

**MEMORANDUM of AGREEMENT** made this BETWEEN \_\_\_ day of \_\_\_, 2024.

**BETWEEN**

**STURGEON COUNTY**  
(hereinafter referred to as “the County”)

-and-

**THE TOWN OF LEGAL**  
(hereinafter referred to as “the Town”)

**LEGAL ARENA MODERNIZATION FUNDING AGREEMENT**

**WHEREAS** the County and Town acknowledge that recreation agreements represent an opportunity to enhance strategic collaboration while providing a structured approach to resident usage planning, aiming to make informed decisions regarding the operation, maintenance, and future planning of recreation amenities and infrastructure; and

**WHEREAS** the County and the Town understand that recreation enhances social cohesion and community well-being, fostering engagement, improving residents' quality of life, and offering a more attractive place to live and work; and

**WHEREAS** the County and the Town support serving the recreational needs of their collective residents based on the principles of transparency, fairness, regional collaboration, and stewarding scarce resources efficiently in providing local services; and

**WHEREAS** the County and the Town understand that the recreation agreement have a focused approach on asset management planning to support informed decision-making about the operating, maintaining, renewing, replacing, and disposing of recreational infrastructure assets; and

**WHEREAS** it is recognized that the Town has developed recreation amenities, including the Legal arena and curling rink, which are accessed in part by residents of the County and this agreement represents a period wherein the County is providing financial contribution to the Town of Legal’s arena modernization project;

**NOW THEREFORE** in consideration of the mutual covenants, provisions, and promises herein, the Parties agree as follows:

**1. DEFINITIONS**

- 1.) “Agreement” means this Legal Arena Modernization Funding Agreement.

- 2.) "Capital Cost" means the costs of capital projects which for the purposes of this Agreement, applies to the capital projects related to the Legal arena modernization.
- 3.) "Parties" means collectively, Sturgeon County and the Town of Legal; Party means either one of them.
- 4.) "Personal Information" means recorded information about an identifiable individual as defined in the *Freedom of Information and Protection of Privacy Act*, as may be amended from time to time;
- 5.) "Project" means the Legal arena modernization project;
- 6.) "Record" means a record of information in any form and includes notes, images, audiovisual recordings, books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records.

## **2. APPLICATION**

- 1.) Unless otherwise specifically provided for within the Agreement, this Agreement applies to:
  - a) The delivery of the Project;
  - b) The management, maintenance, and capital replacement of the Legal arena;
  - c) The use and enjoyment of the Legal arena by the residents of the Parties.

## **3. TERM**

- 1.) The Term of this Agreement shall be the period commencing upon the signing of this Agreement and continuing for a period of six (6) years until its expiry on December 31, 2030.
- 2.) This Agreement may be amended by mutual consent in writing. Amended versions of the Agreement shall replace all previous versions of this Agreement.

## **4. RECOGNITION OF FUNDING**

- 1.) The Town shall publicly acknowledge the County as a contributing partner to its Legal arena modernization funding. This acknowledgment shall include signage, print, and social media recognition in a way that is mutually acceptable to the Parties' Chief Administrative Officers.

## **5. FINANCIAL RESPONSIBILITY**

- 1.) The County agrees to a fixed Capital Cost contribution amount for the duration of the agreement term, as identified in Schedule A of this Agreement. Unless otherwise agreed to by the Parties, the Capital Cost contribution amount shall be provided to the Town within thirty (30) days of the beginning of the calendar year.
- 2.) In the event the Project is terminated before the end of this Agreement, the County's contribution funding will end, and unspent amounts will be returned to the County.
- 3.) Should the Town receive additional funding for the Project that reduces the overall funding required, the contributions from the Parties shall be reduced proportionally, with the Town's contribution reduced by 75% of the additional funding received and the County's contribution reduced by 25% of the additional funding received.

