



January 16, 2024

Dear Prince Albert City Mayor and Council,

re: Concerns Regarding Prince Albert Historical Society Funding and Adherence to 2009 Memorandum of Understanding

I hope this letter finds you well. I am writing to bring to your attention a matter of concern regarding the 2024 funding allocation for the Prince Albert Historical Society, as it appears to deviate from the terms outlined in the 2009 Memorandum of Understanding.

As an engaged member of our community, I have always appreciated the city's commitment to supporting cultural institutions, such as our museums. However, upon learning about the 2009 MOU between the Historical Society and the City of Prince Albert, it has come to my attention that there may be inconsistencies in meeting the stipulations set forth in the aforementioned memorandum. I have attached a copy of the 2009 MOU.

The MOU was signed in 2009. In that year, all costs (wages, benefits and associated employer costs) of employing the Manager of the four museums in the city was fully paid and supported by the City of Prince Albert. Also in that year, the City provided a grant of \$15,950 towards the annual operations of the four museums in Prince Albert. Both of these items were in accordance to clauses 8.6 and 8.10 found on page 5 of the MOU:

8. The city shall each year during which the Society is operating the Museums, continue to provide the following:

6) The cost and administration for reimbursing on a monthly basis the Society for the services and vehicle allowance for a Museums Manager.

10) The City shall pay a reasonable grant each year to the Society in support of its annual budget.

Clause 8.10 (further supported by clause d,vi from the fourth whereas point in the MOU) that states:

(vi) the City is responsible to supply funds to the Society for the purpose of operating the Museums.

In 2012, rather than directly paying the costs of the Museums Manager, the city increased the annual grant to include both the costs for the Manager (8.6) as well as funds to aid in operating the museums for the year (8.10).

In regards to the 2024 grant from the City of Prince Albert in the amount of \$71,080, we feel that this amount is not in accordance with the aforementioned MOU. The 2024 cost (wages, benefits and employer costs) for our Museums Manager total to \$74,005.80. I have attached a detailed breakdown of these costs and benefits. This puts our 2024 City grant, nearly \$3000 less than what is required to meet clause 8.6 and leaves no funding for operating the museums in clause 8.10.

The shortfall in funding for 8.6 is \$2925.80. The 2009 grant to operate the museums in the city of \$15950, if only taking into account inflation, the value in 2023 would be \$21993.77. (<https://www.bankofcanada.ca/rates/related/inflation-calculator/>) This shows a total shortfall of \$24919.57 in the 2024 city funding grant or a total grant of \$95999.57. This amount of money would put us back in accordance with the 2009 MOU, though it would show no increase in support from the City over the 15 years since 2009.

I kindly request that the city government conducts a thorough assessment of the current funding structure in relation to the 2009 Memorandum of Understanding. Transparency and adherence to the agreed-upon terms are crucial for maintaining the integrity of our cultural institutions.

I understand the complexities involved in budgetary decisions, but I believe that ensuring compliance with the established agreement will contribute to the sustained success and growth of our museums. Your attention to this matter is highly appreciated, and I look forward to a resolution that aligns with the shared vision for our cultural heritage.

Thank you for your time and dedication to the betterment of our community.

Sincerely,

Michael Gange, Vice President
Prince Albert Historical Society

A handwritten signature in black ink, appearing to read "Michael Gange", written in a cursive style.



City of Prince Albert

May 5, 2009

Prince Albert Historical Society
10 River Street East
Prince Albert, SK
S6V 8A9

Attention: Harris May, President

Dear Harris:

Re: Agreement between the City of Prince Albert and Prince Albert Historical Society

City Council at its meeting on April 6, 2009, considered a report from the Museum and Heritage Advisory Committee, with respect to an agreement between the City of Prince Albert and the Prince Albert Historical Society.

At that time, the Agreement was approved by City Council, and I have attached a copy of the agreement for your files. His Worship, Mayor Jim Scarrow will be attending the Crocus Tea on May 6 and will deliver the agreement on behalf of the City of Prince Albert.

The intent of the agreement is to formally document the relationship with respect to the operation and function of Museum and Heritage programming as it was created and has functioned or evolved dating back to 1976 through to the present time. Further, the agreement provides an accurate account of the innovative and efficient program delivery offered to Prince Albert and area residents through the support of willing volunteers.

The City of Prince Albert recognizes the value and diversity this programming provides to the community and its culture. The agreement will serve to solidify this historical partnership and will ensure the preservation and continuation of Museum and Heritage programming in Prince Albert into the future.

If you have any questions or require any further clarification with respect to the agreement, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jody Boulet'.

Jody Boulet, Recreation Manager

MEMORANDUM OF AGREEMENT

Having been entered originally on or about the calendar year 1976 and as thereafter from time to time amended.

