



Agreement

BETWEEN:

The Corporation of Norfolk County
(referred to as the "County", "Norfolk County" or "NC")

AND:

The Port Dover Lions Club
(referred to as the "Lions Club" or "PDLC")

1. Description of Deliverables

The parties acknowledge and agree the County is the legal owner of the Port Dover Community Centre, located at 801 St. George Street, Port Dover, Ontario (the "Community Centre" or the "Facility") and that the Lions Club will provide the services of a "Functions Coordinator/ Custodian" for the Community Centre. The "Functions Coordinator/Custodian" is responsible for the day-to-day operations and janitorial duties including maintenance of the building and equipment for the Community Centre, as well as, rental set up, take down and event planning.

The Lions Club will ensure that the Community Centre is available seven (7) days per week, is always kept in a clean and acceptable condition, and will always follow all municipal, provincial, and federal statutes, regulations, and public health guidelines.

2. Roles and Responsibilities

Port Dover Lions Club (PDLC)

The roles and responsibilities of the PDLC are as follows:

- a) Comply with and ensure all renters of, and attendees at, the Community Centre comply with all applicable municipal, provincial, federal statutes, regulations, policies, and procedures;
- b) Obtain and keep in force the required insurance as outlined in this Agreement;
- c) Ensure PDLC members work in a safe manner and follow health and safety precautions contained within NC policies or procedures and the *Occupational Health and Safety Act* and its regulations at all times;
- d) Handle enquiries and promote the use of the Facility, showing the Facility to customers, caterers, and advising users of fees, additional charges, available services, rules, and regulations, etc.;
- e) Ensure Facility is open, closed, and secure before, during and after events;
- f) Ensure Facility is clean and perform setup and takedown of tables and chairs required for Facility events including, but not limited to, coordinating access for hall decorators, caterers, musicians, and other event requirements;
- g) Complete all cleaning and maintenance of the Community Centre including washrooms, main hall, meeting rooms, kitchen, storage areas and all equipment;
- h) Ensure garbage and recycling is removed from inside the Facility to outdoor garbage bins and recycling area after each event and/or as needed to keep the Facility in a sanitary state at all times;
- i) Request ordering of necessary supplies in advance of requirement to ensure the Facility is always well stocked;

- j) Ensure flower beds and grounds are maintained in a respectable manner – including weeding of flower beds, planting annuals, watering, mulch, etc.;
- k) Ensure members are flexible to guarantee that the Community Centre is available during daytime, evening, weekend, and holidays to cover use acknowledging that actual hours will vary from one week to another depending upon the number of events, meetings scheduled and the size of the events and that weekend events are often “back-to-back” and require immediate janitorial and set up/takedown after each event;
- l) Work closely with the NC Facility Booking Clerk and ensure the Facility is not sublet to any user group or organization without an approved NC rental agreement in effect;
- m) Market and promote the Facility, as well as provide advisory capacity on changes to user fee structure to ensure maximum rental revenue is obtained;
- n) Have exclusive rights to bar services required for rentals with special occasion permits – any proceeds received from providing this service will belong solely to the PDLC. The PDLC can opt to allow other users to provide their own bar services from time to time with evidence of proper insurance and permits received in advanced by the County, as per the Municipal Alcohol Policy, in the County’s sole discretion;
- o) Ensure that the PDLC members do not share login and password information to the Recreation Management Software/ENCORE with anyone that has not been trained in the use of the program and that is not directly involved in booking requirements;
- p) Identify a Lead from the Lions Club to be a liaison between PDLC and NC for coordination and ongoing operational questions or issues; and
- q) Permit NC staff use of office and storage areas for programming requirements.

Norfolk County (NC)

The roles and responsibilities of the County are as follows:

- a) Ensure that the Facility and its contents are properly insured during the term of this Agreement;
- b) Train PDLC members on proper use of maintenance, kitchen, audio-visual, and any other equipment on site;
- c) Coordinate the hiring of contractors for all service contracts;
- d) Coordinate structural repairs and/or capital improvements to the Facility and equipment, and maintenance arising from special cleaning requirements, hazmat requirements, drug related issues and biological incidents;
- e) Grass cutting and snow removal;
- f) Payment of all operational related costs – heat, hydro, water, supplies, contracted services;
- g) Provide all necessary supplies for cleaning and maintenance of Facility;
- h) Approve, coordinate, and collect fees for all rental use through the NC Facility Booking Clerk;
- i) Provide access to the Recreation Management Software/ENCORE for PDLC to submit applicable booking requests and view approved rentals. NC will coordinate training of PDLC members in the use of ENCORE before issuing a login and password to access; additional training will be coordinated throughout the course of this Agreement as updates to the system occur or as new members are installed; and
- j) Provide guidance on policies, procedures, and regulations applicable to Facility operations.

3. Rates and Disbursements

The PDLC will be responsible for paying 100% of the rental fees for all rentals that are initiated by the PDLC for their own events held within the Facility.

The PDLC will receive a commission of 50% of all revenue generated from events and rentals that take place within the Facility, subject to the provisions of section 6 hereof.

