THIS AGREEMENT made the # day of #, 2024

BETWEEN:

REGIONAL DISTRICT OF NANAIMO 6300 Hammond Bay Road Nanaimo, BC V9T 6N2

OF THE FIRST PART

AND:

GABRIOLA RECREATION SOCIETY
PO Box 355
Gabriola, BC
VOR 1X0

(Herein called the "Society")

OF THE SECOND PART

- A. WHEREAS the Regional District did, by Gabriola Island Recreation Service Establishment Bylaw No. 1023, 1996 ("Bylaw 1023") and subsequent amendments, establish a service known as the Gabriola Island Recreation Local Service Area, within a portion of the Electoral Area B, and did within that Local Service Area authorize the Regional District to undertake and carry out or cause to be carried out and provide for recreation services in and for the Service Area;
- B. And WHEREAS the Society was incorporated on the February 14, 2002, and the objectives of the Society are to provide recreation services;
- C. AND WHEREAS Section 332(1) of the *Local Government Act* provides that the Board may make agreements for the operation of services and the Board wishes to engage the Society to provide recreation and parks services as set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, terms and conditions to be hereinafter contained (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

#### INTERPRETATION

In this Agreement the following terms have the following meanings:

"Board" means the Board of the Regional District of Nanaimo.

"Bylaw 1023" has the meaning set out in Recital 'A' above.

"Initial Term" means the period of time described in Section 1.

"Property" means any items, furniture, supplies, equipment, technology, licenses, chattels or any other type of property, given to the Society by the Regional District or purchased by the Society with funds provided by the Regional District for the purposes of the Society providing the Recreation and Parks Services, which are listed in *Schedule 'C'*.

"Lands" means Rollo McClay Community Park and Huxley Community Park.

"Recreation Services" means the services set out in Schedule 'A'.

"Recreation and Parks Services" means both Recreation Services and Parks Services.

"Parks Services" means the services for both Rollo McClay Community Park and Huxley Community Park as set out in Schedule 'B'.

"Renewal Term" means the period of time described in Section 1.

"Review Engagement Statement" has the meaning set out in Section 9.

"Service Area" means the Gabriola Island Recreation Local Services Area established under the Regional District's Bylaw 1023.

"Term" means the Initial Term or a Renewal Term, or both.

"Year End" means the calendar year ending December 31st.

### **TERM**

1. The term of this Agreement is three (3) years and will commence on <u>January 1, 2024</u>, and end on <u>December 31, 2026</u>, unless terminated earlier in accordance with this Agreement (the "Initial Term"). The Agreement may be renewed for further term(s) on the same terms and condition as this Agreement with the exception of this Section, which will be modified to reflect the period of time for the renewal (the "Renewal Term"). Any decision with respect to a Renewal Term shall be at the sole option of the Board. The Society shall give written notice to the Regional District of its interest in a Renewal Term no less than thirty (30) days prior to the end of the Term.

### **SERVICE AREA**

2. The Society will, under the terms set out in this Agreement, provide the Recreation and Parks Services in and for the Service Area.

## **PURPOSE OF THE LOCAL SERVICE AREA**

3. It is acknowledged, understood, and agreed by the parties that the funds necessary for the Society to deliver the Recreation and Parks Services within and for the Service Area are raised through taxes paid to the Regional District by the owners of land within the Service Area. The Regional District has elected to deliver the Recreation and Parks Services through the Society. The funding provided by the Regional District to the Society pursuant to Section 10 is limited to the revenue generated by the payment of these taxes.

#### **RECREATION AND PARKS MANAGEMENT SERVICES**

- 4. a. The Society shall provide the Recreation and Parks Services in accordance with the Society's Constitution and Bylaws.
  - b. In recognition of the Recreation and Parks master plan process that will occur during the term of this Agreement it is agreed that upon the completion of the master plan a joint review of the scope of Schedule A will be conducted, and if determined necessary changes to Schedule A should be made.
  - c. It is further agreed during the review of Schedule A upon completion of the master plan process consideration will be given to level of annual funding (Section 10) and will be adjusted accordingly at the direction of the RDN Board.

