

REQUEST FOR DECISION

— REGULAR MEETING —



To: Mayor and Council
From: Administrative Department
Date: June 19th, 2017
Subject: Council's approval of Fee for Service Contract
Recommendation: **RESOLVED THAT Council approves of the revised 2017 Fee for Service Agreement between the Boundary Country Regional Chamber of Commerce and the City of Grand Forks.**

BACKGROUND: At a Special Meeting of Council on May 29th, 2017, Council determined to re-instate the funding for the Boundary Country Regional Chamber of Commerce for 2017, and further to make a revision to the contract language prior to expediting. Attached to this report is the revision of this contract with the addition of a few small housekeeping items and date changes (highlighted) for Council's consideration.

Benefits or Impacts of the Recommendation:

General: Expedition of funding, fee for service, as per the 2017 Financial Plan
Strategic Impact: Economic Development initiatives
Financial: \$20,000 – 2017 Fee for Service
Policy/Legislation: Council has the authority to determine funding by the means of fee for service agreements with organizations
Attachments: Proposed Fee for Service Contract

Recommendation: **RESOLVED THAT Council approves of the revised 2017 Fee for Service Agreement between the Boundary Country Regional Chamber of Commerce and the City of Grand Forks.**



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.

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Department Head or CAO	Chief Administrative Officer



Settle down.

BOUNDARY COUNTRY REGIONAL CHAMBER OF COMMERCE 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 **BOUNDARY COUNTRY REGIONAL CHAMBER OF COMMERCE**
PO Box 2949, **135 Market Avenue**
Grand Forks, BC V0H 1H0

(Hereinafter called "the Service Provider")

OF THE SECOND PART

WHEREAS the BOUNDARY COUNTRY REGIONAL CHAMBER
OF COMMERCE agrees to provide services for the organizations' funding to the City
by:

- (a) Maintain a business listing of all licensed businesses that links to City website
- (b) Provide social media presence at City request – ie e-blasts and
- (c) Information sharing when requested
- (d) Assist the City in maintaining a complete listing of businesses working within the City
- (e) Inform unlicensed businesses of the City Business License requirements
- (f) Report quarterly as a presentation to City Council at a Regular Council Meeting (March, June, September and December)

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) **Quarterly Report:** Summary of activities of the Boundary Country Regional Chamber of Commerce, where members of the board present to the City as a Delegation at a Regular Council Meeting, on a quarterly basis 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 Boundary Country Regional Chamber of Commerce 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) **Council:** City of Grand Forks City Council
 - (f) **Fiscal Year (City):** January to December in any year for which the funding for the Boundary Regional Chamber of Commerce is approved and allocated by Council.
 - (g) **Boundary Country Regional Chamber of Commerce Service:** _____
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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 September 1st, 2017. 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 Boundary Country Regional Chamber of Commerce Service, the Service Provider:

- (a) Must maintain all supporting details and records of Revenues and Expenditures relating all funds transferred from the City.
- (b) Must use funds provided by the City solely for the purposes as per Definitions in 'g' above, i.e., **Boundary Country Regional Chamber of Commerce Service** (if there are specifications, as determined by Council)
- (c) Must carry forward into the next Fiscal Year any surplus arising from the operation of the Boundary Country Regional Chamber of Commerce.
- (d) Must comply and operate within the rules and regulations issued by Work

- Safe BC governing workers and volunteers on the Building and Premises.
- (f) Must pay employees on regular basis and as a minimum be in compliance with the Employment Standards Act;
 - (g) Must 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 Boundary Country Regional Chamber of Commerce's bylaws as approved by the Ministry of Innovation, Science and Economic Development, as the BCRCC's regulatory body.

4. **Timely Release of Funds**

The transfer of approved annual funding from the City will occur as follows: on or before June 30, 2017 in the amount of \$20,000. The Boundary Country Regional Chamber of Commerce to provide an invoice four weeks prior to funding date.

5. **Staffing and Hours of Operation**

The Society is responsible for staffing and maintaining the Service in accordance with the Approved Annual Budget. The Service Provider is responsible for the Employees and complying with the payment of wages, benefits, safety at the worksite and remitting deductions. Failure to pay employees and deductions will result in a breach of this agreement.

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 Quarterly 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 presented by the members of the board, to the City at a Regular Council Meeting on a quarterly basis (March, June, September and December) in alignment with the City's fiscal period, and further shall be included in a summary format in the Boundary Country Regional Chamber of Commerce in the Annual Report.

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

During the term of this agreement, the City agrees to allocate the annual amount of \$20,000 (twenty 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, 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: Boundary Country Regional Chamber of Commerce, PO Box 2949, 1647 Central Avenue, Grand Forks, B.C. 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 Boundary Country Regional Chamber of Commerce. 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**

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 City 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

Witness Signature

Name of Witness