



THE DISTRICT OF NORTH VANCOUVER

NORTH SHORE ARTS COMMISSION ESTABLISHMENT AGREEMENT BYLAW

BYLAW 6159

Effective Date – July 24, 1989

CONSOLIDATED FOR CONVENIENCE ONLY

This is a consolidation of the bylaws below. The amending bylaws have been combined with the original bylaw for convenience only. This consolidation is not a legal document. Certified copies of the original bylaws should be consulted for all interpretations and applications of the bylaw on this subject.

Original Bylaw

Bylaw 6159

Date of Adoption

July 24, 1989

Amending Bylaw

Bylaw 6430

Bylaw 6851

Bylaw 7649

Bylaw 7709

Date of Adoption

September 14, 1992

August 25, 1997

March 19, 2007

January 7, 2008

The bylaw numbers in the margin of this consolidation refer to the bylaws that amended the principal bylaw (North Shore Arts Commission Establishment Agreement Bylaw – Bylaw 6159). The number of any amending bylaw that has been repealed is not referred to in this consolidation.

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

BYLAW 6159

A Bylaw to enter into an Agreement with The Corporation of the City of North Vancouver to facilitate the development of culture and the arts on the North Shore.

The Council for The Corporation of the District of North Vancouver enacts the following:

TITLE

1. This Bylaw may be cited as “**NORTH SHORE ARTS COMMISSION ESTABLISHMENT AGREEMENT BYLAW.**”

AUTHORIZATION TO ENTER INTO AGREEMENT

2. The Council authorizes The Corporation of the District of North Vancouver to enter into an Agreement with The Corporation of the City of North Vancouver in order to establish the North Shore Arts Commission as set out in the agreement entitled “North Shore Arts Commission Establishment Agreement” attached hereto as Schedule “A” and forming part of this Bylaw.

EXECUTION OF DOCUMENTS

The Mayor and Municipal Clerk are authorized to execute any documents required to give effect to the intent of this Bylaw.

Amended by: 6430, 6851, 7649, 7709

THE NORTH SHORE ARTS COMMISSION ESTABLISHMENT AMENDING AGREEMENT

THIS AGREEMENT made as of the _____ of _____, 2007.

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER, a municipal corporation under the Municipal Act, having its offices at 141 West 14th Street, North Vancouver, British Columbia, V7M 1H9.

(hereinafter called the "City")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER, a municipal corporation under the Municipal Act, having its offices at 355 West Queens Road, North Vancouver, British Columbia, V7L 4K1.

(hereinafter called the "District")

(collectively the "Municipalities")

WHEREAS:

1. The City, the District and the District of West Vancouver entered into an Agreement made as of the 26th day of July, 1989 creating the North Shore Arts Commission (the "Establishment Agreement").
2. Pursuant to Section 7.01 of the Establishment Agreement, the District of West Vancouver has withdrawn from the Establishment Agreement and all the rights and responsibilities of the District of West Vancouver were terminated and extinguished as of December 31, 1996.
3. The City and the District wish to develop a new model for the joint administration of municipal arts and cultural services.
4. The City and District have agreed to amend the Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that the City and the District covenant and agree as follows:

1. Schedule A to the Agreement is amended to take the form of the Agreement attached hereto as Schedule A.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under seal as of the day and year first written above.

THE SEAL OF THE CORPORATION OF
THE CITY OF NORTH VANCOUVER
was hereunto affixed in the presence of:

Mayor

Clerk

THE SEAL OF THE CORPORATION OF
THE DISTRICT OF NORTH VANCOUVER
was hereunto affixed in the presence of:

Mayor

Clerk

SCHEDULE A

- A. The City and the District wish to develop a new model for the joint administration of municipal arts and cultural services, to be known as the North Vancouver Office of Cultural Affairs (“NVOCA”):
- i) to implement the cultural vision, guiding principles and strategic directions contained in the North Vancouver Cultural Plan (adopted by the Municipalities in 2002), and to undertake periodic reviews thereof as necessary;
 - ii) to act as an advocate and catalyst for arts and cultural activity on the North Shore;
 - iii) to study, develop, plan, program, and facilitate the growth of the arts as a recreational, economic and essential component of North Shore life;
 - iv) to evaluate and enunciate policy on North Shore arts and cultural issues;
 - v) to assist in enabling North Shore arts and cultural organizations to fulfill their mandate of artistic objectives;
 - vi) to combine and partner ideas and programs with existing North Shore artists, arts administrators, municipal staff and other community agencies;
 - vii) to accomplish awareness and recognition of the arts by developing, enabling and/or managing arts promotion projects;
 - viii) to initiate, develop and maintain an industrial strategy for the arts, entertainment and culture industry on the North Shore;
 - ix) to respond to requests and referrals from the Municipalities in regard to matters of arts and culture;
 - x) to act as a consultative body to review and recommend on requests for any municipal funds from North Shore arts and cultural organizations; and
 - xi) to administer the municipally funded Arts Assistance Grant Program and other municipally funded grant programs in the areas of arts and culture and community cultural events.
- B. The parties have agreed to enter into this agreement to record the organizational structure, responsibilities and duties of the NSAC.

