



**AGREEMENT FOR SERVICES**

**THIS AGREEMENT** dated for reference this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BETWEEN:

**DISTRICT OF MACKENZIE**

Bag 340  
1 Mackenzie Boulevard  
Mackenzie, BC V0J 2C0

(the "**District**")

OF THE FIRST PART

AND:

**Mackenzie Chamber of Commerce**

P.O. Box 880  
#11-600 Mackenzie Blvd  
Mackenzie BC, V0J 2C0

(the "**Contractor**")

OF THE SECOND PART

**WHEREAS:**

- A. The District has agreed to engage the Contractor and the Contractor has agreed to provide the services described in Schedule "A" to this Agreement (the "**Services**") to the District on the terms and conditions set out in this Agreement and the facility expectations set out in Schedule "A" to this Agreement.
- B. The intent of this Agreement and the funding commitment herein are specifically for supporting the operations of the Contractor and no other activities within the District.

**NOW THEREFORE** the District and the Contractor, in consideration of their mutual duties and responsibilities and in consideration of the payment to be made by the District to the Contractor agree as follows:

## **1.0 DEFINITIONS**

1.1 In this Agreement:

- (a) **"Services"** means the services to be provided by the Contractor, as described in Schedule "A" to this Agreement.
- (b) **"Chamber"** means Mackenzie Chamber of Commerce

## **2.0 TERM**

2.1 The term of this Agreement is for the period commencing February 1, 2024 and terminating on December 31, 2024 (the **"Term"**), subject to earlier termination as provided in section 7 of this Agreement.

2.2 Upon expiry of the term, the District's Corporate Services Department will conduct another information request and review of information in accordance with the guideline and criteria approved by the District and provide recommendations for amendments and renewal of the Agreement to the District. Upon agreement by both parties in writing, this Agreement may remain in effect after its expiration date to facilitate ongoing negotiations for successful renewal.

2.3 The District's Corporate Services Department will review this Agreement three (3) months prior to expiration.

## **3.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES**

3.1 The Contractor must:

- (a) provide the District with the Services throughout the Term, in accordance with the specifications and requirements set out in Schedule "A" to this Agreement, and to the satisfaction of the District;
- (b) supply all labour, equipment and material, and do all things necessary for the provision of the Services;
- (c) perform the Services for the District with that degree of care, skill and diligence normally utilized by contractors having similar qualifications and performing duties similar to the Services;
- (d) charge only the fees which the Contractor is entitled to under this Agreement for the provision of the Services;
- (e) obtain and maintain in force throughout the Term the insurance required under Schedule "B" to this Agreement;

- (f) be registered as an employer with WorkSafe BC, and maintain workers compensation coverage with WorkSafe BC for the Contractor and its employees;
- (g) provide satisfactory proof of the Contractor's WorkSafe BC coverage upon request by the District;
- (h) not commit or purport to commit the District to the payment of any money to any person, firm or corporation, without the District's prior written consent;
- (i) keep proper and accurate books of account and records of any and all monies received and disbursed in the provision of the Services and make the books of account and records available for inspection and audit by the District or its authorized representatives upon request;
- (j) provide the Services in compliance with all applicable health and safety standards, rules, regulations, requirements and codes of practice prescribed under any federal, provincial or local government statute, regulation, bylaw or permit relating in any respect to the Contractor's provision of the Services; and
- (k) follow all Destination BC visitor centre operation protocols and funding requirements, and entering and reporting on all associated Destination BC data collection and annual reporting;
- (l) during the Term, not perform a service for or provide advice to any person, firm or corporation which gives rise to a conflict of interest with the duties and obligations of the Contractor to the District under this Agreement.
- (m) acknowledge the District and Destination BC as a funding source in its advertisements and promotional materials for the duration of this Agreement; and
- (n) following the issuance of funds, submit an annual activity report to the District by **October 31<sup>st</sup>** of each year and provide an in-person presentation to Council in November or December of each year of the Agreement, highlighting accomplishments, goals and objectives, benefits provided to the community and a financial statement outlining how the District's funding was utilized.

#### **4.0 DISTRICT RESPONSIBILITIES & CABOOSE FACILITIES EXPECTATIONS**

4.1 The Caboose Visitor Information Centre, owned by the District, is the main Visitor Information Centre during the summer months. Daily and as needed sweeping/mopping of the floors, emptying of garbage and general cleaning, and tidying of the Caboose, the grounds around the Caboose and public washroom facilities is the responsibility of Mackenzie Chamber of Commerce.

