

THE CORPORATION OF THE CITY OF KENORA

BY-LAW NUMBER 85-2004

**A BY - LAW TO EXECUTE A SERVICE AGREEMENT BETWEEN
THE LAKE OF THE WOODS BUSINESS INCENTIVE CORP.
(LOWBIC) AND THE CORPORATION OF THE CITY OF KENORA
FOR SERVICE DELIVERY BY LOWBIC TO THE CITY FOR 2004**

WHEREAS the Corporation of the City of Kenora deems it necessary to execute a Service Agreement between The Lake of the Woods Business Incentive Corp. (LOWBIC) and The Corporation of the City of Kenora for service delivery by LOWBIC to the City for 2004;

NOW THEREFORE the Council of the Corporation of the City of Kenora enacts as follows:

1. **That** the Mayor and Clerk of the Corporation of the City of Kenora are hereby authorized to execute an Agreement between The Lake of the Woods Business Incentive Corp. (LOWBIC) and The Corporation of the City of Kenora in accordance with the terms and conditions therein and affix the Seal of the Corporation thereto.
2. **THAT** this by-law shall come into force and be in effect from and after the final passing thereof.
3. **THAT** By-Law Number 45-2003 be hereby repealed.

BY-LAW READ A FIRST AND SECOND TIME THIS 21ST DAY OF JUNE, 2004.

BY-LAW READ FOR A THIRD & FINAL TIME THIS 21ST DAY OF JUNE, 2004.

THE CORPORATION OF THE CITY OF KENORA

.....**MAYOR**
David Canfield

.....**CLERK**
Joanne McMillin



Lake of the Woods
BUSINESS INCENTIVE CORP.
A Community Futures Development Corporation



SERVICE AGREEMENT

between

LAKE OF THE WOODS BUSINESS INCENTIVE CORP. (LOWBIC)

and

THE CORPORATION OF THE CITY OF KENORA (THE CITY)

regarding

SERVICE DELIVERY BY LOWBIC TO THE CITY FOR 2004

1. Purpose and Definitions

The intent of this *service agreement* is to set out the framework that outlines the rights and obligations of each party, the administrative and cost-sharing arrangements, program deliverables, and reporting requirements for the parties signing it.

In consideration of mutual covenants contained herein and other good and valuable consideration, the City of Kenora, herein referred to as the City, and the Lake of the Woods Business Incentive Corp., hereafter referred to as LOWBIC, hereby agree to enter into a *service agreement* in accordance with the terms and conditions contained in this *service agreement*.

2. Program:

In recognition of the vital role of economic development, special events, and tourism development in the City's economy and prosperity, the City of Kenora and LOWBIC agree to enter into a contract that will result in the promotion of the City for the growth of new and existing businesses, industry, tourism, and "quality of life". As a result of municipal financial, administrative, and operational support, LOWBIC will provide important resources to target objectives by working cooperatively with individuals, organizations, agencies, and other stakeholders. LOWBIC will also actively recruit new businesses and industry to the City of Kenora and assist them by addressing issues that could be barriers to their early growth and success.

LOWBIC will assume a key role in the research and documentation of pertinent data and information and other resources that attract and support new business development in the City of Kenora.

3. City of Kenora's Obligations:

The City of Kenora shall be responsible for providing:

A Council resolution from the City of Kenora expressing support of the Agreement, both in principle and financially, and authorizing the head of Council (or designate) to sign this *service agreement*. The resolution is to be signed by the Head of Council (or designate); and, on an ongoing basis, the City of Kenora shall provide the following:

- i. Funding as outlined in 6. "Administrative and Cost Sharing Arrangements";
- ii. Assistance in the development of further public/private sector partnerships and agreements in the operation of LOWBIC;
- iii. Provision of appropriate marketing and communications support of LOWBIC, including logos,

identifiers and municipal literature, brochures and website maintenance;

- iv. Planning and engineering support for mapping, GIS, Official Plan and zoning regulations, and policies.

4. LOWBIC's Obligations:

LOWBIC shall be responsible for providing the following:

A Board of Directors' resolution expressing full support of the contract in principle and authorizing the Chief Administrative Officer (or designate) to sign this *service agreement*. The resolution is to be signed by the Chairman of the Board of Directors (or designate); and, on an ongoing basis, LOWBIC shall provide the following:

- i. Services as outlined in Schedules 'A', 'B'; 'C' and 'D' service targets and objectives.
- ii. Delivery of program planning, management and operations consistent with this agreement. This includes promotion of the City of Kenora as tourist destination and location for new business and industry.
- iii. Assumption of a private sector approach to operations including revenue generation for a fee for services as appropriate. LOWBIC may institute fees and other use pay, revenue-generating programs for services not covered in the "Services", attached herein, providing the Services are delivered to the mutual satisfaction of LOWBIC and the City of Kenora. City of Kenora funding may not be diverted to other program/service areas without specific written permission of the City of Kenora;
- iv. Ensuring that LOWBIC is adequately staffed, with qualified, professional staff, including administrative support, to deliver Services and meet the needs of clients, and the City as related to the services outlined in this agreement;
- v. A facility with sufficient floor space, amenities and meeting space, at a mutually agreed upon location. The facility shall be equipped with dedicated phone service and access to appropriate telecommunication equipment including, but not limited to, computers, internet and private email access, facsimile machine, photocopier;
- vi. Internal and external signage in a mutually agreed upon format, in compliance with the City of Kenora Sign By-law No. 50-2004;
- vii. LOWBIC shall not assign the rights and obligations contained in this *service agreement* in whole, or in part, without prior consultation and the written consent of the City of Kenora.
- viii. LOWBIC shall not incur any additional program delivery costs above and beyond those set out in this agreement, without the prior written consent of the City of Kenora. Additional costs incurred by LOWBIC with respect to the services provided in this agreement shall be the sole responsibility of the Lake of the Woods Business Incentive Corp.

5. Administrative and Cost-Sharing Arrangements:

- i. For the period of January 1, 2004 – December 31, 2004 the City of Kenora, in recognition of the services and facilities provided by LOWBIC will cost-share expenses on a services rendered basis, to a maximum of the following:
 - \$252,350 – LOWBIC annual operations
 - \$25,000 – Green Team
 - \$10,000 – Street Brigade
 - ~~\$25,000~~ – Washroom/Pavilion/Public Places maintenance

\$312,350

The City of Kenora shall be invoiced on a quarterly basis (March 31, June 30, September 30, and December 31) for its share. The annual amount shall be determined prior to the City of Kenora fiscal year.

- ii. A proposal for funding submitted by LOWBIC for City of Kenora funding shall be in the form of a detailed budget outlining all operating expenses related to LOWBIC, including targets, activities, objectives and projected revenues and expenses for the year ahead.
- iii. Payment shall be made, on a quarterly basis, if agreed upon targets and service objectives established for LOWBIC, and defined in this agreement, are being met to the satisfaction of the City of Kenora.
- iv. The City of Kenora shall not be responsible for and shall not be invoiced for any subscription fees and/or travel expenses except as specifically authorized in writing by the CAO, prior to incurring such expense.
- v. Any and all revenues (or cash in kind) generated as a result of partnerships/sponsorships related to the operation of LOWBIC, or through services rendered by LOWBIC shall be used solely for the operation of LOWBIC and to expand or enhance the level and type of service being offered to clients.
- vi. LOWBIC shall submit audited financial statements to the City of Kenora, no later than June 30, 2004 for the previous fiscal year.

6. Reporting and Monitoring:

- i. In addition to the approved Service Agreement, LOWBIC shall provide to the City of Kenora, quarterly reports and other reports that the City may reasonably request, consistent with, and related to, the "Targets and Service Objectives" as set out in Schedules 'A' through 'D' in this agreement.
- ii. LOWBIC shall provide to the City of Kenora, for audit purposes, from time to time, during the term of this service agreement and for a period of three (3) years after the expiry or termination of this service agreement, access to information relating to the operation of LOWBIC, including, but not limited to, any financial and client databases compiled and maintained by LOWBIC on behalf of the City of Kenora.

