

The Corporation of the City of Kenora

By-Law Number 134 - 2016

**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 of 1 January 2017 through 31 December 2017;

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, 2017 to December 31, 2017.
3. That by-law 179-2015 be hereby revoked effective January 1, 2017.

By-Law read a First and Second Time this 20th day of December, 2016

By-Law read a Third and Final Time this 20th day of December, 2016

The Corporation of the City of Kenora:-

.....
David S. Canfield, Mayor

.....
Heather Kasprick, City Clerk

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, **2017**. Should the contract be terminated prior to December 31, **2017** by either party, the budget allocation will be prorated on a daily basis from January 1, **2017** to the date of contract termination.

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 \$5,000,000.00 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 Manager of Community and Development Services and/or Designate 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. With approval from Manager of Community and Development Services and/or Designate 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, **2017** and terminate December 31, **2017**.

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. Program Transition:

Both parties recognize and acknowledge that 2016 may represent the final year of the contract between KAR and the City for the provision of social programming. As part of this agreement, KAR agrees to work with the new partner as identified by the City to ensure a successful transition of and for the ongoing provision of social programming in **2017** to and the ongoing success and continuance of these programs beyond the term of this agreement.

12. 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.

13. Form Part of Agreement

The attached Schedules 'A' and 'B' 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': 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, with an exception for the closure time of the washrooms specific to special events and / or Whitecap Pavilion rentals as noted:
 - 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
 - Special Events: Remain open until 30 minutes past the end of the event
 - Rentals to 1:00 a.m.: Remain open until 30 minutes past the end of the rental
 - 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 and tree wells clear of garbage (including cigarette butts) 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.
- xviii. Set up / take down and regular maintenance of the rink under the Whitecap Pavilion, under separate contract with the Lake of the Woods Development Commission.

2. Special Events Equipment

KAR staff shall:

KAR will assist the special events staff as required, as arranged for by the Special Events Coordinator or City designate, 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 as outlined in Schedule B.

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.

Schedule 'B': Special Events Work and Payment

KAR will be hired by the City of Kenora Special Events Department to set up, maintain, make minor adjustments as needed and tear down events under the Whitecap Pavilion as required.

Payment for labour services will be paid out on an agreed upon classification system from A to E, attached as Schedule B. A fixed dollar amount is assigned to each classification. The Special Event Coordinator will make a recommendation on the amount and time of labour that will be required to stage the event.

KAR shall invoice the City of Kenora Special Events Department by the 15th of every month for the work performed and amount agreed upon for the previous month.

That is bill the City of Kenora July 15 for work performed for previous month of June.

Total Contract Payment will be for agreed upon work performed by KAR established by City of Kenora Special Events Coordinator

The invoices shall be paid upon approval by the Tourism Development Officer and submitted to the Manager of Community & Development Services for purchase order and payment.

For the purpose of monitoring the progress of the project, and accountability for professional services rendered, KAR shall report to the Manager of Community & Development Services and/or designate with their daily communication and liaising taking place with the Special Events Coordinator.

KAR shall adhere to the work plan as described in the proposal that sets out the tasks and activities to be undertaken in the proposal presented by the Special Events Coordinator and/or designate in advance of the event so KAR can schedule staff to undertake the task.

KAR shall be required to provide all of the services necessary to set up, take down and garbage removal throughout the event from the tent to the dumpster provided. KAR will be responsible for clean ups required during event times and will also monitor garbage while the event is taking place and will remove it as necessary.

The Special Event Coordinator and/or designate will provide KAR with a set up plan and event plan prior to each event which outlines the configuration for the event. These will be approved by the Fire & Emergency Services Manager and must be followed exactly, or as amended by the Special Events Coordinator. At this time the Special Events Coordinator will communicate with the KAR Supervisor (John Saunders) to inform him of the timelines for the delivery of necessary equipment, as well as set up and take down times.

The Special Events Coordinator and/or designate will be the liaison for all events organizers and will have the sole responsibility for event planning with organizers.

The Special Events Coordinator and/or designate will ensure that all necessary equipment for set up and take down are provided to KAR at the Harbourfront in a timely manner for each event.

KAR is not responsible for the transportation of special events equipment to and from the venue unless otherwise agreed upon by both parties for an agreed fee for service.

KAR will ensure that all garbage is moved to the allocated dumpster in a timely fashion and will sweep the area clean following each event.

KAR is responsible for the Workplace Health and Safety requirements for their staff and will provide their staff with all required Personal Protective Equipment and comply with all City of Kenora Health and Safety Regulations.

KAR will ensure that there is a Supervisor, designated Supervisor or Director on site to oversee the KAR employees.

KAR shall schedule sufficient employees to fulfill the requirements of Schedule 'A' to this agreement. On event days, KAR will schedule additional employees as required to fulfill the special event requirements (for example, daily adjustments, cleaning of venue, washing of tables and chairs, removing garbage) in addition to the requirements under Schedule 'A' of this agreement.

KAR will be responsible for the setup and take down and general maintenance at the harbourfront for the summer Matowski Farmer's Markets. These markets are not subject to the classification table below and KAR will be paid a flat rate of \$11,000 per annum for this work under separate contract with the Lake of the Woods Development Commission.

Classification A	Classification B	Classification C	Classification D	Classification E
\$1,200	\$700	\$600	\$200	\$100
3 day event use most of special event inventory including fencing	One day event using tables and chairs	One day event using chairs and some tables	2 hour event Chairs and tables	Set up and take down less than 200 chairs. When the Wed market is done the same amount of chairs is reset for Thurs concert. Friday is only the extra labour required to stack the chairs
Day to set up	Half day to set up	2 hour set up	2 hour or less set up	
Day to tear Down	Half day to tear down	2 hour tear down	2 hour or less tear down	
Daily adjustments	Some fencing			
Attendance over 1500	Attendance less than 1000	Attendance 500 to 1000	Attendance 200	
4 staff required	4 staff required	2 staff required	1staff required	
8 hours per person	4 hours per person	2 hours per person	1hour per person	