

The Corporation of the City of Kenora

By-Law Number 63 - 2011

**A By-Law to authorize the Execution of an Agreement between
the Corporation of the City of Kenora and the Kenora Assembly of Resources
for the Delivery of Community Social Programs**

Whereas the Council of the Corporation of the City of Kenora deems it necessary and expedient to enter into an agreement between the City of Kenora and The Kenora Assembly of Resources for the delivery of Community Social Programs for the period 1 January 2011 through 31 December 2011;

Now therefore the Council of the Corporation of the City of Kenora enacts as follows:

1. **That** the Mayor and Clerk of the Corporation of the City of Kenora are hereby authorized to execute an Agreement between The Corporation of the City of Kenora and The Kenora Assembly of Resources in accordance with the terms and conditions herein and affix the Seal of the Corporation thereto.
2. **That** this by-law shall come into force and be in effect for the period January 1, 2011 to December 31, 2011.
3. **That** By-law #3 - 2011 be hereby and is hereby repealed.

**By-Law read a First and Second Time this 16 day of May, 2011
By-Law read a Third and Final Time this 16 day of May, 2011**

The Corporation of the City of Kenora:-

.....Mayor
David S. Canfield

.....City Clerk
Joanne L. McMillin



Service Agreement

between

Kenora Assembly Of Resources

and

The Corporation of the City of Kenora

regarding

Service Delivery of Social Programming to the City

1. Purpose and Definitions

The intent of this service agreement is to set out a framework for the rights and obligations of each party, as well as the administrative responsibilities, cost-sharing arrangements, program deliverables, and reporting requirements for the respective parties.

In consideration of mutual covenants contained herein, and other good and valuable consideration, the City of Kenora herein referred to as the City, and Kenora Assembly of Resources, hereafter referred to as KAR, hereby agree to enter into a service agreement in accordance with the terms and conditions contained in this service agreement.

2. Program:

In recognition of the vital role of social programming in the City's economy and in street beautification, the City of Kenora and KAR agree to enter into a contract that will result in the enhancement of the quality of life in the community. As a result of municipal financial, administrative, and managerial support, KAR will provide important resources to target activities/objectives by working cooperatively with individuals, organizations, agencies, and other stakeholders.

3. City of Kenora's Obligations:

The City of Kenora shall be responsible for providing:

- a) A Council by-law from the City of Kenora authorizing this *service agreement*. For the term of this contract, the City of Kenora shall provide the following:
- b) Assistance in the development of further public/private sector partnerships and agreements in the operation of KAR;
- c) Provision of appropriate marketing and communications support of KAR, including logos, identifiers and municipal literature, brochures and website maintenance;
- d) Accounting and IT support for the related financial statements, budgets, billing and

receivable services, and computer support related to the delivery of washroom and grounds maintenance, and quality of life projects.

- e) Provision of a location for a trailer facility, or alternative location as jointly agreed to, with sufficient floor space and amenities to deliver quality of life programs.
- f) Budget allocation for the delivery of the prescribed services will be \$151,500 for the twelve month period ending December 31, 2011.

4. KAR's Obligations:

KAR shall be responsible for providing the following:

- a) A Board of Directors' resolution expressing full support of the contract in principle and authorizing the Chairperson (or designate) to sign this service agreement. For the term of this contract, KAR shall provide the following:
 - b) Services as outlined in Schedules 'A', service targets and objectives.
 - c) Delivery of program planning, management and operations consistent with this agreement.
 - d) KAR shall not assign the rights and obligations contained in this service agreement in whole, or in part, without prior consultation and the written consent of the City of Kenora.
 - e) KAR shall not incur any additional program delivery costs above and beyond those set out in this agreement, without the prior written consent of the City of Kenora. Additional costs incurred by KAR, with respect to the services provided in this agreement, shall be their sole responsibility.
 - f) Obtain Comprehensive general liability insurance in an amount of not less than \$2,000,000.00 inclusive, adding the City of Kenora as the additional insured.
 - g) KAR shall comply with all applicable health and safety legislation in the performance of this contract.

5. Administrative and Cost-Sharing Arrangements:

- i. The City shall pay required expenditures directly on behalf of KAR following approval of those expenditures by the KAR Board. Payment shall be made upon satisfaction by the City, that KAR has successfully achieved the targets and service objectives in the City approved detailed budget and defined in this agreement.
- ii. The City of Kenora shall not be responsible for, and shall not be invoiced for, any costs or expenses except as specifically authorized in this agreement, unless approval is provided in writing by the City of Kenora Chief Administrative Officer, prior to incurring such expense.
- iii. Any new revenues (or cash in kind) generated as a result of partnerships/sponsorships related to the operation of KAR, or through services rendered by KAR shall be used

solely for the operation of KAR and to expand or enhance the level and type of service being offered to clients.

