

**QUESNEL REGIONAL AIRPORT CONTRIBUTION AGREEMENT**

**THIS AGREEMENT** made as at the 17<sup>th</sup> day of January, 2020.

**BETWEEN:**

**CARIBOO REGIONAL DISTRICT**

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

(hereinafter called the "Region")

**AND:**

**CITY OF QUESNEL**

410 Kinchant Street  
Quesnel, BC V2J 7J5

(hereinafter called the "City")

**WHEREAS** the Region has established the Quesnel Regional Airport Contribution Service (Bylaw 5151) in Electoral Areas "A, B, C and I" to support the ongoing operation of the Quesnel Regional Airport;

**WHEREAS** the City is managing and operating the Airport for the benefit of residents and businesses both within the City and the rural areas of the north Cariboo;

**AND WHEREAS** the Cariboo Regional District Board of Directors has deemed it appropriate and consistent with the purpose of the Quesnel Regional Airport Contribution Service to financially contribute to the City as support for the management and operations of the Airport.

**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 City's direct costs for operating the airport and no other activities of the City. It is understood that the Airport capital investment plan and projects listed therein, is not included in the scope of this agreement and may be considered for funding separately on a case-by-case basis.

**Independent Contractors:**

The parties acknowledge that the City or any contractor hired by the City 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 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 compliance with applicable laws and regulations including but not limited to those requirements of Transport Canada, NavCanada, and the WorkSafe BC Health and Safety Regulations. Confirmation of regulatory compliance must be submitted to the Region upon request.

**Term:**

The term of this agreement is three (3) years from January 1, 2019 to December 31, 2021. 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 City will:

- a) manage and operate the Quesnel Regional Airport to a standard appropriate to similar certified airports for the benefit of all north Cariboo residents and businesses.
- b) establish an airport advisory committee with representation of City and Region elected officials and members of the public consisting of up to four individuals, two to be brought forward from the City and two to be brought forward from the Region.
- c) expend funds provided under this agreement only on eligible operating costs as demonstrated in the City's budget for the management and operation of the Airport;
- d) carry comprehensive general 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 twenty-five million (\$25,000,000) dollars and to name the Region as additional insured on all appropriate policies;
- e) appropriately acknowledge the Region as a contributing funding source for operation of the Airport both at the airport and in marketing materials;
- f) submit an Airport activities report at a minimum of once per year, highlighting aircraft movements, passenger counts, significant accomplishments and benefits provided to the community as well as a summary financial statement of Airport revenues and expenditures, or other information or reports as requested;
- g) keep accounting records and provide copies of expense reports and invoices to the Region upon request; and
- h) submit an invoice requesting payment of the contribution in August each year.

The Region will:

- a) contribute \$66,000 to the City in or about August each year of the term following receipt of an invoice from the City 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 letter mail or email, and will be validly given if delivered on a Business Day to an individual at the following address:

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 Quesnel**

410 Kinchant Street, Quesnel BC V2J 7J5  
c/o Director of Community Services  
Phone: 250-992-2111  
Email: jnorburn@quesnel.ca

**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 City. Subject to Termination for Cause, the Region will pay to the City 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 City and no amount will be owing on account of any future expenditures or lost revenues relating to the management and operation of the Quesnel Regional Airport.

### **Termination by the City**

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

## **Indemnity:**

The City 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 City as well as any failure, breach or non-performance by the City of any obligation of this agreement, or any wrongful or negligent act of the City or any employee or agent of the City.

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

LA Johnston  
CARIBOO REGIONAL DISTRICT

Dec. 23, 2019  
DATE

Alice Johnston  
PRINT NAME

Margo Wagner  
CARIBOO REGIONAL DISTRICT

Jan 17/2020  
DATE

MARGO WAGNER  
PRINT NAME

Bob Simpson  
CITY OF QUESNEL

DEC. 18/19.  
DATE

MAYOR BOB SIMPSON.  
PRINT NAME

Byron Johnson  
CITY OF QUESNEL

DEC. 18/19.  
DATE

CFO BYRON JOHNSON.  
PRINT NAME