#### **FUNDING AND PAYMENT**

- 5. In consideration of the Society providing the Recreation and Parks Services, the Regional District will provide funds to support the Society as outlined herein.
- 6. The funding described herein is subject to the Regional District being satisfied in each year of the Term that the Society has performed the Recreation and Parks Services to the standards required by this Agreement and has satisfied all other terms of this Agreement.
- 7. The Society shall by September 15 of each year of the Term provide the Regional District for the upcoming year of the Term:
  - a. A detailed proposed budget showing the revenues and expenditures projected for the Recreation and Parks Services in accordance with Section 15;
  - b. A statement of the goals and objectives for the following year with respect to the Recreation and Parks Services being provided, including program content related specifically to the Recreation Services;
  - c. A brief written narrative highlighting any significant the Recreation and Parks Services program changes, deletions, and/or additions in relation to specific line items in the budget;
  - d. Any other significant issues that may pertain to the Recreation and Parks Services being provided.
- 8. The Society shall by February 15 of each year of the Term provide the Regional District, an annual report regarding the Recreation and Parks Services. The annual report shall include at a minimum:
  - a. A preliminary summary of Recreation Services operating results showing revenues and expenditures to December 31<sup>st</sup> of the preceding year;
  - b. A summary of Recreation Services programs showing registration statistics and number of sessions held; and,

- c. A brief narrative summary reviewing the goals, objectives and the results achieved for the year for the Recreation and Parks Services; which would also include challenges encountered, Recreation Services program cancellations, and any other significant issues addressed.
- 9. At the discretion of the Regional District, on or before March 31, the Society shall have prepared by a Certified Professional Accountant qualified to practice publicly in the British Columbia, a review engagement statement of its accounts containing particulars of assets and liabilities, and a statement of revenue and expenditures for the preceding calendar year, including the funds provided under this Agreement (the "Review Engagement Statement"). All Review Engagement Statements shall be submitted to the Regional District's Superintendent of Recreation Program Services (South) upon completion.
- 10. The Regional District shall provide the Society with the following funding in order to deliver the Recreation and Parks Services:

Funding for the first calendar year of the Initial Term (2024) shall be \$88,366 for the Recreation Services and \$3,500.00 for the Parks Services. For the following calendar years, the only changes to the funding will be changes to the amount of funding in proportion to the change in the Consumer Price Index for Vancouver Island (Victoria) as stated on November 30 of the previous calendar year (i.e., 2024 and 2025). The Regional District will provide the funding on the following schedule:

- In 2024 the first payment will be made on or before January 30th, 2024 50% of the funding for the calendar year.
- In the second and third year of the contract the first payment will be made on or before January 10th 50% of the funding for the calendar year.
- In each year, the second payment will be made on or before July 1<sup>st</sup> 50% of the funding for the calendar year.

The Society shall administer the funds in accordance with the budget approved by the Regional District.

## SEPARATE FUNDS AND FINANCIAL STATEMENTS

- 11. The books of account of the Society shall be kept in such manner and provide such detail as may be required from time to time by the Regional District's Chief Financial Officer or their designate.
- 12. The public funds provided under FUNDING AND PAYMENT in this Agreement shall be accounted for separately from any other funds of the Society and shall be separated in its books of account.
- 13. The Society shall keep all operating revenues and expenditures pursuant to this Agreement separate from other activities that may be undertaken by the Society from time to time.
- 14. The Regional District's auditors may rely on the Society's Review Engagement Report, but in any case, may require and shall have access to the working papers of the Society's accountant for examination during the Year End audit of the Regional District.

- 15. The Society will prepare, in a form approved by the Regional District's Chief Financial Officer, a budget related to the Recreation and Parks Services being provided, which reflects its anticipated income and expenses for its next calendar year.
- 16. The Recreation Services budget shall contain details as to the funds anticipated to be required by the Society for the annual operation of its Recreation Services, both of a capital and operating nature for the purpose of operating, equipment and other facilities and chattels utilized by the Society in providing the Recreation Services.
- 17. The budget shall be presented to the Regional District's Chief Financial Officer on or before September 15 of each year of the Term to prepare the Regional District's budget for the following calendar year. The Regional District will review the budget and may either approve the budget or return the budget for amendment by the Society, which will return the budget as amended to the Regional District for its approval on or before the day specified by the Regional District's Chief Financial Officer for the purpose of completing the Regional District's budget for the following calendar year.
- 18. Any accumulated surplus or deficit from the prior year as recorded in the Society's records must be carried forward and be applied to the next year's budget in accordance with accounting rules established for Regional Districts in the Province of British Columbia.
- 19. A deficit incurred in a prior year may or may not be funded by the Regional District and is subject to the Regional District's approval of the Society's budget, which forms part of the Regional District's overall financial plan for the relevant year.
- 20. The Society will not expend or contract for or otherwise commit the Society to any expenditure in any calendar year except for an expenditure in an amount that has first been approved by the Board in a budget. General program costs are an acceptable line item within the submitted budget.

## **RIGHT OF AUDIT**

21. At any time, the Regional District may give to the Society written notice that it desires its representatives to examine the books of account of the Society, and the Society shall produce for examination to such representative within ten days after receipt of such notice, its books of account, and the said representative shall have a right of access to all records, documents, books, accounts and vouchers of the Society and shall be entitled to require from the Directors and Officers of the Society such information and explanations as, in his/her opinion, may be necessary to enable the staff to report to the Board on the financial position of the Society.

#### **OPERATION**

22. The Society will provide and carry out the Recreation and Parks Services without negligence and in accordance with standards comparable to those of similar services provided within the Regional District of Nanaimo, and in accordance with any operational guidelines as may be established from time to time by the Regional District in consultation with the Society.

23. The Regional District may consult the Society with respect to operational guidelines but shall retain the sole right to determine whether a guideline shall apply to the Society.

#### **CAPITAL ASSETS**

- 24. The parties to this Agreement acknowledge and agree that all Property will remain or become the property of the Regional District, free and clear of any claim by the Society and the Society shall not mortgage, charge, pledge, hypothecate or otherwise post such Property as security for any purposes whatsoever. Schedule 'C' shall be updated for additions and replacements annually after the Year End and a certified copy shall be forwarded to the Regional District's Chief Financial Officer subsequent amendments to Schedule 'C' shall automatically replace previous schedules and shall become a part of this Agreement.
- 25. At all times during the Term, the Society, subject to the terms of this Agreement, shall have possession of and be responsible for equipment listed in *Schedule 'C'* and all other items, furniture, supplies and equipment subsequently purchased out of funds obtained from the Regional District, for the purpose of providing the Recreation and Parks Services within the Service Area.

#### **MAINTENANCE**

- 26. The Society will, to the satisfaction of the Regional District, maintain all Property in a good working condition so that equipment is available at all times for the purpose of providing the Recreation and Parks Services.
- 27. The Society agrees to return all or some of the Property to the Regional District upon request.

## **INSURANCE**

- 28. The Society shall provide a copy of each insurance certificate each year upon renewal to the Regional District's Chief Financial Officer.
- 29. The Society may, at its own cost, take out and maintain insurance for the personal effects of the volunteers, Directors and Officers of the Society.
- 30. The Society shall take out and maintain, during the Term, a policy of comprehensive general liability insurance, including non-owned automobile insurance and tenant fire and legal liability insurance and declaring the Regional District as an additional named insured, against claims for personal injury, bodily injury, death or property damage arising out of the Recreation and Parks Services provided by the Society in an amount of not less than five million (\$5,000,000) dollars per single occurrence or such amount as the Regional District may require from time to time. The policy shall include a cross liability clause and a waiver of subrogation in favour of the Regional District. The Society shall provide a copy of each year's renewed policy to the Regional District's Chief Financial Officer.
- 31. In the event of any injury to person(s) on the premises and/or involved in the Recreation and Parks Services or, the Society shall forthwith notify the Regional District's Superintendent of Recreation Program Services (South) of such event. Failure to notify the Regional District within one week of knowledge of an injury or loss may result in the termination of this Agreement.

#### **INDEMNITY**

- 32. The Society shall indemnify and save harmless the Regional District from and against all actions, causes of action, claims, liabilities, damages, losses, costs, fees, fines, penalties, orders, charges or expenses which the Regional District may incur, be threatened by or be required to pay by reason of or arising out of the provision of the Recreation and Parks Services by the Society; the Society's use of and occupation of the Lands or any facility where Recreation and Parks Services are provided; the Society's breach of any term of this Agreement; or by the Society's contravention of any enactment of a federal, provincial or local government.
- 33. This indemnity shall survive the expiry or sooner termination of this Agreement.

#### **COMPLIANCE WITH LAWS**

- 34. The Society will comply with all enactments as defined in the *Interpretation Act*, including all applicable enactments of a federal, provincial or local government. This requirement includes an obligation for the Society to follow the orders and requirements under and authorized by the *Workers Compensation Act*.
- 35. The Society shall file a copy of its annual *Society Act* filing with the Regional District's Chief Financial Officer.

#### **DIRECTORS**

36. At all times, while this Agreement is in force, a representative of the Regional District nominated by the Regional District shall be entitled to attend all meetings of the Board of Directors of the Society.

#### **REMEDIAL ACTION**

- 37. If the Society fails to do anything required of the Society under this Agreement, the Regional District may fulfill or complete such thing at the cost of the Society and may, if necessary, by its agents, Officers, employees or contractors enter onto the Lands to fulfill and complete all or part of such thing as the Regional District determines prudent in its sole discretion. If the Society leaves any property, goods or chattels on the Lands after the expiry of the Term, the Regional District may remove them and dispose of them in its sole discretion and may retain any proceeds of its disposition.
- 38. The release provided by the Society in Section 32 includes any actions by the Regional District under Section 48 unless the Regional District, its elected officials and appointed Officers, employees, agents or contractors are negligent in carrying out the actions permitted by Section 48.

#### **TERMINATION**

- 39. The Regional District may terminate this Agreement upon giving ninety (90) days written notice to the Society should the Regional District or any successor to the Regional District provide alternate Recreation and Parks Services within the Service Area.
- 40. The Regional District may terminate this Agreement immediately without notice to the Society or other party should:
  - a. The Society, in the opinion of the Regional District, fail to perform any of the terms of its obligations or covenants of the Society hereunder and such failure shall continue beyond thirty (30) days from delivery by the Regional District to the Society of written notice specifying the failure and requiring remedy thereof;
  - b. Should the Society fail to file its annual report or provide an annual audited financial statement;
  - c. The Society makes an assignment in bankruptcy or is declared bankrupt; or
  - d. The Society ceases, for any reason, to be current in its obligations under the *Society Act* and fails to maintain the Society in good standing.
- 41. The Society may terminate this Agreement upon giving not less than ninety (90) days written notice to the Regional District of its intention to so terminate in the event of breach by the Regional District of a material term of this Agreement.

## **DISPUTE RESOLUTION**

- 42. The parties agree that both during and after the performance of their responsibilities under this Agreement, each of them shall:
  - a. Make bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
  - b. Provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate those negotiations.

If the dispute cannot be settled within sixty (60) days, the parties will refer the matter to the arbitration of a single arbitrator mutually agreed to by the parties. If the parties cannot agree on an arbitrator, the dispute shall be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act* (B.C.). The cost of arbitration shall be borne equally by the parties.

#### **NOTICE**

43. It is hereby mutually agreed that any notice required to be given under this Agreement will be deemed to be sufficiently given:

- a. if delivered by hand; or
- b. if mailed from any government postal outlet in the Province of British Columbia by prepaid registered mail addressed as follows:

#### if to the REGIONAL DISTRICT:

Superintendent of Recreation Program Services (South) Regional District of Nanaimo 6300 Hammond Bay Road Nanaimo, BC V9T 6N2

## if to the Society:

President
Gabriola Recreation Society
PO Box 355
Gabriola, BC
VOR 1X0

44. Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by email, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed seventy-two (72) hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

## **MISCELLANEOUS**

- 45. Time is to be the essence of this Agreement.
- 46. The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement, if any, have been duly and validly authorized by all necessary corporate action of the Society, and this Agreement constitutes a legal, valid and binding obligation of the Society enforceable against the Society in accordance with its terms and the persons signing this Agreement on the Society's behalf are duly authorized to do so.
- 47. This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and permitted assignees.

