



## COUNCIL AGENDA REPORT

DATE:	June 26, 2025	COUNCIL MEETING DATE:	July 7, 2025
DEPARTMENT:	Administration		
SUBJECT:	Chetwynd and District Recreation Complex Operating Agreement		

**PURPOSE:**

To approve the DRAFT “Chetwynd and District Recreation Complex Operating Agreement”.

**Background:**

The Chetwynd and District Recreation Centre (the Rec Centre) is owned by the Peace River Regional District (the Regional District) and operated by the District of Chetwynd (Chetwynd) with policy oversight provided by the Chetwynd and Area Civic Properties Commission (the Commission). The Commission was established by Regional District Bylaw No. 1049, 1996 and is delegated certain responsibilities through that Bylaw. The Recreation Complex is defined as including all buildings and other improvements on/to the property located at 4552 North Access Road in Chetwynd, BC including:

- Ice Arena
- Curling Rink
- Leisure Pools
- Hot Tubs
- Sauna
- Gym
- Splash Park
- Skate Park
- Common areas
- Grounds and
- Other ancillary recreation amenities.

A new Facility Operating Agreement titled “Chetwynd and District Recreation Complex Operating Agreement” (the Agreement) has been developed to provide clarity and role definition for the Regional District, the Commission and Chetwynd. The intention of the agreement is to formalize the working relationship that is in place, and mirror how the Rec Centre is operated. The attached Agreement has been approved in principle by the Civic Properties Commission and has been reviewed by staff from both Chetwynd and the Regional District, legal representation, and outlines items such as:

**Roles of the Regional District**

- Approve annual budget and capital project budgets.
- Pay Chetwynd an annual management fee.
- Consider the Commission’s recommendations.
- Provide property and liability insurance.

#### Roles of the District of Chetwynd

- Operate, maintain, and repair the Rec Centre.
- Preparation and revisions of the annual budget.
- Collect and receive revenue and account for the budget.
- Enter into agreements for the operation, maintenance, and repair of the Rec Centre.
- Provide recreational, maintenance, marketing, and clerical support services.
- Lead the procurement of Major Capital Purchases and Capital Projects.

#### Roles of the Commission

- Establish policies and procedures.
- Entering certain lease, rental, use, and sponsorship agreements.
- Submission of an annual budget to the Regional District.
- Recommend to the Regional District any budget amendments to the Five-Year Financial Plan prior to expenditures in excess of budgeted amounts.
- Submission of an annual report to the Regional District.

#### **Civic Properties Commission Bylaw:**

The Commission was established in 1996 through Bylaw No. 1049, 1996, which was amended by Bylaw No. 1058, 1996. Through these bylaws, the Board delegated certain duties, powers and responsibilities to the Commission for the facility.

In advance of a new Rec Centre Operating Agreement being approved by the Commission, Chetwynd, and the Regional Board, the existing Establishment Bylaw needs to be repealed. Bylaw No. 2579, 2025 will, if adopted, replace the previous bylaws and re-establish the Chetwynd Civic Properties Commission under new terms which clearly delegate certain responsibilities to the Commission.

The Chetwynd and Area Civic Properties Commission Establishment Bylaw No. 2579, 2025 was presented to the Regional Board for first two readings on June 19, 2025. The bylaw will be presented for third reading and adoption at the same Regional Board meeting as the Operating Agreement is recommended by the Commission, to align the powers granted by Bylaw to what has been proposed in the Agreement.

The proposed new bylaw establishes the Commission (membership, nominations, requirements for Commission meetings, establishes signing authority) and further delegates the following powers related to the management of the Rec Centre:

- Management of the facilities in accordance with the Agreement,
- Corporate powers to the Commission including: Power to establish policies and procedures,
- Power to set management goals and objectives,
- Power to enter into agreements regarding the Rec Centre, and
- Power to approve Chetwynd's applications for grant funding to offset capital projects (provided these have been budgeted for in the Regional District's financial plan).

The Bylaw further states that if there is no valid Agreement, the Commission's powers to manage the Rec Centre will be suspended, and the power to manage the Rec Centre will revert to the Regional District until such a time as the Agreement is ratified by Chetwynd and the Regional Board.

Following adoption of the bylaw, the Chetwynd Civic Properties Commission will need to be re-formed according to the membership and appointment mechanism terms of the new bylaw.

