BY-LAW NUMBER 08-02-383

A By-law to Authorize the Entering into of an Agreement Between the Consortium of the Municipal Councils of the City of Pembroke, the Township of Laurentian Valley, and the Town of Petawawa (The "Consortium") and the Valley Arts Council (The "Manager") to Provide Management Services for the Operation of Festival Hall

WHEREAS the Municipal Council of the Corporation of the Township of Laurentian Valley deems it advisable to enter into an agreement between the Consortium and the Manager to provide management services for the operation of Festival Hall;

NOW THEREFORE the Municipal Council of the Corporation of the Township of Laurentian Valley Enacts as Follows:

1. THAT the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute an agreement between the Consortium and the Manager, a copy of which agreement is attached hereto and marked as Schedule “A” to this by-law and to affix thereto the Corporate Seal.

2. THIS by-law shall come into force and take effect upon the date of the final passing thereof.

Read a FIRST and SECOND time this 19th day of February, 2008.

[Signatures]

Read a THIRD time and FINALLY passed this 19th day of February, 2008.

[Signatures]
This Agreement made this 19 day of February, 2008

BETWEEN:

VALLEY ARTS COUNCIL
(herinafter referred to as the "Manager")

-and-

THE CONSORTIUM OF THE MUNICIPAL COUNCILS OF
THE CITY OF PEMBROKE, THE TOWNSHIP OF LAURENTIAN VALLEY,
AND THE TOWN OF PETAWAWA
(herinafter referred to as the "Consortium")

The parties agree as follows:

1. Valley Arts Council will provide management services at Festival Hall located at 401 Isabella Street, Pembroke, Ontario referred to as the "Hall". Management services shall include the following:
   (a) operating a booking service at the Hall and arranging for viewing;
   (b) maintaining a record of bookings;
   (c) preparing a booklet describing the Hall and explaining the rules applying to use of the Hall;
   (d) updating the Festival Hall booklet as often as needed and informing users of any policy changes;
   (e) preparing a written contract with users confirming arrangements for the use of the Hall and collecting a security deposit;
   (f) ensuring that all groups have proper security and adequate liability insurance while using the Hall and liaising with the school janitorial staff to arrange security codes and PIN numbers;
   (g) ensuring that a Theatre Manager or designate is in attendance at all public functions;
   (h) arranging for and payment of cleaning and general maintenance and repair costs within Festival Hall itself, the classrooms which are to be used as dressing rooms and storage facilities and the VAC office, including preparing and administering relevant contracts. All amounts paid will be reported to the Consortium for reimbursement. Cleaning, maintenance and repair shall be performed using the same standard as it is performed by the owners of the building;
   (i) invoicing rental fees and forwarding copies of invoices and commissions reports to the Consortium at the end of each calendar month;
   (j) marketing and promoting the Hall to maximize use and revenues;
   (k) providing free box office services to user groups including computerized ticket printing;
   (l) maintaining and operating concession booths;
   (m) coordinating between the Consortium and user groups;
(n) informing the Principal and Custodial Staff of Equinoxe School of Hall activities on a monthly basis and conferring with the Principal regarding School use of the Hall as well as Festival Hall use of school premises;

(o) maintaining the Hall in a safe condition and reporting major problems to the Consortium and Principal of Equinoxe School;

(p) maintaining a roster of qualified personnel to operate the stage lighting equipment and ensuring that all user groups use only qualified personnel to avoid damage;

(q) preparing an emergency evacuation plan, to be updated annually, and to train House Staff in the implementation of such a plan;

(r) maintaining an inventory of supplies and equipment at Festival Hall.

2. The Manager shall seek to secure government grants to assist in the maintenance and improvement of the Hall with the assistance of the Consortium.

3. The Manager shall maintain and operate the Foyer Gallery in the lobbies of the Hall.

4. The Manager shall appoint a Festival Hall Theatre Manager to oversee the duties outlined in paragraph 1. The Festival Hall Theatre Manager may receive an honourarium from the Manager to be mutually agreed upon.

