



**SOUTH CARIBOO RURAL DIRECTORS CAUCUS
AGENDA**

Monday, February 17, 2014

4:00 P.M.

District of 100 Mile House Council Chambers

385 Birch Avenue

100 Mile House , BC

Pages

1. CALL TO ORDER

1.1 Adoption of Agenda

Committee works by consensus

That the agenda items be adopted as presented.

2. ADOPTION OF MINUTES

2.1 Minutes of the South Cariboo Rural Directors Caucus - January 13, 2014

1

Committee works by consensus

That the minutes of the South Cariboo Rural Directors Caucus meeting held January 13, 2014, be received and adopted.

3. DELEGATIONS

3.1 Gary Young will appear before the Committee to discuss animal control bylaws

Committee works by consensus

That the presentation from Gary Young, regarding animal control bylaws, be received.

4. REPORTS AND CORRESPONDENCE

4.1 Applications to NDI Community Foundations Matching Grants Program

4

Committee works by consensus

That the agenda item summary from Danielle Johnson, Project Coordinator, dated February 6, 2014, regarding two applications to Northern Development's Community Foundations Matching Grant program, be received. Further, the

applications be submitted to the Northern Development Initiative Trust's Community Foundation Matching Grants program for a total of \$100,000 in matching grant funding (\$50,000 for Electoral Area 'G' and \$50,000 for Electoral Area 'L') to be deposited into the South Cariboo Community Enhancement Foundation.

5. DISCUSSION ITEMS

6. ADJOURNMENT

6.1 Adjournment of the South Cariboo Rural Directors Caucus Meeting

That the meeting of the South Cariboo Rural Directors Caucus be adjourned at TIME, February 17th, 2014.

**CARIBOO REGIONAL DISTRICT
SOUTH CARIBOO RURAL DIRECTORS CAUCUS
JANUARY 13, 2014**

A meeting of the South Cariboo Rural Directors Caucus was held on
January 13, 2014 at 4:00 p.m., at the District of 100 Mile House Council Chambers,
In 100 Mile House, BC.

PRESENT: Directors M. Wagner; A. Richmond; and B. Rattray

STAFF: D. Campbell, Manager of Community Services, Cariboo Regional
District

1. CALL TO ORDER – ELECTION OF CHAIR

The meeting was called to order at 4:00 p.m. by Director Wagner.

First call by D. Campbell, Manager of Community Services, for
nominations for the position of Chair of the South Cariboo Rural
Directors Caucus for the upcoming year.

Director Wagner was nominated and accepted the nomination.

Second call by D. Campbell, Manager of Community Services, for
nominations.

Third call by D. Campbell, Manager of Community Services, for
nominations.

There being no further nominations, D. Campbell, Manager of
Community Services, declared nominations closed and declared
Director Wagner Chair of the South Cariboo Rural Directors Caucus for
the upcoming year.

**1.1
Adoption of Agenda**

By Consensus:

SCR.14-01-1 That the agenda items be adopted as presented.

2. ADOPTION OF MINUTES

2.1

Minutes of the South Cariboo Rural Directors Caucus – November 13, 2013

By Consensus:

SCR.14-01-2 That the minutes of the South Cariboo Rural Directors Caucus meeting held November 13, 2013 be received and adopted.

4. REPORTS AND CORRESPONDENCE

4.1

Appointments to Various Committees for 2014

By Consensus:

SCR.14-01-3 That the agenda item summary from Alice Johnston, Corporate Officer, dated January 6, 2014, regarding appointments to various committees for 2014, be received. Further, that the following appointments be endorsed:

Director Rattray – South Cariboo Chamber of Commerce (without meeting remuneration)

Director Wagner – South Cariboo Sustainability Committee (without meeting remuneration).

And further, that the South Cariboo Community Foundation Working Group and the South Cariboo Recreation Users are no longer functioning groups in the South Cariboo, so appointments are not necessary to these groups.

