

**OPERATING AND SERVICES AGREEMENT**

**BETWEEN**

**WHITE ROCK MUSEUM & ARCHIVES  
SOCIETY**

**AND**

**THE CORPORATION OF THE CITY OF  
WHITE ROCK**

**April 01, 2021 – March 31, 2026**

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This AGREEMENT made the \_\_\_\_ day of March \_\_\_\_, 2021.

BETWEEN:

**The Corporation of the City of White Rock, (City)** having its offices at 15322 Buena Vista Avenue, White Rock, British Columbia, V4B 1Y6

AND:

**The White Rock Museum & Archives Society, (Museum Society)** responsible for the operation of a community museum and archives at 14970 Marine Drive, White Rock, British Columbia, V4 B 1C4

WHEREAS:

- A. THE WHITE ROCK MUSEUM AND ARCHIVES SOCIETY is a registered society in BC;
- B. And whereas the Museum Society holds artifact collections and archival materials in public trust on behalf of the City;
- C. And whereas the Museum Society collects and preserves documents, exhibits and interprets objects pertaining to the pre-history and history of the development of White Rock on behalf of the City;
- D. And whereas the Museum Society maintains a collection of artifacts and photographs of the history of the City on behalf of the City;
- E. And whereas the Museum Society provides heritage and cultural programs and information to the community, schools and visitors to White Rock each year;
- F. And whereas the City provides and maintains the 1913 Train Station building, which includes a gift shop, offices, gallery space, collections and archives vault;
- G. And whereas the Museum Society and the City wish to set out their respective obligations to each other by way of this agreement;

**NOW THEREFORE** the parties to this Agreement, in consideration of the promises and contributions made by each to the other, agree as follows:

## **1. TERMS AND RENEWALS**

### **1.1 Term of Agreement:**

The City agrees to engage the Museum Society to supply heritage and archive care and storage services as outlined below, and to grant a license to the Museum Society to use the former White Rock Train Station building for a period of 5 years. The term of this agreement, however, will commence on April 01, 2021 and expire on March 31, 2026.

### **1.2 Renewal Terms:**

Unless either party exercises the right to withdraw from this agreement in accordance with paragraph 1.3, the parties agree that this agreement, whether or not amended pursuant to paragraph 1.4 will automatically renew upon expiry for a further five (5) year term.

### **1.3 Withdrawal:**

- a) Either party may withdraw from this agreement by delivering notice of its intention to withdraw to the other party six (6) months in any calendar year in which this agreement is in effect.
- b) For certainty, notice of an intention to withdraw delivered by either party less than six (6) months in advance of the intended agreement dissolution date will be ineffective.
- c) Nothing in this paragraph affects the responsibilities of the City with regards to the White Rock Museum & Archives Society as a registered society in British Columbia or constitutes the withdrawal of the White Rock Museum & Archives Society or the City from acknowledged responsibilities under the Society Act.

### **1.4 Amendments to Agreement**

- a) Either party may request amendments to the operating and service provisions of this agreement by delivering six (6) months' notice of its request to the other party.
- b) Both parties will deal with all proper requests for amendment promptly, diligently and in good faith.
- c) If the parties are unable to reach agreement on proposed amendments within three (3) months of the notice in this paragraph being delivered, either party may remit the disputed matter or matters to White Rock City Council and both parties agree that the decision of Council will be binding.
- d) For certainty, in no event will a notice requesting amendments to this Agreement be deemed by either party to constitute a notice of withdrawal,

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and any notice of intention to withdraw may only be delivered in accordance with paragraph 1.3 of this agreement.

- e) Any agreed amendments to this agreement may be executed by separate agreement and be attached as an addendum to this agreement.

## **2. FACILITIES**

### **2.1 Premises**

- a) The City will secure and provide, at its sole cost, a facility within the municipality's boundaries required for Museum operations and archive storage purposes and will consult with the Museum Society regarding current and future requirements prior to any acquisition or disposition of land and improvements necessary or desirable for Museum purposes. The Museum is currently in the 1913 White Rock Train Station building located on land leased from the Burlington Santa Fe Railway.
- b) Where any land and premises provided by the City for the Museum purposes are leased by the City, the City will be solely responsible for ensuring the land and premises may be used for the Museum purposes as outlined herein.

### **2.2 Furnishings**

The Museum Society will provide and maintain office furnishings, display features, computer hardware and software and other furnishings not of a fixed or permanent nature. The Museum Society is responsible for the maintenance and replacement of the two WIFI access points located at the Museum.

The City, in consultation with the Museum Society staff, will provide, and maintain all furnishings of a fixed or permanent nature that will meet or exceed all applicable health and safety requirements. This includes all flooring, carpeting, lighting, window coverings and other fixtures and amenities necessary for the reasonable functioning of the 1913 Train Station Building as a Museum. Whenever possible this will be in accordance with the standards established by the Canadian Museums Association.

### **2.3 Maintenance**

The City will, in consultation with the Museum Society staff regarding the reasonable requirements of the Museum, provide all premises maintenance for the safe and comfortable use of the premises by the Museum patrons, staff and volunteers. Whenever possible the minimum requirement for reasonable maintenance standards will be in accordance with the guidelines established by the Canadian Museums Association and all other applicable standards of a careful and prudent owner. This includes (but is not limited to):

- a) All premises' repairs, renewal, replacement, and maintenance, including roofing, structural, plumbing, electrical, painting, heating and air conditioning,

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- ventilation and similar fixtures, appliances or operational features of the premises.
- b) Regular cleaning, repair, replacement and maintenance of flooring, carpeting, lighting, and similar fixtures, and amenities.
  - c) All janitorial or cleaning services on a regular basis to maintain a clean, safe and healthy museum environment, to a standard acceptable for the use of the museum by the public, and in accordance to an agreed upon cleaning checklist.
  - d) Cleaning and maintenance of ingress and egress routes to museum premises for pedestrian traffic including cleaning, snow removal, ice removal, precautions such as sanding or salting, leaf, and debris removal, paving and boardwalk repairs, lighting, and similar reasonable maintenance to ensure the safe and secure use of access to the Museum Society staff, volunteers and the public.
  - e) The City will assist in the promotion of Museum events and exhibits by advertising on the City event kiosk sign located outside the Museum building and on the City's web page.

#### **2.4 Improvement to City Facility**

Any capital work / improvements that the Museum wants to undertake will require prior approval from the Director of Engineering and Municipal Operations, obtain applicable permits, and will be paid for by the Museum Society and/or the City. The Museum Society will be expected to follow the requirements as outlined in the Administrative Staff Policy Directive #503 – User Pay Modifications/Improvements to City Facilities.

#### **2.5 Security**

The City, after consultation with the Museum Society staff regarding reasonable requirements, will provide all security measures and arrangements necessary for the protection of the premises, equipment, City collections and archival documents. The City will also provide for the safety of the Museum patrons and staff, at a level comparable to other City facilities having similar uses or functions including all security systems, locking devices, motion sensors, safety lighting or similar safety measures that may be reasonably required.

The Museum Society is responsible for security of the Museum's computer hardware, software and data and must ensure appropriate measures and processes are in place to protect the City's IT assets within the premise. Access to the electrical/telecom room is reserved to City staff, vetted utility contractors such as Hydro, Fortis, TELUS, HVAC, authorized Museum independent IT contractors, and designated Museum staff (Director and Curator). A logbook must be used to track access to the sensitive IT areas of the building. It must capture the full name, business name, date, and phone number.

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No changes should be made to the City's IT infrastructure without prior consultation with the City's IT Manager.

Cyber related threats pose significant risks for all organizations. The Museum Society must implement the appropriate cybersecurity measures to preserve the integrity of its digital assets (data). At the very least, all Museum computers should be equipped with quality antivirus and antimalware software such as Malware Bytes.

Passwords must be changed regularly (every 4-6 months) and have a minimum of 8 characters in length and include complexity (upper case, numerical values).

All security breaches, physical or computer related, must be reported to City staff at the earliest possible.

## **2.6 Utilities and Taxes**

The City will provide, at its sole cost, all utilities, including water, gas, electrical energy, solid waste removal, recycling removal, telecommunications and similar services as may be reasonably required for the operation of the Museum and Archives in the premises. The City will be responsible for the payment of all taxes, local improvement charges or other levies, which may apply in respect of the land or premises, occupied by the Museum within the City.

