

ITEM 4
MANAGER'S REPORT NO. 22
COUNCIL MEETING 87/03/30

RE: BURNABY CHAMBER OF COMMERCE
FEE-FOR-SERVICE CONTRACT RENEWAL

MUNICIPAL MANAGER'S RECOMMENDATION:

1. THAT the recommendations of the Director Planning & Building Inspection be adopted.

* * * * *

TO: MUNICIPAL MANAGER 1987 March 25

FROM: DIRECTOR PLANNING & BUILDING INSPECTION Our File: 00.830

SUBJECT: BURNABY CHAMBER OF COMMERCE
FEE-FOR-SERVICE CONTRACT RENEWAL

RECOMMENDATIONS:

1. THAT authority be given for the Corporation to execute the attached Agreement with the Burnaby Chamber of Commerce for the operation of the Travel Information Centre at its premises at 6525 Sprott Street for the 1987 calendar year.
2. THAT the \$29,024 representing the fixed municipal cost of operating the Travel Information Centre be financed from the 1987 Annual Operating Budget as a separate line item under the Municipal Council section of the Annual Budget.

R E P O R T

1.0 BACKGROUND

In 1986 March, the Corporation entered into a fee-for-service agreement with the Burnaby Chamber of Commerce, whereby the Municipality provided funding of \$30,252 for the operation of a Travel Information Centre for the 1986 calendar year.

Staff reviewed the success of the 1986 contract and the advisability of entering into a new contract for 1987, and reported to Council on 1987 February 09. At that time, Council adopted the following recommendations:

1. THAT authority be given for the Corporation to enter into negotiations with the Burnaby Chamber of Commerce, to renew the fee-for-service contract for operation of the Travel Information Centre at its premises at 6525 Sprott Street for the 1987 calendar year.

2. THAT staff be authorized to negotiate the terms of the 1987 fee-for-service contract with the Burnaby Chamber of Commerce.
3. THAT a further report be submitted to Council outlining the negotiated terms and budget of the 1987 contract for final approval.

Staff have completed discussions with the Chamber staff and have made revisions to the contract accordingly. The proposed terms and budget of the 1987 fee-for-service contract are outlined in this report.

2.0 THE CONTRACT

The content of the proposed 1987 fee-for-service contract is essentially the same as the 1986 contract, with minor revisions to reflect changes in dates and Federal government job creation grant applications. Details of the key points of the 1987 contract are outlined below.

2.1 Duration of the Agreement

The term of the Agreement is from 1987 January 01 to 1987 December 31.

2.2 Payment Amount

The municipal contribution to the operation of the Travel Information Centre for the 1987 calendar year is \$29,024. The budget on which this is based is included as Schedule A attached to the Agreement.

The proposed 1987 budget prepared by the Chamber shows a slight reduction from the 1986 budget, as it is based on the 1986 actual costs. Staff have reviewed the proposed 1987 budget and are satisfied that it represents a realistic estimate of operating costs compared with the 1986 costs.

The operating costs of the Travel Information Centre are comprised of a proportion of permanent Chamber staff, building, office and depreciation expenses. Collectively, these expenses amount to 23 percent of the operating costs of the combined Travel Information Centre and the Burnaby Chamber of Commerce Business Centre.

The Burnaby Chamber of Commerce is assessed 10 percent of the operating costs of the Travel Information Centre in recognition of the direct benefits of tourism activity realized by Chamber members. The remaining operating cost of \$29,024 represents the municipal contribution.

The amount of \$29,024 is to be paid to the Chamber in two equal installments of \$14,512 on 1987 May 01 and 1987 September 01. The payment schedule has been adjusted from the schedule followed in 1986 to reflect the timing necessary to review the audited statement from the Chamber of Commerce.

Planning & Building Inspection
re: Fee-for-Service Agreement (Chamber of Commerce)
1987 March 25

ITEM

4

MANAGER'S REPORT NO. 22

COUNCIL MEETING 87/03/30

Page 3

2.3 Funding Source

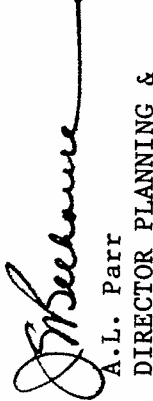
The Finance Department has advised that sufficient funding to cover the fee-for-service contract has been included in the 1987 Annual Budget which will be considered by Council very shortly.

2.4 Future Agreements/Performance Measures

The Agreement contains a clause to enable the Municipality to review the success of the 1987 contract and the advisability of entering into a subsequent agreement for the 1988 calendar year. This review will be based on records associated with the use of the Travel Information Centre, a comparison of the audited statement of expenses with budgeted expenses as outlined in Schedule A, and completion by the Chamber of a survey questionnaire to determine the level of user satisfaction with the Travel Information Centre and other services and facilities in the Municipality.

