

Contribution Agreement – Community Works Fund

THIS AGREEMENT made as at the 23rd day of October, 2024.

BETWEEN:

CARIBOO REGIONAL DISTRICT
Suite D, 180 North 3rd Avenue
Williams Lake, BC V2G 2A4
(hereinafter called the “Region”)

AND:

TATLA LAKE AREA COMMUNITY ASSOCIATION
PO Box 75
Tatla Lake, BC V0L 1V0
(hereinafter called the “Proponent”)

WHEREAS The Region participates in the Community Works Fund program administered by the Union of BC Municipalities (UBCM) and financially supported by federal government gas tax revenues

WHEREAS under this program the Region may only fund capital projects that result in assets to which it has ownership unless a Contribution Agreement with a third-party Proponent is in place

AND WHEREAS the Proponent has submitted a proposal to install solar panels at the Tatla Lake Community Hall, which has been approved for funding by the Cariboo Regional District Board.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained the parties hereto covenant and agree, each with the other, as follows:

1) Intent

Through the execution of this Contribution Agreement, the Proponent commits to the funding program requirements as set out in Item 3 *Conditions* that would otherwise be the responsibility of the Region. These requirements originate from the signed Community Works Fund agreement between the Region and UBCM.

2) Term

The term of this agreement is concurrent with the Community Works Fund agreement between the Region and UBCM, which expires in 2024.

3) Conditions

The following commitments are required by the Community Works Fund program agreement and hereby deemed to be the responsibility of the Proponent:

The Proponent:

- a) will expend funds only on eligible costs as determined in the approved project plan and budget as per attached documentation
- b) will keep accounting records and provide copies of invoices to the Region upon project completion
- c) will measure and report on results upon project completion
- d) will maintain ownership of the works for a minimum of 10 years or reimburse a prorated amount of the award to the Region
- e) will provide any other information related to the project requested by the Region in a timely manner.

4) Funding Commitment and Procedure

- a) The Region will contribute up to \$28,000 towards eligible costs of the approved Project.
- b) The Proponent will manage the project works, including any contracts and expenditures in accordance with Regional District policies, which requires obtaining three competitive quotes for goods and services if possible.
- c) The Proponent will pay invoices directly to suppliers for goods and services and then submit an invoice for reimbursement to the Region upon completion of the project. If the Proponent cannot cover eligible expenses, the Proponent may request an upfront progress payment.

5) 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.

6) 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:

if to the Proponent:

<u>Cariboo Regional District</u> 180D N. 3rd Avenue Williams Lake, BC V2G 2A4 c/o Manager of Community Services Phone : 250-392-3351 Email: dcampbell@cariboord.ca	<u>Tatla Lake Area Community Association</u> PO Box 75 Tatla Lake, BC V0L 1C0 c/o Johanna Kirby Email: [REDACTED]
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7) 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.

8) 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 Proponent. Subject to Termination for Cause, the Region will pay to the Proponent 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 Proponent and no amount will be owing on account of any future expenditures or lost revenues relating to facility operations.

Termination by the Proponent

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

9) Indemnity

The Proponent 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 or in connection with any failure, breach or non-performance by the Proponent of any obligation of this agreement, or any wrongful or negligent act of the Proponent or any employee or agent of the Proponent.

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.

10) Compliance with Laws and Regulations

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

[Redacted Signature]

CARIBOO REGIONAL DISTRICT

October 29, 2024

DATE

Alice Johnston

PRINT NAME

[Redacted Signature]

TATLA LAKE AREA COMMUNITY ASSOCIATION

Oct. 25, 2024

DATE

KAREN PAUL

PRINT NAME