

**CENTRAL CARIBOO ARTS AND CULTURE
CONTRIBUTION AGREEMENT**

ROTARY CLUB OF WILLIAMS LAKE DAYBREAK

THIS AGREEMENT made as at the _____ day of _____, 20__

BETWEEN:

CARIBOO REGIONAL DISTRICT

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

(hereinafter called the “Region”)

AND:

CITY OF WILLIAMS LAKE

450 Mart Street
Williams Lake, V2G 1N3

(hereinafter called the “City”)

AND:

ROTARY CLUB OF WILLIAMS LAKE DAYBREAK

PO Box 4443
Williams Lake, BC V2G 2V5

(hereinafter called the “Club”)

WHEREAS the Region, in partnership with the City of Williams Lake (the “City”), established the Central Cariboo Arts and Culture function through Bylaw No. 4420 (2009) to support arts and cultural services, which may include but will not be limited to fine arts, performing arts, historical and festival events, promotion of local crafts, music and market goods and arts and culture facility development, improvement and maintenance across the central Cariboo area;

WHEREAS the City working with the Club delivers the annual Stampede Parade (the “Event”), which is an important arts and cultural event in the central Cariboo; and

AND WHEREAS the Cariboo Regional District Board of Directors has deemed it appropriate and consistent with the purpose of the Central Cariboo Arts and Culture function to financially contribute to the delivery of the Event.

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 supporting delivery of the Event and no other activities of the City or the Club.

Independent Contractors:

The parties acknowledge that the City and the Club or any contractor hired by the City and the Club 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 City or the Club or any 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, if applicable, must be submitted to the City upon request.

Term:

The term of this Agreement is three (3) years from January 1, 2021 to December 31, 2023. Upon expiry of the term and with agreement by all parties in writing, this Agreement may remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal.

Conditions:

The following commitments are required by the parties:

The Club will:

- a) organize and present the Event to a standard acceptable to the City and generally equivalent to other similar events, including the provision and coordination of all required support services;
- b) expend funds provided under this Agreement only on eligible costs as detailed in the Club's budget for the Event purposes noted above;
- c) carry public liability insurance and operations liability insurance at its sole cost to cover claims for personal injury, death or property damage in the amount of three million (\$3,000,000) dollars and to name the Region and the City as additional insured on all such policies;
- d) acknowledge the Region and the City as funding sources in its advertisements and promotional materials during the coming year;
- e) submit an invoice for \$10,000 following the parade to the City including a financial summary outlining how the funding was utilized; and
- f) keep accounting records and provide copies of expense reports and invoices to the City or the Region upon request.

The City will:

- a) Provide liaison support to the Club for planning and delivery of the Event;

The Region will:

- a) contribute \$10,000 to the Club within 30 days of receipt of the invoice in each year of the term,

Entire Agreement:

This Agreement and any and all addenda, schedules or exhibits attached hereto represent 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 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
Email: dcampbell@cariboord.ca

if to the City:

City of Williams Lake – Cariboo Memorial Recreation Complex

525 Proctor Street
Williams Lake, BC V2G 4J1
c/o Director of Community Services
Phone : 250-392-1786
Email: ijames@williamslake.ca

if to the Club:

Rotary Club of Williams Lake Daybreak

Box 4443
Williams Lake, BC V2G 2V5
c/o Club President
Phone : 250-303-1169

Email: jd.noble@hotmail.com

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 parties.

Termination:

Termination by the Region or the City

The Region or the City may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Club. Subject to Termination for Cause, the Region will pay to the Club 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 Club and no amount will be owing on account of any future expenditures or lost revenues relating to the Event.

Termination by the Club

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

Rights of the Region Upon Termination for Cause

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

Indemnity:

The Club will indemnify and save harmless the Region and the City, and all of their 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 and/or the City or their employees, servants, representatives or agents incur, suffer or are put to arising out of any activities of the Club or in connection with any failure, breach or non-performance by the Club of any obligation of this agreement, or any wrongful or negligent act of the Club or any employee or agent of the Club.

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 and the City

Compliance with Laws and Regulations:

The Club shall comply with all Local Government, Provincial and Federal legislation relating to the activities funded under this Agreement. It is the responsibility of the Club 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.

Non Performance:

If for reasons beyond control of the Club, such as community-event restrictions due to Covid-19 or forest fires; the parties agree to forgo delivering the parade and absolve each party from its obligations under this Agreement for that year.

Miscellaneous:

The heading appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

In this Agreement, whenever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, has been used where the context of the parties hereto so require.

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

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

CARIBOO REGIONAL DISTRICT

DATE

PRINT NAME

CITY OF WILLIAMS LAKE

DATE

PRINT NAME

**ROTARY CLUB OF WILLIAMS LAKE
DAYBREAK**

DATE

PRINT NAME

