

COMMUNITY INVESTMENT GRANT AGREEMENT

THIS AGREEMENT made this 30 day of October, 2015.

BETWEEN:

THE CITY OF REGINA
a city continued under *The Cities Act*, c. C-11.1, S. S. 2002
("the City")

- and -

REGINA PLAINS MUSEUM INC.
a body corporate registered under *The Non-Profit Corporations Act* in the City of Regina, in the
Province of Saskatchewan ("the MUSEUM")

WHEREAS the MUSEUM has requested that the City provide it with a grant to fund the development with a business plan and to allow it to remain open until December 31, 2015; and

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and MUSEUM agree and covenant as follows:

Grant Requirements

- 1 The City grants to the MUSEUM the sum of up to \$25,000.00 to be used for the development of a business plan, payable on the terms set out in this Agreement.
- 2 The City grants to the MUSEUM the sum of up to \$60,000 to be used to pay rent and the salary of its Executive Director up to December 31, 2015, payable on the terms as set out in this Agreement.
- 3 When this Agreement has been fully executed 50 percent of the grant allocation shall be released to the MUSEUM.
- 4 Upon presentation of the business plan and invoices evidencing an expenditure of \$25,000 or greater for the development of a business plan as described in this agreement, the City shall release the final 50 percent of the grant to the MUSEUM. If the total eligible expenditure is less than \$25,000 then the MUSEUM shall be eligible for a grant in that lesser amount.
- 5 Upon presentation of invoices, or other documentation acceptable to the City, evidencing an expenditure of \$60,000 or greater for rent at its current location and payment of the salary of its Executive Director at a rate no greater than the Executive Director's 2015 salary rate, the City shall release the final 50 percent of the grant to the MUSEUM. If the total eligible expenditure is less than \$60,000 then the MUSEUM shall be eligible for a grant in that lesser amount.

Engagement

- 6 MUSEUM shall engage a qualified consultant to develop a business plan for the Museum (the "Services").

- 7 The consultant shall at all times be engaged by the MUSEUM and the MUSEUM shall not be construed as acting as agent of the City and no employee of the MUSEUM shall be construed as acting as an employee or agent of the City. The MUSEUM shall indemnify and hold harmless the City from any claim or action for damage to or destruction of property, for compensation for injury or death of any person, or for any other claim, including any contractual claim, that is caused by or is attributable to the MUSEUM's performance of this agreement.

Terms and Conditions for Grant Funding

- 8 The following terms and conditions apply to the Grant funding:
- a) Expenses relating to the business plan must not provide additional core operation resources to the MUSEUM for 2015;
 - b) The business plan must explore options for the MUSEUM to sustainably execute its mandate within its current budget, its anticipated budget into 2016 and into the future;
 - c) The Regina Plains Museum must remain open to the public at its current location and its regular 2015 hours until December 31, 2015;
 - d) The City's funding may be used towards payment of the salary of the Museum's current Executive Director for the remainder of 2015. The City's contribution to the Executive Director's salary will be no greater than the rate of pay and average number of hours per week established from January to August 31, 2015; and
 - e) In addition to rent, the MUSEUM may use the funding to pay related monthly facility fees, including utility costs, routine maintenance costs and any property taxes payable, to December 31, 2015.

Project Completion Date

- 9 The MUSEUM agrees to have the business plan completed and provided to the City by December 31, 2015.

Reporting Requirements

- 10 Upon completion of the Services, the MUSEUM must provide documentation to the City to verify that the terms of this Agreement were met and that the funds were expended solely for the intended purpose, including a full cost accounting, acceptable to the City, as to how the funds were spent.

Return of Grant Money

- 11 The City reserves the right to demand at any time the return of any monies unexpended by the MUSEUM if the MUSEUM fails to observe, in the opinion of the City, the terms and conditions of this Agreement.

General

- 12 The Parties may by mutual consent determine and bring to an end the operation of this Agreement.
- 13 This Agreement constitutes the whole agreement between the Parties and shall not be amended other than in writing and executed by all Parties.
- 14 The preamble forms an integral part of this Agreement.

- 15 The acquiescence of one party to any breach of this Agreement by the other party will not operate as a waiver or estop the party not in breach from enforcing this Agreement against the other party.
- 16 The MUSEUM may not assign this Agreement in whole or in part without the express, written consent of the City, which consent may be within the City's sole discretion.

IN WITNESS WHEREOF the Parties hereto have caused their respective seals to be affixed the day and the date first above written as attested by the signatures of their proper officer duly authorized in that behalf.

THE CITY OF REGINA



(seal)

City Clerk

REGINA PLAINS MUSEUM INC.

(seal)

Rob DeGlan - President

Name and title (please print)

Signature Removed

Signature

SHARIL HILDRETH - EXECUTIVE DIRECTOR

Name and title (please print)

Signature Removed

Signature

* If the MUSEUM does not affix its corporate seal then the attached Affidavit of Corporate Signing Authority must be completed.