

**DISTRICT OF HIGHLANDS
BYLAW NO. 150**

**A BYLAW TO RATIFY AN AGREEMENT PROVIDING FOR THE EXERCISE OF
CERTAIN POWERS OF THE DISTRICT JOINTLY WITH OTHER
MUNICIPALITIES**

WHEREAS the District intends to enter into an agreement with other municipalities for the sharing of casino revenues, and

WHEREAS the *Local Government Act* requires such an agreement to be ratified by a bylaw of each municipality that is a party to the agreement;

The Council of the District of Highlands, in open meeting assembled, enacts as follows:

1. The Council ratifies the Secondary Revenue Sharing Agreement attached to and forming part of this Bylaw as Schedule "A".
2. This Bylaw may be cited as "**Casino Revenue Sharing Agreement Ratification Bylaw No. 150, 2002.**"

READ A FIRST TIME THIS 4 TH DAY OF MARCH 2002.

READ A SECOND TIME THIS 4 TH DAY OF MARCH 2002.

READ A THIRD TIME THIS 4 TH DAY OF MARCH 2002.

ADOPTED THIS 18 TH DAY OF MARCH 2002.

MAYOR

CLERK

SCHEDULE "A" TO BYLAW NO. 150

SECONDARY REVENUE SHARING AGREEMENT

THIS AGREEMENT dated this 4th day of February 2002 among:

DISTRICT OF LANGFORD, a municipal corporation having an office at 2nd Floor, 877 Goldstream Avenue, Victoria, BC V9B 2X8

("Langford")

AND: **DISTRICT OF METCHOSIN**, a municipal corporation having an office at 4450 Happy Valley Road, Victoria BC V9B 3Z3

("Metchosin")

AND:

CITY OF COLWOOD, a municipal corporation having an office at 3300 Wishart Road, Victoria, BC V9C 1R1

("Colwood")

AND:

CORPORATION OF THE TOWNSHIP OF ESQUIMALT, a municipal corporation having an office at 1229 Esquimalt Road, Victoria BC V9A 3P1

("Esquimalt")

AND:

DISTRICT OF SOOKE, a municipal corporation having an office at 2205 Otter Point Road, Sooke BC V0S 1N0

("Sooke")

AND:

DISTRICT OF HIGHLANDS, a municipal corporation having an office at 1980 Millstream Road, Victoria, BC V9B 6H1

("Highlands")

WHEREAS:

- A. The Province of British Columbia and the Town of View Royal entered into an agreement on November 21, 2001 by which the Province agreed to pay ten per cent of the net gaming income from a casino in View Royal to the Town of View Royal, and a further agreement of the same date by which the Province agreed to the payment of a portion of such funds by the Town of View Royal to other local governments impacted by the Casino (collectively, the "Host Financial Assistance Agreement"); and

- B. On February 12, 2001 the Town of View Royal, District of Langford and the City of Colwood entered into an agreement in anticipation of the execution of the Host Financial Assistance Agreement, by which the signatories acknowledged that the casino would be located in View Royal and agreed to the sharing of the Town of View Royal's revenues under the Host Financial Assistance Agreement among other local governments impacted by the Casino, which agreement was amended by a further agreement dated December 3, 2001 to reflect the provisions of the Host Financial Assistance Agreement (collectively, the "Primary Revenue Sharing Agreement");
- C. The parties, as "Proximate Local Governments" under the Host Financial Assistance Agreement, have agreed to the sharing of that portion of casino revenues that is paid to Langford in trust for the parties under the Primary Revenue Sharing Agreement (the "Proximate Local Government Share of Revenue"), being 40 per cent of the revenue received by the Town of View Royal under the Host Financial Assistance Agreement, on the terms and conditions more particularly set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. The Proximate Local Government Share of Revenue shall be divided among the parties on a per capita basis, based on the most recent CRD Regional Planning annual population and household estimates, by means of payments issued by Langford to each of the other parties within ten business days of receiving payment from the Town of View Royal pursuant to the Primary Revenue Sharing Agreement and the retention by Langford of its per capita share. The payments will be by cheques signed equally by representatives of Langford and Colwood.
2. Each of the parties shall expend funds received or retained pursuant to this Agreement only on eligible Costs as that term is defined in the Host Financial Assistance Agreement, except that no party other than Langford shall make any payment to any other Proximate Local Government as that term is defined in the Host Financial Assistance Agreement.
3. Each of the parties agrees to provide to the Town of View Royal, within 10 business days of the end of each three-month period commencing with the three-month period ending March 31, 2002, all such statements and reports regarding its expenditure of funds received pursuant to this Agreement as are reasonably required to enable the Town of View Royal to submit statements and deliver reports to the Minister of Public Safety and Solicitor General under the Host Financial Assistance Agreement. Each of the parties other than Langford shall simultaneously provide to Langford a copy of the statements and reports that it provides to the Town of View Royal, so as to confirm that the requirements of the paragraph have been met.
4. The payments referred to in paragraph 1 shall commence upon the first payment by the Town of View Royal to Langford in trust for the parties being made under the Primary Revenue Sharing Agreement.

5. This Agreement is the entire agreement among the parties concerning its subject, and replaces entirely any previous such agreement among the parties or any of them, whether oral or in writing.

6. The following Schedules are attached to and form part of this Agreement:

- Schedule A: Host Financial Assistance Agreement
- Schedule B: Host Financial Assistance Agreement Addendum
- Schedule C: Revenue Sharing Agreement
- Schedule D: Amendment to Revenue Sharing Agreement.

The Corporate Seal of **DISTRICT OF**)
LANGFORD was hereunto affixed in)
the presence of.)

_____)

Mayor)

C/S

_____)
Clerk)

The Corporate Seal of **DISTRICT OF**)
METCHOSIN was hereunto affixed in)
the presence of.)

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Mayor)

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Clerk)

The Corporate Seal of **CITY OF**)
COLWOOD was hereunto affixed in)
the presence of)

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CORPORATION OF THE TOWNSHIP)
OF ESQUIMALT was hereunto affixed)

In the presence of)

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The Corporate Seal of **DISTRICT OF**)
SOOKE was hereunto affixed in)
the presence of.)

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The Corporate Seal of **DISTRICT OF**)
HIGHLANDS was hereunto affixed in)
the presence of.)

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