BETWEEN:

CITY OF PRINCE ALBERT, a municipal corporation in the Province of Saskatchewan, (hereinafter called "the City")

- and -

PRINCE ALBERT HISTORICAL SOCIETY, a non-profit corporation operating in the City of Prince Albert in the Province of Saskatchewan, (hereinafter called "the Society")

WHEREAS the City as a municipal corporation responsible to provide public amenities and services for its residents has over its history sought and engaged in constructive partnerships with volunteer-based non-profit community organizations in order to provide innovative and efficient program delivery to its citizens at reduced cost to its tax base.

AND WHEREAS the City and the Society have been engaged in such a partnership for the delivery of community programming since at least 1976 in respect to the Prince Albert Historical Museum; the Evolution of Education Museum; the Rotary Museum of Police and Corrections; the Diefenbaker House Museum; the old Nisbet Church/School; the old Blockhouse (all hereinafter collectively called the "Museums").

AND WHEREAS the City and the Society have been engaged in such partnership for the delivery of community programming at the Museums since at least 1976 pursuant to several mutual understandings and agreements which the parties acknowledge have not to date been adequately or clearly reflected in the form of a formal written and clear Agreement.

AND WHEREAS the City and the Society mutually acknowledge:

(a) the City owns the lands and buildings on which the following are located: the Prince Albert Historical Museum; the Rotary Museum of Police and Corrections; and the Diefenbaker House Museum.

(b) the Society owns the Nisbet Church/School building, the Evolution of Education Museum, and the old Blockhouse building; and the City owns the lands on which such buildings are located.

(c) the Society owns the artifacts that are presently located in the Museums, with the exception of some of the artifacts which are on loan to the Society from third parties.

(d) the City and the Society by agreement have delivered and continue in partnership to deliver community programming at the Museums on the following bases, *inter alia*:

- (i) the Society facilitated financial contribution under a Heritage Site Assistance Agreement dated September 6, 1978 for the historic Firehall building at which the Prince Albert Historical Museum is located;
- (ii) the Society placed into the City's care the Nisbet Church/School building and the old Blockhouse building;
- (iii) the Society has created, owns and maintains the Bill Smiley Archives for the benefit of the regional community of Prince Albert;
- (iv) the Society operates the Museums in accordance with its corporate mission and in consultation with a Museums and Heritage Advisory Committee appointed by the City;
- (v) the City is responsible to maintain the Museums;

- (vi) the City is responsible to supply funds to the Society for the purpose of operating the Museums;
- (vii) the Society has facilitated charitable community funding for the benefit of the Firehall building and has opportunity to facilitate additional charitable community funding in support of the Museums, their enhancement and/or their capital or operating needs

NOW THEREFORE the parties hereto confirm their agreement as follows:

1. The Society shall continue to have exclusive use and occupation of the Museums for the purposes recited above. Subject to clause 7 below, such exclusive use of each Museum can be terminated only by mutual agreement of the City and the Society or by the Society ceasing to operate the subject Museum in accordance with the terms herein.
2. All artifacts owned by the Society shall upon dissolution of the Society become the property of the City and that all other artifacts shall be returned to their respective owners.
3. The Society shall continue to provide management, supervisory and administrative services for the Museums as follows, which the City acknowledges are currently being performed to satisfactory standards:
 - 1) Year end report to the City through the Museums and Heritage Advisory Committee;
 - 2) Maintain statistical information with respect to tourist visitation to the Museums;
 - 3) obtaining and training of tour guides prior to the Museums opening each year;
 - 4) Arranging for the cleaning and upkeep of the Museums and artifacts therein;

- 5) Ensure that a suitable selection of available artifacts is on display for public viewing at each Museum;
- 6) Provide public access to the Museums from the Tuesday following the May long weekend until the Friday before the September long weekend;
- 7) Provide access during the remainder of each year whenever possible by appointment; the nature of such service should be posted on the Museum doors;
- 8) The Society shall be entitled to charge fees for admission and to generate souvenir sales, the proceeds of which shall be kept by the Society;
- 9) The Society shall hire and engage the services of a Manager from its annual budget as may be approved by the City, whose remuneration shall be paid from the Society's annual budget as determined by the Society in consultation with the City.
- 10) The Society shall provide volunteer resources in support of these activities.

4. The Society shall continue to maintain the archives. In the event of the dissolution of the society all the archival material shall become the property of the City pursuant to the Society's bylaws.

5. The Society shall have the right to solicit donations from the general public for capital improvements of any of the Museums. Such improvements must receive approval from the City before any work is undertaken.

