

ASSISTANCE AGREEMENT

THIS AGREEMENT is dated for reference the ____ day of _____, 2020.

BETWEEN:

REGIONAL DISTRICT OF NANAIMO, a regional district incorporated pursuant to the *Local Government Act* and having an office at 6300 Hammond Bay Road, Nanaimo, BC, V9T 6N2

(the “**Regional District**”)

AND:

GABRIOLA HISTORICAL AND MUSEUM SOCIETY (INC. NO. S0021325), a society incorporated pursuant to the *Societies Act* and having a mailing address at 505 South Road, Box 213, Gabriola, BC, V0R 1X0

(the “**Society**”)

WHEREAS:

- A. Pursuant to Electoral Area ‘B’ Cultural Centre Contribution Amendment Bylaw No. 1319.01, 2011, as amended or replaced from time to time, the Regional District has established a service for the purpose of contributing to the cost of providing and operating a theatre, art gallery, museum, or other facilities for the benefit of the residents of Electoral Area ‘B’;
- B. The *Local Government Act*, RSBC 2015, c 1 authorizes the Regional District to provide assistance for the purpose of benefiting the community or any aspect of the community;
- C. The parties to this Agreement were formerly parties to an assistance agreement dated August 1, 2018 which was in force until December 31, 2019; and
- D. The Regional District wishes to continue to assist the Society by providing the Grant as set out below.

NOW THEREFORE in consideration of the premises and mutual covenants contained in this Agreement (the receipt and sufficiency of which the parties acknowledge), the parties agree as follows:

COVENANT OF THE REGIONAL DISTRICT

- 1. The Regional District agrees to provide the Society with an annual grant of \$16,000 to be paid on or after September 1 of each calendar year of the Term (the “**Grant**”).

COVENANTS OF THE SOCIETY

2. The Society agrees to:
 - (a) Use the Grant to support the operating costs of the museum.
 - (b) Submit a written annual report to the Regional District, to be submitted to the Manager, Recreation Services or their designate on or before August 31, outlining the outcomes of the events, programming, and other activities of the Society and accounting for the use of the Grant;
 - (c) Acknowledge the Regional District at events, programming, and promotional materials supported by or related to the Grant or otherwise related to this Agreement; and
 - (d) To perform its obligations under this Agreement in a lawful and orderly manner in full compliance with all applicable federal, provincial, municipal, and other laws, bylaws (including bylaws of the Regional District), regulations, and statutes.

TERM

3. The term of this Agreement shall commence on May 1, 2020 and end on December 31, 2022 unless terminated earlier in accordance with the termination provisions of this Agreement (the “**Term**”).

TERMINATION

4. This Agreement may be terminated:
 - (a) At any time upon written agreement of the parties;
 - (b) At any time by the Regional District upon written notice to the Society if the Regional District determines that, for whatever reason, the Society:
 - (i) is unable to perform any or all of its obligations set out in this Agreement hereto to the satisfaction of the Regional District; or
 - (ii) otherwise fails to observe or perform any of the terms or conditions of this Agreement in a timely manner; or
 - (c) Upon either party providing the other party with at least six (6) months’ written notice of its intention to terminate this Agreement, in which case, this Agreement shall terminate on the date indicated in the notice.
5. If the Regional District at any time grants any extension of time under the Agreement, such extension is not a waiver on the part of the Regional District of this provision. No waiver by the Regional District of any breach of any terms of the Agreement by the Society is effective unless given in writing and no waiver constitutes a waiver of any subsequent breach of the same or any other provision of the Agreement.

INDEMNITY AND RELEASE

6. The Society hereby indemnifies and saves harmless the Regional District, its officers, elected officials, employees, volunteers, and agents from any and all claims, causes of action, suits, or demands whatsoever the Society may have against the Regional District, its officers, elected officials, employees, volunteers, and agents for any loss or damage or injury the Society may sustain or suffer arising out of the breach of this Agreement by the Regional District, the termination of this Agreement by the Regional District, or by the negligent acts of the Regional City, its officers, elected officials, employees, volunteers, and agents.

MISCELLANEOUS

7. The Society shall not assign this Agreement or any part or any benefit or monies accruing to it or sub-contract any work required to be performed by it under the Agreement without the prior written consent of the Regional District. Any such assignment or sub-contracting without such consent is not binding on the Regional District and gives the Regional District the right to terminate the Agreement.
8. The division of this Agreement into articles and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.
9. Any notice required or permitted to be given shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by email to the email address shown below for the respective party or mailed by prepaid registered mail to the address set out on the first page of this Agreement or to such other address as the respective parties may in writing advise. Any such notice shall be deemed to have been given and received, if delivered, when delivered, and if mailed, on the fifth (5th) business day after the mailing thereof in any government post office in the province of British Columbia provided that, if mailed, and after the time of mailing there is any slowdown, strike, or labour dispute which might affect the delivery of such notice, then such notice shall be effective only if actually delivered.
 - (a) The email address for the Regional District is: recparks@rdn.bc.ca
 - (b) The email address for the Society is: pres@gabriolamuseum.org
10. Nothing contained or implied in this Agreement shall fetter in any way the discretion of the Regional District or the Board of the Regional District. Further, nothing contained or implied in this Agreement shall derogate from the obligation of the Society under any other agreement with the Regional District or, if the Regional District so elects, prejudice or affect the Regional District's rights, powers, duties, or obligation in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act*, as amended or replaced from time to time, or act to fetter or otherwise affect the Regional District's discretion, and the rights, powers, duties, and obligations of the Regional District under all public and private statutes, by-laws, orders, and regulations, which may be, if the Regional District so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the Society and the Regional District.

11. Except as otherwise permitted under this Agreement, this Agreement may be amended only by written instrument executed by the parties hereto or their successors or permitted assigns.
12. If any clause of this Agreement or any part of any clause of this Agreement is found to be unlawful or unenforceable, that part or clause, as the case may be, shall be considered separate and severable and the remaining parts or clauses, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
13. The Agreement enures to the benefit of and is binding upon the heirs, executors, administrators, successors, and permitted assigns of each party.
14. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
15. The Regional District and the Society disclaim any intention to create a partnership or joint ventureship or to constitute either of them the agent of the other and nothing contained in this Agreement shall be construed to constitute the Regional District or the Society a partner, joint venturer, agent, or legal representative of or with the other. Neither the Regional District nor the Society shall have or represent that it has the authority or power to act for or to undertake or create any obligations or responsibilities, express or implied, on behalf of, or in the name of the other.
16. Time is of the essence of this Agreement.
17. This Agreement constitutes the entire agreement between the parties.

As evidence of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement as follows:

Date: _____, 20__

REGIONAL DISTRICT OF)
NANAIMO, by its authorized signatories:)

_____))
Name:)

_____))
Name:)

Date: _____, 20__

GABRIOLA HISTORICAL AND)
MUSEUM SOCIETY, by its authorized)
signatories:)

_____))
Name:)

_____))
Name:)

END OF DOCUMENT