

THIS PARTNERSHIP AGREEMENT made in duplicate the ____ day of _____, 2014

BETWEEN: THE CORPORATION OF THE CITY OF FERNIE
501 – 3rd Avenue, Box 190
Fernie, British Columbia
VOB 1M0
(hereinafter called "the City")

OF THE FIRST PART

AND THE FERNIE CHAMBER OF COMMERCE
102 COMMERCE ROAD
Fernie, British Columbia
VOB 1M5
(hereinafter called "the Chamber")

OF THE SECOND PART

WHEREAS the City wishes to provide municipal services, being the increase of commercial accommodation overnight stays and revenue by allocating event infrastructure and programming towards events occurring in the 'shoulder seasons' through the provincial Resort Municipality Initiative funding program, hereby called "Victoria Avenue Summer Socials" (VASS) Initiative, being the summer downtown festivities including, but not limited to live music, refreshment gardens and entertainment, in partnership with the Fernie Chamber of Commerce, pursuant to section 21 of the Community Charter, S.B.C. 2003, C.26;

AND WHEREAS the Chamber, is desirous to host the "VASS" from July 2, 2014 to August 31, 2016 at various locations in the City;

AND WHEREAS the Chamber has provided the City with an Event Calendar (Appendix "A") for "VASS";

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the promises and mutual covenants hereinafter contained, do mutually agree as follows:

1. Term of Agreement

This Agreement will take effect on the 23rd day of June, 2014 and terminate on the 31st day of October, 2016.

2. Fees

(a) For performance of the services outlined in Appendix "A" (the "Services") to this partnering agreement (the "Agreement"), the City agrees to pay to the Chamber the following fees to carry out and perform the Services:

Calendar Year	Expenses
2014	\$15,000.00
2015	\$15,000.00
2016	\$15,000.00

- (b) The City's contribution is to be used solely for the purposes of defraying costs and expenses incurred by the Chamber in hosting "VASS" as outlined in the Services defined under Appendix "A".

3. Payment of Fees

- (a) The fees outlined in section 2 of this agreement shall be paid as follows:
- The sum of \$15,000.00 on the 27th day of June, 2014.
 - The sum of \$15,000.00 on the 26th day of June, 2015.
 - The sum of \$15,000.00 on the 24th day of June, 2016.
- (b) There shall be no charge for the assistance / equipment identified under section 5(b) provided by the City for the purpose of "VASS" to the Chamber.

4. Sponsorships

- (a) The Chamber shall endeavor to obtain sponsorships from community organizations and businesses to defray the expenses of "VASS" and ensure a quality community event that is widely supported and promoted.

5. Facility, Equipment and Signage

- (a) The City shall allow use of City facilities for "VASS" within the lands outlined by the red border in Appendix "B" (Site Map) to this Agreement, in accordance with applicable policies and bylaws.
- (b) The City will provide other assistance such as street closures, additional waste receptacles, port-a-potties, street cleaning, barricades, power source at Station Square, subject to availability of personnel and equipment, as outlined in Appendix "B" (Site Map).
- (c) The Chamber will be responsible the filling, maintaining and pumping of the port-a-potties over the course of the event with a septic service contractor.

6. Independent Contractor

It is expressly agreed and understood that the Chamber is an independent contractor and its agents, servant, employees and workers shall not be deemed to be either agents, servants, employees or workers of the City.

The Chamber will not in any manner whatsoever commit or purport to commit the City to the payment of money to any person, firm or corporation as a result of this agreement.

7. Insurance

The Chamber will maintain during the term of this agreement, a Comprehensive General Liability Insurance policy with a loss payable of not less than Five Million (\$5,000,000) Dollars per occurrence, with the City of Fernie an additional named insured party for any and all liability arising out of the hosting of "VASS" and by the Chamber's use and occupation of the City owned facilities, premises and property for said event.

A copy of such comprehensive general liability insurance policy must be filed with the City upon execution of this Agreement.

8. Indemnification

The Chamber shall defend, indemnify and hold harmless the City, its elected officials, officers, employees and agents (the "Indemnitees") from any and all liabilities, damages, costs, claims, suits or actions whatsoever arising out of or pertaining to:

- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Chamber to be fulfilled, kept, observed and performed;
- (b) any damage or loss to property and loss of use thereof, and injury to resulting from or in connection with the performance, purported performance, or non-performance of this Agreement, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnitees;
- (c) any injury to any person, licensee, invitee, agent or employee of the Chamber, including death resulting at any time therefrom occurring as a result of anything done under the provisions of this Agreement; and this indemnity will service the expiry or sooner determination of this Agreement.

9. Licences and Permits

The Chamber shall obtain all necessary permits and licences in accordance with provincial legislation and City bylaws and policing, including but not limited to:

- (a) A Special Occasion Liquor Licence (SOL)* with Security Plan;
- (b) SOCAN (the Society of Composers, Authors and Music Publishers of Canada) licence (<http://www.socan.ca/licensees>) to play live music, a copy of such to be provided to the City;

on or before June 15th of, 2014, 2015 and 2016.

Note* *Any net proceeds gained from liquor sales must be donated to a charitable organization in accordance with Section 7(2) the Liquor Control and Licensing Act. The Chamber as a non-profit can apply for a charity SOL but as it is not a charity it cannot use the funds which it raises – those have to be given to a charitable organization.*

10. **Accountability and Reporting**

(a) The Chamber shall provide the City with a detailed schedule of events to be appended to Appendix "A" for the years of 2015 and 2016 on or before June 1st of that year.

(b) By October 15th 2014, 2015 and 2016 the Chamber will provide to the City, in a form acceptable to staff, a report for the [YYYY] "VASS" which:

- Provides reliable measurement of public attendance and participation;
- Provides reliable measurement of artist / artisan participation;
- Provides how the funding enhanced or expanded visitor services, arts and cultural events and grew the tourism economy in Fernie;
- Accurately documents budgeted and actual revenues and expenditures;
- Documents the charitable organization to which any net proceeds from liquor sales were donated, including providing separate revenue and expense statements for the refreshment garden;
- Documents particular successes and achievements;
- Documents additional or new shows and events downtown; increased audience size/ attendance at events and venues; increased commercial activity and business vitality;
- Anecdotal feedback from visitors, residents and shopkeepers that illustrate the benefits and enjoyment of the VASS program; and
- Demonstrates critical and realistic self-assessment, including identification of areas where improvements can be made in the areas of programming, organizational governance and financial oversight, along with strategies and processes to achieve improvements.

This report will help the City to evaluate the program's success and complete the required Annual Report to the Province in relation to the use of funds received under the Resort Municipality Initiative.

(c) Within thirty (30) days following the preparation of the Chamber's Annual Financial Statements, the Chamber is to provide a copy to the City.

11. **No Assignment**

This agreement is non-assignable.

12. **Notice**

Any notice required to be given by this Agreement will be deemed validly given if delivered by hand or addressed by double registered mail and will have been received by the other Party two (2) days after posting in any Post Office in British Columbia or on the date of the hand delivery.

Any notice so given shall be addressed; if to the City:

The City Clerk, The Corporation of the City of Fernie, Box 190, 501-3rd Avenue, Fernie, British Columbia, V0B 1M0

And if to the Chamber:

The Manager of the Chamber, The Fernie Chamber of Commerce, 102 Commerce Road, Fernie, British Columbia, V0B 1M5

13. Entire Agreement

This Agreement shall be deemed to constitute the entire agreement between the City and the Chamber hereto with respect to hosting “Victoria Avenue Summer Initiatives and Sunday Downtown Social” (VASS) for 2014, 2015 and 2016, and shall supersede all previous negotiations, agreements, representations and documents in relation hereto made by any party to this agreement.

14. Headings

Any note appearing as a heading in this Agreement has been inserted for convenience and reference only and of itself cannot define, limit or expand the scope or meaning of the agreement or any of its provisions.

15. Governing Law

This Agreement shall be construed and governed by the laws of the Province of British Columbia. All of the provisions of this Agreement are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate section hereof.

Should any provision of this Agreement be illegal or non-enforceable, they shall be considered separate and several from the Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the illegal or non-enforceable provision had never been included.

16. Agreement Binding On Heirs, Successors, Etc.

This agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs and successors.

17. Freedom of Information

Personal information is collected by the City of Fernie pursuant to the *Local Government Act*, and other Provincial Acts and Statutes and City Bylaws for the purpose of administering City operations.