7. Promotion and Publicity:

- i. For projects that the City of Kenora has a financial interest in, any publicity, publication or reference relating to LOWBIC shall reflect the participation of each party in a joint program between LOWBIC and the City of Kenora. The City of Kenora will provide appropriate logo information for such promotion.
- ii. All internal and external signage relating to LOWBIC shall be mutually agreed upon and expressly identify LOWBIC as a joint initiative/project between the Federal Government and the City of Kenora. The City of Kenora will provide the appropriate logo information for such promotion.
- iii. All media releases related to joint LOWBIC/City of Kenora project shall be approved by the City of Kenora prior to its release.

8. Indemnification:

The Lake of the Woods Business Incentive Corp. agrees that the City of Kenora shall not be liable for any injury or damage (including death) to the person or property of any officer, employee or agent of LOWBIC, unless the injury, loss or damage is

caused by the negligence of an officer or employee of the City of Kenora while acting within the scope of his/her employment.

LOWBIC agrees that it shall, at all times, indemnify and save harmless the City of Kenora, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by LOWBIC or any of its officers, directors, employees or agents in connection with services performed, purportedly performed or required to be performed by LOWBIC under this *service agreement*.

9. Term of the Service Agreement:

This *service agreement* supersedes any previous *service agreements* or contracts regarding the delivery of services by the Lake of the Woods Business Incentive Corp. to the City of Kenora.

This *service agreement* is in effect upon signature by all parties concerned, and can be amended at any time by mutual consent or terminated by either party upon ninety (90) days written notice.

10. Termination:

In the event that the City of Kenora is of the opinion that there has been a breach by LOWBIC, of any term or condition contained in this *service agreement*, the City of Kenora shall give notice to LOWBIC of the particulars of the breach and the time period in which LOWBIC must remedy the breach. If LOWBIC fails to remedy the breach as described in the notice within the remedy period, the City of Kenora, in addition to any other rights or remedies of the City of Kenora under this *service agreement* or at law or in equity, shall have the right to terminate this *service agreement* immediately by giving notice to LOWBIC to that effect at the end of the remedy period, and such termination shall take effect immediately.

Upon termination, LOWBIC shall provide to the City of Kenora a report reflecting the current state of the operation to the satisfaction of the City.

Subject to Section 7, "Reporting and Monitoring", all rights and obligations of the parties under this *service agreement* shall cease upon termination of this *service agreement*.

This *service agreement* has been signed on behalf of Lake of the Woods Business Incentive Corp. and on behalf of the City of Kenora by the proper signing authorities.

11. Signatures:

Lake of the Woods Business Incentive Corp., CAO

Date

The Corporation of the City of Kenora, Mayor

Date

The Corporation of the City of Kenora, Clerk

Date

Schedule 'A': Economic Development Targets and Services Objectives

In accordance with the terms and conditions contained in this *service agreement*, LOWBIC shall:

1. General Service Objectives

- i. Act as a point of contact for new/prospective business and industry contacts, inquiries and start-ups in the city, whether on public or private lands.
- ii. Maintain a presence in the community, developing and promoting the City of Kenora as a “full service community”, to all businesses, industries, tourists and casual visitors;
- iii. Undertake marketing activities (i.e. business information kiosks, seminars, workshops, speaking engagements and business activities/events) both inside and outside the City of Kenora administrative area;
- iv. Collect, compile, analyze and report pertinent data as it relates to the attraction of business investment and industry to the area;
- v. Maintain and enhance the City’s existing “Community Profile” by adding appropriate electronic resources/data bases and distribute this profile to target groups, or their representatives;
- vi. Update the Economic Development component of the City of Kenora/LOWBIC website
- vii. Actively network/link with other service providers, relevant agencies, associations, industries, businesses, tourism outlets and associations to promote the City of Kenora and enhance business and tourism services to clients;
- viii. Identify opportunities and develop public/private sector corporate partners to further enhance the attractiveness of the current resource base to the target markets;
- xix. Provide information to local sponsors and facilitate the preparation of applications for funding to Provincial, Federal and other funding agencies
- ix. Foster partnerships and joint ventures with neighbouring First Nations communities and Treaty #3, as appropriate;
- x. Explore regional partnership initiatives with other communities in the Lake of the Woods area;
- xi. Other in-year projects as mutually agreed upon that do not affect the budget or work plan for that year, unless the City provides any necessary additional funding and/or resources to LOWBIC.

2. Data Collection and Maintenance

LOWBIC shall also under the general terms of this agreement:

- i. Maintain an inventory of available commercial, retail, and industrial properties within the City of Kenora

- ii. Conduct market research projects to measure the economic impact of the City's Special Events and Attractions program

3. Industrial Recruitment

LOWBIC shall also under the general terms of this agreement:

- i. Implement a marketing campaign focusing on the following target markets to attract investment in facilities and industry in the Kenora area:
 - Value added forest based industries;
 - Recreational products manufacturing and testing;
 - Dimensional stone, and;
 - Winnipeg/Manitoba based businesses/industries
- ii. Implement the marketing strategy for the promotion and sale of lands that comprise the City of Kenora Industrial Park located on the Jones Road and Fire Base Road
- iii. Develop networking contacts in the mid-western United States through participation in the "Northern Marketing Alliance" and the "Northern Networks Trade Conference"
- iv. Coordinate the 2004 Northern Networks Trade Conference in Kenora
- v. Implement telecommunications projects that will improve the connectivity and the use of high speed Internet service for municipal, economic and tourism sectors in the Kenora area
- vi. Develop a prospectus that can be used to promote the Kenora area as a retirement community

4. Telecommunications Services

LOWBIC shall also under the general terms of this agreement:

- i. Collaborate with City staff and local stakeholders to extend access to high speed Internet services in the under-served areas of the City
- ii. Seek funding and if it is secured, implement projects that will upgrade the utility of the City of Kenora website for local residents and businesses

Schedule 'B': Tourism Marketing Targets and Service Objectives

In accordance with the terms and conditions contained in this *service agreement*, LOWBIC shall:

1. General Service Objectives

- i. Conduct promotional programs on behalf of the City of Kenora that will promote visitor traffic to the City of Kenora. This will include, but not be limited to:
 - Production and distribution of suitable print and electronic materials
 - Attendance at trade shows
 - Preparation and placement of media announcements using newspapers, radio, television and such other media as are effective, tasteful and within budget
 - Generation of positive publicity, from a local to international level
 - Active response to tourism-related issues presented in the media and community in general
 - Development of an effective photo library
- ii. Assist, through facilitation advice and counsel, the Lake of the Woods Book Committee to develop and implement promotional plans and materials to attract tourists from Kenora's primary markets. This will include, but not be limited to:
 - Production of such materials as the Lake of the Woods Vacation Guide (in both print and electronic format) and the Lake of the Woods Coupon Book(s)
 - Attendance at trade shows in Midwestern United States and Canadian Provinces
 - Liaise with Sioux Narrows-Nestor Falls and Morson to promote the Lake of the Woods Vacation Corridor.
- iii. Cross promote, in all of the aforementioned media the City of Kenora website as part of the integrated City of Kenora marketing campaign:
 - www.visitkenora.com
 - www.city.kenora.on.ca
- iv. Subscribe to associations that will create database opportunities and networking potential for the creation of new tourism partnerships
- v. Evaluate secondary markets in the U.S., Ontario and Western Canada for promotional potential.
- vi. Evaluate potentials and encourage businesses and organizations to pursue opportunities in markets such as:
 - Ecotourism
 - Adventure travel
 - Bus and educational tours
 - Corporate travel and retreats
 - International tourism
 - Winter tourism
 - Sports and tournaments

- vii. Evaluate potentials and develop plans that will improve the City's ability to promote tourism and improve services to tourists in matters such as:
 - Brand imaging
 - Research and statistics
 - Improved literature distribution
 - Tourism education: hospitality training in business community
 - Tourism signage on Highway 17A and collector roads; signage in key locations in tourist draw markets (e.g. Southeastern Manitoba)
 - Step-on guide for local bus tours

- viii. Assist City departments, staff and interest groups with tourism-related projects and initiatives, including:
 - Lake of the Woods Museum: special events, anniversaries, etc.
 - Recreation Department: develop leisure guide mail-out using LOWBIC's Tourism Directory
 - Communities in Bloom: coordinate initiatives
 - Support Harbourn/BIA wherever possible

