

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council

From: Chief Administrative Officer / Corporate Officer

Date: November 14th, 2017

Subject: Grand Forks Downtown Business Association Fee for Service Funding Agreement

Recommendation: **RESOLVED THAT Council approves of the Fee for Service Funding Agreement for 2017, between the City of Grand Forks and the Grand Forks Downtown Business Association, and further authorizes the release of the \$5,000 funding to the Grand Forks Downtown Business Association.**

BACKGROUND: The Grand Forks Downtown Business Association (DBA) presented a delegation in the spring of 2017 to Council, asking to have funding in the amount of \$5000 issued to their organization, in turn, for a provision of services that they would provide to the City. Council determined to allocate funding to the DBA contingent on the association becoming a Society under the Societies Act. The DBA has recently supplied the City with a copy of their certificate advising that they have become a society organization and were now able to receive the requested funding. At their October 16th Regular Meeting, Council adopted a resolution that the City would release the funding to the DBA in the amount of \$5,000; and further directed staff to provide a Fee for Service agreement.

The proposed Fee for Service Funding agreement is before Council for consideration and subsequent approval; additionally, a copy of the agreement is attached for Council's reference which indicates the highlighted areas that were contributed by the Grand Forks Downtown Business Association.

Benefits or Impacts of the Recommendation:

General: Fee for service agreements between an entity and the organization allow the exchange of funding for services for the betterment of the community.

Strategic Impact: Economic Development, Community Livability, Fiscal Responsibility

Financial: The funding for 2017 is in the amount of \$5000

Policy/Legislation: Council has the authority to enter into agreements where funding is exchanged for services benefiting the community

Attachments: - Fee for Service Agreement; and highlighted copy for reference purposes

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OPTIONS:

- 1. RESOLVED THAT COUNCIL RECEIVES THE STAFF REPORT.**
- 2. RESOLVED THAT COUNCIL DOES NOT ACCEPT THE STAFF REPORT.**
- 3. RESOLVED THAT COUNCIL REFERS THE MATTER BACK TO STAFF FOR FURTHER INFORMATION.**

	
Department Head or CAO	Chief Administrative Officer



GRAND FORKS DOWNTOWN BUSINESS ASSOCIATION FEE FOR SERVICE FUNDING AGREEMENT

THIS AGREEMENT made the 16th day of October 2017.

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

OF THE FIRST PART

AND **GRAND FORKS DOWNTOWN BUSINESS ASSOCIATION**
221 Market Ave PO box 2018, Grand Forks, BC V0H 1H0
(Hereinafter called "the Service Provider")

OF THE SECOND PART

WHEREAS the GRAND FORKS DOWNTOWN BUSINESS ASSOCIATION agrees to provide the following services to the City for the organizations' funding:

1. To promote a vibrant, economically viable downtown that celebrates our history, and artistic and cultural communities.
2. Communicate with all of the downtown businesses to keep them informed of events and activities.
3. Work with local government on behalf of business members to improve the business environment.

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:

- (a) **Annual Financial Plan:** Financial Plan of the City prepared in accordance with the Community Charter.
- (b) **Twice a Year Reporting:** Summary of activities of the Grand Forks Downtown Business Association presented to the City as a Delegation at a Committee of the Whole Meeting on a twice a year basis March & August in alignment with the

City's fiscal year of January – December.

- (c) **Approved Annual Budget:** Amount of funding allocated in the Fiscal Year and taxed for the Grand Forks Downtown Business Association Fee for Service.
- (d) **Approved Funding:** Amount of funding planned in the Annual Financial Plan subject to approval on an annual basis in the Approved Annual Budget.
- (e) **DBA:** The acronym for Grand Forks Downtown Business Association
- (f) **Council:** City of Grand Forks City Council
- (g) **Fiscal Year (City):** January to December in any year for which the funding for the Grand Forks Downtown Business Association is approved and allocated by Council.
- (h) **Fiscal Year (DBA):** April 1st to March 31st in any year for which the funding for the Grand Forks Downtown Business Association is approved by Council and allocated by the Association.
- (g) **Grand Forks Downtown Business Association Service:** the services listed on the first page of this agreement and/ or _____

1. **Term of Operating Agreement**

The Operating Agreement takes effect on the 1st day of January, 2017 and terminates on the 31st day of December, 2017, 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 **December 11th, 2017** (future years would be Sept 1st). The renewal option is at the discretion of the City.