Information in this agreement may routinely be made available to the public under freedom of information legislation.

APPENDIX "A"

The Services shall include, but are not limited, to:

1. Manage the preparation, planning, coordination, implementation and execution of the "VASS" during the months of July and August 2014, which include:
 - i) Each Wednesday through July and August (between 5pm-9pm) live music, refreshment garden* and mountain market at Station Square.
 - 3:00pm – Vendor set-up begins
 - 5:00pm – Market and food vendors open
 - 6:00pm – Live music begins
 - 5:30pm – Refreshment garden opens*
 - 8:30pm – Live music ends
 - 8:30pm – Last call at refreshment garden*
 - 9:00pm – Wednesday Social ends, tear down begins
 - ii) Sunday events run from 1pm-4pm (so not to clash with the Mountain Market) as follows:
 - **Sunday, July 6, 2014:** Out of the Box Dumpster Project and Made for Fernie (hosted by Jeanne Parker)
 - **Sunday, July 13, 2014:** Feel Good Fernie – (weekend event hosted by Cheryl Sherry – also incorporating world record attempt at longest yoga chain)
 - **Sunday, July 20, 2014:** Sunday Social event hosted by Fernie Chamber of Commerce
 - **Sunday, July 27, 2014:** Kids bike rally & scavenger hunt
 - **Sunday, August 3, 2014:** Mini Taste of Fernie
 - **Sunday, August 10, 2014:** Fernie Show 'n' Shine
 - **Sunday, August 17, 2014:** Sunday Social event hosted by Fernie Chamber of Commerce
 - **Sunday, August 24, 2014:** Fernie's Got Fashion (hosted by Ghost rider Trading); and Fernie's Got Talent (hosted by Ange Qualliza (waiting confirmation))
 - **Sunday, August 31, 2014:** The Historical Society weekend and street party
2. Coordinate all event requirements including production/technical areas, operational requirements and staffing/volunteer details.
3. Coordinate the implementation of each event, including promotion and maintaining a detailed budget.
4. Complete an evaluation and final budget of each event including detailed revenue and expenditure statements.
5. Liaise with City staff for the coordination of all event requirements, which includes, but not limited to: delivery and removal of equipment identified under Section 5(b) of the Agreement.
6. Refer issues for maintenance and repair of City equipment (see Section 5(b)) to City staff.
7. Maintain and operate events within program budget.
8. Manage payment of event invoices and charges.

9. Prepare and/or coordinate contract agreements. Administer and ensure conformance of rental contracts.
10. Work with a variety of community groups to assist with support and development of the events.
11. Research and develop a detailed marketing plan for programming and promotion of the events listed above**.
12. Ensure that all servers within the refreshment garden have met the Serving It Right (SIR) requirements and that all staff and volunteers are aware that they cannot consume liquor while on duty.
13. Meet with user groups and community groups to conduct focus discussions and to actively promote the community events.
14. Liaise with community organizations to develop event plans and schedules.
15. Liaise with City staff to ensure that any changes to the event schedule are posted on the City's posting places.
16. Coordinate and manage agreements/contracts with artists and vendors.
17. Prepare a draft budget estimates for the events listed above to be submitted to staff on or before June 15th of each year..
18. Prepare and maintain statistical records and reports related to events listed above in accordance with Section 10 of the Agreement.

Note * Council support for a refreshment garden is subject to receipt of a Liquor Control and Licensing Branch (LCLB) Special Occasion Liquor Licence application endorsed by the RCMP in accordance with the City of Fernie Special Occasion Liquor Licence Policy.

**No advertising for the events is allowed that indicates that liquor will be sold or served at the event, including text or graphics that depict or imply the availability of liquor in accordance with Section 51.1 of the *Liquor Control and Licensing Act*.

*** The Chamber to provide a detailed schedule of events for the 2015 and 2016 VASS on or before June 1st of that year.

APPENDIX "B"

WEDNESDAY DOWNTOWN SOCIAL
SITE MAP

- LEGEND
- XXX = BARRICADES
 - = GENERAL PERIMETER
 - = MARKET VENDORS
 - = PERFORMANCE STAGE
 - ... = FENCE BEER GARDEN
 - = GENERAL VIEWING PICNICTABLES ETC.
 - ⊗ = MOBILE FOOD VENDORS
 - = PORTA POTTIE

