

## CULTURAL SERVICES AGREEMENT AND LEASE

**THIS CULTURAL SERVICES AGREEMENT AND LEASE** is dated for reference the 10 day of August, 2023

BETWEEN:

**CITY OF FORT ST. JOHN**, a municipal corporation pursuant to the laws of British Columbia and having an office at 10631 - 100th Street, Fort St. John, B.C., V1J 3Z5, with a fax number of (250) 787-8181

(the “**City**”)

AND:

**NORTH PEACE CULTURAL SOCIETY** (Inc. No. S22530), a society incorporated pursuant to the laws of British Columbia and having an office at 10015 – 100<sup>th</sup> Avenue, Fort St. John, B.C., V1J 1V2 and with a fax number of (250) 785-1510

(the “**Society**”)

### WHEREAS

- A. Capitalized terms used in these recitals shall have the meanings set out in Section 1;
- B. The City is the registered owner in fee simple of the Lands; and
- C. The Society wishes to lease the Building and the Lands for the purposes of carrying out certain cultural services and building management services for the City and the City has agreed to lease the Building and the Lands to the Society for such purposes on the terms and conditions and for the purposes set out in this Agreement.

**WITNESSES** that is consideration of the mutual covenants, conditions and agreements herein contained, the City and the Society covenant and agree as follows:

### 1. DEFINITIONS AND SCHEDULES

#### 1.1 Definitions

In this Agreement unless something in the subject matter or content is inconsistent therewith, the capitalized terms herein will have the meanings set out below:

- (a) “**Additional Rent**” has the meaning given in Section 3.3;
- (b) “**Agreement**” means, collectively, this Cultural Services Agreement and Lease and includes all recitals and schedules to this agreement;
- (c) “**Building**” means the building located on the Lands and commonly referred to as the “North Peace Cultural Centre”, as more particularly shown on the plan attached hereto as Schedule “A”;
- (d) “**Building Management Services**” means, collectively, the building management

- services set out in Schedule “B” hereto;
- (e) “**Business Day**” has the meaning given in Section 10.10;
  - (f) “**Capital Improvement Fund**” has the meaning given in Section 2.6;
  - (g) “**City**” means the City of Fort St. John;
  - (h) “**Contaminant**” has the meaning given in Section 5(a);
  - (i) “**Council**” means the Council of the City of Fort St. John;
  - (j) “**Cultural Services**” means, collectively, the services set out in Schedule “C” hereto;
  - (k) “**Executive Committee**” means the committee constituted in accordance with Section 2.8;
  - (l) “**Key Performance Indicators**” or “**KPIs**” means the Key Performance Indicators set out in Schedule “D” hereto;
  - (m) “**Kitchen Equipment**” has the meaning given in Section 3.7(m)(iii);
  - (n) “**Lands**” means, collectively, those lands (together with all buildings and improvements located thereon, including the Building) located at:
    - (i) 10015 – 100<sup>th</sup> Avenue, Fort St. John, B.C. V1J 1Y7 and legally described as: PID: 007-809-492, Lot 1 Section 36 Township 83 Range 19 West of the Sixth Meridian, Peace River District, Plan 21796 and PID: 007-809-506, Lot 2 Section 36 Township 83 Range 19 West of the Sixth Meridian, Peace River District, Plan 21796; and
    - (ii) 10015 – 99 Avenue, Fort St. John, B.C. V1J 1V2 and legally described as: PID: 007-809-409, Lot 21, Section 36, Township 83, Range 19 West of the Sixth Meridian, Peace River District, Plan 2990;
  - (o) “**Library**” means the Library located in the Building;
  - (p) “**Library Association**” has the meaning given in Section 4.1;
  - (q) “**Library Lease**” has the meaning given in Section 4.1;
  - (r) “**Management Committee**” means the committee constituted in accordance with Section 2.8;
  - (s) “**Parking Lot**” means those lands legally described as: PID: 007-809-409, Lot 21, Section 36, Township 83, Range 19 West of the Sixth Meridian, Peace River District, Plan 2990;
  - (t) “**Parties**” means the parties to this Agreement and “**Party**” means either one of them;
  - (u) “**Rent**” has the meaning given in Section 3.2;
  - (v) “**Service Fee**” has the meaning given in Section 2.3;
  - (w) “**Services**” means, collectively, the Cultural Services and the Building

Management Services;

- (x) “**Society**” means the North Peace Cultural Society;
- (y) “**Societies Act**” means the *Societies Act, SBC 2015, Chapter 18*, as may be amended or re-enacted from time to time;
- (z) “**Society’s Responsible Others**” has the meaning given in Section 6.1(b);
- (aa) “**Term**” has the meaning given in Section 3.5; and
- (bb) “**Theatre**” means the theatre located in the Building.

## 1.2 Schedules

The following attached schedules are incorporated in this Agreement and are deemed to be part of this Agreement:

Schedule “A” – Plan

Schedule “B” – Building Management Services

Schedule “C” – Cultural Services

Schedule “D” – Key Performance Indicators (KPIs)

## 2. THE PROVISION SERVICES

### 2.1 Building Management Services

Subject to the terms and conditions of this Agreement, the Society will provide the Building Management Services to the City, for the benefit of the City for the duration of this Agreement. The Parties acknowledge and agree that the Building Management Services shall comprise the activities set out in Schedule “B” to this Agreement.

### 2.2 Cultural Services

Subject to the terms and conditions of this Agreement, the Society will provide the Cultural Services to the City, for the benefit of the City for the duration of this Agreement. The Parties acknowledge and agree that the Cultural Services shall comprise the activities set out in Schedule “C” to this Agreement.

### 2.3 Service Fee

In exchange for the provision of the Services, the City will advance to the Society an annual service fee (“**Service Fee**”) in the amount of \$268,000.00. The Service Fee will be advanced in quarterly instalments. The City will pay any GST payable with respect to the Service Fee. The amount of the Service Fee shall increase annually by the same percentage as the percentage increase in the consumer price index for British Columbia as published by Statistics Canada.

### 2.4 Key Performance Indicators

The City and the Society have established Key Performance Indicators (“**KPIs**”) which are set out in Schedule “D”. The KPIs are intended to, among other things, reflect the Parties’

shared commitment to the delivery of cultural services and to enable the City's administration team and Council to measure the financial health of the Society and the benefit to the community of the provision of the Services in exchange for the Service Fee. The City and Society may, by mutual written agreement, amend the KPIs from time to time.

## 2.5 Society's Covenants

The Society covenants and agrees with the City as follows that it will, at all times, during the Term:

- (a) perform the Services applying the degree of care, skill and diligence that would ordinarily be applied by a professional provider of such services from time to time;
- (b) perform the Services and its other obligations under this Agreement in accordance with all applicable laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licences, codes, building codes, professional standards and specifications, as they are in force from time to time or in the latest current version, as the case may be;
- (c) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public as operator of the Building and in its dealings with the City, the Advisory Management Committee and the Executive Management Committee under this Agreement;
- (d) in providing the Services, and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* (British Columbia) and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulations, and, upon request from the City, provide evidence of any required registration under that *Act* and evidence of compliance with any requirement under that *Act* to make any payments or pay assessments;
- (e) employ as managers, supervisors, employees and volunteers and/or others performing the Services only competent persons who possess the skills, training and experience necessary for them to properly perform their duties; and
- (f) create and maintain books, accounts and records relating to performance of the Services and its other obligations under this Agreement, which books, accounts and records shall be kept in accordance with GAAP and in a manner that facilitates their audit, and the Society will make such books, accounts and records available for inspection by the City during normal business hours upon request of the City from time to time.

