

TATE CREEK COMMUNITY CENTRE FUNDING AGREEMENT

BETWEEN:

PEACE RIVER REGIONAL DISTRICT

Box 810

1981 Alaska Avenue

Dawson Creek, BC V1G 4H8

(hereinafter called the "District")

ON THE FIRST PART

AND:

"Tomslake and District Recreation Commission"

PO Box 47

Dawson Creek, BC V0C 2L0

Society Registration No. S-0012259

(hereinafter called the "Commission")

OF THE SECOND PART

WHEREAS the Commission is the registered owner in fee simple of the Tate Creek Community Centre described as:

15439 Old Edmonton Highway

(the lands and premises are hereinafter collectively called the "Facility and Grounds")

AND WHEREAS the District established a service area by Bylaw No 2291, 2017 to permit the Peace River Regional District to establish capital reserve and operating accounts for the purpose of providing financial assistance to operate a community centre in Tate Creek at 15439 Old Edmonton Highway which offers recreational, cultural, and educational programming to residents;

AND WHEREAS the purpose of the agreement between the District and the Commission is to define the conditions under which the District will release funds to the Commission for the operation of the Facility and Grounds;

NOW THIS AGREEMENT WITNESSES that, in consideration of the premises and the covenants hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

1. Term

(a) The District hereby agrees to enter into a five (5) year agreement and commencing with the 13 day of April, 2018 to and including the 12 day of April, 2023 (the "Term") unless earlier terminated or extended as provided in this Agreement.

(b) Upon expiry of the Term, the Agreement may be renewed by confirmation in writing by the parties for one additional five (5) year term provided all obligations of the Agreement are met by the Commission.

2. Community Use

It is hereby understood that the Facility and Grounds is provided for community recreation and cultural use and the Commission will make reasonable efforts to make the Facility and Grounds available to other groups and members of the general public for activities consistent with its intended use.

3. Assignment

- (a) The Commission shall not assign this Agreement except with the written consent of the District
- (b) The Commission may at their discretion establish a committee to manage the day to day operations of the Facility and Grounds.
- (c) Despite establishing a committee to operate the facility, the Commission will be ultimately responsible for the obligations under the Agreement.

4. Costs, Fees and Revenue

- (a) Where the District's annual budget so provides, the District may, but is not obligated, to provide the Commission with funding requisitioned from the taxation area. Such funds shall not exceed the taxation limit set by bylaw.
- (b) The Commission is required to use such funding for the sole purpose of operating, repairing and maintaining the Facility and Grounds.
- (c) Excess funds shall be retained in a surplus account for application to future capital or operating expenses and must be reported to the District on an annual basis.
- (d) On or before December 1st of each year during the Term, the Commission will provide the District with an annual budget that details the following:
 - i. Previous year's expenses
 - ii. Previous year's revenue
 - iii. Projected expenses
 - iv. Projected revenues
 - v. Funding request from District
- (e) The District acknowledges that the Commission may at its discretion accept donations and charge fees for access to the Facility and Grounds.
- (f) The Commission shall not be eligible to apply to the District for "Sub-Regional Recreational and Cultural Grants-in-Aid" for any programs, capital or operating items associated with the Facility and Grounds.
- (g) If so approved by the Regional District Board, funds will be made payable in full to the Commission on or about August 1st of each year.
- (h) In exceptional circumstances before August 1st of any year, the Commission may make a request in writing to the District's Chief Financial Officer to receive an advance to be deducted from the operating funds payable on or about August 1st.

5. Reporting

- (a) The Commission shall keep accurate and distinct books of account, receipts, records, vouchers, papers and documents in relation to the Commission's management and operation of the Facility and Grounds according to generally accepted accounting standards and in a manner acceptable to the District. The Commission shall not allow any crossover between financial records respecting the Facility and Grounds and any other financial records kept by the Commission.
- (b) On or before December 1st of each year, commencing December 1, 2018, the Commission shall provide to the District financial statements for the prior 11 months respecting the management and operation of the community centre and setting out the gross revenue and expense in relation to the community centre.
- (c) The Commission shall provide the District with a comprehensive annual report on or before December 1st each year, in a form acceptable to the District, addressing at least the following in respect to the previous calendar year:
 - i. Participation numbers
 - ii. Rentals and events
 - iii. Facility inspections
 - iv. 5 year capital plan
 - v. Financial statements
- (d) The Commission agrees that the District and its auditors, upon request, shall have access to the books of account, records, vouchers, cheques, papers and documents of and which may relate to the operation, repair and maintenance of the Facility and Grounds.
- (e) The District retains the right to have all financial statements pertaining to this Agreement audited at their own expense with the Commission's full cooperation.

6. Termination

- (a) Should the Commission default on any of the covenants contained in this Agreement, the District may terminate this Agreement should the Commission fail to rectify such default within thirty (30) days of being given notice to do so by the District.
- (b) This Agreement may be terminated by either party upon giving sixty (60) days' written notice of its intention to so terminate. Upon termination, no amount will be owed by the District to the Commission due to the termination.
- (c) The Commission is not entitled to compensation for losses, loss of market value, relocation costs or other costs due to the termination of this Agreement.

7. Cessation of the Commission

Should the Commission, at any time during the Term, cease to exist as a registered society, then the Agreement will terminate.

8. No Partnership or Joint Venture

Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties or as giving the Commission any power or authority to bind or act as an agent of the District in any way.

9. Succession

This Agreement will remain in effect after its expiration date to facilitate negotiations for renewal of the Agreement. This succession will be considered a temporary, month-to-month arrangement and continue to be subject to all terms of this Agreement. If a suitable arrangement cannot be reached within a reasonable amount of time, the District has the right to terminate this Agreement.

10. Notices

- (a) Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email, when received. Either party may, from time to time, advise the other by notice in writing, of any change of address of the party, giving such notice and from and after the giving of such address specified therein this shall, for the purpose of this paragraph, be conclusively deemed to be the address of the party giving such notice.

- (b) The addresses for delivery will be as follows:

Peace River Regional District

PO Box 810

1981 Alaska Avenue, Dawson Creek, BC V1G 4H8

c/o Chief Administrative Officer

Phone: (250)784-3200 Email: prrd.dc@prrd.bc.ca

Tomslake & District Recreation Commission

PO Box 47

Tomslake, BC V0C 2L0

C/O President

11. Entire Agreement

This Agreement shall be deemed to constitute the entire Agreement between the District and the Commission with respect to the matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by either party to this Agreement.



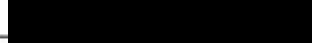
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12. Waiver

- (a) A waiver is effective only if it is in writing.
- (b) No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

13. Miscellaneous

- (a) Nothing in this Agreement affects the right of the District to exercise its powers within its jurisdiction.
- (b) Time is of the essence.
- (c) This Agreement shall be governed by the laws of the Province of British Columbia.
- (d) If any portion of this Agreement is held at any time invalid by a court of competent jurisdiction, the invalid portion and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
- (e) The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of the Agreement.
- (f) In this Agreement, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, had been used where the context of the parties hereto so require.
- (g) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
- (h) IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year written below.


Chair

PEACE RIVER REGIONAL DISTRICT

Chief Administrative Officer
PEACE RIVER REGIONAL DISTRICT

April 12, 2018
Date

April 13/18
Date


Signing Officer
Tomslake & District Recreation Commission

Mar 8 2018
Date


PRINT NAME