

# **PARTNERSHIP AGREEMENT**

KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC  
BRANCH #129

and the

DISTRICT OF KITIMAT

USE OF SNOWFLAKE SENIORS CENTRE

located at

658 COLUMBIA, RIVERLODGE RECREATION CENTRE

A senior citizen facility for  
Seniors' programs, services  
and advocacy for seniors

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## **BACKGROUND**

Kitimat Senior Citizens' Association of BC Branch #129 started some time in the 1970s with Recreation Department staff (Margo Hayes, Programmer, Barb Neraasen, Chief Clerk, Joe Iannarelli, Director of Recreation) meeting with the group in Feb 1980 in the lower activity area of the Anglican Church on Kingfisher. At the time the Chartered Members were Chrissie Ross, Sid Ross, Roy Jones, Irene Campbell, Mary Gammell, Agnus LaMarsh, Elizabeth McLean, Renee Stewart, Josephine Sirotney, Anna Blum, Maria Kaldenhoven, Cecil Stockman and Helen Pilla. The seniors over the next 10 years used a number of homes or called a number of places home: Riverlodge Recreation Center Activity Room, Tamitik Meeting Room, Kiwanis Senior Home and settling from 1990 to 2003 at City Centre Mall which provided wonderful opportunities for those years and in the summer of 2003 it moved to 654 Columbia one of the original Alcan bunkhouses where some of the seniors such as Jim Linton lived.

In the summer of 2003 City Centre Mall required space occupied by the Seniors and an inquiry was made to the District of Kitimat if there possibility for a permanent exclusive area. On July 3, 2003 the Kitimat Senior Citizens' Association (KSCA) Building Committee met with Recreation Administration to request information on the possibility of locating within the municipal facilities by September 1, 2003. The Recreation Administration offered possibilities, but indicated further investigation would require authorization from Council.

After Council's conditional approval was received and the KSCA Building Committee's approval received permission from their directors, a meeting was held on July 8, 2003 at which it was agreed that the seniors would relocate to Riverlodge.

The original location chosen was the Riverlodge Arts Wing, but over the next two weeks; and after numerous meetings with staff, the (KSCA) Building Committee was offered the Coquitlam Room (Bunkhouse) with expansion into the Youth Centre. Over the next 21 days 16 meetings were held with users, staff, (KSCA) Building Committee and Council to ensure all understood the objectives, that needs of those adjusting were met, that the seniors were comfortable and their expectations were being met. As this was happening the KSCA Executive and the Recreation Staff were having internal meetings to bring back solid information to the table. While the Recreation Staff was working on the move they were operating their regular programs and preparing for fall programs. By the end of July everyone was comfortable with what was to happen. At this point decisions were made on what the KSCA Executive were prepared to do and what the Recreation Department would accomplish. It was agreed that the Recreation Department would be responsible for:

- Moving offices, storage and childminding from the area.
- Provide contracts for demolition of area, electrical, carpentry and gyproc needs.
- Necessary supplies to remove posts from room.

The KSCA Executive would be responsible for:

- Manufacture/installation of bracing of roof rafters (designed by Miles Bode and engineering stamp by Lapointe Engineering). This was key to the final outcome. Manufacturing and installation team was lead by Horst Klepsch and Leo Sabourin.
- Interior painting.
- Miscellaneous carpentry, shelves, cupboards, etc.
- Interior finishing, carpets, window coverings and necessary furniture.
- Development and supply of kitchen.

The technical part was managed by Max Cheyne.

Towards the end of July contracts were developed for demolition of the interior, electrical work, carpentry and gyproc. Work was to be staged just after summer programs were complete. Timing of work and availability of trades people were difficult to coordinate as Kitimat Youth Centre Summer Students did not finish until August 15, 2003. With the help of Steve Lawson, Purchaser, the contracts had a short turn-around period and demolition commenced on August 16<sup>th</sup>.

The weekend before demolition Horst Klepsch and Leo Sabourin commenced improvements of the rafters by manufacturing plywood and working in the evenings while the summer students worked in the daytime.

Darren Hedberg of Hedberg Construction and Vito Couto of Couto Electric were awarded the contracts and met the objectives. Though the project was not completed by the goal date of September 1, 2003, the seniors were in place with all furnishings by September 15<sup>th</sup>.

As the above was happening at Riverlodge the seniors were moving from the mall and storing all their furnishings in the Youth Centre. The seniors coordinated the rebuilding of the kitchen and installation of new and previously owned equipment, cupboards, exhaust fans, shelving, carpet installation and finally moving furniture, for the second time, from the Youth Centre to the final resting place in the Seniors' Snowflake Centre. The move and renovations were all completed by September 20, 2003.

The success of the project was due to efforts of the following:

**Kitimat Senior Citizens' Association  
of BC Branch #129**

Ruth Hanson, President  
Leo Sabourin, 1<sup>st</sup> Vice Pres.  
Frank Da Silveira, 2<sup>nd</sup> Vice Pres.  
Lloyd Striker, Treasurer  
Barb Neraasen, Secretary  
Directors: Elsie Egan, Eylene Craven,  
Alex Gueguen

**Mayor and Council**

Mayor Wozney  
Graham Anderson  
Linda Campbell  
Bob Corless  
Mario Feldhoff  
Gerd Gottschling  
Joanne Monaghan

**Advisory Recreation Commission**

Bob Irwin, Chair

**Seniors' Building Committee**

Dorothy Cheyne, Chair  
Leo Sabourin  
Horst Klepsch  
Dan Seminuk  
Maxwell Cheyne  
Al Egan  
Alex Gueguen  
Barb Neraasen, Secretary

**District of Kitimat Administration**

Trafford Hall, Municipal Manager  
Joe Iannarelli, Director of Recreation  
Martin Gould, Tamitik Supervisor  
Sharon Astle, Riverlodge Administration  
Audrey Runions, Recreation Attendant II  
Cory Boguski, Workshop Coordinator  
Kelli Dionne, Programmer  
Andrea Webb, Youth Centre Coordinator  
Barb Haun, Clerk Typist II

Over the next year a formal partnership agreement was put in place and signed in January 2005.

Since the signing of the original agreement in 2005, the Kitimat Senior Citizens' Association of BC Branch #129 and the District of Kitimat Leisure Services Department have worked together to on improvements to the Snowflake Seniors' Centre (e.g. outdoor fitness equipment, sundeck, improved accessibility options, horseshoe pitch), grant writing efforts, age friendly programming (e.g. Seniors conferences, specialized

seniors fitness programs, pickle ball, carpet bowling tournaments), Age Friendly Committee and support for the Snowflake Seniors' Centre Programmer.

From the 1970's thru today, the Kitimat Senior Citizens' Association of BC Branch #129 and the District of Kitimat have worked together to improve opportunities for seniors in Kitimat. The partnership agreement between the District of Kitimat and the Kitimat Senior Citizens' Association of BC Branch #129, as an extension of that work, has been successful for both organizations and the residents of Kitimat. With the re-signing of the partnership in 2019, both the Kitimat Senior Citizens' Association of BC Branch #129 and the District of Kitimat look forward to continued success as they meet the needs of Kitimat seniors together.

### **PURPOSE OF AGREEMENT**

To provide a secure independent facility for senior citizens of Kitimat to enjoy social and physical opportunities at an affordable price for all who choose to participate on an ongoing basis for programs, services and advocacy.

**PARTNERSHIP AGREEMENT  
DISTRICT OF KITIMAT  
and  
KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC  
BRANCH #129**

1. That the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 (KSCA) agrees to maintain the area previously known as the Coquitlam Room of the Bunkhouse, called the Snowflake Seniors' Centre, located at 658 Columbia Avenue at Riverlodge Recreation Centre, for a total of 2,484<sup>sq</sup> to operate, manage, maintain the interior and any outside areas agreed upon, develop the recreation facility and promote programming, provide services and advocate for seniors in the DISTRICT OF KITIMAT and KITAMAAT VILLAGE.
2. The term of the agreement to be:
  - a. Five (5) years, January 01, 2019 to December 31, 2023 and subject to the following separate renewals by mutual agreement upon each expiry:
    - i. Five (5) years, January 01, 2024 to December 31, 2028
    - ii. Five (5) years, January 01, 2029 to December 31, 2033
    - iii. On expiry of above dates the contract will be month to month with a minimum of 6 months notice of eviction notwithstanding item number 10 of the Contract Operation Procedures.
    - iv. The goal will be to negotiate an extension of the contract.
  - b. That on capital expenditures by the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 in excess of \$315,000 (in 2019 dollars subject to BC Consumer Index increases) of Seniors' funds within a single agreed upon project with the DISTRICT OF KITIMAT, exclusive of all other funding, in the year of substantial completion and notice by an independent engineer, the agreement will roll back to 2.a., first of a 5 year program, and then roll over to 2.a.i for a further 3 year program and then to 2.a.ii..
  - c. Annual rental fee will be \$5.<sup>00</sup> to be paid by the 31<sup>st</sup> day of December.
3. **KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129** to advise the DISTRICT OF KITIMAT Leisure Services Department of major activities, maintain contact with Administration Centre to minimize conflict with activities at Riverlodge Recreation Centre Complex, and have knowledge of ~~Recreation~~ Leisure Services Department Programs within the complex.
4. a. As owners of the Riverlodge Recreation Centre the DISTRICT OF KITIMAT will, at fee of \$5.<sup>00</sup> annually, provide 2,484 sq. feet of space and be responsible for:
  - i. Existing outside landscaping
  - ii. Walkways and parking lot
  - iii. Snow removal at priority set by Council as it pertains to the Riverlodge Recreation Centre
  - iv. Exterior walls as presently built or any negotiated expansion of exterior walls
  - v. Water and sewer system to entrance to Seniors Centre
  - vi. Roofing system
  - vii. Electrical and heating system and cost of operating
  - viii. Window frame replacement
  - ix. Exterior door frame replacement

- x. Professionally clean all carpets, once every two (2) in exchange for use of the Seniors Centre for the Annual Craft Fairs or other Community Events.
  - xi. Outdoor fitness equipment
  - xii. Front entrance awning electrical systems
- b. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129, as occupiers of the Snowflake Seniors' Centre, are responsible for all costs associated with maintenance of the interior of the Snowflake Seniors' Centre including such items as paint, carpet, to repair any damage to kitchen equipment, furniture, water and sewer system (once any blockage enters sewer system related to the Snowflake Seniors' Centre the Seniors' Centre will be responsible), ongoing maintenance of all doors and windows.
- c. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129, as occupiers of the Snowflake Seniors' Centre, are responsible for all costs associated with maintenance, replacement or removal of:
- Sundeck
  - Sundeck entrance automated accessible door mechanism
  - Sundeck Awning
  - Sundeck storage shed
  - Main entrance automated accessible door mechanism
  - Main entrance awning (except for related electrical systems)
  - Horseshoe Pitch Area
- If the above noted items are not maintained by the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 and they fall into a state of disrepair; the DISTRICT OF KITIMAT, at their option, upon notification to the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129, may dismantle and remove or repair the improvements and additions. Further, all costs associated with dismantling and removal or repair of the items and all costs will be borne by the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129.
- d. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129, as occupiers of the Snowflake Seniors' Centre, will endeavor to undertake and promote "Green" environmental initiatives e.g. bottle recycling, water conservation, paper and cardboard recycling, reduction of one use coffee cups etc.
- e. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129, as occupiers of the Snowflake Seniors' Centre, will endeavor to undertake and promote "Inclusion" regarding persons with disabilities e.g. building access, special programs etc.
5. DISTRICT OF KITIMAT will provide access to Riverlodge Recreation Centre's main building, Tamitik Jubilee Sports Complex, Riverlodge sports fields and Radley Park/Hirsch Creek covered areas in the following manner:
- a. Public programs under terms as set by Leisure Services Department Fee Schedule.
  - b. Strength Training Room at fee as set by Leisure Services Department Fee Schedule.
  - c. Rooms at no fee for seniors programs organized through the Snowflake Seniors' Centre, according to the following priority:
    - i. Leisure Services program use

- ii. Commercial rentals
  - iii. Private rentals
  - iv. School Board use, school days 8:30 am – 3:30 pm and graduation ceremonies for Kitimat City High and MESS
  - v. Seniors organized programs (Note: This is not intended for use for private bookings)
- d. DISTRICT OF KITIMAT can, at any time, cancel programs without obligation.
6. System of access for information to be produced in Leisure Services Department brochure at no fee as in the past.  
Regular Programs: Provide information to Riverlodge Administration Coordinator
- a. Fall/Winter/Spring by June 1<sup>st</sup>
  - b. Winter/Spring by Nov. 1<sup>st</sup>
  - c. Spring by Feb. 1<sup>st</sup>
  - d. DISTRICT OF KITIMAT can, at any time, cancel production of brochures without obligation.
7. Leisure Services Department can cancel program/room rental with 7 days notice.

