



DISTRICT OF TAYLOR

www.DistrictofTaylor.com

Box 300, Taylor, BC V0C 2K0

DISTRICT OFFICE
10007 - 100A Street

Phone: (250) 789-3392
Fax: (250) 789-3543

January 25, 2021

Peace River Regional District – Area B
Attn: Karen Goodings, Director
1981 Alaska Avenue
Dawson Creek, BC V1G 4H8

Dear Director Goodings:

Re: Draft North Peace Rural Road Coalition Memorandum of Understanding (MOU)

At the December 7, 2020 Regular Council Meeting, Mayor Fraser advised that the Peace River Regional District can no longer manage contract and procurement administration for the North Peace Rural Roads Coalition as an economic development function does not currently exist within the regional district to support the administration of this contract.

A further discussion took place at the Special Council Meeting held on December 15, 2020, where Council resolved that a MOU be drafted for the District of Taylor to take over contract and procurement administration for the North Peace Rural Roads Coalition.

The enclosed draft MOU was brought forward at the January 18, 2021 Regular Council Meeting for Council's review and feedback. During this meeting, Mayor and Council resolved to endorse the draft MOU and requested that it be distributed to participating local government partners for further review and feedback.

We kindly request that the enclosed draft MOU be included for discussion at your upcoming Board Meeting.

Should you have any questions, please contact our office at (250) 789-3392.

Sincerely,

Tyla Pennell
Acting Chief Administrative Officer/Corporate Officer

cc: Shawn Dahlen, Chief Administrative Officer
Tyra Henderson, Corporate Officer

**NORTH PEACE RURAL ROADS COALITION
MEMORANDUM OF UNDERSTANDING**

BETWEEN:

THE DISTRICT OF TAYLOR

located at 10007 – 100th A Street, Taylor, BC V0C 2K0
and having as its mailing address PO Box 300, Taylor, BC V0C 2K0
(the “District”)

AND:

THE PEACE RIVER REGIONAL DISTRICT – AREA B

located at 1981 Alaska Avenue, Dawson Creek, BC V1G 4H8
and having as its mailing address PO Box 810, Dawson Creek, BC V1G 4H8
(the “PRRD”)

AND:

THE DISTRICT OF HUDSON’S HOPE

located at 9904 Dudley Drive, Hudson’s Hope, BC V0C 1V0
and having as its mailing address PO Box 330, Hudson’s Hope, BC V0C 1V0
(“Hudson’s Hope”)

(collectively, the “Parties” or the “Coalition”)

PURPOSE:

The purpose of this memorandum of understanding is to outline the parameters of the contract and procurement administration for the North Peace Rural Roads Coalition, (the Coalition) commencing in 2021.

The **DISTRICT OF TAYLOR** agrees to provide contract and procurement administration for the coalition as follows:

- **Coalition Management:**
 - Initiate and manage the Request for Quotation (RFQ) procurement process for the Coalition’s review and consideration by the Coalition.
 - Provide a contact to the Coalition to finalize details and support the administration of this Memorandum of Understanding.
 - Collect resolutions of support from participating local governments for the financial commitment to the Coalition for the duration of the contract term.
 - Issue quarterly invoices to each participating local government, which includes a year-to-date summary of financial transactions.
- **Contract Management:**
 - Award the contract based on direction from the Coalition.
 - Manage the fully executed contract for the Coalition and issue contract payments as outlined within the contract, as amended from time to time.
 - Pay any invoices provided and approved for the contractor.
 - Maintain a general ledger of all financial transactions related to the contract, in accordance with the Public Sector Accounting Board standards.

All Parties, agree to:

- **Coalition Management:**
 - Follow the Project Charter and Task Force Terms of Reference for the North Peace Rural Roads initiative effective May 22, 2018, as amended from time to time.
 - Agree upon each participating local government's financial commitment to the Coalition contract. (Estimated contract value between \$50,000-\$150,000 per year.)
 - Provide a resolution of support to the District of Taylor for each local government's commitment of funds, as agreed upon by the Coalition, for the term of the contract.
 - Review and amend (when required) the terms and financial contributions of this Memorandum of Understanding annually or sooner if required.
 - Reach consensus on all decisions and amendments related to this Memorandum of Understanding.
 - Review the contract and procurement administration for the Coalition at any time. (This administration may be re-designated to another participating local government at the discretion of the Coalition.)
 - Indemnify and hold harmless the District of Taylor for all North Peace Rural Roads Coalition & Task Force activities provided by or take place in the District of Taylor.
- **Contract Management:**
 - Review and evaluate responses to the Coalition RFQ and agree upon a desired proponent.
 - All decisions and amendments to the issuance, extension or termination of any contracts be determined by simple majority with all Coalition representatives present.
 - All contract delivery and day-to-day business decisions may be made by simple majority.
 - Provide a contact to the District of Taylor in order for staff to distribute invoices and any other necessary information to Coalition representatives.
 - Review the contract at least three months prior to its expiration to determine next steps which could include contract extension/renewal, contract termination, or tender of a new contract.
 - Review quarterly invoices and year-to-date financial transactions relating to the contract.
 - Discuss any questions or concerns regarding the financial transactions with the Contractor.

EXECUTION AND DELIVERY OF MEMORANDUM OF UNDERSTANDING

- This memorandum of understanding may be entered into by a separate copy of this memorandum of understanding being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method agreed to by the parties.
- The parties have executed this memorandum of understanding as follows:

<p>SIGNED on the _____ day of _____ 2021 by the District of Taylor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>	<p>SIGNED on the _____ day of _____ 2021 on behalf of the Peace River Regional District – Area B by its duly authorized representative:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>
--	---

<p>SIGNED on the _____ day of _____ 2021 by the District of Hudson's Hope (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>