## **6. REPORTING**

- 1.) The Town will provide the County quarterly project reporting, in accordance with Schedule B, detailing the progress and financial status of the Project.
- 2.) The Town will continue as per the Recreation Agreement between the County and the Town to provide utilization reporting in the manner requested by the County.

## **7. MAJOR SERVICE CHANGES**

- 1.) In the event the Town is to consider a major arena service change, such as significant facility upgrades or renovations, operational changes, programming overhaul, or facility closure or relocation, the Parties will follow the process outlined in Schedule C of this Agreement.
- 2.) The Town does not have a formal ice allocation policy but does ensure prioritization of usership to regional residents and not for profit community groups. Any change in this prioritization would constitute a major service change enacting the requirements under Schedule C of this Agreement.

## **8. RECORDS MANAGEMENT, ACCESS, COPYRIGHT AND FOIP**

- 1.) The Parties shall treat all Records and information provided or made available by either Party for the purpose of fulfilling the obligations under this Agreement as privileged and confidential. Both Parties shall not use or disclose such Records or information for any other purpose without the written consent of each other.
- 2.) Both Parties acknowledge they are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIP"). Upon notification of an access to information request by either Party's designate identified in Section 14 of this Agreement, the receiving Party shall provide to the notifying Party copies of all Records specified by the Party's designate within five (5) days of the notification.

3.) This clause shall survive this Agreement.

## **9. INDEMNITY**

- 1.) The Parties agree to indemnify each other and hold harmless from any and all third-party claims, demands, and actions or costs (including the other Party's costs on a solicitor-client basis) for which either Party is responsible arising out of negligence or willful acts by the negligent Party's employees or agents.

This clause shall survive this Agreement.

## **10. INSURANCE**

- 1.) The Parties shall obtain, maintain, and keep in good standing, during the term of this Agreement, general public liability and property damages insurance coverage.

## **11. CONFLICT OF INTEREST AND ETHICAL CONDUCT**

- 1.) The Parties must immediately notify each other in writing of any conflict of interest the Parties, or any employee, agent or other resource used by either Party under this Agreement, has or may reasonably have respecting the Project under this Agreement. Such notification must be given before beginning any work under this Agreement, or upon becoming aware of any such existing or potential conflict of interest during the term of this Agreement. Both Parties warrant that they do not have any interests that conflict with the obligations under this Agreement.

## **12. DISPUTES**

- 1.) If a Party believes there is a dispute under this Agreement with respect to the interpretation, implementation, or application of the Agreement, and wishes to engage in dispute resolution, the Dispute Resolution Process as identified in the current Intermunicipal Collaboration Framework between the County and the Town shall apply.

## **13. TERMINATION**

- 1.) Either Party may terminate this Agreement in full or in part at any time by giving a minimum of six (6) months' notice in writing to the other Party of its intention to do so, unless otherwise agreed to.
- 2.) Upon receipt of a notice of termination, the Town shall prepare and deliver to the County a written report, if required, on the Project prior to the termination of the Agreement.
- 3.) This clause shall survive the termination of this Agreement.
- 4.) If either Party is in default of any obligation or provision of this Agreement and if after receipt by the defaulting Party of written notice from the non-defaulting Party

specifying in reasonable particularity, the nature of such default, the defaulting Party fails within ten (10) business days to remedy the default or if by the nature of the default it cannot with the diligence of the defaulting Party, be cured within such ten (10) business day period and the defaulting Party fails to proceed with diligence to cure same, then the non-defaulting Party may elect to terminate this Agreement by providing a further 30 days written notice to the defaulting Party.

#### **14. NOTICES**

- 1.) Any notice required to be given under this Agreement shall be in writing and delivered personally, by courier, or sent by registered mail or email to the addresses set forth below:

For the County:

Sturgeon County  
9613 100 Street  
Morinville, Alberta, T8R 1L9  
Attention: Chief Administrative Officer (CAO)

For the Town:

Town of Legal  
Box 390  
Legal, Alberta, T0G 1L0  
Attention: Chief Administrative Officer (CAO)

- 2.) Either party hereto may, upon notice to the other party, change its address for payments and notices under this Agreement.