#### **Financial Implications:**

None at this time

#### **Attachment:**

1. DRAFT Chetwynd and District Recreation Complex Operating Agreement

**RECOMMENDATION(S):**

That the District of Chetwynd Council approve the DRAFT "Chetwynd and District Recreation Complex Operating Agreement" which defines the roles of the Regional District, District of Chetwynd and the Chetwynd Civic Properties Commission for the management and operation of the Chetwynd and District Recreation Complex.

**RESPECTFULLY SUBMITTED BY:**

Steve McLain  
Chief Administrative Officer

## CHETWYND & DISTRICT RECREATION COMPLEX OPERATING AGREEMENT

THIS AGREEMENT dated for reference \_\_\_\_\_, 2025.

BETWEEN:

**PEACE RIVER REGIONAL DISTRICT**

Box 810, 1981 Alaska Avenue,  
Dawson Creek, BC V1G 4H8

(the “**Regional District**”)

AND:

**DISTRICT OF CHETWYND**

Box 357, 5400 Hospital Road,  
Chetwynd, BC V0C 1J0

(“**Chetwynd**”)

GIVEN THAT:

- A. The Regional District has established the services of the Chetwynd Ice Arena, the Chetwynd Leisure Centre and the Chetwynd Recreation Complex through supplementary letters patent and bylaws;
- B. The Regional District established the Chetwynd & Area Civic Properties Commission (the “**Commission**”) through Bylaw No. 1049, 1996, as amended by Chetwynd and Area Civic Properties Commission Amendment Bylaw No. 1058, 1996 and repealed by Chetwynd and Area Civic Properties Commission Establishment Bylaw No. 2579, 2025 (the “**Commission Bylaw**”) and has delegated to it certain administrative duties, powers and responsibilities;
- C. The Regional District and Chetwynd wish to enter into this Agreement to provide clarity and define the roles of the Regional District, Chetwynd and the Commission for the management and operation of the Chetwynd & District Recreation Complex; and
- D. The Commission has approved this Agreement, as confirmed by a majority vote by the Commissioners on **June 24, 2025** pursuant to the requirements of the Commission Bylaw;

NOW THEREFORE in consideration of the promises exchanged below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## DEFINITIONS

1. In this Agreement, the following definitions shall apply, in addition to those terms defined elsewhere in this Agreement:
  - (a) **“Agreement”** means this Chetwynd & District Recreation Complex Operating Agreement;
  - (b) **“Annual Budget”** means the annual budget prepared by Chetwynd under section 6(a) for the management, operation, repair and maintenance of the Recreation Complex, which may include supplemental requests for Capital Projects and other one-time projects;
  - (c) **“Annual Financial Plan”** means the annual financial plan adopted annually by the Regional District pursuant to section 374 of the *Local Government Act* RSBC 2015, c. 1, as amended;
  - (d) **“Board”** means the Board of the Regional District;
  - (e) **“Capital Infrastructure Project”** means:
    - (i) the construction building or structure that will form part of the Recreation Complex; or
    - (ii) the enhancement of a building or structure that forms part of the Recreation Complex  
  
that meets or exceeds the applicable capitalization thresholds established by the Regional District’s PRRD Tangible Capital Asset Policy;
  - (f) **“Chetwynd Purchasing Policy”** means the District of Chetwynd Purchasing and Tendering Policy as amended or replaced from time to time.
  - (g) **“Commission”** has the meaning described in recital B;
  - (h) **“Commission Bylaw”** has the meaning described in recital B;
  - (i) **“Five-Year Capital Plan”** means a five-year plan for Capital Projects prepared by the Commission under section 3(g) of this Agreement;
  - (j) **“Five-Year Financial Plan”** means the five-year financial plan adopted annually by the Regional District pursuant to section 374 of the *Local Government Act* RSBC 2015, c. 1, as amended;
  - (k) **“Insurance Policies”** has the meaning described in section 5(a) of this Agreement;

- (l) **“Lease Agreement”** means an agreement that is entered into to provide the exclusive use of a portion of the Recreation Complex in exchange for rent;
- (m) **“Major Capital Purchase”** means the purchase of a Tangible Capital Asset in relation to the Recreation Complex that meets or exceeds the capitalization thresholds for Tangible Capital Assets established by the PRRD Tangible Capital Asset Policy;
- (n) **“Management Fee”** has the meaning described in section 13 of this Agreement;
- (o) **“Minor Capital Purchase”** means the purchase of a Tangible Capital Assets in relation to the Recreation Complex that does not meet or exceed the capitalization thresholds for Tangible Capital Assets established by the PRRD Tangible Capital Asset Policy, and, without limitation and for clarity, includes the operating expenses related to the Recreation Complex;
- (p) **“Party”** means a party to this Agreement and **“Parties”** means the Regional District and Chetwynd together;
- (q) **“PRRD Tangible Capital Asset Policy”** means the Regional District’s PRRD Tangible Capital Asset Policy, as amended or replaced from time to time;
- (r) **“Recreation Complex”** means the Chetwynd & District Recreation Complex located at 4552 North Access Road in Chetwynd, BC and includes all buildings and other improvements on and to that property, including the ice arena, the curling rink, the leisure pools, hot tubs, sauna, the gym, splash park, skate park, all common areas, grounds, parking lot, and other ancillary recreation amenities;
- (s) **“Rental Agreement”** means an agreement with a person or organization for non-exclusive use of a part of the Recreation Complex in exchange for rent and that is in substantially the same form as the draft Rental Agreement attached hereto as Schedule A;
- (t) **“Tangible Capital Asset”** means a tangible capital asset as defined in the PRRD Tangible Capital Asset Policy;
- (u) **“Term”** has the meaning described in section 15 of this Agreement; and
- (v) **“Use Agreement”** means an agreement with a person or organization for use of a part of the Recreation Complex at no cost.

## **OWNERSHIP**

2. The Regional District is the owner of the Recreation Complex and will be the owner of all improvements from time to time made to the Recreation Complex and all chattels from time to time acquired for the Recreation Complex by Chetwynd or the Regional District pursuant to the Annual Budget.

### ROLE OF THE COMMISSION

3. The Parties agree that the Commission:
  - (a) will establish policies and procedures for the operation of the Recreation Complex including, but not limited to, hours of operation, a schedule of user fees and charges, and programming;
  - (b) will set performance and management goals and objectives and manage, monitor and review the performance of the Recreation Complex and Chetwynd as operator;
  - (c) may require reports from Chetwynd or the Regional District in order to carry out its function to manage, monitor and review performance;
  - (d) may enter into Lease Agreements, Rental Agreements, and Use Agreements provided that:
    - (i) the Commission complies with all Regional District policies and legislative requirements in relation to such agreements, including, without limitation, those in relation to disposal of property and providing public notice;
    - (ii) the agreements do not grant the lessee or licensee exclusive use of the entire Recreation Complex;
    - (iii) the agreements restrict use of the Recreation Complex to recreational centre uses and ancillary uses directly related to recreational centre use;
    - (iv) the agreements do not require the Regional District to expend any monies;
    - (v) the term of such Lease agreements do not exceed five years and allow the Regional District to terminate the agreement in its absolute discretion on not more than six months' notice to the person or organization; and
    - (vi) the Commission shall forthwith inform Chetwynd when the Lease Agreements are approved;
  - (e) may enter into agreements regarding the display of advertising and sponsorship within the Recreation Complex provided that:
    - (i) the agreements do not require the Regional District to expend any monies except in accordance with the Annual Budget;
    - (ii) the term of such agreements do not exceed five years; and
    - (iii) the fees paid by the advertiser or sponsor under the agreement in exchange for the advertising and sponsorship do not exceed \$10,000.00.

- (f) approve Chetwynd's application for grant funding to offset approved Capital Project costs provided the Regional District has budgeted for the project in the Annual Financial Plan;
- (g) will submit to the Regional District a Five-Year Capital Plan, any estimated carry forward Capital Projects and amounts, and the Annual Budget not later than November 15 of each calendar year of the Term;
- (h) will submit an annual report to the Regional District by May 15<sup>th</sup> of each year of the Term that includes a summary of key performance indicators for the Recreation Complex that allows the Regional District to measure the Recreation Complex's performance against the goals set by the Commission, including usership statistics, a summary of repairs and maintenance carried out during the year, information on general operations, and any other information requested by the Regional District;
- (i) must, if Chetwynd notifies the Commission that the cost to operate the Recreation Complex or complete a Capital Project is expected to be in excess of the funds budgeted by the Regional District in its approved Five-Year Financial Plan, recommend adoption of a budget amendment to the Board to amend the Five-Year Financial Plan prior to any expenditures in excess of the budgeted amount; and
- (j) will make recommendations on contracts to be entered into by Chetwynd if a recommendation has been made to waive a District of Chetwynd policy.

#### **REGIONAL DISTRICT DUTIES**

- 4. The Regional District will:
  - (a) approve the Annual Budget and any related Capital Projects or costs and implement such Annual Budget into the Annual Financial Plan;
  - (b) pay Chetwynd the Management Fee pursuant to sections 13 and 14;
  - (c) consider all Commission recommendations made pursuant to this Agreement;
  - (d) provide direction and support to Chetwynd and the Commission as needed to ensure compliance with Regional District policies, bylaws and contracts; and
  - (e) do all other things necessary to ensure the good and proper management and operation of the Recreation Complex.

#### **Insurance**

- 5. The Regional District will:
  - (a) keep and maintain in force during the Term

- (i) all risks property insurance not including property located or stored at the Recreation Complex which belongs to groups and organizations party to a Lease Agreement, Rental Agreement, Use Agreement, or license; and
- (ii) a comprehensive general liability insurance in an amount not less than \$10,000,000;  
  
(the “Insurance Policies”);
- (b) name Chetwynd as an additional insured on the Insurance Policies;
- (c) provide Chetwynd thirty days’ prior written notice in the event of cancellation or material change to the Insurance Policies; and
- (d) provide evidence of the Insurance Policies to Chetwynd on request.

## **CHETWYND DUTIES**

### **Operate Recreation Complex**

- 6. Chetwynd will, in accordance with the policies and procedures established by the Commission pursuant to this Agreement from time to time, and any Chetwynd and Regional District policies and procedures applicable to this Agreement from time to time, manage, operate, maintain and repair the Recreation Complex (except that while Chetwynd will maintain and repair the library, Chetwynd will not be responsible for and will have no authority to operate the library and references in this Agreement to the operation of the Recreation Complex shall exclude operation of the library) and, in connection herewith, Chetwynd will:

### **Budget & Financial Records and Reporting**

- (a) prepare an Annual Budget in accordance with the Annual Budget calendar adopted by the Board and submit such Annual Budget to the Commission for recommendation to the Regional District not later than October 15<sup>th</sup> of each calendar year of the Term, which Annual Budget shall include, in such detail as the Commission may specify from time to time:
  - (i) the anticipated cost of management, maintenance, operation and repair of the Recreation Complex;
  - (ii) the cost of the Insurance Policies;
  - (iii) Tangible Capital Asset records in accordance with sections 6(dd) and (ee), including disposals and related proceeds received;

- (iv) the anticipated amount of funds to be raised through fees, grants, donations or sponsorships;
  - (v) the status of all Capital Projects in progress; and
  - (vi) a Five-Year Capital Plan inclusive of costs, which must conform to the requirements of the Regional District's PRRD Tangible Capital Asset Policy and capitalization thresholds established by that policy;
- (b) revise the Annual Budget as may be required by the Commission in order to obtain Regional District approval;
  - (c) collect and receive all revenue from the operation of the Recreation Complex and use all such revenue to pay for expenditures in relation to the Recreation Complex as contemplated in the Board-approved Annual Budget;
  - (d) account for and report to the Commission all revenue, expenditures and Capital Projects in relation to the Recreation Complex on a quarterly basis in each year of the Term as follows:
    - (i) Quarter 1 due by May 1<sup>st</sup>;
    - (ii) Quarter 2 due by August 1<sup>st</sup>;
    - (iii) Quarter 3 due by November 1<sup>st</sup>; and
    - (iv) Quarter 4 and year-end reporting due by January 1<sup>st</sup>;
  - (e) prior to:
    - (i) November 1<sup>st</sup> of each year of the Term, provide a preliminary report to the Regional District of all anticipated operating and capital surpluses for the current calendar year; and
    - (ii) January 15<sup>th</sup> of each year of the Term, provide a final report to the Regional District of all operating and capital surpluses for the preceding calendar year;
  - (f) if Chetwynd anticipates that the cost to operate the Recreation Complex or complete Capital Projects is in excess of the budgeted funds by any amount, immediately notify the Commission of the excess to determine if a budget amendment or other course of action is required;
  - (g) be responsible for the maintenance of adequate accounts, books, and records and the preparation of operating and financial reports as may be reasonably required by the Commission or the Regional District;

- (h) permit the Regional District and the Commission and their auditors, at all reasonable times, to examine all accounts, books and records in relation to the management, operation, maintenance and repair of the Recreation Complex;
- (i) submit an annual report to the Commission by April 15<sup>th</sup> of each year of the Term that includes a summary of key performance indicators for the Recreation Complex that allow the Regional District to measure the Recreation Complex's performance against the goals set by the Commission, including usership statistics, a summary of repairs and maintenance carried out during the year, information on general operations, and any other information requested by the Commission;
- (j) prepare and provide to the Commission and Regional District such budget or financial reports as may be required from time to time by the Commission pursuant to this Agreement;

### **Operations & Maintenance**

- (k) provide recreational, maintenance, marketing, and clerical support services to the Recreation Complex and administrative support services to the Commission;
- (l) provide reports to the Commission upon request to assist the Commission to carry out its function to manage, monitor and review performance of the Recreational Complex and Chetwynd;
- (m) manage and conduct the day-to-day maintenance and repair of the Recreation Complex;
- (n) immediately report all invasive plant infestations found on the Recreation Complex property to the Regional District;
- (o) ensure that the Recreation Complex is managed and operated in compliance with all laws, including any applicable environmental laws, and in accordance with industry best practices;
- (p) clean and maintain the Recreation Complex and keep the Recreation Complex in a good state of repair applying the same degree of care to the maintenance and repair of the Recreation Complex as would a prudent owner of a similar facility in British Columbia;
- (q) conduct hazardous and wildlife danger tree assessments and vegetation removal as necessary, and in compliance with all safety guidelines, regulations, and legislation, including any applicable Regional District policies, and ensure that all assessments, hazard tree and vegetation removal are performed by qualified personnel;
- (r) provide all inspection and vegetation removal records pursuant to section 6(q) to the Regional District;

- (s) following approval of the Commission, prepare grant applications for Capital Projects with respect to the Recreation Complex;
- (t) prepare and submit to the Commission in relation to the Recreation Complex a proposed schedule of fees and charges and programming;
- (u) immediately report to the Regional District and remedy any safety issues from time to time arising from or concerning the Recreation Complex;
- (v) supply and hire, as Chetwynd employees, all management and staff necessary for the management, operation, maintenance and repair of the Recreation Complex and as otherwise necessary to perform its obligations under this Agreement;
- (w) comply with the *Workers Compensation Act* (British Columbia) (the "Act") and all regulations, requirements and orders, including the *Occupational Health and Safety Regulation*, in the operation and maintenance of the Recreation Complex, and upon request by the Commission provide evidence of any required registration under the Act and evidence of compliance with any requirement under the Act to make any payments or pay assessments;
- (x) be the "prime contractor" for the Recreation Complex for the purposes of the *Workers Compensation Act* (British Columbia) and its regulations or other statutes and fulfill all of the "prime contractor's" obligations under the Act, including ensuring that the activities of any employers, workers and other persons on the Recreation Complex relating to occupational health and safety are coordinated and doing everything that is reasonably possible to establish and maintain a process that complies with the Act and the regulations thereunder, including the *Occupational Health and Safety Regulation*;
- (y) permit the Recreation Complex to be used only as a recreational centre and for other ancillary uses directly related to the recreational centre use, subject to section 12;
- (z) will, on behalf of the Regional District and in coordination with the Regional District's Manager of Invasive Plants, tend to invasive plant treatments on all Regional District owned lands on which the Recreation Complex is located via mechanical or chemical treatment up to a maximum of three times per year and in accordance with all applicable enactments;

#### **Lease, Use and Rental Agreements**

- (aa) negotiate and recommend to the Commission Lease Agreements, Rental Agreements and Use Agreements, complying with Chetwynd's policies where applicable;
- (bb) ensure that the uses allowed under all Lease Agreements, Rental Agreements and Use Agreements are limited to recreational centre uses and ancillary uses directly related to the recreational centre uses, subject to section 12;

### **Agreements**

- (cc) enter into agreements as necessary for the operation, repair and maintenance of the Recreation Complex, subject to the provisions of this Agreement and in accordance with the Chetwynd Purchasing Policy;

### **Asset Management**

- (dd) maintain accurate records of Tangible Capital Assets in accordance with the Regional District's policies and procedures and provide records to the Regional District for inclusion in the Regional District's asset management plan;
- (ee) dispose of Tangible Capital Assets in accordance with Regional District's Asset Disposal Policy No. 0340-82 (or as amended), including the approval thresholds established therein;
- (ff) prior to May 15<sup>th</sup> of each year of the Term, transfer all proceeds realized through disposal of assets from the previous calendar year to the Regional District to be deposited into the capital reserve fund for the Recreation Complex;

For clarity, Chetwynd may dispose of any tangible capital assets with a historic cost of \$0-\$999 with no approval from the Regional District and will not dispose of any tangible capital assets with historic values exceeding \$1,000.00 without approval of the Regional District.

### **Insurance and Indemnification**

- (gg) indemnify and save harmless the Regional District and its elected and appointed officials, commissioners, officers, employees, agents, successors and assigns from any and all liabilities, actions, damages, claims, demands, losses, costs and expenses whatsoever (including, without limitation, the full amount of all legal fees and disbursements) related to death, bodily injuries, property loss or other loss or damage arising from any negligence of Chetwynd or any of its officers, employees, agents or other person for whom Chetwynd is responsible at law or from any breach of any of Chetwynd's obligations under this Agreement. This indemnity will survive the expiry or earlier termination of this Agreement;
- (hh) keep and maintain in force comprehensive general liability insurance in an amount of not less than \$10,000,000.00 during the Term and provide evidence of such insurance on request. and name the Regional District as an additional insured on this policy;
- (ii) ensure that every party to a Lease Agreement, Rental Agreement or Use Agreement will have appropriate general liability insurance as required under the draft Rental Agreement attached hereto as Schedule A;
- (jj) if alcohol is served during an event at the Recreation Complex, ensure that the event host obtains party alcohol liability insurance in an amount of not less than

\$5,000,000.00 per accident or occurrence, or such greater amount as may be required by the Regional District from time to time, naming the Regional District and Chetwynd as additionally insured. Upon request by the Commission, Chetwynd will deliver to the Commission, at the beginning of each year of the Term, proof of coverage for each of the special events that occurred in the previous year where alcohol was served; and

- (kk) immediately notify the Regional District by telephone in case of fire, accident or other damage to the Recreation Complex and confirm that notice in writing within seven days of the incident.

#### **Other**

7. Chetwynd will not:

- (a) expend, or enter into any contract requiring the expenditure of any monies unless:
  - (i) those funds are authorized by the current Board approved Annual Budget; and
  - (ii) the appropriate procurement and purchasing policies of the Parties have been followed;
- (b) collect any fees or charges related to the Recreation Complex except those approved by the Commission in writing;
- (c) make any physical alterations to the Recreation Complex without the prior written consent of the Regional District. Consent shall be considered given for physical alterations contemplated by Capital Projects that are included in the Regional District's approved Annual Financial Plan and the Regional District approved Annual Budget; or
- (d) assign this Agreement without the prior written consent of the Commission or Regional District, which consent may be unreasonably withheld.

#### **CAPITAL PROJECTS AND PURCHASING**

- 8. Chetwynd may make Minor Capital Purchases if funds for such purchase have been allocated in the Regional District approved Annual Budget and in accordance with the PRRD Tangible Capital Asset Policy, if applicable.
- 9. Chetwynd may lead the procurement of Major Capital Purchases and Capital Projects, acting as the Regional District's agent with respect to contract management, if funds for such purchase or project have been allocated in the approved Annual Budget, and such procurement will accord with the PRRD Tangible Capital Asset Policy.

10. Prior to making a Major Capital Purchase or undertaking a Capital Project for which funds have not been allocated in the Regional District approved Annual Budget, Chetwynd must:
  - (a) provide a procurement request to the Regional District that includes the following information, as well as any additional information requested by the Regional District:
    - (i) a business case for the proposed purchase or product;
    - (ii) such professional reports as may reasonably be required detailing the proposed purchase or project and that include, where relevant, project plans;
    - (iii) a cost estimate prepared by a qualified professional acceptable to the Regional District; and
    - (iv) a general procurement plan;and
  - (b) receive approval from the Regional District.
11. Where the Regional District approves a procurement request made pursuant to section 10(a), the Regional District will include the costs of the purchase or project in the Annual Budget.

**USE**

12. Chetwynd must ensure that any use of the Recreation Complex that is not a recreational centre use or ancillary use directly related to the recreational centre use must be compliant with applicable enactments and approved in writing by the Regional District, prior to its establishment in the Recreation Complex.

**MANAGEMENT FEE**

13. A management fee payable to Chetwynd will be included in the budget for the Recreation Complex as follows:

Year	Leisure Centre Fee	Arena Fee	Total Paid to Chetwynd	Annual Increase
2026	\$61,776	\$61,776	\$123,552	2%
2027	\$63,012	\$63,012	\$126,024	2%
2028	\$64,272	\$64,272	\$128,544	2%
2029	\$65,557	\$65,557	\$131,114	2%
2030	\$66,868	\$66,868	\$133,736	2%

(“Management Fee”).

14. The Regional District will pay the Management Fee to Chetwynd as invoiced each year of the Term, and for 2029, the Management Fee will be paid on a pro-rated basis.

**TERM**

15. The term of this Agreement is five (5) years commencing \_\_\_\_\_, 2025, and ending \_\_\_\_\_, 2030 (the “Term”).
16. Either Party may terminate this Agreement by giving the other Party one year’s written notice of intention to terminate and upon termination the financial responsibilities between the Parties will be settled within 45 days of such termination.
17. Either Party may immediately terminate this Agreement by giving written notice to the other Party if the other Party fails to abide by any term or obligation of this Agreement and fails to rectify the default within 30 days of such notice or such longer period as may reasonably be required to rectify the default having regard to the nature of the default.
18. At the expiry or earlier termination of this Agreement, Chetwynd will leave the Recreation Complex vacant and in a safe, clean, proper and well-maintained condition and good state of repair, reasonable wear and tear accepted.

**MISCELLANEOUS**

**Waiver of Chetwynd Purchasing Policy**

19. As a precondition to this Agreement, the Chetwynd staff will request that the Council of Chetwynd waive the application of the Chetwynd Purchasing Policy in situations where this Agreement dictates that Chetwynd is required to abide by PRRD’s Tangible Capital Asset

Policy. If Chetwynd Council does not approve such waiver, this Agreement will terminate and be of no further force and effect.

**No Authority to Bind Regional District**

20. Nothing in this Agreement creates the relationship of principal and agent, or of partnership or joint venture or gives either Party any power or authority to enter into contracts on behalf of the other Party or that otherwise bind the other Party in any way except where specifically indicated.

**No Interest in Land**

21. This Agreement grants no interest in land to Chetwynd.

**Waiver**

22. Waiver by either Party of any breach of this Agreement must not be deemed to be a waiver of any subsequent breach. Failure by either Party to take any action in respect of any breach of this Agreement must not be deemed to be a waiver of such breach. All waivers must be in writing.

**Notice**

23. Any notice, request, direction, approval, consent or other communication (any of which is a “**Notice**”) required or permitted to be given by this Agreement must be in writing (except where this Agreement specifies otherwise) and may be given personally, by email, or by prepaid courier or regular mail to the intended recipient at the address shown below. Either Party may, by notice given in accordance with this section, change its address for the purposes of this section. Any such notice, statement or demand shall be deemed to have been given and received on the day of delivery or transmission as the case may be.

**Notice to the Regional District:**

Mailing Address:  
Box 810  
Dawson Creek, BC  
V1G 4H8  
Email: [prrd.dc@prrd.bc.ca](mailto:prrd.dc@prrd.bc.ca)  
Attention: Chief Administrative Officer

**Notice to the Commission:**

Mailing Address:  
Box 757  
Chetwynd, BC  
VOC 1J0

Email: [d-chet@gochetwynd.com](mailto:d-chet@gochetwynd.com)  
Attention: Chief Administrative Officer

**Notice to Chetwynd:**

Mailing Address:  
Box 357  
Chetwynd, BC  
V0C 1J0  
Email: [d-chet@gochetwynd.com](mailto:d-chet@gochetwynd.com)  
Attention: Chief Administrative Officer

**Time**

24. Time is of the essence in this Agreement.

**Severability**

25. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction.

