

MOOSE JAW CULTURAL CENTRE - 2020 BUDGET PROPOSAL

REVENUE		Approved 2019	Totals	Proposed 2020	Totals
GRANTS					
	City Operating Agreement	171,154		174,577	
	Other Grants	25,000		20,000	
	Sub-Total	196,154	196,154	194,577	194,577
SALES/SERVICES					
	Ticket Sales	50,000		125,000	
	SOCAN & Re:Sound Fees	3,500		6,000	
	Facility Fees	18,000		26,000	
	Refreshment Serv./Sales	13,000		27,000	
	Theatre Workshops				
	Studio Workshops			2,500	
	Tech. Services	35,000		35,000	
	Commission-Perf. & Gallery	3,500		3,500	
	Sub-Total	123,000	123,000	225,000	225,000
RENTS/LEASES					
	Theatre Space	40,000		40,000	
	Theatre Equipment	2,500		2,000	
	Rehearsal Room	2,500			
	Art Studio-Artist in Residence room	2,400		2,400	
	Upper Office	5,400		5,400	
	Pottery Studio	2,400		2,400	
	Upper Lobby	800		500	
	Board Room	200		200	
	Main Lobby	500		200	
	Upper Rooms	2,500		2,500	
	Sub-Total	59,200	59,200	55,600	55,600
OTHER SELF-GENERATED					
	Fundraising	2,000		1,000	
	Donations	5,000		2,000	
	Sponsorship	20,000		20,000	
	Interest	7,200		7,000	
MISCELLANEOUS					
	Sub-Total	34,200	34,200	30,000	30,000
	Total Revenues	412,554	412,554	505,177	505,177

EXPENSES**ADMINISTRATION****STAFF**

Wages and Salaries	155,000		170,000	
Staff Travel/Parking				
CPP & E.I Employer Contrib.	8,000		11,500	
WCB	700		1,000	
Benefits (Chamber of Comm.)	2,500		2,500	185,000
Exterior Signage			5,000	
Office Equipment	1,000		2,000	
Office Supplies	3,500		4,000	
Facility Supplies	1,500		1,500	
Equipment repair & replacement	1,000		1,000	8,500
Sub-Total	173,200	173,200	198,500	198,500

SERVICES

Postal/Courier	500		500	
Telephone/Internet	5,500		5,500	
Liquor License	200		525	
Film Licences	2,800		2,800	
Dues, Memberships	600		400	
Subscriptions	260		100	
Conference Fees	2,500		2,500	
Courses/Information Services	2,000		1,000	
Sub-Total	14,360	14,360	13,325	13,325

BANKING/LEGAL

Corporation Fees	50		50	
Bank Charges - Credit/Debit	9,000		15,000	
Audit	3,000		4,000	
Legal	2,500		2,500	
Insurance	10,000		11,000	
Sub-Total	24,550	24,550	32,550	32,550

FUNDRAISING

Cost of Fundraising	500		500	
Supplies			1,000	
Equipment Rentals			500	
Event Production			500	
Prizes, Awards			500	
Sale Items			-	
Sub-Total	500	500	3,000	3,000

Equipment Reserve	45,000		50,000	
Sub-Total	45,000	45,000	50,000	50,000

PROGRAM DELIVERY				
Fees to Performers	50,000		80,000	
Supplies and Materials	1,000		1,000	
Upgrades to Basement Rooms	8,000		6,000	
Gallery Presentation Costs	3,000		3,000	
Contracted Operators	15,000		7,000	
Workshop Presentation Costs	1,000		1,000	
SOCAN Fees	4,000		9,000	
Equipment purchase, rental, delivery	3,500		3,000	
Catering/Hospitality	1,000		4,500	
Accommodations	2,500		4,000	
Bar Supplies	5,000		15,000	
Security	500		1,000	
Airfares/Travel	1,000		1,000	
Technicians	30,000		35,000	
Sub-Total	125,500	125,500	170,500	170,500
MARKETING				
Media Advertising	12,000		15,000	
Sign Purchase/Rental		-	1,500	-
Printing	200		600	
Display Materials/Fees	300		500	
Graphics	5,000		7,500	
Photography	1,000		4,000	-
Promotion Events		-		-
Prizes/Awards				
Sub-Total	18,500	18,500	29,100	29,100
VOLUNTEER SERVICES				
Board Meeting Expenses	500		500	
Volunteer Recognition	2,000		2,000	
Volunteer Recruitment				
Sub-Total	2,500	2,500	2,500	2,500
Total Expenditures		404,110		499,475
NET INCOME (LOSS)		8,444		5,702
Special Purchase - Theatre Speakers				
			100,000	100,000
			-	94,298

2020 Proposed Budget Approved By


 Carol Acton
 Moose Jaw Cultural Centre Board Chair


 Laura Connors
 Moose Jaw Cultural Centre Board Secretary



CULTURAL CENTRE FUNDING AMENDING AGREEMENT

Agreement dated FEB 6* 20 14 2014

Between:

CITY OF MOOSE JAW, a municipal corporation continued under *The Cities Act (the City)*

- and -

MOOSE JAW CULTURAL CENTRE INC. a non-profit corporation incorporated pursuant to *The Non-Profit Corporations Act, 1995* (the "Corporation")

The Parties agree as follows:

1 The agreement between the City and the Corporation, dated January 29, 2003 (the "Agreement"), respecting the operation of the Moose Jaw Cultural Centre, is amended as set out in this Amending Agreement.

2 The Agreement is amended by striking out "the building occupied by" wherever it appears.

3 Section 2 is deleted and the following substituted:

"2. CORPORATION'S RESPONSIBILITIES

2.1 Subject to the terms of this Agreement, the Corporation shall occupy, be responsible for and assume management, control and operation of the cultural facility property owned by the City, which property is civically located at 217 Main Street North, Moose Jaw and legally described as:

- (a) Surface Parcel #104357437, Lot 53 Plan 99MJ15800, as described on Certificate of Title 99MJ15800Z;
 - (b) Surface Parcel #104357426, Lot 54 Plan 99MJ15800, as described on Certificate of Title 99MJ15800AA; and
 - (c) Surface Parcel #104357417 Lot 55 Plan 99MJ15800, as described on Certificate of Title 00MJ06506;
- (the "Moose Jaw Cultural Center")."

4 Section 3 is deleted and the following is substituted:

"3. FUNDING BY CITY

3.1 The City shall provide funding to the Corporation in the form of a program grant commencing in the year 2007 in the amount of \$89,330.00 and continuing after that time for the term of the Agreement in that amount or such greater amount as may be approved by the City in any grant year.

- 3.2 The grant in section 3.1 shall be paid to the Corporation in payments of 50% of the grant on the first business day in January and 50% of the grant on the first business day of July of the grant year.
- 3.3 Any money owed by the Corporation to the City respecting excess income under the funding arrangement between the parties prior to January 1, 2007, is forgiven.
- 3.4 The Corporation shall not operate with a deficit budget.
- 3.5 On or before November 1 of each year of the Agreement, or such other date as requested by the City, the Corporation shall provide the City with a copy of the Corporation's previous year's audited financial statement and a budget detailing all planned revenues and expenses for the upcoming fiscal year."

5 Section 4 is deleted.

6 Section 7 is deleted and the following substituted:

"7. OFFICE AND PROGRAM EQUIPMENT

- 7.1 The Corporation shall maintain with the City an equipment reserve account to be known as the Equipment Reserve Fund, in an amount sufficient for the replacement of office and program equipment at the Cultural Centre.
- 7.2 The Corporation shall include in its annual operating budget the Corporation's contribution to the Equipment Reserve Fund referred to in section 7.1, which amount will be based on the replacement value of the equipment and its total and remaining life such that sufficient funds will be available at the end of the asset's life to fund its replacement.
- 7.3 The contribution in section 7.2 shall be paid to the City on an annual basis.
- 7.4 Office, program and maintenance equipment shall be purchased and disposed of, in accordance with the provisions of the City's Purchasing Policy attached to the City's Bylaw No. 5175, City Administration Bylaw.
- 7.5 Notwithstanding section 7.4, the Corporation shall not dispose of any equipment without the prior written consent of the City."

7 Section 8 is deleted.

8 Section 11 is deleted and the following substituted:

"11. BUILDING AND CONTENTS INSURANCE

- 11.1 During the term of this Agreement, the City shall, at its sole cost and expense, take out and keep in full force and effect property insurance covering damage to or destruction of the building and contents of the Moose Jaw Cultural Centre.

- 11.2 The City shall ensure that the insurance in section 11.1:
- (a) contains a waiver by the insurer of any rights of subrogation or indemnity or any other claim over to which the insurer might otherwise be entitled against the Corporation and persons for whom in law the Corporation is responsible;
 - (b) lists the Corporation as an additional insured; and
 - (c) provides that the Corporation will be notified in writing of cancellation or changes to the policy at least 30 days prior to such cancellation or change.
- 11.3 Upon request, the City will provide the Corporation a certified copy of the insurance policy required by this section.
- 11.4 The Corporation shall provide the City a list of the buildings contents by June 30 of each year.
- 11.5 Notwithstanding section 11.1, the City is not responsible for insuring building contents not on the list of building contents required by section 11.4.”

9 Section 12 is deleted and the following substituted:

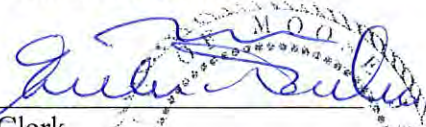
“12. INSURANCE

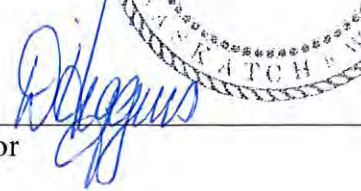
- 12.1 During the term of this Agreement, the Corporation shall, at its sole cost and expense, take out and keep in full force and effect:
- (a) commercial general liability insurance for bodily injury, including death, and property damage or loss, in an amount of not less than \$5,000,000 per any one occurrence, or any greater amount as required by the City from time to time; and
 - (b) automobile (owned and non owned) third party liability insurance policy for bodily injury (including death) and property damage having a limit of not less than \$5,000,000 per occurrence, or any greater amount as required by the City from time to time, which insurance shall include passenger liability extension.
- 12.2 The insurance policies required by this section shall:
- (a) be in a form, amount and deductible approved by the City;
 - (b) contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim over to which the insurer might otherwise be entitled against the City and persons for whom in law the City is responsible;
 - (c) list the City as an additional insured; and
 - (d) include provisions that the City will be notified in writing of cancellation or changes to the policy at least 30 days prior to such cancellation or change.


- 12.3 Annually or upon request, the Corporation shall provide the City a certified copy of the insurance policies required by this section.
- 12.4 If the Corporation fails to secure or to maintain policies of insurance required by this section, or fails to prove the existence of such policies, the City may purchase on behalf of and at the expense of the Corporation, the required insurance coverage.
- 12.5 At its own expense, the Corporation may obtain insurance coverage in addition to that required by this section.”
- 10 Section 15 is deleted and the following substituted:
- “15. INDEMNIFICATION**
- 15.1 The Corporation agrees that it shall at all times indemnify and save the City harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims and demands, suits, damages, losses or injuries, expenses or otherwise which may be brought against the City for personal injuries, death or property damage suffered by any person, firm or corporation arising from or in any way connected with the Corporation’s occupancy, management, control and operation of the Moose Jaw Cultural Centre and all activities carried on therein including those of persons for whom the Corporation is in law responsible unless such losses, damages and expenses are incurred or sustained as a result of the negligence or willful default of the City or those for whom the City is in law responsible.”
- 11 In all other respects, the terms and conditions of the Agreement continue to apply.

The parties have duly executed this Agreement as of the date written above.


CITY OF MOOSE JAW


 City Clerk

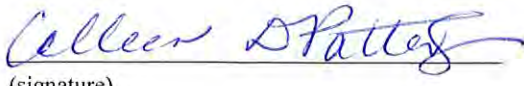

 Mayor


 (seal)

MOOSE JAW CULTURAL CENTRE INC.


 (signature)

EXEC/ARTISTIC DIRECTOR
 (position, please print)


 (signature)

VICE CHAIR
 (position, please print)

THIS AGREEMENT MADE THIS 29 DAY OF January, 2003.

BETWEEN:

**THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW**

("the City")
OF THE FIRST PART

AND:

MOOSE JAW CULTURAL CENTRE INC.

("the Corporation")
OF THE SECOND PART

CULTURAL CENTRE FUNDING AGREEMENT

WHEREAS section 4(3) of *The Cities Act*, S.S. 2002, c. C-11.1 (hereinafter referred to as the Act) provides that "[f]or the purposes of carrying out its powers duties and functions, a city has the capacity and . . . the rights powers and privileges of a natural person";

AND WHEREAS "the rights, powers and privileges of a natural person" entail the authority to enter into agreements, own shares in incorporated bodies, make grants to or provide goods or services in aid of any persons or organizations and engage in commercial undertakings;

AND WHEREAS the Corporation was formed for the purpose of operating a cultural facility (hereinafter referred to as the "Moose Jaw Cultural Centre") and providing for the carrying out of all related activities;

AND WHEREAS the City wishes to provide assistance to the Corporation in accordance with the terms of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the City and the Corporation entering into this agreement and in consideration of the mutual covenants, promises, undertakings and agreements herein contained, the parties hereto agree as follows:

COPY

1. TERM

- 1.1 The term of this agreement shall commence on February 1, 2003 and shall continue until December 31, 2008 and thereafter shall continue in force and effect from year to year unless terminated by notice in writing given by either party to the other not less than one year prior to the expiration of the original term of this agreement or any renewal thereof.

2. CORPORATION'S RESPONSIBILITIES

- 2.1 Subject to the terms of this agreement, the Corporation agrees and the City authorizes the Corporation to be responsible for and assume management, control and operation of the Moose Jaw Cultural Centre and the building occupied by the Moose Jaw Cultural Centre and all activities carried on therein and the Corporation agrees to perform all functions necessary to operate the Cultural Centre.

3. FUNDING BY CITY

- 3.1 The City agrees to provide funding to the Corporation as follows:

- (a) In the year 2003, a start-up grant of \$54,000.00 will be payable within 30 days of execution of this agreement and a program grant of \$22,332.00 (\$7,444.00 per month) will be paid in full October 1, 2003;
- (b) In the year 2004 and in each year thereafter during the term of this agreement, a program grant of \$89,330.00; provided however, that program grant will be adjusted as follows:
 - (i) If, in any fiscal year, the Corporation has gross income in excess of \$118,125.00, excluding any funding from the City, the next payment of the annual program grant shall be reduced by ninety (90) per cent of the amount by which the excess income exceeds any expense necessarily incurred or pending as a direct result of having obtained the excess income, which reduction shall not exceed \$43,937.00; and,
 - (ii) If, in any fiscal year, the Corporation has gross income in excess of \$166,944.00, excluding any funding from the City, the next payment of the annual program grant shall be reduced by fifty (50) per cent of the amount by which the excess income exceeds any expense necessarily

incurred or pending as a direct result of having obtained the excess income, which reduction shall not exceed \$45,393.00.

3.2 The program grant referred to in article 3.1(b) hereof shall be payable to the Corporation as follows:

- (a) Fifty (50) per cent of the program grant on or before January 3, 2004 and in each year thereafter during the term of this agreement; and
- (b) Fifty (50) per cent of the program grant on or before July 4, 2004 and in each year thereafter during the term of this agreement.

3.3 If, in any fiscal year, the Corporation has gross income in excess of \$257,730.00, excluding any funding from the City, the Corporation shall pay rent to the City in respect of the building occupied by the Moose Jaw Cultural Centre on the next July 1st during the term of this agreement in an amount equal to twenty-five (25) per cent of the amount by which the excess income exceeds any expense necessarily incurred or pending as a direct result of having obtained the excess income.

3.4 The Corporation shall submit to the City on or before November 1 of each year during the term of this agreement, a copy of the previous fiscal year's audited financial statement and a budget detailing all planned revenues and expenses for the upcoming fiscal year. The Corporation shall not run a deficit budget.

4. EMPLOYEES OF CORPORATION

4.1 The Corporation may hire in its own name and at its own expense, and supervise and dismiss as may be necessary from time to time, all persons required for the proper operation and management of the Moose Jaw Cultural Centre, it being agreed the Corporation may perform any of its duties pursuant to this agreement through the employment of such persons.

4.2 The Corporation shall maintain proper payroll records with respect to all persons engaged to work for the Corporation and shall make all payroll reports and returns required by law and remit to the proper authorities all deductions and payments for

income tax, employment insurance, hospitalization, medical and other group coverage, union dues, Canada Pension Plan, Workers' Compensation and any other deductions or payment which may from time to time be applicable to any such persons or their employer or both.

