

Attachment 1 – CMS-2022-027

Visitor Services Agreement

Between:

The Corporation of The Town of Orangeville
(hereinafter called the “Town”)

and

Theatre Orangeville

WHEREAS the Town is a municipal corporation pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended;

AND WHEREAS the Town owns the property municipally known as 200 Lakeview Court, Town of Orangeville, County of Dufferin;

AND WHEREAS the Town may pass by-laws with respect to economic development services of the Town;

AND WHEREAS the Town has created a facility known as the Orangeville Visitor Information Centre (hereinafter called the “Tourism Centre”) located on the 1st floor of 200 Lakeview Court, to provide economic development services by offering visitor information services for the Town;

AND WHEREAS the Town requires an agent to deliver visitor information services at the Tourism Centre;

AND WHEREAS Theatre Orangeville is a not-for-profit corporation incorporated pursuant to the laws of the Province of Ontario and is an established tourism partner of the Town, having managed the Town’s Opera House and participated in joint marketing initiatives with the Town and the Orangeville Business Improvement Area (BIA) which support the Town’s arts, culture and tourism initiatives;

AND WHEREAS an agreement between the Town and Theatre Orangeville to have Theatre Orangeville administer visitor information services at the Tourism Centre expires on December 31, 2022;

AND WHEREAS the Town and Theatre Orangeville desire to continue having Theatre Orangeville provide visitor information services at the Tourism Centre after December 31, 2022;

AND WHEREAS the Town and Theatre Orangeville are committed to ensuring that visitors are provided with excellent customer service to support the economic and tourism development of the community;

NOW THEREFORE this agreement witnesses that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by each the Town and Theatre Orangeville (hereinafter each referred to as a “party” and collectively referred to as the “parties”) to the other and 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 each of the parties, the parties do hereby covenant and agree as follows:

1. The parties agree that the recitals above are true and form part of this agreement.
2. Theatre Orangeville shall provide the following services at the Tourism Centre on behalf of the Town, in accordance with this agreement:
 - a) Operate and administer the Tourism Centre to support the Town’s tourism-related plans and initiatives as revised from time to time;
 - b) Operate the Tourism Centre during the hours of operation outlined in Schedule “A” as attached hereto;
 - c) Respond to walk-in, electronic and telephone inquiries to the Tourism Centre about tourism attractions, businesses, and services;
 - d) Attend to and respond to a dedicated visitor services phone number, toll-free number and email address for the Tourism Centre;
 - e) Collect, maintain and distribute information and materials concerning attractions, businesses and services in Orangeville for the purposes of tourism and Town promotion at the Tourism Centre;
 - f) Ensure all visitor services staff are well trained in the tourism offerings in the community; and
 - g) Track visitor inquiries to the Tourism Centre and submit monthly visitor services activity reports to the Town which include the following: number, type (walk-in, phone, email) and origin of visitor inquiries, purpose of inquiry, referral(s) made, number of guided tours conducted and audience numbers for tours, and an overview of all promotional initiatives and tourism-related activities undertaken; and
 - h) Complete online Visitor Information Centre Survey with willing contacts/visitors to the centre to obtain demographic information that can be used for future planning.
3. Theatre Orangeville shall contact other Visitor Information Centres outside of the Town of Orangeville to seek agreements for brochure exchange arrangements and shall distribute Town-supplied tourism materials to such Visitor Information Centres in agreement.
4. Theatre Orangeville shall work with the Town and the Orangeville BIA to undertake special tourism initiatives that support the Town’s tourism-related plans and initiatives, as revised from time to time, including but not limited to providing support for the organization of special events, collecting tourism images to be used for marketing and promotion purposes, and assisting with special projects.

