

MEMORANDUM OF UNDERSTANDING

BETWEEN:

City of Cold Lake
(herein referred to as the "City")

OF THE FIRST PART

and

Northern Lights School Division No. 69
(hereinafter called the "NLSD")

OF THE SECOND PART

WHEREAS the City owns and operates the Cold Lake Energy Centre located at 7825 - 51st Street, Cold Lake, Alberta;

WHEREAS NLSD owns and operates Cold Lake High School on lands leased from the City;

WHEREAS Cold Lake High School created the Envi-Royals Club, an extra curricular club engaging students to support environmental awareness initiatives within the school.

WHEREAS the parties wish to set out their mutual understanding with respect to the collection of recyclables within the Cold Lake Energy Centre;

WHEREAS considerations set forth in a Memorandum of Understanding ("Agreement") and all other terms and conditions set forth in all relevant policies will continue to be in effect and enforceable under this Agreement;

NOW THEREFORE this Agreement witnesseth that in consideration of the covenants, conditions and stipulations herein contained, the parties hereto covenant and agree with each other as follows:

1.0 Term: This Agreement shall commence upon full execution and will continue until August 31, 2025, unless terminated earlier in accordance with this agreement.

2.0 Financial Contribution: Subject to the terms and conditions of this Agreement, the City will permit Cold Lake High School to collect empty beverage containers from the Cold Lake Energy Centre for the purpose of collecting any applicable container deposit refunds.

3.0 NLSD Responsibilities:

- 3.1 The City will allow Cold Lake High School to collect empty beverage containers from the Cold Lake Energy Centre between the hours of 8:00 a.m. to 8:00 p.m. Collection of empty beverage containers outside these hours will require the City's written permission.
- 3.2 NLSD will be responsible for providing all manpower and containers to remove and transport the empty beverage containers from the Cold Lake Energy Centre.
- 3.3 NLSD must acknowledge this contribution of the City in any public disclosures related to the Envi-Royals Club program.

4.0 Notice

- 4.1 Any notice to be given by the parties hereto will be in writing and will either be delivered personally or mailed by prepaid registered mail as follows:

City of Cold Lake
5513 - 48th Avenue
Cold Lake, Alberta T9M 1A1
Attention: General Manager of Community Services

To the Northern Lights School Division No. 69:
6005 50 Avenue, Bonnyville Alberta T9N 2L4
Attention: Superintendent
Fax: (780) 826-4600

- 9.1 Notice given in any such manner will be deemed to have been received by the party on the day of delivery or upon the seventh (7th) day after the day of mailing. Any party may change its' address for service from time to time upon written notice to that effect.

10. **Non-Waiver:** Failure of the parties to insist upon or to enforce strict performance of any of the terms of this Agreement shall not be construed as a waiver of their rights to assert or rely upon such terms subsequently.

11. **Assignment:** NLSD may not assign this agreement without express written consent of the City.

12. **Force Majeure:** Neither party shall be considered in breach of this Agreement because of delays or failure to fulfill the terms of this Agreement due to events of force majeure beyond the control of the parties, which include, but are not limited to: natural disasters, weather conditions, government action or inaction, fire, flood, epidemic, loss, destruction, or any maintenance of City transit property, quarantine restriction, or labor strikes.

13. Default & Termination:

13.1 If the City is of the opinion that the NLSD has undertaken or permitted any activity within a City facility which is outside of what is permitted by this Agreement, may be a nuisance or cause damage, if the NLSD is in default of any of the terms or conditions of this Agreement inclusive of any of any relevant policies, the City may terminate this Agreement by providing 30 days written notice to the other party and the NLSD must immediately vacate the Premises.

13.2 Either party may terminate this Agreement for any reason whatsoever upon providing 30 days' notice in writing to the other party.

14. Release of Liability and Indemnity

14.1 The NLSD shall waive and release the City from any liability for damage or loss to any persons or property which occurs in connection with this agreement, the premises, the building, and its grounds.

14.2 The NLSD will at all times indemnify and save harmless the City from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including without restriction legal costs on a solicitor and his own client full indemnity basis), and expenses whatsoever that may be bought, made or incurred by or against the City by reason of, arising out of, or in any way related to, the use of the Premises by the NLSD, its' members, employees, administration, invitees, agents, or contractors.

15. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties and supersedes all prior representations and discussions pertaining to all matters directly or indirectly covered in this Agreement. There are no conditions, warranties, representations, understandings, or agreements of any nature other than as set out in this Agreement. By executing this Agreement, the parties acknowledge that they have taken as much time and independent advice as thought necessary to consider matters before entering into this Agreement. This Agreement may only be amended by a subsequent written instrument signed by both parties.

16. **Acknowledgement and Acceptance of Terms:** Each of the parties agree that it fully understands the terms of this Agreement and accepts the provisions of this Agreement voluntarily, acting wholly upon its own judgement, belief, and knowledge, and that it has not been influenced in entering into this Agreement by any act, statement, or representation of any party to this Agreement.

IN WITNESS WHEREOF the parties herein under proper authorization, hereby duly execute this Agreement this _____ day of _____, 2024.

CITY OF COLD LAKE

Per: _____

Print name: _____

Per: _____

Print name: _____

Northern Lights School Division No. 69

Per: _____

Superintendent:

Per: _____

Cold Lake High School Principal: