

OUTDOOR RECREATION FUND OF BC GRANT AGREEMENT

THIS AGREEMENT is dated for reference the 17 day of March , 2026.

BETWEEN:

OUTDOOR RECREATION COUNCIL OF BRITISH COLUMBIA
PO Box 763
Revelstoke, BC V0E 2S0

(“ORCBC”)

AND:

District of Stewart
705 Brightwell street PO Box 460
Stewart V0T1W0

(“Recipient”)

WHEREAS:

- A. ORCBC, a registered charity, through the Outdoor Recreation Fund of BC, is committed to assisting registered charities, incorporated non-profit organizations, local governments, and Indigenous governments in British Columbia to create and enhance outdoor recreation experiences for British Columbians; and
- B. the Recipient has submitted an eligible application to ORCBC through the Outdoor Recreation Fund of BC and is committed to undertaking a project that advances community-based initiatives that create and shape meaningful outdoor recreational and nature-based experiences for British Columbians.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

PART 1: SCHEDULES

1. The following schedules form an integral part of this Agreement:
 - (a) Schedule “A” – Grant Information
 - (b) Schedule “B” – Recipient’s Application

2. In the event of a conflict between the body and any schedule to this Agreement, the body prevails to the extent of the conflict.

PART 2: INTERPRETATION

3. In this Agreement:
 - (a) “**Completion Date**” means the date described as the “Completion Date” in Schedule “A”;
 - (b) “**Eligible Costs**” means those costs described as “Eligible Costs” in Schedule “A”;
 - (c) “**Matching Contribution Requirement**” means the requirement that the Recipient provide at minimum an equal contribution towards the Project, in the form of a monetary or in-kind contribution, as further described in Schedule “B”;
 - (d) “**Occupiers Liability Act**” means the *Occupiers Liability Act*, RSBC 1996, c 337, as amended or replaced from time to time;
 - (e) “**Project**” means the “Bird Viewing Platform with interpretive signage on Rainey Creek Trail”, as further described in Schedules “A” and “B”; and
 - (f) “**Reference Date**” means the reference date set out above.
4. The headings and section references in this Agreement are for convenience of reference only, do not form a part of this Agreement, and are not intended to interpret, define, or limit the scope, extent, or intent of this Agreement.

PART 3: GRANT FUNDING

5. The Recipient applied for, and ORCBC has approved, grant funding up to the amount described in Schedule “A” for the Project under the Outdoor Recreation Fund of BC (“**Grant**”).
6. The Recipient acknowledges and agrees that the maximum amount of grant funding they may receive is subject to the Matching Contribution Requirement.
7. ORCBC shall pay the Recipient the Grant, and the Recipient shall use the Grant, in accordance with the terms and conditions set out in this Agreement.

PART 4: RECIPIENT’S OBLIGATIONS

8. The Recipient shall:
 - (a) undertake and complete the Project as described in Schedules “A” and “B”;
 - (b) comply with ORCBC’s reporting requirements for the Project set out in Schedule “A”, using the forms provided by ORCBC from time to time;

- (c) prior to using the Grant for any related part of the Project, obtain such licences, permits, approvals, and other authorizations as may be required by any governing authority having jurisdiction;
 - (d) prior to using the Grant for any related part of the Project, obtain all necessary rights to occupy or otherwise use any property upon or under which the Project is or will be located;
 - (e) comply with all applicable laws, regulations, by-laws, and other enactments of any governing authority having jurisdiction in relation to the Project, including, without limitation, those relating to labour, environmental, and human rights obligations;
 - (f) not materially modify any part of the Project from what is described in Schedule "B" and that is funded in part or in full by the Grant, except with the prior written consent of ORCBC;
 - (g) carry out the Project, or ensure that the Project is carried out, in a diligent and professional manner, using qualified personnel and volunteers;
 - (h) where applicable, ensure that no statutory holdback is applied to any portion of the Grant and that no statutory, builders, or other liens are filed or registered against assets connected with the Project or against any property upon or under which the Project is located; and
 - (i) be responsible for the entire cost of the Project, including any deficit or cost overrun.
9. The Recipient represents and warrants that all information contained in Schedule "B" is and shall remain for the duration of this Agreement true and accurate, and the Recipient acknowledges that ORCBC has relied on this representation and warranty in entering into this Agreement. The Recipient agrees to promptly notify ORCBC of any changes to the information contained in Schedule "B" during the Term.
10. The Recipient agrees that all funds provided under this Agreement by ORCBC shall be used solely for Eligible Costs. Surplus or unexpended funds from the Grant, including any amount greater than the monetary or in-kind contribution provided by the Recipient towards the Project, shall be returned to ORCBC, on demand, by payment of cheque or money order payable to ORCBC within 30 days of demand through a payment method approved in advance by ORCBC.

PART 5: PUBLIC ACKNOWLEDGEMENT OF GRANT

11. The Recipient shall include recognition of the Grant and ORCBC in any advertising or promotional materials, publications, signage, and reports related to the Project.

PART 6: TERM AND TERMINATION

12. The term of this Agreement shall be from the Reference Date until acceptance by ORCBC, acting reasonably, of a complete Project Report Form and Financial Claim Form from the Recipient, in accordance with Schedule "B", unless extended or terminated earlier in accordance with this Agreement ("**Term**").

13. The Term may be extended by ORCBC, at its sole discretion, upon request by the Recipient.
14. In the event the Recipient is found to not be in compliance with any of the terms and conditions of this Agreement and the non-compliance is not remedied within 30 days of receiving a written notice of non-compliance from ORCBC, this Agreement shall be terminate on the date of termination set out in the written notice.
15. In the event this Agreement is terminated in accordance with section 14, the Recipient shall return to ORCBC any portion of the Grant that has already been paid out to it. For clarity, ORCBC shall have no obligation to pay any unpaid portion of the Grant upon this Agreement being terminated in accordance with section 14.

PART 7: LIABILITY AND INSURANCE

16. ORCBC's responsibility with respect to the Project shall be limited to the Grant, and ORCBC shall not be liable for any injury to or loss or damage suffered by the Recipient or its directors, officers, employees, agents, contractors, and volunteers, including, without limitation, death or economic loss, caused by or in any way related to this Agreement or the Project.
17. The Recipient shall indemnify and save harmless ORCBC and its directors, officers, employees, agents, contractors, and volunteers against any and all claims (including claims arising under the *Occupiers Liability Act*) as well as in relation to all other damages, liabilities, expenses, and costs, arising directly or indirectly from this Agreement and the Recipient's rights and obligations under it, except to the extent they are attributed to ORCBC's intentional acts or omissions or negligence.
18. The Recipient shall acquire and maintain a commercial general liability insurance policy against claims for personal injury, sickness, illness, disease or disability, death, and property damage or loss arising directly or indirectly from the Project. Without limiting the foregoing, it is the responsibility of the Recipient to determine appropriate coverage, limits, and other insurance required in relation to the Project.
19. The Recipient shall ensure ORCBC and its directors, officers, employees, agents, contractors, and volunteers are named as an additional insured on the policy described in section 18 and that such policy includes a waiver of subrogation in favour of ORCBC.
20. The Recipient shall provide ORCBC with a minimum of 30 days' notice of cancellation or termination of the policy described in section 18.
21. At the request of ORCBC, the Recipient shall provide evidence, satisfactory to ORCBC, of the policy described in section 18.

PART 8: ACCOUNTING

22. The Recipient shall establish and maintain during the Term, and for a further period of at least seven (7) years after the Term ends, such accounting and other records as are necessary for the

proper financial management of the Project, in accordance with generally accepted accounting principles.

23. During the Term and at any time within seven (7) years after the Term, ORCBC may inspect and audit all accounting and other records referred to in section 22, and the Recipient shall promptly provide such records and any additional related information as may be reasonably requested by ORCBC or its representative for this purpose.
24. The obligations under sections 22 and 23 shall be explicitly included in any agreements entered into by the Recipient with any subcontractors or suppliers of goods or services to the extent those agreements relate to the fulfillment of the Recipient's obligations to ORCBC.
25. Costs of any inspections and audits conducted under the authority of this Part 8 and not addressed elsewhere shall be borne by ORCBC, unless an inspection or audit identifies non-compliance by the Recipient with the terms of this Agreement, in which case the costs shall be borne by the Recipient.