5. DISCUSSION ITEMS

5.1

Discussion regarding the South Cariboo Transit agreement renewal with the District of 100 Mile House

By Consensus:

SCR.14.-01-4 That the discussion regarding the South Cariboo Transit agreement

renewal with the District of 100 Mile House, be received. Further, that the District of 100 Mile House be requested to arrange a meeting with BC Transit to provide an operational overview of the transit system.

6. ADJOURNMENT

6.1

Adjournment of the South Cariboo Rural Directors Caucus Meeting

By Consensus:

SCR.14-01-5

That the meeting of the South Cariboo Rural Directors Caucus be adjourned at 4:35 p.m., January 13, 2014.

Certified Correct:

CHAIR



Date: 06/02/2014

AGENDA ITEM SUMMARY

To: South Cariboo Rural Directors Caucus Committee

And To: Janis Bell, Chief Administrative Officer

From: Danielle Johnson, Project Coordinator

Date of Meeting: South Cariboo Rural Directors Caucus_Feb17_2014

File: 510-04-01

Short Summary:

Applications to the NDIT's Community Foundations Matching Grants Program

Voting:

Committee works by consensus

Memorandum:

The contribution agreement with the South Cariboo Community Enhancement Foundation (SCCEF) was signed in January 2014 and the payment schedule to the Foundation from the Region is included as Schedule A.

In order to leverage this contribution the Cariboo Regional District, on behalf of Electoral Areas 'G' and 'L', will be submitting applications to Northern Development under the Community Foundations Matching Grants program. Each application is requesting \$25,000 per year for two years from the Regional Development Account, for a total of \$100,000.

The Community Foundation Matching Grants program provides municipalities and regional district electoral areas with up to \$50,000 from a Regional Development Account in matched funding to assist with the establishment of a dedicated endowment within a registered community foundation over a two year period.

CRD Electoral Areas 'G' and 'L' are applying to this program to contribute to the newly formed South Cariboo Community Enhancement Foundation. Each Electoral Area will contribute \$25,000 per year over two years for a total of \$50,000 each, for a combined total of \$100,000. If approved, Northern Development will match this contribution. This will result in a total contribution to the Foundation of \$100,000 for 2013 and \$100,000 for 2014.

Under the agreement payment schedule a matching grant request for \$50,000 on behalf of Electoral Area 'H' will be submitted as \$25,000 per year in 2015 and 2016.

Attachments:

South Cariboo Community Enhancement Foundation Contribution Agreement

Financial Implications:

Electoral Areas 'G' and 'L' will contribute \$50,000 each over two years to the SCCEF to receive matching grant funding from Northern Development.

Policy Implications:

None

CAO Comments:

[Click here to enter text.](#)

Options:

- 1) Endorse the recommendation;
- 2) Receipt and other action.

Recommendation:

That the agenda item summary from Danielle Johnson, Project Coordinator, dated February 6, 2014, regarding two applications to Northern Development's Community Foundations Matching Grant program, be received. Further, the applications be submitted to the Northern Development Initiative Trust's Community Foundation Matching Grants program for a total of \$100,000 in matching grant funding (\$50,000 for Electoral Area 'G' and \$50,000 for Electoral Area 'L') to be deposited into the South Cariboo Community Enhancement Foundation.

CONTRIBUTION AGREEMENT

THIS AGREEMENT made as at the _____ day of _____, 2013.

BETWEEN:

CARIBOO REGIONAL DISTRICT

Suite D, 180 North Third Avenue
Williams Lake, BC V2G 2A4

(hereinafter called the "Regional District")

AND:

DISTRICT OF 100 MILE HOUSE

385 Birch Avenue
100 Mile House, BC V0K 2E0

(hereinafter called the "District")

AND:

**SOUTH CARIBOO COMMUNITY
ENHANCEMENT FOUNDATION**

#2 – 175B Airport Road
100 Mile House, BC V0K 2E0

(hereinafter called the "Foundation")

WHEREAS the Regional District and the District, pursuant to Section 176(1)(b) and (c) of the *Local Government Act*, may make agreements with a public authority respecting the activities and services within the powers of a party to the agreement, and provide assistance for the purpose of benefiting the community or any aspect of the community.