- 48. The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 49. Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 50. No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 51. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 52. Reference in this Agreement to a Section or Schedule is a reference to the corresponding Section or Schedule of this Agreement unless otherwise indicated.
- 53. In this Agreement, the word "including", means "including but not limited to".

For the REGIONAL DISTRICT OF NANAIMO

54. Reference in this Agreement to an enactment is a reference to that enactment as amended, revised, consolidated or replaced.

**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year first above written.

	(Seal)
Authorized Signatory	(=== ,
Authorized Signatory	
For the GABRIOLA RECREATION SOCIETY	
Authorized Signatory	(Seal)
Authorized Signatory	

#### SCHEDULE 'A'

## **Recreation Services**

The Society will provide the following Recreation Services:

- 1. Offer a wide variety of structured and unstructured recreation programs and/or special events, and other related recreation services deemed appropriate by the Board throughout the year in a variety of community venues in the Service Area, whether coordinated by volunteer or paid staff.
- 2. Provide a grant program for the purpose of providing funds to assist local recreation organizations in providing a variety of recreation services to residents of Gabriola Island in addition to the services provided by the Society.
- 3. Maintain an accurate service evaluation program to include numbers of residents being served and a qualitative and quantitative evaluation of recreation programs and services being offered.

# SCHEDULE 'B' Parks Services

## **Rollo McClay Community Park:**

The Society will provide the following Park Services at Rollo McClay Community Park:

## The Society's Responsibilities:

- 1. Scheduling of Rollo McClay Community Park The Society is responsible for all field scheduling. The Society will coordinate the use of the field between all sports groups, recreation programmers and special events organizers to meet the scheduling requirements of all users. The Society will consider the wear and tear on the field when scheduling and will provide for field recovery time between heavy use groups. After discussion with the Regional District and the mowing contractor, the Society will close the field when it is too wet for use and will inform the user groups and post signage of the closure.
- 2. The Society will ensure that the Field House is clean and safe for the public. This will include regular janitorial work such as cleaning and stocking of the washrooms, cleaning of the coaches' room, cleaning and garbage pick-up around the building, and coordinating the emptying of garbage containers with the contractor. Any damage, vandalism or equipment failures will be reported to the Regional District immediately.
- 3. **The Society will coordinate with Island Health** (IH) for the issuance of any operation/health permits if required. All vendors must be Foodsafe certified.
- 4. The Society will monitor the fence around the detention pond to ensure it is secure. Any damage, vandalism or major equipment failures will be reported to the Regional District immediately. The Society will work with the contractor when setting the irrigation timer to ensure that the field receives adequate water while considering the fact that the pond must remain at a level sufficient to serve the field throughout the season. The irrigation system and timer are the responsibility of the contractor and any proposed changes to the system need to be vetted through the Regional District and contractor. The contractor is responsible for cleaning the filter system. The drilled well is not to be used for irrigation at any time.
- 5. The Society will monitor the field maintenance and garbage collection contractors to ensure those services are delivered in a timely manner and that the services meet the standards set out by the Regional District in its contracts. Any issues related to these services that arise to be reported to the Regional District. Minor issues can be discussed directly with the contractor.
- 6. **Coordination of Permits and Commercial events** The Society will provide information, permit applications and permit requirements to third parties interested in holding special events at Rollo McClay Community Park. The Society will liaise with and provide information to the Regional District and will forward the completed application and documentation. The Regional District retains the authority to make a decision on an application for a permit to hold a special event.

## **Regional District of Nanaimo Responsibilities:**

The Regional District will carry out and be responsible for the duties listed below.

- General Maintenance to Field House/Well Water System The Regional District will undertake
  common repairs to the Field House and maintenance of the Water System as necessary to maintain
  public safety and service functionality. This includes repairs of permanently attached fixtures, doors,
  building envelope components, electrical and mechanical systems, and fire extinguisher maintenance.
  The Regional District will regularly test the concession water through the Vancouver Island Health
  Authority (VIHA).
- 2. **General Pump House/Irrigation System** The Regional District will repair any damage or equipment failure to the pump, pond lining, the fence surrounding the pond and the pump house building.
- 3. Contracting of Field Maintenance and Garbage Collection The Regional District will tender, select and award contracts for Field Maintenance and Garbage Collection in accordance with Regional District Purchasing Policies. The Regional District will pay for these services. The Regional District will establish the scope of work and standards and will share these with the Society.
- 4. Capital Improvements The Regional District is responsible for the approval and delivery of all capital projects, major asset maintenance projects, and other such improvements to the field, buildings and permanent fixtures on the site. The Regional District will develop the plans and budget for identified capital improvements and major asset replacement works with input from the GRS. This will involve RDN parks staff touring the park and facilities with GRS representatives sometime before the end of April each year to identify potential projects or improvements for consideration within future work plans, and to identify other issues that may be resolved in the more immediate future within available resourcing. The Regional District will develop plans and award any contracts in accordance with applicable Regional District Policies.
- 7. **Issuing of Permits** The Regional District will approve or deny any application for a permit to hold a special event at Rollo McClay Community Park forwarded to it from the Society and will notify both the Society and the applicant of the decision. The Regional District reserves the right to deny any permit applications which are in contravention to the Parks Bylaw 1801 or which could damage the field.
- 8. **Contracting of general park maintenance services** The Regional District will tender, select and award the contracts for general park maintenance in accordance with Regional District Purchasing Policies. The Regional District will pay for these services. The Regional District will establish the scope of work and standards. The Regional District will provide the Society with copies of established schedules as per the contract as soon as available (spring annually).

## SCHEDULE 'B' (Continued)

## **Huxley Community Park:**

The Society will provide the following Park Services at Huxley Community Park:

## The Society's Responsibilities:

- 1. **Scheduling of Huxley Community Park** The Society is responsible for park facility and event scheduling and ensuring this information is effectively disseminated to the community including accurate and up to date signage information on site (if required).
- 2. The Society will monitor park maintenance contractors to ensure that service is delivered in a timely manner and that the service meets the standards set out by the Regional District in the contract. The Society will report any issues related to this work to the Regional District. Minor issues can be discussed directly with the contractor. Garbage collection and a portable toilet are the only recurring service agreements at Huxley. This park is undergoing several phases of upgrade and redevelopment over the next several years. Service requirements will be subject to ongoing change. The Society should communicate any concerns to Park Operations for follow-up.
- 3. **Coordination of Permits and Commercial events** The Society will provide information, permit applications and permit requirements to parties interested in booking park facilities for scheduled use and/or holding special events in close consultation with the Regional District. The Society will forward the completed application and documentation to the Regional District for approval. The Regional District retains the authority to decide on an application for a permit to hold a special event.
- 4. **The Society will coordinate with the Island Health** (IH) for the issuance of any operation/health permits (if required). All vendors must be Foodsafe certified.

## **Regional District of Nanaimo Responsibilities:**

The Regional District will, as part of this Agreement, carry out and be responsible for the duties listed below.

- Capital Improvements/Replacement The Regional District is responsible for all capital
  improvements/ replacements to park facilities. The Regional District will work with the Society to
  ensure timely asset replacement. The Regional District will create plans and the budget for asset
  replacement with input from the Society. The Regional District will award any contracts in accordance
  with Regional District Policy.
- 2. **Issuing of Permits** The Regional District will approve or deny any permit application forwarded from the Society and will notify both the Society and the applicant of the decision. The Regional District reserves the right to deny any permit applications which are in contravention to the Parks Bylaw 1801 or which could damage the park.

3. **Contracting of general park maintenance services** – The Regional District will tender, select and award the contracts in accordance with Regional District Purchasing Policies. The Regional District will pay for these services. The Regional District will provide GRS staff with copies of established schedules as per the contract as soon as available (spring annually).

