



BYLAW NO. 130

A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT FOR THE PROVISION OF RECREATION AND COMMUNITY SERVICES IN THE SAYWARD VALLEY

WHEREAS the former Comox-Strathcona Regional District has, by Bylaw No. 2150, entered into an agreement with the Sayward Community Recreation Society for the delivery of recreation and community uses within the Sayward Valley;

AND WHEREAS a bylaw of the former Comox-Strathcona Regional District that applies within all or part of the area comprising the Strathcona Regional District remains in force as a bylaw of the Strathcona Regional District until amended or repealed;

AND WHEREAS the Strathcona Regional District and the Sayward Community Recreation Association wish to enter into a new agreement to provide recreation and community uses in a cooperative manner;

NOW THEREFORE the Board of Directors of the Strathcona Regional District, in open meeting assembled, enacts as follows:

Agreement Authorized

1. The Regional District may enter into an agreement with the Sayward Community Recreation Association for the provision of recreation and community uses.

Form and Substance

2. The agreement authorized in section 1 shall be substantially as set out in Appendix 'A', attached to and forming part of this bylaw.

Authority to Execute

3. The Chair and Corporate Officer shall have full authority to execute the agreement following adoption of this bylaw.

Repeal

4. Bylaw No. 2150, being Sayward Recreation and Community Service Agreement Bylaw 1999 is repealed.

Citation

5. This bylaw may be cited for all purposes as Bylaw No. 130, being Sayward Valley Recreation and Community Use Agreement Authorization Bylaw 2012.


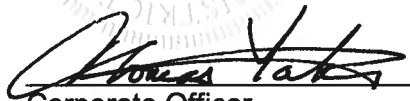
READ A FIRST TIME ON THE 26TH DAY OF APRIL , 2012

READ A SECOND TIME ON THE 26TH DAY OF APRIL , 2012

READ A THIRD TIME ON THE 26TH DAY OF APRIL , 2012

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 26TH DAY OF APRIL, 2012

Chair

Corporate Officer

SAYWARD RECREATION AND COMMUNITY USE AGREEMENT

THIS AGREEMENT dated for reference the 1st day of April, 2012.

BETWEEN:

STRATHCONA REGIONAL DISTRICT, a regional district incorporated under the laws of the Province of British Columbia, having an office at #301 – 990 Cedar Street, Campbell River, BC V9W 7Z8

(the "Regional District")

OF THE FIRST PART

AND:

SAYWARD COMMUNITY RECREATION ASSOCIATION, (Inc. No. S-31427), a Society incorporated under the laws of the Province of British Columbia, situated in the Village of Sayward, British Columbia, with a mailing address of P.O. Box 75, Sayward, B.C. V0P 1R0

(the "Association")

OF THE SECOND PART

WHEREAS:

- A. The Regional District is empowered by Bylaw No. 1696 to provide the service of recreation and community use for part of Electoral Area A (Kyuquot/Nootka-Sayward);
- B. The Regional District has the authority, under Section 176(1)(a) of the *Local Government Act*, to make agreements respecting the provision of services; and
- C. The Association is authorized to deliver the service of a recreation and community use in accordance with its constitution and bylaws.

NOW THEREFORE in consideration of the mutual premises and covenants herein contained and other good and valuable consideration, the Regional District and the Association covenant and agree with each other as follows:

PROVISION OF SERVICES

1. The Association shall provide the service of recreation and community use (the "service") for a term of five (5) years (the "term"), commencing on the 1st day of April, 2012 and ending on the 31st day of March, 2017.

- 2 The Association shall provide the service in accordance with the terms and conditions set out in this agreement.

LAND AND PREMISES

3. The Association shall carry out the service in and from land and premises that meet the lawful requirements of any authority having regulatory jurisdiction, and that are safe for the use intended.
4. The provision of this service is limited to the list of activities set out in Schedule 'A', attached to and forming a part of this Agreement, unless the Association provides written notice of a change to the list.

ACCOUNTING RECORDS

5. The Association shall:
 - a) maintain, at all times, accurate books, records and accounts for the Service, including all receipts and invoices supporting any expenditures in accordance with generally accepted accounting principles applied on a consistent basis from year to year; and
 - b) permit the Regional District to inspect the same at all reasonable times and to make copies thereof.

