



## Regional District of Fraser-Fort George & Prince George Public Library Cooperation Agreement

THIS COOPERATION AGREEMENT is made this <u><<DATE>></u> day of <u><<MONTH>></u>, 2025 between the Regional District of Fraser-Fort George ("RDFFG") and the Board of Trustees of the Prince George Public Library ("PGPL Board") to collaborate on the governance and oversight activities of the Prince George Public Library through RDFFG participation on the PGPL Board, as outlined herein.

### WHEREAS:

a. The Prince George Public Library ("PGPL") is established as a municipal library under the

Library Act, R.S.B.C. 1996, c. 264 ("The Act");

- b. Residents of the Regional District of Fraser-Fort George's ("RDFFG") Electoral Areas A, C, D, E, F, and the portion of Area G lying south of McLeod Lake are eligible for free public library services and programs from PGPL through an agreement made between the RDFFG and the City of Prince George;
- c. The Act requires that library board members of a municipal library must be residents or electors of the municipality;
- d. Section 48 of the Act permits the appointment of library board members from a regional district, as defined in the Act, pursuant to a written agreement; and
- e. The PGPL received approval on January 8, 2024 from the City of Prince George as the responsible municipality to enter into such an agreement with the RDFFG.

# AGREEMENT

THEREFORE, the PGPL and RDFFG agree, pursuant to section 48 of the Act, that:

- 1. The RDFFG may appoint one (1) person (the "Appointee") to serve as a library trustee on the PGPL Board;
- 2. The Appointee is subject to the terms of the Act for regular appointments, including but not limited to:
  - (a) terms of two (2) years;
  - (b) reappointment at the expiry of a two-year term, to a maximum of eight (8) consecutive years;
  - (c) voting at PGPL Board meetings.





- The RDFFG will ensure that each of its appointees to the PGPL board resides within the recognized service area of PGPL, in one of: Electoral Area A, Electoral Area C, Electoral Area D, Electoral Area E, Electoral Area F, or that portion of Electoral Area G lying south of McLeod Lake of the Regional District of Fraser Fort George; and
- 4. Any PGPL Board member appointed by the RDFFG in accordance with this Agreement is subject to any PGPL policies applicable to all members of the PGPL Board.

# ACCOUNTABILITY

5. Representatives of PGPL will attend a regularly scheduled meeting of the RDFFG Regional Board annually, to provide an update, assess the progress of the partnership, discuss achievements and challenges, and propose necessary adjustments, ensuring transparency and effective communication between PGPL and RDFFG.

## AGREEMENT TERM AND TERMINATION

- 6. This Agreement is effective as of the date first set out above and will continue in perpetuity and may be terminated by the RDFFG or PGPL Board with 30 days written notice.
- 7. Upon termination, pursuant to this Agreement, any current Appointee may continue to be a member of the PGPL Board until the expiry of their current term and will continue to be subject to the terms of this Agreement.

# AMENDMENTS TO THE AGREEMENT

- 8. Any amendments to this Agreement require the written consent and agreement of both the RDFFG and PGPL Board. Either party to the Agreement may propose an amendment by providing written notice to the other party, requesting the desired amendment(s) and including the rationale for the proposed changes and any supporting documentation deemed necessary.
- Upon receipt of a proposed amendment, both RDFFG and PGPL commit to negotiating together in good faith to discuss and evaluate the proposed changes. Negotiations may include email correspondence, meetings, discussions, and consultations, as necessary to reach a consensus.
- 10. Amendments to the Agreement will be considered final only upon written agreement and signature by authorized representatives of both the RDFFG and PGPL Board. All approved amendments to the Agreement will be documented and appended to the original Agreement as part of the official record.





- 11. Upon final approval of amendments to the Agreement, both parties will provide written notice to the relevant stakeholders, including respective councils, boards or governing bodies, to ensure transparency and accountability.
- 12. The Agreement as amended will be considered the governing document for the continued collaborative relationship between the RDFFG and PGPL Board.

### NOTICE

- 13. Any notice to be given pursuant to this Agreement must be in writing effective if delivered in person, sent by registered mail addressed to the party for whom it is intended or sent electronically, to the PGPL Board at:
  - by mail: Attn: Paul Burry, Library Director Prince George Public Library 888 Canada Games Way Prince George, BC V2L 5T6

by email: <u>ask@pgpl.ca</u>

and to the RDFFG at:

by mail: Attn: Maureen Connelly, General Manager, Legislative and Corporate Services/Corporate Officer Regional District of Fraser-Fort George 155 George Street Prince George, BC V2L 1P8 by email: <u>district@rdffg.bc.ca</u>

Any notice, request, or other communication is deemed to have been given if delivered in person, when delivered; if by registered mail, when the postal receipt is acknowledged; and, if by electronic means, when transmitted. The address or email address of a party may be changed by notice in the manner set out in this provision.

### COUNTERPART

14. This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.





IN WITNESS THEREOF the parties have executed this Agreement.

**Regional District of Fraser-Fort George** 

by its authorized signatory(ies):

CHAIR

GENERAL MANAGER, LEGISLATIVE & CORPORATE SERVICES/ CORPORATE OFFICER

**Prince George Public Library** by its authorized signatory(ies):

**BOARD CHAIR** 

LIBRARY DIRECTOR