

## CONTRIBUTION AGREEMENT

**THIS AGREEMENT** is made with effect as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Effective Date**”),

**BETWEEN:**

**CITY OF BURNABY**

4949 Canada Way  
Burnaby, BC V5G 1M2

(the “**City**”)

**AND:**

**BURNABY NEIGHBOURHOOD HOUSE SOCIETY**

(Inc. No. S0035149)  
100 – 4460 Beresford Street  
Burnaby, BC V5H 0B8

(the “**Recipient**”)

**WHEREAS:**

- A. The Recipient has requested and the City wishes to provide on an annual basis funding in the amount of \$110,000.00 (the “**Grant**”) together with other benefits for a period of three years to the Recipient for the Programs (as defined herein) in accordance with the terms and conditions of this Agreement.

**NOW THEREFORE**, in consideration of the promises, covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

### 1. DEFINITIONS

1.1. In this Agreement:

- a. “**Agreement**” means this agreement, including the recitals and schedules to this Agreement, as amended from time to time in accordance with this Agreement;
- b. “**City Personnel**” means the City’s elected officials, officers, employees, agents, contractors, licensees, permittees, nominees and delegates;
- c. “**Default Notice**” has the meaning given in subsection 9.1(g);

- d. **“Effective Date”** has the meaning given on page 1 of this Agreement;
- e. **“Eligible Expenditures”** means those eligible expenditures set out in Schedule “A”;
- f. **“Expiry Date”** means December 31, 2026;
- g. **“Grant”** has the meaning given in Recital A;
- h. **“Parties”** means the Recipient and the City and **“Party”** means either one of them;
- i. **“Permitted Parties”** means those permitted parties listed at Schedule “B”;
- j. **“Programs”** means the activities, initiative and programs more particularly described in Schedule “A”; and
- k. **“Reporting Requirements”** has the meaning given in section 6.1.

## 2. EFFECTIVE DATE AND DURATION

- 2.1. This Agreement will commence on the Effective Date and will expire on the Expiry Date, subject to earlier termination in accordance with Article 8 of this Agreement. The Parties agree to a wrap-up period of ninety (90) days after the expiry or termination of this Agreement for the completion of the Reporting Requirements, if applicable.

## 3. ROLES AND RESPONSIBILITIES OF THE PARTIES

- 3.1. In support of the Programs, the City will, during the term of this Agreement, distribute the Grant to the Recipient before March 31 of each calendar year in one payment of \$110,000.00 each, together with the following:
  - a. an in-kind credit for printing wallet size resource cards (approx. total value of \$8,000.00);
  - b. for the Recipient’s Annual Fundraising Gala:
    - i. four (4) golf passes to the Burnaby Mountain Golf Course (approx. total value of \$282.00);
    - ii. four (4) golf passes to the Riverway Golf Course (approx. total value of \$330.00);
    - iii. four (4) gift certificates either for the Burnaby Mountain Golf Course or Riverway Golf Course Restaurant (approx. total value of \$240.00).

3.2. The Recipient will:

- a. distribute the Grant at their discretion among the parties listed in Schedule “B” for those Eligible Expenditures listed in Schedule “A”;
- b. use the Grant in line with the City’s values and strategies and use the Grant primarily for City of Burnaby residents;
- c. comply with all applicable laws, bylaws, statutes, and local government or governmental policies, including all workers’ compensation legislation while carrying out the Programs;
- d. be responsible for all costs related to the Programs, including cost overruns; and
- e. only use the Grant to undertake activities that fall within the scope of the Programs as outlined in Schedule “A”.

3.3. The Recipient will ensure that the Permitted Parties do not apply for additional community grants through the City’s Executive Committee of Council.

#### 4. ELIGIBLE EXPENDITURES

- 4.1. The Grant must be spent by the Recipient during the calendar year for which each payment of the Grant is made.
- 4.2. The Recipient agrees that expenditures are only eligible if incurred while this Agreement is in effect.

