

ZONE OPERATING AGREEMENT

Between

**British Columbia Golf Association
116 – 7198 Vantage Way
Delta, BC V4G 1K7**

(“British Columbia Golf”)

And

**British Columbia Golf Zone _____
c/o British Columbia Golf
116 – 7198 Vantage Way
Delta, BC V4G 1K7**

(the “Zone”)

Background facts

1. British Columbia Golf is a member-based registered society recognized by the Government of British Columbia as the Provincial Sport Organization for the sport of golf.
2. To achieve its purposes, the bylaws of British Columbia Golf requires that the Province of British Columbia be divided into Zones that recognize the geographic regional differences in British Columbia.
3. The Zones are not incorporated but they have been created by and recognized within the British Columbia Golf bylaws.
4. The bylaws of British Columbia Golf require that:
 - a. each Zone establishes zone committees that is authorized to undertake certain activities on behalf of British Columbia Golf, as defined by British Columbia Golf Board.
 - b. the activities may include conducting tournaments and championships, promoting the sport of Golf within their Zone, and managing associated activities.
 - c. there must be an Operating Agreement between British Columbia Golf and each Zone.
5. The parties wish to sign an operating agreement to authorize the Zone to conduct activities on behalf of British Columbia Golf.

6. The parties wish to enter into this operating agreement to ensure that the Zone agrees, understands, recognizes, and respects its role and responsibilities and ensures that every effort is made to maintain and grow the sport of golf in British Columbia in their respective Zone.

General

7. Definitions

In this Agreement:

“Association” means the British Columbia society known as British Columbia Golf Association with incorporation number S0048138, also doing business as “British Columbia Golf” or “BC Golf”.

“Board” means the Directors of the Association duly elected or appointed in accordance with the Bylaws;

“Bylaws” means the bylaws of British Columbia Golf Association and the defined terms in the Bylaws apply to this Agreement;

“Chief Executive Officer” or **“CEO”** means the Person employed by the Association in the position of chief executive officer of the Association;

“Golfing Member” means any Person who is a member of a Member Club, an Unincorporated Member Club or the Golf Canada/British Columbia Golf Public Player’s Club, who has paid the required fee directly or indirectly to Golf Canada and who has provided the information required by Golf Canada from time to time;

“Member Club” means a golf club that is incorporated as a legal entity and has become a Member in the class of “Club”;

“Unincorporated Member Club” means an unincorporated group of individuals who have become organized for the purpose of playing golf together, or an unincorporated golf club or an unincorporated golf course, that has been granted the right to appoint a member of the Association;

“Zones” means geographical areas within the boundaries of the Province of British Columbia as determined by the Board from time to time. The following are the current zones:

Zone 1E	Kootenays
Zone 1 W	Kootenays
Zone 2	Okanagan
Zone 3	Fraser Valley
Zone 4	Delta/Greater Vancouver/Squamish/Sunshine Coast

Zone 5	Capital
Zone 6	Upper Vancouver Island
Zone 7	Northwest Coast
Zone 8N	Cariboo Peace River
Zone 8S	Cariboo Peace River

“Zone Committee” means all Zone Representatives selected by the Zone Members in a particular Zone and must include, where the context permits, a Men’s Zone Committee and a Women’s Zone Committee;

“Zone Council” means the group elected by each Zone Committee as their representative;

“Zone Members” means all Member Clubs and Unincorporated Member Clubs in a particular Zone;

“Zone Representative” means a person selected by a Zone Member to represent the Zone Member at General Meetings of the Zone Committee;

8. The Board will place each Member Club and Unincorporated Member Club into a Zone based on the region where the Member Club or Unincorporated Member Club is situated.

Organization

9. Each Zone must have a Zone Committee, but Zones may have a Men’s Zone Committee and a Women’s Zone Committee.
10. The members of the Zone Committee are the Zone Representatives selected by the Zone Members.
11. A Men’s Zone Committee and a Women’s Zone Committee of a particular Zone may amalgamate into one Zone Committee, if the amalgamation is approved by the Zone Members in the Zone. Once amalgamation is approved, any future proposed changes will require Board approval.
12. Each Zone Committee must elect Zone officers such as Chair, a Vice-chair, a Junior Chair, a Secretary/Treasurer and a Zone Council Representative with such duties and powers as may be determined by the Zone Committee from time to time.
13. The Zone Committee through its officers has the power to manage the affairs, properties and assets of the Zone Committee, in order to fulfill the mandate of the Zone Committee as specified in this Agreement.
14. A person may occupy more than one position on a Zone Committee.

Governance

15. Each Zone Committee must hold an annual meeting before October 31st each year (“Zone Committee Annual Meeting”) to elect Zone officers, Zone Council Representative (as applicable), and to review its financial statements and operations for the year.
16. The Board has the power to dissolve a Zone Committee or to require a Zone Committee to hold new elections to elect new Zone officers, where the Board deems it necessary.
17. The Zone officers to be elected in a particular Zone must be elected in accordance with the following procedures:
 - a. at least 60 days before the Zone Committee Annual Meeting, the Zone Committee will appoint a nominating committee for the purpose of nominating Golfing Members to be Zone officers for that particular Zone (“Zone Nominating Committee”);
 - b. the Zone Nominating Committee will nominate enough Golfing Members to fill the positions described in section 12; and
 - c. at the Zone Committee Annual Meeting, the Zone Representatives will elect the Zone officers from the candidates proposed by the Zone Nominating Committee and any other valid nominations.

Zone Council

18. Each Zone Committee must elect a representative (“Zone Council Representative”) to represent the Zone Committee on the Zone Council.
19. Zone Committees of even numbered Zones must elect Zone Council Representatives in even numbered years and Zone Committees of odd numbered Zones must elect Zone Council Representatives in odd numbered years.
20. Zone Council Representatives will serve two-year terms and will be eligible for re-election.
21. Zones with only one Zone Committee may elect two Zone Council Representatives to the Zone Council.
22. The Chief Executive Officer will select the Association staff representative to serve on the Zone Council.

23. The Zone Council must elect out of its number a non-voting chair who will serve as a Director on the Board of the Association.
24. The Zone Council, working in cooperation with the Association Nominating Committee, will elect the second Zone Council Representative who will serve as a Director on the Board of the Association.
25. The two Zone Council Representatives who will serve as Directors must be one male and one female.
26. Each Zone Council Representative has one vote. The Zone, which is home to the chair of the Zone Council, will appoint another representative to be its voting member on the Zone Council.
27. In accordance with policies and procedures determined by the Board, the Zone Council must carry out the following activities:
 - a. Be the liaison between the Board and the Zone Committees;
 - b. Recommend to the CEO plans/opportunities for growth and development in Zone programming with the goal of increased participation at the Zone level;
 - c. Share best practices including problem resolution between the Zones;
 - d. Support the development of the sport within the Zone's geographical area and collaborate with other organizations that also promote and develop the sport of golf; and
 - e. Serve as committee members on the Association committees.

Roles and responsibilities

28. The Zone agrees to undertake, within their Zone, certain activities on behalf of the Association which may include but is not limited to:
 - a. promoting the sport of golf within their Zone;
 - b. conducting tournaments and championships within their Zone for different age groups and genders, which shall include but it is not limited to:
 - i. juniors
 - ii. amateurs
 - iii. seniors
 - c. conduct elections for officers for Zone Committee and elections for the Zone Council Representative.
 - d. appointing such committees as deemed necessary, which may include Zone Discipline Committee and a Zone Appeal Committee.
 - e. the activities attached as Schedule "A" to this agreement.
29. The Zone shall ensure that only golfers who have active Golf Canada memberships are eligible to enter Zone events.

30. The Zone agrees to undertake further activities as the Board may require from time to time.

31. British Columbia Golf shall maintain liability insurance that indemnifies Zone volunteers, agents and trustees when acting in relation to the affairs of British Columbia Golf. The indemnity extends to their qualified heirs, personal representatives, successors and assigns respectively and it covers from and against all actions, proceedings, costs, charges, losses, damages, and expenses, which they or any of them must or may incur or sustain by reason of any act done or omitted in or about the execution of their duty in their respective office.

32. The Zone agrees to provide British Columbia Golf with a list and details of all activities that the Zone proposes to carry out in the following calendar year by December 31st of each year.

33. British Columbia Golf shall advise the Zone if any proposed activity of the Zone will not be covered by the liability insurance.

34. British Columbia Golf shall pay to the Zone the amounts listed on Schedule "B".

Commit to Kids Certification

35. The Zone will ensure that any volunteer with total oversight of either a Zone junior championship or a Zone junior tour will have Commit to Kids Certification.

36. British Columbia Golf will reimburse the Zone for any costs paid to obtain the Commit to Kids Certification.

37. Where such a volunteer does not have the certification, British Columbia Golf will not pay any money to the Zone as specified in this Agreement.

38. British Columbia Golf liability insurance may be denied to Zone volunteers where any volunteer in charge of a Zone junior championship or a Zone junior tour does not have Commit to Kids Certification.

Dispute resolution

39. If a dispute arises out of, or in connection with this operating agreement, any party may submit the dispute to the Board and the decision of the Board shall be final.

Term

40. The term of this operating agreement shall be from January 1, 2025 to December 31, 2026.

41. British Columbia Golf shall have the right to amend, revise, annul or otherwise deal with this agreement as it sees fit on reasonable notice to the Zone, however British Columbia Golf shall honour any prior and existing incurred monetary provisions provided for in article 34.

Dated: _____

ON BEHALF OF BRITISH COLUMBIA BOARD:

Kris Jonasson, CEO
British Columbia Golf

ON BEHALF OF THE ZONE:

Name:
Title:

Schedule “A”

(This is Schedule “A” referred to in article 28 in the Operating Agreement signed between
British Columbia Golf and Zone ____)

Schedule “B”

(This is Schedule “B” referred to in article 34 in the Operating Agreement signed between British Columbia Golf and Zone ____)

British Columbia Golf shall pay to the Zone:

- a. \$500.00 towards the cost of running each Zone championship in the amateur, senior and junior category. Where a single championship is run to determine multiple champions, the reimbursement will one-time only.
- b. \$125 for each Zone member who plays in a Zone championship as a member of the Zone team.
- c. \$1,000 if the Zone conducts a junior tour (minimum of 3 events).
- d. \$2,000 if the Zone conducts 4 or more junior tour events. The funds provided should be directed to the Zone junior tour.
- e. \$50 for each qualifier who qualifies from a Zone championship for the provincial BC Amateur Championship.
- f. \$50 for each qualifier who qualifies from a Zone championship for the provincial BC Junior Championship.