6. The City authorizes the Society to explore in consultation with the City the availability of significant charitable community funding to be utilized specifically toward the enhancement of the Prince Albert Historical Museum or a portion thereof. The City acknowledges that it has approved in principle the concept of renaming of the said Museum for the purpose of recognizing such a substantial charitable gift, provided that any such specific proposal recommended by the Society shall be subject to the prior formal approval of both City Council and the Society, which approval shall not be unreasonably withheld by either party.

7. The Society shall have the right to cease the operation of the Prince Albert Historical Museum in the old Fire Hall and move the artifacts and the archives to another location in the City of Prince Albert provided the Society receives the prior approval of City Council which will not be unreasonably withheld.

8. The City shall each year during which the Society is operating the Museums, continue to provide the following:

- 1) The cost of building and mechanical maintenance;
- 2) The cost of lawn and flower bed maintenance;
- 3) The cost of all utilities;
- 4) The cost and wage administration associated with providing tour guides for each of the Museums during the agreed upon training period and operating hours;
- 5) The cost for security and monitoring systems;
- 6) The cost and administration for reimbursing on a monthly basis the Society for the services and vehicle allowance for a Museums Manager;
- 7) The cost of public liability insurance in respect to the Museums;
- 8) The cost of public liability insurance for the Directors and the Manager in respect to the operation of the Museums by the Society;
- 9) The City shall each year during which the Society is operating the Museums, be responsible to indemnify and save harmless the Society and each member of the Board of Directors of the Society and the Manager, in respect to public liability claims of whatsoever nature, arising out of the operation of the Museums in accordance with Section 318 of *The Cities Act* or similar successor legislation.
- 10) The City shall pay a reasonable grant each year to the Society in support of its annual budget.
- 11) The City shall provide the Society with quiet use and enjoyment of the premises, subject to the Society's performance of the terms herein.

9. This Memorandum of Agreement represents an accumulation of the understandings, reciprocating covenants and agreements between the parties hereto, which the parties hereby each currently ratify and confirm.

10. Each of the provisions hereof is severable from any other provision and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any of the remaining provisions. Notwithstanding, each party relies on the other to perform in good faith these terms and their covenants and obligations herein.

IN WITNESS WHEREOF The City of Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper offices in that behalf, duly authorized this ~~19~~ 7th day of ~~February~~ April A.D., 2009.


THE CITY OF PRINCE ALBERT

MAYOR



CITY CLERK

IN WITNESS WHEREOF the Prince Albert Historical Society has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf duly authorized this 13th day of February A.D. 2009.

PRINCE ALBERT HISTORICAL SOCIETY

Per: 

Harris May President

Per: 

Jayne Remenda Secretary

AFFIDAVIT OF ATTESTATION
OF AN INSTRUMENT

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)


I, JOY ZOUNEY, of the City of Prince Albert, in the Province of Saskatchewan, make oath and say as follows:

1. That I was personally present and did see HARRIS MAY named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed on the 6th day of APRIL, A.D. 2009 at the City of Prince Albert, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

3. That I know the said HARRIS MAY and ~~he~~/she is, in my belief, of the full age of eighteen (18) years.

SWORN before me at the City of)
Prince Albert, in the Province)
of Saskatchewan, this 6 day)
of APRIL, A.D. 2009.



Brenda Seaman
A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.

My Commission expires: AUGUST 31, 2010
OR, BEING A SOLICITOR

AFFIDAVIT OF ATTESTATION
OF AN INSTRUMENT

CANADA)
PROVINCE OF SASKATCHEWAN)
TO WIT:)

I, WYB BOULET, of the City of Prince Albert, in the Province of Saskatchewan, make oath and say as follows:

1. That I was personally present and did see LYNNE REMENDA named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed on the 6th day of APRIL, A.D. 2009 at the City of Prince Albert, in the Province of Saskatchewan, and that I am the subscribing witness thereto.

3. That I know the said LYNNE REMENDA and he/she is, in my belief, of the full age of eighteen (18) years.

SWORN before me at the City of)
Prince Albert, in the Province)
of Saskatchewan, this 6 day)
of APRIL, A.D. 2009.) Lynn Remenda

Bandy Simola
A COMMISSIONER FOR OATHS in and
for the Province of Saskatchewan.
My Commission expires: AUGUST 31, 2010
OR, BEING A SOLICITOR

Museum Curator Director Costs

Payroll	\$ 65,000.00
CPP	\$ 3,659.25
EI	\$ 1,468.77
Vehicle	\$ 1,200.00
WCB	\$ 569.60
Health Benefits	\$ 498.18
Pension	\$ 1,250.00
Cell Phone	<u>\$ 360.00</u>
Total Costs	<u>\$ 74,005.80</u>