

Arts and Culture Fee for Service Agreement
AMENDMENT #1

THIS AGREEMENT dated for reference January 1, 2024

BETWEEN:

THE CORPORATION OF THE CITY OF COURTENAY, a municipal corporation incorporated pursuant to the *Community Charter* and having its offices at 830 Cliffe Avenue, Courtenay, B.C. V9N 2J7

(the "**City**")

AND:

COMOX VALLEY COMMUNITY ARTS COUNCIL (INC. NO.7703), a Society duly incorporated under the laws of the Province of British Columbia with mailing address of 202-580 Duncan Avenue, Courtenay, BC V9N 2M7.

(the "**Society**")

WHEREAS:

- A. It is the goal of the Comox Valley Community Arts Council (hereinafter called the "Society") to promote and celebrate a vibrant, inclusive arts community for community benefit.
- B. The strategic direction through the Official Community Plan Bylaw 3070, 2022 (the "OCP") are Reconciliation, Community Well-Being, Equity and Climate Action; the OCP identifies Arts, Culture and Heritage objectives and policies that support these cardinal directions; the City's Cultural Service Review, 2019 recommendations and key findings include providing sustainable multi-year funding support to the Society and the City's strategic priorities for 2023-2026 are:
 - 1) complete the Strategic Cultural Plan
 - 2) implement the Strategic Cultural Plan; and
 - 3) identify appropriate roles and responsibilities for the City in the delivery of economic development services in the region.
- C. The parties entered into an Arts and Culture Fee For Service Agreement dated for reference June 16, 2020 (the Service Agreement) with excerpts of which are attached as Schedule A.
- D. Subject to Council approval of this agreement and the Society providing an updated Fee For Service Deliverables Report on March 1, 2025, the City has agreed to extend the Arts and Culture Grant for the 2025 fiscal year to align with the term of the Arts and Culture Fee For Service Agreement.

NOW THEREFORE THIS ADDENDUM is evidence that in consideration of the mutual promises contained in this Arts and Culture Fee For Service Agreement and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which each party acknowledges), the parties covenant and agree as follows:

1. Except as defined herein or amended hereby, capitalized terms used in this Addendum and not otherwise defined shall have the meanings defined in the Service Agreement.
2. Section 4 of the Arts and Culture Fee for Service Agreement is amended to provide as follows:
 - a) The City will grant to the Society a fee-for-service grant for achieving the deliverables identified in Section 3. of this Agreement as outlined in Table A.
 - b) The grant shall be paid by the City within forty-five days of receipt of an invoice from the Society, subject to City Council annual budget approval.
3. Table A: Arts and Culture Grant is amended to provide as follows:

Date of Invoice	Operating Year	Fee for Service Grant
June 16th	2020	\$24,375
August 1st	2020	\$24,375
TOTAL		\$48,750
April 1st	2021	\$27,500
August 1st	2021	\$27,500
TOTAL		\$55,000
April 1st	2022	\$28,050
August 1st	2022	\$28,050
TOTAL		\$56,100
April 1st	2023	\$28,600
August 1st	2023	\$28,600
TOTAL		\$57,200
April 1st	2024	\$29,200
August 1st	2024	\$29,200
TOTAL		\$58,400
April 1st	2025	\$29,800
August 1st	2025	\$29,800
TOTAL		\$59,600

4. The City will grant to the Society an in-kind building repair, maintenance, insurance, and utility contribution estimated in the amount of \$8,800 each year of the Term which is the City's in-kind contribution to the Society through the Licence Agreement for the building's annual repair, maintenance, insurance, and utility budget:
 - i. to be expensed at the discretion of the City's Civic Properties Operations Division in meeting the City's responsibilities and expenses identified in the Licence of Occupation dated for reference June 1, 2024 between the City and the Society; and
 - ii. calculated by prorating the City's Centre For the Arts total annual facility repair, maintenance, insurance, permissive tax exemption estimate and utility budget based on the rentable square foot occupied by the Society; and
 - iii. subject to amendment and annual budget approval by City Council;
5. Time shall continue to be of the essence.
6. The parties confirm the Service Agreement in all other respects. The Service Agreement and this amendment agreement shall be read and construed as one document.
7. This Addendum shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.
8. The parties will execute and deliver such further documents and instruments and do all such acts and things as may be reasonably necessary or requisite to carry out the full intent and meaning of this Addendum and to effect the transactions contemplated by this Addendum.
9. Counterparts - This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall together constitute one and the same document. This Agreement may be executed and transmitted by electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

IN WITNESS WHEREOF this Addendum has been executed and delivered on the respective dates written below.

**THE CORPORATION OF THE
CITY OF COURTENAY,**)

by its authorized signatories:)
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)
)
)
)

Susie Saunders, Director of Recreation,)
Culture and Community Services)

**COMOX VALLEY COMMUNITY)
ART COUNCIL**)

by its authorized signatories:)
)
)
)

Jennifer Casey, Executive Director)
)
)
)

Name)

SCHEDULE A

ARTS AND CULTURAL FEE FOR SERVICE AGREEMENT COMOX VALLEY ARTS

BETWEEN:

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(the "City")

AND:

COMOX VALLEY COMMUNITY ARTS COUNCIL (INC. NO.7703), a society duly incorporated under the laws of the Province of British Columbia with mailing address of 202-580 Duncan Avenue, Courtenay, BC V9N 2M7.

(the "Society")

WHEREAS:

- A. It is the goal of the Comox Valley Community Arts Council (hereinafter called the "Society") to promote and celebrate a vibrant, inclusive arts community for community benefit.
- B. The City of Courtenay (hereinafter referred to as the "City") strategic objectives are to:
- responsibly provide services at levels which the people we serve are willing to pay
 - continue to support arts and culture
 - support social, economic and environmental sustainability solutions
 - consider effective ways to engage with and partner for health and safety of the community
 - value and recognize the importance of our volunteers
- C. The City and the Society wish to enter into Agreement for the Society to:
- facilitate and animate arts and culture in the community
 - collaborate with the community in wide variety of cultural activities, workshops, events, festivals, exhibition spaces, seasonal programs, and support of members groups
 - educate and promote the Comox Valley as a creative and dynamic arts producing center.