BUDGETING

6.
 - a) The Association shall prepare a five year financial plan each year.
 - b) The five year financial plan shall be presented at a public meeting sponsored by the Association held prior to October 15th each year. The Association will forward the financial plan document, complete with recommendations based on the content of the public meeting, to the Regional District by October 30th in each year of the term of this agreement.
 - c) The financial plan document shall outline in detail the funds required for annual operation of the Service, and clearly differentiate between operational, capital and reserve fund requirements. No expenditures shall be made unless provision has been made for them within the five year financial plan as adopted by the Regional Board of the Regional District by March 31st each year.

FINANCIAL STATEMENTS

7. The Association shall provide the Regional District on or before May 1st in each year of the Term, financial statements, prepared by an independent accountant for revenue and expenditure, balance sheets and changes in equity, for the Service for the preceding fiscal period, January 1st to December 31st.

FUNDING

8. a) The Regional District will provide funds for the calendar year to the Association for providing the Service, on the basis of the approved amount contained within the Regional District's adopted five year financial plan, for the current year.
- b) Operating expenditures - the Regional District may retain, if applicable, from any amount requisitioned for the Service, amounts for the following costs incurred by the Regional District in connection with the Service.
 - i) administration charge for support services;
 - ii) cost of liability insurance;
 - iii) cost of property insurance; in accordance with the Regional District support services and other cost allocation policies; and
 - iv) any other costs incurred by the Regional District in connection with or arising from the Service.
- c) Capital Expenditures – The Regional District will reimburse the Association for budgeted capital expenditures upon receiving receipts, or, if prearranged, the Association may request advances on capital projects; (shall be in compliance with the Regional District purchasing management services policy).
- d) Reserve funds for future capital works will be held by the Regional District.
- e) The Association shall be responsible for the payment of all expenses associated with the Service, other than the costs paid directly by the Regional District referred to in section 8 (b).
- f) In the event the Association fails to pay for any expenses associated with the Service, the Regional District shall deduct the corresponding amounts from the funds requisitioned by the Regional District for the Service, and may in its discretion pay such expenses directly.
- g) The Regional District will pay operating funds to the Association, on a quarterly basis as follows:
 - i) in January, one quarter of the amount approved in the budget for the previous calendar year;
 - ii) subject to (v) below, in April, one quarter of the amount approved in the financial plan for the current year subject to a pro rata adjustment for January through March for differences in the budget amounts approved for the previous year and current years' operations;
 - iii) in July, one quarter of the amount approved in the financial plan for the current year;
 - iv) in October, one quarter of the amount approved in the financial plan for the current

year;

- v) the second and subsequent payments may be withheld until the Association has provided the Regional District with all the information required under this Agreement.
- h) All cheques of the Association disbursing funds shall be signed by either the Treasurer or President of the Association and one other member of the Executive Committee.

EXECUTIVE COMMITTEE

9. The Executive of the Association shall:
- a) be responsible for reviewing and reporting to the Regional District on the five year financial plan.
 - b) meet with officials of the Regional District as required, and no less than, on a semi-annual basis, to discuss the provision of the Service.
 - c) submit to the Regional District on or before May 1st of each year of the term, a written annual report which shall contain information on the year's operations, the status of any capital development and any proposed major operational changes for the next ensuing year and include a training report on all staff involved in the provision of the Service.
 - d) provide within 30 days after the Annual General meeting of the Association the list of the Executive Committee, including the Association's signing authorities, contact names, phone numbers and email addresses.

INSURANCE

- 10.
- a) The Association shall at its expense, throughout the term of the agreement, maintain and pay for a comprehensive general liability insurance policy or policies with a limit of not less than \$3,000,000 inclusive per occurrence for bodily injury and property damage.
 - b) The Regional District shall be added as an additional named insured to that policy of insurance.
 - c) The Association shall furnish the Regional District with a certificate or certificates of insurance as evidence that such insurance is in force including evidence of any insurance renewal of policy or policies. Every certificate, or certificates of insurance, shall include certification by the insurer that the certificate of insurance specifically conforms to all of the provisions required herein.
 - d) Maintenance of such insurance and the performance by the Association of their obligation under this clause shall not relieve the Association of liability under the indemnity provisions here and above set forth.
 - e) At its sole discretion, the Regional District may take out and maintain additional public liability insurance for the Service, in such amounts and on such terms and conditions as

the Regional District deems necessary from time to time. This coverage if required would be outside of the regular insurance program maintained by the Regional District.

