

District of Barriere  
**REPORT TO COUNCIL**  
**Request for Decision**

<b>Date:</b> May 25, 2026	<b>File:</b> 530.20/Rpts
<b>To:</b> Council	<b>From:</b> Corporate Officer
<b>Re: NTCF “Legacy in Motion” Donor Installation at BBC – Draft Agreement</b>	
<b>Recommendation: THAT Council authorize the Mayor and Corporate Officer to sign the North Thompson Communities Foundation “Legacy in Motion” BBC Donor Installation agreement as presented.</b>	

**Purpose**

To formalize Council’s agreement to permit the installation of a donor acknowledgement art piece on a wall within the Barriere Business Centre (BBC) lobby at the North Thompson Community Foundation (NTCF).

**Background**

At the May 4, 2026 Regular Council Meeting, Council reviewed a request from the NTCF to permit the installation of a donor art piece, at their expense, in the available wall space within the lobby area of the BBC. It was agreed that the piece will need to be relocatable/removable if need be and the Foundation will need to agree that any damage or maintenance needs will be the responsibility of the Foundation. Staff was asked present a draft agreement for Council approval at the next Council Meeting that reflects Council’s permission with these terms.

**Summary**

The Draft agreement was been forwarded to the NTCF for review and other than some minor typographical errors, no changes to the terms have been requested.

The agreement outlines the terms that there will be no rental fees charged by the District to the NTCF for the use of the wall space in the BBC, that all costs associated with the installation and maintenance of the piece are to be borne by the Foundation, and that the piece be installed in such a manner that it may be easily removed or relocated from the facility should the need arise. The agreement stipulates that in the event the installation must be relocated or removed, that the Foundation will be provided with a maximum of six months’ notice in order to source a new location and accommodate the removal.

The draft agreement is attached for Council’s review and approval.

---

## Benefits or Impact

### General

The BBC lobby wall space remains bare and while Council has expressed a desire to enrich the space, funding has not been sourced at this time and a removable/relocatable installation from a non-profit entity that supports many social and tourism related projects in the North Thompson Valley would not be inappropriate.

### Finances

The cost of the installation and any necessary maintenance will be solely borne by the NTCF. At the agreement of Council, no rental revenue will be collected by the District from the NTCF for the installation.

### Strategic Impact

Goal 3. – Enhanced Engagement with the Community and our Partners

### Risk Assessment

Risk Impact: Low

Internal Control Process: Formalized through written agreement.

### Next Steps / Communication

- If approved, signatures of both parties will be executed with a copy provided to NTCF.
- Staff will provide notice of the installation works to the tenants of the BBC.

---

## Attachments

- Draft North Thompson Communities Foundation BBC Donor Installation Agreement

## Recommendation

**THAT Council authorize the Mayor and Corporate Officer to sign the North Thompson Communities Foundation “Legacy in Motion” BBC Donor Installation agreement as presented.**

## Alternative Options

1. Council could choose not to sign an agreement with the NTCF for the installation at the BBC
2. Council could choose to amend the agreement prior to it being signed.

Prepared by:

T. Buchanan, Corporate Officer

Reviewed by:

D. Drexler, Chief Administrative Officer

# DONOR WALL INSTALLATION AGREEMENT

This Agreement is made effective as of the \_\_\_ day of \_\_\_\_\_, 2026.

## **BETWEEN:**

### **District of Barriere**

P.O. Box 219  
Barriere, BC V0E 1E0  
(the "District")

AND

### **North Thompson Communities Foundation**

P.O. Box 121  
Clearwater, BC V0E 1N0  
(the "Foundation")

## **1. Purpose**

The purpose of this Agreement is to outline the terms under which the District permits the Foundation to install and maintain a commemorative donor wall installation known as the "Legacy in Motion" donor wall tree within the lobby area of the Barriere Business Centre ("BBC").

The proposed installation is described in the Foundation's proposal dated April 28, 2026.

## **2. Permission to Install**

The District grants permission to the Foundation to install the donor wall art piece within an agreed-upon wall space in the entry/lobby area of the BBC.

The installation shall be completed at the sole expense of the Foundation. No rent, lease payment, or other financial consideration shall be exchanged between the parties under this Agreement.

## **3. Installation Requirements**

The Foundation agrees that:

- a) the installation shall be designed and mounted in a manner that allows it to be relocated as a complete piece, if required, without unreasonable damage to the facility;
- b) the installation should, where practical, utilize a relocatable backing system (such as painted plywood backing and framing or similar approach) to facilitate future relocation;
- c) all installation methods and materials shall be appropriate for a public facility and acceptable to the District;
- d) the Foundation shall be responsible for all costs associated with fabrication, installation, maintenance, cleaning, repairs, updates, and eventual removal or relocation of the installation.

## **4. Maintenance and Damage**

The Foundation shall be solely responsible for any maintenance or repair requirements associated with the installation.

The Foundation further agrees to repair, or reimburse the District for repair of, any damage to District property arising from the installation, maintenance, relocation, or removal of the donor wall installation.

**5. Future Relocation or Removal**

The Foundation acknowledges and agrees that the Barriere Business Centre is a municipal facility whose use, layout, or operational needs may change over time.

Accordingly, the Foundation understands and accepts that the District may, at its discretion and upon reasonable notice – six (6) months minimum, require the donor wall installation to be relocated or removed in the future.

Should relocation/removal become necessary, the Foundation may request that the District consider an alternate municipal facility for the installation; however, the District shall not be obligated to provide an alternate location. The Foundation may also choose to relocate the installation to a non-municipal or private-sector location.

The Foundation agrees that it shall not hold the District responsible or liable for any inconvenience, disappointment, or costs associated with a future relocation/removal requirement, except where otherwise mutually agreed in writing.

**6. Termination**

Either party may terminate this Agreement upon providing six (6) months written notice to the other party.

Upon termination, the Foundation shall remove the installation within a reasonable timeframe and restore the affected area to the satisfaction of the District.

**7. General**

This Agreement constitutes the entire agreement between the parties regarding the donor wall installation and may only be amended in writing and signed by both parties.

**SIGNED on behalf of the District of Barriere:**

\_\_\_\_\_  
Mayor Rob Kerlake

Date: \_\_\_\_\_

\_\_\_\_\_  
Corporate Officer

Date: \_\_\_\_\_

**SIGNED on behalf of the North Thompson Communities Foundation:**

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_