- 4.2 The District will handle general maintenance of the Caboose Visitor Information Centre grounds, outdoor empty garbage bins, and overview public washroom facilities. The District will conduct any repairs required at the facility.
- 4.3 The Chamber will be provided sets of keys to the Caboose Visitor Information Centre that they are the tenant of. Distribution of these keys will be the responsibility of the Chamber for its staff or other members that require afterhours access. Security of these keys is the responsibility of the Chamber.
- 4.4 It is the responsibility of the Chamber to ensure the Caboose Visitor Information Centre is locked at the end of daily operations and any afterhours meetings.
- 4.5 The District will be responsible for the annual seasonal opening of the facility in the spring and shutdown of the facility and grounds in the Fall.

## **5.0 CONTRACTOR REPRESENTATIONS AND WARRANTIES**

- 5.1 The Contractor represents and warrants to the District that:
- (a) if the Contractor is a not-for-profit society, it is duly organized, validly existing and legally entitled to carry on activities in British Columbia and is in good standing with respect to its registration with the Province of British Columbia and filings of annual reports in accordance with the *BC Societies Act*;
  - (b) the Contractor has sufficient trained staff, facilities, materials, and appropriate equipment in place and available to enable it to fully perform the Services.

## **6.0 FEES AND EXPENSES**

- 6.1 In consideration for the provision of the Services, the District shall pay to the Contractor the fee for all Services rendered under this Agreement according to the amounts and times of payment set out in Schedule "A" to this Agreement.
- 6.2 Unless stated otherwise in this Agreement, all sums of money are in Canadian Dollars.

## **7.0 INDEMNIFICATION**

- 7.1 The Contractor shall release, indemnify, and keep indemnified the District, its elected officials, officers, employees, agents and contractors of and from all claims, costs, losses, damages, actions, causes of action, expenses and costs arising from any error, omission or negligent act of the Contractor, or its officers, employees, agents or contractors, in the performance of the Services.



if to the Contractor:

P.O. Box 880  
#11-600 Mackenzie Blvd  
Mackenzie BC, V0J 2C0  
Attention: Janey Morgan, Chamber Manager  
Email: [manager@mackenziechamber.bc.ca](mailto:manager@mackenziechamber.bc.ca)

## **11.0 TIME**

11.1 Time is of the essence of this Agreement.

## **12.0 BINDING EFFECT**

12.1 This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

## **13.0 SURVIVAL OF CERTAIN COVENANTS**

13.1 The covenants and agreements contained in sections 3.1(l), 6.1, and 8.1 shall survive the expiry or earlier termination of this Agreement and those sections are severable for that purpose.

## **14.0 RELATIONSHIP**

14.1 The legal relationship between the Contractor and the District is that of an independent contractor and purchaser of services, and, in particular and without limiting the generality of the foregoing, nothing in this Agreement shall be construed so as to render the relationship between the Contractor and the District to be that of employee and employer.

## **15.0 ASSIGNMENT**

15.1 The Contractor shall not assign its interest in this Agreement, or any right, benefit or obligation conferred or imposed hereunder, in whole or in part, whether by operation of law or otherwise, except with the prior written consent of the District, which may be withheld for any reason.

## **16.0 WAIVER**

16.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

## **17.0 ENTIRE AGREEMENT**

17.1 This Agreement, including the Schedules attached to it, constitutes the entire agreement between the parties with respect to the matters herein.

## **18.0 INVALIDITY**

18.1 If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

## **19.0 CONFLICT**

19.1 In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.

## **20.0 AMENDMENT**

20.1 This Agreement may not be modified or amended except by the written agreement of the parties.

## **21.0 LAW APPLICABLE**

21.1 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

## **22.0 HEADINGS**

22.1 The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.

## **23.0 INTERPRETATION**

23.1 Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.

## **24.0 COUNTERPART**

24.1 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.

**Signatures on next page → → →**

**IN WITNESS HEREOF** the District and the Contractor have executed this Agreement as of the day, month and year first above written.

**DISTRICT OF MACKENZIE**, by its  
authorized signatory(ies):

\_\_\_\_\_  
Diane Smith, Chief Administrative Officer

**MACKENZIE CHAMBER OF COMMERCE**, by  
its authorized signatory(ies):

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

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

**SIGNED, SEALED AND DELIVERED by**  
**MACKENZIE CHAMBER OF COMMERCE**  
in the presence of

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Mackenzie Chamber of Commerce



## **SCHEDULE A**

### **1. SERVICES**

- (a) The Mackenzie Chamber of Commerce take a leadership role in the Visitor Information Centre and will offer visitor information services that:
- i. Promote Mackenzie and encourage visitation to the area;
  - ii. Enhance visitor satisfaction and recommendations;
  - iii. Facilitate travel planning, booking, and navigation;
  - iv. Support the District of Mackenzie brand and marketing campaigns;
  - v. Increase visitor spending, length of stay, and repeat visits;
  - vi. Strengthen and enhance the well-being of our community;
  - vii. Meet the goals and objectives of the District's Official Community Plan, the District's Tourism Plan, the District's Community Economic Development Plan, as well as Destination BC's Corporate Strategy;
  - viii. Answering visitor information requests over email and organize mail out of brochures and map requests;
  - ix. Actively attend provincial and regional visitor information services meetings, and provide the District with highlights from the meetings;
  - x. Meet with the District on a regular basis to provide updates on hiring, training, beginning of season, mid-season, and end of season operations;
  - xi. Facilitate a comprehensive exemplary training to staff involved in providing visitor information services;
  - xii. Report monthly statistics and trends to the District by the 12<sup>th</sup> day of each month for the previous month;
  - xiii. Continuously update visitor services websites such as Hello BC and Mackenzie Chamber of Commerce tourism website to stay relevant to visitor services;
  - xiv. Report to the District on urgent matters such as, but not limited to, visitor services trends, staffing issues, and comments from the public;
  - xv. Assist in the publication and distribution of the Mackenzie Visitor Guide;
  - xvi. Liaise, strategize, and partner with the District's Economic Development Department.
- (b) Programs and activities of the Chamber must not:
- i. offer direct financial assistance to individuals or families;
  - ii. duplicate services that fall within the mandate of either a senior government or a local service agency;

### **FACILITY EXPECTATIONS**

- (a) The Caboose is the main Visitor Information Centre, operating from May until September. The Chamber of Commerce office will operate as a secondary Visitor Information Centre year-round.

- (b) Daily, and as needed, sweeping/mopping of the floors, emptying of garbage and general cleaning and tidying of the Caboose and the grounds around the Caboose.
- (c) Cleaning of public washroom facilities at the Caboose property is the responsibility of Mackenzie Chamber of Commerce.
- (d) Deep cleaning and maintenance of the washrooms at the Caboose property and provision of hand sanitizer is provided by the District.
- (e) The Caboose Visitor Information Centre is to be open seven days per week from mid-May until mid-September at a minimum of eight hours per day.
- (f) The In-town Visitor Centre is to be open during regular operating hours of the Mackenzie Chamber of Commerce.
- (g) Annual deep cleaning of common areas will be the responsibility of Mackenzie Chamber of Commerce.
- (h) The Mackenzie Chamber of Commerce will be provided sets of keys to the Caboose. Distribution and security of these keys will be the responsibility of the contractor.

**2. FEES**

In consideration for the provision of the Services, the District shall pay to the Mackenzie Chamber of Commerce, \$28,000 for all Services rendered under this Agreement. Destination BC has informed the District of Mackenzie that it will be contributing \$15,000 towards the Visitor Centre operations in 2024.

Payment will be distributed according to the amounts and times as follows:

<b>Payment Schedule</b>	<b>DoM Service Fees</b>	<b>Destination BC Funding</b>
By April 15, 2024	\$10,000	\$15,000
By July 15, 2024	\$10,000	
By October 15, 2024	\$6,000	
Within 30 days upon completion of final report	\$2,000	
<i>Subtotal</i>	\$28,000	\$15,000
<b>TOTAL CONTRACT FUNDING</b>	<b>\$43,000</b>	

## **SCHEDULE B**

### **INSURANCE**

1. The Mackenzie Chamber of Commerce shall, at its own expense, provide and maintain throughout the Term the following insurance in a form acceptable to the District, with an insurer licensed in British Columbia:

(a)	Commercial General Liability	\$2,000,000
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In all policies of insurance required under this Agreement the District shall be named as an additional insured and all such policies shall contain a provision that the insurance shall apply as though a separate policy had been issued to each named insured. All such policies shall provide that no cancellation or lapse of or material alteration in the policy shall become effective until 30 days after written notice of such cancellation, lapse or alteration has been given to the District.

Any deductible amounts in the foregoing insurance which are payable by the policyholder shall be in an amount acceptable to the District.

2. The Mackenzie Chamber of Commerce shall provide to the District at the commencement of the Term, and at any time during the Term upon request by the District, a certificate or certificates of insurance as evidence that the insurance required under this Agreement is in force.
3. Maintenance of such insurance and the performance by the Mackenzie Chamber of Commerce of its obligation under this Schedule "B" shall not relieve the Chamber of liability under the indemnity provisions under the Agreement.