NOW THEREFORE THIS AGREEMENT WITNESSES that the City and the District covenant and agree as follows:

1. NVOCA ORGANIZATION AND STRUCTURE

1.01 The Organization shall consist of the following:

- (a) the Chief Administrative Officers of the City and the District (the “CAOs”);
- (b) Staff;
- (c) Volunteers;

2. NVOCA

2.01 The NVOCA shall:

- (a) formulate the policies on behalf of the Municipalities;
- (b) report to and be accountable to the Municipal Councils;
- (c) present an annual budget to the Municipalities for approval;
- (d) pursuant to sub-clause (d) herein, on or before the stipulated budget deadline in any year, prepare and submit the aforementioned budget for the immediately succeeding calendar year, containing itemized estimates of all anticipated expenditures and revenues both operating and capital including the cost of the administrative services set out in section 5;
- (e) administer arts, cultural and community events grants programs on behalf of the Municipalities;
- (f) receive and respond to referrals from the Municipalities regarding arts and cultural issues;
- (g) engage in dialogue with the community on current endeavours and future plans.
- (h) develop and maintain a multi-year strategic plan, reviewed at least every five years, to implement its mandate.
- (i) present annual accountability reports to the two municipal Councils;
- (j) regularly evaluate and refine the terms of reference of the NSAC for the further consideration of the Municipalities;
- (k) facilitate North Shore arts projects and events;
- (l) establish committees other than standing committees which the NVOCA deems necessary to carry out its mandate/work.

2.02 The NVOCA shall be entitled to acquire, by purchase, lease, rent or otherwise, facilities, equipment or materials necessary or useful for carrying out its mandate, provided such expenditures are within the approved budget and the funds therefore have been allocated to the NSAC by appropriate resolutions of the Municipalities. Title of any property acquired shall be held jointly by the Municipalities.

2.03 NVOCA will cooperate and work with a Joint Cultural Services Advisory Committee to be established by the Councils of the City and the District.

3. PERSONNEL

3.01 Director

- (a) The NVOCA will be supervised and managed by a Director.
- (b) The function, definition and job specifications of the Director will be established by the Municipalities.
- (c) The NVOCA shall employ or contract for a Director.
- (d) The Director shall report to and be accountable to the CAOs.

- 3.02 Staff (as required)
- (a) The Cultural Planning and Support Staff will be selected, supervised and managed by the Director.
 - (b) The function, definition and job specifications will be established by the Director, subject to approval by the CAOs.
 - (c) The Staff shall report to and be accountable to the Director.
- 3.03 The Director may contract on short-term bases expert staff as needed for projects and programs.
- 3.04 Municipal Staff
The appropriate municipal staff shall be available to the NVOCA on a consulting basis. In particular, liaison shall be maintained with any and all cultural services staff of the municipalities.

4. MISCELLANEOUS

- 4.01 The next expenditures (cost after deducting outside and other sources of funding) of the approved budget of the NVOCA shall, subject to the funds therefore being allocated to the NVOCA by the appropriate resolutions of the Municipalities, be shared equally by the parties to this agreement.. (7709)
- 4.02 The City of North Vancouver covenants and agrees to provide the following administrative services to NVOCA:
- (a) accounting, including payroll and benefit administration, auditing and related data services;
 - (b) personnel services;
 - (c) purchasing;
 - (d) incidental legal advice;
 - (e) assistance in placing errors and omission and property insurance coverage.
- In consideration of the provision of these administrative services the NVOCA shall pay to the City of North Vancouver an amount agreed upon annually by the participating agencies.
- 4.03 Payment of the accounts of the NVOCA shall only be made on authority of the signature of one of the CAOs, but such authority and any limits thereon may be delegated by the CAOs to the Director.
- 4.04 The Clerk and Manager of the District and the Clerk and Administrator of the City shall each receive and maintain copies of the minutes of the Joint Cultural Services Advisory Committee.

5. TERMINATION

- 5.01 Either party to this Agreement may withdraw from this Agreement providing that written notice of such intention is delivered to the other party before July 1st of any given year in which case withdrawal is in effect as of December 31st of that year. When intention to withdraw has been delivered in accordance with this section, all the rights and responsibilities of the party withdrawing shall be terminated and extinguished as of December 31st of that year. (7649)