5. Prior to providing any services pursuant to this agreement, all Theatre Orangeville Visitor Services staff must be properly trained to skillfully, professionally and effectively carry out the duties outlined in this agreement. Managers of Theatre Orangeville are responsible for staff training, and any training support or guidance requests shall be made to the Town.
6. The parties acknowledge that all servants, directors, officers, board members or volunteers of Theatre Orangeville are not employees, officers or directors of the Town by virtue of carrying out the duties outlined in this agreement or anything ancillary hereto.
7. The parties acknowledge and agree that Theatre Orangeville is being contracted as an independent contractor to provide the services outlined in this agreement.
8. Theatre Orangeville shall:
 - a) submit to the Town a completed Town Health and Safety Contractor Package to the Town's satisfaction prior to the commencement of the term of the agreement;
 - b) follow all of the Town's Health and Safety Contractor Requirements to the Town's satisfaction during the performance of its obligations pursuant to this agreement;
 - c) ensure compliance with all health and safety legislation as stipulated under the Occupational Health and Safety Act, the Industrial Establishment Regulations and any other federal, provincial or municipal health and safety requirements that apply to the type of work undertaken in the performance of its obligations pursuant to this agreement;
 - d) ensure compliance with the *Accessibility for Ontarians with Disabilities Act, 2005*;
 - e) comply with all applicable municipal, provincial or federal by-laws, legislation, regulations or orders of any governmental authority or court having jurisdiction; and
 - f) comply with all applicable Town policies of which it has been notified in writing.
9. Theatre Orangeville staff shall perform light housekeeping duties in the reception, public washroom and boardroom areas of the Tourism Centre as required to ensure a high public standard between the professional cleanings that will be arranged by the Town.
10. (1) As a condition of this agreement, Theater Orangeville shall obtain and maintain at its own expense a general liability insurance policy issued by an insurance company authorized by law to carry on business in the Province of Ontario, which shall remain in full force and effect throughout the term of this agreement, providing for, without limitation, coverage for personal injury, public

liability, property damage and non-owned automobile liability coverage. Such policy shall:

- a) have inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for injury, loss or damage resulting from any one occurrence;
- b) contain a cross-liability clause endorsement and severability of interest clause of standard wording;
- c) name the Town as an additional insured with respect to any claim arising out of the obligations under this agreement.
- d) be endorsed to provide that the policy shall not be cancelled or allowed to lapse without 30 days' prior written notice to the parties.

(2) Theatre Orangeville covenants not to do anything, omit to do anything, or permit anything else to be done, or omitted to be done, which will invalidate, adversely affect or limit any insurance policy referred to herein.

(3) Theatre Orangeville shall provide a certificate of insurance satisfactory to the Town evidencing the policy of insurance required in this agreement upon the commencement of this agreement and every year thereafter. Additionally, Theatre Orangeville shall provide a certificate of insurance within five (5) business days (a "business day" being defined as a day that the Town offices at 87 Broadway, Orangeville are open for business) of any request from the Town for same.

(4) The Town maintains the right to request that the limit of the policy be increased and to amend the insurance requirements from time to time as may be reasonable in the circumstances.

Funding

11. Town staff shall prepare an annual budget for the provision of services and related expenses for the operation of the Tourism Centre. The budget shall be presented to Town Council for consideration.

12. The parties acknowledge that the Town has requested funding approval from Town Council for the Tourism Centre budget in the amount of \$54,867 for 2023 as outlined in Schedule "B" attached hereto, which request is subject to approval by Council in its sole unfettered discretion.

13. It is the present, non-binding intention of Town staff to request from Town Council an increase of 2% per year over the approved 2023 budget for the Tourism Centre funding for the years 2024 to 2027 inclusive. Should minimum wage increases as established by the Province of Ontario under the Employment Standards Act exceed 2%, adjustments to reflect the minimum wage rates will be incorporated to the next annual budget with any retroactive adjustments included.

14. Every quarter of the calendar year, Theatre Orangeville shall invoice the Town for its services rendered and expenses incurred for its Tourism Centre services in accordance with Town's approved Theatre Orangeville budget

provided for in this agreement. The Town shall pay the invoices of Theatre Orangeville up to the annual funding approved by Town Council with respect to the Tourism Centre for a particular year.

