



BYLAW NO. 441

A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT RESPECTING THE USE OF COMMUNITY WORKS FUNDS

WHEREAS the Regional District may, pursuant to s.263 of the *Local Government Act*, provide assistance for the purpose of benefiting the community or any aspect of the community;

AND WHEREAS the Regional District has been requested to provide funding assistance for the Salmon Brewster Trail Development Project;

AND WHEREAS the Regional Board believes that the aforesaid project would benefit the community;

AND WHEREAS the Regional District wishes to enter into an agreement with the Back Country Horsemen of British Columbia to use community works funding for the aforesaid project;

AND WHEREAS the written consent of the director representing Electoral Area A of the Strathcona Regional District has been obtained;

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

Funding Agreement Authorized

1. The Strathcona Regional District is hereby authorized to enter into an agreement with the Back Country Horsemen of British Columbia to provide funding for the Salmon Brewster Trail Development Project.

Form and Substance

2. The agreement referenced in section 1 shall substantially comply in form and substance with the agreement shown in Schedule 'A', attached to and forming part of this bylaw.

Source of Funding

3. Funding to meet the Regional District's financial commitments under the agreement shall be provided from the Electoral Area A allocation of the community works reserve fund established by Bylaw No. 240, being Community Works Fund Administration and Reserve Fund Establishment Bylaw 2016.

Authority to Execute

4. Following the adoption of this bylaw, the Chair and Corporate Officer shall have full authority to execute the agreement and such further documents as may be necessary to give effect to the agreement.

Effective Date

5. This bylaw shall take effect on the date of adoption.

Citation

6. This bylaw may be cited for all purposes as Bylaw No. 441, being Salmon Brewster Trail Development Funding Agreement Authorization Bylaw 2021.


READ A FIRST TIME ON THE 11TH DAY OF AUGUST, 2021

READ A SECOND TIME ON THE 11TH DAY OF AUGUST, 2021

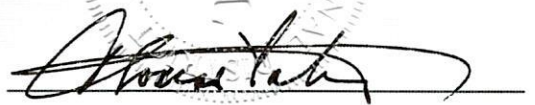
READ A THIRD TIME ON THE 11TH DAY OF AUGUST, 2021

WRITTEN CONSENT OF THE DIRECTOR FOR ELECTORAL AREA A OBTAINED ON THE 18TH DAY OF AUGUST, 2021

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 8TH DAY OF SEPTEMBER, 2021



Chair



Corporate Officer



Schedule 'A' – Grant Funding Agreement

This Agreement dated for reference the ____ of _____, 2021.

Between:

STRATHCONA REGIONAL DISTRICT
990 Cedar Street
Campbell River, BC V9W 7Z8

(hereinafter called the "Regional District")

And:

BACK COUNTRY HORSEMEN SOCIETY OF BRITISH COLUMBIA
c/o North Vancouver Island Chapter
Box 111
Black Creek, BC V9J 1K8

(hereinafter called the "Society")

WHEREAS:

- A. Canada, British Columbia and the Union of British Columbia Municipalities (the 'UBCM') wish to help communities build and revitalize their public infrastructure that supports national objectives of productivity and economic growth, a clean environment and strong cities and communities;
- B. The UBCM representing local governments in British Columbia has entered into an Agreement with Canada and British Columbia to transfer a portion of federal gas tax funds to local governments by establishing a Community Works Fund (the 'Fund');
- C. The UBCM and the Regional District have entered into an agreement to work together in partnership to fulfill the terms and conditions of the Fund and acknowledge that the success of the Fund will require the collective efforts of all participating local governments in British Columbia;
- D. The Regional District shall expend funds under the Fund agreement only to pay eligible costs for eligible projects as set out in Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures), has agreed to all of the terms and conditions of the eligible recipient accountability framework as set out in Schedule D (Reporting and Audits), and all of the terms and conditions of the communications protocol as set out in Schedule E (Communications Protocol) of the Fund agreement;
- E. The Society has expressed a desire to undertake additional development of the Salmon Brewster Trail Corridor for multi-purpose users, including the improvements of Memekay and Pine Martin recreational campsites, located within the Discovery Coast Recreation District (the 'project');

- F. The Society has been authorized by the Province of British Columbia to construct and maintain the Salmon Brewster Horse Trail and has entered into a 10-year renewable partnership agreement with Her Majesty for the ongoing management and maintenance of land and facilities relating to the project;
- G. The Board of the Regional District believes that the project will benefit the public and wishes to provide up to \$60,000 (the 'Project Grant') for use by the Society for the purpose of the project;
- H. The parties wish to enter into an agreement covering the disbursement of the Project Grant in accordance with the intent of the funding program.