#### **15. GENERAL TERMS**

- 1.) The terms of this Agreement are severable, and any term or condition determined to be void or enforceable in whole or in part shall not be deemed to affect or impair the validity of this agreement or any other term or condition of it.
- 2.) The validity and interpretation of this Agreement, and of each clause and part thereof, shall be governed by the laws of the Province of Alberta and the Parties agree to the exclusive jurisdiction of the Courts of the Province of Alberta. This clause shall survive this Agreement.
- 3.) This Agreement inures to the benefit of and be binding upon the Parties hereto, their respective successors and permitted assigns. Neither party may assign its rights and obligations under this Agreement without the express written consent of the other party.
- 4.) This Agreement supersedes any previous representations, warranties, terms, conditions, or other agreements made between Parties with respect to the Project. It is agreed that

this written instrument embodies the entire Agreement of the Parties hereto regarding the matters dealt with herein, and that no understandings or agreements, verbal or otherwise, exist between the Parties except as herein expressly set out. This Agreement and Schedules are complementary, however; in the event of conflict within or between the body of the Agreement and the Schedules, the provisions in the body of the Agreement shall govern.

- 5.) No term or condition of this Agreement shall be deemed to be waived unless the waiver is in writing. Any waiver of default committed by either of the Parties in the observance or performance of this Agreement shall not extend or be deemed to extend or affect any other default.
- 6.) If any time during the continuance of this Agreement, the Parties consider it necessary to amend this Agreement, they may do so by a written document signed by each Party or by exchange of letters signifying mutual agreement between the Parties and all amendments in such written document or letters shall be adhered to and have the same force and effect as if they had been originally embodied in and formed part of this Agreement.
- 7.) The Parties acknowledge that neither Party has an obligation to renew, extend or offer a new contract at the end of the term of this Agreement.

## **16. FORCE MAJEURE**

- 1.) Neither Party shall be liable for damages caused by delay or failure to perform its obligations under the Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the Parties agree that Force Majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a Party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that Party shall immediately notify the other Party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other Party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Agreement, at law, or in equity.

The Parties have executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

**IN WITNESS WHEREOF**, the Parties have affixed their corporate seals as attested by the duly authorizing signing officers of the Parties as of the day first below written.

Signed this \_\_\_ day of \_\_\_, 2024.

**STURGEON COUNTY**

**TOWN OF LEGAL**

X

Alanna Hnatiw  
Mayor

X

Carol Tremblay  
Mayor

X

Travis Peter  
Interim Chief Administrative Officer

X

Robert Proulx  
Chief Administrative Officer

X

Christine Wells  
Director Community Services

**SCHEDULE "A"**

## SCHEDULE "A"

### Capital Cost Contributions

For the years 2025 – 2030, the County agrees to the following funding amounts for the Legal arena modernization project; in turn, the Town will provide annual reporting on expenditures, per this Agreement:

- 2025      \$125,000
- 2026      \$125,000
- 2027      \$125,000
- 2028      \$125,000
- 2029      \$125,000
- 2030      \$125,000

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**SCHEDULE "B"**

**Quarterly Project Reporting Requirements**

The Town shall provide the County with quarterly reports detailing the progress and financial status of the Project. These reports shall include, but are not limited to, the following information:

