

**FORT ST. JOHN PUBLIC LIBRARY ASSOCIATION FUNDING AGREEMENT**

This agreement dated for reference the \_\_\_ day of \_\_\_\_\_, 2023 (the “**Agreement**”).

**BETWEEN:**

**PEACE RIVER REGIONAL DISTRICT**  
Box 810  
1981 Alaska Avenue  
Dawson Creek, BC V1G 4H8  
(hereinafter referred to as the “**Regional District**”)

**OF THE FIRST PART**

**AND:**

FORT ST. JOHN PUBLIC LIBRARY ASSOCIATION  
10015 – 100TH Ave.  
Fort St. John, BC V1J 1Y7  
CRA Registration No. 107395964 RR 0001  
(hereinafter called the “**Association**”)

**OF THE SECOND PART**

**WHEREAS:**

- A. The Regional District is a regional district in British Columbia;
- B. The Regional District enacted Bylaw No 1019, 1995 to establish and operate the local service of contributions to the cost of library service for Electoral Area “C” which is provided within the service area by a municipal library or a public library association (the “**Service**”);
- C. The Regional District enacted Bylaw No 2484, 2022 to establish a financial contribution service to the Fort St. John Public Library for Electoral Area “B” (the “**Service**”) which authorizes the Regional District to provide funding to assist with the provision of library services;
- D. The Association is a registered charity which currently operates the Fort St. John Public Library; and
- E. The purpose of this Agreement is to define the conditions under which the Regional District may release grant funds to the Association for the provision of Library Services;

**NOW THIS AGREEMENT WITNESSES** that, in consideration of the premises and the covenants hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

**1.0 Definitions**

- 1.1 “**Agreed Purposes**” means those purposes set out in Schedule “A” of this Agreement
- 1.2 “**Library Services**” means resources and activities provided by libraries to address information needs of users including circulation services, online information services, inter-library loans, and information literacy skills training.

1.3 **“Grant”** means an annual grant of funds in the amount approved by the Regional District’s Board as part of the financial plan adopted by the Board in that year and recovered in accordance with Bylaw No 1019, 1995 and Bylaw No 2484, 2022, and which is provided by the Regional District to the Association for the Agreed Purposes subject to the terms of this Agreement.

## 2.0 Term

2.1 This Agreement shall have a term of five (5) years commencing on \_\_\_\_\_ day of \_\_\_\_\_, 2023 to and including the \_\_\_\_\_ day of \_\_\_\_\_, 2028 (the **“Term”**), except where terminated or extended as provided in this Agreement.

2.2 Prior to the expiry of the Term, this Agreement may be extended for one additional five (5) year term by signed written agreement between the parties provided that the Association has not materially breached an obligation of this Agreement which has not been remedied or waived in writing by the Regional District.

## 3.0 Funding

3.1 The Regional District may, in its sole discretion, provide the Association with a Grant subject to the terms of this Agreement.

3.2 Where the Regional District has determined to provide a Grant, the Regional District shall remit the Grant to the Association in one lump-sum payment by August 1<sup>st</sup> of the year of such determination. The Association may make a request in writing to the Regional District’s Chief Financial Officer to receive some or all of the Grant funds before August 1<sup>st</sup>. The Regional District may in its sole discretion, acting reasonably, approve or reject such request.

3.3 The Association shall use the Grant only for the Agreed Purposes and subject to the terms of this Agreement. The Grant shall not be used for any other purposes without the prior written consent of the Regional District.

3.4 Where the Association intends to apply for third party funding for the Agreed Purposes, it shall notify the Regional District in advance of its intention to do so and, where such funding is obtained, it will provide the Regional District with details of the amount and purpose of that funding.

3.5 The Association shall not be obligated to spend in any year all of the Grant or other sums received by it in such year, and may carry forward as surplus any balances remaining for the accomplishment of the Agreed Purposes in future years. The parties acknowledge and agree that the Regional District may consider the existence of surplus funds in determining whether to provide a Grant, and if so, the Grant amount, to the Association for the following year.

## 4.0 General Obligations

4.1 The provision of a Grant is subject to the Association complying with the following obligations during the Term:

- (i) Maintaining charitable status under the *Canada Revenue Agency* and in good standing in accordance with the laws and regulations of Canada;

- (ii) Compliance with the accounting and reporting obligations set out in section 5 of this Agreement;

4.2 In the event that the Association is in breach of s. 4.1 of this Agreement and fails to cure such breach within 30 days of receipt of written notice from the Regional District advising of the breach, the Regional District may withhold all or part of a Grant that otherwise would be made by the Regional District under section 3 hereof.

## **5.0 Accounting and Reporting Obligations**

5.1 The Association shall keep separate, accurate and up-to-date accounts and records relating to the Association's management and operation of the Library. The accounting and financial records concerning the Library shall be prepared according to generally accepted accounting principles and kept distinct from all other accounting and financial records prepared by or on behalf of the Association.

5.2 The Association shall keep all invoices, receipts and accounts and any other relevant documents relating to the receipt and expenditures of a Grant for a period of at least 6 years following receipt of any Grant monies to which they relate. The Regional District shall have the right to review, at the Regional District's request from time to time, the Association's accounts and records that relate to the expenditure of Grant monies and shall have the right to take copies of such accounts and records.

5.3 By November 1<sup>st</sup> of each year during the Term, the Association shall provide the Regional District with an annual budget that details the following:

- (i) Current year expenses to date;
- (ii) Current year total projected expenses;
- (iii) Previous year's expenses;
- (iv) Previous year's revenue;
- (v) Projected expenses;
- (vi) Projected revenues;
- (vii) Annual funding request from the Regional District; and
- (viii) Such other information as the Regional District may reasonably request upon 30 days' notice in writing to the Association.

5.4 By June 30<sup>th</sup> of each during the Term, the Association shall provide the Regional District with a comprehensive annual report in a form acceptable to the Regional District, setting the following information respect to the previous calendar year:

- (i) financial statements;
- (ii) the amount, source and use of any third-party funding obtained by the Association;

- (iii) the amount of surplus funds and a breakdown of surplus funds attributable to each funding source as determined by the following formulae:  $\text{total surplus funds} \times (\text{amount of funding received from source} \div \text{the aggregate amount of funding received})$ ;
- (iv) statistics on visitors and participants for each program, exhibit, and facility operated by the Association in connection with the Library, including a comparison of such statistics with the most recent prior year;
- (v) a description of events, programs, and exhibits provided in connection with the Library; and
- (vi) such other metrics and information as the Regional District may reasonably request upon 30 days' notice in writing to the Association.

5.5 The Association shall on request of the Regional District from time to time provide the Regional District with such further information, explanations and documents as the Regional District may reasonably require in order for it to establish that a Grant has been used properly in accordance with this Agreement. The Regional District shall have the right to audit the Association's compliance with this Agreement and the Association shall permit any person authorised by the Regional District reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Association's fulfilment of the Conditions and shall, if so required, provide appropriate oral or written explanations from them. Such access shall be arranged for a time mutually convenient to the Parties and any cost to the Association of facilitating an audit in accordance with this clause shall be reimbursed by the Regional District. The Regional District shall have the right to audit the Association's financial statements at the Regional District's cost.

## 6.0 Termination

6.1 The Regional District may terminate this Agreement upon providing the Association 30 days' notice if:

- (a) Any of the following events occur:
  - (i) the Association fails to file its annual reports or is otherwise no longer in good standing under the *Canada Revenue Agency*;
  - (ii) the Association breaches sections 4 (General Obligations) or 5 (Accounting and Reporting obligations) or any other material term or condition of this Agreement;
  - (iii) The Association uses a Grant for purposes other than the Agreed Purposes without the prior written consent of the Regional District;
  - (iv) Bylaw No 1019, 1995 or Bylaw No 2484, 2022 are repealed or amended such that the Service is terminated or the Association is not the recipient of the contribution provided for thereunder; or

(b) In the case of 6.1(a)(i) or (ii), the Association fails to the correct such breach and notify the Regional District of such correction and provide evidence demonstrating such correction within 30 days of receipt of the Regional District's termination notice under this section 6.1.

6.2 Either party may terminate this Agreement for any or no reason upon giving the other party 90 days' notice.

6.3 Upon termination of this Agreement for whatever reason, the Association shall not be entitled to a Grant or any part thereof that the Association would have received had the Agreement not terminated.

## 7.0 FREEDOM OF INFORMATION

The Association acknowledges that the Regional District is subject to the *Freedom of Information and Protection of Privacy Act (FOIPPA)*, that the Regional District may be legally obligated to disclose to a person parts, or all, of this Agreement and any documents legally connected to this Agreement, and that the authority of the Regional District to refuse to disclose a record containing third party confidential information is limited as set out in section 21 of *FOIPPA*.

## 8.0 No Partnership or Joint Venture

Nothing contained in this Agreement shall be deemed or construed as creating the relationship of principal and agent or partnership or a joint venture between the parties or as giving the Association any power or authority to bind or act as an agent of the Regional District in any way.

## 9.0 Notices

9.1 Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email, when received. Either party may, from time to time, advise the other by notice in writing, of any change of address of the party, giving such notice and from and after the giving of such address specified therein this shall, for the purpose of this paragraph, be conclusively deemed to be the address of the party giving such notice.

9.2 The addresses for delivery will be as follows:

**Peace River Regional District**

PO Box 810

1981 Alaska Avenue, Dawson Creek, BC V1G 4H8

c/o Chief Administrative Officer

Phone: (250)784-3200 Email: [prrd.dc@prrd.bc.ca](mailto:prrd.dc@prrd.bc.ca) and [community.services@prrd.bc.ca](mailto:community.services@prrd.bc.ca)

**Fort St. John Public Library Association**

10015 – 100<sup>th</sup> Ave.

Fort St. John, BC V1J 1Y7

c/o Director of Library Services

Phone: (250) 785-3731 Email: [director@fsjpl.ca](mailto:director@fsjpl.ca)

## **10.0 Entire Agreement**

10.1 This Agreement shall be deemed to constitute the entire agreement between the Regional District and the Association with respect to the subject matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by either party to this Agreement.

## **11.0 Waiver**

11.1 No waiver of any provision of this Agreement shall be made effective unless it is in writing and signed by the waiving party.

11.2 No waiver by either party of any breach by the other party of any provision of this Agreement will be a waiver of any subsequent breach or of any other any provision of this Agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any other rights and remedies with respect to such or any subsequent breach.

## **12.0 Amendments**

No modifications or amendments of this Agreement shall be effective unless made in writing and signed by the parties or their respective duly authorized agents.

## **13.0 Assignment**

The Association shall not assign this Agreement except with the prior written consent of the Regional District which the Regional District may withhold in its sole discretion.

## **14.0 Other Terms**

14.1 Nothing in this Agreement affects the right of the Regional District to exercise its statutory authority.

14.2 Time shall be of the essence in this Agreement.

14.3 This Agreement shall be governed by the laws of the Province of British Columbia.

14.4 If any portion of this Agreement is held at any time invalid by a court of competent jurisdiction, the invalid portion shall not affect the validity of the remainder of this Agreement.

14.5 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of the Agreement.

14.6 In this Agreement, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, had been used where the context of the parties hereto so require.

14.7 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year written below.

\_\_\_\_\_  
Chair  
**PEACE RIVER REGIONAL DISTRICT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrative Officer  
**PEACE RIVER REGIONAL DISTRICT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signing Officer  
**Fort St. John Public Library Association**

\_\_\_\_\_  
Date

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
Date

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**SCHEDULE "A" – Agreed Purposes**

- The operation of the Fort St. John Public Library.

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