

ROCKY MOUNTAIN HOUSE MUSEUM OPERATIONS BOARD

This agreement made in triplicate this 1st day of January A.D. 2024.

Between

The Rocky Mountain House Reunion Historical Society

In the Province of Alberta

(Hereinafter referred to as “the Museum”)

-and-

The Clearwater County

In the Province of Alberta

(Hereinafter referred to as “the County”)

-and-

The Town of Rocky Mountain House

In the Province of Alberta

(Hereinafter referred to as “the Town”)

WHEREAS the Town is the owner of the property described as follows:

Part of the SW1/4 27 – 39 – 7 W5TH

All that Portion of the South East Quarter of Section Twenty-seven (27)

Township Thirty-nine (39)

Range Seven (7)

West of the Fifth Meridian

Which lies East of a Line Described as Follows:

Commencing at a Point on the South Boundary of the said Quarter Section Three Hundred and Forty (340) Feet.

Easterly from the South East Corner of Block F as Show on Subdivision Plan 5273 C.L.;

Thence Northerly and Parallel to the East Boundary of the said Quarter Section Five Hundred and Sixty-two (562) Feet Thence Northerly and Parallel to the West Boundary of the Said Quarter Section to Intersection with North Boundary of the said Quarter Section, containing 44.1 Hectares (109.09) Acres, More or Less.

(which land is hereinafter called “the Property”)

AND WHEREAS the Museum has constructed upon the said lands certain improvements, including a Museum Building (hereinafter called the “Museum Building”);

AND WHEREAS the parties wish to enter into an agreement for the operation of the Museum Building and Pioneer Park;

NOW THEREFORE, in consideration of the foregoing, it is understood and agreed between the parties as follows.

1. Museum Operations Board

- a)** The Operations Board will be advisory to the Rocky Mountain House Reunion Historical Society regarding the overall operation of the Museum building.

The present Operations Board will not be involved in programming or displays for the Museum.

2. Board Membership

- a)** The Board shall be comprised of seven (7) voting members appointed as follows:
 - (i)** 2 Board members will be appointed by the Museum
 - (ii)** 2 Board members will be appointed by the County
 - (iii)** 2 Board members will be appointed by the Town
 - (iv)** 1 Board member-at-large will be appointed by the Operations Board yearly, this member may not be affiliated with the Museum, County or Town.
- b)** Councilor appointments will be specified at the organizational meetings of the Town and the County. The County and the Town will be allowed to appoint alternate Members who will have voting privileges in the absence of their respective Board Members.
- c)** The Museum shall appoint members annually at their Executive Organizational meeting held each year. The Museum will be allowed to appoint alternate members who will have voting privileges in the absence of their respective Board Members.
- d)** The Museum, Town and County shall each appoint one non-voting staff member to the Museum Operations Board. This member may be the municipal manager, executive director or designate.
- e)** The County and Town appointments will be made at their annual organizational meetings held in October of each year.
- f)** All vacancies on the Operations Board shall be filled as soon as reasonably possible by any of the respective participating parties as the case may be, and each person appointed to fill a vacancy shall hold office for the remainder of the term of the vacated Board Member.
- g)** Staff members of the above parties shall not hold office or vote on any issues relating to this Board.

3. Administrative Support

- a) Administrative Support & Orientation for this Board is to be provided by the Town, or County or Museum. Resource staff may be provided as needed by any of the parties to this agreement as required by the Board.

4. Conduct of Meetings

The Board and each member shall be governed and subject to the following:

- (a) Any member of the Operations Board who is absent from three (3) consecutive meetings (unless such absence is through illness or is authorized by resolution of the Board, entered upon its Minutes) shall forfeit their office, and the vacancy shall be filled by the respective party.
- (b) A Chairperson and a Vice-Chairperson shall be chosen by the membership attending the first meetings of the Board following the organizational meeting of the County and the Town. The Chairperson shall preside over all meetings of the Board and the Vice-Chairperson shall act as Chairperson only in the absence of the Chairperson.
- (c) The Recording Secretary shall be resource staff from the Town or County or museum and shall be responsible for attending all regular and special meetings of the Board. Further the Recording Secretary's duties shall include the distribution of all proceedings as directed by the Board.
- (d) Regular meetings of the Operations Board shall be held at least quarterly. Meetings shall not be scheduled during the months of July and August. The time and the place of such meetings are to be determined by the Board at its first meeting each year following the organizational meeting. This meeting may be changed by the Board from time to time, as the Board deems necessary.
- (e) Special meetings may be called on twenty-four (24) hours notice by the Chairperson or at the request of any three (3) Members of the Board.

