

APPENDIX A

Bill No.
2015

By-law No. A-

A By-law to authorize an Agreement between The Corporation of the City of London and Donald Jones Management Services Inc., for the operation and management of Centennial Hall, and to authorize the execution the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 23(1) of the *Municipal Act, 2001* authorizes the municipality to delegate its powers and duties to a person;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into an Agreement with Donald Jones Management Services Inc. for the operation and management of Centennial Hall (the "Agreement");

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement substantially in the form attached as Schedule "A" to this By-law, being an Agreement with Donald Jones Management Services Inc. for the operation and management of Centennial Hall is hereby AUTHORIZED AND APPROVED.
2. The Mayor and City Clerk are hereby authorized to execute the Agreement authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on July 28, 2015.

Matt Brown
Mayor

Catherine Saunders
City Clerk

First reading - July 28, 2015
Second reading – July 28, 2015
Third reading – July 28, 2015

APPENDIX B

This Agreement made this 28 day of July, 2015

THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the "Owner")

- AND -

DONALD JONES MANAGEMENT SERVICES INC.
(hereinafter called the "Manager")

WHEREAS by an agreement dated the 1st day of January, 2006 (the "2006 Agreement"), the Owner engaged the Manager to operate and manage Centennial Hall at 550 Wellington Street in the City of London which is a multi-purpose public hall owned by the Owner;

AND WHEREAS by an agreement dated the 1st day of January, 2010 (the "2010 Agreement"), the Parties extended the term of engagement of the Manager to operate and manage the Hall for the Owner;

AND WHEREAS by an agreement dated the 17th day of September, 2012 (the "2012 Agreement"), the Parties extended the term of engagement of the Manager to operate and manage the Hall for the Owner;

AND WHEREAS the parties wish to extend the term of engagement of the Manager for an additional five (5) year period;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Owner and the Manager agree as follows:

1. The term of engagement of the Manager shall be extended for an additional five (5) year period commencing on the 1st day of January, 2016 and ending on the 31st day of December, 2020, on the same terms and conditions as set out in the 2006 Agreement, as amended.
2. Schedule "B" – Centennial Hall Rates and Requirements of the 2006 Agreement is hereby deleted and replaced by the new Schedule "B" attached hereto.
3. Clause 6(a) of the 2006 Agreement is hereby amended by adding deleting the second paragraph thereof.
4. Paragraph 13 of the 2006 Agreement is hereby deleted and replaced by the following:
 13. The Manager shall furnish to the Owner, in writing, in accordance with the Owner's budget schedule, an estimated budget setting forth in a form prescribed or approved by the Owner, the Manager's best estimate of all expenses and revenues, as specified in Schedule "C", for the operation of the Hall for the budget period. For each calendar year, the Manager shall include in its budget estimates of personnel costs together with particulars of the number of staff, rate of pay, and hours of work. The Manager shall make itself available for consultation with the Owner for the purpose of establishing the budget. The Owner shall not be obliged to pay the Manager any amount not provided for in the approved budget (except the Manager's annual management fee as described in Clause 3 (f)) and any expenditures by the Manager in excess of the approved budget shall be the responsibility of the Manager and the Owner may offset such excess expenditures against the annual Management Fee. The Manager shall approve all invoices as payable under the budget and remit the same to the Owner for payment.

5. In all other respects, the parties confirm that the 2006 Agreement, as amended by the 2010 Agreement and the 2012 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Owner and Manager have executed this Agreement as evidenced by the signatures of their authorized officers.

THE CORPORATION OF THE CITY OF LONDON

Per: _____
Matt Brown, Mayor

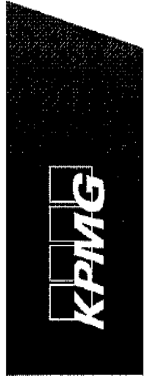
Per: _____
Catharine Saunders, City Clerk

DONALD JONES MANAGEMENT SERVICES INC.

Per: _____
Donald Jones, President
I have the authority to bind the corporation.

