

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made as of the _____ day of _____, 2022,

BETWEEN:

THE CITY OF FORT ST. JOHN

10631 – 100th Street
Fort St. John, BC, Canada
V1J 3Z5

(the “**City**”)

AND:

NORTH PEACE CULTURAL SOCIETY (Inc. No. S22530)

10015 – 100th Avenue
Fort St. John, BC, Canada
V1J 1Y7

(the “**Society**”)

WHEREAS:

- A. The City is the owner in fee simple of those lands and premises with civic addresses of 10015 – 100th Avenue, Fort St. John, B.C. V1J 1Y7 and 10015- 99th Avenue, Fort St. John, B.C. V1J 1V2 (together, “**Lands**”);
- B. The City’s cultural centre (the “**Cultural Centre**”) is located on the Lands;
- C. The City has a guiding principle related to the provision of cultural services within the City of Fort St. John and has provided substantial investments into supporting such services;
- D. The Society has vibrant relationships with individuals and organizations within the arts and culture community and, through its volunteer board comprised of community members, provides arts and cultural services to the community;
- E. The Society has operated the Cultural Centre on behalf of the City for many years and the City and the Society wish to continue their relationship in the provision of cultural services and the creation of a thriving arts and cultural scene in the City of Fort St. John; and
- F. The City and the Society wish to enter into this MOU to set out their mutual understanding and commitment towards furthering their shared goal of fostering a vibrant, livable, culturally rich community that celebrates cultural, artistic and human diversity.

NOW THEREFORE, in consideration of furthering their respective interests, the parties have reached the following understanding:

1. PURPOSES:

1.1. **Purposes.** The City and the Society are entering this MOU to foster a spirit of cooperation and collaboration between each other so that the both the City and the Society can work together to ensure that the level of cultural services being provided to the Fort St. John community adequately addresses the need for such services in the community. To that end, the City and the Society may collaborate and work together to:

- (a) identify matters of mutual interest where both the City and the Society can collaborate to deliver cultural services to the City of Fort St. John and surrounding region;
- (b) identify ways in which both the City and the Society can collaborate to support an arts community comprised of, without limitation, theater, dance, music, comedy, arts and crafts in an ethnically and culturally diverse way;
- (c) identify ways in which both parties can celebrate the rich heritage of the Dene Zaa people, as well as local indigenous cultures generally; and
- (d) develop a rich partnership grounded in mutual respect that fosters the sharing of information, the establishment of mutual goals, and the contribution to the development of the cultural richness of the community.

2. PRINCIPLES

2.1. **Principles.** The principles of this MOU are to:

- (a) foster an atmosphere of mutual respect in the participation of planning activities, recognizing the unique skills and expertise which each party brings to further their mutual goals;
- (b) ensure that each party can operate autonomously while still pursuing a collaborative vision of the delivery of arts and culture to the community;
- (c) ensure that the parties dedicate the resources necessary to engage with one another effectively; and
- (d) encourage the parties to respect the time and effort each party has or will contribute to carry out the purposes set out in Section 1.1 above.

3. AREAS OF JOINT INTEREST

3.1. **Meetings and Collaboration.** The City and the Society will schedule regular meetings, as required, to foster a collaborative approach to identifying and pursuing cultural opportunities. Each party will also pursue cultural initiatives individually, it being acknowledged and agreed by the parties that the sum of each party's individual efforts will also jointly contribute to nurturing and supporting the parties' shared cultural goals.

3.2. **Key Performance Indicators.** The parties will collaborate to develop a set of Key Performance Indicators ("KPIs") that will, among other things:

- (a) reflect the parties' shared commitment to the delivery of cultural services;
- (b) ensure that both the City and the Society remain accountable to the community; and

(c) ensure the provision of first-class cultural services.

- 3.3. **Scope of Arts and Culture and Use of the Cultural Centre.** The parties acknowledge that that culture and art take many diverse forms and that no one organization or group can provide all things to all people. Accordingly, the parties will endeavour to maximize the benefits to the public of the Cultural Centre by creating an environment in the Cultural Centre that supports local artists of all disciplines and provides a space where the public may come to enjoy art and culture in its many forms, including without limitation, paintings, drawings, sculpture, pottery, weaving and spinning, poetry, dance, music, comedy, theatre and other creative pursuits.
- 3.4. **Improvements and Investments to the Cultural Centre.** The parties recognize that the Cultural Centre is a key asset for the provision of arts and culture in the community and therefore agree that investments in and improvements to the Cultural Centre required by the Society must generate tangible benefits for the sustainability and functionality of the Cultural Centre.