- (f) A Minute Book shall be kept and minutes of all regular and special meetings shall be recorded therein by the Recording Secretary. Copies of all minutes shall be filed with the Museum, County and the Town.
- (g) A majority of the Operations Board is necessary to form a quorum. This majority must include, minimally, one representative each from the Museum, Town and County.
- (h) The Chairperson must vote on any questions. In the event of a tie, a motion shall be declared defeated.

5. Power and Duties

- (a) The Operations Board will be advisory to the Museum regarding the overall operations and maintenance of the Museum building.
- (b) The Operations Board is not to be involved in the programs or displays of the Museum.
- (c) Neither the Operations Board nor any member shall have the power to pledge credit of the Museum, County or the Town in connection with any matter whatsoever; nor shall the Operations Board nor any member have any authority to act for or to incur any obligation on behalf of the Museum, County or the Town; nor shall the Board or any member have the power to authorize any expenditure to be charged against the Museum, County or the Town.

6. Budget and Finances – Museum

- (a) This agreement will direct the County and the Town to contribute funding to the Museum as outlined in Schedule A as reviewed annually to the Museum for the operating and maintenance costs. The Museum agrees to conduct all necessary repairs of the four side-walls, roof, foundation, floors and bearing structures of the premises with the funds received.

- (b) The amount depicted in Schedule A is to be paid in the amount of 40% on or before February 1st and the remaining 60% will be paid after the Museum's financial statements are provided to the Town and County.
- (c) In the event of a surplus the Museum will be allowed to put this into a reserve account. This account must be shown on the financial statement with a definition.
- (d) It is understood that the Museum will continue to develop the facility and rent space and undertake other activities for the purpose of reducing the annual operating funds necessary from the County and the Town.
- (e) The Museum shall supply by March 31 of each year to the County and Town a financial statement as provided by the accountants to the museum.

7. Insurance

- a) The Museum will obtain and maintain for the benefit of the Museum, Town and County, at the Museum's expense, commercial general liability insurance in an amount of not less than \$5,000,000 in respect of claims arising out of the death of or injury to any person, and in an amount of not less than \$5,000,000 in respect of property damage, in relation to any one occurrence. All insurance shall be effected upon terms and conditions satisfactory to the Town and County. The Museum shall produce evidence of the existence of such insurance at the time of applying for the grant funding or by October 30th of the given year.

8. Dissolution of the Rocky Mountain Historical Society

- a) If the term of the Land and Building Agreement between the Town of Rocky Mountain House and the Rocky Mountain House Historical Reunion Society is at any time seized or taken in execution or in attachment by any failure of the Museum, or if the Museum makes any assignment for the benefit of creditors, or, becomes bankrupt or insolvent and takes the benefit of any such act that may be enforced against bankrupt or insolvent to the solvent debtors, or, should the Museum cease to carry on the normal conduct of the Museum, or should the

society dissolve or become defunct or should the lease between the Town and the Rocky Mountain House Historical Society otherwise be terminated by the Town, the Town, shall, pursuant to the lease, have full possession of and title to the improvements placed upon the property. In the event that the Town takes possession of the property, the Town will endeavor to operate the Museum.

- b) In the event the Town takes possession of and title to the lands and Museum building, the Town agrees to consult with the County concerning the use to which the facility will be put. If the Town decides, in its sole discretion, to sell the leasehold premises, the County shall be entitled to receive 1/5 of the proceeds of the sale of the building. Said share of the County of the proceeds of sale shall be compensation in full to the County for its contribution to the initial capital budget of the Museum.

9. Janitorial

- a) The Museum will provide cleaning services for the Visitor's Information Centre. Through their agreement with the Chamber of Commerce, the Town and County requires the Chamber will be responsible to maintain the Visitor's Information Centre area of the building in a neat and clean condition daily over and above the janitorial service provided by the Museum. The Chamber will be responsible to check washrooms when visitor load is heavy.

10. Visitors Information Centre Area

- a) Insofar as the Museum has received significant capital contribution from the County and the Town, the Museum shall contribute at no cost 923 square feet of space annually (Schedule "A") to the County and the Town for use as Visitor Information Centre. In the event that and for so long as the Town and the County continue their contribution to the Museum annually in accordance with Clause 6 (a) & (d), the Museum shall continue to contribute the 923 square feet of space

referred to in Clause 10 at no cost. If the Town and the County do not, in a given year, continue their contribution in accordance with Clauses 6 (a) & (d) the Museum shall have the discretion to charge a yearly rental for the 923 feet of space, provided that the Town and County continue to occupy the space, for a sum equivalent to the Museum's cost of operations per square foot multiplied by 923 square feet.