**Amendment and Modification**

26. No amendment to, modification of, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

**Entire Agreement**

27. The Parties acknowledge that this Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and may only be varied by further written agreement signed by all the Parties. It is acknowledged and agreed that there are no oral representations or warranties of any kind between the Parties.

**Interpretation**

28. In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;

- (c) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided; and
- (f) reference to a particular numbered section, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered section or lettered schedule of this Agreement.

**Counterparts**

29. This Agreement may be signed by the parties hereto in counterparts and by pdf email transmission, each such counterpart or pdf email transmission copy shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

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

**PEACE RIVER REGIONAL DISTRICT**

by its' authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DISTRICT OF CHETWYND** by its' authorized signatories:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Schedule A**

**Rental Agreement Template**

LOCATION: Chetwynd & District Recreation Complex

<b>APPLICANT INFORMATION</b>	
Organization:	Representative Name:
Email:	Phone:
Mailing Address:	
City:	Postal Code:
<b>FACILITY USE INFORMATION</b>	
Event Name <i>(if applicable)</i>	No. of Participants:
Dates Requesting Use:	
Event Start Time:	Event End Time:
Provide a brief description of event:	
Map/Sketch of Location and Layout of Use <i>(if applicable)</i> ATTACHED <input type="checkbox"/> Yes	
Damage Deposit Paid: \$ _____	Date of Damage Deposit
<b>INSURANCE &amp; LICENSES</b>	
Minimum \$3,000,000 Liability Insurance: ATTACHED <input type="checkbox"/> Yes	
Minimum \$5,000,000 Party Alcohol Liability Insurance: ATTACHED <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
Insurance names District of Chetwynd & the Peace River Regional District as additional insureds? <input type="checkbox"/> Yes	
Special Events Permit or Beer Garden Liquor License: <input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable	
# of Individuals with Serving It Right <input type="checkbox"/> _____	
Emergency Plan ATTACHED <input type="checkbox"/> Yes	# of Licensed First Aid Attendants On Site <input type="checkbox"/> _____

**SCHEDULE D – WAIVER AND INDEMNITY CLAUSE**

In consideration of the Library Board entering into a Facility Use Agreement permitting the Applicant to use part of the Facility, the Applicant, by signing the Facility Agreement, covenants and agrees with the Library Board and the Regional District as follows:

1. The Applicant uses the Facility at its own risk and agrees that the Peace River Regional District and the Chetwynd Public Library Association have made no warranties or representations respecting the suitability or condition of the premises.
2. The Applicant shall release, and hereby releases the Peace River Regional District and the Chetwynd Public Library Association, and their officers, elected officials, employees, contractors, servants, agents, heirs, successors and assigns from and against all demands and claims, which the Applicant may have, now or in the future, in relation to this Application, the Facility or the Applicant's use or occupancy of the Facility.
3. The Applicant shall indemnify, defend and save harmless the Peace River Regional District and the Chetwynd Public Library Association, and their officers, elected officials, employees, contractors, servants, agents, heirs, successors and assigns (collectively, the "Indemnitees" and individually an "Indemnitee") from and against any and all losses, claims, costs, expenses, damages, liabilities, causes of action, actions, suits and judgments including all costs of defending or denying the same, including all solicitor's fees and disbursements in connection therewith (on a solicitor and client basis) which at any time may be paid, suffered or incurred by or claimed against any of the Indemnitees arising, directly or indirectly, out of:
  - i. any breach of any provision of the Facility Use Agreement;
  - ii. any act, omission or negligence of the Applicant, or any of its members, officers, directors, employees, agents, contractors, subcontractors, volunteers, licensees, guests, invitees or, without limiting the foregoing, others for whom it is responsible; or
  - iii. any damage to property or any injury to person or persons, including death, resulting at any time resulting from the use of the Facility under the Facility Use Agreement.
4. The release and indemnities in this Waiver and Indemnity Clause shall survive the expiry or termination of the Facility Use Agreement.

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**Applicant Signature**

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**Date**