

TUMBLER RIDGE MUSEUM FOUNDATION FUNDING AGREEMENT

This agreement dated for reference the ____ day of _____, 2023 (the “**Agreement**”).

BETWEEN:

PEACE RIVER REGIONAL DISTRICT
Box 810
1981 Alaska Avenue
Dawson Creek, BC V1G 4H8
(hereinafter referred to as the “Regional District”)

OF THE FIRST PART

AND:

TUMBLER RIDGE MUSEUM FOUNDATION
Box 1348
255 Murray Drive
Tumbler Ridge, BC V0C 2W0
Society Registration No. S-0044748
(hereinafter called the “Foundation”)

OF THE SECOND PART

WHEREAS:

- A. The Regional District is a regional district in British Columbia;
- B. The Regional District enacted Bylaw No 2476, 2022 to establish the “Dinosaur Museum Grant in Aid” service (the “Service”), which authorizes the Regional District to provide grants in aid to non-profit societies or local governments for the development, improvement, operation and maintenance of the Dinosaur Discover Gallery and Paleontology Research Centre located in the Peace River Regional District (hereinafter collectively called “the Dinosaur Museum”);
- C. The Foundation is a registered non-profit society which currently operates the Dinosaur Museum; and
- D. The purpose of this Agreement is to define the conditions under which the Regional District may release grant funds to the Foundation for the development, improvement, operation and maintenance of the Dinosaur Museum;

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:

1.0 Definitions

- 1.1 “**Agreed Purposes**” means those purposes set out in Schedule “A” of this Agreement
- 1.2 “**Dinosaur Museum**” means the Dinosaur Discover Gallery and Paleontology Research Centre located in the Peace River Regional District.
- 1.3 “**Grant**” means an annual grant of funds in the amount approved by the Regional District’s Board as part of the financial plan adopted by the Board in that year and recovered in accordance with

Bylaw No 2476, 2022, and which is provided by the Regional District to the Foundation for the Agreed Purposes subject to the terms of this Agreement.

2.0 Term

- 2.1 This Agreement shall have a term of five (5) years commencing on _____ day of _____, 2023 to and including the _____ day of _____, 2028 (the “Term”), except where terminated or extended as provided in this Agreement.
- 2.2 Prior to the expiry of the Term, this Agreement may be extended for one additional five (5) year term by signed written agreement between the parties provided that the Foundation has not materially breached an obligation of this Agreement which has not been remedied or waived in writing by the Regional District.

3.0 Funding

- 3.1 The Regional District may, in its sole discretion, provide the Foundation with a Grant subject to the terms of this Agreement.
- 3.2 Where the Regional District has determined to provide a Grant, the Regional District shall remit the Grant to the Foundation in one lump-sum payment by August 1st of the year of such determination. The Foundation may make a request in writing to the Regional District’s Chief Financial Officer to receive some or all of the Grant funds before August 1st. The Regional District may in its sole discretion, acting reasonably, approve or reject such request.
- 3.3 The Foundation shall use the Grant only for the Agreed Purposes and subject to the terms of this Agreement. The Grant shall not be used for any other purposes without the prior written consent of the Regional District.
- 3.4 The Foundation shall not be obligated to spend in any year all of the Grant or other sums received by it in such year, and may carry forward as surplus any balances remaining for the accomplishment of the Agreed Purposes in future years. The parties acknowledge and agree that the Regional District may consider the existence of surplus funds in determining whether to provide a Grant, and if so, the Grant amount, to the Foundation for the following year.

4.0 General Obligations

- 4.1 The provision of a Grant is subject to the Foundation complying with the following obligations during the Term:
- (i) Remaining a “society” under the *Societies Act* (British Columbia) in good standing in accordance with the laws and regulations of the Province of British Columbia;
 - (ii) Compliance with the accounting and reporting obligations set out in section 5 of this Agreement;
- 4.2 In the event that the Foundation is in breach of s. 4.1 of this Agreement and fails to cure such breach within 30 days of receipt of written notice from the Regional District advising of the breach,

the Regional District may withhold all or part of a Grant that otherwise would be made by the Regional District under section 3 hereof.

5.0 Accounting and Reporting Obligations

- 5.1 The Foundation shall keep separate, accurate and up-to-date accounts and records relating to the Foundation's management and operation of the Dinosaur Museum. The accounting and financial records concerning the Dinosaur Museum shall be prepared according to generally accepted accounting principles and kept distinct from all other accounting and financial records prepared by or on behalf of the Foundation.
- 5.2 The Foundation shall keep all invoices, receipts and accounts and any other relevant documents relating to the receipt and expenditures of a Grant for a period of at least 6 years following receipt of any Grant monies to which they relate. The Regional District shall have the right to review, at the Regional District's request from time to time, the Foundation's accounts and records that relate to the expenditure of Grant monies and shall have the right to take copies of such accounts and records.
- 5.3 By November 1st of each year during the Term, the Foundation shall provide the Regional District with an annual budget that details the following:
- (i) Current year expenses to date;
 - (ii) Current year total projected expenses;
 - (iii) Previous year's expenses;
 - (iv) Previous year's revenue;
 - (v) Projected expenses;
 - (vi) Projected revenues;
 - (vii) Annual funding request from the Regional District; and
 - (viii) Such other information as the Regional District may reasonably request upon 30 days' notice in writing to the Foundation.
- 5.4 By June 30th of each during the Term, the Foundation shall provide the Regional District with a comprehensive annual report in a form acceptable to the Regional District, setting the following information respect to the Association's previous fiscal year:
- (i) financial statements;
 - (ii) the amount, source and use of any third-party funding obtained by the Foundation;
 - (iii) the amount of surplus funds and a breakdown of surplus funds attributable to each funding source and how the Association intends to use the surplus funds.