#### 5. CHANGES TO WORK AND FUNDING

- 5.1. The Recipient agrees:
  - a. to without delay inform the City of any change to the budget, any change in anticipated funding and any additional funding received for the Programs; and
  - b. that if the Programs generate a profit or receive other sources of funding, the City may reduce the amount of the Grant, request reimbursement of amounts already provided or renegotiate the expected activities under the Programs.

#### 6. REPORTING

- 6.1. As a condition of receiving the Grant from the City, the Recipient agrees to comply with the reporting requirements set out in this Article 6 (the “**Reporting Requirements**”);
- 6.2. The Recipient agrees within three months of the City’s year end to provide the City with their annual report with audited financial statements attached.

- 6.3. The Recipient agrees within three months of the end of each calendar year, prior to the next payment of the Grant, to submit a report to the City outlining the following:
- a. name of the Recipient;
  - b. amount of funding provided by the City;
  - c. number of the City of Burnaby resident participants;
  - d. the positive benefits the Programs have had on the City;
  - e. how the Recipient has ensured that the Programs were accessible and inclusive to all;
  - f. how the Programs met its outcomes;
  - g. how the Programs supported the City's strategic priorities or policies;
  - h. how the Recipient acknowledges the City's contribution to the Programs;
  - i. any learnings from the Programs and how they will be applied to the Recipient's future initiatives.
- 6.4. This provision shall survive the expiration or termination of this Agreement.

## **7. RECORD KEEPING**

- 7.1. The Recipient will maintain separate accounting records clearly identifying revenues and expenditures for the Programs, including any funding received from sources other than the City..
- 7.2. The accounting records referenced in section 7.1 shall include a general ledger containing an itemized breakdown of all expenditures for the Programs.
- 7.3. The Recipient will provide the general ledger, or a sampling of the general ledger, to the City forthwith upon the City's request.
- 7.4. The Recipient will maintain financial records with respect to the Grant in accordance with Generally Accepted Accounting Principles as prescribed in the *Chartered Professional Accountants Canada Accounting Handbook*, including records of all expenditures made by the Recipient in relation to the Programs and invoices, receipts and vouchers relating thereto.
- 7.5. The financial records with respect to the Grant shall be kept separate from all other financial records related to other sources of funding.

- 7.6. The Recipient will retain all materials and records relating to this Agreement and the Programs for a period of no less than seven (7) years following the expiry or termination of this Agreement.
- 7.7. The Recipient will provide any of the aforementioned records and materials to the City forthwith upon the City's request.
- 7.8. The City may unilaterally revise the record-keeping requirements in this Article 7 at any time by giving thirty (30) days prior written notice to the Recipient, and the Recipient agrees to comply with such revised Reporting Requirements upon receipt of such notice.
- 7.9. The Recipient agrees that the City may, at the City's expense, appoint an independent auditor during the term of this Agreement and within seven (7) years following the expiry or termination of this Agreement to review the Program records maintained by the Recipient to ensure compliance with all financial and non-financial provisions of this Agreement
- 7.10. This provision shall survive the expiration or termination of this Agreement.

## **8. TERMINATION**

8.1. This Agreement may be terminated:

- a. by the City providing written notice of termination, whereby the Agreement will be terminated ninety (90) days after receipt of such notice by the Recipient; or
- b. in accordance with section 9.2.

8.2. If this Agreement is terminated prior to the Expiry Date, the Recipient shall still be obligated to comply with the Reporting Requirements, and any record-keeping obligations contained in Article 7 of this Agreement. This provision shall survive the expiration or termination of this Agreement.

## **9. DEFAULT**

9.1. The following events constitute a default under this Agreement:

- a. the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- b. an order is made or a resolution is passed for the winding up of the Recipient or the Recipient is dissolved;
- c. in the City's opinion, the Recipient ceases to operate;

- d. the Recipient, either directly or through its representatives, makes a false or misleading statement to the City;
  - e. the Recipient not completing the Reporting Requirements to the satisfaction of the City, in its sole discretion;
  - f. the Recipient not complying with the record-keeping requirements set out in Article 7 to the satisfaction of the City, in its sole discretion;
  - g. in the City's opinion, the Recipient is in breach of the performance of, or compliance with, any term, condition, milestone, deadline, commitment or obligation provided for in this Agreement and such breach is not rectified within five (5) days of receiving written notice of such breach from the City (the "**Default Notice**"). Notwithstanding anything to the contrary in this Agreement, should the Recipient be deemed to have received an overpayment, it will have thirty (30) days from the notice of overpayment to repay the portion owed in accordance with section 13.2; or
  - h. in the City's opinion, the Recipient or the Programs no longer meets the eligibility criteria to receive the Grant under this Agreement.
- 9.2. If there is a default that is not rectified in accordance with the Default Notice, the City may do any one or more of the following:
- a. waive the default;
  - b. require the default be remedied within a specified time;
  - c. reduce the amount of the Grant;
  - d. suspend the Grant;
  - e. rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid; or
  - f. pursue any other remedy available at law or in equity.
- 9.3. The fact that the City refrains from exercising a remedy or any right herein must not be deemed a waiver of such remedy or right unless waiver is in writing signed by the City and the Recipient and, furthermore, partial or limited exercise of a remedy or right conferred on it will not prevent it in any way from later exercising any other remedy or right under this Agreement or other applicable law.
- 9.4. The written waiver by the City of any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

## 10. INDEMNIFICATION AND LIABILITY

- 10.1. The Recipient will indemnify and save harmless the City and City Personnel from and against all liabilities, claims, suits, losses, expenditures, actions, including actions of third parties, damages and costs (including legal fees on a solicitor and own-client basis) and other proceedings made or costs, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to:
- a. the Programs;
  - b. any injury or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Recipient; or
  - c. any breach or non-performance of the obligations of the Recipient under this Agreement.
- 10.2. The Recipient agrees that the City and City Personnel will not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or volunteers in carrying out the Programs.
- 10.3. The indemnity and release in sections 10.1 and 10.2, respectively, will survive the expiry or termination of this Agreement.

## 11. INSURANCE

- 11.1. The Recipient shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain during the term of this Agreement, with insurers licensed in Canada and in form and amounts acceptable to the City, commercial general liability insurance with limits of not less than Five Million Dollars (\$5,000,000), or such other amount as the City may require from time to time, per occurrence, against third party liability claims for bodily injury, death and property damage. Such insurance will be written on an occurrence basis and will provide for blanket contractual liability, including liability assumed by the Recipient under this Agreement. The policy will also contain a cross liability or severability of interests clause and will name the Recipient and City Personnel as additional insureds with

respect to third party claims arising out of the Recipient's operations pursuant to this Agreement.

- 11.2. All insurance carried by the Recipient shall be primary and not require the sharing of any loss by the City.
- 11.3. Prior to the full execution of this Agreement and upon each renewal of insurance coverage, the Recipient shall provide the City with evidence of all insurance covering the Programs or related to this Agreement.

## **12. NO-PARTNERSHIP OR AGENCY**

- 12.1. Notwithstanding the fact that the City may provide instructions or directions to the Recipient under this Agreement, the Recipient is independent. The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture, does not create an agency or employment relationship between the City and the Recipient, and in no way implies or creates any agreement or undertaking to conclude any subsequent agreement.
- 12.2. The Recipient agrees not to represent itself as being a partner, co-contractor, employee or agent of the City in carrying out the Programs referred to in this Agreement.
- 12.3. The Recipient will not commit or purport to commit the City to the payment of money to any person, firm, or corporation. No Party has any authority to enter into any contract, to assume any obligations or give any warranties or representations on behalf of any other Party.

