

MEMORANDUM OF UNDERSTANDING

BETWEEN

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

AND

MR. CAMERON PORTEOUS

1. Introduction

In the Fall of 2016 a small group of individuals established the ‘Station Gallery’ located in the St. Marys Train Station with the intent to highlight artistic talents from the area. This concept fit well with staff and Council’s recommendations regarding the utilization of space at the Train Station.

Today the Station Gallery is led by Cameron Porteous. Since opening, the Gallery has hosted 11 separate exhibits, highlighting a variety of different artists and genres. These exhibitions have attracted more than 1,300 visitors to the Station. The Gallery has garnered media attention both within, and beyond, the Town. As a result, visitors to the Gallery include local residents, visitors from surrounding municipalities and has drawn visitors from well beyond the area.

Admission to the gallery is free of charge, and artists hang their work for free. The costs associated with the display, advertising and promotion of the exhibitions are paid for by Mr. Porteous. The average cost for one exhibition is approximately \$750.00. This includes exhibit materials and advertising. In February 2018 Mr. Porteous was awarded a municipal grant of \$10,000 to ease the financial burden of the exhibitions and provide some funding for volunteer honorariums.

This Memorandum of Understanding (“MOU”) is being established to set out the cooperative arrangements that will be required to continue operating the Station Gallery. This MOU sets out the financial support from the Town, and the understandings of both parties as they relate to the operation 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 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. Cameron Porteous

Mr. Cameron Porteous will:

- a. Continue to be a tenant in the station.
- b. Ensure that the Gallery is adequately staffed to coincide with the Gallery's hours of operation. This includes securing, training, scheduling and oversee staffing of the Station Gallery.
- c. Be responsible for selecting, installing and managing all exhibitions.
- d. Secure all material and supplies required for the delivery of exhibits and events.
- e. Provide all services required to coordinate, book, schedule, remit payment to, and otherwise manage the artists exhibiting in the Gallery.
- f. Provide comprehensive liability insurance for the Station Gallery, and will name the Town as an additional insured.
- g. Confer with the primary point of contact for any alterations or additions to Gallery space, including temporary walls, backdrops and additional lighting.

5. Responsibilities of the Town

The Town will:

- a. Act as landlord to Mr. Porteous; managing facility related requests.
- b. Provide one primary point of contact to assist Mr. Porteous, that being the position of "Economic Development Manager".
- c. Support the marketing and promotional activities required to advertise the Gallery through all of the Town's available mediums (website, social media, et cetera) and tourism related materials.

6. Financial Management

- a. In his role as Director, Mr. Porteous will be responsible for all activities related to managing the budget for the gallery, including but not limited to remitting payments for gallery related costs, securing sponsorships, sales, et cetera.

- b. The Town of St. Marys will provide \$10,000.00 to support the Gallery. All Gallery expenses are to be paid by Mr. Porteous. The Town will not provide any additional funding.
 - i. 8 exhibits x \$750 = \$6,000
 - ii. Staff Honorarium (\$500/exhibit) =\$4,000
 - iii. Miscellaneous =\$400
- c. Funds will be distributed as such:
 - i. The Town will remit payment to Mr. Porteous in the amount of \$1,250 at the start of each new exhibit.
- d. By July 3, 2018 Mr. Porteous will produce to the Town a summary of the expenditure to date for the operation of the Station Gallery. A total final summary of expenditures will be submitted by Mr. Porteous to the Town by December 31, 2018.

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.

Station Gallery

Cameron Porteous

Date

The Corporation of the Town of St. Marys

Al Strathdee, Mayor

Date

Brent Kittmer, CAO/Clerk

Date