NC will provide a detailed list of all rentals and revenue collected and will disburse commission to the PDLC by cheque or EFT within 60 days from the end of the quarter.

4. Document Retention and Audit

All contract documentation relating to the rentals occurring at the Facility, including rental agreements, waivers, and insurance, will be kept with, and maintained by NC.

Rentals are not authorized to take place without a signed rental agreement that has been approved by the NC Facility Booking Clerk. All rental agreements will be authorized and contained within NC Recreation Management Software/ENCORE. PDLC will be assigned a login and password to access this system to view upcoming rentals and to send booking requests to the NC Facility Booking Clerk. Information contained within the Recreation Management Software/ENCORE shall always be considered and treated as private and confidential by PDLC and its members.

All documentation relating to screening and contact tracing, if and when applicable, is considered private and confidential and will be kept and maintained by the PDLC for 30 days from the date of each rental and will only be released at the request of a medical officer of health or an inspector under the *Health Protection and Promotion Act* on request for a purpose specified in section 2 of that Act or as otherwise required by law.

5. Obligation to Report Complaints

The PDLC shall immediately file all applicable incident forms and bring all complaints pertaining to any act or behavior that is in contravention of the rental agreement or waiver on the part of the renters to the attention of NC and shall cooperate in any investigation undertaken by NC or any person or organization designated by NC into the circumstances giving rise to that complaint. The contact for NC is the Recreation Director who may be reached by phone at 519-429-4782 or by email at nikki.slote@norfolkcounty.ca.

6. Other Matters

Port Dover Seniors Use of Room C – The PDLC and NC jointly support the use of the Facility by the Port Dover Seniors. NC will enter into a rental agreement with the Port Dover Seniors for preferred use of Room C within the Facility on an ongoing basis for an agreed upon monthly user fee. The Port Dover Seniors will work jointly with the PDLC for use of areas within the Facility. The PDLC will obtain 50% of monthly revenue collected for this use.

Municipal Use of Facility - From time to time the Facility may become unavailable to the Port Dover Lions for rental purposes. Instances such as Municipal, Provincial or Federal business may arise where the Facility will be utilized, and revenue may not necessarily be acquired for the rental. Events that fall into this category would include Municipal Elections, Provincial Elections, Federal Elections, or use of the Facility for Emergency Evacuations or other health/emergency services related requirements. The PDLC will be required to continue to maintain & operate the Facility during these events, even though the revenue obtained may be less than normal rental fees. The PDLC will obtain 50% of all revenue collected for these events.

Annual Friday 13th Events – During these annual events the Facility is utilized as a Command Centre for Emergency Personnel and requires strict security measures be in place for up to a maximum of 1 week prior to the start of the event and end on the Sunday after the event. Due to the necessity of strict security measures, NC will work with PDLC on access for maintenance related tasks during this time as member entry will be limited. The PDLC will obtain 50% of all revenue collected for these events.

Contributed Capital: The PDLC may contribute funds for improvements to the Community Centre. If the PDLC decides to contribute funds for capital improvements, the PDLC must provide the funds to the County with specific

instructions as to the use of the funds. Notwithstanding the foregoing, the PDLC cannot undertake improvements to the Community Centre without written consent by NC. NC will be responsible for managing all capital improvements to the Facility.

Capital Requests: The PDLC will provide NC with any requests for any capital improvements or equipment purchases prior to August 15th each year. These requests will be subject to the County's normal budget processes and approval is not guaranteed.

Other Assets – PDLC: It is acknowledged that the PDLC may have other assets that will be utilized at the Community Centre during the term of this Agreement. These assets will always remain the responsibility of the PDLC and in no event will the County be liable for any loss or damage with respect to same.

Other Assets – Norfolk County: Norfolk County will provide the PDLC at their request the use of other assets located at the Community Centre including items such as audio-visual equipment, tables, chairs, kitchen equipment, maintenance equipment, recreation equipment among other items. These assets will be community assets for use of renters.

Service Contracts: NC will coordinate any applicable contracted services with regards to fire suppression, pest control, security, garbage disposal, grass cutting, and snow removal.

Capital Improvements and Accommodations: Both parties recognize that there may be requirements for repairs or capital improvements and both parties will work together to ensure programming can continue on a reasonable basis during these periods while allowing the necessary work to be completed in a cost effective and efficient manner.

Day-to-Day Coordination NC: The key contact person for day-to-day operational issues for the PDLC with NC shall be the Supervisor, Parks Operations East – 519-429-4681 or email mark.bouw@norfolkcounty.ca. The key contact person for the PDLC with NC for issues relating to Facility rentals is the Facility Booking Clerk – 519-429-0964 or email facility.bookings@norfolkcounty.ca.

7. Indemnification, Insurance, Dispute Resolutions and Reviews

Indemnification: The PDLC hereby agrees to indemnify and hold harmless the County, its employees, officers, directors, elected officials, authorized agents and all those for whom the County is responsible for at law (collectively, the "Indemnified Parties") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including Claims for third party bodily injury (including death), personal injury and property damage, in any way based upon or occasioned by the negligence or willful misconduct, whether by act or omission, of the PDLC, its members or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of their obligations under, or otherwise in connection with, this Agreement. The PDLC further agrees to indemnify and hold harmless the County for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, Norfolk County, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of this Agreement.