4. TERM AND TERMINATION

- 4.1. **Term.** The term of this MOU will be for a period of two (2) years, commencing on the date first written above, subject to Section 4.2 and subject to the renewal of this MOU by written agreement of the parties, no later than the expiry of such term.
- 4.2. **Termination.** Either party may terminate this MOU on at least ten (10) days prior written notice to the other party.

5. PUBLICITY AND COMMUNICATIONS

- 5.1. **Publicity.** All outward facing communications, including without limitation press releases and social media, regarding this MOU and the matters set out herein will be positive, constructive, respectful and collaborative and will be jointly agreed upon prior to any public release, subject to each party's respective legal obligations under the *Freedom of Information and Protection of Privacy Act*, or any other applicable federal or provincial privacy or access to information legislation.
- 5.2. **Communications.** The parties acknowledge that the success of their relationship is based on mutual trust and respect and that such mutual trust and respect requires regular open and honest communication to resolving issues in a respectful manner.

6. CULTURAL SERVICES AGREEMENT

- 6.1. **Cultural Services Agreement.** To implement the purposes set out in this MOU, the City and the Society intend to enter into a binding cultural services agreement and lease (together, the "**Cultural Services Agreement**") setting out, among other things, the terms and conditions for the Society's lease of the Cultural Centre and provision of cultural services on behalf of the City, all as more particularly set out in the Cultural Services Agreement.

7. GENERAL

- 7.1. **Expression of Intent.** Both the City and the Society acknowledge and agree that this MOU is an expression of intent only and is not intended to be legally binding or create legally enforceable rights between the parties nor does it create or imply any legal rights, liabilities, or obligations between or among the parties or any other person or entity.

- 7.2. **Relationship of the Parties.** No provision of this MOU and no action by the parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever among the parties.
- 7.3. **No Fettering & No Derogation.** Nothing contained or implied in this MOU will be construed as limiting or prejudicing the rights and powers of the City, the Council for the City, the Society or the Board of the Society in the exercise of their respective functions pursuant to the *Community Charter*, the *Local Government Act* or the *Societies Act*, as applicable, or any other right or power under any public or private statutes, bylaws, orders or regulations, all of which may be fully exercised as if this MOU had not been entered into. This MOU does not fetter the legislative jurisdiction of the Council of the City of Fort St. John.
- 7.4. **Amendments.** The City and the Society agree that this MOU may only be amended, supplemented or otherwise modified by mutual written consent and agreement signed by the parties.
- 7.5. **Notices.** Any notices to be given under this MOU will be sufficiently given if personally delivered, sent by facsimile transmission, PDF email transmission or mailed in Canada to the parties' respective addresses as set forth on page 1 hereof. Any notice or other communication given under this MOU will be deemed to have been given:
- (a) in the case of delivery by hand, when delivered;
 - (b) in the case of facsimile transmission or PDF email transmission, when a legible facsimile or e-mail is received by the recipient if received before 5:00 pm on a day other than a Saturday, Sunday or statutory holiday in the province of British Columbia; and
 - (c) in the case of delivery by mail, on the third day after mailing.
- 7.6. **Assignment.** Neither the City nor the Society may assign their respective rights under this MOU without the prior written consent of the other party, which consent may be withheld in each parties' sole discretion.
- 7.7. **Entire Agreement.** This MOU, and the Cultural Services Agreement to be entered into pursuant to this MOU, together, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all previous agreements and understandings whether verbal or written.
- 7.8. **Paramountcy.** In the event of any conflict or inconsistency or ambiguity between the terms of this MOU and the Culture Services Agreement, the terms of the Cultural Services Agreement will govern.
- 7.9. **Counterparts and Electronic Signing.** This MOU may be signed and delivered by facsimile or PDF email transmission in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

[execution page follows]

IN WITNESS WHEREOF of the parties have signed this MOU as for the date first written above.

CITY OF FORT ST. JOHN, by its authorized
signatories:

Mayor:

Corporate Officer

NORTH PEACE CULTURAL SOCIETY,
by its authorized signatory(ies):

Name:

Name: