



City of Richmond

Report to Committee

To: General Purposes Committee
From: Jane Fernyhough
 Director, Arts, Culture & Heritage

Date: September 6, 2011

File:

Re: Steveston Historical Society - Updated Agreement

Staff Recommendation

1. That the City enter into an agreement with the Steveston Historical Society regarding the Steveston Museum building located at 3811 Moncton Street and the Japanese Fisherman's Benevolent Society building located at 3811 Moncton Street on terms substantially in accordance with the report entitled "Steveston Historical Society – Updated Agreement" from the Director, Arts, Culture and Heritage Services dated September 6, 2011; and,
2. That the General Manager, Community Services and the Chief Administrative Officer be authorized to execute the agreement with the Steveston Historical Society based on behalf of the City.

Jane Fernyhough
 Director, Arts, Culture & Heritage
 (604-276-4288)

Att. 1

FOR ORIGINATING DEPARTMENT USE ONLY			
ROUTED TO:	CONCURRENCE		CONCURRENCE OF GENERAL MANAGER
Law	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	<i>bleachy</i>
Real Estate Services	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
Financial Services	Y <input checked="" type="checkbox"/>	N <input type="checkbox"/>	
REVIEWED BY TAG	YES <i>cvc</i> <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	REVIEWED BY CAO <i>ca</i> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Staff Report

Origin

The agreement between the City and the Steveston Historical Society, dated September 3rd, 1979 requires updating to reflect changing conditions and the current situation of both the Society, the facility and the community.

This report responds to the Council term goal to advance the City's destination status by effectively involving partners in creating Richmond as a destination.

Analysis

The Steveston Historical Society, in partnership with the City of Richmond, currently operates the Steveston Museum. Since 1979 the Society has operated, on contract with Canada Post, a postal outlet within the Steveston Museum. The presence of the post office has ensured that the museum portion of the Steveston Museum is open to the public six days per week, year round.

The opening of a second postal outlet in Steveston in mid to late 2000's combined with the decline in personal mail due to things such as email and Facebook has decreased business and therefore revenues in the post office to the point where the post office operation and consequently the Steveston Historical Society are losing money.

In order to maintain the operation of a post office out of the Steveston Museum building the Society has looked at different business models and determined that by taking on another partner and expanding the operation within the Museum all organizations would benefit.

The 1979 agreement, while not reflecting current conditions also precludes the addition of a third party through section 3.4: *The Society shall not assign nor allow occupancy to anyone other than is necessary to allow the establishment of a post office.*

In addition, the Japanese Fishermen's Benevolent Society Building (Japanese Building) has been relocated to the same property and the City is currently restoring and interpreting the building. It is proposed that the operation of this building and the terms as outlined in Schedule A (Attachment 1) be included in the updated agreement.

This report deals with updating the agreement to reflect the inclusion of the Japanese Building and enabling the Steveston Historical Society to operate the Steveson Museum with a sublicense other than Canada Post.

Proposed Third Party:

The Society has been in discussion with Tourism Richmond for several months on the opportunity to open a visitor's centre in the Steveston Museum, occupying the space on the main floor that is currently the "General Store" exhibit. The visitor's centre would provide visitors with up-to-date information, maps, tours and hotel reservations in Richmond, and would increase traffic to this tourist attraction. Richmond, as the destination marketing organization for the City of Richmond, has the responsibility to market and promote Richmond and the many experiences that will entice visitors to the City, encourage them to stay longer and to increase

their spending while in Richmond. While they currently operate a kiosk during the summer months in Steveston they would like to have a year round presence.

In addition, the current visitor's centre at the Massey Tunnel is at the end of its life cycle and while planning and discussions are underway for a new large visitor's centre in the vicinity given the draw to visitors of Steveston, a Tourism Richmond presence is important.

The terms of the agreement between the City and the Society have been outlined to address the requirements of each party. In an effort to meet the needs of staff and the Society's sublicensees, some modifications to the building have been determined, such as upgrading the wiring, and will be coordinated by the City. Any capital improvement requests from the Society will be required to go through the City's annual capital process.

Also at the Parks, Recreation and Cultural Services Committee meeting on July 21, 2011 staff presented the Steveston Tram Building Project Report and were referred back to negotiate a modification to the existing agreement between the City and the Steveston Community Society based on the terms and conditions in the report, and make staffing recommendations and report back to the Committee. It has yet to be determined what role the Steveston Museum Coordinator will play in the programming of the Tram. Staff are currently reviewing staffing and will report back later this fall.

Financial Impact

There is a modest impact to the City to update the terms of the agreement between the City and the Steveston Historical Society and offset program costs.

It is not anticipated that the Steveston Museum's and Japanese Building's proposed 2012 operating budget (\$48,500) will increase, with the exception of inflationary costs, based on the terms of the agreement. The City will cover basic janitorial costs with the Society covering any additional janitorial costs due to rentals, as outlined in Schedule A.

Within the updated agreement it will also be noted, as specified in Schedule A, that all capital improvements will go through the Annual Capital Process. In the interim, wiring in the Steveston Museum will be upgraded to ensure that the tenants can occupy the space.

Conclusion

The current agreement between the City and the Steveston Historical Society requires updating to reflect current conditions and realities including the addition of the Japanese Fishermen's Benevolent Society Building and the challenges of operating a post office in today's climate. The proposed terms for a new agreement will enable the Society to continue to provide programs and services in the Steveston area for residents and visitors.



Rebecca Forrest
Acting Supervisor, Museum and Heritage Sites
(604-247-8331)

Schedule A

Material Terms of non-exclusive license/operating agreement between the City and the Steveston Historical Society

1. **Premises:** the buildings known as the Steveston Museum located at 3811 Moncton Street and the Japanese Fishermen's Benevolent Society Building located at 3811 Moncton Street.
2. **License Fee:** \$1.00 for the Term.
3. **Utilities:** the City will be responsible for the cost of heat, light, water, taxes, garbage collection and sewer relating to the operating of the Premises. The City will be responsible for the cost of one land line and one internet connection for use by the Museum Coordinator with the Tenant responsible for all other costs.
4. **Permitted Use:** solely for the purposes of a public museum any other uses only with the City's prior written consent.
5. **Sublicensing or otherwise parting with possession:** only with the City's prior written consent and in the City's sole discretion.
6. **Filming:** the City reserves the right to permit the use of the Premises for the purpose of film production activities on the following basis:
 - a. The City shall provide as much notice to the Society as reasonably possible.
 - b. The City shall pay the Society 1/3 of the location rental fee that the City receives in connection with the film production activities for the use of the Premises.
 - c. The Society shall direct all inquiries relating to proposed film production activities to the City of Richmond Film Office.
 - d. The City will manage all film production activities in the Premises.
 - e. If after the completion of the film production activities, the Society believes it has sustained an unforeseen loss of revenue due to the film production activities, the Society shall notify the City in writing making a claim for such loss and provide the City with empirical data such as cash flow averages and visitation statistics evidencing such loss. Upon satisfactory review of the claim and supporting material, the City shall compensate the Society for any such loss.
7. **Term:** five (5) years.
8. **Early Termination:** either party may terminate this agreement upon the provision of 30 days prior written notice to the other party. The City may terminate this agreement forthwith upon an event of default by the Society.
9. **Program Revenue sharing:** the City will receive 100% of the net revenue for programs developed and funded by the City. If the Society and the City jointly fund a program the net revenue will be split based on the percentage of each party's original contribution.

The Society will provide the City with 20% of any net revenue that is a result of joint programming with the Society and any sublicensee. The City shall use such revenue to maintain and preserve the Premises and operate programs.

10. **Capital improvements:** to the extent approved by City Council, the City shall contribute capital funding for the restoration of the Premises as historical buildings and for any exhibits and interpretation. Any capital improvement requests from the Society must be requested through the City's annual capital process.
11. **Fire insurance Premises:** the City will provide fire insurance coverage with respect to the Premises but not the contents.
12. **Public liability insurance:** the City will provide public liability insurance (in such amount as the City determines in its sole discretion) for the activities of the Society and its personnel while performing activities under the supervision, direction or control of the City. Such insurance shall not include liability insurance for any sublicensee or other third party the Society permits to use and occupy all or part of the Premises.

The Society shall ensure that such sublicense or other third party obtains its own liability insurance and names the Society, the City and City personnel as additional insureds. The Society shall also ensure that it obtains public liability insurance in the amount of \$5,000,000 per occurrence naming the City and City personnel as additional insured in connection with the Society and Society personnel performing activities not under the supervision, direction or control of the City.

13. **Property insurance:** the Society will obtain and maintain throughout the Term all risks insurance adequate to cover the contents of the Premises.
14. **Janitorial:** the City will provide basic janitorial services. The Society will cover additional janitorial service required for increased activity such as rentals and must return the Premises to the condition in which they were delivered. Any janitorial services that the Society contracts must have the prior written approval by the City.
15. **Maintenance:** the City will maintain the Premises as required. The Society shall be responsible for any damage to the Premises resulting from the Society, Society staff and the Society's sublicensees and must promptly report any such damage to the City.
16. **Exhibits:** the development and installation of exhibits shall be under the direction of the City of Richmond, Arts, Culture and Heritage Services Division in collaboration with the Society.
17. **Programs:** the Society will work with the City to provide public and educational programs and events that will create activity and to tell the story of the development and social life of the village of Steveston. The Society shall ensure that any public or educational programs will meet professional museum standards. The City has the right to move the activity location and/or cancel bookings to benefit and accommodate the community-at-large with prior written notice (7 days).
18. **Retail:** the Society shall ensure that any products sold on the Premises relate to permitted use of the Premises including the heritage and history of Richmond.

19. **Alterations:** the Society must comply with the heritage nature of the building and agrees that, given the historical designation of the buildings, no repairs, maintenance, alterations or additions to the fabric of the building, interior or exterior, shall be done without the prior written consent of City Heritage staff.
20. **Financial:** the Society will provide the City with its annual financial statement, list of board of directors and minutes of the annual general meeting within 30 days of its annual meeting and shall also provide (within 20 days of such a request) the City with financial statements of the Society upon request including a statement of revenue and expenses and will, if requested, have such statement audited by an independent auditor;
21. **Artefacts:** the Society will care for and preserve the artefacts and exhibits on site at the Steveston Museum in accordance with professional museum standards. The Society will refer all proposed artefact donations which are made after the commencement of the agreement to the Richmond Museum. If the Society elects to dissolve or is subject to dissolution proceedings, it shall take all reasonable step to ensure that the Society's entire artefact collection is transferred to the City without charge. The Society shall also make any adjustments required to its constitution and bylaws to ensure that this transfer would be achieved upon dissolution.
22. **Independent Group:** the Society is an independent group and not the servant, employee or agent of the City.
23. **Compliance with City bylaws:** the Society shall comply with City bylaws and ensure that its staff, volunteers and sublicensees also do so to the extent reasonably possible.
24. **Compliance with Security Policy, Respectful Workplace Policy and other City Policies:** the Society shall comply with City policies and ensure that its staff, volunteers and sublicensees also do so to the extent reasonably possible.
25. **Indemnity and Release:** the Society shall indemnify and release the City and City personnel in connection with the use of the Premises by the Society and its personnel and sublicensees.
26. **Corporate Identification:** the Society shall not use the City's name, logo, symbols (e.g. copyright), or initials without the written consent of the City. If City consent is given, the Society shall comply with all City requirements for the use of the City's name, logo, symbols or initials.
27. **Amendments:** this Agreement may be amended upon mutual agreement of the Parties in writing.