



## SERVICE PROVIDER FEE FOR SERVICE FUNDING AGREEMENT

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**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**BETWEEN:**            **THE CORPORATION OF THE CITY OF GRAND FORKS**  
7217-4<sup>TH</sup> Street  
Box 220  
Grand Forks, BC  
V0H 1H0  
(Hereinafter called "the City")

Pro

OF THE FIRST PART

**AND**                    **SERVICE PROVIDER**  
Street Address  
Mailing Address  
Grand Forks, BC  
Postal Code  
(Hereinafter called "the Service Provider")

OF THE SECOND PART

(Collectively "the Parties")

**WHEREAS** the Service Provider agrees to provide services to the City in exchange for municipal funding for the organization,

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the Parties hereto in consideration of the promises and mutual covenants hereinafter contained, do mutually agree as follows:

### **Definitions:**

**Annual Financial Plan:** Financial Plan of the City prepared in accordance with the Community Charter.

**Approved Annual Budget:** Amount of funding allocated in the Fiscal Year and taxed for the Service Provider Fee for Service.

**Approved Funding:** Amount of funding planned in the Annual Financial Plan subject to approval on an annual basis in the Approved Annual Budget.

**Council:** Municipal Council of the City of Grand Forks

**Fiscal Year:** January to December in any year for which the funding for Service Provider is approved and allocated by Council.

**Service(s):** the services described in Schedule A of this agreement (“Deliverables”) and as amended from time to time by mutual agreement.

1. **Term of Operating Agreement**

The Operating Agreement takes effect on January 1, 2021, and terminates on December 31, 2021, unless the *Parties* enter into a renewal option for a further Term provided a written notice has been provided by either party on or before October 1, 2021. The renewal option is at the discretion of the *City*.

2. **Service Mandate**

The *Service Provider* shall set a standard of service that takes into consideration *Approved Funding*, donations and grants towards the *Service Provider's Services*.

3. **Service Requirements:**

In operating the *Service*, the *Service Provider*:

- a) Shall maintain all supporting details and records of Revenues and Expenditures relating all funds transferred from the *City* to the *Service Provider*.
- b) Shall use funds provided by the *City* solely for the purposes of providing the *Services*.
- c) Shall carry forward into the next *Fiscal Year* any surplus arising from the operation of the *Services*.
- d) Shall comply and operate within the rules and regulations issued by WorkSafeBC governing workers and volunteers on the Building and Premises.
- e) Shall pay employees on regular basis and as a minimum be in compliance with the Employment Standards Act;
- f) Shall comply and operate within the rules and regulations as defined in the *Service Provider's* governing legislation of the Board of Trades Act – Part 2, and further to comply and operate within the confines of the *Service Provider's* bylaws as approved by the Ministry of Innovation, Science and Economic Development, or other regulatory body.
- g) Shall ensure that support from the *City* is visibly represented through use of the *City* logo in marketing materials and signage as appropriate.
- h) Shall meet any other requirements made by *Council* as detailed in Schedule A “Deliverables”

4. **Timely Release of Funds**

The *Service Provider* shall provide an invoice by the date specified in Schedule B “Financial Terms”, and the transfer of funds from the *City* will follow the timeline and process described therein.

5. **Reporting & Record Keeping**

The *Service Provider* shall maintain accurate records of receipts and disbursements of funds allocated by the *City*. These shall be presented by representatives of the *Service Provider* to *Council* at a Committee of the Whole or Regular Council Meeting periodically as determined in Schedule A “Deliverables”; and further, shall be included in a summary format in the *Service Provider’s* Annual Report.

The Annual Report shall be presented at the first scheduled presentation after the report is available in its entirety.

6. **Termination of Funding:**

The *City* may terminate the funding to the *Service Provider* due to:

- a) Non-compliance with any provisions of this Funding Agreement
- b) Failure to provide accountability on the funds received from the *City*
- c) Failure to provide Reports as per Section 5 to the *City*.

7. **Funding Allocation for Fee for Service:**

Funding shall be allocated for this agreement pursuant to *Council* approving said funding as part of the annual budget process. Once the *City’s* Financial Plan has been approved by *Council*, the *City* shall transfer funds as specified in Schedule B “Financial Terms”.

8. **Annual Funding Submission:**

The *Service Provider* shall submit, on an annual basis and no later than October 1<sup>st</sup>, 2021, a request for funding outlining details as described in Schedule A “Deliverables”. The *City* shall review the submission and confirm the allocation for the next *Fiscal Year* through the next *Fiscal Year* budgeting process. The allocated funding may be reduced from the previous *Fiscal Year* if there are unallocated funds and surpluses.

9. **Work Safe BC**

The *Service Provider* must comply with Rules and Regulations governing workplace and any violations issued by Work Safe BC must be complied with and rectified and fines issued must be paid by the *Service Provider* and not from the funds allocated from the *City*.

10. **Notice**

Any notice required to be given by this Agreement will be validly given if delivered by hand or addressed by mail and will be deemed to have been received by the other Party two (2) days after posting in Grand Forks Post Office in British Columbia or on the date of hand delivery. Any notice so given shall be addressed;

and if to the Service Provider: Service Provider, Mailing Address, Street Address, Grand Forks, B.C. Postal Code.

The *Service Provider* covenants and agrees to indemnify and save harmless the *City*, its *Council*, officers, agents, and employees from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever and by whomever brought or made against the *City* or its *Council*, officers, agents and employees, resulting in consequence or incidental to this agreement.

Personal information is collected by the *City* pursuant to the Local Government Act, the Community Charter and other Acts and Statutes, and *City* Bylaws for the purpose of administering *City* operations. Information on this Agreement may routinely be made available to the public under Freedom of Information Legislation. The *Service Provider* must make available to the *City* information requested under the Freedom of Information Act relating to the operation of Provider Name. The record keeping and minutes must be kept in compliance with the Local Government Act, Community Charter and the Freedom of Information Act.

Any dispute arising between the *Service Provider* and the *City* shall be discussed and settled between the *Service Provider's* Representative and the Chief Administrative Officer. The *Service Provider* may advance the dispute to *Council* whose decision shall be final and binding.

**SIGNED SEALED AND DELIVERED BY  
THE CORPORATION OF THE CITY OF  
GRAND FORKS in the presence of:**

Witness Signature

Name of Witness

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Authorized Signatory

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Authorized Signatory

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Witness Signature

\_\_\_\_\_  
Name of Witness