

#### **CONTRIBUTION AGREEMENT**

### **Silver Creek Community Association**

THIS AGREEN	1ENT dated for reference the day of 2025.
BETWEEN:	COLUMBIA SHUSWAP REGIONAL DISTRICT BOX 978 SALMON ARM BC V1E 4P1
	(hereinafter referred to as the Regional District)
AND:	SILVER CREEK COMMUNITY ASSOCIATION 3048 HORNSBERGER ROAD SALMON ARM, BC V1E 3H1
	(hereinafter referred to as Recipient)

for the provision of funds to help support the cost of operating the Silver Creek Community Hall as established in the Area 'D' Community Halls Service Contributions Bylaw No. 5007.

## **RECIPIENT'S RESPONSIBILITIES**

 The Recipient will utilize the contributed operating funds toward its operational capacity for various purposes including, but not limited to, operational costs, capital improvements, and specific projects.

### REPORTING

- 2. The Recipient will submit a Budget for the upcoming year to the Regional District annually by September 30<sup>th</sup> in each year of this Agreement. The Budget will provide information on the planned projects and initiatives for the upcoming year.
- 3. The Recipient will submit Financial Statements for the most recent fiscal year, to the Regional District on or before June 30<sup>th</sup> of each year of this Agreement. The statements must be signed by the Recipient's authorized signing officers.
- 4. The Recipient will submit an Annual Report to the Regional District on or before June 30<sup>th</sup> in each year of this Agreement. The Annual Report will outline the work carried out during the fiscal year. The Regional District may, in its sole discretion, require that the Recipient's records be audited.



### **REPORTING (cont.)**

5. All reports and statements must be sent via email to Jessica Plowman, Grants and Procurement Facilitator, at <a href="mailto:Jplowman@csrd.bc.ca">Jplowman@csrd.bc.ca</a>.

### **CONTRIBUTIONS**

- 6. The Regional District will provide an annual operating contribution of \$10,200 to the Recipient for the services outlined herein throughout the Term of this Agreement.
- 7. Payments will be made to the Recipient according to the following schedule in each year of this Agreement:

2025	August 1, 2025	\$10,200
2026	August 1, 2026	\$10,200
2027	August 1, 2027	\$10,200
2028	August 1, 2028	\$10,200
2029	August 1, 2029	\$10,200

#### **GENERAL**

- 8. The Recipient will maintain its status as a registered non-profit society in good standing, in accordance with the provincial legislation and will ensure compliance with all municipal, provincial, and federal requirements with respect to the conduct of its business, throughout the Term of this Agreement.
- 9. The Regional District will not be liable for any loss, injury or damage suffered or caused as a result of the work completed under this Agreement. The Recipient will indemnify and save harmless the Regional District from fines, suits, proceedings, claims, demands or actions of any kind or nature or from anyone whosoever, arising or growing out of or otherwise connected with the performance of its covenants herein contained.
- 10. The Recipient will be solely responsible for all Employment Insurance, Canada Pension Plan, Income Tax, WorkSafe BC premiums, health and welfare benefits, overtime, vacation pay, licenses, permits, any other federal, provincial or municipal tariffs or taxes usually payable by an employer to an employee and self-owned motor vehicle insurance premiums.
- 11. The Recipient will be responsible for all expenses including, but not limited to, the salaries of the Recipient's employees, stationery, postage, meetings and all other expenses related to Silver Creek Community Association.
- 12. The Recipient will not assign this Agreement or any part thereof without written authority by the Regional District.



- 13. This Agreement constitutes the entire Agreement between the parties hereto and no representations, warranties, understanding or Agreements, oral or otherwise, exist between the parties hereto except as expressly set out in this Agreement.
- 14. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 15. This Agreement shall enure to the benefit of and be binding upon the parties hereto and upon their respective successors, heirs, administrators, and assigns.

### **TERM**

16. This Agreement will commence upon signing of the Agreement and will be completed by the 31<sup>st</sup> day of December 2029.

### **TERMINATION**

17. This Agreement may be terminated by either party without cause upon giving to the other party sixty (60) days written notice at any time during the period that this Agreement is in effect to the other party at the addressed herein contained.





# **SIGNATURE**

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto:

COLUMBIA SHUSWAP REGIONAL DISTRICT	SILVER CREEK COMMUNITY ASSOCIATION
CHIEF ADMINISTRATIVE OFFICER (CAO)	Director Signature
	Director Signature
	Witness Signature
	Witness Name (please print)
	Witness Address