



COMMUNITY ECONOMIC DEVELOPMENT SERVICES AGREEMENT

THIS AGREEMENT dated for reference and execution SEPT. 1ST, 2010

AMONG:

TOWN OF GOLDEN, a municipality incorporated pursuant to the laws of British Columbia and having an address at PO Box 350, 810 9th Avenue South, Golden, BC, V0A 1H0

("Town")

AND:

COLUMBIA SHUSWAP REGIONAL DISTRICT, a regional district incorporated pursuant to the laws of British Columbia and having an address at Box 978, 781 Marine Park Drive NE, Salmon Arm, BC, V1E 4P1

("Regional District")

AND:

GOLDEN AND AREA COMMUNITY ECONOMIC DEVELOPMENT SOCIETY (Inc. No. S-44453), a not-for-profit society having an address at PO Box 20190, 111 Golden Donald Upper Road, Golden, BC, V0A 1H0

("Society")

Mission Statement:

Using community economic development principles and strategies, the Golden and Area Community Economic Development Society leads and facilitates community priorities for local economic development in Golden and Area with regional alliances and strategic partners. In this role, the Society strives to be proactive and strategic by nature, promote change and long-term sustainability, increase community involvement, capacity and empowerment, and achieve economic, environmental, and social balance in its initiatives.

GIVEN THAT:

- A. The Society has been incorporated to provide community economic development services in the Town of Golden and Electoral Area A of the Regional District;
- B. The Town and the Regional District believe that the Society provides the best possible means of promoting and delivering community economic development services in the Golden Area and wish to contract with the society to provide such services in accordance with this Agreement;
- C. The Town and Regional District each have the corporate authority to enter into this Agreement pursuant to section 176 of the *Local Government Act*, and each of the Town and the Regional District and the Society have duly authorized the entering into this Agreement by resolution.

THIS AGREEMENT is evidence that in consideration of the mutual covenants and agreements made by each of the parties to the other as set out in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties), the Town, the Regional District and the Society agree as follows:

1. Definitions

In this Agreement:

- a) “Annual Fee” means the annual fee for the Services to be paid by the town and the Regional District to the society as determined under sections 3 and 4;
- b) “Budget” means the annual budget of the Society to provide the Services as required by section 3 of this Agreement;
- c) “Council” means the Municipal council of the town of Golden;
- d) “Electoral Area’ means Electoral Area A of the Regional District;
- e) “EOF Fund” means the Economic Opportunity Fund created by Policy F29 of the Regional District and funded by a BC Hydro grant in lieu of taxes to the Regional District;
- f) “Golden Area” means the Town of Golden and Electoral Area A of the Regional District;
- g) “Regional District” means the Columbia Shuswap Regional District, on behalf of Electoral Area A;
- h) “Services” means the economic development services required to be performed by the Society as described in section 2 of the this Agreement;

- i)* “Term” means the term of this Agreement, beginning on September 1st, 2010 and ending on December 31, 2015, subject to earlier termination or extension under this Agreement;
- j)* “Town” means the Town of Golden; and,
- k)* “Year” means a calendar year of the Term.

2. Services to be Performed by the Society

The Society must provide the following services for the Term in accordance with the terms and conditions set out in this Agreement and to the satisfaction of the Town and the Regional District:

- a) Prepare and disseminate promotional material and socio and economic data for the Golden Area;
- b) Promote the Golden Area for community economic development purposes in accordance with the Society’s economic development strategic priorities;
- c) Provide assistance to Town and Regional District leaders and businesses in dealing with all levels of government in respect of economic development issues;
- d) Advocate to and on behalf of the Town and the Regional District to government and corporations with respect to policies, legislation and public projects that may impact the economic circumstances of the Golden Area;
- e) Function as the primary contact for business development and investment inquiries in the Golden Area. Provide current and relevant community economic development and business information to government and business interests that may consider investment in the Golden Area, and to existing businesses and individuals to promote economic growth and stability;
- f) Initiate, coordinate and source funding for such studies as the Society may identify to carry out community economic development within the Golden Area;
- g) Undertake other tasks, projects or initiatives that may enhance the economy of the Golden Area, as identified by the Society’s Board of Directors and determined as appropriate to effectively promote the Golden Area or as requested by the Town or the Regional District from time to time; and,
- h) Provide a written report and update by official communiqué no less than quarterly by year to Council and the Regional District, on all relevant society activities, initiatives, and projects.

