

THE CORPORATION OF THE CITY OF KENORA

BY-LAW NUMBER 27 - 2009

**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
SPECIAL EVENTS & 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 Special Events and Community Social Programs;

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, 2009 to December 31, 2010.

BY-LAW READ a First and Second Time this 9 day of March, 2009
BY-LAW READ a Third and Final Time this 9 day of March, 2009

THE CORPORATION OF THE CITY OF KENORA

Per: _____
Leonard P. Compton, MAYOR

Per: _____
Joanne L. McMillin, CITY CLERK



SERVICE AGREEMENT

between

KENORA ASSEMBLY OF RESOURCES

and

THE CORPORATION OF THE CITY OF KENORA

regarding

SERVICE DELIVERY OF SPECIAL EVENTS/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 special events/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 promotion of the City through special events and 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 resolution from the City of Kenora expressing support of the Agreement, both in principle and financially, and authorizing the head of Council (or designate) to sign this *service agreement*. The resolution is to be signed by the Head of Council (or designate); and, on an ongoing basis, 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) Planning engineering and building departmental support for mapping, GIS, official plan policies, site plan control and zoning regulations;
- e) Accounting and IT support for the related financial statements, budgets, billing and receivable services, and computer support related to the delivery of special events and use of special events equipment, washroom and grounds maintenance, and quality of life projects.
- f) Provision of a facility at the Harbourfront with sufficient floor space and amenities to deliver special events and quality of life programs. The facility shall be equipped with dedicated telephone service and appropriate telecommunication equipment, including, but not limited to, computer, internet, private email access, facsimile machine, and photocopier. The City shall also be responsible for the costs associated to the hydro/water and sewer of this facility.
- g) Budget allocation for the delivery of the prescribed services will be \$150,000.00 per annum.

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; and, on an ongoing basis, 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.

5. Administrative and Cost-Sharing Arrangements:

- i. By November 30th of each year, KAR shall submit a detailed budget to the City outlining an operating plan, including targets, activities, objectives and projected revenues and expenses as set out in Schedule 'A' of this service agreement.
- ii. Payment shall be made, on a quarterly basis, 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.
- iii. 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.
- iv. 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.
- v. 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, quarterly reports and 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, 2009 and terminate December 31, 2010. 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, Mayor

Date

The Corporation of the City of Kenora, City Clerk

Date

Schedule 'A': Special Events/Attractions – 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 basic maintenance services at the Thistle Pavilion, and designated green space areas on the following basis:

- i. Operate the Thistle Pavilion from June 01 to September 15 as an information centre, attractions ticket office and special events office, on behalf of the City of Kenora.
- ii. Unlock and lock the doors on the washrooms at the Thistle Pavilion and McLeod Park, and shall keep the washrooms clean and supplied with basic toiletries.
- iii. Washroom schedules will be tentatively set for the duration of this agreement on the following basis:

McLeod Park Washrooms:

May 15 to October 30 (9:00 am to 8:30 pm daily)

Thistle Pavilion Washrooms:

Spring: 9:00 am to 5:00 pm daily

Summer: 8:00 am to 10:00 pm daily

Winter: 9:00 am to 5:00 pm daily

- iv. Maintain the appearance and cleanliness of the walkways and site facilities and areas immediately adjacent to the Thistle Pavilion to a high standard of cleanliness.
- v. Provide management, administrative and maintenance services for the City of Kenora tents including erection and removal of the tents as required.
- vi. Manage, maintain, repair and administrate the events equipment infrastructure and arrange for appropriate storage of such equipment.
- vii. Maintain a high standard over the litter on the Harbourfront Park/Greenbelt between the Thistle Pavilion and McLeod Park and be responsible for emptying the public garbage containers located in this area.
- viii. Assist security officers address public vagrancy at Harbourfront Park/Greenbelt by requesting them to move on and reporting persistent violators to the police.
- ix. Provide light security on the Thistle Pavilion docks from June 20 to August 20.
- x. 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.

- xi. Provide seasonal dock security for the Harbourfront docks and the patrons and leases of those docks.

2. Special Events & Attractions

In cooperation with City of Kenora staff, KAR staff shall:

- i. Respond to enquiries from potential sponsors and interested proponents of special events and tourist attractions throughout the community.
- ii. Facilitate the staging of special events and attractions by helping to find volunteer, financial and other resources, for the following events:
 - o Farmers Market -18
 - o Harbourfront Concerts -10
 - o Solidarity day / Pow Wow - 2
 - o Central; Park Street Festival - 1
 - o Harbourfront Armed Forces Day - 1
 - o Hosting Vancouver Olympics Caravan - 1
 - o Annual Mothers Day Road Race - 1
 - o Borealis Sports Triathlon - 1
 - o Classic Car Show - 1
 - o LOWISA Regatta - 1
 - o Escape Boat Derby - 1
 - o National Young Anglers - 1
 - o City of Kenora ‘Pitch in Day’ - 1
 - o CPR Train of Lights -1

Total Number of Events 41

*Canada Day may be added by the request of Council

- iii. Facilitation only of other events at the Harbourfront not included in the above.
- iv. Meet with community groups and potential sponsors to develop ideas for new events and attractions and to make recommendations that will improve conditions for sponsoring groups assist sponsoring groups to develop and implement plans for new special events and attractions.

3. Special Events Equipment

KAR staff shall:

- i. Coordinate and assign the use of community special events equipment used by sponsoring groups to host events.
- ii. Safeguard, store and maintain an inventory of the special events equipment.
- iii. Maintain special events equipment and undertake a study to determine the most effective model to finance replacements and major repairs.

4. Harbourtown Centre/ Business Improvement Zone

KAR staff shall attend meetings and coordinate between KAR and the Harbourtown Centre committee and the Business Improvement Zone committee.

5. 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.

6. Special Projects as Supported by Council

Subject to the availability of resources and approval by the KAR Board, KAR staff through work opportunities with street people and the Court Diversion Program undertake the following special projects:

- Parkade security during major events in which the Parkade is open to the public
- Pitch-in Canada Week
- Communities in Bloom
- CP Rail Property
- Walsten Air Stairway
- Hennepen Lane