- ix. Provide tourism management services and products such as:
 - Hospitality training resources for business and academic communities, by way of a licensing agreement with the Ontario Tourism Education Corporation. (Service Excellence/SuperHost)
 - Brochures and materials for clients such as bus tour operators
 - A new LOW Trail Guide that positions Kenora centrally as a stay-and-play destination for cyclists/hikers/skiers/other trail users
 - Maintenance of www.visitkenora.com (Tourism Kenora site)

- x. Monitor tourism-related issues such as:
 - Public beach dock removal
 - Tunnel Island development
 - Downtown revitalization projects
 - Highway 17 East development projects

2. Kenora Hospitality Alliance

- i. LOWBIC staff shall provide development advice, counsel and facilitation services to the Kenora Hospitality Alliance to foster development of the corporate body and effective promotional plans

- ii. LOWBIC staff will coordinate and attend KHA meetings and serve as a key resource until the Alliance is fully functional and independent

- iii. LOWBIC shall work with the KHA to identify and arrange a significant and new winter event in Kenora that will benefit the local economy significantly

3. Youth Retention

- i. LOWBIC shall utilize existing, specific FedNor project funds to develop and run an advertising campaign targeted at youth retention through the encouragement of civic pride and self-directedness among resident youth. Existing LOWBIC services, i.e. the availability of business startup counseling, support and loans, shall back up this campaign.

Schedule ‘C’: Tourism Services – Targets and Service Objectives

In accordance with the terms and conditions contained in this *service agreement*, LOWBIC shall:

1. Travel Centre Operations

- i. Operate and maintain the tourist information center on behalf of the City of Kenora
- ii. With the City’s cooperation, ensure that the Centre’s facilities are maintained to the highest standard of cleanliness
- iii. Liaise with the City of Kenora Community Services Department to ensure the grounds are maintained in an attractive and clean fashion
- iv. Ensure that the interior of the Travel Centre is maintained in an attractive and clean fashion at all times
- v. Ensure that the facility is adequately staffed and open seven (7) days per week during the peak tourist season (June, July, August)
- vi. Ensure that the Centre adequately staffed and remains open five (5) days per week (Monday through Friday) for the remainder of the calendar year
- vii. Ensure that local and regional visitor information/literature is prominently displayed and readily available to the traveling public
- viii. Provide information packages to local sponsors of meetings, conferences, and reunions
- ix. Assist visitors frequenting the centre with enquiries about Kenora , the Lake of the Woods region and Northwestern Ontario
- x. Receive and process telephone and electronic tourist inquiries from traveling public with respect to accommodations, special events and things to see and do
- xi. Liaise with Travel Manitoba for exchange of information and services
- xii. Be familiar with local and regional events and locations of interest
- xiii. Be familiar with local, Provincial and Federal regulations and how they affect visitors, or know where to direct the visitor to get accurate information
- xiv. Provide travel counselor staff and resources at the Thistle Pavilion during the summer months
- xv. Update information on the Tourism Kenora and Lake of the Woods Web Site

- xvi. Work with local hospitality industry to develop better promote Kenora in the ‘Shoulder seasons’

2. Customer Service

- i. Encourage employers in the hospitality industry to foster positive attitudes in service staff so that customers appreciate the hospitality they find in the City
- ii. Facilitate the development of improved customer service sessions in area schools to train potential employees in the art of hospitable service
- iii. Evaluate customer needs and work with City of Kenora staff to develop improvements on visitor services such as
 - Improved visitor signage
 - Self-administered tours of local attractions
 - Kenora In Bloom promotion
 - Step on guide for local bus tours
- iv. Conduct ‘Fam Tours’ for tourism centre staff to local members’ businesses, resorts, hotels, attractions

3. Goodwill

- i. Conduct Tourist of the Week program during June, July, August to create goodwill among the visitors to our community
- ii. Conduct Visitor Parking pass program during June, July, August to create goodwill among the visitors to our community