NOW THEREFORE in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties covenant and agree as follows:

PAYMENT OF FUNDS

- 1. The Regional District will reimburse the Society for eligible expenses, inclusive of taxes, relating to the project up to a maximum of \$60,000.
- 2. The Society will report receipt of funding from any other party in relation to the project such as supplier rebates or credits, donations, incentives, or in-kind contributions. The Regional District may reduce the maximum amount of the Project Grant by the amount of funding received by the Society from a third party in relation to the project.
- 3. Notwithstanding any other provision of this agreement, the Regional District will in no event become obligated to the Society for an amount exceeding, in the aggregate, \$60,000.
- 4. Any payment made by the Regional District under this agreement is subject to project approval by the Regional District Board and its inclusion in the Regional District's financial plan for the fiscal year in which the payment is being made.

TERMS AND CONDITIONS

- 5. This agreement is for a fixed term, commencing on the execution date of this agreement and ending automatically on December 31, 2023, unless extended by mutual written agreement.
- 6. The Project Grant provided pursuant to this agreement is for the purpose of rehabilitating, improving, and establishing the recreational trail and campsites known as the Salmon Brewster Trail Corridor, located within the Discovery Coast Recreation District, in particular, to be used for eligible expenses relating to clearing, excavating, building, and project administration.
- 7. The Society covenants with the Regional District that the Project Grant will be used only for the purpose outlined in section 6 and agrees to abide by the Terms and Conditions of the Community Works Fund agreement (as amended) between the UBCM and the Regional District.

8. The Society shall, to the satisfaction of the Regional District, ensure that all eligible expenditures are incurred in a manner that is transparent, competitive, and consistent with value for money principles, and will avoid all actual or perceived conflicts of interest in its procurement of goods and services required for the project.
9. The Society agrees to submit complete documentation, including invoices, cancelled cheques, vouchers, receipts or any other documentary evidence as may be requested by the Regional District prior to reimbursement of eligible expenditures.
10. The Society may submit requests for reimbursement of eligible expenditures relating to the project not more frequently than twice per month during the term of this agreement and at least once before December 31, 2022.
11. The Regional District shall not reimburse any portion of any eligible expenditure that the Society incurs prior to the execution date of this agreement.
12. The Society agrees to preserve and keep available, for six (6) years after completion of the Project, proper books of account recording project revenues and costs, and all associated supporting records and administrative documentation, and upon reasonable notice make them available to the Regional District.
13. The Society agrees to grant to the Regional District the exclusive right to any and all greenhouse gas (GHG) reductions that result from implementation of the project, and to provide sufficient information to allow the Regional District to report on and claim the GHG reductions.
14. If, at any time within five (5) years from the date of the completion of the project, the Society receives any revenue from the sale, lease, encumbrance or other disposal of an asset resulting from the project, it shall remit to the Regional District, on demand, all such proceeds received. The Society agrees to notify the Regional District in writing as soon as practicable of any transaction triggering the above mentioned repayment.
15. The Society shall permit any authorized representative of the Regional District, or auditors engaged by the Regional District reasonable access to its premises to do the following
 - a) Inspect and assess the progress of the project.
 - b) Examine the Society's books, accounts and any other records related to the project and the Project Grant, and make copies thereof for the purposes of audit, evaluation, and ensuring compliance with this and the Fund agreement.
16. The Society shall, at the Regional District's request, provide evidence of insurance coverage in the form and to the satisfaction of the Regional District.
17. The Society shall obtain all necessary licenses, permits, and approvals required for the project by applicable legislation, regulations and bylaws.
18. The Society, if directed by the Regional District, shall forthwith repay to the Regional District any overpayments or amounts obtained by error or fraud, and such amounts shall constitute

a debt due to the Regional District. These debts will be due upon notice to the Society and any amounts unpaid after 30 days from the day of notice will be subject to interest at the rate of two per cent (2%) per annum.