<b>Category</b>	<b>Description</b>
<b>Project Progress</b>	<ul style="list-style-type: none"> <li>a) Description of work completed during the reporting period</li> <li>b) Percentage of project completion</li> <li>c) Significant milestones achieved</li> <li>d) Challenges encountered and mitigation strategies</li> </ul>
<b>Financial Status</b>	<ul style="list-style-type: none"> <li>a) Updated budget overview</li> <li>b) Expenditures incurred during the reporting period</li> <li>c) Total expenditures to date</li> <li>d) Any variances from the projected budget and explanations</li> </ul>
<b>Funding and Contributions</b>	<ul style="list-style-type: none"> <li>a) Details of any additional funding received during the reporting period</li> <li>b) Adjustments to the Town and County contributions based on additional funding received</li> </ul>
<b>Next Steps</b>	<ul style="list-style-type: none"> <li>a) Planned activities for the next reporting period</li> <li>b) Expected milestones and timelines</li> </ul>

These quarterly reports shall be submitted to the County within thirty (30) days of the end of each quarter as follows:

<b>Quarter Ending Date</b>	<b>Report Due Date</b>
September 2024	October 31, 2024
December 2024	January 31, 2025
March 2025	April 30, 2025
June 2025	July 31, 2025
September 2025	October 31, 2025
December 2025	February 2, 2026
March 2026	April 30, 2026
June 2026	July 31, 2026 (if required)
September 2026	November 2, 2026 (if required)

## SCHEDULE "C"

### Major Service Changes Planning Process Related to Arena Infrastructure and Services

**Definition:**

Category	Description	Example
<b>Facility Upgrade or Renovation</b>	<ul style="list-style-type: none"> <li>a) Undertaking significant construction projects to expand, modernize, or completely rebuild arenas and/or curling rinks</li> <li>b) This involves major capital investment and can cause substantial disruption to regular operations</li> <li>c) Renovations may aim to improve energy efficiency and lifecycle management of aging facilities</li> </ul>	Facility expansions could add new ice sheets, dry floor spaces, or other amenities to meet growing community needs
<b>Operational Changes</b>	<ul style="list-style-type: none"> <li>a) Shifting the management, staffing, or scheduling of facilities to significantly impact public access, programming, or costs</li> <li>b) Changes to operating models, hours of access, or programming priorities can greatly affect community usage</li> </ul>	This could include transitioning a previously municipally run program to a privately-run program with substantial increase in fees or reduced community access
<b>Programming Overhaul</b>	<ul style="list-style-type: none"> <li>a) Programming changes aim to adapt to evolving community interests and needs, or address issues like underutilization</li> <li>b) Introducing or removing major recreational programs, leagues, or events that are core to the community's use of the facilities which may include the addition of profit uses</li> </ul>	This could include discontinuing long-standing curling bonspiels or adding new for-profit youth hockey or other initiatives
<b>Facility Closure or Relocation</b>	<ul style="list-style-type: none"> <li>a) Permanently shutting down the existing arena and/or curling rink</li> <li>b) Moving the facilities to a new location within the community</li> <li>c) This would have a dramatic impact on community access and usage of the recreation services</li> </ul>	Closure decisions are often driven by aging infrastructure, operational challenges, or shifting community priorities

**Process:**

In the event of a proposed major service change, such as significant facility upgrades or renovations, operational changes, programming overhaul, or facility closure or relocation, the following process shall be adhered to:

- 1.) The Town shall notify the County in writing at least three (3) months in advance of the proposed change.
- 2.) A detailed proposal outlining the scope, rationale, anticipated impacts, and financial implications of the major service change shall be submitted to the County. This proposal shall include a comprehensive plan for stakeholder engagement and risk mitigation.
- 3.) The Town and County shall collaboratively review as per Diagram 1 the proposal and engage in discussions to ensure mutual agreement and alignment with regional recreational needs and goals.
- 4.) The Town shall provide the County with a timeline and action plan for the implementation or discontinuation of the major service change, ensuring minimal disruption to the users of the Legal arena.
- 5.) Progress reports on the implementation or discontinuation of the major service change shall be determined by the Intermunicipal Committee.

This addition ensures that any major service changes are planned and communicated effectively between the County and the Town and to residents to maintain transparency and collaboration.

**Diagram 1: Intermunicipal Process Summary:**