- iv. The City of Kenora shall supply all maintenance cleaning supplies at no costs to KAR.
- v. All minor and major repairs at the Harbourfront / McLeod Park shall be the responsibility of the City. KAR shall provide assistance through performing work for minor repairs where possible, with related supplies paid for by the City.
- vi. KAR shall submit audited financial statements to the City of Kenora, no later than five months following the previous fiscal year.

6. Reporting and Monitoring:

- i. In addition to the approved Service Agreement, KAR shall provide to the City of Kenora, other reports that the City may reasonably request, consistent with, and related to, the “Targets and Service Objectives” as set out in Schedule ‘A’ in this agreement.
- ii. KAR shall provide to the City of Kenora, for audit purposes, from time to time, during the term of this service agreement and for a period of three (3) years after the expiry or termination of this service agreement, access to information relating to the operation of KAR relating to any financial and client databases compiled and maintained by KAR on behalf of the City of Kenora.

7. Promotion and Publicity:

- i. For projects that the City of Kenora has a financial interest in, any publicity, publication or reference relating to KAR shall reflect the participation of each party in a joint program between KAR and the City of Kenora. The City of Kenora will provide appropriate logo information for such promotion.
- ii. All media releases related to joint KAR/City of Kenora project shall be approved by the Chief Administrative Officer, or designate of the City of Kenora, prior to its release.

8. Indemnification:

KAR agrees that it shall, at all times, indemnify and save harmless the City of Kenora, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by KAR or any of its officers, directors, employees or agents in connection with services performed, purportedly performed or required to be performed by KAR under this service agreement.

9. Term of the Service Agreement:

The term of this agreement shall commence January 01, 2011 and terminate December 31, 2011. To ensure the continuation of the delivery of services beyond the termination date, this service agreement may be extended by mutual agreement of both parties.

10. Termination:

This service agreement is in effect upon signature by all parties concerned, and can be amended at any time by mutual consent, or terminated by either party upon ninety (90) days written notice. In the event either party terminates the agreement, payments shall be made on a pro-rated basis in accordance with the requirements outlined in Section 5 of this Agreement.

11. Signatures:

This service agreement has been signed on behalf of Kenora Assembly of Resources and on behalf of the City of Kenora by the proper signing authorities.

12. Form Part of Agreement

The attached Schedule 'A' shall form part of this Agreement.

Kenora Assembly of Resources, Chairperson **Date**

I have the authority to bind the Corporation. **SEAL**

The Corporation of the City of Kenora, David S. Canfield, Mayor **Date**

The Corporation of the City of Kenora, Joanne L. McMillin, City Clerk **Date**

Schedule 'A': Targets and Service Objectives

In accordance with the terms and conditions contained in this service agreement, KAR shall:

1. Harbourfront Park Maintenance, McLeod Park Washroom & Grounds Maintenance.

The Kenora Assembly of Resources shall provide maintenance services at the Thistle Pavilion, and designated green space areas on the following basis:

- i. Basic ground maintenance of: Harbourfront, Green Belt, McLeod Park and designated green space areas, including maintaining the appearance and cleanliness of the walkways and site facilities.
- ii. Unlock and lock the doors on the washrooms at the Thistle Pavilion and keep the washrooms clean and supplied with basic toiletries. Washroom schedules will be tentatively set for the duration of this agreement on the following basis:
 - a. **Thistle Pavilion Washrooms:**
12 months – January to December
Spring: 9:00 a.m. to 5:00 p.m. daily
Summer: 8:00 a.m. to 10:00 p.m. daily
Fall: 8:30 a.m. to 9:00 p.m. daily
Winter: 9:00 a.m. to 5:00 p.m. daily
 - b. **McLeod Park**
May 15 to October 30 – 9:00 a.m. to 8:30 p.m. daily
- iii. Maintain a high standard over the litter control on the Harbourfront Park / Greenbelt between the Thistle Pavilion, McLeod Park, including the South & North Harbourfront parking lots, McLeod Park parking lot, Lakeview Drive and parking lot, Library Lane, Water Street Steps, Landing and Brush, Bernier Drive sidewalks, Harbourfront docks and laneway between the TD Bank and Johnson's Pharmacy. Remove all floating debris that washes on shore at Harbourfront, and retrieve benches and litter barrels from the lake along the Greenbelt. Responsible for the emptying of the public garbage containers located in these areas. All collected litter / garbage from the areas described herein shall be removed on a regular basis to the waste management station. This includes routine major clean-up of streets after events following required clean-up by event organizers.
- iv. Pick up drug needles at various locations on the Harbourfront. Delivery for disposal to Drug Addictions Centre. Monitor and report drug activities on the Harbourfront.
- v. In cooperation with the Ontario Provincial Police, monitor and maintain control of public vagrancy, vandalism, intoxication, incidents of sexual activities, skirmishes and mischief at the Harbourfront Park.
- vi. Take measures to enforce public vagrancy and loitering at the Harbourfront Park / Greenbelt by requesting them to move on and reporting persistent violators to the local police.