5. The Manager shall inform the Consortium of any change of Executive Director or Chairperson, or of its Festival Hall Theatre Manager.

6. The Manager shall at its expense and discretion appoint administrative staff to support the operation of Festival Hall.

7. The Manager shall be responsible for taking any other actions required to ensure the effective, safe and efficient operation of Festival Hall.

8. On the 15th day of each month the Consortium shall pay to the Manager an amount consisting of:

   (a) one twelfth of a base rate of TWENTY-EIGHT THOUSAND DOLLARS ($28,000.00) per annum for the operation and management of Festival Hall including the aforementioned services;

   (b) twenty-five per cent (25%) of rental proceeds including surcharges from the previous month.

9. The Consortium shall, through the Agreement between the City of Pembroke and the Conseil Des Ecoles Publiques De L'Est de L'Ontario (CEPEO), support the Manager in performing its obligations by:

   (a) granting access to Festival Hall and all ancillary areas used in connection with Festival Hall as agreed to by the parties which will include Festival Hall itself, classrooms which are to be used as dressing rooms and storage facilities, VAC office, adjoining hallways, stairwells, emergency exits and elevator as set out in Schedule B. The Manager shall also be granted access in common with other users to common areas including the corridors, halls and parking lot to allow full access to Festival Hall. The Manager agrees to comply with all reasonable rules and regulations regarding the use of the said common areas issued from time to time by CEPEO;

   (b) ensuring the provision of and assuming all costs including repair costs associated with public utilities, including heat, hydro, water and other such services.
10. If the Manager neglects to provide services in accordance with paragraph 1, the Consortium may notify the Valley Arts Council, in writing, that it is in default of its contractual obligations and instruct it to correct the default within seven (7) days immediately after receipt of such notice. If the Manager fails to correct the default to the satisfaction of the Consortium within seven (7) days, the Consortium may terminate the Agreement ending its obligations thereunder.

11. (a) The Manager shall purchase and maintain a comprehensive general liability insurance policy with coverage limits no less than five million dollars ($5,000,000.00) per occurrence and shall provide proof of this insurance to the Consortium every year. The Manager agrees to provide an endorsement on its comprehensive general liability insurance policy naming each of the member municipalities within the Consortium as an additional insured for Festival Hall and the CEPEO property but only with respect to the operations conducted by the Manager on behalf of the named insured.

(b) The Manager and the Consortium agree that the Consortium is not liable for any injury or damage to any person or property, arising out of the Manager’s use of the premises. The Manager shall indemnify and keep indemnified and save harmless the Consortium against all actions, suits, prosecutions, claims, executions and demands which may be brought or made against the Consortium as a direct or indirect result of the use of the premises by the Manager or by reason of any activities contemplated by this agreement.

12. This agreement shall be for the period January 1, 2008 to December 31, 2008 and shall continue in force from year to year thereafter unless either party, in any year prior to 1 July, serves notice in writing to the other party that the agreement is to terminate 31 December of the same year.
SIGNED, SEALED & DELIVERED

in the presence of

VALLEY ARTS COUNCIL

PER:

John Leyden, Chair
I have the authority to bind the Corporation

PER:

Jane Levoy, Executive Director
I have the authority to bind the Corporation

in the presence of

CORPORATION OF THE CITY OF PEMBROKE

PER:

Ed MacDon, Mayor
I have the authority to bind the Corporation

PER:

Terry Lapierre, CAO
I have the authority to bind the Corporation

CORPORATION OF THE TOWN OF PETAWAWA

PER:

Bob Sweet, Mayor
I have the authority to bind the Corporation

PER:

Mitch Stillman, CAO
I have the authority to bind the Corporation

CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY

PER:

Jack Wilson, Mayor
I have the authority to bind the Corporation

PER:

Bruce Lloyd, Treasurer
I have the authority to bind the Corporation

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