19. The Society represents and warrants to the Regional District that it has not, nor has any other person, corporation, or organization, directly or indirectly paid or agreed to pay, and covenants that it and they shall not directly or indirectly pay, any person to solicit this Agreement or the Project Grant, for a commission, contingency fee or any other consideration dependent on the execution of this Agreement or the payment of the Project Grant or any portion thereof.
20. The Society represents and warrants to the Regional District that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Project Grant, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

REPORTING

21. On completion of the project and, for certainty, before January 31, 2023 the Society will provide to the Regional District written notification of project completion and final claim for the project, and sufficient information for the Regional District to comply with any and all reporting requirements under the Community Works Fund agreements and any amendments thereof.
22. The Regional District retains the right to require that the Society provide a full accounting of the expenditures made under this agreement including copies of such documentation as may be necessary to confirm the accuracy of the information provided.

INDEMNIFICATION

23. The Society shall indemnify and save harmless the Regional District, UBCM, and Canada, their officers, servants, employees or agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:
 - a) The project
 - b) The performance of this agreement by the Society, its officers, employees and agents or by a third party, and any of its officers, employees, servants or agents;
 - c) The design, construction, operation, maintenance and repair of any part of the project; and
 - d) Any omission, or other willful or negligent act of the Society or third party and their respective employees, officers, servants or agents;

Except to the extent to which such claims, demands, losses, costs, damages, expenses, actions, suits or other proceedings relate to an act of negligence by an officer, employee, agent or other official of the Regional District.

GENERAL

24. Time shall be the essence of this agreement.
25. Any requirements or conditions in this agreement which, by their nature, should extend beyond the expiration or termination of this agreement will extend beyond such expiration or termination.
26. This agreement does not establish and shall not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada, British Columbia, UBCM, the Regional District and the Society or any of them, and the Society shall not represent itself as such, including in any agreement with a third party.
27. This agreement and the attachments attached hereto contain the entire agreement between the parties with respect to the subject matter hereto and shall supersede all previous negotiations, representations and documents in relation hereto made by either of the parties.
28. All information provided by the Society to the Regional District will be treated in accordance with the Freedom of Information and Privacy Act. These laws govern, protect and limit the collection, use and disclosure of personal, financial and technical information by the Regional District, its departments and agencies. In addition to and notwithstanding the above, the Regional District reserves the right to make information relating to this agreement available to the public, including providing limited information on a public website as part of a list of all projects funded by the Regional District. The Society represents that they have authority to consent and hereby consents to the information being made available to the public.
29. This agreement may be executed in counterparts. The executed counterparts shall together constitute a fully executed agreement and facsimile copies, photocopies or portable document format (pdf) copies of originally signed counterparts shall be deemed to be originals of the signed counterparts.
30. Neither party may assign its rights and/or obligations under this Agreement without the other party's prior written consent.
31. No amendments or modifications to this agreement shall become effective unless agreed upon by both parties in writing.
32. Any notice, request, demand and other communication required or permitted to be given under this Agreement will be in writing and will be validly given if delivered personally or sent by facsimile transmission, email or prepaid registered mail (return receipt requested):

a) to the Regional District at:

Strathcona Regional District
990 Cedar St
Campbell River, BC V0P 2A0

Attention: Tom Yates – Corporate Officer
Email: administration@srd.ca

b) to the Contractor at:

Back Country Horsemen Society of British Columbia
c/o North Vancouver Island Chapter
Box 111
Black Creek, BC V9J 1K8

Attention: Deb Oakman, NVI Chapter Chair
Email: deboakman@gmail.com

In witness whereof the parties hereto have set their hands on the dates set out below.

STRATHCONA REGIONAL DISTRICT

by its authorized signatory:

Chair

Corporate Officer

Dated

BACK COUNTRY HORSEMEN SOCIETY OF BRITISH COLUMBIA

Brian Marriott, President

Deb Oakman, NVI Chapter Chair

Dated