

**2024 OPERATING AGREEMENT**

THIS AGREEMENT as of the 29<sup>th</sup> day of April, 2024.

BETWEEN:

**THE CORPORATION OF THE CITY OF OWEN SOUND  
(hereinafter referred to as the "City")**

-and-

**The River District Board of Management  
(hereinafter called the "River District Board")**

WHEREAS the Ontario Municipal Act (Section 204) establishes the mandate for all BIAs (DIAs) within the province as follows:

*A local municipality may designate an area as an improvement area and may establish a board of management, (a) to oversee the improvement, beautification, and maintenance of municipally-owned land, buildings and structures in the area beyond that provided at the expense of the municipality generally; and (b) to promote the area as a business or shopping area.*

AND WHEREAS it is the goal of both the River District Board of Management (River District Board) and the Corporation of the City of Owen Sound (the City) to maintain the River District in a manner that showcases the territory as a safe, clean, and vibrant residential, business, and tourism area;

AND WHEREAS the City is committed to increasing the potential of the River District and harbourfront in accordance with the City's Strategic Plan;

AND WHEREAS the City and River District Board agree to work together to support the improvement, beautification and maintenance and marketing and promotion of land, buildings, and structures within the River District area;

AND WHEREAS the City and River District Board have agreed to provide a system of complimentary business sponsored parking within the River District;

AND WHEREAS the City and River District Board have an existing operating agreement with a term ending February 28, 2024 (the "2019 Agreement");

AND WHEREAS the City and the River District Board have negotiated updated terms for the operating relationship between the parties as contemplated by subsection 1.4 of the existing agreement;

AND WHEREAS the updated terms which are incorporated into this revised agreement were approved by the River District Board on March 13, 2024 (Resolution No. RD-240313-006) and by City Council on April 15, 2024 (Resolution No. R-240415-003);

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants set out together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

## **1.0 TERM**

- 1.1 The term of this agreement shall be for a period of approximately five (5) years commencing February 29, 2024 and ending February 28, 2029.
- 1.2 Either the River District Board or the City can provide a notice of termination of the Agreement at any time during the term of this Agreement. Notice by the River District Board shall be endorsed by resolution of the River District Board and notice by the City shall be endorsed by resolution of City Council.
- 1.3 Prior to December 31, 2028, the River District Board and City will determine whether, by mutual agreement, they wish to enter into negotiations to extend the Agreement beyond February 28, 2029.
- 1.4 The City and the River District Board agree to review the contents of this Agreement on an annual basis for the purpose of ensuring that the Agreement continues to reflect the needs of both parties. Amendments to this Agreement may be made by mutual agreement of the parties in writing. This review should occur prior to December 31 each year.

## **2.0 ADMINISTRATION**

- 2.1 The Agreement will be administered jointly and cooperatively. The Director of Community Services will be the City's lead staff person responsible for the implementation of the Agreement. The River District Board Chair, working through the direction of the River District Board, will be the River District's lead responsible for the implementation of the Agreement.
- 2.2 The Director of Community Services will determine and assign on the basis of this Agreement, the staff and other resources required by the City to support and implement this Agreement. The River District Board and Chair will provide direction through the Director of Community Services as a Board, by resolution.

- 2.3 The River District Coordinator role will be dedicated to supporting the mandate of the River District as outlined in the Constitution, to implementing the River District Action Plan. Annually, the River District Coordinator will prepare a work plan which will be presented to the River District Board in the first quarter of each year.
- 2.4 City administrative staff will be assigned to provide administrative support for the River District Board. This support will include publishing agendas, streaming meetings, recording and publishing minutes and notices as well as financial and IT. The agenda will be established by the River District Board Chair in accordance with their policies and procedures.
- 2.5 The Director of Community Services or designate will be responsible for incoming service requests, complaints and items that require action and will be responsible for assigning these items for action to City staff as for current City requests.
- 2.6 The City will track calls that are received through the City main customer service line and report on these calls as part of the year-end financial report. City staff time (Parks and Public Works) spent on work within the River District area will be logged and reported but not invoiced in the year-end financial report.
- 2.7 River District Board members will be appointed in accordance with Section 204(3) of the *Ontario Municipal Act* and the River District Constitution.
- 2.8 The City will work with the River District Board to update and maintain a website and work with the River District Board as approved to retain services for content development.
- 2.9 Schedule "A" to this Agreement outlines the services provided in kind by the City to the River District Board.

### **3.0 BUDGET**

- 3.1 The River District Board, with the assistance of City staff, will establish a draft annual budget. The annual budget will include the levy and other revenue sources as well as all costs toward beautification, maintenance and marketing and promotion and complimentary parking within the River District area.
- 3.2 The River District Board will prepare the budget in accordance with Section 205 of the *Municipal Act* and River District Constitution. The Board shall prepare a proposed budget for each fiscal year and hold one or more meetings of the members for discussion. The River District Board will then submit the budget to Council who may approve it in whole or in part, but who may not add any expenditures to it.

- 3.3 City staff will be responsible to assist the River District Board to pay invoices, procure goods and services, collect fees and the levy as well as other matters relating to financial services and bookkeeping.
- 3.4 The City will provide quarterly updates to the Board with respect to the budget. On a monthly basis, the City's Director of Corporate Services or their designate will provide a detailed summary of revenue and expenditures to the River District Treasurer.

#### **4.0 BEAUTIFICATION – FLOWER, PLANTINGS AND TREES**

- 4.1 The City and River District Board will each contribute half (up to \$7,500 each) to plants for the public areas of the River District. This will include, but not be limited to, hanging baskets, sidewalk pots, flower boxes, and plant material for permanent planting pods and beds within the River District. The City will determine, together with the River District Board, the number of hanging baskets.
- 4.2 The City will provide flowers for the boxes at City Hall and other City facilities in the River District.
- 4.3 City staff will be responsible for the placement at the beginning of the season and the removal at the end of the season of the hanging baskets and planter boxes.
- 4.4 The City is responsible to provide trees and undertake planting and tree maintenance within the public areas of the River District.

#### **5.0 SEASONAL BANNERS & DECORATIONS**

- 5.1 The design and location of banners shall be done in accordance with the Downtown and Harbourfront Master Plan, and in particular, the streetscape plan prepared by Northwood and Associates, Landscape Architects. Prior to the manufacture of new banners, approval of the City through its Community Services Committee is required.
- 5.2 The City will put up and take down all vertical hanging banners on the streetscape light poles and decorative posts on a seasonal basis. The banners will be stored by the City.
- 5.3 The City will be responsible for the replacement of the banners within the River District, including 2<sup>nd</sup> Avenue East, 10<sup>th</sup> Street East and West, and 8<sup>th</sup> and 9<sup>th</sup> Streets East.
- 5.4 The City will put up and take down the cross-street banners for events (maximum two per year). With the assistance of City staff, the River District Board will apply for and obtain approval under the City's Sign By-law for cross-street banners.

- 5.5 The City will undertake and pay for the installation and removal of the cross street "Noma" style Christmas light displays on 2<sup>nd</sup> Avenue East.
- 5.6 If the River District Board provides any seasonal decorations such as corn stalks or greenery, the purchase will be the responsibility of the River District Board. Installation will be done, as determined, in cooperation between the River District Board and the City.
- 5.7 Decorations will be stored by the City.

## **6.0 WATERING**

- 6.1 The City will be responsible to water and fertilize the plants, hanging baskets, and flower boxes within the River District.
- 6.2 Watering will be done on a 7-days-per-week schedule or as otherwise determined by the City.
- 6.3 Watering will be done by City staff.
- 6.4 The City will provide the truck and equipment necessary to undertake this task. There will be no charge for the use of this vehicle to the River District Board.

## **7.0 STREET AND SIDEWALK MAINTENANCE & WASTE REMOVAL**

- 7.1 The City will use the street sweeper in the River District once a week from spring until fall each year. At the request of the River District Board, the City can provide additional sweeps of the River District at a per run cost, payable by the River District Board to the City. There will be no charge for the weekly sweeping.
- 7.2 The City will be responsible to undertake sidewalk litter removal and maintenance at a level to be determined by the City in consultation with the River District Board. The Board will contribute through the annual budget \$5,000 toward this sidewalk maintenance.
- 7.3 The City will be responsible for the maintenance of tree grates and the removal of other weeds along sidewalks and laneways in the River District as City staff resources permit.
- 7.4 The City will provide replacement garbage receptacles for the River District when necessary, upon one-year notice for budget purposes.
- 7.5 The City is responsible for clean-up and removal of dead animals, hazardous materials, and debris from automotive accidents.
- 7.6 The City will continue to provide weekly curbside garbage pickup in the River District.
- 7.7 The City will provide a maximum of once daily sidewalk snow removal using the City's sidewalk plow as staff resources and equipment allow.

- 7.8 By-law No. 2008-046 (City of Owen Sound Snow Removal By-law) shall continue to apply within the River District.
- 7.9 The City is responsible for notifying property owners if they are not in compliance with snow clearing/removal by-laws.
- 7.10 The City will be responsible for the removal of snowbanks within the River District at a level of service to be determined by the City.
- 7.11 The City and River District Board have agreed to partner on a sidewalk power washing initiative. The River District Board will contribute up to \$3,000 toward this initiative in accordance with their approved budget. The City will develop a plan for the area to be included considering in part the volume of pedestrian traffic and areas in most need.

## **8.0 EVENTS AND ACTIVATION**

- 8.1 The River District Coordinator and other City staff will work with the River District Board to establish, based on the River District budget, a program of annual River District events/attractions/activations. This event planning will be completed by the end of January each year.
- 8.2 The River District Coordinator will work to plan, market, and promote and deliver each event in accordance with the plan set and approved by the River District Board.
- 8.3 City staff will report on the progress and do a wrap-up of each event, including financial performance, to the River District Board.

## **9.0 MARKETING AND PROMOTION**

- 9.1 The River District Coordinator will work with the River District Board to establish, based on the River District budget, an annual plan for marketing and promotion reflecting the goals and objectives identified in the River District Action Plan.
- 9.2 The River District Coordinator will work to implement the plan and report to the River District Board twice annually on the progress.
- 9.3 The River District Coordinator will work with the River District Board collaboratively to implement the recommendations of the River District Action Plan subject to budget approval each year including a Wayfinding Signage Strategy.

## **10.0 PARKING AND ENFORCEMENT**

- 10.1 The City and River District Board will provide complimentary business sponsored parking in the River District.
- 10.2 The City and River District agree that enforcement toward ensuring turnover is important.
- 10.3 The City will be responsible for enforcement and to establish the level of enforcement. Changes to the level of enforcement will be reviewed with the River District Board prior to implementation.
- 10.4 The River District Board will contribute on an annual basis toward the complimentary business sponsored parking (\$120,000). This amount would be reflected in the annual approved River District budget. The City and the River District Board will share equally the revenue generated from the sale of parking passes each year. This revenue will be reported annually as part of the year-end budget report.
- 10.5 The City and River District Board will work together to establish a parking signage and communication strategy to implement the new complimentary business sponsored parking arrangement.

## **11.0 ENTIRE AGREEMENT**

- 11.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties, or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except those provided for in this Agreement.
- 11.2 For greater clarity, the City and River District Board acknowledge and agree that as of February 29, 2024, the first day of the term of this Agreement, this Agreement shall supersede and replace in its entirety the 2021 Agreement dated the 7<sup>th</sup> day of June 2021 between the City and the River District Board.
- 11.3 Any amendments to this Agreement must be in writing.

## **12.0 SUCCESSORS AND ASSIGNS**

- 12.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party, which approval shall not be unreasonably withheld.

12.2 For greater clarity, the River District Board and the City acknowledge that this Agreement shall continue to be legally binding in the event that the River District Board undertakes a legal name change.

*[Signatures follow on next page]*

The Corporation of the City of Owen Sound

Per:   
Mayor, Ian C. Boddy

Per:   
City Clerk, Briana Bloomfield

We have the authority to bind the Corporation.

Owen Sound River District Board of  
Management

Per:   
Chair, Dave Parsons

## **Schedule "A"**

### **In-Kind Contributions by the City of Owen Sound**

- Administrative support, including but not limited to, the preparation and publishing of agendas and minutes, and the livestreaming and recording of meetings using the City's eSCRIBE software.
- Financial services, including processing and payment of invoices, administration of the River District gift certificates, and receipt of payments.
- Human Resources support.
- IT support.
- City watering truck and equipment.
- Installation and removal of Noma Lights.
- Installation and removal of banners and flowerpots.
- Installation and removal of Hottest Street Sale banner.
- Additional garbage collection (weekly curbside).
- City events in the River District.