4. Tourism Promotion

- i. Coordinate with tourism centres in Sioux Narrows Nestor Falls and Lake of the Woods Township to raise funds and promote the City of Kenora through the Lake of the Woods lure book and other promotional pieces
- ii. Promote tourism traffic in Kenora through attendance at sport shows and other events in primary target markets like Winnipeg, Brandon, Calgary and cities in the Midwest United States

Schedule ‘D’: Special Events/Attractions – Targets and Service Objectives

In accordance with the terms and conditions contained in this *service agreement*, LOWBIC shall:

1. Harbourfront Park Maintenance, McLeod & Central Parks Washrooms & Grounds Maintenance.

The Lake of the Woods Business Incentive Corporation shall provide basic maintenance services at the Thistle Pavilion, McLeod Park and the Central Park washrooms on the following basis:

- i. Operate the Thistle Pavilion from May 15 to September 15 as an information centre, attractions ticket office and special events office, on behalf of the City of Kenora
- ii. Lock and unlock the doors on the washrooms at the Thistle Pavilion, McLeod Park and Central Park daily between May 15 and September 30, and shall keep the washrooms clean and supplied with basic toiletries
- iii. Lock and unlock the doors on the washrooms at the Thistle Pavilion daily between October 1 and December 31 if special funding is realized from the City or another funding agency and specifically identified for this purpose NOTE....funding for the washrooms shall be pro rated if washrooms only opened from May 15- September 30
- iv. Maintain the appearance and cleanliness of the walkways and areas immediately adjacent to the Thistle Pavilion to a high standard of cleanliness
- v. Maintain the cleanliness and appearance of the site and facilities (small tent) on the Thistle Pavilion’s North Promenade
- vi. Maintain control over the litter on Harbourfront Park between the Thistle Pavilion and McLeod Park and be responsible for emptying the public garbage containers located in this area
- vii. Help security officers address public vagrancy at Harbourfront Park from June 20 to August 20 by requesting them to move on and reporting persistent violators to the police
- viii. Provide light security on the Thistle Pavilion docks from June 20 to September 30
- ix. Carry out Minor repairs on the Harbourfront to Facilities & Equipment in cooperation with the City of Kenora Staff. (Approval process to be authorized through Community services Department)

2. Special Events & Attractions

In cooperation with City of Kenora staff, LOWBIC staff shall:

- i. Respond to enquiries from potential sponsors and interested proponents of special events and tourist attractions throughout the community,

- ii. Liaise with community-minded residents, local service clubs and other potential volunteers to take responsibility for special events and attractions that the City has identified as desirable events
- iii. Facilitate the staging of special events and attractions by helping to find volunteer, financial and other resources, on the following priority basis
 - Primary Events – Canada Day, Harbourfest Kenora Bass International
 - Secondary Events –Summer Concert Series, Labour Day Picnic, Swinging Senior Day
 - Other Harbourfront Events
 - Other Community Events
- iv. Meet with community groups and potential sponsors to develop ideas for new events and attractions and to make recommendations that will improve conditions for sponsoring groups assist sponsoring groups to develop and implement plans for new special events and attractions

3. Special Events Equipment

LOWBIC staff shall:

- i. Coordinate and assign the use of community special events equipment used by sponsoring groups to host events
- ii. Safeguard, store and maintain an inventory of the special events equipment
- iii. Maintain special events equipment and establish a plan to finance replacements and major repairs

4. Harbourtown Centre/ Business Improvement Zone

LOWBIC staff shall attend meetings and coordinate between LOWBIC and the Harbourtown Centre committee and the Business Improvement Zone committee.

5. Quality of Life

- i. LOWBIC staff shall implement on a ***Special Project Basis*** projects contribute to an improved quality of life for local residents and that improve the cleanliness of the public places that visitors to the City are likely to visit. As long as funds are available in 2004, this will include:
 - The Bottle Project
 - The Street Brigade Project
 - The Green Team Project
 - The Mayor's Committee on Homelessness Project
 - Adult/Youth Court Diversion Program
- ii. As long as the above projects are implemented, LOWBIC staff shall provide work opportunities for street people and individuals assessed community service hours by the local courts.

