

Lighthouse Community Centre Society General Service Agreement

THIS AGREEMENT is dated for reference the ____ day of _____, 2023

BETWEEN:

REGIONAL DISTRICT OF NANAIMO, a regional district incorporated under the *Local Government Act* (British Columbia) and having offices at 6300 Hammond Bay Road, Nanaimo, BC, V9T 6N2

(the “**Regional District**”)

AND:

LIGHTHOUSE COMMUNITY CENTRE SOCIETY, a society incorporated pursuant to the Societies Act (British Columbia) with a mailing address of 240 Lions Way, Qualicum Beach, BC, V9K 2E2

(the “**Society**”)

WHEREAS:

- A. Pursuant to Electoral Area ‘H’ Community Parks Bylaw No. 806, as amended or replaced from time to time, the Regional District has established a service for the *purpose of acquiring, developing, operating and maintaining land and facilities on land acquired by the Regional District of Nanaimo and designated as community park land and to provide assistance for the operations and improvement of buildings owned and operated by incorporated non-profit organizations for the purpose of providing recreation and cultural opportunities to residents within Electoral Area ‘H’*;
- B. Pursuant to section 263 (1) (c) of the Local Government Act, RSBC 2015, authorizes the Regional District to provide assistance for the purpose of benefiting the community or any aspect of the community;
- C. The parties entered into a ten year lease agreement on land owned by the Regional District legally described as
Lot 1, District Lot 32, Newcastle District, Plan 42674 PID: 002-081-911
for the purpose of the Society to construct and maintain a community centre, addressed as 240 Lions Way; and
- D. The Regional District wishes to assist the Society by providing the Grant as set out below,

NOW THEREFOR 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:

INTERPRETATION

In this Agreement the following terms have the following meanings:

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“Annual Report” has the meaning provided in section 3 of this Agreement;

“Board” means the Board of the Regional District of Nanaimo.

“Grant” means the annual funding provided to the Society.

“Initial Term” means the period of time described in section 6.

“Proposed Budget” has the meaning provided in section 3 of this Agreement;

“Renewal Term” means the period of time described in section 7.

“Term” means the Initial Term or a Renewal Term, or both.

COVENANT OF THE REGIONAL DISTRICT

1. The Regional District agrees to provide the Society with an annual grant of \$25,000 to be paid on or after July 15 of each calendar year of the Term (the **“Grant”**).

COVENANTS OF THE SOCIETY

2. The Society covenants and agrees that it shall, at all times during the Term of this Agreement to:
 - a) Use the Grant to support the daily operating and expenses incurred in the provision of recreation services at the Society’s community centre located at 240 Lions Way, Qualicum Beach, legally located at,
Lot 1, District Lot 32, Newcastle District, Plan 42674 PID: 002-081-911;
 - b) Submit a written annual report to the Regional District in accordance with section 3 below, to be submitted to the General Manager, Recreation and Parks or their designate on or before September 30;
 - c) Be just and faithful in the performance of its functions and obligations under this Agreement and in its dealings with the Regional District under this Agreement and other agreements entered into between the Society and the Regional District or any other person in respect of the Services. Without limiting the generality of the foregoing, the Society shall make full, frank, and immediate disclosure to the Regional District of all matters coming to the attention of the Society or any of its officers, directors, employees, agents, servants, or consultants in relation to the terms under this Agreement;
 - d) Acknowledge the Regional District at events, programming, and promotional materials supported by or related to the Grant or otherwise related to this Agreement;
 - e) That it shall at all times during the term fulfil all of its obligations under the *Society Act* in order to maintain the Society in good standing.
 - f) 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; and

BUDGET AND REPORTING

3. The Society shall provide to the Regional District by September 30 of each calendar year of the Term a report containing:
 - a) a detailed proposed budget for the following calendar year showing the revenues and expenditures projected for the Centre (the **“Proposed Budget”**);
 - b) A detailed annual report for the preceding calendar year showing the revenues and expenditures for the Centre (the **“Annual Report”**);
- 4) Without limiting the foregoing, the Proposed Budget and Annual Report shall:
 - a) be prepared by the Society in accordance with General Accepted Accounting Principles;
 - b) contain details as to the funds anticipated to be required by the Society for the upcoming calendar year for operating the Community Centre, including those expenses both of a capital and operating nature;
 - c) contain a summary outlining the outcomes of events, programming, and other activities of the Society and accounting for the use of the Grant;

TERM

6. The term of this Agreement shall commence on July 1, 2023, and end on June 30, 2026 unless terminated earlier in accordance with the termination provisions of this Agreement (the **“Initial Term”**).
7. This Agreement may be renewed for a further term of 2 years (the **“Renewal Term”**), provided notice is given by the Society 6 months prior to the expiration of the Term, subject to a review by the Regional District of the terms of the agreement. Any decision with respect to a Renewal Term shall be at the sole option of the Board.

TERMINATION

8. 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.
 - d) In the event of termination by either party, the parties shall, within thirty (30) days of the effective date of termination pay or refund monies to one another based upon the quantum of services performed up until the effective date of termination on a pro rata basis.
9. 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 subsequent breach of the same or any other provision of the Agreement.

INDEMNITY AND RELEASE

10. 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

11. The Society shall not assign this Agreement or any part or any benefit or monies accruing to it or subcontract any work required to be performed by it under the Agreement without the prior written consent of the Regional District. Any such assignment or subcontracting without such consent is not binding on the Regional District and gives the Regional District the right to terminate the Agreement.
12. 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.
13. 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: treasurer@lighthousehall.ca

14. 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.
12. 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.
13. 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 shall be considered separate and severable and the remaining parts or clauses shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
14. The Agreement endures to the benefit of and is binding upon the heirs, executors, administrators, successors, and permitted assigns of each party.
15. 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.
16. 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 venture, 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.
17. Time is of the essence of this Agreement.
18. This Agreement constitutes the entire agreement between the parties.
19. As evidence of their agreement to be bound by the terms of this Agreement, the parties have executed this Agreement as follows:

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Date: _____, 2023

REGIONAL DISTRICT OF)

NANAIMO, by its authorized signatories:)

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Name:)

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Name:)

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Date: _____, 2023

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LIGHTHOUSE COMMUNITY)

CENTRE SOCIETY, by its authorized signatories:)

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Name:)

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Name:)

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Name:)