

MEMORANDUM OF UNDERSTANDING

(the "MOU")

BETWEEN:

STRATHCONA COUNTY

(the "County")

-and-

SHERWOOD PARK CRUSADERS HOCKEY SOCIETY

(the "Crusaders")

WHEREAS:

- A. The Crusaders is an Alberta Society that is seeking financial support to construct a sports and entertainment facility that can host Alberta Junior Hockey League events and other events and performances (the "Event Centre").
- B. The Crusaders estimate that the total construction costs for the Event Centre project will amount to approximately \$90 million dollars.
- C. The County is a municipality governed by the *Municipal Government Act* (Alberta) (the "MGA"), and the purposes of a municipality under the MGA include providing services, facilities or other things that, in the opinion of the municipal council, are necessary or desirable for all or a part of the municipality and to foster the economic development of the County.
- D. The parties recognize that any County support for the Event Centre project must reflect the County's MGA purposes, and that fulfilling the County's MGA purposes in this case will include, but is not limited to, providing for community access to the Event Centre and making ice time available for community.
- E. The parties recognize the importance of sports, cultural and other events to citizens in the County and the economic development opportunities that can arise from hosting such events.
- F. Each of the parties is an independent entity and has the right to independent decision-making, and any future commitment must be made with regard to the best interests of the Society for the Crusaders and the best interests of residents for the County.
- G. The parties wish to work collaboratively and set out their shared understanding on potential future commitments relating to the Event Centre project.

THEREFORE:

1. Scope of the MOU

- 1.1 This MOU expresses an understanding between the County and the Crusaders in relation to potential future support by the County for the Event Centre and is not intended to create legally enforceable obligations as between the parties or with respect to third parties.
- 1.2 Nothing in this MOU will be interpreted as pre-determining or fettering the County's or the County's representative's discretion, including elected County council's discretion, on any matter, including, but not limited to, any budget decision or any future planning or land use matter related to the Event Centre.

2. Principles

- 2.1 Subject to applicable law, upon request by the County the Crusaders will use reasonable efforts to make available to the County such information as is necessary to ensure appropriate and informed decision-making relating to the Event Centre project and this MOU, including information about any changes to the projected total construction costs associated with the Event Centre project.
- 2.2 If the Crusaders secure funding or financial support independent from any actual or potential County funding or financial support in an amount equal to or greater than 60 million dollars or 66.6% of the total design and construction costs for the Event Centre project, whichever is greater and provide to the County evidence of this funding or support satisfactory to the County, the County agrees to consider providing funding or financial support to the Event Centre project in an amount up to a maximum of the remaining Event Centre project total design and construction costs or 30 million dollars, whichever is less.
- 2.3 Notwithstanding section 2.2 above, the County's commitment to consider providing funding or other financial support is subject to the discretion of County council, the County's budget approval process, and any other applicable County approval processes.
- 2.4 The parties acknowledge that any future County support or commitments that may be provided will be conditional on several criteria or factors which may include, but are not limited to, the County and the Crusaders entering into a lease or other form or forms of agreement governing the support or commitment, which may include repayment terms and ice time guarantees or other terms governing how the Event Centre will be made available to community, Event Centre design and other building specifications, service level guarantees for the Event Centre, and other criteria or factors.
- 2.5 Nothing in this MOU prevents the County from considering any other forms of support for the Crusaders or related to the Event Centre project that the County may wish to consider.
- 2.6 Nothing in this MOU prevents the Crusaders from seeking any other forms of support for the Crusaders or for or related to the Event Centre project from the County or any other governmental body or third party.
- 2.7 All dollar amounts referred to in this MOU are in Canadian currency.

3. Term and Termination

- 3.1 In this section, "Personnel" means any person employed by or associated with a party, including a party's directors, officers, employees, agents, partners, representatives, students, volunteers, subcontractors, and players.
- 3.2 This MOU will be in effect upon execution and in force until December 31, 2024 unless terminated in writing by either party for any reason upon 30 days' written notice to the other party or extended by written agreement of the parties.
- 3.3 The County may immediately terminate this MOU upon written notice to the Crusaders if any matter, conduct or association by or with the Crusaders or its Personnel arises that, in the County's sole discretion, could materially harm the County's general reputation or could harm the County's reputation by its continued association with the Crusaders or its Personnel.

4. Notices

- 4.1 In this section:
- (a) "Business Day" means every day except Saturdays, Sundays, statutory holidays in the Province of Alberta, days in lieu of holiday days as declared by the County, and any other day the County is not open for regular business; and
- (b) "Business Hours" means from 08:30 until 16:30 Alberta time on a Business Day.
- 4.2 Notices required or permitted to be given by one party to the other under this MOU must be in writing and must be delivered by personal delivery, registered mail, or electronic mail to the address for the recipient party set out below or such other address as advised by written notice from one party to the other party at any time and from time to time.

Party	Delivery Method	Address
County	personal delivery or registered mail	STRATHCONA COUNTY Corporate Services and CFO Division 2001 Sherwood Drive Sherwood Park, AB T8A 3W7 Attention: Associate Commissioner, Chief Financial Officer <i>with a copy to:</i> STRATHCONA COUNTY Legislative and Legal Services 2001 Sherwood Drive Sherwood Park, AB T8A 3W7 Attention: Director
	electronic mail	Jennifer.Cannon@strathcona.ca <i>with a copy to:</i> contractmanagement@strathcona.ca

Crusaders	personal delivery or registered mail	SHERWOOD PARK CRUSADERS HOCKEY SOCIETY 101, 10301-109 Street Edmonton, AB T5J 1M4 Attention: Ryan Maxwell
	electronic mail	rmaxwell@the33fund.com

4.3 Notices are deemed to have been given:

(a) if delivered by personal delivery:

(i) if delivered during Business Hours, when it was received by the recipient party; or

(ii) if delivered outside of Business Hours, on the date that is the next Business Day;

(b) if delivered by registered mail, on the date on which the recipient party signed for the registered mail, but in the event of a failure to sign for the registered mail such notice is deemed to have been given 7 days from the date the registered mail was sent; and

(c) if delivered by electronic mail and provided such electronic mail is not returned as undeliverable to the sending party:

(i) if delivered during Business Hours, when it was received by the recipient party; or

(ii) if delivered outside of Business Hours, on the date that is the next Business Day.

5. FOIP

5.1 The parties acknowledge that the County is subject to the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c F-25 (“*FOIP*”), and any records in the custody or under the control of the County, including this MOU, may be subject to disclosure in accordance with *FOIP*.

(This space intentionally left blank)

6. Electronic Signatures

6.1 This MOU may be signed electronically and in any number of counterparts, each of which will be deemed an original for all purposes and all of which when taken together constitute one and the same instrument.

THE PARTIES HAVE SIGNED THIS MOU AS FOLLOWS:

THE CRUSADERS:

THE COUNTY:

**SHERWOOD PARK CRUSADERS
HOCKEY SOCIETY**

STRATHCONA COUNTY

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: Associate Commissioner, Chief
Financial Officer

Date: _____

Date: _____

*/we have the authority to bind the
Crusaders.*

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: Director, Legislative and Legal
Services

Date: _____

Date: _____

*/we have the authority to bind the
Crusaders.*

County Seal