Minutes - Executive Policy Committee – March 14, 2007

Minute No. 243
Report - Standing Policy Committee on Protection and Community Services - March 5, 2007

Item No. 2 Renewal of Funding Agreement - Boys and Girls Clubs of Winnipeg Inc.
File PR-2

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

The Executive Policy Committee concurred in the recommendation of the Standing Policy Committee on Protection and Community Services and submits the following to Council:

1. That a five-year funding agreement with the Boys and Girls Clubs of Winnipeg Inc., be renewed commencing January 1, 2007 to December 31, 2011 in the amount of $75,509.00 annually, to assist in the provision of community development and recreation programs to serve the needs of "at risk" children and youth in the City of Winnipeg, as specified in Appendix "A" of the report from the Acting Director of the Community Services Department dated January 22, 2007.

2. That the amount of the grant be adjusted annually at a rate consistent with any increase or decrease in the annual adopted Council Departmental Budget(s).

3. That the City of Winnipeg, on an annual basis, will be responsible for the payment of that portion of the municipal property taxes (not including Water, Sewer and Street Renewal levies) levied on the City-leased Community Recreations property located at Nijimahkwa School site, 415 Stella Avenue (Aberdeen Club).

4. That the Community Groups Occupying City-owned Facilities By-law No. 89/2005 be amended to name the Boys and Girls Club of Winnipeg Inc. at 4-200 Isabel Street in the table in section 2 of non-profit organization exempt from taxation.

5. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

Further, the Executive Policy Committee referred the amount of the annual grant to the Boys and Girls Club of Winnipeg Inc. to the 2008 Operating Budget review process.

Minutes - Executive Policy Committee – March 14, 2007

Report - Standing Policy Committee on Protection and Community Services – March 5, 2007

DECISION MAKING HISTORY:

Moved by Councillor Steeves,

That the recommendation of the Standing Policy Committee on Protection and Community Services be concurred in and forwarded to Council.

Carried

Moved by Councillor Clement,

That the amount of the annual grant to the Boys and Girls Club of Winnipeg Inc. be referred to the 2008 Operating Budget review process.

Carried

Mike Owen, Executive Director, Winnipeg Boys and Girls Clubs of Winnipeg Inc., submitted a presentation entitled Celebrating 30 Years of Boys & Girls Clubs of Winnipeg, in support of the renewal of the five year funding agreement and requesting additional funding.

STANDING COMMITTEE RECOMMENDATION:

On March 5, 2007, the Standing Policy Committee on Protection and Community Services concurred in the administrative recommendation and submitted the matter to the Executive Policy Committee and Council.

RE: Renewal of the Funding Agreement between the Boys & Girls Clubs of Winnipeg Inc. and the City of Winnipeg

FOR SUBMISSION TO:	Standing Policy Committee on Protection and Community Services
ORIGINAL REPORT SIGNED BY:	Clive Wightman, Acting Director Community Services Department
REPORT DATE:	January 22, 2007

RECOMMENDATION(S):

1. That the City of Winnipeg renew a five-year funding agreement with the Boys & Girls Clubs of Winnipeg Inc. commencing January 1, 2007 to December 31, 2011 in the amount of $75,509 annually, to assist in the provision of community development and recreation programs to serve the needs of "at risk" children and youth in the City of Winnipeg, as specified in Appendix A of this report;

2. That the amount of this grant be adjusted annually at a rate consistent with any increase or decrease in the annual Council adopted Departmental Estimates;

3. That the City of Winnipeg, on an annual basis, will be responsible for the payment of that portion of the municipal property taxes (not including Water, Sewer and Street Renewal levies) levied on the City-leased Community Recreations property located at Nijimahkwa School site, 415 Stella Ave. (Aberdeen Club);

4. That the *Community Groups Occupying City-owned Facilities By-law No. 89/2005* be amended to name the Boys and Girls Club of Winnipeg Inc. at #4-200 Isabel Street in the table in section 2 of non-profit organization exempt from taxation.

5. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing including the execution of such documents as required.

Report Summary

Key Issues:

- The City of Winnipeg has had a long history of providing funding to the Boys & Girls Clubs of Winnipeg Inc. (from 1984 – present), to assist in the provision of

community development and recreation programs to serve the needs of “at risk” children and youth in the City of Winnipeg.

- A formal funding agreement has not been in place since 2001, as the formalization of the property tax status related to the two properties utilized by the Boys & Girls Club, Nijimahkwa School site, 415 Stella Avenue, and #4 - 200 Isabel Street, Freight House was not established.

- The City of Winnipeg continued to fund the Boys & Girls Clubs of Winnipeg from 2002-2006, with both parties honouring the conditions of the previous agreement.

- The Boys & Girls Clubs of Winnipeg Inc. is a non-profit organization that services the needs of “at risk” children and youth. The two City of Winnipeg buildings they are using are vital to the operation of their programs.

- The Boys & Girls Clubs of Winnipeg Inc. is requesting that their agreement with the City of Winnipeg be renewed for a five-year term, January 1, 2007 to December 31, 2011.

- In 2003, Council approved a funding increase from $59,509 to $75,509.

- In 2005, Council adopted a budget of $78,148 for the Boys & Girls Clubs of Winnipeg Inc. which includes an increase of $2,568 to cover the municipal tax portion of the school division’s property located at 415 Stella Ave. (Aberdeen Club).

Implications of the Recommendation(s):

General Implications

( ) None

( ) For the organization overall and/or for other departments

(X) For the community and/or organizations external to the City

(X) Involves a multi-year contract

Comment(s): The City is a core funder of the Boys & Girls Clubs of Winnipeg Inc. Continued City support will assist the Boys & Girls Clubs of Winnipeg Inc. to maintain services for “at risk” children and youth.

Policy Implications

() No

(X) Yes

Comment(s): This report recommends amending the *Community Groups Occupying City-owned Facilities By-law No. 89/2005.*

Regulatory Implications

(X) None

( ) Eliminates or reduces regulatory impact

( ) Proposes regulatory impact

Comment(s):

Environmental Implications

(X) No

( ) Yes

Comment(s):

Human Resources Implications

(X) No

( ) Yes

Comment(s):

Financial Implications

(X) Within approved current and/or capital budget

( ) Current and/or capital budget adjustment required

Comment(s): Funding for the grant to the Boys and Girls Clubs of Winnipeg Inc. is within the existing Community Services Department's operating budget.

Report

REASON FOR THE REPORT:

The Boys & Girls Clubs of Winnipeg Inc. is requesting that the funding agreement with the City of Winnipeg be renewed for a five-year term. Council approval is required for the approval of formal funding agreements.

HISTORY:

The City of Winnipeg and the Boys & Girls Clubs of Winnipeg Inc. have entered into funding agreements in varying lengths from 1984 to 2001, to assist in the provision of community development and recreation programs to serve the needs of "at risk" children and youth in the City of Winnipeg.

The initial funding agreement in 1984 provided for an annual grant in the amount of $51,500 and increased over the years to $59,509 in 2001.

In 2003, Council approved the increase to the Boys & Girls Clubs of Winnipeg Inc. annual funding in the amount of $75,509.

In 2005, the Departmental budget for the grant was increased to $78,148 to allow for the City's payment of that portion of the municipal property taxes (not including Water, Sewer and Street Renewal levies) representing the recreation amenities (wading pool and recreation building) located at the Nijimahkwa School site, 415 Stella Avenue (Aberdeen Club).

DISCUSSION:

Funding Agreement (see attached Appendix A)

The City of Winnipeg has a history (from 1984 – present) of providing funding to the Boys & Girls Clubs of Winnipeg Inc. to assist in the provision of community development and recreation programs to serve the needs of "at risk" children and youth in the City of Winnipeg.

The City of Winnipeg is one of the core funders for the programs run by the Boys & Girls Clubs of Winnipeg Inc. They also receive funding from the United Way, the Province of Manitoba, the Winnipeg Foundation, the Government of Canada, as well as other fundraising initiatives. This support is critical in maintaining the existing services. The funding support from these agencies has allowed the Boys & Girls Clubs of Winnipeg Inc. to deliver community development and recreation programs for over 3,000 "at risk" children and youth in 2006.