SCHEDULE B

| <u>Centennial Hall - Various Fees and Charges By-law A-47</u> | Last Date Revised | Fee |
|--|--------------------------|---|
| i) Hall Rentals | | |
| (a) Auditorium | | |
| Theatre Style (Monday - Thursday, Sunday) | Mar. /11 | \$2,500 or 10% gross gate to a maximum of \$4,000, whichever is greater |
| Banquet Style | 2013 | \$1,500 |
| Banquet Style - June, July, August | 2013 | \$1,000 |
| New Year's Eve | 2008 | \$2,500 |
| Rehearsal Stage | 2013 | \$600 |
| (b) Banquet Hall | | |
| Monday through Friday | 2013 | \$1,000 |
| Sunday, Saturday, Holidays | 2013 | \$1,000 |
| New Year's Eve | 2013 | \$2,000 |
| One-half Banquet Hall | 2013 | \$500 |
| Trade Shows | 2013 | \$1,000 |
| (c) Lounge | 2013 | \$250 |
| (d) Lounge - After Events | 2013 | \$200 |
| (e) Entire Building (Convention Rate) | 2013 | \$3,000 |
| (f) Entire Building (Trade Show Rate) | 2013 | \$3,000 |
| (g) Early/Late Access Charge (Prior to 8:00 a.m./after 1:00 p.m.) | | \$50.00/hr. |
| (h) Move In/Move Out | | 50% of applicable rate |
| (i) Women's Canadian Club | Jan. /07 | \$850 |
| (j) Teen Dances or Pub Nights (Banquet Hall only) | Jan. /09 | \$1,000 |
| (k) Catering Surcharge | 1996 | 7% of gross catering revenue or \$.70/person |
| ii) Bar Receipts | | |
| Centennial Hall License - Rates | | Market |
| iii) Canteen Receipts - Snacks | 1992 | Market |
| iv) Checkroom Receipts | 1992 | Market |
| v) Sundry Receipts | | |
| vi) Chair Removal | 1992 | Market |
| vii) Catering Revenue | | |
| Self Catering | 1992 | Market & 7% of admissions |
| viii) Ticket Surcharge | Aug. /05 | \$1.00 per ticket |



HECFI Alternative Service Delivery RFP
Analysis of Facility Subsidies – Performing Arts Centres / Theatres

Analysis of Performing Arts Centres / Theatres:

| Annual Government Subsidies Performing Arts Theatres in Canada | | | | | | |
|---|-------------|----------------|---------------|---------------------------|----------------------------|----------|
| Venue | Location | CMA Population | Capacity | Management | Annual Subsidy (Income) | \$'000 |
| Centennial Hall | London | 501,000 | 1,637 | Jones Entertainment Group | | \$100 |
| River Run Centre | Guelph | 141,000 | 785 | City of Guelph | | \$385 |
| The Grand Theatre | Kingston | 163,000 | 776 | City of Kingston | | \$500 |
| Burlington Performing Arts Theatre | Burlington | 753,000 | 718 | City of Burlington | | \$500 |
| Vancouver Civic Theatres (note 3) | Vancouver | 2,413,546 | 3500 (note 3) | City of Vancouver | | \$1,000 |
| Living Arts Centre | Mississauga | 5,834,000 | 1200 (note 1) | City of Mississauga | | \$1,090 |
| Centre in the Square | Kitchener | 509,000 | 2,047 | City of Kitchener | | \$1,500 |
| National Arts Centre (note 2) | Ottawa | 1,248,000 | 2300 (note 1) | National Arts Centre | | \$39,000 |

Some of the analysis in this table is based on information from City websites and/or reporting to the City of Statistics Canada.
 note 1: Seating is for the entire theatre in some cases.
 note 2: Not a profit corporation, funding received from federal government.
 note 3: Operated by the City of Vancouver, but not a City of Vancouver entity.

- All theatres in the above sample receive operating subsidies from their respective municipal / public owners.
- The only theatre that is not managed by its respective municipal owner is the one with the lowest annual subsidy.