3.0 EXECUTION OF THE AGREEMENT

Authority is sought from Council for the Corporation to execute the attached Agreement. The Municipal Solicitor has read the document and concurs with wording changes from the 1986 contract. The Chamber Manager and Board Executive have been involved in the revisions to the contract and have indicated that they are prepared to recommend acceptance of the 1987 contract to the Board. A copy of the proposed Agreement will be forwarded to the Chamber's Board for their approval following receipt of Council's authority to execute the Agreement.


A.L. Parr
DIRECTOR PLANNING &
BUILDING INSPECTION

DLF/mcb

Attachs:

cc: Municipal Solicitor
Director Finance
Municipal Clerk

THIS AGREEMENT dated the _____ day of _____, 1987.

BETWEEN:

127

THE CORPORATION OF THE DISTRICT OF BURNABY
4949 Canada Way
Burnaby, B.C. V5G 1M2

(hereinafter called the "Municipality")

OF THE FIRST PART

AND:

THE BURNABY CHAMBER OF COMMERCE
6525 Sprout Street
Burnaby, B.C. V5B 3B8

(hereinafter called the "Chamber")

OF THE SECOND PART

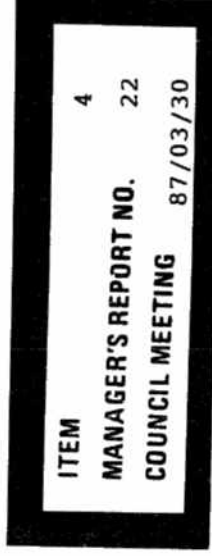
WHEREAS the Municipality recognizes the importance of promoting Burnaby as a regional visitor centre;

AND WHEREAS the Chamber has provided and desires to continue to provide, a Travel Information Centre service at its Business Centre in Burnaby as a means of promoting Burnaby as a regional visitor centre;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and other recited consideration of the mutual covenants and other recited consideration, the parties agree as follows:

1. The Municipality agrees to pay a fixed amount of \$29,024 to the Chamber in support of their providing services as herein-after specifically set forth during the 1987 calendar year.
2. The parties agree that the Municipality's payment to the Chamber is based on the budget prepared by the Chamber and set out in Schedule A hereto attached and forming part of this Agreement.

3. The Municipality and the Chamber agree that in the event the Ministry of Labour grant of \$18,826 shown in Schedule A for the hiring of 6 part-time Travel Counsellors is not forthcoming, the level of service described in Section 6(iii) herein shall, if necessary, be reduced to reflect the actual amount received following consultations between the Municipality and the Chamber.
4. The Municipality and the Chamber agree that in the event no funds are forthcoming from the Ministry of Labour Challenge '87 Program, the Chamber shall nonetheless provide the service necessary to operate the Travel Information Centre during normal business hours (during the entire year).
5. The Municipality agrees to provide payment to the Chamber in two equal installments of \$14,512 on May 1, 1987 and September 1, 1987.
6. The Chamber covenants and agrees to the following relating to promotion of tourism in the Municipality:
 - i) The Chamber will administer, staff and operate a Travel Information Centre intended to provide visitor information services to both residents of the Municipality and tourists.
 - ii) The Travel Information Centre will be housed within the Chamber's Business Centre situated at 6525 Sprout Street, Burnaby, B.C. with at least 50 percent of the premises allocated to the operation of the Travel Information Centre.



iii) During the term of this Agreement, the Travel Information Centre will be operated in conformity with the following timetable:

<u>Period</u>	<u>Days/Week</u>	<u>Hours of Operation</u>
1987 January 01 - 1987 May 01	5 (Mon.-Fri.)	9 am. - 5 pm.
1987 May 04 - 1987 September 05	7	8:30 am - 8:30 pm
1987 September 07 1987 December 31	5 (Mon.-Fri.)	9 am. - 5 pm.

iv) The Chamber will provide adequate staff and other resources for the effective operation of the Travel Information Centre during the times set forth in Clause 6(iii), including the use of the Chamber Manager, Membership Services Coordinator and Secretary, as well as the use of part-time Travel Consultants provided through the Challenge '87 Summer Employment Program during the period from April 24, 1987 to October 3, 1987.

v) The Chamber will acquire and distribute suitable brochures and descriptive literature, particularly pertaining to Burnaby and the Lower Mainland, for the benefit of residents of the Municipality and tourists.

vi) The Chamber will actively promote Burnaby as a centrally situated regional visitor centre through referrals to local facilities, businesses and attractions, including specific facilities as identified through coordination with the Municipality.