#### **CONTRACT OPERATION PROCEDURES**

8. Prior to December 31 of each year KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 will provide the DISTRICT OF KITIMAT with:
- a. List of executives along with their address, phone & email address.
  - b. Copy of liability insurance coversheet with minimum \$5,000,000 indemnifying the DISTRICT OF KITIMAT and indicate that insuring company will advise the DISTRICT OF KITIMAT if policy lapses or is cancelled.
  - c. Copy of fire insurance policy cover sheet with replacement value and indicating that insurance company will advise the DISTRICT OF KITIMAT if policy lapses or if it is cancelled.
9. KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 will be responsible for ensuring that:
- a. All seniors in Kitimat and Kitimaat Village have an opportunity to use Snowflake Seniors' Centre once membership is obtained, providing the person abides by the rules and regulations of the Snowflake Seniors' Centre and Riverlodge Recreation Centre.
  - b. A copy of the annual visits list is provided to the Riverlodge Administration Centre by the 5<sup>th</sup> working day of January each year.
10. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 may notify the DISTRICT OF KITIMAT with six months' notice, via registered mail, addressed to the District of Kitimat Chief Administrative Officer, DISTRICT OF KITIMAT, 270 City Centre, Kitimat, BC, V8C 2H7, that the Agreement will be terminated. However, the DISTRICT OF KITIMAT may, via registered mail addressed to President, KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129, 658 Columbia Avenue, Kitimat, BC, V8C 1V5, terminate the agreement only with just cause if the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 does not meet the terms of the agreement.



11. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 agrees to maintain, promote, use, preserve and develop the Senior Facility for the purpose of programs, services and advocacy and outside areas as agreed upon such as:
  - gardens
  - sports area e.g. bocce and horseshoe pitch
12. Capital Project Grant Funding - Council 1/3 Funding.  
The Community Grant Policy of the day will be followed as set out by Mayor and Council.
13. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 agrees that they will not perform any acts or carry on any practice which will injure the facility or lands, other than use as intended, or be a nuisance or menace to others who use the area.
14. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 will not allow any refuse, garbage, or other loose or objectionable material to accumulate in or about the area and will deposit same in designated areas and will at all times keep the centre in a clean and wholesome condition.
15. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 when using grounds and outside area of Riverlodge Recreation Centre will maintain land, building and equipment or anything located on the site in a neat and tidy manner.
16. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 will not make any alterations to site, nor erect any permanent signs, structures or buildings on the land without previous consent in writing from the DISTRICT OF KITIMAT and obtaining the necessary approvals, licenses and permits.
17. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 will comply promptly with all laws, ordinances or regulations and lawful requirements relating to the use of the lands and buildings of the site, in particular those laws such as DISTRICT OF KITIMAT bylaws and building regulations.
18. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129, providing food service, agrees to abide by and comply with all bylaws, rules and regulations of the municipality and BC government legislation governing labour laws, sanitation and operation of food premises, or other authority which in any manner relates to or affects the food concession, and to indemnify and save harmless the DISTRICT OF KITIMAT from any costs, charges, or damages to which the DISTRICT OF KITIMAT may be put or suffer by reason of breach of any such bylaw, rule or regulation.
19. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 will indemnify, and save harmless the DISTRICT OF KITIMAT of and from all manner of actions or causes of actions, damages, loss, costs of expense which the DISTRICT OF KITIMAT may sustain, incur or may arise out of use or occupation of the lands or buildings by the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129, its members, servants or agents.

20.
  - a. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 covenants that if the premises shall be partially damaged by fire they will repair as speedily as possible. And further, the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 agrees that they will, at their own expense, maintain fire extinguishers on the premises according to fire regulations.
  - b. The DISTRICT OF KITIMAT shall not be liable for any injury and damage to any person or property on or in the area of KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 Snowflake Seniors' Centre, or damage caused by equipment or personnel relative to the Snowflake Seniors' Centre.
21. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 President or delegate will meet annually with the DISTRICT OF KITIMAT Leisure Services Department to discuss operational concerns and objectives to meet the needs of the senior community and the need to meet quality programs and services.
  - Service Clerk, Administration Desk - daily needs
  - Riverlodge Administration Coordinator - bi-annual meetings in January and May:
    - Agenda for January
      - Maintenance items for coming year
      - Room needs of Seniors, Riverlodge main building from May to August
      - Ongoing issues
    - Agenda for May
      - Room needs of Seniors, Riverlodge main building for September through March;
      - Ongoing issues
  - Director of Leisure Services - policy, major issues, projects (meet as required)
22. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 and the DISTRICT OF KITIMAT mutually agree that the Director of Leisure Services of the Municipality under control of Council shall be the representative of the Municipality directly charged with administration and supervision of this agreement. In the event of a difference of opinion over the interpretation or application of the provisions of this agreement the matter may be referred to the Leisure Services Advisory Commission for guidance, to the District of Kitimat Chief Administrative Officer and finally to the Municipal Council of the DISTRICT OF KITIMAT whose decision in the matter shall be final and binding.
23. Where the context makes it possible, the words 'DISTRICT OF KITIMAT' wherever they occur in this agreement, shall include the heirs, executors, administrators, and assigns of the DISTRICT OF KITIMAT, (and in the case of corporation, its successors and assigns), and the words 'KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129' shall include the heirs, executors and administrators of the lessee, (and in the case of corporations, its successors), and if the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 assigns this lease under consent from the DISTRICT OF KITIMAT provided, it shall also include the assigns of the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129.

24. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 shall give the DISTRICT OF KITIMAT prompt notice of any accident or abuse to the water or other pipes, the heating apparatus, electric light or other wires, and generally the said premises and anything connected with inside of the building, but, unless otherwise expressly provided, there shall be no obligation on the part of the DISTRICT OF KITIMAT to repair or make good any of such matters.
25. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 agrees that the DISTRICT OF KITIMAT has the right to enforce the right of forfeiture of the agreement on breach of any item, condition or agreement regardless of a previous waiver or neglect of not previously enforcing agreement with just cause.
26. The DISTRICT OF KITIMAT shall not be responsible for any change of condition affecting the complex, nor for any damage to the complex or to any person or to merchandise, goods, shelter, machinery or equipment contained at the complex, however caused.
27. The DISTRICT OF KITIMAT will not be responsible for any loss, damage or expense caused by any overflow or leakage of water inside of the building.
28. Any notice to be served hereunder shall be deemed to be sufficiently served upon the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129, if addressed and mailed by pre-paid post to the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129, 658 Columbia Avenue, Kitimat, B.C., V8C 1V5, and such notice shall be deemed to have been delivered to the KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 on the expiration of FORTY-EIGHT (48) hours after the mailing thereof.
29. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 shall not register this agreement in the Land Title Office.
30. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 shall at the Branch's discretion negotiate bi-annually with the Director of Leisure Services or his delegate for the use of the Snowflake Seniors' Centre for the fall and spring craft fairs. The KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129 will have the option to opt out of this agreement at the Branch's discretion.

IN WITNESS whereof the said parties hereto have duly executed these presents this \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord, two thousand and nineteen.

DISTRICT OF KITIMAT - THE CORPORATE SEAL OF THE DISTRICT OF KITIMAT  
was hereunto affixed in the presence of:

_____	_____
District of Kitimat - Mayor	Print Name
_____	_____
District of Kitimat Corporate Officer	Print Name

Signed, Sealed and Delivered at Kitimat, British Columbia  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of:

**THE KITIMAT SENIOR CITIZENS' ASSOCIATION OF BC BRANCH #129** by its  
authorized signatories:

_____	_____	_____
KSCA President	Print Name	Address
_____	_____	_____
KSCA Secretary	Print Name	Address
_____	_____	_____
KSCA Treasurer	Print Name	Address
_____	_____	_____
KSCA Director	Print Name	Address
_____	_____	_____
KSCA Director	Print Name	Address
_____	_____	_____
KSCA Director	Print Name	Address