2. **Service Mandate**

The Society shall set a standard of service that takes into consideration Approved Funding, donations and grants towards this Service.

3. **Service Requirements:**

In operating the Grand Forks Downtown Business Association Service, the Service Provider:

- (a) Must maintain all supporting details and records of Revenues and Expenditures relating all funds transferred from the City to DBA.
- (b) Must use funds provided by the City solely for the purposes as per Definitions in (g) above, i.e. **Grand Forks Downtown Business Association Service (s)**.
- (c) Must carry forward into the next Fiscal Year any surplus arising from the operation of the Grand Forks Downtown Business Association.
- (d) Must comply and operate within the rules and regulations issued by Work Safe BC governing workers and volunteers on the Building and Premises.
- (e) Work with the City to promote business values/initiatives that represent

the area.

- (f) Must comply and operate within the rules and regulations as defined in the *Societies Act* as it pertains to their Association.

4. **Timely Release of Funds**

The transfer of approved annual funding from the City will occur as follows: on or before **November 30th, 2017** (future date to be agreed upon by the DBA and the City) in the amount of \$5,000. The Grand Forks Downtown Business Association to provide an **invoice two weeks** (future would be four weeks) prior to funding date.

5. **Annual Report & Twice a Year Reporting**

The DBA is responsible for providing a summary of activities of the Grand Forks Downtown Business Association presented to the City on a twice a year basis (March & August), in alignment with the City's fiscal period, and shall be provided in a summary format in the Grand Forks Downtown Business Association Annual Report. The annual report to include the Annual Financial Statements prepared by the Grand Forks Downtown Business Association Bookkeeper for April 1st 2017 to March 31st 2018. The Annual Report would suffice as one of the reporting periods required by the City.

6. **Termination of Funding:**

The City may terminate the funding to the Service Provider:

- (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 Bi-Annual Reports to the City.
- (d) Failure to meet with the City when requested to do so.

7. **Record Keeping and Statistical Information**

The Service Provider shall maintain accurate records of receipts and disbursements of funds allocated by the City. These shall be made available to the City when requested and/or shall be included in a summary format in the Bi-Annual Reports.

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

During the term of this agreement, the City agrees to allocate the annual amount of \$5,000 (five thousand dollars). Once the City's financial Plan has been approved, the City shall transfer funds in accordance with Clause 4.

9. **Annual Funding Submission:**

The Service Provider shall submit on an annual basis and no later than September 1st, 2017, (for future years) a request for funding outlining details of staffing request, hours of operation, employee wages and benefits. 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.

10. **Work Safe BC**

The Service Provider must comply with Rules and Regulations governing work place 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.

11. **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;

if to the City: The Corporate Officer, The Corporation of the City of Grand Forks, 7217-4th Street, Box 220 Grand Forks, B.C. V0H 1H0;

and if to the Service Provider: Grand Forks Downtown Business Association, 221 Market Ave PO box 2018, Grand Forks, BC V0H 1H0 Grand Forks, British Columbia V0H 1H0.

13. **Freedom of Information**

Personal information is collected by the City of Grand Forks pursuant to the Local Government Act, the Community Charter and other Acts and Statutes and City By-Laws 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 the Grand Forks Downtown Business Association. The record keeping and minutes must be kept in compliance with the Local Government Act, Community Charter and the Freedom of Information Act.

14. **Settlement of Disputes**

Most disputes 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 or the Chief Administrative Officer may advance the dispute to City Council whose decision shall be final and binding.

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and Seals the day and the year first above written.



Settle down.

GRAND FORKS DOWNTOWN BUSINESS ASSOCIATION FEE FOR SERVICE FUNDING AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2017.

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

OF THE FIRST PART

AND **GRAND FORKS DOWNTOWN BUSINESS ASSOCIATION**
(address) _____
Grand Forks, BC V0H 1H0
(Hereinafter called "the Service Provider")

OF THE SECOND PART

WHEREAS the GRAND FORKS DOWNTOWN BUSINESS ASSOCIATION agrees to provide the following services to the City for the organizations' funding:

1. _____ to be filled in by the association _____
2. _____
3. _____
4. _____

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:

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SIGNED SEALED AND DELIVERED BY)

Authorized City Signatory

Authorized City Signatory

Witness

Authorized Signatory

Authorized Signatory

Witness

Name of Witness