WHEREAS the Regional District and the District wish to enter into an agreement with the Foundation to provide financial assistance to community groups within the Service Area.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the performance of the covenants contained in this Agreement and for other valuable consideration, the sufficiency and receipt of which is acknowledged, the parties covenant and agree with each other as follows:

Independent Contractors

1. The parties acknowledge that the Foundation or any contractor hired by the Foundation to perform services related to this Agreement will have the status of an independent contractor and that nothing in this Agreement will contemplate or constitute the Foundation or contractor as an agent, partner or employee of the Regional District or the District for any purpose.

Term

2. This Agreement is for a three (3) year term commencing on November 1, 2013 and terminating on October 31, 2015.

Renewal

3. Upon expiry of the Term, the Agreement may be renewed by confirmation in writing by the Parties for an additional three (3) years provided all obligations of the Agreement are met, such renewal to include provision for a further renewal period of two (2) years upon agreement of all of the Parties. Nothing in this section shall confer a right of renewal to the Parties and additional periods are contingent upon confirmation in writing.

Definitions

3. In this Agreement:

"Funds" means the money contributed by the Regional District's Electoral Areas "G", "H", and "L" and the District, as provided herein;

"Grant Applicants" means not-for-profit community groups, which benefit either the community or part of the community in the Service Area who have applied for a grant;

"Grants" means money disbursed by the Foundation to Grant Applicants;

"Service Area" means the District of 100 Mile House, and Electoral Areas "G", "H", and "L" of the Cariboo Regional District;

"Parties" means the Regional District, the District and the Foundation.

Purpose

4. The purpose of the Funds is to support the establishment of an endowment fund to be managed by the Foundation for the purpose of providing financial support to Grant Applicants.

Covenants

5. The Regional District covenants to:
 - a) Provide a financial contribution to the Foundation on August 1st in each year of the term, as established in Schedule “A”; and
 - b) designate one elected official from the Regional District’s Electoral Area “G”, “H”, or “L” to participate on the Board of Directors of the Foundation; it being understood and agreed that the Regional District shall be at liberty to change the official so designated by it as and when it deems appropriate.
6. The District covenants to:
 - a) provide a financial contribution to the Foundation, as established in Schedule “A”; and
 - b) designate an elected official from the District to participate on the Board of Directors of the Foundation; it being understood and agreed that the District shall be at liberty to change the official so designated by it as and when it deems appropriate.
7. The Foundation covenants to:
 - a) appoint as Directors of the Foundation, those persons identified as the appointee from the Regional District and the appointee from the District;
 - b) maintain the Funds and ensure that the Funds are used solely to assist the selected Grant Applicants;
 - c) disburse the Funds as fairly and equitably as possible to deserving applicants with due regard to the degree of benefit that will result to all residents and to taxpayers who will be responsible for paying for the assistance;
 - d) acknowledge the Regional District and District as founding members of the Foundation in its promotional materials, including its website, brochures and annual reports; and
 - e) submit a report annually to the Regional District and District during the term of the agreement which includes a summary of projects funded and a financial statement

of revenue and expenses.

Notwithstanding this Agreement

8. Nothing in this Agreement shall preclude the Regional District or the District from providing assistance to community groups independently.

Conditions of Funding

9. The parties agree that the grants are intended to be provided for:
 - a) special events and projects
10. The parties agree that the grants are not intended to be provided for
 - a) on-going financing of groups;
 - b) activities which would more appropriately be funded by other levels of government, government agencies, affiliates and crown corporations other than the Parties;
 - c) purposes that potentially expose the Parties to risk of unacceptable liability;
 - d) purposes disallowed by the Local Government Act; and

Assignment

11. None of the parties shall assign nor sublet its interests and obligations in this Agreement except with the prior written consent of the other parties.