## 2.6 Capital Improvement Fund

The Society will establish and maintain a capital improvement fund (the "**Capital Improvement Fund**") into which it will place a portion of the revenue from box office ticket sales, based on a premium the Society charges on such tickets from time to time. The Society shall use the monies from the Capital Improvement Fund for the purposes of making improvements to the Building, or portions thereof, or for lifecycle maintenance costs for the Building, or portions thereof, as determined pursuant to Section 2.10(a)(iii)

and approved by the City.

## **2.7 City Reserve Fund**

Subject always to Section 10.4 below, the City will recommend to Council the establishment, by bylaw, of a capital reserve fund for the Building and if, in Council's sole discretion, such reserve fund is established, the monies from such reserve fund may either:

- (a) be contributed to the Capital Improvement Fund to be used by the Society for the purposes of making improvements to the Building, or portions thereof, or for lifecycle maintenance costs for the Building, or portions thereof, as determined pursuant to Section 2.10(a)(iii) and approved by the City; or
- (b) used by the City to fulfil its capital maintenance obligations in Section 3.9,

it being acknowledged and agreed by the City and the Society that all capital improvements to the Building must be carried out in accordance with all applicable laws, trade agreements, bylaws and City policies, including without limitation the City's Tendering and Purchasing Policy No. 22/22, as may be amended or replaced from time to time.

## **2.8 Committees**

- (a) The City and Society have a Management Committee and an Executive Committee to provide effective communications between the Society and the City regarding this Agreement and the Society's performance of the Services.
- (b) The committees will be comprised in accordance with Section 2.9 below and will meet in accordance with Section 2.10 below.
- (c) The City and Society may, by mutual written agreement, from time to time adjust the committee composition, meeting frequency, reporting requirements and functions.

## **2.9 Committee Composition**

- (a) The Management Committee will be comprised of 6 members as follows:
  - (i) Society Representatives (3) – Executive Director, Operations Manager, and Maintenance Supervisor; and
  - (ii) City Representatives (3) – to be determined from time to time at the City's discretion.
- (b) The Executive Committee will be comprised of 6 members as follows:
  - (i) Society Representatives (3) – Board executives to be determined from time to time by the Society; and
  - (ii) City Representative (3) – to be determined from time to time at the City's discretion.

## 2.10 Committee Meetings

- (a) The Management Committee will meet on a quarterly basis, or more frequently as the Parties may from time to time determine, and the quarterly meeting agenda will include:
  - (i) financial statements and fiscal year forecast;
  - (ii) review of operational and capital plans (before February 1<sup>st</sup> of each year during the Term);
  - (iii) consideration of any capital improvements to the Building to be recommended to the City;
  - (iv) identification of any operational, safety, maintenance or capital issues, together with proposed solutions;
  - (v) identification of any board of director changes;
  - (vi) sharing of goals, objectives and longer-term planning initiatives;
  - (vii) review of the annual work plans with a view towards coordinating activities and developing synergies with the City and Society staff;
  - (viii) review of the Society's annual operations and business plan for the Building and the Services, which operations and business plan will include capital requests to the City that would normally fall outside of the maintenance plan for the Building, and requests for City funding participation on leasehold improvements to the Building before, and will be provided by the Society to the Management Committee before August 15<sup>th</sup> of each year during the Term; and
  - (ix) review of the financial and Key Performance Indicators to be developed collaboratively by City staff and the Society and included into a report to Council, which minutes are to be recorded and distributed to members of both the Management Committee and Executive Committee.
  
- (b) Any issues arising from the Management Committee which cannot be resolved will be referred to the Executive Committee.
  
- (c) The Executive Committee will meet on a semi-annual basis and its meeting agenda will include:
  - (i) review of the board and senior level staffing changes, for both parties;
  - (ii) sharing of goals, objectives and longer-term planning initiatives;
  - (iii) review the Society's annual work plan including the financial and business plan, the review of the maintenance and capital requirements, and the operational goal-based objectives; and
  - (iv) resolution of any issues arising from the Management Committee.

- (d) Notwithstanding that the Management Committee and the Executive Committee meet on a quarterly and semi-annual basis, respectively, each may, as and when necessary, hold a special meeting to address major issues should they arise.

## **2.11 Society Reporting Requirements**

- (a) Within 4 months of the end of the Society's fiscal year (June 30), the Society will provide to the City:
  - (i) a review engagement report prepared by the Society's external accountant on the financial statements, prepared in accordance with the requirements of the *Societies Act*;
  - (ii) the financial statements along with the year-end bank reconciliation and the budget for the next fiscal year, in such form and to such level of detail as the City may require;
  - (iii) a written report on the operation of the Building and the provision of the Building Management Services, in such form and to such level of detail as the City may require; and
  - (iv) a written report on the provision of the Cultural Services in relation to the KPIs in such form and to such level of detail as the City may require.
- (b) If the term of this Agreement is renewed in accordance with Section 3.6, the Society will, in the fourth year of the Term, as renewed, appoint an external auditor from a recognized local accounting firm, who is qualified in accordance with the *Societies Act*, to prepare an auditor's report on the financial statements, which auditor's report will include the balance sheet, statement of operations and statement of changes in financial position. The auditor's report will be delivered to the City within four months of the end of the Society's fiscal year (June 30) of the fourth year of the Term, as renewed.

## **2.12 Council Presentations**

Each year of the Term, the Society may be asked to present the following to Council at one or more Council meetings at dates set by the City:

- (a) the reports, the audited financial statements, if applicable, and a report on the Society's organizational progress; and
- (b) an overview of the programming, KPIs and progress report on the KPIs, and report on the Society's collaboration and partnership initiatives.

Where legally permissible the Council meeting(s) will be closed to the public in relation to those matters that are confidential to the Society.

## **2.13 Withholding Taxes**

The Society will pay and remit, and will otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by applicable provincial and federal statutes for the Society

and any of its employees. The Society agrees to indemnify and hold harmless the City should the City be required to pay any remittances described above, although the City shall be under no obligation to do so. The indemnity contained in this Section 2.12 shall survive the termination or expiration of this Agreement.

### **3. LEASE**

#### **3.1 Lease of the Lands and Building**

The City, in consideration of the rents, covenants and agreements and conditions to be paid, observed and performed by the Society, does hereby demise and lease to the Society the Lands and the Building for the Term.

#### **3.2 Rent**

The Society shall pay to the City monthly, in advance, the sum of \$10.00 (the "**Rent**") on the first day of every month during the Term. The Rent does not include GST and the Society shall be responsible to pay to the City all applicable GST.

#### **3.3 Additional Rent**

All monies payable by the Society to the City under this Agreement, except the Rent, are designated as additional rent ("**Additional Rent**") and are payable by the Society to the City on demand and are collectible in the same manner as Rent.

