



City of Langford

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Staff Report to Council

Date: February 25, 2020
Department: Administration
Subject: Memorandum of Understanding with the Maritime Museum of British Columbia

Background and Commentary

As part of the OCP amendment and rezoning of 790 McCallum Road in 2018, the City received, via resolution, 4 acres of raw land and \$2 million in amenity contributions (the first \$1 million of which will be received this June). In 2019, the City was approached by the Maritime Museum regarding the potential construction of a museum on this property, as well as a possible theatre. On January 20, 2020, Council received a presentation In-Camera from the Maritime Museum, which outlined details of the proposed project.

Financial Implications

The City would contribute approximately 1 acre of raw land (plus additional land for shared parking) and approximately \$1 million in onsite improvements (clearing and levelling), which would be funded from the amenity contributions received from the rezoning of the property.

The City would directly receive 300,000 cubic meters of fill (to be deposited at the City's property on the corner of Trans Canada Highway and West Shore Parkway), and numerous direct and indirect economic benefits.

Legal Implications

The City can dispose of land to the Maritime Museum of British Columbia pursuant to s. 26 of the *Community Charter*. Staff would work with City lawyers and the Maritime Museum of British Columbia to develop the necessary legal agreements, which would be brought back to Council for final approval.

Options

That Council:

1. Authorize the City to enter into the attached Memorandum of Understanding with the Maritime Museum of British Columbia;

OR

2. Direct the City not to take any action at this time.

Respectfully submitted,

Submitted by:	Braden Hutchins, Director of Corporate Services Donna Petrie, Manager of Economic Developments and Events
Concurrence:	Darren Kiedyk, Chief Administrative Officer

:initials'

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding dated for reference _____, 2020 is

BETWEEN:

CITY OF LANGFORD

2nd Floor, 877 Goldstream Avenue, Langford, B.C. V9B 2X8

(the “City”)

AND:

THE MARITIME MUSEUM OF BRITISH COLUMBIA SOCIETY (Inc. No. S0005145)

H100 -634 Humboldt Street, Victoria, B.C. V8W 1A4

(the “Museum”)

WHEREAS:

- A. The Museum is a registered not-for-profit society and registered charitable organization whose purpose is to promote the maritime heritage and maritime culture of British Columbia and the Province’s standing in the Pacific maritime community through the operation of a Museum in which artifacts, scientific and technological specimens, works of art, and archival material of a maritime interest are collected, stored, documented, preserved, studied, displayed and interpreted, and to provide programs and activities of an educational and performing arts nature in support of the above;
- B. The Museum formerly occupied a 26,000 square foot property at 28 Bastion Square, currently occupies a 3,000 square foot property at 634 Humboldt Street in Victoria, B.C., along with separate offsite storage, and wishes to find a permanent location that is financially sustainable; and
- C. The City is interested in exploring with the Museum the creation of a Pacific Maritime Centre and Performing Arts Centre to create a vibrant new community arts and cultural hub for the economic and social benefit of Langford and the Greater Victoria Region.

NOW THEREFORE:

- D. The Museum proposes to build a Pacific Maritime Centre at 790 McCallum Road in the City of Langford which shall include the Maritime Museum of British Columbia, an immersive theatre, an observational lighthouse sky-deck, a conference centre and a multi-story revenue tower, and which the land and improvements will be owned by the Museum; and
- E. The City proposes to build an adjoining Performing Arts Centre.

In this MOU, the City and the Museum wish to set out their mutual intentions and the key principles upon which the parties will explore the viability of the Pacific Maritime Centre and the Performing Arts Centre and their proposed roles in the initiative.

1. The proposed contributions of the Museum to the Pacific Maritime Centre portion of the project are:
 - (a) identifying key funding opportunities;
 - (b) arranging meetings with the Federal and Provincial governments and private investors;
 - (c) delivering presentations;
 - (d) soliciting donations and securing all of the capital funding;
 - (e) establishing any necessary partnership agreements; and
 - (f) providing for the project coordination of the Pacific Maritime Centre.
2. The proposed contributions of the City to the Pacific Maritime Centre of the project are:
 - (a) providing land on which the building will be constructed and holding it for the purposes of this initiative until October 31st, 2022;
 - (b) performing site preparation work;
 - (c) installing services to the Pacific Maritime Centre;
 - (d) granting a permissive tax exemption for the portion of the Pacific Maritime Centre that houses the Museum related facilities;
 - (e) providing parking for the Pacific Maritime Centre;
 - (f) securing funding sources for the above commitments; and
 - (g) providing staff support.

3. The Museum will lead and the City will support through staff resources the concept planning and design, operational planning, and building and landscape design of the Pacific Maritime Centre portion of the initiative and once complete, the Museum will oversee the operations of the facility.
4. The City will lead and the Museum will support the review of options for the design, construction and operation of the Performing Arts Centre, including soliciting and securing the capital funding for the Performing Arts Centre, and ensuring all possible shared facilities between the Pacific Maritime Centre and the Performing Arts Centre (e.g. commercial kitchen, elevators, escalators, washrooms, mechanical and heating systems, etc.) are contemplated.
5. The Museum will explore and create partnerships with First Nations, School District 62 and other school districts, post-secondary institutions, non-governmental organizations, federal and provincial departments, youth and daycare programs, other private sector entities, and community-based arts and cultural organizations.
6. It is anticipated that once the Pacific Maritime Centre and the Performing Arts Centre are complete, revenue generated from office rental space; conference and penthouse rentals; cafeteria, catering, restaurant and gift shop sales; sky-deck tours and guided tours; public admissions; school, youth and adult programs; public events; and theatre programming shall provide sufficient income to sustain the Pacific Maritime Centre and the Performing Arts Centre.
7. The City and the Museum will explore options for securing additional funding wherever necessary to offset the cost of operating the initiative in the event of revenue shortfalls.
8. Residents of the City of Langford shall be entitled to receive a 10% discount on regular admissions at the Pacific Maritime Centre and Performing Arts Centre, once complete.
9. The Museum acknowledges that nothing contemplated in this MOU will affect the discretion of the municipal council of the City of Langford under the common law or any statute, regulation, bylaw or other enactment, including regarding the enactment of any bylaws or passing of any resolutions that may be necessary to give effect to any of the foregoing, nor will anything contemplated herein create, or is it the parties' intention to create, any implied obligations regarding such discretion.
10. Following the signing of this MOU the City and the Museum will endeavour to further explore the feasibility and potential of the Pacific Maritime Centre and the Performing Arts Centre and, if in agreement, negotiate the terms of an agreement or agreements under which the Pacific Maritime Centre and the Performing Arts Centre shall be further explored and brought closer to fruition.

11. The City and the Museum acknowledge and agree that this MOU is not legally binding and does not impose any legal obligations on the City or the Museum. It does, however, express the good faith intentions of the parties to proceed in accordance with its terms.

As evidence of their agreement to be bound by the above terms, the City and the Museum each have executed this Agreement on the respective dates written below:

CITY LANGFORD

by its authorized signatories:

Mayor:

Clerk:

Date: _____

**THE MARITIME MUSEUM OF BRITISH
COLUMBIA SOCIETY**

by its authorized signatories:

Name:

Name:

Date: _____