Termination

12. The Regional District and the District may terminate this agreement at any time and for any reason by giving 30 days written notice of termination to the Foundation. Notice provided to the other parties prior to March 1st shall take effect in the same calendar year. Notice provided to the other parties on or after March 1st shall take effect the following calendar year.
13. The Foundation may terminate this agreement at any time and for any reason by giving 30 days' written notice of termination to the Regional District and the District.
14. This Agreement may be terminated by the Regional District and the District for cause, such as failure of the Foundation to meet the required commitments. In this case, the termination is deemed effective upon receipt of notice by the Foundation, and the Regional District and the District may withhold payment of any amount owing to the Foundation under this agreement.

Indemnification

15. The Foundation will indemnify and save harmless the Regional District and the District and all of their employees, servants, representatives and agents, from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgements (including all actual legal costs) which the Regional District and/or the District or their employees, servants, representatives or agents incur, suffer or are put to arising out of or in connection with any failure, breach, non-performance by the Foundation of any obligation of this agreement, or any wrongful or negligent act of the Foundation or any employee or agent of the Foundation.

Compliance with Laws and Regulations

16. The Foundation will comply with all Local Government, Provincial and Federal legislation relating thereto.

No Partnership or Joint Venture

17. Nothing contained in this Agreement shall be deemed or construed by the parties, nor by any other party, as creating the relationship of principal and agent or partnership or of joint venture between the parties or as giving the Foundation any power or authority to bind the Regional District or the District in any way.

Notices

18. Each Notice to a party must be given in writing. A Notice may be given by delivery to an individual, by fax or by email, and will be validly given if delivered on a Business Day to an individual at the following address, or, if transmitted on a Business Day by fax or email addressed to the following parties:

If to the Regional District:

Cariboo Regional District

180D N. 3rd Avenue

Williams Lake, BC V2G 2A4

c/o Darron Campbell, Manager of Community Services

Fax: 250-392-2812

Email: dcampbell@cariboord.bc.ca

If to the District:

District of 100 Mile House

P.O. Box 340, 385 Birch Avenue
100 Mile House, BC V0K 2E0
c/o Roy Scott, Chief Administrative Officer
Fax: 250-395-3625
Email: RScott@dist100milehouse.bc.ca

If to the Foundation:

South Cariboo Community Enhancement Foundation

#2 – 175B Airport Road
BOX 1199
100 Mile House, BC V0K 2E0
c/o Josh Dickerson, Treasurer
Fax: 250-395-1357
Email: jdickerson@icesports.com

Entire Agreement

19. This Agreement shall be deemed to constitute the entire Agreement between the parties with respect to the matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by any of the parties to this Agreement

Waiver

20. No waiver by any of the parties of any breach by any of the parties of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

Miscellaneous

21. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of the Agreement.

22. In this Agreement, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be had been used where the context of the parties hereto so require.
23. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
24. This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by fax or any other form of electronic transmission.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day, month and year written below.

CHAIR

DATE

CORPORATE OFFICER

DATE

CARIBOO REGIONAL DISTRICT

MAYOR

DATE

CORPORATE OFFICER

DATE

DISTRICT OF 100 MILE HOUSE

SIGNATURE

PRINT NAME

**SOUTH CARIBOO COMMUNITY
ENHANCEMENT FOUNDATION**

DATE

SCHEDULE A

1. The Regional District and the District shall contribute funds to the Foundation in accordance with the following schedule:

	Regional District	District
2013	\$75,000	\$50,000
2014	\$25,000	
2015	\$25,000	
	Upon Agreement Renewal	

2016	\$25,000	
2017	\$25,000	
2018	\$25,000	
	Upon Agreement Renewal	
2019	\$25,000	
2020	\$25,000	
Total	\$250,000	\$50,000