5. UTILITIES

- 5.1 The City shall arrange and pay for the supply, as may be required, of electricity, gas, steam and water to the building occupied by the Moose Jaw Cultural Centre from a public utility or other supplier.
- 5.2 If the public utility or supplier providing the service ceases to do so, the City shall use all reasonable efforts to arrange an alternative supply, and may at its option supply any of the services itself to be paid for by the City, but the City shall be under no obligation to supply the alternative service and shall not be liable if it fails to do so.
- 5.3 The Corporation shall arrange and pay for the supply of telephone and other related services to the building occupied by the Moose Jaw Cultural Centre; provided the City shall arrange and pay for the costs of telephone charges for the building maintenance office and the building's automated security system. The Corporation shall contract directly with the supplier of such telephone or other related services.

6. MAINTENANCE AND REPAIRS

- 6.1 The City shall be responsible, at its cost, for the effective and economical maintenance, including cleaning and caretaking services, and repair of the building occupied by the Moose Jaw Cultural Centre and its equipment (including, without limitation, fixed furnishings, any heating, ventilating, air conditioning, plumbing, electrical and elevator equipment) as may be required and approved by the Director of the City's Parks and Recreation Department, or his or her designate, provided the provision of such services is subject to funding available to the City's Parks and Recreation Department as approved by Council for the City.



7. OFFICE AND PROGRAM EQUIPMENT

- 7.1 The Corporation shall maintain an equipment reserve account, to be known as the Equipment Reserve Fund, with the City in an amount sufficient for the replacement of office and program equipment at the Cultural Centre. Office and program equipment purchased by the Corporation may not be disposed of without the written consent of the City. The annual equipment reserve contribution from the Corporation's operating budget shall be calculated based on no more than ten year straight-line depreciation of all equipment and of all new office and program equipment purchased by the Corporation.

8. DISPOSAL OF ASSETS

- 8.1 The Corporation shall not dispose of any property without first obtaining the written approval of the City.

9. FINANCIAL DISCLOSURE

- 9.1 The Corporation shall provide the City each year with a copy of its most recent financial statements indicating both expenditures and revenues in detail sufficient to reveal the financial state of the Corporation.

10. BORROWING POWERS

- 10.1 The Corporation shall provide in its articles of incorporation or by bylaw or by unanimous membership agreement that its borrowing power shall be limited to borrowing money for current operating expenses.

11. BUILDING AND CONTENTS INSURANCE

- 11.1 The City shall, throughout the term of this agreement, provide, and keep in force property insurance covering damage or destruction of property in and upon the building occupied by the Moose Jaw Cultural Centre including insurance on Cultural Centre buildings and contents with an all risk deductible of Ten Thousand (\$10,000.00) Dollars.
- 11.2 The Corporation agrees to provide the City with a list of all contents by June 30 of each year.



- 11.3 Upon request by the Corporation, the City shall promptly furnish to the Corporation copies of insurance policies or other evidence satisfactory to the Corporation of such insurance and any renewals of it. If the City fails to insure as required in this paragraph or fails promptly, when requested, to furnish to the Corporation satisfactory evidence of the insurance, the Corporation may effect the insurance for a period not exceeding one year, and the premium paid by the Corporation shall be recoverable from the City as an addition to the amount owing to the Corporation under article 3.1 hereof.

12. LIABILITY INSURANCE

- 12.1 The Corporation shall, throughout the term of this agreement, provide and keep in force for the benefit of the Corporation and the City general liability insurance in an amount not less than Two Million (\$2,000,000.00) Dollars per occurrence in respect of damage to property and injury to or death of any persons. The Corporation shall promptly furnish to the City copies of insurance policies or other evidence satisfactory to the City of such insurance and any renewals of it. If the Corporation fails to insure as required in this paragraph or fails promptly to furnish to the City satisfactory evidence of insurance, the City may, at its sole discretion, effect the insurance for the benefit of the Corporation and the City for a period not exceeding one year, and the premium shall be recoverable from the Corporation and may be deducted from the amount owing to the Corporation under article 3.1 hereof.

- 12.2 The Corporation may obtain, at its expense, such additional insurance coverage as it deems advisable.

13. DISSOLUTION OR LIQUIDATION

- 13.1 It is a condition precedent to this agreement that the Corporation shall provide in its articles of incorporation that all remaining property of the Corporation in the course of liquidation and dissolution of the Corporation is to be transferred to the City. Otherwise, this agreement shall be null and void from the outset.
- 13.2 Upon termination of this agreement, all property owned or used by the Corporation shall be transferred to the City.



14. MEMBERSHIP AND DIRECTORS

14.1 It is a condition precedent to this agreement that the Corporation issue to the City a membership interest to which is attached more than fifty per cent of the votes that may be cast to elect directors of the Corporation and the votes attached to the City's membership interest shall be sufficient, if exercised, to elect a majority of the directors of the Corporation. Otherwise, this agreement shall be null and void from the outset.

14.2 Subject to article 14.3 hereof, all directors shall be elected from within the membership of the Corporation.

14.3 One of the directors may, at the discretion of City Council, be a member of City Council.

14.4 The City's representative to cast votes for election of directors of the Corporation shall not be the City Council member who is currently a director or who is a candidate for director of the Corporation.

15. INDEMNIFICATION

15.1 The Corporation agrees that it shall at all times indemnify and hold the City safe and harmless from and against any and all actions, manner of actions, causes of actions, liabilities, claims and demands, suits, damages, losses or injuries, expenses or otherwise which may be brought against the City for personal injuries, death or property damage suffered by any person, firm or corporation arising from or in any way connected with the Corporation's management, control and operation of the Moose Jaw Cultural Centre and the building occupied by the Moose Jaw Cultural Centre and all activities carried on therein including those of persons for whom the Corporation is in law responsible unless such losses, damages and expenses are incurred or sustained as a result of the negligence or willful default of the City or those for whom the City is in law responsible.

16. NOTICE

16.1 Any notice in writing required or permitted to be given to the City or the Corporation under this agreement shall be sufficiently given in writing and shall be either delivered to

the City or the Corporation or mailed by registered mail, postage prepaid, addressed to the City at:

Director, Parks & Recreation
228 Main Street North
Moose Jaw, Saskatchewan
S6H 3J8;

and to the Corporation at:

Moose Jaw Cultural Centre Inc.
P.O. Box 1782
Moose Jaw, Saskatchewan
S6H 7K8.

- 16.2 Any notice, request, demand or other communication given by mail as mentioned, if posted anywhere in Canada, shall be deemed to have been received on the second business day following the posting of it. Any party may change its address by notice served as mentioned.

17. ASSIGNMENT

- 17.1 The Corporation shall not assign its rights under this agreement without the City's prior written consent, which consent may be unreasonably withheld.

18. ENUREMENT

- 18.1 This agreement shall enure to the benefit of and shall bind the parties and their respective heirs, executors, administrators, successors and permitted assigns.

19. ENTIRE AGREEMENT

- 19.1 This agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written, with respect to any matters referred to in this agreement.



20. HEADINGS

20.1 Descriptive headings are inserted solely for convenience of reference. They do not form a part of this agreement and are not to be used in interpreting this agreement.

21. JURISDICTION

21.1 This agreement shall for all purposes be construed and interpreted according to the laws of the Province of Saskatchewan and any cause of action arising under or by virtue of this agreement shall be deemed to have arisen at the City of Moose Jaw in the Province of Saskatchewan and any such cause of action shall be tried in the Judicial Centre in which the City of Moose Jaw is situated.

22. SEVERABILITY

22.1 If any covenant or provision of this agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions shall continue in full force and effect.

IN WITNESS WHEREOF the Corporation has executed this agreement as attested to by the signatures(s) of its proper signing officer(s) this 24 day of January, 2003.

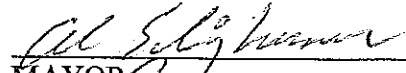
**MOOSE JAW CULTURAL CENTRE
INC.**

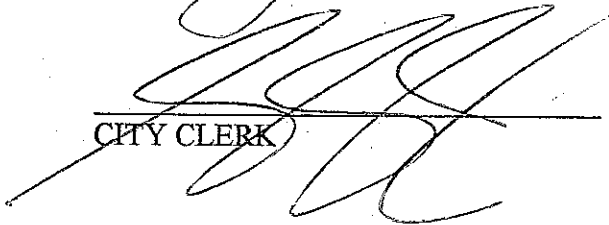
Per: _____

Per: _____

IN WITNESS WHEREOF the City has executed this agreement as attested to by the signatures of its proper signing officers on the day and year first written above.

THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW


MAYOR


CITY CLERK