TERMINATION

11. This Agreement is immediately terminated, if the Association:
 - a) voluntarily winds up its affairs or disbands;
 - b) becomes bankrupt;
 - c) fails to hold a general meeting for a period of eighteen (18) months; or
 - d) fails to maintain itself under the *Society Act* of the Province of British Columbia and any amendments thereto or regulations thereunder.
12. If the Association fails to comply with or is in breach of any of the terms and conditions of this Agreement, the Regional District may serve written notice on the Association requiring the Association to remedy the default within thirty (30) days from receipt of such notice, and if the Association fails to cure the default or take such steps as may be reasonably taken to correct or remedy the default within such time period, the Regional District may terminate this Agreement forthwith.
13. At any time during the Term, either party may terminate this Agreement on six (6) months notice to the other party, and upon the expiration of six (6) months from the date of receipt of such notice, this Agreement shall be terminated.

INDEMNITY

14. The Association hereby indemnifies, saves harmless, releases and forever discharges the Regional District, its elected and appointed officers and employees from and against any and all manner of actions, causes of actions, claims, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, in any way arising from, in connection with or attributable to the actions of the Association, its servants, agents, officers, employees, contractors or subcontractors in connection with this Agreement.

EMPLOYMENT RELATIONSHIP

15. It is understood that this Agreement is strictly between the Regional District and the Association and in no way shall be interpreted as an employment relationship between the Regional District and the Association and their employees and/or its agents and/or their employees, and/or its contractors and/or their employees. Should any differences arise between the Association and any of its employees and/or its agents and/or their contractors and/or their employees, they shall be resolved directly between them and the Association in this connection.

GENERAL

16. This Agreement, and any rights or obligations hereunder, shall not be transferred or assigned by the Association without the prior written consent of the Regional District, and any attempt to do so without such consent will be of no force and effect.
17. The provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
18. Nothing in this Agreement shall be construed as creating any employment relationship between the Regional District and the Association, its employees, servants or agents, contractors or subcontractors.
19. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
20. Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.
21. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
22. Wherever the singular or masculine are used herein the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so requires.
23. The headings to the sections of this Agreement are inserted for convenience only and shall not affect the construction hereof.
24. Time is expressly declared and stipulated to be of the essence of this Agreement in respect of all payments to be made hereunder and all covenants and agreements to be performed and fulfilled.
25. Either party may, in writing, from time to time and at any time waive, in whole or in part, the benefit to it of any provision of this Agreement or any default by the other party, but any waiver on any occasion shall be deemed not to be a waiver of that provision thereafter or of any subsequent default, or a waiver of any other provision or default under this Agreement.
26. All notices, requests and demands required or permitted to be given hereunder shall be given in writing and may be delivered personally, or sent by facsimile transmission to the parties at the addresses on the first page of this Agreement. All notices, requests and demands shall be deemed to have been received when faxed on transmission; when mailed, on the seventh calendar day after being mailed and when emailed or delivered, when actually received.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective as of the day and year first above written.

The Corporate Seal of)
the **STRATHCONA REGIONAL**)
DISTRICT was hereunto affixed)
in the presence of:)
)
)
)
_____)
Chair)
)
_____)
Corporate Officer)

The corporate seal of the)
SAYWARD COMMUNITY RECREATION)
ASSOCIATION (Inc. No. S-31427))
was hereunto affixed in the presence of:)
)
)
)
_____)
President)
)
)
_____)
Secretary)

SCHEDULE 'A'

RECREATION AND COMMUNITY ACTIVITIES AT THE HERITAGE HALL

Home and Garden Markets

Community Socials: Luncheon and Teas/Dinner and Dance

Community Events: Scavenger Hunt, Car Rally, Harvest Fair, Winter Fair

Workshops and Seminars

Art and Cultural Performances

The hall is available to other groups and residents for private rentals.

Meetings, Weddings, Private Parties

No rental charge for funeral Services.

The Hall is designated as an ESS (Emergency Social Services) Reception Centre