15. Theatre Orangeville shall expend the funds received by the Town for the operation of the Tourism Centre to pay for wages of Theatre Orangeville staff, statutory employer payments, and expenses as set out in the annual budget for the Tourism Centre, as approved by Town Council.

16. It is agreed that Theatre Orangeville shall provide the tourism related services outlined in this agreement on behalf of the Town subject to the Town approving the funding as proposed herein.

Tourism Centre facilities

17. The Town shall provide approximately 800 sq. ft. of dedicated office and storage space for use by Theatre Orangeville within the Tourism Centre, including 2 enclosed offices, 2 open work stations (accommodating 4 staff) and a storage room, in addition to space for visitor services activities. The Town maintains the right, at its cost, to change the location of these facilities within 200 Lakeview Court, Town of Orangeville.

18. The Town shall provide access to shared/public washrooms, a shared boardroom (to be booked using the Town's room booking processes), and a shared kitchenette in the Tourism Centre for use by Theatre Orangeville staff while performing their duties pursuant to this agreement.

19. The Town shall assume responsibility for the provision and maintenance of furniture for the boardroom, kitchenette and reception area of the Tourism Centre.

20. The Town covenants to do the following with respect to the Tourism Centre facilities:

- a) assume contractual and financial responsibility for the cleaning and maintenance, which shall be an in-kind contribution to Theatre Orangeville;
- b) maintain a comfortable level of heating and air conditioning;
- c) maintain exterior grounds of the Tourism Centre including landscaping, gardening and snow clearing;
- d) assume responsibility for major repairs and maintenance to the Tourism Centre, including, but not limited to such items as heating, air conditioning, carpeting/tiling, electrical, structural, painting, etc.
- e) obtain and maintain such insurance coverage for the Tourism Centre as the Town deems appropriate.

21. The Town's Manager, Facilities and Parks is hereby designated to oversee the maintenance of the Tourism Centre. Theatre Orangeville shall advise the Manager, Facilities and Parks for the Town of any Tourism Centre

maintenance required, with such requests to be made in writing in accordance with Schedule "C" attached hereto, immediately upon being aware of a required maintenance.

22. The Town shall respond to normal maintenance of the Tourism Centre as requested in writing to the Manager, Facilities and Parks for the Town pursuant to this agreement.

23. In addition to the funding for the Tourism Centre that shall be provided to Theatre Orangeville and other obligations outlined herein, the Town hereby covenants to provide the following in-kind contributions to Theatre Orangeville:

- a) IT services as provided by or on behalf of the Town;
- b) use of certain Town software;
- c) use of Town server licenses; and
- d) use of the Town phone system.

Project Managers

24. The Town's Manager, Economic Development and Culture shall provide overall supervision of the progress and performance of this agreement by the Town. All Town obligations set forth in this agreement shall be performed by the Town under the overall supervision of the Manager, Economic Development and Culture or his/her designee. Theatre Orangeville shall contact the Town's Manager, Economic Development and Culture or his/her designee for all matters dealing with Town's obligations pursuant to this agreement, Town policies, funding, facilities, equipment and matters concerning other Town departments with respect to the Tourism Centre, save for the maintenance of the Tourism Centre.

25. Theatre Orangeville shall assign a general manager who shall have overall responsibility for the compliance of Theatre Orangeville with its obligations pursuant to this agreement. Theatre Orangeville shall notify the Town immediately in writing of any change to the person appointed as general manager. The general manager shall be responsible for overseeing that all covenants and obligations of Theatre Orangeville pursuant to this agreement are fulfilled. The general manager shall also be responsible for disseminating to appropriate Theatre Orangeville personnel all communication and information from the Town.

26. The parties covenant and agree to abide by the general provisions applicable to the parties regarding access and emergency protocols for the Tourism Centre are attached hereto as Schedule "C".