#### **3.4 Net Lease**

Without limiting any other provisions in this Agreement, the Society agrees that this Agreement shall be completely net to the City and the Society shall promptly pay when due, without any variation, set-off, or deduction, all amounts, charges, costs, duties, expenses, fees, levies, rates, sums and taxes and increases in any way relating to the Building or the operation and day-to-day maintenance of the Building.

#### **3.5 Term**

The term of this Agreement shall be a period of three (3) years beginning on **October 1, 2023** and terminating on **September 30, 2026** (the "**Term**"), subject to earlier termination pursuant to the terms of this Agreement.

#### **3.6 Renewal**

The City and the Society may, by mutual written agreement, executed at least six (6) months before the expiry of the Term, extend this Agreement for a further term of two (2) years, on the same terms and conditions contained herein, save and except for this extension provision. Notwithstanding this Section 3.6, the Parties acknowledge and agree that neither Party will be entitled to an automatic renewal of this Agreement and neither party will be obligated to enter into a renewal or replacement agreement.

### 3.7 Society's Covenants

The Society covenants and agrees with the City as follows:

(a) **Use of the Building**

to use the Building only for the purposes of delivering the Services and other ancillary uses related thereto. The Society may make no other use of the Building without the prior written consent of the City, which consent may be withheld in the City's sole discretion;

(b) **Alterations**

not to make or construct in, on or to the Building, any alterations or other improvements without obtaining the City's prior written consent, which consent may be withheld in the City's sole discretion, and if the City should grant consent, to provide to the City plans showing the design and nature of construction of the proposed improvements and their proposed location, and all such improvements shall be constructed and thereafter maintained by and at the cost and expense of the Society, to the City's satisfaction (and the term "**Building**" shall include these improvements);

(c) **Waste**

not to commit, suffer or permit any waste, spoil, destruction, damage or injury to the Building;

(d) **Nuisance**

not to cause, maintain or permit anything that may be or become a nuisance or annoyance in, on or from the Building to the owners or occupiers of the Building or of adjoining lands or to the public, including the accumulation of rubbish, or unused personal property of any kind;

(e) **Not to affect City's Insurance**

not to, omit to do, suffer or permit any act or thing whereby or as a result of which any policy of insurance on the Lands and Building or any part thereof may become void, voidable, cancellable, or the Lands and Building rendered uninsurable, and the Society will not do or permit to be done, or omit to do anything which may cause the cost of insurance on the Lands and Building or any part thereof to be increased; if the cost of insurance is thereby increased the Society will pay to the City as Additional Rent the amount of such increase;

(f) **Taxes and Utilities**

subject to Section 3.8 below and as otherwise set out in this Agreement as a responsibility of the City, to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Building, including without limitation, all taxes, and assessments, permit and license fees payable in connection with the Society's use and operation of the Building and Lands, day-to-day repair and regular maintenance costs, administration and service fees, telephone, communication, electrical, gas, and other utility charges and payments for work and materials. Upon request by the City, the Society will deliver promptly to the City

for inspection, receipts for payment of all charges and taxes payable by the Society pursuant to this Agreement;

(g) **Repairs and Maintenance to the Building**

to be responsible for all regular, day-to-day routine and ongoing repairs and maintenance of the Building, interior and exterior, as a prudent owner would do given the age of the Building, including its electrical, mechanical and plumbing installations and its heating, ventilation and air conditioning systems and the installation and replacement of exterior and interior illumination and lamp fixtures, bulbs and ballasts as may be required, but including only interior painting, all in accordance with Schedule “B” hereto, except:

- (i) reasonable wear and tear;
- (ii) repairs and replacements for which the City is responsible; and
- (iii) damage by fire, lightning, tempest, flood, explosion, collision through the air, and other perils for which the Landlord is obligated to insure, and acts of God,

and to be responsible for the proper cleaning of the Building, including all janitorial maintenance equipment and supplies.

(h) **Waste Disposal**

not to allow any refuse, debris, garbage, or other loose or objectionable material to accumulate or be deposited in, on or from the Building but rather to dispose of the same regularly and continuously;

(i) **Condition of the Building**

not permit the Building to become untidy, unsightly, or hazardous as the Building is used by the public;

(j) **Compliance With Laws**

to ensure that all activities conducted in, on (including without limitation all applicable environmental laws) and from the Building are in strict compliance with any and all applicable statutes, bylaws, regulations and orders, including without limitation by obtaining all necessary permits and licenses, and not to do or omit to do anything upon or from the Building in contravention thereof;

(k) **Builders’ Liens**

to, within 14 days of receiving notice that a builders’ lien has been filed against the Lands as a result of the Society’s activities, performance of the Services or use and occupation of the Building, discharge such builders’ lien and related certificate of pending litigation or judgment which may be filed against the title to the Lands relating to any work or construction which it undertakes or permits on or to the Lands and the Society acknowledges that the City will file against the title to the Lands a notice pursuant to Section 3 of the British Columbia *Builders Lien Act*;

(l) **Compliance with Emergency Response Plans and Fire Safety Plans**

to comply with the City’s Emergency Response Plan and Fire Safety Plan, copies

of which the Society acknowledges receipt of, and to ensure that each of the Society's employees and contractors carrying out work on the Building or within the Building are oriented and receive training in respect of the requirements set out in such Emergency Response Plan and Fire Safety Plan and in respect of any applicable legislative and regulatory requirements governing the testing, operation and maintenance of any fire suppression equipment required in connection with the Society's use of the Building; and

(m) **Food Premises and Food Service Establishment Requirement**

without limiting the generality of any other provision in this Section 3.7, if the Society is operating a food premises or food service establishment (each as defined in the *Food Premises Regulation*, under the *Public Health Act*), to:

- (i) obtain and maintain throughout the Term all required operating permits and certifications required by law, including without limitation any permits required by the Northern Health Authority and any certifications required under the *Food Premises Regulation* under the *Public Health Act*;
- (ii) ensure that all activities conducted in, on and from the Building are in strict compliance with applicable health and safety statutes, bylaws, regulations and orders, including without limitation the *Food Safety Act* (British Columbia), the *Food Premises Regulation* under the *Public Health Act* (British Columbia) and Health Canada Food Safety Standards;
- (iii) carry out, or cause to be carried out, regular inspections, cleaning and maintenance of all electrical equipment and kitchen equipment, including without limitation work surfaces, ranges, fryers, broilers, grills and convection ovens, grease traps and grease extractors and all exhaust systems, vents and filters (collectively, the "**Kitchen Equipment**");
- (iv) ensure that all employees and contractors required to use the Kitchen Equipment are oriented and trained on how to clean and maintain the Kitchen Equipment in accordance with the applicable manufacturer's instructions;
- (v) if during the Term the Society defaults in its obligations, rectify such default upon written notice from the City, all in accordance with Section 3.12; and
- (vi) keep complete records of all inspection and maintenance of the Kitchen Equipment and provide copies of such records to the City in accordance with Section 3.10.