PART 9: MISCELLANEOUS

26. Sections 15, 16, and 17, and Part 8 and any other provisions containing obligations that by their very nature are intended to survive the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.
27. The parties each represent and warrant that they have the authority to enter into this Agreement.
28. ORCBC's undertaking to pay the Grant or any portion thereof is subject to and conditional upon:
 - (a) ORCBC receiving the funds payable to the Recipient from the Vancouver Foundation; and
 - (b) the Recipient complying with its obligations under this Agreement.
29. The parties agree to attempt to amicably and in good faith resolve any disputes arising under this Agreement through informal negotiation between themselves before seeking resolution through any other means.
30. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, successors, administrators, and assigns.
31. Any notices required by this Agreement will be provided using the contact information set out below or as otherwise provided by a party to this Agreement.
 - (a) for ORCBC:

Contact: Louise Pedersen, Executive Director
Email address: louisepedersen@orcbc.ca
Phone number: 604-873-5546
Address: PO Box 763, Revelstoke, BC, V0E 2S0

(b) for the Recipient: as set out in Schedule "A"

32. Any notice or communication shall be deemed to have been received:

(a) on the day delivered, if delivered on a business day, and if not delivered on a business day, on the next business day;

(b) on the day the email is transmitted, if sent on a business day, and if not sent on a business day, on the next business day; and

(c) on the third business day following the date of mailing, if sent by prepared registered mail.

33. The failure of a party to insist upon the strict performance of any term of this Agreement, or to exercise any right or remedy contained in this Agreement, will not be construed as a waiver or a relinquishment by that party for the future of that term, right, or remedy.

34. The Recipient shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of ORCBC.

35. This Agreement may be signed and executed in any number of counterparts, and each executed counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

36. No term of condition contained in this Agreement shall be construed as in any way constituting a partnership or joint venture between ORCBC and the Recipient.

37. All sums of money to be paid or calculated pursuant to this Agreement will be paid or calculated in Canadian dollars.

38. This Agreement constitutes the entire agreement between the parties and supersedes all prior verbal or written agreements between the parties concerning the subject matter described herein.

39. If any term of this Agreement is determined to be invalid or unenforceable, in whole or in part, the invalidity or unenforceability will attach only to that term or part term, and the remaining part of the term and all other terms of this Agreement will continue in full force and effect.

40. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties submit to the jurisdiction of the courts of British Columbia in the resolution of any dispute between the parties arising under or in connection with this Agreement.

41. Time is of the essence in this Agreement.

[Continued on next page.]

42. This Agreement may be amended only by a written agreement signed by each party.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date(s) set out below.

OUTDOOR RECREATION COUNCIL OF BRITISH COLUMBIA , by its authorized signatories: Date: <u>March 17, 2026</u> Name (printed): <u>Louise Pedersen</u> Signature: <u><i>Louise Pedersen</i></u> Date: _____ Name (printed): _____ Signature: _____	District of Stewart , by its authorized signatories: Date: _____ Name (printed): _____ Signature: <u><i>Jessica Hill</i></u> Date: _____ Name (printed): _____ Signature: <u><i>Jessica Hill</i></u>
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SCHEDULE "A" – GRANT INFORMATION

Project Description

Recipient: District of Stewart
 Contact: Alissa Korberg
 Email address: aschultz@districtofstewart.com
 Phone number: 2503098623
 Address: 705 Brightwell street PO Box 460, Stewart V0T1W0

Project Name: Bird Viewing Platform with interpretive signage on Rainey Creek Trail
 ORCBC Project Code: 0126-6205483139
 Maximum Grant Amount: \$5889.8000000000002
 Completion Date: 7/23/2026

Please ensure we have the accurate mailing address as payments will be made by cheque.

Eligible Costs

The following costs are Eligible Costs:

- all costs directly related to the completion of the Project, excluding those identified as ineligible costs below.

The following costs are Ineligible Costs:

- costs incurred by the Recipient prior to the application intake deadline;
- costs incurred by the Recipient for cancelled projects;
- costs associated with the purchase or use of private land, including rent and associated taxes;
- costs for purchasing equipment and furnishings that do not remain with the Recipient after the Term; and
- any other costs determined by ORCBC to be Ineligible Costs and communicated as such to the Recipient.

Project Deliverables and Grant Payment Requirements

Payment	Portion of Grant Disbursed	Deliverable Required	Deliverable Deadline
Initial payment	90% of Grant	Signed acknowledgment, in the form provided by ORCBC, returned to ORCBC by the Recipient	Within 30 days of execution by the parties of the Agreement
Final payment	Balance of Grant	Completed Project Report Form and Financial Claim Form, using the forms provided by ORCBC	Within 60 days of the Completion Date

SCHEDULE "B" – RECIPIENT'S APPLICATION

**Please see the attachment for a copy of the recipient's application.*