3. Preparation of the Annual Budget

- a) Prior to November 15th of each year, the society must prepare and deliver to the Town and the Regional District a proposed annual operating budget for the next year. The Budget must be in a form satisfactory to the Town and the Regional District and include a proposed work plan for the following year;
- b) After receipt of the proposed annual budget, the Town and the Regional District must, as soon as reasonably possible, consider the proposed budget and either approve the budget as submitted or approve with such amendments as the Town and the Regional District determine appropriate. Once approved by the Town and the Regional District, such amount will form the Budget for the Society's provision of the Services for that year and the Town and the Regional District will pay that amount to the Society as a fee for the Services in accordance with section 4.
- c) The parties agree that the Budget shall not be less than \$262,000 (includes film commission funding - \$14,000) in any year, unless agreed to by both the Town and the Regional District or unless there is a decrease in the funding to the EOF Fund. If there is a decrease in the total EOF Fund, that portion of the Budget may be reduced proportionately to that decrease. If such a decrease in the Budget makes it impracticable for the Society to provide the Services, as determined by the Society, the parties agree in good faith to renegotiate this Agreement. Failing successful renegotiation, this Agreement shall terminate at the end of the last year during which full EOF Funds are received by the Regional District.

4. Allocation of Payment

The Town and the Regional District agree that for each year of the Term, the Annual Fee shall be paid as follows:

- a) \$100,000 from the EOF Fund, to be paid by the Regional District; and
- b) Of the remaining amount to be paid, each will contribute an amount proportional to the total converted assessment values of land and improvements within each of the town and the Electoral Area for the previous calendar year (as determined by the B.C. Assessment Authority or its successor), calculated as follows:
 - i. The converted assessment value for the Electoral Area or the Town, as the case may be, divided by the total converted assessment value for both the electoral Area and the Town, multiplied by the Budget (less the amount received in that year from the EOF Fund) for that year.

5. Payment

The Town and the Regional District must pay to the Society the Annual Fee in two installments, the first payable on January 15 of that year and the second payable on August 15 of that year.

6. Society to Maintain Financial Records

The Society must prepare, keep and maintain detailed financial records covering all aspects of the Services provided under this Agreement, including all associated expenses and revenues. The society must deliver to the Town and the Regional District a copy of its year end financial statements no later than 120 days after the end of its fiscal year for each year. The society shall make all financial books and records available for inspection, audit and copying by the town and the Regional District at all reasonable times upon 24 hours notice.

7. Maintenance of Society

The Society agrees that it shall at all times during the Term fulfill all of its obligations under the Society Act in order to maintain the society in good standing.

8. Termination on Notice

The Town and the Regional District may at any time during the Term give to the other parties a notice of termination of this Agreement, after which the Agreement shall terminate as follows;

- a) If the notice is given on or before June 1 in any year of the Term, the Agreement shall terminate on December 31 in the following year of the Term; and
- b) If the notice is given after June 1 in any year of the Term, the Agreement shall terminate on December 31 in the second following year of the Term,

Provided that should such a notice be given after June 1 in the fourth or any following year of the Term, the Agreement shall terminate at the end of the Term.

[As an example, if notice is given on June 1, 2011, the Agreement will terminate on December 31, 2013. If notice is given on June 2, 2011, the Agreement will terminate on December 31, 2014.]

9. Agreement for Services

This is an agreement for the performance of services and the Society is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. Except as is otherwise expressly prescribed in this Agreement, neither the Society nor any of its employees or contractors is engaged by the Town or the regional District as an employee or agent of the Town or the Regional District. The Society is solely responsible for any and all remuneration and benefits payable to its employees and contractors, and all payments or deductions required to be made by any enactment, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax. This Agreement does not create a joint venture or partnership, and the Society has no authority to represent or bind the town or the Regional District in any way.