### **3.8 Property Tax Exemption**

The City will, subject to approval by Council, in Council's sole and unfettered discretion, provide a permissive tax exemption to the Society for some or all of the Building and Lands leased to the Society pursuant to the Agreement during the term of the Agreement. The City will bring forward to Council the necessary permissive tax exemption bylaw (the "**Permissive Tax Exemption Bylaw**") for Council's consideration. In the event that Council does not enact the Permissive Tax Exemption Bylaw, the City will, at the City's option, either: (i) assume responsibility for any property taxes assessed in respect of the Lands and Building; or (ii) increase the amount of the quarterly Service Fee payable to the Society pursuant to Section 2.3 by the total amount of any annual property taxes payable by the Society, prorated for the same period.

### **3.9 Capital Repairs and Maintenance**

The City will be responsible for completing an annual inspection of the Building, together with the Society's staff, to develop an annual capital repair budget in accordance with available funding. The City will be responsible for major capital repairs and replacements as necessary of the roof, foundations and basic structure of the Building, the fixed electrical, mechanical and plumbing installations (including supply of hot and cold water) in the Building, the fixed heating, ventilation and air conditioning systems throughout the Building, exterior painting of the Building as needed, and the City will undertake major capital repairs of the Building and Parking Lot as needed.

### **3.10 Maintenance and Repair Records**

The Society shall document and ensure that preventative maintenance issues relating to the Building are reported to the Management Committee in writing on a monthly basis.

### **3.11 Notice to Maintain**

If during the Term the Society defaults in its obligations to maintain and repair the Building, the City may give written notice specifying the deficiency, and the Society shall, within fifteen (15) days of receipt of such notice (or such longer time period specified by the City), remedy the deficiency and if the Society has not remedied the deficiency to the satisfaction of the City within the time permitted, the City may enter upon the Building and perform such maintenance, at the sole cost and expense of the Society, provided that nothing in this section requires the City to perform any maintenance during the Term. The obligation under this Section 3.11 shall survive the expiration or termination of this Agreement, notwithstanding anything in the Agreement to the contrary.

### **3.12 Acknowledgment and Agreements of the Society**

The Society acknowledges and agrees that:

- (a) the City has given no representations or warranties with respect to the Building, including without limitation with respect to the suitability of the Building for the Society's intended use for the Building, the condition of the Building or the state of repair of the Building; and

(b) the Society leases the Building on an “as is” basis.

### **3.13 Signage**

All of the Society’s fixed exterior signage must be pre-approved in writing by the City prior to installation. The City may from time to time place upon the Lands a notice of reasonable dimensions and reasonably placed so as not to interfere with the operations of the Society stating that the Lands are for sale and, during the last six (6) months of the Term, may similarly place a sign stating the Lands are to be let.

### **3.14 Key Control**

The Society agrees to maintain a list of all keys issued for the Building and to be responsible for managing the keys to ensure the security of the Building. The Society agrees to return all keys to the City on or before the expiry or earlier termination of this Agreement. Failure to return all copies of keys will result in a charge to cover the cost of re-keying the Building.

### **3.15 Quiet Possession**

Provided that the Society is not in default under this Agreement, subject to Sections 2.5(f), 3.9, 3.11, 3.13, 3.17, and 4.5 the City covenants and agrees with the Society to permit the Society, so long as the Society is not in default of the Society's obligations under this Agreement, to peaceably possess and enjoy the Building for the Term, without interference or disturbance from the City or those claiming by, from or under the City except as expressly provided in this Agreement.

### **3.16 Reconstruction**

*[intentionally deleted]*

### **3.17 Right of Entry**

The City or its authorized representative may enter the Building at all reasonable times for the purposes of inspection and to determine the Society’s compliance with this Agreement. The Society shall permit the City by its agents and employees to show the Building to prospective tenants during the last six (6) months of the Term with 24 hours’ notice to the Society.

### **3.18 Assignment and Subletting**

(a) The Society will not assign this Agreement or sub-let or licence or part with possession of the whole or any part of the Building for the whole of any part of the Term (except to the extent permitted by Article 4), and will not mortgage, charge or otherwise encumber the Society’s leasehold interest in the Building pursuant to this Agreement or the Society’s interest in this Agreement, without the prior written consent of the City, which consent may be withheld at the City’s sole discretion.

(b) No approved assignment, sub-letting, licensing or parting with possession, nor the

City's consent thereto, will relieve the Society from observance and performance of the Society's obligations contained in this Agreement.

- (c) The City, as a condition of granting its consent to an assignment of this Agreement, may require the proposed assignee to covenant with the City, on terms reasonably satisfactory to the City, for the due and faithful performance of the Society's obligations under this Agreement, including this clause.
- (d) If the Society so transfers any or all of its interest in this Agreement as set forth herein, the Society will continue to remain jointly and severally liable to the City to perform all obligations of the Society under this Agreement. The Society will pay all reasonable legal fees and disbursements of the City in connection with any such transfer.
- (e) The Society's obligations under this Section 3.18 shall survive the expiration or termination of this Agreement, notwithstanding anything in the Agreement to the contrary.

#### **4. LIBRARY, MULTI-PURPOSE ROOM, THEATRE ACCESS, KITCHEN FACILITIES AND CHILD CARE SPACE**

##### **4.1 Library**

The Society will lease that portion of the Building comprising the Library to the FSJ Public Library Association (the "**Library Association**"), on terms and conditions acceptable to both the City and the Society (the "**Library Lease**"). The Library Lease will, among other things, permit the Library Association to use the area within the Building known as the "Multi-Purpose Room" in accordance with Section 4.2.

##### **4.2 Multi-Purpose Room**

The City and the Society will collaborate to establish a booking system for the Multi-Purpose Room that permits the Society, the Library Association and other subtenants of the Building to use the Multi-Purpose Room on an equitable basis at no charge or at reduced rates, as may be agreed to by the City, acting reasonably. The Society may charge a fee to other members of the public seeking to book the Multi-Purpose Room.

##### **4.3 Childcare Spaces**

Without limiting the generality or applicability of any other terms and conditions in this Agreement, the Society acknowledges and agrees that if portions of the Building are used for the provision of child care services, such portions of the Building and any Society employees or volunteers or third-party operators providing child care services within the Building will comply with:

- (a) all applicable provincial guidelines, regulations and policies relating to child care facilities in British Columbia, including the *Child Care Licensing Regulation*, B.C. Reg. 332/2007 and the Ministry of Health, *Director of Licensing Standards of*

*Practice – Safe Play Spaces*, all as may be amended, updated or replaced from time to time; and

- (b) all applicable guidelines, regulations and policies published by the Northern Health Authority relating to the design, use and operation of child care facilities in British Columbia, all as may be amended, updated or replaced from time to time.

#### **4.4 Kitchen Facilities**

Without limiting the generality or applicability of any other terms and conditions in this Agreement, the Society acknowledges and agrees that if any kitchen facilities in the Building are subleased or licensed to a third-party operator, the Society will ensure that such third-party operator fully complies with the Society's obligations under Section 3.7(m).

