

Funding Agreement

FCC AgriSpirit Fund

This agreement is made effective on the date of its signature by all parties (the "Effective Date").

Between:

Farm Credit Canada ("FCC")

and

Sunset Prairie Recreation Commission (the "Recipient" or "you")

and

Peace River Regional District (the "Municipality or Charitable Organization")



Whereas

A. The Recipient wishes to carry out a charitable or community enhancement activity (the "Project") for the purposes and according to the timeline and budget described in the Recipient's funding application ("Funding Application"), which is attached to and forms a part of this Agreement.

B. FCC, in support of its mandate, wishes to provide a financial contribution to the Project;

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1 Funding Amount

- (a) FCC agrees to provide you with a one-time contribution to the Project in the amount of \$10,000 (the "Funding Amount").
- (b) The Funding Amount will be delivered to you after the Effective Date set out at the top of this Agreement.
- (c) You understand and agree your receipt of the Funding Amount does not imply a commitment on FCC's behalf of to provide any other funding beyond the terms described in this Agreement.
- (d) You agree you shall not be eligible for, nor will you make application for, funding under the Recipient for a period of four years from the date of receipt of funding under this Agreement.

2 Funding Requirements

- (a) **Funding Amount only to be used for Project:** You agree the entire Funding Amount must be used only for the Project you described in your Funding Application dated March 18, 2020 and the Project will be completed on the later of: (i) by the date described in your Funding Application; and (ii) December 31, 2022.
- (b) **Reporting:** You agree to report to FCC regularly on any changes to the Project and permit FCC to inspect the Project at such times that FCC deems appropriate.
- (c) **Financial management:** You agree you will keep the Funding Amount separate from your operating funds and maintain adequate financial records that document your use of the Funding Amount, including records of payment, receipts and invoices. You agree you will make your financial records related to management and use of the Funding Amount available to FCC at reasonable times. You will provide FCC with confirmation that you have received the Program Funds.
- (d) **Unused funding to be returned to FCC:** You understand and agree that time is of the essence of this Agreement and agree to return any part of the Funding Amount that has not been used to pay for expenditures related directly to the Project to FCC.
- (e) **Reporting on completion:** Upon completion of the Project, you agree to submit proof of project completion using the online Project Completion Form to be provided by FCC via email. This form includes your narrative account of what was accomplished by the Project, including your confirmation the Project was conducted in conformity with the terms of this Agreement. It also includes a final statement of cash inflows and outflows for the Project (including uploaded digital copies of invoices and/or receipts adding up to the Funding Amount), samples of publicity and articles as well as photos of the completed project and affixed signage recognizing FCC's contribution.
- (f) **No changes unless approved in writing:** Any modification of the Project description, timeline or budget or alternative use of the Funding Amount must be agreed to by FCC in writing and in advance to be effective.

3 Recipient agrees to notify FCC of any change in status

You agree to immediately notify FCC of any material change in your status (including changes to senior management, key personnel or directors), the Project, or anything else that could reasonably be perceived as affecting your ability to carry out the Project or be otherwise eligible for the Funding Amount.

4 Recipient Representations and Warranties

(a) FCC relies on the truth, authenticity and accuracy of your representations and warranties in this Agreement to confirm your eligibility for the Funding Amount. You agree that the information you provided to FCC in support of your funding application is true and accurate and you know of no reason others might consider you to be ineligible

Select one of the options that best describes your status as a funding Recipient:

<input type="checkbox"/>	You are the authorised representatives of a registered not-for-profit corporation in good standing under the laws of <u>S.C.</u> (insert name of province) and have or will enter into a partnership agreement with a charitable organization within the meaning of the <u>Income Tax Act</u> of Canada, which is a party to this Agreement.
<input checked="" type="checkbox"/>	You are the authorised representatives of a registered not-for-profit corporation in good standing under the laws of <u>BC</u> (insert name of province) and have or will enter into a partnership agreement with a municipality, which is a party to this Agreement.

5 Advertising and Promotion

(a) You agree to cooperate with FCC in its advertising and promotion of the Project. This means that you will complete all of the advertising and promotion activities you described in your Funding Application:

Media release/press conference
Announcement at grand opening or event
Naming rights

In addition you agree:

- (a) to provide FCC with reasonable notice of all media events concerning the Project and invite FCC to attend all such events;
- (b) to cooperate with FCC in any advertising and promotion plan FCC may have developed for the Project; and
- (c) to provide FCC with photographs of the Project upon request.

(b) You agree to affix or erect permanent signage recognizing the financial contribution of FCC to the Project and you agree to comply with any requirements of FCC as to its name and logo are displayed. You agree that you will make use of FCC's name, logo or initials only as permitted by FCC.

