

**AGRICULTURAL ASSOCIATION OPERATING AGREEMENT**  
**THIS AGREEMENT made as of the 12 day of April, 2024**

BETWEEN:

CITY OF MAPLE RIDGE, having an office at 11995 Haney Place, Maple Ridge,  
B.C. V2X 6A9

(the "**City**")

OF THE FIRST PART

AND

**MAPLE RIDGE / PITT MEADOWS AGRICULTURAL ASSOCIATION**

a society duly incorporated under the Societies Act of the Province of British Columbia and registered under number S-0019037, having an office at the Albion Fairgrounds, Maple Ridge, B.C., V2X 6G1

(the "**Association**")

OF THE SECOND PART

WHEREAS:

- A. The City and the Association desire to provide for the co-ordination and provision of agricultural and farming programs and services for the benefit of the residents of Maple Ridge and to provide for the operation of the annual Country Festival (the "Country Fair") at the Albion Fairgrounds (the "Fairgrounds") all as particularized herein;
- B. The Association is a leadership organization that will play a key role to strengthen community agriculturally based groups; to build community wide connections and networks and to encourage an understanding of farming and agriculture in creating a healthy, vibrant community.
- C. The Association operates as a not-for-profit member based organization governed by a Board of Directors and managed by professional staff dedicated to promoting and encouraging appreciation for agriculture as stated and outlined in the Association's Constitutional Purposes (attached hereto as Schedule "A");
- D. The City is prepared to pay an operating grant to the Association towards the annual production of the Country Fair and provision of agricultural programs and services.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and of other good or valuable consideration provided for herein (the

receipt and sufficiency whereof is hereby acknowledged by each of the parties), the parties hereto agree as follows:

1. **Definitions**

- (a) **"Business Day"** means days other than a Saturday or Sunday or a statutory or civic holiday in British Columbia;
- (b) **"Operating Costs"** means the total actual expenses (without duplication), determined in accordance with generally accepted accounting principles, incurred by the Association for delivering services as required by this Agreement ;
- (c) **"Operating Funds"** means the funding advanced by the City for the Association to provide Services;
- (d) **"Insolvency Event"** means any of the following events, as applicable:
  - (i) a dissolution or liquidation under Section 123 of the *Societies Act*, SBC 2015, C-18, where an order is made, a special resolution is passed or a petition is filed, for the Association's liquidation or liquidation and dissolution,
  - (ii) the Association commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledge its insolvency,
  - (iii) a bankruptcy petition is filed or presented against the Association or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by the Association,
  - (iv) a receiver or receiver-manager of any of the Association's property is appointed, or
  - (v) the Association ceases to carry on business as a going concern.
- (e) **"Association's Records"** means all accounting and administrative records, books of account, invoices, receipts or vouchers produced or received by the Association or any Subcontractor pertaining to the Services as a result of this Agreement;
- (f) **"Services"** means the activities described in Section 11(a) to (aa);
- (g) **"Subcontractor"** means any person retained by the Association to perform obligations under this Agreement; and
- (h) **"Third Party"** means a party other than the Parties to this Agreement.

**Term**

- 2. The term of this Agreement shall be five (5) years commencing on the 1st day of January 2024 (the "Commencement Date") and terminating on the 31 day of December 2028 (the "Term"), subject to earlier termination as outlined in Section 3 and Section 17(a) below.

3. In the event the Association is in material breach or default of its obligations under the terms of this Agreement, and the material breach or default continues for a period of five (5) Business Days, then the City, in its sole and unfettered discretion, may terminate this Agreement upon five (5) Business Days notice to the Association, and the Association shall remit the pro-rated balance of the Operating Funds received from the City for the remainder of the Term and in accordance with the following:
  - (a) if this Agreement is terminated by either party, then any Operating Funds provided by the City pursuant to this Agreement shall be pro-rated and any excess paid by the City shall be considered a debt due and owing to the City.
  - (b) Termination shall not relieve the Association of its warranties and other responsibilities relating to the Services performed.

### **Operating Funds**

4. The City agrees to pay to the Association the following funds to manage and operate the annual Country Fair and towards the provision of agricultural programs and services during the Term:

- (a) For the 2024 calendar year, an annual amount of \$17,000, to be paid in two equal installments on the first day of January and July.**
- (b) For the 2025 calendar year, an annual amount of \$17,000, to be paid in two equal installments on the first day of January and July.**
- (c) For the 2026 calendar year, an annual amount of \$17,000, to be paid in two equal installments on the first day of January and July.**
- (d) For the 2027 calendar year, an annual amount of \$17,000, to be paid in two equal installments on the first day of January and July.**
- (e) For the 2028 calendar year, an annual amount of \$17,000, to be paid in two equal installments on the first day of January and July.**

(collectively, the "Operating Funds")

5. For clarity, the City and the Association agree that the Operating Funds the Association's programs for the 2023 calendar year in the amount of \$17,000 have been paid and no amounts prior to the commencement of the Term are outstanding.
6. Any changes will be negotiated and approved by the City in advance of the calendar year and will be considered in the context of program priorities, budget, grant availability and other considerations.

7. All Operating Funds payments shall be subject to deduction of any amounts paid by the City under this Agreement on behalf of the Association, and of any amounts owed by the Association to the City.
8. The following conditions must be met by the Association in order for the City to provide the Operating Funds described in Sections 4 to 7:
  - (a) the Association remains a non-profit society in good standing with membership open to all community members; and
  - (b) the Association has punctually observed and performed the terms, covenants and conditions required of it under this Agreement.

### **Conditional Entitlement**

9. The obligation of the City to pay the Operating Funds in any year is subject to the establishment of the City's annual budget and approval by City Council. The City shall budget for the Operating Funds; however, it is understood and acknowledged that if the Operating Funds budgeted by the City are reduced, the City and the Association agree to review and proportionally reduce the level of operating responsibilities to be provided by the Association under this Agreement. The City will act in good faith and endeavor to provide reasonable notice of funding reductions to the Association prior to the start of your annual planning cycle in January.

### **City's Covenants**

10. The City covenants and agrees:
  - (a) to assign a staff liaison (the "Staff Liaison") designated by the City who may attend the meetings of the Board of Directors of the Association and the general meetings of the Association including strategic planning as a non-voting observer for the purpose of facilitating communication between the City and the Association ;
  - (b) the Staff Liaison shall be the manager of this Agreement on behalf of the City;
  - (c) on request of the Association, to provide access to the Fairgrounds for the Association's additional agricultural programs at no cost, waiving base rent, pending availability based on the Association's historic use of the Fairgrounds. The Association will be responsible for any additional expenses requested by the Association and incurred by the City beyond base rent (e.g. Parks staff provides some labour assistance with set up and tear down for the annual Country Fair – Schedule D).
  - (d) For other additional uses, the City will provide access to parks, recreation and culture facilities other than the Fairgrounds, and in accordance with current booking and scheduling policies and procedures, and will charge the Association in accordance with the current fees and charges policy (see website [www.mapleridge.ca](http://www.mapleridge.ca)), noting that the

Association shall be classified as a non-profit recreational group warranting the subsidies for facility rental contained in that policy for such groups. The Association will be responsible for any additional related expenses in operating a program from any of these facilities;

- (e) to provide to the Society advertising space in its Recreation Services Guide (the "Guide") which may be in digital form in the event the Guide is in digital form or equivalent to the space customarily provided for programs and services in past issues of the Guide if the Guide is in paper form, and such other space as may become available as determined by the City, without cost to the Society, and to do its utmost to promote and publicize the Society's programs and services through the distribution of the Guide and any other avenues that may be available and appropriate including but not limited to web, email, social media posts;

### **Association's Covenants**

11. The Association covenants and agrees:

- (a) to manage and operate the Fairgrounds for the intended purposes of including farming and agricultural programs, exhibitions, attractions, community heritage and social gatherings, meetings, presentations, small conferences, events, rentals, and for no other purpose save and except that which may be approved by the City from time to time. The Association will establish operating policies and procedures for its operations in line with its strategic plan;
- (b) to provide the agricultural and farming programs and services which will be functioning primarily within the City's geographic area of jurisdiction, within the limits of available resources;
- (c) to deliver agricultural programs and services that take into consideration the City's strategic priorities;
- (d) to take into consideration community building and connections to provide member agriculture groups, community groups, school district, business and individuals when developing agricultural programs and services, the opportunities to connect, link, learn together, share assets and common interests, network and co-create through agriculture and farming where possible;
- (e) encourage partnerships and actively participate in collaborative planning opportunities and city-wide initiatives related to agriculture and farming (e.g. committees for programming, promotions, volunteerism, assessments and community development) that align with City's policies, vision and goals for the community;
- (f) to provide equal and reasonable opportunity for access to the Associations programs and services for all local organizations;

- (g) to respond to requests from schools and introduce students to the community's farming heritage and the importance of agriculture as resources permit;
- (h) to plan, promote and coordinate all aspects of a diversity of agricultural and farming activities and educational programming including the annual Country Fair (see Schedule D), for all age groups, in similar variety, quantity, and quality to those provided in communities of similar size in Metro Vancouver which provide similar services as are included in this Agreement. Further, the City recognizes that funding beyond the Agreement is required to undertake all programs, operations and services, however other sources of funding will not be used to duplicate services already funded by the City;
- (i) to conduct surveys and evaluations and compile and analyze statistics and data on programs, services and operations to inform and meet strategic and business planning processes, monitoring and reporting requirements;
- (j) to use good board governance practices and procedures including understanding of fiduciary duties, the Association will support integrity, financial accountability, and compliance with all statutory and contractual requirements;
- (k) to support having qualified and competent persons to perform work as determined by the Association's strategic plans in the core areas of management and operation;
- (l) to apply and maintain appropriate human resources management practices for non-profit organizations of similar size, scale and scope including:
  - (i) a criminal record check as a condition of employment for staff and volunteers working with vulnerable populations,
  - (ii) appropriate levels of supervision for all direct and partnered activities and programs,
  - (iii) fostering a culture of inclusivity by applying broad recruitment efforts, and professional services where appropriate.
- (m) to seek funding from diverse sources including grants, sponsorships and fundraising endeavors to support operations, programs and services as part of best practices and sustainability;
- (n) to operate the annual Country Fair and agricultural programs in an efficient, effective and sustainable manner that takes into consideration the long term viability of the programs;
- (o) to acknowledge the City's support for the Association, its programs and activities as applicable in communications and promotional materials used to promote these activities and where space permits. The Association shall provide such acknowledgment

by using the logos and/or names of the City in accordance with prescribed standards set out by the City;

- (p) to obtain and maintain during the term of this Agreement, at the Association's expense, with such company or companies and on such forms as are acceptable to the City, in the name of the Association, Comprehensive General Liability insurance coverage including, without limiting the foregoing, coverage for premises and operations liability, contingency liability with respect to the operations of contractors and subcontractors, completed operations liability, contractual liability and automobile liability for owned, non-owned and hired units. The limits of liability shall not be less than \$5,000,000 for each occurrence for bodily injury, including death, and property damage. Each policy shall:
- (i) provide that it may not be cancelled, lapsed or materially altered without at least 30 days' notice in writing to the City by registered mail;
  - (ii) name the City of Maple Ridge and the Board of Education of School District No. 42 (Maple Ridge Pitt Meadows), RG Properties and Golden Ears Winter Club Society as additional insured ;
  - (iii) provide for cross liability and severability of interests, which means that the policy applies separately to each insured party;
  - (iv) provide that the City of Maple Ridge is protected notwithstanding any act, neglect, or misrepresentation of the Association which might otherwise result in the avoidance of a claim under such policies and such that such policies shall not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s).
- (q) In the event such insurance lapses or is cancelled or any material alterations are made without the approval of the City, the City may at its option without notice forthwith terminate this Agreement or the City may, at its option and without obligation to do so, obtain and maintain such insurance at the expense of the Association and the Association hereby appoints the City as the Association's lawful attorney to do all things necessary for that purpose;
- (r) to deliver a certificate of insurance evidencing the insurance coverage required by this Agreement to the City prior to the commencement of this Agreement and deliver evidence of renewal of the insurance coverage upon request by the City;
- (s) to maintain its status as a society in good standing with the Registrar of Companies for the Province of British Columbia and to function in accordance with the policy attached hereto as Schedule "C";
- (t) to maintain an open membership which will ensure all citizens of Maple Ridge may become members of the Association;

- (u) not to amend the Constitution or the bylaws of the Association without first informing the City of the intended amendment;
- (v) not to suffer, permit or allow any unlawful activities causing nuisance or activity that is in breach of the Human Rights Code;
- (w) to occupy, use and operate the Fairgrounds during the annual agricultural Country Fair and programming purposes in accordance with all the terms and conditions of any licenses issued by any governmental authority;
- (x) to obtain and keep current all permits and licenses required by law to be obtained to operate the Fairgrounds and to fulfill the Association's obligations; and
- (y) to permit the Staff Liaison and the City's representatives to attend meetings of the Association's Board of Directors as requested when appropriate.
- (z) to adhere to all applicable regulations and rules related to employment standards and health and safety for employees, volunteers and members; and
- (aa) to abide by all applicable City Bylaws and Policies as amended from time to time.

Business Plan and Financial Statements

12. The Association must provide to the City:

- (a) a detailed business plan, budget, and Operating Costs each year in advance of the City's business planning process (fall), for the operation of the annual Country Fair at the Fairgrounds, and for the delivery of the operations, programs and activities that the City is contributing resources towards for review by the Staff Liaison (attached as Schedule "B"). The strategic plan and budget will be in alignment with the City's vision and goals for community partners operating civic-owned facilities and will inform the City's annual business plans;
- (b) an Annual Report presentation following the Association's AGM to the City, if requested including, at minimum:
  - (i) financial statements as approved by the associations AGM, however, the City shall have the right at its sole discretion and expense to carry out an audit;
  - (ii) annual statistics and summary on use, program and participation attendance numbers for scope of programs and services offered, volunteer information and other relevant data;
  - (iii) five (5) year comparative statistics including projected year, based on the Association's fiscal year, provided to the Staff Liaison each fall for department business planning purposes; and

13. The Parties agree that:

- (a) equipment purchased through grants applied for by the Association remain the property of the Association if required under the conditions of the respective grant; and
- (b) the Association shall provide updates to the City in a timely manner.

#### Indemnity

14. The Association will:

- (a) release the City and agrees not to sue or pursue action against the City in respect of any matter arising out of or relating to this Agreement, except for any wrongful refusal of the City to perform its obligations under this Agreement; and
- (b) indemnify, protect, defend, save and hold the City, its officers, employees, volunteers and agents, harmless from any and all claims or causes of action for death or injury, or damage to property, and against any and all damages, costs, expenses and fees including, without limitation, any reasonable legal expenses incurred by or on behalf of any of the foregoing in the investigation and defence of any and all such suits, proceedings, claims, demands or actions resulting from errors, or omissions claimed against the City, its officers, employees, volunteers, and agents during performance of this Agreement or the Services, or from any violation of any federal, provincial, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of the Association or its Subcontractors, officers, employees, volunteers and agents, by whomsoever brought arising from:

any breach, violation, default or non-performance by the Association of any covenant, condition or provision of this Agreement;

any act, omission, wilful misconduct or negligence of the Association, its officers, directors, members, contractors, volunteers of the Association or for whom the Association is responsible for at law; and

any death, personal injury, property damage, property loss, economic loss or other loss or harm suffered by any person, including the City, on or in relation to the Fairgrounds or the operations of the Association.

The indemnity contained in this Agreement survives the expiry or earlier termination of this Agreement.

#### **Force Majeure**

- 15. Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such a delay or failure is caused by a Force Majeure event beyond their reasonable control. Without limiting the generality of the foregoing, the parties agree that Force Majeure events shall include natural disasters, acts

of war, governmental restrictions put in place to combat pandemics (including by the City) that render delivery of the services impossible, insurrection and terrorism but shall not include shortages or delays relating to supplies or services, the non-payment of any amount due to financial circumstances of the Association or the City or general economic conditions. If a party seeks to excuse itself from its obligations under the Agreement due to a Force Majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds 60 Business Days, the other party may immediately terminate the Agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the contract at law or in equity.

### **Notice**

16. Any demand, notice or other communication to be made or given pursuant to this Agreement shall be in writing and may be made or given by personal delivery or by transmittal by email or other means of electronic transmission addressed to the respective parties as follows:

The City of Maple Ridge  
11995 Haney Place,  
Maple Ridge, British Columbia V2X 6A9  
Attention: Director of Recreation

and in the case of the Association, addressed to:

MAPLE RIDGE AND PITT MEADOWS AGRICULTURAL ASSOCIATION,  
P.O. Box 403, Maple Ridge, BC V2X 8K9  
ATTN: Manager

or to such other address or email or other means of electronic transmission address as any party may from time to time notify to the other party in accordance with this Section 16. Any demand, notice or communication made or given by personal delivery shall be conclusively deemed to have been made or given on the day of actual delivery thereof and, if made or given by email or other means of electronic transmission, shall be conclusively deemed to have been given on the first Business Day following the transmittal thereof unless given, and received, prior to 4:00 p.m. (Pacific Standard Time) on the day of transmittal if such day of transmittal is a Business Day, and if mailed, 48 hours after such mailing.

Notices, approvals, waivers, tenders and other documents and monies permitted, required, or contemplated by this Agreement may be given, delivered, or tendered by or to the parties by their respective solicitors on their behalf.

## **17. General Provisions**

- (a) this Agreement shall come into effect on upon execution by the parties hereto and be effective for the duration of the Term, provided that each party may terminate this Agreement upon giving 180 days' notice in writing to the other party of its intention to do so in accordance with Section 16 above. In the event the Association has experienced an Insolvency Event or is in material breach or default of its obligations under the terms of this Agreement, and the material breach or default continues for a period of five (5) Business Days, then the City, in its sole and unfettered discretion, may terminate this Agreement upon five (5) Business Days notice to the Association, and the Association shall remit the pro-rated balance of the Operating Funds received from the City for the remainder of the Term and any excess paid by the City shall be considered a debt due and owing to the City.
- (b) the City has not made any representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Association other than those contained in this Agreement;
- (c) nothing contained or implied herein shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public and private statues, bylaws, orders and regulations, all of which may be fully and effectively exercised as if this Agreement had not been executed and delivered by the Association;
- (d) No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination.
- (e) All of the Association's obligations under this Agreement that are outstanding on the date that this Agreement expires or is terminated (including the obligation to indemnify the City set out in section 14) will survive the expiry or termination.
- (f) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require.
- (g) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- (h) nothing herein contained shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint

venture between the parties and no acts of the parties hereunder shall be deemed to constitute the Association as anything other than an independent contractor;

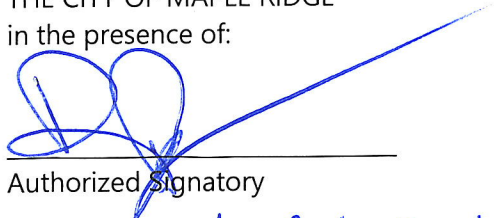
- (i) no subsequent alteration, amendment, change, revision or addition to this Agreement shall be binding on the parties unless in writing and signed by the parties' authorized signatories;
- (j) no provision herein requiring approval or consent of the City shall be deemed to have been fulfilled or waived unless written consent or approval relating to the specific matter has first been obtained. No prior consent or approval and no condoning, excusing or overlooking by the City on previous occasions when such consent or approval was required shall be taken to operate as a waiver of the necessity for such consent or approval wherever required;
- (k) if upon the expiry of the term of this Operating Agreement on December 31, 2028, the Association continues to operate and provide agricultural programs and services, the City may, at its discretion, continue to pay the scheduled Operating Fund amounts then in effect, and upon acceptance of the same by the Association each month, this Operating Agreement shall continue to be binding on the City and the Association on a month-to-month term, and during such over holding, the notice period shall be 30 days.
- (l) time shall be of the essence of this Agreement;
- (m) this Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia;
- (n) this Agreement may not be assigned by the Association except with the consent in writing of the City, which may be withheld at the City's sole discretion;
- (o) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (p) In the event of a dispute arising between the Parties under this Agreement, each Party shall be entitled to give the other Parties written notice, within ten (10) Business Days of that Party's awareness of such a dispute, and the Parties shall use the below process to address disputes:
  - (i) Designates for each Party will meet and work to resolve the dispute. If a resolution cannot be reached within ten (10) Business Days, or such time as agreed by all Parties, the dispute will be escalated in accordance with Subsection 17(p)(ii) below.
  - (ii) All disputes arising out of or in connection with this contract, or in respect of any defined legal relationship associated herewith or derived therefrom, shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Alternative Dispute Resolution (ADR) Institute of British Columbia. The appointing authority shall be the ADR Institute of British

Columbia. The case shall be administered by the ADR Institute of British Columbia in accordance with its arbitration rules. The place of arbitration shall be Vancouver, or, if agreed to between the Parties, any other location in the province of British Columbia.

- (q) In the event that any particular provision or provisions of this Agreement is or are determined by a court of competent jurisdiction to be invalid, illegal or unenforceable such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included and this Agreement will not in any way be affected or impaired, unless as a result of any such determination this Agreement would fail in its essential purpose.
- (r) This Agreement (including any modification of it) states and comprises the entire agreement between the parties in connection with the subject matter of this Agreement and replaces any previous oral or written agreements between the Parties for the provision of Services. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express or implied between the parties other than expressly set forth in this Agreement.
- (s) This Agreement may be executed electronically, including through DocuSign and similar applications, in any number of counterparts (including counterparts by scanned or electronic signature), each of which will be deemed to be an original, but all of which shall constitute one and the same document. Delivery of a counterpart of this Agreement electronically (including by email, or over an electronic signature platform) will be for all purposes as effective as if the parties had delivered an original executed Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year first above written.

THE CITY OF MAPLE RIDGE  
in the presence of:



\_\_\_\_\_

Authorized Signatory

Manager Arts, Culture Events

Title:

\_\_\_\_\_

\_\_\_\_\_

Witness

April 29 2024

Date

Authorized Signatory

\_\_\_\_\_  
Title

**THE MAPLE RIDGE / PITT MEADOWS AGRICULTURAL ASSOCIATION**

in the presence of:

Tina Kirkpatrick

Tina Kirkpatrick (Apr 25, 2024 12:30 PDT)

Authorized Signatory

**Manager**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

**Apr 25, 2024**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Title

## Schedule "A" Association's Constitution

1. The name of the society is Maple Ridge/Pitt Meadows Agricultural Association.
2. The objectives of the society are :
  - a. Encourage the cultivation of the soil and the general development of all agricultural resources of the District, and to foster every branch of Mechanical and Household Arts calculated to increase the happiness of Home Life.
  - b. To host an annual Agricultural Fair.
  - c. To do everything incidental and necessary to promote and attain the foregoing objects throughout the Municipalities of Maple Ridge and Pitt Meadows.
3. The operations of the society will be carried on chiefly in the Municipalities of Maple Ridge and Pitt Meadows in the Province of British Columbia
4. The society shall be carried on without purpose of gain for its members and any profits or other accretions to the society shall be used for promoting its objectives.
5. In the event that the Association should at any time be wound up or dissolved, the remaining assets after payment of all debts and liabilities shall be turned over to recognized charitable organizations in the province or elsewhere in Canada as directed by the members.

As filed with the Registrar of Societies 12th March, 2014

## Schedule "B"

The strategic plan is in development by the Association and will be reviewed at renewal. Currently the Manager works off an operational project plan.

Schedule "C"

CITY REQUIREMENTS FOR GROUPS WITH WHOM THE CITY ENTERS INTO  
AN OPERATING AGREEMENT

That the group maintain its status as a registered society in good standing with the Provincial Registrar of Companies.

That the purposes of the Association listed in its Constitution encompass the programs and services for which the agreement is being entered into.

That the Association dissolution clause in its Constitution identify that the assets of the Association shall go to a recognized charitable organization in the province or elsewhere in Canada, ideally with similar purposes or to the appropriate local government authority upon dissolution of the Association.

That the Association's Bylaws provide for any resident of Maple Ridge of the appropriate age to become voting members of the organization at a reasonable annual cost.

That a detailed annual report of the programs and services provided to the community by the Association be provided to the City.

That the Association's Records are available to the City or its representatives for inspection at any time upon 24 hours' notice having been provided requesting such notice.

That any changes to the Constitution or Bylaws of the Association be provided to the City in advance of such changes being brought forward to the membership for consideration and adoption.

Schedule "D"  
Facility Shared Use

The Albion Fairgrounds is owned and maintained by the City of Maple Ridge. The Agricultural Association operates out of the Albion Fairgrounds with shared use of the space for the facilitation of Country Fest and Christmas Hamper.

Society's Responsibilities include:

- A. To obtain and keep current all permits and licenses required by law to be obtained to operate the Event;
- B. To obtain permits and permissions for the displaying of banners and signs on municipal, provincial, and federal lands.
- C. To provide nominal parking (as agreed upon by the 2 parties) and public access to the playground, spray park and courts at Albion Sports Complex.
- D. To provide nominal parking (as agreed upon by the 2 parties) and access to members of the community garden.
- E. To manage and secure parking and site during Country Festival including visitor parking fees, food trucks, and midway.
- F. To secure and lock all facilities within the area of responsibility, which are provided with locks, including any gates.
- G. To conduct safety inspections (as applicable) during the events of all site amenities and facilities including the washroom facilities, picnic gazebo, structures, bridges, and pathways.
- H. To check park grounds and facilities at such times and at such places with the intent of minimizing vandalism and to co-operate with the Royal Canadian Mounted Police and employees of the City in their efforts to secure the site.
- I. To provide all tools and equipment required to complete all maintenance tasks on Society equipment/amenities (that is outside this agreement and not the responsibility of the City). All maintenance equipment costs shall be borne by the Society.
- J. To provide and manage picnic tables (or seating areas) and fencing as required.
- K. To clean and remove all trash, litter, and debris from all facilities used for the Event by the end of the 2<sup>nd</sup> Friday following the event including but not limited to hog fuel/wood waste and hay.
- L. To supply dumpsters for the disposal of debris created by the Society and its associated activities.
- M. To collaborate and communicate with City.
- N. To follow the City Special Event Permit process and provide the City with an Event Site Map indicating (at minimum) the following:
  - a. Water needs.
  - b. Power/Electrical needs.
  - c. Vehicles/Tent and other structures locations.
  - d. Parking Plan and traffic control plan as appropriate

City Responsibilities include:

- A. To audit building(s) before and after the use of a third-party seasonal rental and oversee the removal of signage if applicable.
- B. To provide a concentrated effort of Park maintenance prior to the event which would regularly be scheduled throughout the season. The Society will be responsible for any additional expenses beyond this agreement requested by the Society and incurred by the City outside of base maintenance and labour of the City space.
- C. To inspect detention ponds prior to the event which would regularly be scheduled throughout the season. The Society will be responsible for any additional expenses requested by the Society and incurred by the City beyond base maintenance and labour of the City space.
- D. To reserve the following facilities for the days leading up to and during the Country Fest weekend:

Location	Facility	Dates	Times
Albion Fairgrounds & Park	Beef Barn	3rd Thursday in June - 1st Friday after the event	12:00 AM - 11:45 PM
	Whole Fairgrounds* <i>*Beef Barn, Swine Barn, Dairy Barn, Camping on Grounds, Commercial Barn, Display Barn, Exhibition Barn, Kitchen, Picnic Area, Rings 1-4, Gravel Parking, Grounds Only, Overflow Parking, Riding Ring, Stables, Stage</i>	1st Saturday of July – 1st Friday of August	12:00 AM - 11:45 PM
Albion Sports Complex	Field #7	Thursday before event	12:00 AM - 11:45 PM
	Field #8	Thursday before event	12:00 AM - 11:45 PM
	All Fields (1-8)	Friday - Sunday of event weekend	12:00 AM - 11:45 PM
	All Weather Field - Bootcamp	Friday - Sunday of event weekend	12:00 AM - 11:45 PM
	Parking Lot	Friday - Sunday of event weekend	12:00 AM - 11:45 PM
	Beach Volleyball #1	Friday - Sunday of event weekend	12:00 AM - 11:45 PM
	Beach Volleyball #2	Friday - Sunday of event weekend	12:00 AM - 11:45 PM
	Beach Volleyball #3	Friday - Sunday of event weekend	12:00 AM - 11:45 PM
	Beach Volleyball #4	Friday - Sunday of event weekend	12:00 AM - 11:45 PM
	Picnic Shelter	Wednesday - Sunday of event weekend	12:00 AM - 11:45 PM
Curling Rink - GEWC	Banquet Room	Tuesday before event - Monday after event	12:00 AM - 11:45 PM
	Concession	Tuesday before event - Monday after event	12:00 AM - 11:45 PM
	GEWC Parking	Tuesday before event - Monday after event	12:00 AM - 11:45 PM
	Lobby	Tuesday before event - Monday after event	12:00 AM - 11:45 PM
	Dry Floor	Wednesday before event - Wednesday after event	12:00 AM - 11:45 PM

Planet Ice	Cam Neely Dry Floor	Wednesday before event - Wednesday after event	12:00 AM - 11:45 PM
	Planet Ice Meeting Room	Friday of event weekend	6:00 PM - 11:45 PM
		Saturday & Sunday of event weekend	12:00 AM - 11:45 PM
Dog Park	Designated dog park area	Friday, Saturday, and Sunday of Country Fest weekend.	12:00 AM - 11:45 PM

- E. To provide the Society troubleshooting support leading up the event including drainage, arena management, power supply, dust maintenance, and facility/park use.
- F. To schedule the City Caretaker to be available during the 2 day event period. We will:
  - o Ensure buildings are clean (Exhibit Building, Commercial Building, kitchen, stage and show rings 1, 2 & 3).
  - o Ensure maintenance shed is stocked with kitchen and washroom supplies.
  - o Ensure contact name and phone number is shared.
  - o Be available for inquires or emergencies.
- G. To provide storage at no charge for the Society throughout the year for the production of Christmas Hamper and Country Fest. The Society will use the following buildings for shared storage with the City:
  - o Big Dairy building.
  - o Sheep Barn
  - o Swine Barn
- H. To provide space for the existing trailer to act as an Office for Society at no cost. The Society will be responsible for all utility costs and all additional expenses operating the office at the Fairgrounds.
- I. To maintain the kitchen building with one operating fridge, one operating stove, one operating sink, and usable counter space consistent to Halls of similar age and function.







# Ag Ass Agreement Apr 2024

Final Audit Report

2024-04-25

Created:	2024-04-23
By:	Russ Brummer (rbrummer@mapleridge.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAC7r50qxWqPITpGhQVowSU5FxAtvADJVU

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-  Document created by Russ Brummer (rbrummer@mapleridge.ca)  
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-  Email viewed by tina@mrpmcountryfest.com  
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-  Signer tina@mrpmcountryfest.com entered name at signing as Tina Kirkpatrick  
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-  Document e-signed by Tina Kirkpatrick (tina@mrpmcountryfest.com)  
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