#### **4.5 Theatre**

- (a) The City and the Society will collaborate to establish a schedule for the use of the Theatre, which schedule will permit the City, from time-to-time, to access and use the Theatre for such community events, functions and meetings, as the City may, in its discretion, consider necessary or desirable.
- (b) The City will attend annual meetings for the purposes of establishing the schedule referred to in subsection (a) above.
- (c) Subject to the City's rights pursuant to Subsection (a) above, the Society may permit commercial rentals of the Theatre during off-peak hours, provided that:
  - (i) the proceeds from such rentals are used by the Society to perform the Services; and
  - (ii) priority of use is given to local community groups and non-profit organizations over business uses.

### **5. ENVIRONMENTAL PROVISIONS**

The Society and City acknowledge and agree that:

- (a) In this Agreement, "**Contaminant**" means pollutants, contaminants, hazards, corrosive or toxic materials, substances, soils, liquids, vapours, gases or wastes, including special wastes, and including any such things the storage, manufacturing, disposal, treatment, generation, use, transportation, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under any and all statutes, laws, regulations, orders, bylaws, permits or any other lawful requirement of any governmental authority having jurisdiction over the Lands now or hereafter in force with respect to in any way to the environment, or to health, occupational health or safety.
- (b) The Society shall not bring or create or permit any Contaminant in, on or from the Lands.

- (c) If the Society should bring or create or permit in, on or from the Lands any Contaminants then, notwithstanding any rule of law to the contrary, such Contaminants shall be and remain the sole and exclusive property of the Society and shall not become the property of the City, notwithstanding the degree of annexation of the Contaminants or the goods containing the Contaminants, and notwithstanding the expiry or earlier termination of this Agreement.
- (d) The Society shall promptly and strictly comply with and conform to the requirements of all applicable laws at any time or from time to time in force, together with any requirements of the Society's insurers, regarding the proper and lawful sale, storage, manufacture, disposal, treatment, generation, use, transport, remediation, release into the environment of, or other dealings with, Contaminants on, in, under or from the Lands.
- (e) The Society shall not discharge or cause or permit to be discharged or in any way to pass into the sewer systems, storm drains or surface drainage facilities on the Lands, any Contaminants or other materials harmful to such systems as determined by the City in its sole discretion, and in the event of discharge or escape of such substances, the Society shall be solely responsible for all costs of clean-up to the satisfaction of the City.

## **6. INDEMNITY AND RELEASE**

### **6.1 Indemnity**

The Society hereby agrees to indemnify and save harmless the City and its elected and appointed officials, officers, employees, contractors, agents and others, from and against all manner of actions, causes of actions, suits, claims, damages, liabilities, demands, expenses (including actual fees of professional advisors), costs (including any remediation costs or costs of compliance with applicable environmental legislation) and harm of any kind whatsoever arising from or related to:

- (a) any death, bodily injury, property loss, property damage or other loss or damage occurring on or about the Building; or
- (b) the occupation, activities, or actions of or on behalf of the Society, its members, directors, officers, employees, agents, licensees, contractors, subcontractors, invitees, volunteers and others for whom the Society is responsible at law (collectively, the "**Society's Responsible Others**"); or
- (c) negligence, misconduct, wrongful acts or omissions of the Society or any of the Society's Responsible Others; or
- (d) the performance of the Services; or
- (e) any breach or default of the Society under this Agreement; or
- (f) any damage to the property of the Society, any sub-tenant, licensee, or any person

claiming through or under the Society or any sub-tenant or licensee, or any of them, or damage to any other property howsoever occasioned by the condition, use, occupation, repair or maintenance of the Building.

The indemnity contained in this Section 6.1 will survive the expiration or termination of this Agreement.

## **6.2 Release**

Save and except in the case of negligence, wilful misconduct, or a breach of the Agreement by the City, the Society shall not make any claim or demand against the City or its elected or appointed officials, officers, employees, agents or others for whom the City is responsible at law, for any damage, loss, accident, injury or death or harm of any nature whatsoever or howsoever, whether suffered by the Society or caused to the Building or to any person or property brought, placed, made or being on or about the Building or in relation to this Agreement. This release will survive the expiration or earlier termination of this Agreement in respect of matters preceding that time.

## **7. INSURANCE**

### **7.1 Insurance**

- (a) The Society shall at its expense, throughout the Term, secure, maintain and pay for a general liability insurance policy or policies with a limit of not less than \$5,000,000 (five million dollars) inclusive per occurrence for bodily injury and property damage.
- (b) The policy or policies shall include, but not necessarily be limited to the following coverages, including all premises and operations necessary or incidental to the performance of this agreement:
  - (i) Contingent Employers Liability;
  - (ii) Owners Protective Liability;
  - (iii) “Broad Form” Property Damage on an occurrence basis, including loss of use of property;
  - (iv) Contractual Liability assumed under this Agreement including Society’s Legal Liability;
  - (v) Cross Liability;
  - (vi) Non-Owned Auto;
  - (vii) Host Liquor Liability; and
  - (viii) Products and Completed Operations Liability.
- (c) The City shall be added as an additional named insured under the Society’s

insurance policies.

- (d) Every contract of insurance required to be maintained pursuant to the provisions of this Agreement shall include a provision requiring the insurer to give the City thirty (30) days prior written notice before making any material change in said insurance, or termination, or cancellation thereof.
- (e) The Society shall, immediately following the execution of this Agreement and upon request by the City from time to time, furnish the City with a certificate or certificates of insurance as evidence that such insurance is in force, including evidence of any insurance renewal policy or policies.
- (f) Every certificate or certificates of insurance shall include certification by the insurer that the insurance specifically conforms to all of the provisions required herein.
- (g) Maintenance of such insurance and the performance of the Society of its obligations under this clause shall not relieve the Society of liability under the indemnity provisions set forth herein.
- (h) The foregoing insurance provisions shall not limit the insurance required by municipal, provincial or federal law.
- (i) It shall be the full responsibility of the Society to determine its own additional insurance coverages, if any, including workers compensation, that are necessary and advisable for its own protection and / or to fulfil its obligations under this Agreement. Any such additional insurance shall be provided and maintained by the Society at its own expense.
- (j) All policies of insurance must contain a waiver of subrogation clause in favour of the City and must also contain a clause requiring the insurer not to cancel or change the insurance without first giving the City thirty (30) days prior written notice.
- (k) The Society must not do any act that will increase the premium rate for the insurance or will invalidate the insurance.
- (l) If the Society does not provide or maintain in force the insurance required by this Agreement, the City may take out the necessary insurance and pay the premium for periods of one year at a time, although the City shall be under no obligation to do so, and the Society shall pay to the City as Rent the amount of the premium immediately on demand. The obligation under this Section 7.1(l) shall survive the expiration or termination of this Agreement, notwithstanding anything in the Agreement to the contrary.
- (m) If both the City and the Society have claims to be indemnified under any insurance required by this Agreement, the indemnity shall be applied first to the settlement of the claim of the City and the balance, if any, to the settlement of the claim of the Society.

## **8. TERMINATION**

### **8.1 Termination for Convenience**

Either of the Parties to this Agreement may terminate this Agreement, for any or no reason, by giving to the other party not less than twelve (12) months' notice of termination in writing. In the event that the Society terminates this Agreement under this Section 8.1, any unearned portion of the Service Fee will be returned to the City. The Society's obligation under this Section 8.1 will survive the expiration or termination of this Agreement.