6 Default and Remedies

(a) You are required to comply with all the terms of this Agreement. It is a default and failure to comply if:

- (a) You fail to complete the Project by the agreed to completion date or you or fail to comply with any term of this Agreement;
- (b) You use any part of the Funding Amount for purposes other than for the Project; or
- (c) FCC determines any of the information you provided to FCC to be false or misleading.

(b) In case of a default, FCC is entitled to do any of the following: terminate this Agreement, demand repayment of all or part of the Funding Amount within 30 days, pursue any and all legal rights and remedies available to it to recover the Funding Amount, and contact any government authority or regulator to advise it of the default of the Recipient.

7 Limitation of Liability and Indemnification

(a) In no event will FCC be responsible for any direct, indirect, or consequential damages sustained by the Recipient or any agent, howsoever caused.

(b) The Recipient will indemnify and save harmless FCC, as well as its directors, officers, employees and agents, from and against all liability, claims, demands, losses, damages and actions including legal fees and disbursements, whatsoever and by whomever made for injury, death, environmental impact or property damage arising out of or in any way connected to the Project or FCC's funding under this Agreement.

8 Privacy Act and Access to Information Act

(a) All personal information provided to FCC is protected under Canada's *Privacy Act*.

(b) The Recipient acknowledges that FCC, as a federal Crown Corporation, is subject to the provisions of the *Access to Information Act of Canada* (the "Act"), which provides a right of access to information in records under the control of government. As a result, this Agreement and any associated materials may be required to be disclosed by FCC in order for FCC to comply with the provisions of that Act.

9 Conflict of interest

(a) You shall ensure no officer or any directing mind of the Recipient or its agent is: (i) an employee or director of FCC, (ii) an immediate family member of an employee or director of FCC, (iii) a member of the House of Commons, or (iv) a former federal public office holder or servant governed by the *Conflict of Interest Code for Members of the House of Commons* and you shall ensure that no person described in

this section shall be allowed to derive any financial advantage resulting from FCC's financial contributions under this Agreement.

(b) You agree that you will immediately disclose to FCC without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

10 General

(a) **Entire agreement:** This Agreement contains the entire agreement between the Recipient and FCC and supersedes all prior oral or written negotiations or agreements with respect to the same subject matter;

(b) **No assignment:** The Recipient or its agent is not permitted to assign any part of this Agreement to anyone without the written consent of FCC.

(c) **Governing law:** This Agreement is governed by and interpreted according to the laws of Canada and of the Province of Saskatchewan.

(d) **Further assurances:** The Recipient agrees to execute and deliver such further acts and do such things as FCC may reasonably request from time to time order give full effect to the purposes of this Agreement.

(e) **Counterparts:** This Agreement may be executed in counterparts. Each counterpart will be deemed an original document and all of the counterparts will constitute one instrument notwithstanding the date of execution. A faxed or e-mailed scanned pdf-format copy of a signature of one Party will be deemed to be an original signature until such time as an original signature has been received by the other Party.

11 Notice

Any notice which FCC or the Recipient may desire or be requested to serve upon each other, shall be served on any business day in writing, by facsimile, by email or in to the address set out below. A party's address for notice must be made by advising the other parties in writing:

FCC	FCC Community Investment 1800 Hamilton Street, Regina SK S4P 4L3 agrispirit-agriesprit@fcc-fac.ca
Sunset Prairie Recreation Commission	Your address <u>9888-Rd 237 Box 180 Arras</u> Province <u>B.C.</u> Postal Code <u>V0C 1B0</u> Email <u></u> Telephone <u></u>
Peace River Regional District	Your address <u></u> Province <u></u> Postal Code <u></u> Email <u></u> Telephone <u></u>

12 Acknowledgement and Consent of Municipality or Charitable Organization.

The Municipality or Charitable Organization agrees to be bound by the terms of this Agreement and, in particular, to:

- (a) Receive and administer the Funding Amount on behalf of the Recipient;
- (b) Ensure that the Funding Amount is used only for the Project;
- (c) Send an email confirming receipt of Funding Amount to AgriSpirit@fcc.ca; and
- (d) If the Recipient fails to do so: complete and submit the FCC the Project Completion Form.

I agree to the terms of this Agreement and confirm that I have the authority to legally bind the undersigned to the terms of this Agreement:

Accepted on behalf of Sunset Prairie Recreation Commission

Signature _____

Print Name LINDA Ash

Print Position Secretary

I have authority to legally bind the Recipient

Accepted on behalf of Peace River Regional District

Signature _____

Print Name _____

Print Position _____

I have authority to legally bind the municipal body, agency or division - Peace River Regional District

Accepted on behalf of Farm Credit Canada

Carla Warnyca

Manager, Community Investment

I have authority to legally bind Farm Credit Canada