## Schedule 'B' Continued -Table of Responsibilities Huxley and Rollo McClay Community Park:

TASK	GRS OR RDN RESPONSIBLE	NOTES
FIELD SCHEDULING, INCLUDING ENSURING ALL MANDATED REQUIREMENTS FOR FILED USERS ARE MET.	GRS	
FIELD HOUSE: CLEANING AND COORDINATING WITH CONTRACTOR; REPORTING ANY ISSUES TO RDN.	GRS	
FIELD HOUSE/ WELL WATER SYSTEM: GENERAL MAINTENANCE.	RDN	
COORDINATING WITH ISLAND HEALTH FOR ANY CONCESSION SERVICES OPERATIONS OR PERMITS.	GRS	
DETENTION POND: MONITOR FENCE AND ENSURE ANY DAMAGE, VANDALISM ETC IS REPORTED TO RDN.	GRS	
IRRIGATION SYSTEM AND TIMER MAINTENANCE AND MONITORING.	Contractor/ RDN	
FIELD MAINTENANCE AND GARBAGE COLLECTION: MONITORING AND REPORTING AND ISSUES TO RDN	GRS	
FIELD MAINTENANCE AND GARBAGE COLLECTION: CONTRACTING.	RDN	
PERMITS AND COMMERCIAL EVENTS: PROVIDE INFORMATION AND APPLICATIONS.		
PERMITS AND COMMERCIAL EVENTS: APPROVE AND ISSUE ANY PERMITS REQUIRED FOR COMMERCIAL OR OTHER EVENTS.	RDN	
CAPITAL IMPROVEMENTS. CONTRACTING OF GENERAL PARK MAINTENANCE SERVICES.	RDN RDN	

## SCHEDULE 'C'- GABRIOLA RECREATION SOCIETY - Equipment Inventory

(September 14, 2023)

## Office

Computer – Dell Inspiron monitor and keyboard (new – 2019)

Computer - Apple Mac Mini M1 8 (new - 12/2022)

Laptop – Asus X751L; 1 Printer – Epson WorkForce Pro 4820 (new - 2022)

4 filing cabinets - 3 large, 1 small; 1 - 2 drawer lockable cabinet/ 1 - 2 drawer office desk

9 - 30" x 6' folding tables/ 1 - 2' x 3' folding table

6 black chairs; 6 grey folding chairs; 2 swivel office chairs; 16 black folding Cosco chairs

1 broom with dustpan

1 Panasonic phone

## **Gymnastics/Fitness/Kids' Sports/Physical Literacy**

Incline Mats – 1 small, 1 large

Mats - 1 step/1 donut

Mats - Trapezoids - 1 small, 1 medium, 1 large

10 blue Team Skyline folding mats; 8 blue single panel 5' mats/ 7 blue single 4' panel mats

1 multi-coloured parachute

7 yoga mats (old)/ 4 yoga mats (new 2023) / 6 foam blocks

Foam javelin set (Flaghouse)/assorted ball sets, bean bag sets, foam discs (Spaldeen)

10 adjustable training hurdles

Junior rugby set (Gilbert) - includes saucers, tape markers, bands, 22 sz. 3 balls, 2 carrying bags

## Soccer/Volleyball/Basketball

10 soccer balls – assorted sizes (old) 1 indoor soccer ball (new)

2 small metal frame goals – at GES soccer field

4 corner markers/ 8 safety cones/ 20 flat cones

8 adult basketballs

10 adult pinnies (old) 12 adult pinnies (new)

1 youth basketball

2 beach volleyballs; 2 indoor volleyballs; 1 volleyball net (in GES Gym storage box)

## **Badminton/Tennis**

3 mesh badminton nets/ 6 badminton racquets/ 2 (old) badminton racquets / 2 cartons birds

12 tennis racquets - 4 adults; 8 kids

2 metal ball hoppers

2 tennis ball machines – 1 small; 1 large – Silent Partner (at Huxley Park tennis shed)

## **Swimming**

7 kickboards/8 pool noodles

1 lifeguard rescue aid

#### Miscellaneous

4 first aid kits

2 mesh ball bags

1 Freeway audio enhancer unit

4 Janome SAHG1208 sewing machines

Folding ping pong table and 8 paddles
Assorted arts and crafts supplies – markers, crayons, scissors,
2 - 5 drawer plastic storage units
1 AED machine (installed in Gabriola Elementary school gym)