The Boys and Girls Clubs of Winnipeg Inc. has been one of Winnipeg's leading youth services agencies since 1977, serving children and youth ages 6-18 and their families. Their mission is *"to provide a safe, supportive place where children and youth can experience new opportunities, overcome barriers, build positive relationships and develop confidence and skill for life".* The agency operates 6 full time clubs and 3 satellite sites in various communities throughout Winnipeg.

The Boys & Girls Clubs of Winnipeg Inc.'s recreational, leisure and life skill services provide a positive alternative to negative situations that young people are liable to encounter when they are involved on the streets. These services are recognized as effective in the community and are supported by local businesses and agencies through fundraising initiatives that are organized by the Boys & Girls Clubs of Winnipeg Inc.

A formal funding agreement has not been in place since 2001, as the formalization of the property tax status related to the two properties utilized by the Boys & Girls Club, Nijimahkwa School site, 415 Stella Avenue, and Freight House, #4 - 200 Isabel Street, was not established.

The City of Winnipeg continued to fund the Boys & Girls Club of Winnipeg Inc between 2002 - 2006 and both parties honored the conditions of the previous funding agreement.

The proposed funding agreement for an annual grant to Boys & Girls Clubs of Winnipeg Inc. helps support the operation of their 6 clubs and 3 satellite sites: Freight House Club, Sister MacNamara Club, Aberdeen Club, Gilbert Park Club, Ryerson Club, Victor Mager Club, Winnipeg Harvest Club, Polson Club, and Dalhousie Club. The Boys & Girls Clubs of Winnipeg Inc. continue to meet the criteria for City of Winnipeg funding adopted by Council in 1994. A five-year funding agreement is recommended to help provide stability to the Boys & Girls Clubs of Winnipeg Inc.

The attached Appendix A provides more detailed information. Note: there have been no significant changes to the terms and conditions from the previous agreement.

<u>Boy's & Girl's Clubs of Winnipeg Inc - City of Winnipeg Facility Requirements</u>

The two City of Winnipeg buildings (known as Aberdeen Club, Nijimahkwa School site, 415 Stella and Freight House, #4 – 200 Isabel Street) currently being utilized by the Boy's and Girl's Clubs of Winnipeg Inc. are vital for the operation of their programs.

<u>Aberdeen Club, Nijimahkwa School site, 415 Stella Ave.</u>

On July 27, 2005, Council approved a report dated June 27, 2005 from the Community Services Department in respect of a lease with Winnipeg School Division for the property known as Nijimahkwa School, at 415 Stella, for community recreation purposes.

The City of Winnipeg is responsible for a portion of the taxes at this site (415 Stella Avenue) for the wading pool and recreation building, and Administration is working cooperatively to ensure the City of Winnipeg's contractual obligations are maintained. The financial resources reside within the Community Services Department's operating budget.

In 2005, Council adopted a budget of $78,148 for the Boys & Girls Clubs of Winnipeg Inc. which includes an increase of $2,639 which will cover the municipal tax portion, (2006 amount is $2,568), of the school division's property located at 415 Stella Ave. (Aberdeen Club).

Freight House, #4 – 200 Isabel Street

The building located at Freight House, #4-200 Isabel Street is owned and operated by the City of Winnipeg. The Property Assessment Department has confirmed that the property is exempt under clause 22(1) (a) (i) of the Municipal Assessment Act and that the proposed occupier is a non-profit organization that uses or operates the property as a community hall, community recreation area, community centre or community rink.

Subsection 11(2.1) of the Municipal Property Act exempts municipal property if:

a) The occupier is a non-profit organization that uses or operates the property, or portion of it, as a community hall, community recreation area, community centre or community rink; and

b) *The municipality, by by-law, expressly names the non-profit organization and provides that this subsection applies to the property, or that portion of it.* (the subsection applies if the property is owned by the municipality that levies the taxation)

In order for the Boys & Girls Clubs of Winnipeg Inc. to operate at #4-200 Isabel Street, the Boys & Girls Clubs of Winnipeg Inc. must be exempted from school and municipal taxes. Accordingly, it is recommended that By-law 89/2005 be amended by adding Boys & Girls Club of Winnipeg Inc. at #4-200 Isabel Street to the table in paragraph 2.

