

## CONTRIBUTION AGREEMENT

**THIS AGREEMENT** made as at the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN:**

**CARIBOO REGIONAL DISTRICT**

Suite D, 180 North 3<sup>rd</sup> Avenue  
Williams Lake, BC V2G 2A4

(hereinafter called the “Region”)

**AND:**

**100 Mile and District Historical Society**

PO Box 225  
108 Mile Ranch, BC V0K 2Z0

(hereinafter called the “Association”)

**WHEREAS** the Region has established an economic development function in the South Cariboo to encourage and support economic development activities for the benefit of rural residents;

**WHEREAS** the Association is maintaining the heritage site (hereinafter called the “facilities”) at 108 Mile Heritage Site to keep the facilities open and usable for residents and visitors;

**AND WHEREAS** the Cariboo Regional District Board of Directors has deemed it appropriate and consistent with the purpose of the South Cariboo Economic Development function to financially contribute to the Association as support for maintaining the facilities at 108 Mile Heritage Site which is a popular destination for tourists travelling through the region as well as visitors staying in the South Cariboo which encourages economic activity.

**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 the Association’s efforts towards maintaining the facilities at 108 Mile Heritage Site and no other activities of the Association.

### **Independent Contractors:**

The parties acknowledge that the Association or any contractor hired by the Association 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 Association 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 Region 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, the parties may consider amendments to and renewal of the agreement. This agreement will remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal.

### **Conditions:**

The following commitments are required by the parties:

The Association will:

- a) Maintain and operate the facilities to a standard appropriate to similar facilities for the benefit of all south Cariboo residents and visitors. It is understood that the 108 Heritage Site will remain open to the public every day from May 15 to October 10 as a condition of the funding provided through this agreement;
- b) expend funds provided under this agreement only on eligible costs for the maintenance and operation of the facilities;
- 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 at least two million (\$2,000,000) dollars and to name the Region as additional insured on appropriate policies;
- d) appropriately acknowledge the Region as a contributing funding source for maintenance and operation of the facilities where appropriate;
- e) submit an activities report at a minimum of once per year, highlighting accomplishments, goals and objectives, and benefits provided to the community and a financial statement of revenues and expenditures outlining how the funding was utilized, or other information or reports as requested;
- f) keep accounting records and provide copies of expense reports and invoices to the Region upon request; and

- g) submit an invoice requesting payment of the contribution in September of each year.

The Region will:

- a) contribute \$7,500 to the Association in or about September each year of the term following receipt of an invoice from the Association and the operational activities report from the preceding year.

**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.ca

if to the Association:

**100 Mile and District Historical Society**

PO Box 225  
108 Mile Ranch, BC V0K 2Z0  
c/o Ulrike Vogler  
Phone: 250-398-0841  
Email: volgler2161@gmail.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 party.

**Termination:**

**Termination by the Region**

The Region may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Association. Subject to Termination for Cause, the Region will pay to the Association all amounts owing under this agreement up to and including the date of termination, determined as a prorated amount of the annual contribution as required. Upon payment of such amounts, no other payment will be owed by the Region to the Association and no amount will be owing on account of any future expenditures.

**Termination by the Association**

The Association 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 Association to meet the required commitments contained herein, then the termination is deemed effective upon receipt of notice by the Association and the Region may withhold payment of any amount owing to the Association under this agreement.

**Indemnity:**

The Association 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 their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any activities of the Association as well as any failure, breach or non-performance by the Association of any obligation of this agreement, or any wrongful or negligent act of the Association or any employee or agent of the Association.

**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 Association shall comply with all Local Government, Provincial and Federal legislation relating to the activities funded under this agreement. It is the responsibility of the Association 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.

**Miscellaneous:**

The headings 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, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, had been used where the context of the parties hereto so require.

This agreement shall endure 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 as written below.

\_\_\_\_\_  
**CARIBOO REGIONAL DISTRICT**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
**100 MILE AND DISTRICT HISTORICAL SOCIETY**    \_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME