

FIELD MAINTENANCE CONTRIBUTION AGREEMENT

THIS AGREEMENT made as at the 2nd day of July, 2013

BETWEEN:

CARIBOO REGIONAL DISTRICT

Suite D, 180 North 3rd Avenue
Williams Lake, BC V2G 2A4

(hereinafter called the "Region")

AND:

WILLIAMS LAKE SLO-PITCH LEAGUE

Williams Lake, BC [REDACTED]

(hereinafter called the "League")

WHEREAS the Region is the registered owner of those lands and premises situate, lying and being in the Cariboo Regional District and being more particularly known as the Esler Sports Complex and described as Part of District Lot 5782, Cariboo District (hereinafter called the "Land");

WHEREAS the Region and the League are parties to a Use and Occupancy Agreement dated July 18, 2012 for the League's use the Land, including fields situated on the Land, for slo-pitch recreational purposes;

AND WHEREAS the Region has deemed it appropriate to financially contribute to the League for maintenance of the fields for slo-pitch recreational purposes.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants hereinafter contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

Intent:

This Agreement and the funding commitment herein are specifically for maintenance of the fields, and directly-related infrastructure such as water systems and fences, used by the League for slo-pitch recreational purposes and no other activities of the League.

Independent Contractors:

The parties acknowledge that the League or any contractor hired by the League to perform services related to this Agreement will have the status of an independent contractor and that nothing in this Agreement will contemplate or constitute the League or contractor as an agent, partner or employee of the Region for any purpose.

Activities under the Agreement shall be carried out at all times in conformity with the WorkSafe BC Health and Safety Regulations. Confirmation of coverage and status of account must be submitted to the Region upon request.

Term:

The term of this Agreement is three (3) years from January 1, 2013 to December 31, 2015 inclusive.

Succession:

This Agreement may remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal of the Agreement.

Conditions:

The following commitments are required by the parties:

The League will:

- a) perform maintenance of the fields used for slo-pitch recreational purposes; and
- b) submit a request for reimbursement, with expense reports and invoices, annually to the Region for payment of expenses related to the field maintenance, addressed to the Manager of Community Services.

The Region will:

- a) contribute \$14,500 annually, in the form of reimbursement and following receipt of a request for reimbursement, towards field maintenance costs.

Entire Agreement:

This Agreement and any and all addenda, schedules or exhibits attached hereto represents the entire agreement of the parties regarding the subject matter hereof. There are no other oral or written collateral representations, agreements or understandings regarding the subject matter hereof.

Notices:

Each Notice to a party must be given in writing. A Notice may be given by delivery to an individual, by fax or by email, and will be validly given if delivered on a Business Day to an individual at the following address, or, if transmitted on a Business Day by fax or email addressed to the following party:

if to the Region:

Cariboo Regional District

180D N. 3rd Avenue
Williams Lake, BC V2G 2A4
c/o Manager of Community Services
Phone : 250-392-3351
Fax: 250-392-2812
Email: dcampbell@cariboord.bc.ca

if to the League:

Williams Lake Slo-Pitch League

Williams Lake, BC
c/o Linda Barbondy
Phone:
Email:

Assignment:

None of the parties may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party.

Termination:

The Region may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the League. Subject to Termination for Cause, the Region will pay to the League all amounts owing under this agreement up to and including the date of termination. Upon payment of such amounts, no other payment will be owed by the Region to the League and no amount will be owing on account of any future expenditures or lost revenues relating to the League's operations.

Termination by the League

The League may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Region.

Rights of the Region Upon Termination for Cause

If the Region terminates this agreement for cause, such as failure of the League to meet the required commitments, then the termination is deemed effective upon receipt of notice by the League and the Region may withhold payment of any amount owing to the League under this agreement.

Indemnity:

The League will indemnify and save harmless the Region and all of its employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) which the Region or its employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the League

of any obligation of this agreement, or any wrongful or negligent act of the League or any employee or agent of the League.

Survival of Indemnity

The indemnity described above will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Region.

Compliance with Laws and Regulations:

The League shall comply with all Local Government, Provincial and Federal legislation relating to the activities funded under this Agreement. It is the responsibility of the League to ensure all permits and authorizations are in place as appropriate for its activities. Non-compliance with this section will be considered a breach of the Agreement.

IN WITNESS WHEREOF the said parties hereto have set their hands to as of the date as written below.



Chief Administrative Officer
CARIBOO REGIONAL DISTRICT

July 18/13
DATE



WILLIAMS LAKE SLO-PITCH LEAGUE

July 2/2013
DATE

Linda Barboudy

PRINT NAME



Cariboo Regional District Purchase Authorization Request

Function: Central Cariboo Recreation

Description of Good or Service:

Contribution towards slo-pitch field maintenance costs at the Esler Sports Complex.

Supplier: Williams Lake Slo-Pitch League

Amount: \$14,500 annually

Account Code: 1553-2120-1120

Cost Code:

Budget Amendment Required? Yes / No

Darron Campbell Mngr Community Services
Request Made By

10-Jul-13
Date

Chief Financial Officer Confirmation

Date

Chief Administrative Officer Approval

Date

Policy 4.4.1 Purchasing

3) a) Purchase or supply of services, where funding is allocated specifically within an approved budget, shall be in accordance with the following:

iii) Amounts exceeding \$10,000 following receipt of at least three written quotations, completion of a Purchase Authorization Request and approval of the CAO.

b) Purchases of supply or services, where funding is allocated in an approved budget but not specifically designated shall be in accordance with the following:

i) Amounts within the operating category up to and including \$1,000 approval of the CAO

ii) Amounts within the operating category exceeding \$1,000, receipt of at least three verbal quotations (written record of quotations required), approval of a Purchase Authorization Request and approval of the CAO.