- (iv) statistics on visitors and participants for each program, exhibit, and facility operated by the Foundation in connection with the Dinosaur Museum, including a comparison of such statistics with the most recent prior year;
- (v) a description of events, programs, exhibits and facilities provided in connection with the Dinosaur Museum; and
- (vi) such other metrics and information as the Regional District may reasonably request upon 30 days' notice in writing to the Foundation.

5.5 The Foundation shall on request of the Regional District from time to time provide the Regional District with such further information, explanations and documents as the Regional District may reasonably require in order for it to establish that a Grant has been used properly in accordance with this Agreement. The Regional District shall have the right to audit the Foundation's compliance with this Agreement and the Foundation shall permit any person authorised by the Regional District reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Foundation's fulfilment of the Conditions and shall, if so required, provide appropriate oral or written explanations from them. Such access shall be arranged for a time mutually convenient to the Parties and any cost to the Foundation of facilitating an audit in accordance with this clause shall be reimbursed by the Regional District. The Regional District shall have the right to audit the Foundation's financial statements at the Regional District's cost.

6.0 Termination

6.1 The Regional District may terminate this Agreement upon providing the Foundation 30 days' notice if:

- (a) Any of the following events occur:
 - (i) the Foundation fails to file its annual reports or is otherwise no longer in good standing under the *Societies Act* (British Columbia);
 - (ii) the Foundation breaches sections 4 (General Obligations) or 5 (Accounting and Reporting obligations) or any other material term or condition of this Agreement;
 - (iii) The Foundation uses a Grant for purposes other than the Agreed Purposes without the prior written consent of the Regional District;
 - (iv) Bylaw No 2476, 2022 is repealed or amended such that the Service is terminated or the Foundation is not the recipient of the contribution provided for thereunder; or
- (b) In the case of 6.1(a)(i) or (ii), the Foundation fails to the correct such breach and notify the Regional District of such correction and provide evidence demonstrating such correction within 30 days of receipt of the Regional District's termination notice under this section 6.1.

- 6.2 Either party may terminate this Agreement for any or no reason upon giving the other party 90 days' notice. Any Agreement termination would be subject to Regional District Board of Director Approval.
- 6.3 Upon termination of this Agreement for whatever reason, the Foundation shall not be entitled to a Grant or any part thereof that the Foundation would have received had the Agreement not terminated.

7.0 FREEDOM OF INFORMATION

The Foundation acknowledges that the Regional District is subject to the *Freedom of Information and Protection of Privacy Act (FOIPPA)*, that the Regional District may be legally obligated to disclose to a person parts, or all, of this Agreement and any documents legally connected to this Agreement, and that the authority of the Regional District to refuse to disclose a record containing third party confidential information is limited as set out in section 21 of *FOIPPA*.

8.0 No Partnership or Joint Venture

Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent or partnership or a joint venture between the parties or as giving the Foundation any power or authority to bind or act as an agent of the Regional District in any way.

9.0 Notices

- 9.1 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.
- 9.2 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 and community.services@prrd.bc.ca

Tumbler Ridge Museum Foundation

Box 1348

255 Murray Drive, Tumbler Ridge, BC V0C 2W0

c/o Executive Director

Phone: (250) 242-3466 Email: zena.conlin@trmf.ca

10.0 Entire Agreement

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

11.0 Waiver

11.1 No waiver of any provision of this Agreement shall be made effective unless it is in writing and signed by the waiving party.

11.2 No waiver by either party of any breach by the other party of any provision of this Agreement will be a waiver of any subsequent breach or of any other any provision of this Agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any other rights and remedies with respect to such or any subsequent breach.

12.0 Amendments

No modifications or amendments of this Agreement shall be effective unless made in writing and signed by the parties or their respective duly authorized agents.

13.0 Assignment

The Foundation shall not assign this Agreement except with the prior written consent of the Regional District which the Regional District may withhold in its sole discretion.

14.0 Other Terms

14.1 Nothing in this Agreement affects the right of the Regional District to exercise its statutory authority.

14.2 Time shall be of the essence in this Agreement.

14.3 This Agreement shall be governed by the laws of the Province of British Columbia.

14.4 If any portion of this Agreement is held at any time invalid by a court of competent jurisdiction, the invalid portion shall not affect the validity of the remainder of this Agreement.

14.5 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.

14.6 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.

14.7 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year written below.

Chair
PEACE RIVER REGIONAL DISTRICT

Date

Chief Administrative Officer
PEACE RIVER REGIONAL DISTRICT

Date

Signing Officer
Tumbler Ridge Museum Foundation

Date

PRINT NAME

Date

DRAFT

SCHEDULE "A" – Agreed Purposes

- The development, improvement, operation and maintenance of the Dinosaur Museum.

DRAFT