Event of Default

27. The Town reserves the right to terminate this agreement upon such notice as provided for in the paragraphs below, if any, upon any of the following events occurring (hereinafter referred to as an "Event of Default"):

- a) immediately upon Theatre Orangeville becoming bankrupt or insolvent or making any proposal, an assignment or arrangement with its creditors, or any steps are taken or proceedings commenced for the dissolution, winding-up or other termination of Theatre Orangeville's existence;
- b) if Theatre Orangeville fails to observe, perform, or comply with any provision, condition or obligation required by this agreement and such failure continues for twenty (20) business days (a "business day" being a day that the Town offices at 87 Broadway, Orangeville are open for business) after notice of such failure and the demand for observance, performance or compliance shall have been given to Theatre Orangeville by the Town;
- c) if Theatre Orangeville committed any act or neglected to do anything with the result that a construction lien or other encumbrance is registered against the Town's property at 200 Lakeview Court and the encumbrance is not deleted from title within twenty (20) days of it being registered thereon;
- d) immediately if Theatre Orangeville abandons use of the Tourism Centre;
or
- e) immediately if Theatre Orangeville is convicted of any criminal charges laid against a person connected with Theatre Orangeville for fraud or theft.

28. Theatre Orangeville may terminate this agreement, at its option, at any time after the Town defaults in making the required payments hereunder by providing thirty (30) days' notice in writing to the Town of its intention to terminate, and provided that the Town does not cure the default within the said thirty (30) day period, which shall also be an Event of Default.

29. Upon termination of this agreement by any party due to an Event of Default, the parties shall conduct a full accounting of all amounts due and owing by Theatre Orangeville for the wages and expenses incurred and such accounts shall be satisfied by the parties forthwith.

Remedies for Default

30. If an Event of Default has occurred and is continuing in respect of a party, the other party shall have the right, in addition to any other right or remedy available at law or in this agreement, to:

- a) bring any proceedings in the nature of specific performance, injunction or other equitable remedy, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this agreement; and/or

- b) remedy such Event of Default and be entitled upon demand to be reimbursed by the defaulting party (and to bring any legal proceedings for the recovery thereof) for any monies expended to remedy any such default and any other expenses (including legal fees on a solicitor and client basis) incurred by such party together with interest; and/or
- c) bring any action at law as may be permitted in order to recover damages.

31. The rights available to the parties under this agreement shall be deemed to be separate and not dependent on each other and no such exercise shall exhaust the rights or preclude a party from exercising any one or more such rights or combination thereof from time to time thereafter or simultaneously.

Closure of Tourism Centre by the Town

32. Theatre Orangeville acknowledges and agrees that a condition of the ongoing effect of this agreement is the provision of funding for the operation of the Tourism Centre being approved by Town Council. This agreement shall be terminated at the end of the applicable calendar year upon twenty (20) days' written notice from the Town to Theatre Orangeville of the passing of a by-law or resolution by Town Council to cease funding to the Tourism Centre or to not approve funding to the Tourism Centre. This agreement may be terminated by the Town immediately upon twenty (20) days' written notice to Theatre Orangeville of the Town Council's decision to permanently close the Tourism Centre, and the obligations and procedures described in section 31 of this agreement shall apply.

Resolution of Disputes

33. The parties agree that during the performance of their respective obligations under this agreement, each of them will make good faith efforts to resolve any matters in dispute, as identified by written notice of dispute to the other party, by negotiation between the project manager for the Town and the general manager for Theatre Orangeville. Except where monetary damages are inadequate or irreparable harm could occur if any immediate remedy is unavailable, any dispute, withholding of an approval, disagreement, controversy, question or claim between the parties hereto arising out of or relating to this agreement, including, without limitation, any issue considered by the Town's Manager, Economic Development and Culture and the general manager for Theatre Orangeville which has resulted in a deadlock, shall be settled as follows:

- a) The parties will first proceed to settlement negotiations through senior executive level discussions, between the Town's Chief Administrative Officer and Theatre Orangeville's Board of Directors after receipt of a notice requesting such a senior executive level discussion, which notice cannot be served earlier than 20 days following the notice of the dispute being provided to the other party.

