

SERVICE AGREEMENT

This Agreement dated for reference the ____ day of _____, 202_.

BETWEEN:

SUNSHINE COAST MUSEUM AND ARCHIVES

716 Winn Road
Gibsons, BC
V0N 1V0

(the "Museum")

AND:

DISTRICT OF SEHELDT

Box 129
Sechelt, BC
V0N 3A0

(the "District")

WHEREAS:

- A. The District is owner of the Sechelt Community Archives; and
- B. The District wishes to contract for the operation of the Sechelt Community Archives, currently located in a leased unit of the Trail Bay Centre at 5760 Teredo St., Sechelt, BC; and
- C. The Museum is a registered non-profit society in the province of BC and a charitable organization registered with the Canada Revenue Agency; and
- D. The Museum preserves, promotes, and presents the history of the Sunshine Coast, including Sechelt; and
- E. The Museum has the necessary resources and expertise required to operate an Archives; and
- F. The District wishes to enter into a five (5) year Service Agreement (the "Service Agreement") with the Museum for the purpose of operating the Sechelt Community Archives.

NOW THEREFORE, in consideration of the mutual promises set out herein, the parties agree as follows:

1. TERM OF AGREEMENT

- 1.1. The District agrees to engage the Museum to operate the Sechelt Community Archives for a five (5) year period commencing January 01, 2025 and ending December 31, 2029.
- 1.2. This Service Agreement may be renewed, modified, or terminated only with the expressed written consent of both parties.
- 1.3. The Parties shall agree to meet six months prior (June 2029) to the expiration of the Service Agreement to negotiate renewal of a future agreement.
- 1.4. Either party may withdraw from this Agreement by providing not less than sixty (60) days written notice.
- 1.5. In the event any party provides notice of termination or a modification of the Agreement, both parties will agree to meet within 30 days to discuss the reasons for the termination or modification, the impact it will have on the Sechelt Community Archives service delivery, and the terms of this Agreement.

2. FACILITY

- 2.1. The District agrees to provide a facility within the municipality's boundaries suitable for the operations of the Sechelt Community Archives. The Sechelt Community Archives is currently operating out of a leased commercial unit in the Trail Bay Centre at 5760 Teredo St. The lease for this unit will expire Feb 28, 2030.

3. MUSEUM RESPONSIBILITIES

- 3.1. The Museum will provide an adequate standard of care for the collection and ensure that the collections of the Sechelt Community Archives are acquired, documented, housed, and preserved in accordance with best practices set by the Canadian Museums Association. No item in the collection shall be deaccessioned, or otherwise removed from the collection, without prior written approval of the District.
- 3.2. The Museum will identify, acquire, and preserve records of archival value to the District of Sechelt and the community as a whole, on behalf of the District and in accordance with the collection policy of the Sechelt Community Archives.

- 3.3. The Museum is responsible for security of the Sechelt Community Archive's computer hardware, software, and data stored on-site, and must ensure appropriate measures and processes are in place to protect the District's assets contained within the premise.
- 3.4. The Museum will provide adequate staffing for the operation of the Sechelt Community Archives, in accordance with the provincial government workplace safety and employment standards.
- 3.5. The Museum will operate the Sechelt Community Archives on behalf of the District and will provide public access to the Archives free of charge.
- 3.6. The Museum will provide public access to the Sechelt Community Archives, at minimum, by appointment and online year-round. The collection holdings will be made available for public viewing for research and/or educational purposes, except in cases where access has been restricted based on copyright, privacy legislation, or other legal restrictions.
- 3.7. The Museum will prepare a written report on an annual basis, to be submitted to District staff before December 31st, providing the District with an overview of the preceding year's operations of the Sechelt Community Archives.
- 3.8. The Museum will present an annual budget proposal to District staff for review, prior to submitting this budget proposal to the Sunshine Coast Regional District. The Museum will include the cost of the lease for the commercial unit in the Trail Bay Centre at 5760 Teredo St. in this budget proposal.
- 3.9. The Museum will submit annual budget requests to the Sunshine Coast Regional District. Requests for additional capital or one-time special operating projects, outside of the funding provided by the Sunshine Coast Regional District, will be submitted in writing as part of the District's budget processes. In the event of a surplus, consideration of funding for capital or one-time special operating projects, must first come from surplus funds.
- 3.10. The Museum, for the duration of this Agreement, will be responsible for the maintenance and replacement of office furnishings, computer hardware, and any other furnishings and/or equipment not covered by separate Lease Agreement between the District and Trail Bay Properties Ltd. for the lease of Unit #204/206, 5760 Teredo St.

3.11. The Museum shall indemnify and hold harmless the District and its councillors, officers, employees, successors, and assigns, against and from any and all actions, causes of actions, claims, suits, costs and expenses of any kind arising from any property damage, or personal or bodily injury, arising from or connected with the provision of the Sechelt Community Archives services, and for any breach of this Agreement by, or from any act or omission of the Museum or its invitees, licensees, employees, agents, contractors, officers or any other person for whom the Museum is liable, provided that claims, damages, losses, costs and expenses arising out of the independent negligent acts of the District shall be exempt from the indemnification provisions of this Agreement.

4. DISTRICT RESPONSIBILITIES

4.1. The District, at its own expense, will provide the website, phone, internet, and IT support for the Sechelt Community Archives.

4.2. The District, at its own expense, will arrange for an appraisal of the Sechelt Community Archives collection as and when required.

4.3. The District will obtain, at its own expense, all insurance coverage reasonably required in respect of the collections and other physical assets of the District.

4.4. The District will continue to receive and hold monetary donations to the Sechelt Community Archives.

4.5. The District will provide a staff liaison to the Museum.

4.6. The District is responsible for the security of the Sechelt Community Archive's website and related data stored on its own server.

5. DISPUTE RESOLUTION

5.1. Mediation

5.1.1. Where there is an unresolved dispute arising out of this Agreement, then, within 7 days of written notice from one party to the other, or such time as agreed to by both parties, the parties will participate in good faith in order to resolve and settle the dispute. In the event that the parties are unable to resolve the dispute within 14 days of the first written notice, or such other time period agreed to by both parties, each party will agree to use a mutually agreed upon independent mediation

practitioner versed in the resolution of commercial disputes. Each party will bear their own costs of the mediation process.

5.2. Arbitration

5.2.1. The parties may, by mutual agreement, participate in resolving all unresolved disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated therewith, or derived or entered into, by arbitration. Arbitrator shall be mutually agreed upon by the participants. Matters not settled through the process in Section 4.1 within 45 days notice of the dispute may go to arbitration unless the parties agree to extend the 45-day period. Each party will bear its own costs of the arbitration regardless of the arbitrator’s decision. The Arbitrator’s decision will be final and binding on all parties.

6. SIGNATURES

This Agreement has been executed and authorized by signatories on behalf of both parties.

SUNSHINE COAST MUSEUM AND ARCHIVES:)
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Chair)

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Director of Sunshine Coast Museum)

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DISTRICT OF SECHELT:)
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Director of Corporate and Community)
Services)

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Corporate Officer)

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