

DATE: September 4, 2019**FILE:** 1700-02/2020/550**TO:** Chair and Directors
Committee of the Whole**FROM:** Russell Dyson
Chief Administrative OfficerSupported by Russell Dyson
Chief Administrative Officer*R. Dyson***RE: Vancouver Island North Film Commission
Annual Grant Contribution Agreement****Purpose**

To provide information regarding a new five-year contribution agreement between the Comox Valley Regional District (CVRD) and Vancouver Island North Film Commission also known as INFilm.

Recommendation from the Chief Administrative Officer:

THAT the new five-year contribution agreement (2019 to 2024) for an annual unconditional grant of \$20,000 between the Comox Valley Regional District and the Vancouver Island North Film Commission, attached as Appendix A to this staff report dated September 4, 2019, be approved;

AND FURTHER THAT the Chair and Corporate Officer be authorized to execute the agreement.

Executive Summary

- Under the Comox Valley Economic Development service, function 550, an annual unconditional grant of \$15,000 has been provided to the Vancouver Island North Film Commission.
- The contribution provided to INFilm in 2019 was approved as part of the 2019 – 2023 financial plan.
- The current contribution agreement between the CVRD and Vancouver Island North Film Commission has been in place since 2014 and expired on July 31st, 2019.
- Joan Miller, Film Commissioner attended the June 11, 2019 Committee of the Whole meeting to provide an update on INFilm's activities and projects.
- The Vancouver Island North Film Commission has requested a new five-year contribution agreement with the CVRD, with an increase in the yearly funding from \$15,000 to \$20,000.
- If the CVRD Board approves a new five agreement, it will be reflected in the upcoming proposed 2020 – 2024 financial plan.

Prepared by:

S. Smith

Scott Smith, RPP, MCIP
General Manager of Planning and
Development Services Branch

Concurrence:

K. Douville

Kevin Douville, B.Comm
Manager of Financial Planning

Stakeholder Distribution (Upon Agenda Publication)

Vancouver Island North Film Commission	✓
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Background/Current Situation

The most recent five-year contribution agreement between the CVRD and Vancouver Island North Film Commission (INFilm) was in place since 2014 and expired on July 31, 2019. The Vancouver Island North Film Commission is a not-for-profit organization with a vision statement to create a vibrant local and regional film and new media industry, complete with training, infrastructure and facilities. Joan Miller, Film Commissioner attended the June 11, 2019 Committee of the Whole meeting to provide an update on the Film Commission activities and projects.

Policy Analysis

The Vancouver Island North Film Commission has requested a new five-year contribution agreement with the CVRD, with an increase in the yearly funding from \$15,000 to \$20,000.

Options

The board has the following options:

1. To approve a new five-year contribution agreement between the CVRD and the Vancouver Island North Film Commission with the requested funding increase to \$20,000 per year.
2. To approve a new five-year contribution agreement between the CVRD and the Vancouver Island North Film Commission at the previous funding level of \$15,000 per year.
3. To cease contributing to the Vancouver Island North Film Commission.

Staff recommends Option 1.

Financial Factors

Under the Comox Valley Economic Development service, function 550, an annual unconditional grant of \$15,000 has been provided to INfilm by the CVRD. The contribution provided in 2019 was approved as part of the 2019 – 2023 financial plan. The current contribution agreement between the CVRD and INFilm expired on July 31, 2019. If the CVRD Board approves a new five-year agreement, it will be reflected in the upcoming proposed 2020 – 2024 financial plan.

INFilm received funding from the following sources in 2019:

City of Campbell River	\$50,000
Comox Valley Regional District	\$15,000
Alberni-Clayoquot Regional District	\$7,500
Regional District of Nanaimo	\$50,000
Regional District of Mount Waddington	\$3,000
Province of British Columbia	\$40,000
Total	\$165,000

Legal Factors

A new five-year contribution agreement between the Comox Valley Regional District and the Vancouver Island North Film Commission is attached as Appendix A.

Regional Growth Strategy Implications

A healthy, strong and diverse local economy is one of the cornerstones of more sustainable and complete communities and is support in the Comox Valley Regional Growth Strategy.

Intergovernmental Factors

The six (6) local governments indicated above in conjunction with the Province of British Columbia contribute funding to INFilm.

Interdepartmental Involvement

The Manager of Financial Planning assisted in the preparation of the new contribution agreement.

Citizen/Public Relations

No citizen/public relations are required for a new contribution agreement between the CVRD and INFilm.

Attachments: Appendix A – “Contribution Agreement between the Comox Valley Regional District and the Vancouver Island North Film Commission”

CONTRIBUTION AGREEMENT

This agreement made this _____ day of _____ 20__

BETWEEN:

COMOX VALLEY REGIONAL DISTRICT

600 Comox Road
Courtenay, BC V9N 3P6

(the "CVRD")
OF THE FIRST PART

AND:

VANCOUVER ISLAND NORTH FILM COMMISSION

100 -401 11th Avenue
Campbell River, BC V9W 4G2

(the "Commission")
OF THE SECOND PART

This agreement between the parties provides for an annual contribution towards the operations of the Vancouver Island North Film Commission.

WHEREAS

- A. The CVRD has the authority, under section 263(1) of the Local Government Act to make agreements respecting the provision of services;
- B. The CVRD has agreed to provide annual funding to the Commission for the purpose of regional economic development specific to the attraction and facilitation of the film and new media industry.

NOW in consideration of the premises, the terms and conditions hereinafter contained, and other good and valuable consideration, the CVRD and the Commission covenant and agree each with the other as follows:

1. FUNDING

Subject to the terms and conditions of this agreement, the CVRD will provide funds to the Commission not exceeding \$20,000 for each calendar year during the term of this agreement.

2. PAYMENT OF FUNDING

The annual contribution to be paid by the CVRD will be paid to the Commission by August 15th in each year of the Term, commencing on August 15, 2020.

3. TERM

The term of this agreement is from the 1st day of August 2019 to the 31st day of July 2024 (the Term) unless sooner terminated in accordance with the provisions of this agreement.

4. ELIGIBLE EXPENDITURES

The amount of the contribution shall only be applied in respect of expenditures directly related to the operation of programs through the Commission. Each year on or before January 31st, an annual summary report is to be provided that outlines the Commission's past year's activities that resulted in benefits to the Comox Valley.

5. ACCOUNTING RECORDS

The Commission must maintain accurate books and records of account supporting expenditures in accordance with generally accepted accounting principles and will provide access to such books and records if so requested by the CVRD.

6. BUDGETING

The CVRD may pay all or part of the annual funding under this agreement as set out in the CVRD's financial plan, as adopted by the CVRD board.

7. NO PARTNERSHIP, JOINT VENTURE OR AGENCY

This agreement shall not be construed as creating any partnership, principal—agent, joint venture or other similar relationship between the parties. All rights, duties, obligations and liabilities of the parties hereunder shall be separate, individual and several and not joint or joint and several. No party shall have any authority to act for or to assume any obligations or responsibilities on behalf of the other.

8. INDEMNITY

The Commission hereby agrees to indemnify and save harmless the CVRD, its officers, employees, elected officials and agents against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the negligent acts, errors or omissions of, or breach of this agreement by, the Commission, its servants, agents, sub—contractors or sub— operators, in providing the services, excepting always liability arising solely out of the negligent act or omission of the CVRD.

9. NOTICE

It is hereby mutually agreed that any notice required to be given under this agreement will be deemed to be sufficient given:

- (a) If delivered at the time of delivery; and
- (b) If mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

If to the CVRD:

770 Harmston Avenue, Courtenay BC V9N 2X6

If to the Commission:

100-401 11th Avenue, Campbell River BC V9W 4G2

- (c) If sent by electronic mail to the email addresses provided by the parties from time to time.

10. TERMINATION

Either party reserves the right to cancel all or any part of this agreement for any reason by providing notice to the other, in writing, no less than thirty days prior to the proposed cancellation. Such notice shall not result in any penalty or other charges to the other party.

11. ASSIGNMENT

Neither party may assign its rights and/or obligations under this agreement without the other party's prior written consent.

12. MODIFICATION

No waiver, modification or amendment of any of the provisions of this agreement shall be binding unless it is in writing and signed by the duly authorized representatives of both parties

13. HEADINGS

Section and paragraph headings are inserted for identification purposes only and do not form a part of the agreement.

14. LANGUAGE

Wherever the singular, masculine and neuter are used throughout this agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

15. LAW APPLICABLE

This agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

The parties hereto agree to the terms and conditions of this agreement as of the date above first written

COMOX VALLEY REGIONAL DISTRICT

Bob Wells
Chair

James Warren
Corporate Legislative Officer

VANCOUVER ISLAND NORTH FILM COMMISSION

Name and Title

Signature