10. Assignment and Subcontracting

No part of this Agreement may be assigned or subcontracted by the society without the prior written consent of the Town and the Regional District, and any assignment or subcontract made without the consent constitutes a breach by the Society of this Agreement. The Society agrees that among other things, the Town and the Regional District may refuse its consent if the Town and the Regional District, in their sole discretion, determine that the proposed assignee or subcontract has not got the skill, experience or corporate resources necessary to perform the Services. A permitted subcontract does not relieve the society from any obligation already incurred or accrued under this Agreement or impose any liability upon the Town or the Regional District.

11. Other Services

Nothing in this Agreement is intended to prevent the Society from providing services to other clients concurrent with this Agreement, but the Society shall at all times give priority to the provision of Services under this Agreement.

12. Liability and Insurance

The Society shall at all times during the Term maintain comprehensive liability insurance in a form and amount satisfactory to the Town and the Regional District. Such insurance shall be in the amount of not less than \$5,000,000 (five million dollars) per occurrence, shall name the Town and the Regional Districts as additional named insureds, and shall provide for at least 30 days notice to each of the Town and the Regional District of any changes in the terms of such insurance. The Society shall provide a certificate of insurance to the Town and the Regional District evidencing such insurance.

13. Indemnity

The Society hereby agrees to indemnify and save harmless each of the Town and Regional District from any and all liabilities, actions, damages, claims, losses, costs and expenses whatsoever arising from the Society's activities and actions in respect of the provision of the Services to the Town and the Regional District, or in respect of any action or thing done or maintained by the Society under this Agreement.

14. Parties Independent

Each of the Town and the Regional District are independent under this Agreement and the rights available to each under this Agreement and at law are several and not dependant on each other.

15. Time of the Essence

Time is of the essence of this Agreement.

16. Severance

If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision of the court that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

17. Notice

Any notice, direction, demand, approval, certificate or waiver which may be or is required to be given under this Agreement must be in writing and delivered personally or by courier or sent by fax, addressed as follows:

(A) To the Town:

Town of Golden
Box 350
810 9th Avenue South
Golden, BC V0A 1H0
Fax: 250-344-6577

(B) To the Regional District:

Columbia Shuswap Regional District
Box 978
781 Marine Park Drive NE
Salmon Arm, BC V1E 4P1
Fax: 250-832-3375

(C) To the Society:

Box 20190
111 Golden Donald Upper Road
Golden, BC V0A 1H0
Fax: 250-344-7835

Or to such other address or fax number of which notice has been given as provided in this section.

Any notice, direction, demand, approval or waiver delivered is to be considered given on the next business day after it is dispatched for delivery. Any notice, direction, demand, approval or waiver sent by fax is to be considered given on the day it is sent, if that day is a business day and if that day is not a business day, it is to be considered given on the next business day after the date it is sent.

18. Governing Law

This Agreement is governed by, and is to be interpreted according to, the laws of the Province of British Columbia and the parties agree to attorn exclusively to the courts of the Province of British Columbia.

19. Binding of Successors

This Agreement enures to the benefit of and is binding upon the parties and their respective successors, subcontractors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

20. Entire Agreement

This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

21. Waiver

Waiver of any default by either party must be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by the above terms and conditions of this agreement, the parties have executed this agreement below, on the respective dates written below.

This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement as of the dates written below.

TOWN OF GOLDEN, by its authorized)
signatories:)
ORIGINAL SIGNED BY C. BENTY)
_____)
Mayor:)
ORIGINAL SIGNED BY J. WILSGARD)
_____)
Corporate Officer:)

Attach seal

Date Executed:_____

**COLUMBIA SHUSWAP REGIONAL)
DISTRICT**, by its authorized)
signatories:)
ORIGINAL SIGNED BY R. OSZUST)
_____)
Chair:)
ORIGINAL SIGNED BY C. HAMILTON)
_____)
Administrator:)

Attach seal

Date Executed:_____

**GOLDEN AND AREA)
COMMUNITY ECONOMIC)
DEVELOPMENT SOCIETY** by its)
authorized signatories:)
ORIGINAL SIGNED BY K. CATHCART)
_____)
President:)
ORIGINAL SIGNED BY S. PACCAGNAN)
_____)
Vice President:)

Attach seal

Date Executed:_____