Insurance: The PDLC shall provide certificate(s) of insurance or certified copy(ies) of the below referred to policies, satisfactory to Norfolk County prior to the commencement of this Agreement. Provided that if a certificate is provided, all requirements set forth must be shown on the said certificate and notwithstanding the provision of any certificate, Norfolk County may require that PDLC provide a certified copy of the policy.

The PDLC shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the Agreement and shall immediately notify the County of the cancellation of any such policies.

Commercial General Liability Insurance. The PDLC shall at its expense obtain and keep in force, during the term of this Agreement, commercial general liability insurance to be written with an insurer licensed in the Province of Ontario and satisfactory to the County, having the following characteristics: (i) a limit of liability of not less than Two Million Dollars (\$2,000,000.00) per occurrence; (ii) The Corporation of Norfolk County shall be named as an additional insured and first loss payee; (iii) the policy shall contain a provision for cross liability in respect of the named insured; (iv) non-owned automobile coverage with a limit of at least Two Million Dollars (\$2,000,000.00) including without limitation contractual non-owned coverage; and (v) completed operations coverage.

Crime/Fidelity Coverage. The PDLC shall at its expense obtain and keep in force, during the term of this Agreement, crime/fidelity insurance to be written with an insurer licensed in the Province of Ontario and satisfactory to the County, in the amount of Twenty Five Thousand Dollars (\$25,000) with a third-party extension of Five Thousand Dollars (\$5,000).

Other Insurance Coverage. The County reserves the right to request such higher limits of insurance or other types of policies appropriate to this Agreement as the County may reasonably require from time to time.

Force Majeure: Neither party shall be liable for damages caused by delay or failure to perform its obligations under the agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the agreement would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism, pandemics, epidemics, emergencies, including public health emergencies; but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this agreement due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) business days, the other party may immediately terminate the agreement by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the agreement, at law or in equity.

References to County Staff and Administrative Units: Any reference to the title or position of a member of County staff in this agreement shall include any change to the title or position or any successor title or position or any new title or position which assumes the responsibilities of the title or position referenced in the agreement. Any reference to a County administrative unit shall include any change to the name or any administrative unit which assumes the responsibilities of the administrative unit referenced herein.

Dispute resolution: The intent is for all disputes to be managed between the PDLC and NC staff. If issues cannot be resolved by the day-to-day contact person, then the discussions will be elevated to the NC Recreation Director and then to the NC General Manager. If resolution cannot be obtained, then NC Council will be the arbitrator of any dispute.

Annual Review: The term of this agreement shall be for a period of one (1) year and shall be in effect beginning July 1st, 2021 and shall automatically renew for consecutive terms of one (1) year annually thereafter, subject to the following: The terms of the agreement and operations will be reviewed jointly between the PDLC and NC throughout the term of the agreement. If the PDLC or NC requires any amendments to this agreement, the requesting party shall provide the proposed amendments in written format and the receiving party will have 60 days to respond to the

changes. If either party wishes to terminate this agreement notification must be submitted in writing by the requesting party to the receiving party no later than 120 days (i.e. March 1st) prior to the end of the respective term. Note - The term corresponds with the fiscal year of the Lions Club, July 1st to June 30th

Authorization: The parties hereto covenant that each of them has the authority to enter into this Agreement.

No Partnership or Agency: It is not intended that any agency be established between the parties hereto.

Amendment: This Agreement may not be amended except in instrument in writing signed by both parties hereto.

Waivers: No waiver by either party of any breach by the other party to this Agreement and no waivers by either party of any part of this Agreement shall be a waiver of any subsequent breach or failure or of any other part of this Agreement.

Severability: If any part of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this License other than those to which it is held invalid or unenforceable shall not be affected thereby and rather shall be separately valid and enforceable.

Entire Agreement: This Agreement contains the whole agreement between the parties with respect to the subject matter of this Agreement.

Applicable Law: This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Assigns: All rights and liabilities herein granted to, or imposed upon the parties hereto, extend to and bind the successors and permitted assigns of the parties hereto.

Independent Legal Advice: For the purposes of this Agreement, the parties hereto acknowledge and agree that each party has had the opportunity and has been encouraged to obtain independent legal advice regarding the terms and particulars contained herein, understand the nature and consequences of this Agreement and are signing this agreement voluntarily.

[SIGNATURE PAGE FOLLOWS]

This agreement is entered into on August 25, 2022, to be effective as of July 1, 2021.

The Port Dover Lions Club

R. Weatherill
Name: RICK WEATHERILL
Title: Secretary

B. Jamieson
Name: B. JAMIESON
Title: TREASURER

I/WE Have Authority to Bind the Corporation

The Corporation of Norfolk County

Kristal Chopp
Name: Kristal Chopp
Title: Mayor, Norfolk County

A. Meneses
Name: A. MENESES
Title: CAO

I/WE Have Authority to Bind the Corporation