

MEMORANDUM OF AGREEMENT

Entered into this ____ day of _____, 2011.

Between:

County of St. Paul No. 19
A municipal corporation,
In the Province of Alberta,
(hereinafter referred to as the "County")

OF THE FIRST PART

- And -

Alberta HUB
(hereinafter referred to as "HUB")

OF THE SECOND PART

WHEREAS HUB desires to rent office space from the County and the County desires to accept the provision of office space in the lower level of our Administration Building, such rental of office space shall be as per the terms and conditions herein contained:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants and agreement set forth, covenant and agree with each other as follows:

1. BACKGROUND

- 1.1 HUB requires office space in order to operate and deliver their services within the HUB Region.
- 1.2 The County has been asked by HUB to provide office space under a rental agreement.

2. DESCRIPTION AND SCOPE OF SERVICES

- 2.1 The County will provide to HUB office space in the lower level of the County's Administration Building
- 2.2 The monthly fee shall include:
 - 2.2.1 Rental of office space in lower level of the Administration Building at the back door East entrance including power, gas and water. HUB will be responsible for their own telephone and internet connections.
 - 2.2.2 Access to the County's photocopier to photocopy packages for HUB Board Members following prior arrangement/scheduling with the Executive Assistant or other office personnel. HUB to provide their own paper for photocopying.

- 2.2.3 Access to the Lower Level Meeting Room following prior arrangement/scheduling with the Executive Assistant or other office personnel.
- 2.2.4 Access to the County's Postage Machine following prior arrangement/scheduling with the Executive Assistant or other office personnel. Postage expenses to be tallied and invoiced to HUB at least annually.
- 2.2.5 Access to the County's Fax Machine following prior arrangement/scheduling with the Executive Assistant or other office personnel.
- 2.2.6 One electrified parking stall.
- 2.2.7 Janitorial Services – including daily removal of garbage and washroom cleaning, as well as weekly vacuuming. Other cleaning services on a cost recovery basis, as required.
- 2.2.8 HUB Staff will be provided with keys to the back door of the building along with a security code access. They will not be provided with keys to the main level.

3. TERM

- 3.1 The rental of this space will be from June 1, 2011 to March 31, 2012
- 3.2 Unless this Agreement is otherwise terminated in accordance with paragraph 6.1, the Agreement may be renewed for a period of one (1) year following the end of March 31, 2012.

4. FEES

- 4.1 HUB shall pay to the County \$400.00 a month for rental of the office space in the lower level of the Administration Building as per paragraph 2 above.

5. INDEMNIFICATION

- 5.1 The County shall indemnify and hold HUB (to include its officers, employees and representatives) harmless against all claims, losses, costs, damages or expenses of any kind, including staff time and legal fees (on a solicitor and own client basis) that HUB may sustain or incur on account of the negligent acts or omissions of the County or its employees, representatives and agents or breach of this Agreement by the County.
- 5.2 HUB shall indemnify and hold the County (to include its officers, employees and representatives) harmless against all claims, losses, costs, damages or expenses of any kind, including staff time and legal fees (on a solicitor and own client basis) that the County may sustain or incur on account of the negligent acts or omission of HUB or its employees, representatives and agents or breach of this Agreement by HUB.

6. TERMINATION OF AGREEMENT

- 6.1 Either party may terminate this Agreement at any time without cause by giving notice in writing to the other party of not less than ninety (90) days.

7. AMENDMENTS

- 7.1 This Agreement may be amended solely by written agreement of both parties.
- 7.2 This Agreement represents the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.

8. DISPUTE RESOLUTION

- 8.1 Should a dispute arise, the County Chief Administrative Officer and HUB Manager will attempt to resolve the dispute through discussion and consensus.
- 8.2 Failing 8.1, the County Council will attempt to resolve the dispute at the HUB Board level.

9. BINDING

- 9.1 This Agreement shall ensure to the benefit of and is binding upon the parties of this Agreement and its respective successors and any assignees of the County and HUB.

10. REPRESENTATIVES

- 10.1 The representative of the parties and the address for notices for the purposes of this Agreement are as follows:

County of St. Paul No. 19

Representative: Chief Administrative Officer
Address: 5015 – 49 Avenue
St. Paul, AB T0A 3A4

HUB

Representative:
Address:

11. SIGNATURES

- 11.1 This Agreement is executed by the parties as the date shown on the first (1st) page of this Agreement.

County of St. Paul No. 19

HUB

Per: _____

Per: _____

Per: _____

Per: _____