### **8.2 Termination by City Due to Default**

If and whenever:

- (a) the Society becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors, have a receiving order made against it, commence winding up proceedings or be subject to dissolution proceedings, or if the Society takes the benefit of any enactment relating to bankruptcy or insolvent debtors;
- (b) the Society is in default in the payment of the Rent or any other sum payable under this Agreement and default should continue for five (5) days after the giving of written notice by the City to the Society;
- (c) the Society does not observe, perform or keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Agreement to be observed, performed and kept by the Society, other than the payment of money and other than as set out in the other subsections of this section, and shall persist in such default for fifteen (15) days (or such longer time specified by the City for correction) after the receipt of written notice by the City;
- (d) the Society vacates or abandons the Building for more than one week;
- (e) the Society assigns, sub-lets or parts with possession of the Building, or any part thereof, or mortgages, charges or otherwise encumbers the Lands without the City's consent as required herein; or
- (f) the Society is no longer a not-for-profit corporation pursuant to applicable legislation,

then and in each of such cases at the option of the City, this Agreement may be terminated and the Term shall then immediately become forfeited and void and the Society shall immediately cease all use and occupation of the Building and shall vacate and deliver up vacant possession of the Building in the manner required by this Agreement and the City may without notice or any form of legal process and without any adherence to public law duties or procedural fairness or the principles of natural justice, forthwith re-enter the Building and repossess and enjoy the same.

### **8.3 Termination by Society Due to Default**

If and whenever:

- (a) the City is in default in the payment of any amounts payable under this Agreement and default should continue for five (5) days after the giving of written notice by the Society to the City; or
- (b) the City does not observe, perform or keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Agreement to be observed, performed and kept by the City, other than the payment of money, and shall persist in such default for fifteen (15) days (or such longer time specified by the Society for correction) after the receipt of written notice by the Society.

#### **8.4 Holding Over**

If the Society continues to occupy the Building and pay Rent with the written consent of the City after the expiration or other termination of the Term, then, without any further written agreement, the Society shall be a monthly lessee and subject always to the other provisions in this Agreement insofar as the same are applicable to a month-to-month tenancy, and a tenancy from year to year shall not be created by implication of law.

#### **8.5 Condition at End of Term**

- (a) Upon the expiration or earlier termination of this Agreement and any period of overholding, the Society shall surrender to the City possession of the Building, in good order, and shall remove all chattels of the Society and anything not removed shall be forfeited and become the permanent property of the City without any compensation to the Society whatsoever.
- (b) Upon the expiration or earlier termination of this Agreement and any period of overholding, the Society shall leave the Building in a vacant, clean, neat, sanitary and uncontaminated condition satisfactory to the City.
- (c) If the Society fails to leave the Building in the condition required by this Agreement, the City may do so on behalf of the Society (although the City shall be under no obligation to do so) and the Society shall, on demand, compensate the City for all costs incurred by the City. The obligation under this Section 8.5(c) shall survive the expiration or termination of this Agreement, notwithstanding anything in the Agreement to the contrary.

## **9. REPRESENTATIONS AND WARRANTIES AND ACKNOWLEDGEMENTS**

### **9.1 Authority**

The Society represents and warrants to the City that the Society has the power and capacity to enter into and carry out its obligations under this Agreement and has undertaken all necessary corporate approvals to enter into and carry out this Agreement. By executing this Agreement as President and Secretary of the Society, they hereby give to the City a certificate under Section 4(4) of the *Societies Act* that the intended carrying out of this Agreement by the Society is in pursuance of its purposes as stated in the Society's constitution.

### **9.2 Non-Profit Corporation**

The Society represents and warrants to the City that it is a not-for-profit corporation and that it is not a business, and the Society will at all times during the Term be and operate as a not-for-profit corporation.

### **9.3 Society Status**

The Society represents and warrants to the City that it is a validly incorporated society in good standing with the Registrar of Companies and it will at all times continue in good standing.

### **9.4 Other Society Representations, Warranties and Covenants**

The Society represents and warrants to the City that the following are true on the date the Society executes this Agreement, and the Society covenants with the City that the following will be true throughout the Term:

- (a) the Society has filed all tax, corporate information and other returns and filings required to be filed by all laws and enactments, has complied with the *Workers Compensation Act* (British Columbia) and has paid all taxes, fees, and assessments due by the Society under those laws and enactments;
- (b) the Society holds all governmental approvals that are required to conduct its business and perform the Services; and
- (c) the Society pays punctually, as they become due, all accounts, expenses, wages, salaries, taxes, rates, fees and assessments required to be paid by it.

### **9.5 Independent Contractor**

The parties have entered into an arm's length contract for the provision of the Services and the Society is an independent contractor and not an employee of the City. Nothing contained in this Agreement creates a relationship of principal and agent or of partnership, joint venture or business enterprise, or other entity, between the parties or gives the Society any power or authority to contractually bind the City in any way.

### **9.6 Workers Compensation**

The Society agrees that none of its employees or contractors is engaged by the City as an employee or agent of the City. The Society is solely responsible for providing the required

workers' compensation coverage for its employees and volunteers, and shall comply with all requirements of the *Workers Compensation Act* and applicable regulations.

#### **9.7 Criminal Record Check**

In accordance with the provisions of the *Criminal Records Review Act*, the Society is required to obtain criminal record checks on all volunteers, employees, and others who work with children (that is, minors under the age of 19) or the disabled or who occupy other positions of trust and authority. The Society agrees that it will follow the process and procedure for Consent for a Criminal Record Check as set out in the City's Criminal Record Check Procedure, Council Policy No. 59/00.

#### **9.8 Society Expense and No Further Compensation**

The Society shall perform and comply with its obligations under this Agreement at its own expense and shall not be entitled to any compensation whatsoever from the City, except as expressly provided for under this Agreement.

#### **9.9 Financial Plan**

Nothing in this Agreement requires the City to amend its Financial Plan, which is a matter within the sole and unfettered discretion of Council of the City.

#### **9.10 Telus Right of Way**

The Society acknowledges that the Lands are subject to Right of Way L17890 in favour of Telus and the Society shall not do anything that may constitute a breach of the City's obligations to Telus under that agreement.

#### **9.11 Other Charges**

The Society shall consent as requested by the City to any right of way, easement, covenant, license, encroachment, subdivision or other charge or dealing with the Lands provided it does not materially interfere with the Society's use of the Building as permitted in this Agreement and the Society shall not do anything that may constitute a breach of the City's obligations under those agreements.

### **10. GENERAL**

#### **10.1 Remedies Cumulative**

No reference to or exercise of any specific right or remedy by the City under this Agreement shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination.

#### **10.2 Legal Costs**

Without limiting the generality of any other provision of this Agreement if a party (the “**defaulting party**”) is in default in the performance of any obligation under this Agreement and an action is brought for the enforcement thereof in which it is determined that the defaulting party was in default, the defaulting party will pay to the non-defaulting party all expenses incurred in connection therewith, including lawyer’s fees and expenses. The parties’ respective obligations under this Section 10.2 shall survive the expiration or termination of this Agreement, notwithstanding anything in the Agreement to the contrary.