## **13. OVERPAYMENT, DEBTS AND INTEREST CHARGES**

- 13.1. The Recipient is deemed to have received an overpayment if any of the following occurs:
  - a. the Grant was paid to the Recipient but remained unexpended by the end of the calendar year for which the Grant was paid or the date of expiry or termination of this Agreement; or
  - b. for any other reason, the Recipient was not entitled to the Grant, or the City determines that the sums paid exceed the amount to which the Recipient was entitled.
- 13.2. If the Recipient is deemed to receive an overpayment, the Recipient must repay any overpayment to the City within thirty (30) days of receiving notice of overpayment from the City, unless otherwise directed by the City.



- 13.3. Reimbursements due to the City by the Recipient pursuant to this Article 13 will be made payable to the City of Burnaby.
- 13.4. Any amount to be repaid by the Recipient to the City under this Agreement is deemed a debt owed to the City.
- 13.5. Any deficit remaining upon expiry of this Agreement is the sole responsibility of the Recipient.
- 13.6. The Recipient's obligations under this Article 13 will survive the expiry or earlier termination of this Agreement.

#### **14. REPRESENTATIONS AND WARRANTIES**

- 14.1. The Recipient represents and warrants to the City that:
  - a. the Recipient has the capacity and authority to enter into this Agreement to carry out the Programs and that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority, whichever is earlier;
  - b. the Programs and Eligible Expenditures accurately reflect what the Recipient intends to do, that the information contained therein is accurate, and that all relevant information in respect of the Programs has been disclosed;
  - c. the Recipient is not participating in, or condoning, any activity that could be construed as contrary to the laws of Canada or British Columbia;
  - d. the Recipient has no knowledge of any fact that materially adversely affects, or may materially affect, the provision of the Grant to the Recipient or the Recipient's ability to fulfill its obligations under this Agreement.
- 14.2. During the term of this Agreement, the Recipient will take all necessary actions to maintain itself in good standing, avoid conflict of interest, to preserve its legal capacity, and to inform the City, without delay, of any failure to do so.

#### **15. PUBLIC ANNOUNCEMENTS**

- 15.1. The Recipient agrees that, with respect to this Agreement, public announcements may be made by the City in the form of press releases, press conferences or as otherwise may be determined by the City.
- 15.2. The Recipient agrees that it will provide all reasonable and necessary assistance in the organization of these public announcements, as requested by the City. The Recipient acknowledges that its name, the Grant amount, other benefits provided, and the general nature of the activities supported may be made publicly available.

- 15.3. The Recipient will not make any public announcement with respect to the Programs identifying the City or make the terms of this Agreement public without first obtaining the City's approval as to the form and content of the public announcement or disclosure.

## 16. DISCLOSURE AND FOIPPA

- 16.1. Information gathered by the Parties in carrying out this Agreement is subject to applicable legislation, including the *Freedom of Information and Protection of Privacy Act* ("FOIPPA"), regarding access to information and privacy as well as City bylaws and policies regarding public disclosure of information.
- 16.2. The Recipient acknowledges and agrees that the City may make this Agreement public, or allow this Agreement to be made public, along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.
- 16.3. The Recipient acknowledges that all records of the City in relation to this Agreement or received by the City pursuant to this Agreement that are in the custody or control of the City will be subject to the access and privacy provisions of FOIPPA, which creates a right of access to records under the custody or control of public bodies subject to specific, limited exceptions.

## 17. NOTICE

- 17.1. All notices, information, payments and documents must be sent:
- a. if to the Recipient, then to the address set out on the first page of this Agreement , or any other address provided to the City by written notice,

Burnaby Neighbourhood House Society  
100 – 4460 Beresford Street  
Burnaby, BC V5H 0B8

Attention: \_\_\_\_\_  
\_\_\_\_\_

- b. if to the City, then to the following address, or any other address provided to the Recipient by written notice:

City of Burnaby  
4949 Canada Way  
Burnaby, BC, V5G 1M2  
Attention: General Manager Corporate Services,

with a copy to the Corporate Officer and City Solicitor;

- 17.2. Any notice, information or document required under this Agreement is deemed delivered if forwarded by mail. Any notice mailed is deemed received five (5) working days after it is mailed.

## 18. MISCELLANEOUS

- 18.1. In this Agreement:

- a. the captions and headings appearing in this Agreement and the division of this Agreement into Article, sections and subsection are for convenience of reference only and will in no way affect the construction or interpretation of this Agreement or any of the provisions hereof;
- b. each reference to a statute is deemed to be reference to that statute and to the regulations made under that statute as amended or re-enacted from time to time; and
- c. words denoting gender will be deemed to include all genders, the singular number will include the plural or masculine, and references to an individual include body corporate where the context so requires.

- 18.2. Time is of the essence.

- 18.3. All Grant payments will be made in the lawful currency of Canada, unless otherwise agreed to by the Parties.

- 18.4. The Recipient will not assign this Agreement, or any part thereof, without the written consent of the City, which consent may be withheld or conditioned at the City's sole discretion.

- 18.5. Nothing contained or implied in this Agreement will fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in this Agreement will derogate from the obligations of the Recipient under any other agreement with the City or, if the City so elects, prejudice or affect the City's remedies under any law or in equity, or the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Community Charter* (British Columbia) or the *Local Government Act* (British Columbia), as amended or replaced from time to time, or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered by the Recipient and the City.

- 18.6. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by a competent court, that provision must be removed from this Agreement without affecting any other provision of this Agreement.
- 18.7. All obligations of the Recipient will expressly, or by their nature, survive termination or expiration of this Agreement until, and unless, they are fulfilled, or by their nature expire.
- 18.8. This Agreement, including all Schedules attached hereto, constitute the entire agreement among the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.
- 18.9. This Agreement will only be amended by written agreement of the Parties.
- 18.10. This Agreement will be binding upon the City and its assigns and the Recipient, the Recipient's successors and permitted assigns.
- 18.11. This Agreement will be governed in accordance with the applicable laws in British Columbia. Each of the City and the Recipient accepts and attorns to the jurisdiction of the courts of the Province of British Columbia
- 18.12. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by email in pdf form, will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

The Parties have executed this Agreement as of the Effective Date as follows:

**CITY OF BURNABY**, by its authorized signatories:

\_\_\_\_\_  
Name:

**BURNABY NEIGHBOURHOOD HOUSE SOCIETY**, by its authorized signatory:

\_\_\_\_\_  
Name:

### **Schedule "A" – Programs**

#### **Eligible Expenditures**

This Agreement is to offset costs incurred to operate the Recipient, which include the following:

- Salaries;
- Lease or rent payments;
- Utilities;
- Insurance;
- Office supplies;
- Operating maintenance and repair costs; and
- Program costs associated with the activities undertaken by the Recipient.

In addition, the following types of activities associated with the Recipient or the Permitted Parties are acceptable. This list includes, but is not limited to:

- offering information and referral service;
- operating meal delivery programs;
- producing and distributing printed resources;
- helping individuals file their income tax returns;
- registering individuals for the City's Recreation Credits program;
- supporting Burnaby's vulnerable residents with advocacy and access to basic needs supports and resources that alleviate the day-to-day challenges of living in poverty or isolation
- supporting Seniors with transportation needs and accompaniment;
- operating two Neighbourhood Houses which provide low barrier/accessible programs and services that address local needs and promote community engagement; and
- operating daycare sites for children 0-12 years old.

**Schedule “B” – Permitted Parties**

1. Burnaby Neighbourhood House Society;
2. Burnaby Meals on Wheels;
3. Burnaby Christmas Bureau;
4. Burnaby Community Services Society; and
5. Burnaby Seniors Outreach Services Society.

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