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BY-LAW #35-1989

TOWN OF SLAVE LAKE

A BY LAW OF THE TOWN OF SLAVE LAKE IN THE PROVINCE OF ALBERTA, TO ENTER INTO A USAGE AGREEMENT.

WHEREAS, the province of Alberta as represented by the Minister of Municipal Affairs has established Recreation & Culture facilities and programs within Improvement District #17 East, and;

WHEREAS, the Town of Slave Lake has established Recreational & Cultural facilities and programs within the Town boundaries, and;

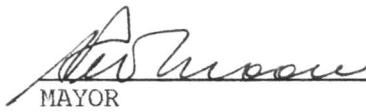
WHEREAS, both parties agree to use these facilities/programs for the maximum benefit of both parties, and;

WHEREAS, the Minister agrees to make a financial contribution to aid in the Town operation of Town Recreation and Culture facilities & programs.

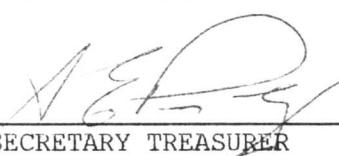
NOW THEREFORE, the Council of the Town of Slave Lake, duly assembled hereby enacts as follows:

1. That the Town of Slave Lake be and is hereby authorized to enter into an agreement with the Minister of Municipal Affairs for the joint usage of both parties facilities for the year 1989, as attached hereto as "Appendix A".

READ A FIRST TIME THIS 14 DAY OF November, 1989.

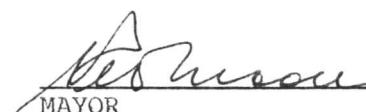


MAYOR

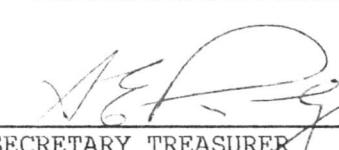


SECRETARY TREASURER

READ A SECOND TIME THIS 14 DAY OF November, 1989.

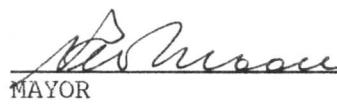


MAYOR

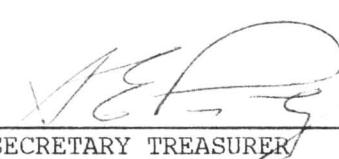


SECRETARY TREASURER

READ A THIRD AND FINALLY PASSED THIS 14 DAY OF November A.D., 1989.



MAYOR



SECRETARY TREASURER

/ga

MEMORANDUM OF AGREEMENT

BETWEEN: THE MINISTER OF MUNICIPAL AFFAIRS
AS COUNCIL FOR
IMPROVEMENT DISTRICT NO. 17 EAST

OF THE FIRST PART

AND

THE TOWN OF SLAVE LAKE
P.O. BOX 1030
SLAVE LAKE, ALBERTA
T0G 2A0

(PHONE: 849-3606)

OF THE SECOND PART

RE: PROVISION OF USEAGE OF
THE TOWN OF SLAVE LAKE
AND
IMPROVEMENT DISTRICT NO. 17 EAST
RECREATION AND CULTURAL FACILITIES

DATE OF AGREEMENT:

A.D., 1989

day o

A.D., 1989

BETWEEN: THE MINISTER OF MUNICIPAL AFFAIRS
as Council for
Improvement District No. 17 East
(hereinafter referred to as the "Minister")

OF THE FIRST PART

and

THE TOWN OF SLAVE LAKE
(hereinafter referred to as the "Town")

OF THE SECOND PART

WHEREAS the Town has established recreation and cultural facilities and programs within the Town boundaries; and

WHEREAS the Minister has established recreation and cultural facilities and programs within Improvement District 17 East; and

WHEREAS it is the wish of both parties to use these facilities/programs for the maximum benefit of both parties; and

WHEREAS the Minister wishes to make a financial contribution to aid in the Town's operation of Town recreation and cultural facilities and programs.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties agree as follows:

1. The Town shall provide/operate recreation and culture facilities and programs to all residents of the service area, under the same terms and conditions applicable to residents of the Town.
2. The Improvement District 17 East shall provide/operate recreation and culture facilities and programs to all residents of the Town, under the same terms and conditions applicable to residents of Improvement District 17 East.
3. The Minister shall provide an annual operating grant, payable on December 31 of every year, to the Town for the operation of the recreation and culture facilities/programs in the amount of SIX THOUSAND DOLLARS (\$6,000.00).

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4. The Town shall use funds provided under this agreement for the operation and maintenance of the recreation/culture facilities and programs, and shall provide such evidence concerning this use of the funds as the Minister may require.
5. The operation of each parties' respective facilities and programs shall remain the responsibility of that party, and the obligations of the Minister shall be limited to payment of the grant referred to in paragraph 3.
6. This Agreement in no way affects or predetermines capital contributions for facilities, which either party may request to the other party at any time.
7. This Agreement shall cover the period of January 1, 1989 to December 31, 1989.
8. The Town shall indemnify and hold harmless the Minister, his employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Town, its employees or agents, in the performance by the Town of this Agreement.

Such indemnification shall survive termination of this Agreement.

The Minister shall neither be liable nor responsible for any bodily or personal injury whatsoever that may be suffered or sustained by the Town, its employees or agents in the performance of this Agreement.

The Minister shall indemnify and hold harmless the Town, its employees and agents, from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly out of any act or omission of the Minister, his employees or agents, in the performance by the Minister of this Agreement.

Such indemnification shall survive termination of this Agreement.

The Town shall neither be liable nor responsible for any bodily or personal injury whatsoever that may be suffered or sustained by the Minister, his employees or agents in the performance of this Agreement.

9. This Agreement may be amended by the mutual consent of the parties hereto and is not transferable by either party without first having obtained the approval, in writing, of the other party.

IN WITNESS WHEREOF, the parties hereto affixed their signatures on the day and year first above written.

WITNESS

MINISTER OF MUNICIPAL AFFAIRS
as Council for
Improvement District 17 East

WITNESS

THE TOWN OF SLAVE LAKE
Per: