

AGREEMENT AMONG PARTNERS

THIS AGREEMENT WAS MADE THIS ____TH DAY OF _____, A.D., 2012.

BETWEEN

TOWN OF TEULON

PARTY OF THE FIRST PART

AND

RM OF ROCKWOOD

PARTY OF THE SECOND PART

AND

INTERLAKE SCHOOL DIVISION

PARTY OF THE THIRD PART

WHEREAS the elected officers of the parties hereto have opted in favor of the By-Law for the establishment of the Teulon-Rockwood Recreation Commission.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. That the parties of the 1st and 2nd part shall provide a financial contribution towards the operation of the Commission as mutually agreed upon, such contribution to be paid no later than June 30.
2. That no expenditure shall be made which is not provided for in the annual budget of the Commission as approved by Councils.
3. That the Interlake School Division do not contribute financially, but will make their facilities available under the existing "Community Use of Schools" policy and/or the Joint use agreement with preference being given as follows:
 - a) First priority: School activities
 - b) Second priority: recreation commission activities
 - c) Third priority: Other community use activities
4. That if the Commission realizes a surplus, the Commission shall carry over the surplus to the next fiscal year. The municipalities will not fund a deficit.
5. That the Commission shall allocate the monies from municipal levels and from government grants to the recreation district provided, however, any donation or gift accepted by the Commission shall be expended and allocated in accordance with the wishes of the donor thereof.
6. That:
 - a) The Commission shall be composed of the following representatives appointed by resolution:
 - Rural Municipality of Rockwood: 1 representative
 - Town of Teulon: 1 representative
 - School Division: 1 representative
 - Community members at large: 6 representatives with 3 appointed by the R.M. of Rockwood and 3 by the Town of Teulon.

- b) The Commission shall elect from the membership a chairperson and such other officers as it deems necessary.
 - c) The chairperson and secretary shall hold their offices for a one-year period and may be reappointed.
 - d) Where the secretary is absent or unable to act, the Commission shall appoint an acting secretary.
7. The Town of Teulon shall act as Treasurer for the first year of operation of the Commission. This will be reviewed after that time.
 8. That a quorum for the Commission's meetings shall be made up of 50% of the appointed representatives, one of which shall be council representatives.
 9. That members of the Commission shall hold office for a two-year term from the first day of January in the year in which they were appointed. Every member of the Commission shall continue in their office until their successor is appointed. Members may be reappointed by the council.
 10. That in the event that a member vacates a position prior to the expiry date of their appointment, the member appointed to fill the vacancy shall hold office for the remainder of the unexpired term. Vacancy shall be filled by a member from the same jurisdiction in order to maintain that jurisdiction's representation.
 11. That the Commission shall elect from its membership a chairperson and such other officers as it deems necessary. Officers' elections would be held on a yearly basis with terms beginning January 1st.
 12. That the Commission shall hold ten (10) meetings per year and others will be held as necessary at the call of the chairperson.
 13. That the Commission shall serve without remuneration, but each member shall be entitled to receive their actual disbursements for expenses incurred while on Commission business as directed by the Commission.
 14. That the Commission adopt rules and regulations governing its procedure, provided such rules and regulations are not inconsistent with the provisions of The Municipal Act, any act of the Legislature of the Province of Manitoba or any By-law of the Municipal Corporations.
 15. That the Commission shall encourage and/or initiate a public recreation program which shall include physical and social recreation, cultural, artistic and group recreation, intellectual recreation and audience entertainment, continually striving to meet the recreation needs of the community.
 16. That the Commission shall ensure there is adequate liability insurance coverage to cover any accidents occurring within the boundaries of any recreation facilities/services deemed under the control of the Commission.
 17. That the Commission shall prepare an annual budget to be presented to each participating partners by January 31, in each and every year.
 18. That the Commission shall have the books audited annually by the Municipal Auditors and submit audited financial statements to each participating partners in each and every year in keeping with the Municipal Act.
 19. That the Teulon and District Agricultural Society has a special relationship with the Teulon-Rockwood Arena in which the Agricultural Society may use the Arena for their events at no cost.
 20. That:

- a) No member of the Commission or member of the Council shall have any contract with the Commission, or have any pecuniary interest, directly or indirectly, in any contracts or work relating to the Commission, its activities or its property.
 - b) No person shall be deemed to have any contract or any pecuniary interest by reasons of being a shareholder in an incorporated company having dealings or contracts with the Commission.
21. That all orders and proceedings of the Commission shall be recorded, and shall be signed by the Chairperson and Secretary.
22. That the Commission shall have authority to hire staff based on a majority vote.
23. That the Recreation Director shall be directly responsible to the Commission.
24. That the terms of this agreement shall be for a period of three years, at which time, if no notice has been given, the term shall be extended automatically for a further period of three years.
25. That any party of this agreement may terminate the agreement by giving notice in writing of the proposed termination at least six (6) months prior to December 31st.

TOWN OF TEULON

PARTY OF THE FIRST PART

MAYOR

MUNICIPAL ADMINISTRATOR

RM OF ROCKWOOD

PARTY OF THE SECOND PART

REEVE

MUNICIPAL ADMINISTRATOR

SCHOOL DIVISION

PARTY OF THE THIRD PART

SCHOOL DIV./ DISTRICT CHAIR

TREASURER