

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF THE TOWN OF ST. MARYS
(the "Town")**

AND

MR. SEAN CAMP

1. Introduction

In January 2017 St. Marys Town Council adopted a revised strategic plan. Within the strategic plan, a strategic direction of Council was to leverage culture as an economic driver. To support this direction, several priorities and tactics are set out seeking to establish a new event or festival "to celebrate the Town's key amenities and [that] ties in with the reactivation of the downtown/waterfront". The strategic plan identifies Milt Dunnell Park as a prime location to "host cultural events, such as festivals, "gathering on the green", art exhibits, performances, etc."

To move these strategic priorities forward, in 2018 St. Marys Town Council wishes to pursue a partnership with Mr. Sean Camp and the River Rock Festival (the "Festival"). Town Council is agreeable to providing cash and in-kind support to the Festival on condition that the Festival be relocated to within the limits of the Town of St. Marys. Mr. Camp has identified that his preferred location for the Festival is within Milt Dunnell Field and will be hosted at this location on August 11, 2018, with a potential kick-off night on August 10, 2018.

This Memorandum of Understanding ("MOU") is being established to set out the cooperative arrangements that will be required to host the Festival within the Town of St. Marys. This MOU sets out the financial and in-kind support from the Town, and the understandings of both parties as they relate to the Festival's planning, organization and financial management.

2. Purpose

This MOU is intended to formalize the relationship between the parties by setting out arrangements for the cooperation and coordination of resources. It establishes a sound and mutually beneficial relationship between the two parties. It ensures that the partnership operates in accordance with the policies of both parties. It clearly states the roles and responsibilities by which each party agrees to operate in this new collaborative arrangement.

3. Term of MOU

This MOU is effective for the 2018 RiverRock Festival only. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than December 31, 2018. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice.

4. Responsibilities of Mr. Sean Camp

Mr. Sean Camp will:

- a. Provide all services in relation to the artistic direction, event management, planning, organization, and coordination of the Festival.
- b. Locate the 2018 River Rock Festival within the Limits of the Town of St. Marys, generally within the agreed upon location at Milt Dunnell Field as shown in Schedule "A" to this memorandum of understanding.
- c. Provide all services required to coordinate, book, schedule, remit payment to, and otherwise manage the performing acts for the Festival.
- d. Provide all services required to coordinate, book, schedule, remit payment to, and otherwise manage the vendors for the Festival.
- e. Ensure that all performing acts and vendors at the Festival secure all permits required for their operations and provide a minimum of \$2,000,000 comprehensive liability insurance naming the Town of St. Marys as an additional insured.
- f. Secure all necessary permits required for the Festival, including but not limited to special occasion permit(s) required for the serving of alcohol, Perth District Health Unit permits, Building Permits, et cetera.
- g. Secure all materials and supplies required for the delivery of the Festival, including but not limited to: fencing and posts, washroom facilities, staging, audio visual equipment, et cetera.
- h. Produce all marketing and promotional materials required for the advertising of the Festival, and will lead all promotional and marketing activities required to advertise the event.
- i. Coordinate with the Town for the delivery of the Festival through the Town's identified primary contact.

5. Responsibilities of the Town

The Town will:

- a. Provide access to Milt Dunnell Park for the 2018 River Rock festival, at no cost. The Town will ensure that there are no conflicting bookings at the park starting on August 7, 2018 through to August 14, 2018.
- b. Provide one primary point of contact to assist Mr. Camp, that being the position of "Events Coordinator".

- c. Provide comprehensive liability insurance for the Festival, and will name Mr. Camp as an additional insured.
- d. Declare the 2018 River Rock Festival as an event of municipal significance.
- e. Provide a noise by-law exemption for the Festival from 12:00 pm to 11:00 pm on August 10, 2018 and August 11, 2018.
- f. Provide support for the event set up and take down at no additional charge to Mr. Camp, including but not limited to: installation and removal of boundary fencing; delineation of a parking area, delivery and removal of picnic tables, delivery and removal of garbage receptacles, delivery and removal of woodchips (as necessary).
- g. Waive all costs of water, electricity, sanitary, landfill tipping, and Town permits required for the Festival.
- h. Provide access to Town electrical panels and services located at Milt Dunnell Park, at no cost.
- i. Arrange for a barrier free portable washroom(s) to be provided for the duration of the event, and will arrange for the delivery of enough standard portable washrooms to meet Building Code requirements for the number of fixtures to be provided. The costs of portable washrooms will be included in the overall budget for the Festival managed by Mr. Camp.
- j. Provide access to potable water at Milt Dunnell Park, at no cost.
- k. Staff the proposed "Eco-Tent" for the Festival with the purpose of educating patrons on the importance of three stream recycling.
- l. Support the marketing and promotional activities required to advertise the event through all of the Town's available mediums (website, social media, media releases, et cetera). The Town will also assist in promoting the event to external audiences.
- m. Assist in providing notification to residents in the area of the park in advance of Festival.

6. Financial Management

- a. In his role as artistic director and event coordinator, Mr. Camp will be responsible for all activities related to managing the budget for the event, including but not limited to remitting payments for Festival related costs, securing sponsorships, ticket sales, et cetera.
- b. The Town of St. Marys will provide \$10,000.00 in cash support from its 2018 Community Grant program to support the Festival, conditional upon the Festival being located within the Town of St. Marys. The Town will remit payment to Mr. Camp as soon as practical following the signing of this memorandum of understanding;
- c. It is agreed by both parties that Mr. Camp will retain a \$5,000.00 stipend from the Festival budget to recognize his role of artistic director and event organizer for the Festival.
- d. Within ninety (90) days after the event Mr. Camp will produce to the Town a summary of the costs and revenues for the 2018 Festival.

- e. It is agreed that any proceeds of the event will be shared on a 50/50 basis between Mr. Camp and the Town.
- f. It is agreed that the Festival is to be a “not-for-profit” event geared to supporting environmental and eco-friendly causes:
 - i. Mr. Camp agrees to donate any proceeds received from the Festival to an environmental and eco-friendly cause of his choosing.
 - ii. The Town agrees to reinvest any proceeds received from the Festival into improvements of the Town’s trail system.
- g. It is agreed that any future cash support of the Festival by the Town is conditional upon the successful demonstration of donation of any proceeds received from the Festival.

7. General Provisions

- a. **Amendments:** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- b. **Entirety of Agreement:** This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- c. **Conflict Resolution:** Any dispute that arises between the parties will be resolved by meeting as soon as both parties are available. The party raising the issue will document its concern(s) and provide the documentation to the other party. The special meeting will be convened no later than 14 days after the documentation is received. The aggrieved party and nominated representatives will jointly decide who will attend the meeting. The meeting will provide parties the opportunity to negotiate an appropriate resolution to the conflict, which will be recorded and signed by both parties.

8. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

River Rock Festival

Sean Camp Date

The Corporation of the Town of St. Marys

Al Strathdee, Mayor Date

Brent Kittmer, CAO/Clerk Date

SCHEDULE A – PROPOSED EVENT LOCATION

