

Schedule A

AGREEMENT AMONG PARTNERS

THIS AGREEMENT WAS MADE THIS 14th DAY OF February, 2022.

BETWEEN:

MUNICIPALITY OF TWO BORDERS

-And-

TOWN OF MELITA

-And-

MUNICIPALITY OF BRENDA-WASKADA

WHEREAS all parties hereto have opted in favor of a By-Law for the establishment of the Southwest Recreation District.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. That the Councils appoint an elected representatives and an alternate to sit on the SRD.
2. If the operating budget provides for a municipal requirement, the partners shall pay the municipal requirement as identified in the SRD budget as approved by Council. Payment shall be made in two installments. 50% of the municipal contribution will be made by April 30 and the remaining 50% by August 31.
3. If the SRD realizes a surplus, the SRD shall carry over the surplus to the next fiscal year.
4. That the partners collaborate to appoint six district members at large to sit on the SRD.
5. That the terms of this agreement shall be for a period of one year, at which time, if no notice has been given, the term shall be extended automatically for a further period of one year.
6. That any party to this agreement may terminate the agreement by giving notice in writing of the proposed termination at least six (6) months prior to December 31st.
7. That the "Terms of Reference" define the roles and responsibilities of the SRD.

TERMS OF REFERENCE

Definitions

- a) "SRD" means the Southwest Recreation District established by this Agreement;
- b) "District" refers to programs, facilities and services offered in the Town of Melita and Municipality of Two Borders;
- c) "Enns Brothers Place" means the arena, pool, multi-purpose gym, fitness area, golf simulator and meeting space;
- d) "Fitness Centres" refers to the Melita Fitness Centre and the Pierson Fitness Centre;
- e) "Recreation programs" means programs and special events offered by the SRD and;
- f) "Recreation services" provided to groups, organizations and individuals by the SRD including but not limited to support, guidance and grants and resource information;
- g) "Council" means the Council of the any of the municipal partners (Municipality of Two Borders, Town of Melita and the Municipality of Brenda-Waskada);
- h) "Councillor" means a member of the Municipal Council;
- i) "Member" means an individual appointed to the SRD by Council.

1. PURPOSE

To plan, organize, coordinate, develop, schedule, direct and implement a year round, community recreation program to meet the recreational needs of the district through a diversified program that recognizes the abilities and interests of all citizens and results in an improved quality of life.

The SRD advises and guides the Recreation Manager, providing direction, supervision and support. As well, establishes and approves policies, to be able to organize recreation within the district.

2. FUNCTION

- a) To operate, maintain and manage the Enns Brother Place;
- b) To initiate, promote and coordinate recreational programs and special events;
- c) To provide support, guidance and grants and resource information to community groups, organizations and individuals;
- d) As co-occupants of the Enns Brothers Place, maintain a working relationship with the Melita Curling Club
- e) To assist with the operation of the Melita Fitness Centre and Pierson Fitness Centre

3. COMPOSITION OF THE BOARD

- a) The District shall be composed of a maximum of nine (9) members appointed by the partners.
- b) The SRD shall include the following representatives.

| | |
|-----------------------------------|------------------|
| 1) Municipality of Two Borders | 1 councillor * |
| 2) Town of Melita | 1 councillor * |
| 3) Municipality of Brenda-Waskada | 1 councillor * |
| 4) Members at large | 6 representative |

*Councils will appoint one (1) alternate councillor to the SRD to attend meetings if the appointed councillor is unable to attend.

- c) That members of SRD shall hold office for a two-year term from the first day of January in the year in which they were appointed.
- d) 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.
- e) A member of the SRD whose term of office has expired may be re-appointed.
- f) The SRD shall elect from its membership a Chairperson and Vice-Chair and Finance Chair and such other officers as it deems necessary. These officers shall hold their positions for a one-year period and may be reappointed. Officer elections shall be held at the January meeting on a yearly basis.
- g) The members shall serve without remuneration, but each member shall be entitled to receive their actual disbursements for expenses incurred while on SRD business as directed by the SRD.
- h) A member or Councillor that has a pecuniary interest directly or indirectly, in any contracts or work relating to the SRD will, 1) disclose the general nature of the pecuniary interest, 2) withdraw from the meeting without voting or participating in the discussion and 3) refrain at all times from attempting to influence the matter.

4. MANAGEMENT STRUCTURE

- a) The SRD shall consist of a chairperson, vice-chair, finance chair and members.
 - Chairperson - responsible for presiding monthly meetings;
 - prepares meeting agenda in consultation with the Rec Director;
 - liaising with the Recreation Manager on various issues;
 - ensuring that all by-laws and schedules pertaining to recreation are adhered to at meetings and in the overall operations of the SRD;
 - maintain order during meeting procedures;
 - has the authority to call special meetings;
 - acts as the SRD spokesperson in the district;
 - sits as an ex-officio member on all committees.

Vice-Chair - responsible for carrying out the duties of the Chairperson, as listed above, in his/her absence;

Finance-Chair - reviews financial reports in consultation with the Recreation Manager;
- reviews annual financial statements and assists with preparing annual budget in consultation with the Recreation Manager.

- b) The SRD shall establish committees as needed and such committees shall report back to the SRD as needed. (eg. finance, personnel, facility, fundraising)
- c) The SRD shall have the authority to hire staff based on a majority vote.
- d) The Recreation Manager will report directly to the SRD through the Chairperson.
- e) The SRD will be responsible for completing an annual performance evaluation of the Recreation Manager.
- f) The SRD will be responsible to set and manage wages for all SRD employees.

5. MEETING MANAGEMENT

- a) The SRD sets regularly scheduled meetings and will meet a minimum of 8 times per year.
- b) A quorum for the SRD's meetings shall be any number greater than 50% of the appointed representatives.
- c) The chairperson may call a special meeting to be held. A quorum must be met for a special meeting to take place.
- d) The Recreation Manager will prepare an agenda in consultation with the chairperson.
- e) The Recreation Manager will record the meeting minutes and distribute to all SRD members and all Councils through the Chief Administrative Officer.

6. PARTNERSHIPS

- a) The SRD will negotiate and maintain a formal agreement with the Melita Fitness Centre and Pierson Fitness Centre to determine roles and responsibilities of both parties.
- b) The SRD will negotiate and maintain a formal agreement with the Melita Curling Club to ensure a good working relationship as co-occupants of the Enns Brothers Place.

7. FINANCE

- a) The SRD shall prepare and submit the annual operating statement for the previous year’s operation and the proposed operating budget and capital expenditures budget for the coming year by February 28 in each year. The annual operating budget shall contain estimates of the revenue and expenditure requirements for the next fiscal year.
- b) The SRD shall provide a three (3) year capital budget as an appendix to its annual operating and capital budget.
- c) The Councils will approve the operating budget no later than April 1. Once approved by both Councils, the budget gives the SRD the authority to manage and decide expenditures.
- d) A donation or gift accepted by the SRD shall be expended and allocated in accordance with the wishes of the donor thereof.
- e) The fiscal year of the SRD is from January 1 to December 31.
- f) That the books of the SRD shall be audited annually and the audited financial statements submitted to the Councils.
- g) The Town of Melita will manage day-to-day book keeping of the finances for the SRD.

8. ORGANIZATIONAL CHART