- b)** The Museum's cost of operations per square foot shall be determined yearly by the Museum's accountants. In the event that the Town and the County do not agree with the Museum's accountants with respect to the Museum's cost of operations per square foot, the rental shall be determined by arbitration to be conducted in the following manner:
- c)** The Museum may appoint one arbitrator and shall thereupon serve written notice upon the Town & County advising of the fact that it has appointed an arbitrator and giving the name and address of such arbitrator and the Town& County, upon receiving such notice shall within 15 days of the date of service of such notice, appoint the same arbitrator, or, if they so desire, one further arbitrator and serve notice upon the Museum setting forth the name and address of such arbitrator. In the event that the Town & County selects a different arbitrator than that chosen by the Museum, the two arbitrators so appointed shall select a third arbitrator. The third arbitrator so appointed and selected (or in the event of the failure on the part of the Town & County to appoint an Arbitrator, then the first appointed arbitrator alone) shall obtain such information, make such investigations and hear such representations as he may deem necessary and shall thereupon determine and fix a rental payable by the Town & County for the duration of the lease and the said rental so fixed shall be binding upon the Town & County and upon the Museum. The costs incurred in this arbitration proceeding shall be borne equally by the (Town& County) and the Museum.

11. Utilities

- a) The Museum is responsible to pay all charges for utilities and maintenance including but not limited to heat, water, electrical, air conditioning, garbage collection and entrance snow removal as well as any property taxes on the building.
- b) The Museum further agrees to ensure that the plumbing, sewage and electrical systems are maintained, in good repair and operating condition, including those within the 923 square feet provided to the Visitor Information Centre.

12. Regulations

- a) Through their agreement with the Chamber of Commerce, the Town and County requires that the Chamber will strictly comply with all municipal, provincial and federal laws, by-laws and regulations as well as any directives from its insurers for the operation of the Visitors Information Centre.

13. Improvements

- a) Through their agreement with the Chamber of Commerce, the Town and County requires that the Chamber is responsible to maintain at its own expense, the interior of the Visiting Centre area and every part thereof in good order and condition and to make promptly all needed repairs and replacements except repairs and replacements of the four side-walls, roof, foundation, floors and bearing structure of the premises.
- b) Through their agreement with the Chamber of Commerce, the Town and County requires that the Chamber may make any changes, alterations and improvements to the premises that it may deem necessary, without being obliged to restore the premises to their original condition at the expiration or termination of the term, provided that no structural changes, alterations or improvements shall be made without the consent in writing of the Museum, and provided that no changes,

alterations or improvements of any kind shall be made which will diminish the value of the premises.

14. Indemnity

- a) That without limiting the Museum's liability the Museum shall at all times indemnify the Town and the County against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings, including claims, actions and awards for compensation under the Workers' Compensation Act or any similar act (whatsoever) made or brought against, suffered by, or imposed upon the Town and County or their property in respect of any loss, damage or injury (including injury resulting in death) to any person or property (including, without limiting the generality of the foregoing, servants, agents and property of the Town, County and the Museum) directly or indirectly arising out of, resulting from or sustained by reason of the Museum's occupancy or use of or any operation connected with the land and building or any buildings, fixtures or chattels thereon and in respect of any loss, damage or injury (including injury resulting in death) sustained by any person while on other lands or buildings of the Town in the course of ingress to or egress from the land and building for the purpose of doing business with the Museum.

15. Term of Agreement

- a) This agreement shall be in effect from January 1, 2024 and shall expire December 31st, 2028

16. Termination of Agreement

- a) Notice of Termination may be given in writing by either party to the other party not later than January 30th in any year. Termination will be effective on December 31st of that year.
- b) This agreement may be amended upon the joint written agreement of the Museum, the County and the Town.

**Museum Operations Board
Schedule A
2024**

The Town of Rocky Mountain House will contribute \$30,000 and Clearwater County will contribute \$40,000 to the Museum for 2024 as per the attached budget provided by the Museum. Schedule A will be reviewed annually.

IN WITNESS WHEREOF, the authorized officers of the County and the Town and of the other parties hereto have hereunto affixed their signatures and corporate seals on the day and the year first above written.



Rocky Mountain House Historical Reunion Society

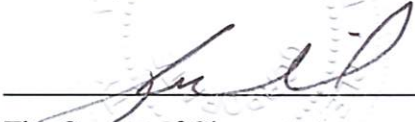


Rocky Mountain House Historical Reunion Society

Dated this 4 day of July, 2024

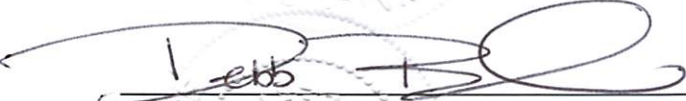


The County of Clearwater

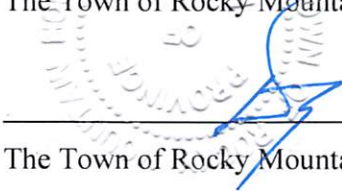


The County of Clearwater

Dated this 14 day of June, 2024



The Town of Rocky Mountain House



The Town of Rocky Mountain House

Dated this 25 day of June, 2024

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