## **2.7 Parking**

The City will annually provide a maximum of 20 parking passes for Museum Society use in the City's Montecito parking lot located at 1153 Vidal Street, or any waterfront lot west of Oxford Road.

## **2.8 Indemnity**

The City will indemnify the Museum Society, the Museum staff and the Museum Society's Board of Directors from any claim, notice of claim, demand, suit, action, cause of action, damages, losses or costs, including legal costs, with respect to the injury or death of any person, or any damage to property, arising from, caused by, resulting from or attributable to the premises and the furnishings except where and only to the extent, to which any such injury, death or damage is directly and unequivocally attributable to the negligence of the Museum Society, Museum staff or the Museum Society's Board of Directors.

## **2.9 Insurance**

The City will obtain and maintain on a continuous basis all insurance coverage reasonably required in respect of the premises, improvements, fixtures, appliances, collections, furnishings and other works which the City pursuant to this agreement provides for use by the Museum Society, all such policies to include the Museum Society as an additional named insured in respect of the collections, computer equipment or other physical assets provided by the Museum Society, and including replacement cost insurance where prudent.

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The Museum Society will obtain and maintain continuously a third-party liability insurance policy with a minimum coverage of \$2 million dollars per occurrence, which names the City of White Rock as added insured.

### **2.10 Collection and Archives Appraisal**

The City at its own cost will arrange for an appraisal of the archives and collection to be completed every 5 years.

### **2.11 City use of Gallery Space**

- a) The Museum Society will make every effort to make the Gallery Space available to the City for City approved community special events and major City functions. The City will be required to book the space by October 31<sup>st</sup>, for the following calendar year, January 1- December 31.
- b) The City, in consultation with the Museum Society staff, will establish operating procedures to ensure use of the gallery space will not impinge on the normal operation of the Museum or result in extra operating expenses to the Museum Society. All users of the gallery space will be required to meet the terms and conditions of use established by the City and the Museum Society. These will be in accordance with all current Canadian Museums Association standards and guidelines.

## **3. WHITE ROCK MUSEUM AND ARCHIVES SERVICES**

### **3.1 Operations of a Community Museum and Archives**

The Museum Society will operate the White Rock Museum & Archives on behalf of the City of White Rock.

- a) In consultation with the Museum Society, the City will provide an annual grant, budgeted annually and in keeping with the City's Five Year Financial Plan to assist in the staffing and operations of the Museum. The amount of the grant will be reviewed annually as part of the City's Financial Plan budget process. The Museum Society is responsible for submitting performance outcomes as required for the City of White Rock Year End Report.
- b) The City and the Museum Society will follow all guidelines as outlined in the Council Policy, Recreation and Culture Services – No. 705.

### **3.2 Collections and Holdings**

The Museum Society will engage in the active collection of artifacts, photographs, and textual materials relevant to the history, heritage, and culture of White Rock on behalf of the City of White Rock.

- a) The Museum Society will collect, document, preserve, exhibit, and interpret objects pertaining to the natural history, prehistory, history, and development of White Rock. All collections items will be documented and housed in accordance with Canadian Museum Association standards by the Museum Society.

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- b) The Archives will identify, acquire, and preserve records of archival value to the City and the community as a whole. All records will be documented according to established archival principles in a system established and maintained by the Museum Society.

### **3.3 Exhibits and Programs**

The Museum Society will promote and showcase the history and culture of White Rock through exhibits, research, outreach programs and preservation of the City's collections.

- a) The Museum will offer changing exhibits and programs and interpreting topics about, and of interest to, residents and visitors to the Museum. Primary focus will be on topics related to the history and culture of the local community.
- b) The Museum Society will be a resource for community heritage projects and information and has a responsibility to research, document and provide adequate standards of care and conservation for the collections and holdings. The Museum will take part in heritage preservation activities and advocacy when and where necessary.
- c) The Museum Society has been established as a community Museum to provide citizens of, and visitors to White Rock with the opportunity to explore and understand the history of this community.
- d) Collections records will be documented and the appropriate information as governed by privacy legislation and museum standards will be made available to the public, except in cases where access restrictions have been established at the time of acquisition based on copyright, or other personal or legal restrictions.
- e) The Museum Society will contribute to community special events where possible and will work co-operatively with City staff to develop partnerships which enhance the role of the Museum as an active venue of culture and history in the community.