### **10.3 No Joint Venture**

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

### **10.4 Municipal Powers Preserved**

Nothing contained or implied herein shall prejudice or affect the City’s rights and powers in the exercise of its functions pursuant to the *Community Charter* and the *Local Government Act*, or its rights and powers under the common law or any of its public and private statutes, bylaws, orders, regulations or enactments to the extent the same are applicable to the Lands, all of which may be fully and effectively exercised in relation to the Lands as if this Agreement had not be executed and delivered by the City.

### **10.5 City Discretion**

- (a) Wherever in this Agreement the approval or consent of the City is required, some act or thing is to be done to the City’s satisfaction or the City is entitled to form an opinion;
- (b) The relevant provision is not deemed to have been fulfilled or waived unless the approval, consent, opinion or expression of satisfaction is in writing signed by the City or its authorized representative;
- (c) The approval, consent, opinion or satisfaction is in the discretion of the City, in its sole discretion; and
- (d) No public legal duty of procedural fairness or principle of natural justice shall have any application to such approval, consent, opinion, satisfaction or discretion.

### **10.6 Interpretation**

Reference in this Agreement to:

- (a) the singular includes a reference to the plural, feminine, or body corporate or politic where the context requires, and a reference to the plural includes a reference to the singular, unless the context requires otherwise;
- (b) an "enactment" is a reference to an enactment as that term is defined in the

*Interpretation Act* on the reference date of this Agreement; and

- (c) any enactment is a reference to that enactment as amended, revised, consolidated or replaced.

#### **10.7 Statutes**

Each reference to a statute is deemed to be a reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time.

#### **10.8 Headings**

All the headings in this Agreement are inserted for convenience of reference only and will not affect the construction and interpretation of this Agreement.

#### **10.9 Conditions**

All of the provisions of this Agreement shall be deemed and construed to be conditions as well as covenants as though the words specifically expressing or importing covenants or conditions were used in each separate section of this Agreement.

#### **10.10 Notices**

Where any notice, request, direction, or other communication is required or permitted to be given or made by a party under this Agreement, it shall be in writing and is effective if delivered by hand, sent by registered mail, or by facsimile addressed to the party for whom it is intended at the address set forth above in the Agreement, provided that any notice to the City shall be to the attention of the Corporate Officer, and any notice shall be deemed to have been given if delivered in person, when delivered; by registered mail, when the postal receipt is acknowledged by the other party; and by facsimile, when transmitted. The address of a party may be changed by notice in the manner set out in this provision.

Any demand or notice which may be given pursuant to this Agreement will be in writing and delivered, sent by e-mail or sent by postage prepaid mail and addressed to the applicable party as follows:

to the City:

10631 – 100 Street

Fort St. John, BC V1J 3Z5

Attention: Corporate Officer

to the Society:

10015 – 100 Avenue

Fort St. John, BC V1J 1Y7

Attention: Chair

or at such other address as either party may specify by notice in writing to the other. The time of giving and receiving any such notice will be deemed to be on the day of delivery or receipt if delivered or on the third Business Day after the day of mailing thereof if sent by mail. In the event of any disruption of mail services, all notices will be delivered rather than mailed. In this section, “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia.

#### **10.11 Severance**

If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of the Agreement.

#### **10.12 Binding on Successors**

This Agreement shall enure to the benefit of and be binding upon the parties and their respective corporate successors and the City’s assigns, notwithstanding any rule of law or equity to the contrary.

#### **10.13 Amendments**

No amendments to this Agreement shall be valid unless evidenced by written agreement executed by the City and Society.

#### **10.14 Further Assurances**

The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.

#### **10.15 Currency**

All transactions referred to in this Agreement will be made in lawful currency of Canada.

#### **10.16 Interest**

All amounts unpaid by the Society to the City will bear interest at 10% per annum, compounded semi-annually, not in advance.

#### **10.17 Law of British Columbia**

This Agreement shall be construed according to the laws of the Province of British Columbia and each party agrees to attorn exclusively to the jurisdiction of the courts of the Province of British Columbia.

#### **10.18 Whole Agreement**

The provisions in this Agreement constitute the whole of the agreement between the parties and supersede all previous communications, representations, warranties, covenants and

agreements, whether verbal or written, between the parties with respect to the subject matter of the Agreement.

#### **10.19 Waiver**

Waiver by the City of any default by the Society shall not be deemed to be a waiver of any subsequent default by the Society. All waivers must be in writing.

#### **10.20 Survival of Covenants**

All obligations of the Society which by their nature require all or part of their performance or fulfilment after the expiry or termination of this Lease shall (whether specifically provided for in this Lease or not) survive the expiry or termination of this Lease.

#### **10.21 Time of the Essence**

Time is of the essence of this Agreement.

#### **10.22 Registration**

The Society agrees that the City will not be obligated to deliver this Agreement in registrable form under the *Land Title Act*. The Society may, at its option and at its sole cost and expense register this Agreement in the appropriate Land Title Office. For greater certainty, the Society will be responsible for all costs related to such registration including, registration fees, costs to obtain surveys or plans, costs to put this Agreement into registerable form, and any costs and expenses, including reasonable legal fees, incurred by the City to assist the Society to register this Agreement.

#### **10.23 Counterparts**

This Agreement may be signed in one or more counterparts and each such counterpart may be transmitted by electronic facsimile and each will constitute an original document and such counterparts, taken together, will constitute one and the same agreement.

*[execution page follows]*

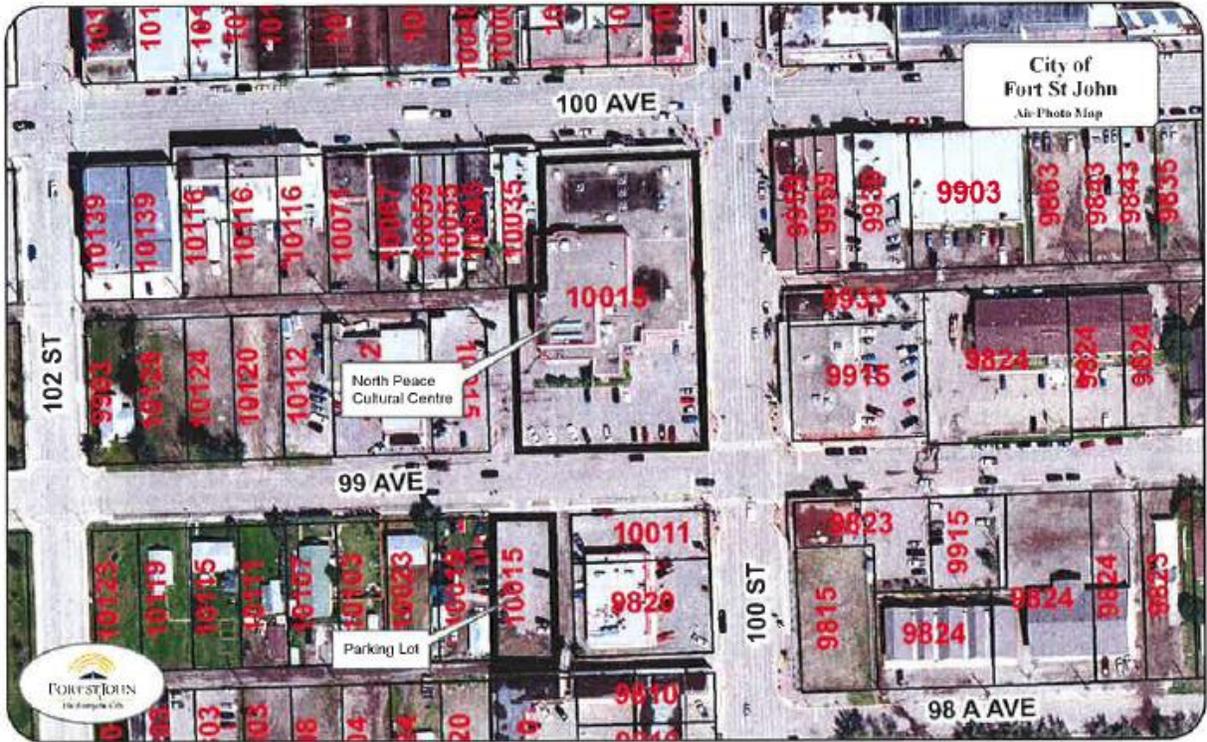
Dated this 8 day of August, 2023

**CITY OF FORT ST. JOHN**, by its )  
authorized signatories: )  
 )  
\_\_\_\_\_)  
Mayor: )  
 )  
\_\_\_\_\_)  
Corporate Officer: )  
 )  
 )

Dated this 10 day of August, 2023

**NORTH PEACE CULTURAL** )  
**SOCIETY**, by its authorized )  
signatory(ies): )  
 )  
\_\_\_\_\_)  
Name: )  
 )  
\_\_\_\_\_)  
Name: )  
 )

Schedule "A" - Plan



## **SCHEDULE “B”**

### **BUILDING MANAGEMENT SERVICES**

For the purposes of this agreement, the term “Building Management Services” shall include:

- (a) clearing all snow from the walkways, pathways and sidewalks on the Lands in a manner consistent with City bylaws relating to snow removal;
- (b) clearing all snow and removing winter grit from the Lands, save and except for the Parking Lot which shall be the responsibility of the City;
- (c) preparing monthly written reports to the City of Fort St. John Community Services Department reporting on any preventative maintenance issues arising during the preceding month;
- (d) purchasing and maintaining sufficient inventory of supplies and materials as is reasonably necessary to ensure continuous operation of the Building and the provision of the Services;
- (e) managing and supervising the operation, maintenance, preservation and protection of the Lands and Building as a prudent owner would do; and
- (f) providing all labour, equipment, tools, material and supplies that may be required to provide the Building Management Services.

**SCHEDULE “C”**  
**CULTURAL SERVICES**

For the purposes of this agreement, the term “Cultural Services” shall include:

- (a) participating in the City Arts and Culture Master Planning process;
- (b) delivering meaningful arts and cultural resources to the community;
- (c) promoting culturally age-relevant arts and cultural experiences;
- (d) promoting programming that is accessible to seniors, families with young children, youth, residences and workers of all ages;
- (e) ensuring that diversity of programming is included in service delivery through creative marketing;
- (f) promoting accessibility to arts and cultural activities for all residents;
- (g) ensuring First Nations contributions to arts and cultural planning are ongoing;
- (h) establishing collaborations, connections and partnerships with arts and cultural stakeholders and municipal cultural planning staff to allow art to thrive in all of its forms;
- (i) developing media partnerships to broadly market arts and cultural events, recruit participants, partners, sponsors and volunteers and assist with bidding for festival events;
- (j) ensuring fair financial treatment of all local performing artists;
- (k) providing all staff, materials and supplies that may be required to provide the Cultural Services; and
- (l) ensuring that a robust safety program is in place and that the provision of Cultural Services complies with all applicable the WorkSafe BC regulations and, with respect to the Theatre, the ActSafe requirements, including without limitation the ActSafe Live Performance Electrical Certificate and other related safety requirements.

**SCHEDULE “D”**  
**Key Performance Indicators (KPI)**

**Cultural KPI’s**

Prior Year Actuals	Last Year Actuals	% change	Current Year Projected	% change		
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**Financial**

- Number of grants applied for.
- Number of grants successful.
- Successful grant list (funder, amount, purpose).

**Community**

- Number of partnered activities.
- List of partners.
- Number of volunteers.
- Volunteer hours.
- Volunteer experience feedback.

**Art / Gallery**

- Number of shows.
- Number of days the gallery is booked.
- Regional shows.
- Local shows.
- Emerging shows.
- Percentage of annual show themes/categories (for example: 10% youth, 20% Indigenous, 30% LGBTQ, 40% member, 10% guild).

### Art / Gallery (continued)

- Show evaluations:
  - o Number of artists.
  - o Number of patrons.
  - o Patron experience feedback.
  - o Artist experience feedback.
  - o How the show was marketed (budget, location, etc.).
- Number of vendors.
- Percentage of regional vendors.
- Percentage of local vendors.

### Theatre

- Number of shows.
- Number of days theatre is booked.
- Percentage of annual show themes/categories (for example: 10% youth, 20% Indigenous, 30% LGBTQ, 40% community, 10% professional).
- Number of community shows and days of theatre use.
- Number of school shows and days of theatre use.
- Number of NPCC presented shows and days of theatre use.
- Number of commercial theatre bookings and days of theatre use.
- Show evaluations:
  - o Number of artists.
  - o Number of patrons.
  - o Patron experience feedback.
  - o Artist experience feedback.
  - o Commercial renters experience feedback.
  - o How the show was marketed (budget, location, etc.).

## Programs

- Number of programs.
- Number of cancelled programs.
- List and description of programs.
- Percentage of annual program themes/categories (for example: 10% youth, 20% Indigenous, 30% LGBTQ, 40% visual art, 10% theatre).
- Program evaluations:
  - o Number of artists.
  - o Number of patrons.
  - o Patron experience feedback.
  - o Artist experience feedback.
  - o How the program was marketed (budget, location, etc.).

## Special Events

- Number of events.
- Number of cancelled events.
- List and description of events.
- Percentage of annual event themes/categories (for example: 10% youth, 20% Indigenous, 30% LGBTQ, 40% visual art, 10% theatre).
- Event evaluations:
  - o Number of artists.
  - o Number of patrons.
  - o Patron experience feedback.
  - o Artist experience feedback.
  - o How the event was marketed (budget, location, etc.).

## Space Use (non-theatre/gallery)

- Number of non-profit rentals and days
- Number of commercial rentals and days.
- Number of internal rentals and days.

Space Use (non-theatre/gallery) (continued)

- Number of NPCC sponsored rentals and days.
- Percentage of tenanted rentals and space list.
- Percentage of short use rentals and space list.
- List of rental rooms.

IDEA – Inclusion, Diversity, Equity, Accessibility

- Number of IDEA programs, events, and exhibitions.
- List and description of IDEA programs, events, and exhibitions.