- vii. Provide seasonal light security on the Harbourfront docks and patrons leases from June 20 to August 20.
- viii. Keep flower planters clear of garbage and regular summer sweeps of boardwalk and street sidewalks.
- ix. Snow clearance and sanding on Bernier Drive walkways from South parking lot, Johnson Pharmacy Lane and Water Street steps and landings. Monitor and keep clean all three parking lots on the Harbourfront for refuse / sand. Make arrangements for City sweeper to sweep on a regular basis.
- x. Removal of graffiti.
- xi. Power washing of sidewalks when necessary.
- xii. Provide coffee, pastry and clothing for some of the regular homeless people on extreme cold days.
- xiii. Report faulty lamps / lights in Harbourfront through McLeod Park, including boardwalk, exterior lighting on parking lot, emergency lighting around pavilion, Husky the Muskie and exterior of McLeod Park washrooms.
- xiv. Painting of lamp / light standards on the Harbourfront.
- xv. Maintain community events display boards (6 locations) and pull off old signage as required.
- xvi. Decorate trees on both sides of Bernier Drive and the pavilion with winter Christmas lights as provided by the City.
- xvii. Carry out minor repairs on the Harbourfront/Greenbelt to facilities and equipment in cooperation with the City of Kenora Operations Department, as appointed by the City of Kenora, with the associated costs for materials and supplies being the responsibility of the City. These include, but are not limited to: boardwalk benches, safety fence at McLeod Park, boardwalk boards, litter barrels and stands and washroom related items.

2. Special Events Equipment

KAR staff shall:

- i. Safeguard, store and maintain an inventory of the special events equipment up until May 31, 2011. On May 31, 2011, all events equipment infrastructure previously stored by KAR will be delivered by KAR to the City at the City's cost to the storage location as determined by the City.
- ii. Following May 31st, KAR will be provided with direct access to the transferred special events equipment as required based on equipment bookings by special events,

including for use at no charge for the Farmers' Market. All equipment must be booked through the City's special events department before being used.

- iii. KAR will assist the Lake of the Woods Development Commission's (the Commission) special events staff as required, as arranged for through the City's Park Supervisor, to assist in the set up and take down of special events equipment throughout the City. Any costs incurred as a result of performing this set up and take down will be reimbursed on an incremental cost recovery basis to KAR by the Commission.

3. Quality of Life

- i. KAR staff shall implement on a *Special Project Basis* projects contributing to an improved quality of life for local residents and that improve the cleanliness of the public places that visitors to the City are likely to visit, conditional upon receipt of funding; this will include:
 - The Bottle Program
 - The Street Brigade
 - The Green Team
 - Adult/Youth Court Diversion Program
- ii. As long as the above projects are implemented, KAR staff shall provide work opportunities for street people and individuals assessed community service hours by the local courts.

4. Summer Farmers Market

KAR shall continue to operate the annual Summer Farmers Market at the Harbourfront with the use of either the big tent on the South Harbourfront parking lot or the new concert tent and adjoining areas. There shall be no rental for the use of these tents during 2011. KAR shall have access to all special events equipment required that was transferred to the City on May 31, 2011, for the purposes of conducting the Farmers' Markets in 2011, also at no charge. KAR will be responsible for all set up and take down related costs for the Farmers' Market, including equipment transfers, market jockeys and other related costs. KAR will also be responsible for coordinating any required traffic control or directing of traffic and / or other parking related impacts required as a result of running the Farmers' Market on Farmers' Market days.

KAR will work with the appropriate City of Kenora staff or designate to ensure the successful transition of the Farmers' Market to special events in 2012.