### **3.4 Staffing**

The Museum Society will, following annual consultations with the City, provide adequate staff and resource personnel required for the operation of the Museum as defined above.

### **3.5 Hours of Operation**

The Museum Society will, following annual consultation with the City regarding reasonable requirements, endeavor to provide Museum services to the public during the following hours of operation:

- i. White Rock Museum: Seasonal hours of operation: open a minimum six (6) days per week year round. Hours will vary according to



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- season. Museum will make the Director of Recreation and Culture aware of schedule changes.
- ii. White Rock Archives: Open Monday to Thursday year round (by appointment).
- a) As an exception to paragraph 3.5 i and 3.5 ii (a) the Museum and Archives offices will be closed to the public on all statutory holidays (except Remembrance Day). The Museum Gallery and Gift Shop (public areas) will remain open with limited hours during statutory holidays that fall on a day that the Museum is regularly open, with the exception of Christmas Eve through until the second Monday after New Year's Day each year.

### **3.6 Marketing Materials for the Museum**

The Museum Society staff are to include the City logo on all White Rock marketing materials (i.e. posters, fliers, newsletters, and web page) at no additional cost to the City.

## **4. DISPUTE RESOLUTION**

### **4.1 Negotiation**

If the parties to this Agreement are unable to agree on the interpretation or application of any provision herein or are unable to resolve any other issue in dispute pertaining to this Agreement, the parties agree to promptly, diligently and in good faith take all reasonable measures to negotiate an acceptable resolution to the disagreement or dispute.

### **4.2 Referral to White Rock City Council**

If the parties have negotiated in good faith pursuant to paragraph 4.1 and have been unable to resolve their disagreement or dispute within 30 days of the disagreement or dispute arising, either party may give notice to the other party and to White Rock City Council requesting the matter under disagreement be reviewed by Council over the following sixty (60) day period. Council will consider the matter under disagreement or dispute for decision with the sixty day period, and both parties agree that the decision of Council will be final and binding.

## **5. GENERAL PROVISIONS**

### **5.1 Further Assurances**

The City and the Museum Society acknowledge and agree that this Agreement is not, nor intended to be, exhaustive of the various responsibilities of each party to the effective operation of the Museum as an active community venue and the delivery of its services within the City. Each party hereby agrees to take all further steps, and give such further assurances including the execution of any further documents, which may be reasonably necessary to carry out the spirit and intent of this agreement.

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**5.2 Other Matters**

In respect of any matter, which this Agreement does not address, the City agrees to be bound by any decision of the Museum Society Board of Directors where the matter is within the jurisdiction of the Museum and the decision is adopted in accordance with the provisions of the Society Act.

**5.3 Provisions Severable**

Except as provided in this Agreement, if any provision of this agreement is unenforceable or invalid for any reason whatever, the remainder of the provisions of the Agreement will remain enforceable and valid. Only the invalid or unenforceable provisions will be severed or deemed to be severed from the remainder of the agreement.

**5.4 Applicable Law**

This agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable thereto, which will be deemed to be the proper law hereof and the parties hereto attorn to the jurisdiction of the courts of British Columbia for all purposes.

**5.5 Notice**

Any notice required to be given hereunder by either party will be deemed to have been well and sufficiently given if mailed or sent by electronic transfer to the attention of the addresses set out below:

- a) If to the City:  
Attention, CAO, City of White Rock, 15322 Buena Vista Avenue, White Rock, BC, V4B 1Y6 or electronically to the e-mail address of the CAO [gferrero@whiterockcity.ca](mailto:gferrero@whiterockcity.ca)
  
- b) If to the Museum **Society**:  
White Rock Museum & Archives Society, 14970 Marine Drive, White Rock, BC, V4B 1C4 or electronically to the attention of Museum Executive Director, at the email address, [director@whiterockmuseum.ca](mailto:director@whiterockmuseum.ca)

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written:

**CITY OF WHITE ROCK**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Corporate Services

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**WHITE ROCK MUSEUM & ARCHIVES SOCIETY**



\_\_\_\_\_  
President, Board of Directors

April 8, 2021  
Date



\_\_\_\_\_  
Museum Executive Director