ITEM 4
MANAGER'S REPORT NO. 22
COUNCIL MEETING 87/03/30

vii) The Chamber will prepare and pursue available senior government grant applications, will hire and supervise Travel Counsellors and prepare a Tourist Information Program and budget that will be the basis for preparing a subsequent Agreement between the parties.

viii) The Chamber will maintain a log of Travel Information Centre users with statistics being available on the number of individuals served in person, by telephone and through correspondence as one measure of the service provided pursuant to this Agreement.

ix) The Chamber will undertake during 1987, in coordination with the Municipality, a survey to determine the level of user satisfaction with the Travel Information Centre and other facilities and services in the Municipality, and help identify services and programmes that could be expanded, curtailed or introduced in subsequent years. The Chamber will print, distribute and collect the questionnaires, and will compile, evaluate and summarize the responses by 1987 November 01.

x) The Chamber will provide secretarial, bookkeeping and other office services as are necessary for the efficient operation of the Travel Information Centre.

xi) The Chamber will provide an audited statement of expenses associated with the operation of the Business Centre and the Travel Information Centre during the 1987 Agreement period that can be compared with the projected expenses included in Schedule A.

ITEM	4
MANAGER'S REPORT NO.	22
COUNCIL MEETING	87/03/30

xii) The Chamber will not incur any expense for which the

Municipality shall be required to reimburse the Chamber, or for which the Municipality in any other way shall become liable to any person without prior consent of the Municipality in writing.

xiii) The Chamber will indemnify and save the Municipality harmless from all loss, damage, costs, actions and suits arising out of or in connection with the services to be supplied by the Chamber under this Agreement and provide proof of comprehensive public liability insurance.

7. The Municipality agrees to review the advisability of entering into a subsequent Agreement and advise the Chamber accordingly by March 15, 1988 based on an assessment of the success of this Agreement.

8. The Municipality and the Chamber agree that the provisions of this Agreement shall be given such reasonable interpretation as will facilitate a full and proper handling of tourist and related information services for all residents of and visitors to the Municipality.

IN WITNESS WHEREOF the Corporate Seals of the Parties herunto been affixed in the presence of their duly authorized officers the day and year first above written.

THE CORPORATE SEAL OF THE CORPORATION
OF THE DISTRICT OF BURNABY WAS HEREBY
AFFIXED IN THE PRESENCE OF:

Municipal Clerk-Authorized Signatory

THE CORPORATE SEAL OF THE BURNABY
CHAMBER OF COMMERCE WAS HEREBY
AFFIXED IN THE PRESENCE OF:

President-Authorized Signatory

SCHEDULE A

1987 Proportional Share of Projected Expenses - Burnaby Visitor Information Centre and Burnaby Chamber of Commerce Business Centre.

	Combined Total	Business Centre	Travel Information Centre
<u>Staff Expenses</u>			
Salaries, Commissions, Benefits	\$116,743	\$73,327	\$43,416
Staff Expenses	<u>2,000</u>	<u>2,000</u>	
	118,743	75,327	43,416
<u>Building Expenses</u>			
Rent & Taxes	3,600		
Utilities	2,000		
Janitorial & Maintenance	3,400		
Insurance & Security	1,400		
Interest	<u>3,600</u>		
	14,000	7,000	7,000
<u>Office Expenses</u>			
Printing (survey materials)	400		400
Audit & Accounting	2,400	1,850	550
Conference & Membership	2,000	1,000	1,000
Equipment Rental	3,500	2,334	1,166
Interest (Operating)	3,000	3,000	-----
Office Supplies	4,000	2,680	1,320
Postage	4,500	3,500	1,000
Telephone	2,500	1,666	834
Newspaper	24,335	24,335	
Goodwill Trade Mission to Orient with Municipality	<u>5,000</u>	<u>5,000</u>	
	51,635	45,365	6,270
TOTAL EXPENSES	\$184,378	\$127,692	\$56,686
<u>Depreciation</u>			
Building	5,938	2,969	2,969
Furnishings	<u>2,931</u>	<u>2,931</u>	-----
	8,869	5,900	2,969
GRAND TOTAL	<u>\$193,247</u>	<u>\$133,592</u>	<u>\$59,655</u>
Less Canadian Job Strategies Challenge '87 Grant	(37,389)	(28,809)	(8,580)
	<u>(18,826)</u>		<u>(18,826)</u>
	\$137,032	104,783	32,249
Less Net 10% Assessment to Chamber of Commerce	-	-	3,225
			<u>29,024</u>
Net Assigned Municipal Cost of Operating Visitor Information Centre			<u>\$29,024</u>

ITEM
MANAGER'S REPORT NO. 22
COUNCIL MEETING 87/03/30
4