- b) In the event the dispute is not resolved by senior executive level discussions within twenty (20) days from the date of delivery of the notice for senior executive level discussions, then any party may refer the dispute to arbitration in accordance with the Arbitration Act of Ontario. The party desiring arbitration shall serve a notice referring the dispute to arbitration on the other party. If the parties cannot agree on an arbitrator within five (5) days after notice referring the dispute to arbitration has been served, then an arbitrator shall be appointed pursuant to the provisions of the Arbitration Act of Ontario. The parties agree that the arbitrator's decision shall be final and binding and shall not be subject to any appeal, and the arbitrator may award costs against a party.

Indemnity

34. Theatre Orangeville shall defend, indemnify and save harmless the Town, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent of and arising out of or attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of Theatre Orangeville, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by Theatre Orangeville in accordance with this agreement, and shall survive this agreement.

35. Theatre Orangeville agrees to defend, indemnify and save harmless the Town from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs on a substantial indemnity basis), interest or damages of every nature and kind whatsoever to the extent of and arising out of or related to Theatre Orangeville's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by Theatre Orangeville in accordance with this agreement, and shall survive this agreement.

Force Majeure

36. If any party herein is delayed or hindered in or prevented from the performance of its obligations hereunder or from compliance with any of its covenants hereunder by force majeure (excluding, for greater certainty, events directly arising from any inability of such party to meet its financial obligations as they come due), then the performance of the act or obligation or compliance with a covenant of such party will be excused for the period of such delay and the

period for the performance of the act or obligation or compliance with the covenant will be deemed extended for an equivalent period.

Term

37. This agreement commences on January 1, 2023 and shall remain in full force and effect until the end of December 31, 2027, unless terminated earlier as provided for herein.

Review

38. This agreement shall be reviewed biennially by the parties in order to identify any amendments reasonably required to this agreement to better respond to any new Town policies, new or amended Tourism Strategy and Action Plan or other Town tourism plan, market trends, or tourism industry changes. Any amendments agreed to by both parties shall be in writing.

Notice

39. Any notices to be given under this agreement shall be in writing and be delivered by personal delivery or by facsimile transmission to the parties as follows:

THE TOWN

The Corporation of the Town of Orangeville
87 Broadway
Orangeville, ON L9W 1K1
Attention: Manager, Economic Development and Culture
Fax: (519) 941-9033

THEATRE ORANGEVILLE

200 Lakeview Court, 1st Floor
Orangeville, ON L9W 5J7
Attention: General Manager
Fax: 519-942-9978

Notice shall be deemed to have been received on the date of personal delivery or facsimile transmission if such date is a business day and delivery is made prior to 4:00 p.m. local time and otherwise on the next day that is a business day (as defined in this agreement). The parties agree to notify each other immediately, in writing, of any changes of address or facsimile number from those set out above.

Assignment

40. This agreement shall not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld.

No partnership

41. Nothing in this agreement shall constitute the parties to be partners of one another.

MFIPPA

42. The parties acknowledge that the *Municipal Freedom of Information and Protection of Privacy Act* applies to this agreement.

Schedules

43. The following schedules attached to this Agreement form part of and are incorporated into this Agreement:

Schedule "A" – Visitor Centre Hours of Operation

Schedule "B" - 2023 Annual Theatre Orangeville Visitor Services Budget

Schedule "C" - General Conditions

Numbers and Gender

44. This Agreement shall be construed with all changes in number and gender as may be required by the context.

Binding

45. This agreement shall enure and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this day of 2022.

THE CORPORATION OF THE TOWN OF ORANGEVILLE

Per:

Name: Lisa Post

Title: Mayor

Per:

Name: Carolina Khan

Title: Clerk

I/We have authority to bind the Corporation

THEATRE ORANGEVILLE

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Corporation

Schedule "A"

Orangeville Visitor Services Visitor Information Centre Hours of Operation

Monday – Wednesday	10 a.m. – 5 p.m.
Thursday – Friday*	10 a.m. – 6 p.m.
Saturday	9 a.m. – 5 p.m.
Sunday**	11 a.m. – 4 p.m.

*Centre closed at 5 p.m. on Thursdays and Fridays during Eastern Standard Time

**Centre Closed on Sunday during January and February

Family Day, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day	11 a.m. – 5 p.m.
---	------------------

Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Sunday	Closed
---	--------

Schedule "B"

2023 Annual Theatre Orangeville Visitor Services Budget

Staffing costs: Assumptions: Visitor Services staff salaries will be in line with Theatre Orangeville salaries. Benefits include: CPP, EI, Vacation and WSIB.

Position:	Hrs/ week (DST)	Wks/ year	Hrs/ week (EST)	Wks / year	Av. Hrly rate	Base	Benefits	Total
Coordinator	29	34	28	18	\$16.50	\$24,585	\$2,704	\$27,289
Officer(s) (4)	22	34	21	18	\$15.50	\$17,453	\$1,920	\$19,373
Total								\$46,662
*WSIB								\$4,764

DST – Daylight Savings Time EST – Eastern Standard Time

* Theatre Orangeville is required to hold contractor status with the Town of Orangeville and as such has to provide WSIB for all Theatre Orangeville employees. The Theatre Orangeville rate with WSIB is \$1.02/100.

Other costs

General office supplies (including postage)	\$2,200
Liability insurance	\$663
Training & Development	\$578
Total Other costs	\$3,441
Total 2023 Theatre Orangeville Visitor Services Budget	\$54,867

Schedule “C”
General Maintenance Conditions

- 1) **Access:** Theatre Orangeville shall not prevent the Manager, Facilities and Parks, facility maintenance personnel, and/or others specifically designated by the Manager of Facilities and Parks from access to the Tourism Centre; provided, however, that the Town shall use its best efforts not to disrupt the activities of Theatre Orangeville as permitted by the agreement. The Manager, Facilities and Parks shall attempt to coordinate such access if possible.

- 2) Theatre Orangeville shall provide persons designated by Theatre Orangeville and approved by the Manager, Facilities and Parks or his/her designee with keys, proximity cards (up to a maximum of 10), and alarm codes for access to the Tourism Centre for the sole purpose of carrying out the requirements of the agreement. Keys, proximity cards, and alarm codes shall not be loaned or transferred and shall be used only by the designated person. In the event that Theatre Orangeville fails to properly open or lock and secure the Tourism Centre leading to a false alarm call-out or leaves areas of the Tourism Centre unlocked and unattended, a Two Hundred Dollar (\$200.00) plus HST penalty shall be paid to the Town on each such occasion. In the event that a designated key holder loses any key or proximity card issued by the Town, Theatre Orangeville shall be assessed a Fifty-Five Dollar (\$55.00) plus HST replacement charge for each key or proximity card or pay for the cost of rekeying or reprogramming the locks of the facility if circumstances indicate it as determined in the Town’s reasonable judgement. Theatre Orangeville will be responsible and held accountable for all personnel, properties and activities of Theatre Orangeville.

- 3) Each party has the right, with no notice, to suspend the agreement if the Tourism Centre should be declared uninhabitable for reasons of safety by the proper authorities (e.g. if the building should be damaged in an earthquake and be declared unsafe for occupancy). If there is an outbreak of pandemic flu or other medical emergency and places of public gatherings are closed, the Town will not assume any financial responsibility for loss of services by Theatre Orangeville. If the Tourism Centre is not available due to severe weather, disaster, or safety related issues, the Town will not assume any financial responsibility for loss of services by Theatre Orangeville.

- 4) **Maintenance Protocol-Non Emergency Items:** The Theatre Orangeville shall initiate a request for service to the Town’s Manager, Facilities and Parks and/or his or her designee through an online “Work Order Request Form”. The Theatre Orangeville will provide as much detail as necessary to ensure that all required maintenance is scheduled and completed within an acceptable time frame dependent on the scope of work, including mechanical, electrical, structural, cleaning, set-ups, alteration, etc.

5) **Emergency Items** - After-hour emergencies are to be directed through the Town's Manager, Facilities and Parks' designate via cell phone, text or email. The required contact information will be provided on an annual basis or at such time as management personnel change in order to ensure direct access on a daily after-hours basis.