Financial Impact Statement

Date: January 22, 2007

Project Name:

First Year of Program 2007

Renewal of the Funding Agreement between the Boys and Girls Clubs of Winnipeg, Inc. and the City of Winnipeg

	2007	2008	2009	2010	2011
Capital					
Capital Expenditures Required	$ -	$ -	$ -	$ -	$ -
Less: Existing Budgeted Costs	-	-	-	-	-
Additional Capital Budget Required	$ -	$ -	$ -	$ -	$ -
Funding Sources:					
Debt - Internal	$ -	$ -	$ -	$ -	$ -
Debt - External	-	-	-	-	-
Grants (Enter Description Here)	-	-	-	-	-
Reserves, Equity, Surplus	-	-	-	-	-
Other - Enter Description Here	-	-	-	-	-
Total Funding	$ -	$ -	$ -	$ -	$ -
Total Additional Capital Budget Required	$ -				
Total Additional Debt Required	$ -				
Current Expenditures/Revenues					
Direct Costs	$ 78,148	$ 78,148	$ 78,148	$ 78,148	$ 78,148
Less: Incremental Revenue/Recovery	-	-	-	-	-
Net Cost/(Benefit)	$ 78,148	$ 78,148	$ 78,148	$ 78,148	$ 78,148
Less: Existing Budget Amounts	78,148	78,148	78,148	78,148	78,148
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Funding for the grant to the Boys & Girls Clubs of Winnipeg Inc. is within the existing Community Services budget. The budgeted amount of $78,148 includes a $75,509 grant for operational costs and 2,639 to cover the municipal taxes for the Aberdeen Club's portion of the school division's property. It should be noted that $2,568 is the amount of municipal taxes for the 2006 tax year. This amount could be subject to yearly increases or decreases depending on the actual increase or decrease in the property taxes charged by the City of Winnipeg. The Water, Sewer and Street Renewal levies on the City of Winnipeg tax bill are not included in this annual amount.

Cindy Fernandes
Acting Manager
Finance and Administrative Services

IN PREPARING THIS REPORT THERE WAS:

Internal Consultation With and Concurrence By:

- Corporate Services Department, Legal Services Division
- Corporate Finance Department, Taxation and Revenue Branch, Insurance Section
- Property Assessment Department
- Public Works Department
- Planning Property & Development Department

External Consultation With:

- Mike Owen, Executive Director, Boys & Girls Club of Winnipeg Inc.

THIS REPORT SUBMITTED BY:

Department: Community Services
Division: Community Development and Recreation Services
Prepared by: Joy Hildebrand and Tim Fergus
File No.

Appendix A

THIS AGREEMENT made in duplicate this as of the 1st day of January, A.D. 2007

BETWEEN:

THE CITY OF WINNIPEG,
(Herein referred to as “the City”),

OF THE FIRST PART

-And-

BOYS & GIRLS CLUBS OF WINNIPEG INC.
(herein referred to as “the Club”),

OF THE SECOND PART

WHEREAS the Club operates, amongst other services, community development and recreation programs for children and youth at two facilities in the City of Winnipeg, namely, Unit #4-200 Isabel Street and 415 Stella Avenue;

AND WHEREAS the City is desirous that the Club continue to operate such programs and the Club is agreeable to do so on the terms and conditions herein set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. The Club shall, during the term of this Agreement conduct such operations as are described in Schedule “A” to this Agreement and shall provide such other children and youth services as shall be determined by the Board of Directors of the Club in consultation with the Standing Policy Committee on Protection and Community Services of the City and the Community Services Department of the City.

2. The City agrees to provide funding to the Club during the term of this Agreement as follows:

   a. a sum of $75, 509 adjusted at a rate consistent with any increase or decrease in the Current Estimates of the Community Services Department as approved by City Council ; and

Such funding shall be payable in twelve (12) equal monthly payments, on the first day of each month, during each year.

3. That the City of Winnipeg, on an annual basis, will be responsible for the payment of that portion of the municipal property taxes (not including Water, Sewer and Street Renewal levies) levied on the City-leased Community Recreations property located at Nijimahkwa School, 415 Stella Ave. (Aberdeen Club);

4. The building located at Freight House, #4-200 Isabel Street is owned and operated by the City of Winnipeg. The Property Assessment Department has confirmed that the property is exempt under clause 22(1) (a) (i) of the Municipal Assessment Act and that the proposed occupier is a non-profit organization that uses or operates the property as a community hall, community recreation area, community centre or community rink.

5. The Club may be requested to make a presentation to the Committee on Protection and Community Services of the City in each of the years 2007 to 2011 inclusive, outlining the objectives achieved by its recreation programs and accounting for the monies received during the year in order that the Committee may evaluate such programs.

6. There shall be an annual review meeting held between representatives of the Club and the Community Services Department of the City to evaluate the services provided by the Club and to discuss and share the information relative to recreation programs. Prior to such a meeting, the Club shall provide the Community Services Department with information relating to its operation including:

a. a list of the membership of the Board of Directors including names, position and responsibilities;

b. annual staffing information detailing by facility the number of staff and a description of their job position;

c. annual information relating to training and development activities engaged in direct service staff to the Club;

d. the operating budget estimate;

e. the monthly financial statements for the current fiscal year of the Club;

f. the audited financial statements for the previous fiscal year of the Club;

g. the minutes of the most recent Annual General Meeting;

h. the Club's by-laws and Constitution.

7. In addition to the information contained in clause 6, the Club shall provide the Community Services Department of the City, on a quarterly basis, (ie. March 1, June 1, September 1, and December 1) statements detailing by each Facility:

the attendance at activities provided pursuant to this Agreement;

the nature of the activities provided by the Club pursuant to this Agreement;

the age/sex ratio for all activities provided pursuant to this Agreement;

8. The Club shall provide for the appointment, during the term of this agreement, of a representative of the Community Services Department as an ex-officio director of the Club's Board of Directors.

9. a) Except for any loss, injury, damages caused by or due to negligence or deliberate act or omission of the City, its servants, agents, employees or others for whom it may at law be responsible, the Club shall assume all risk of loss and damage of any kind howsoever caused and hereby undertakes to indemnify and keep indemnified the City from and against all claims, actions or proceedings for loss, injury, damages or compensation by any person, whether real or personal property, wheresoever situated, or by any person whomever (including the Club, or any member, employee, agent, licensee, invitee, tenant or third party whether claiming through or under the Club or otherwise) caused by reason of or in any way attributable to the Club's performance or its failure to perform its obligation under the Agreement or otherwise by reason of the Club providing or failing to provide any children and

youth service or recreation programs; it being understood and agreed that in case any such claim, action, suit or demand be brought or made against the City, the City shall give the Club notice thereof and if the Club does not within ten (10) days thereafter forbid the City to do so, the City may, if it sees fit, compromise such claim, action, suit or demand, and that if the Club forbids the City to make such a compromise within the said period, or no such compromise be effected, then the Club will and does hereby covenant and agree to pay the City on demand the sum or sums paid in settlement of any such claims, action, suit, demand, together with all other costs and expenses howsoever arising in connection therewith, including such as represent the reasonable value of any service rendered by the City Solicitor, charged on the same basis as if the said Solicitor were not receiving a salary or remuneration from the City, but was a private practitioner.

9 b) To further safeguard the City, the Club agrees to keep in full force and effect during the term of this Agreement:

(1) Commercial general liability insurance, in the amount of at least two million dollars ($2,000,000.00) all inclusive, with The City of Winnipeg added as an additional insured, a cross-liability clause; such liability policy to also contain tenant's legal liability, contractual liability, non owned automobile liability and a products and completed operations endorsement;

(2) An "all risks" property insurance policy for full replacement cost (without deduction for depreciation) insuring all contents and tenant's improvements;

All property damage or loss policies written on behalf of the Club shall contain a waiver of any subrogation right which the Club's insurers may have against the City and against those for whom the City is, in law, responsible, whether any such damage is caused by the act, omission or fault of the City or by those for whom the City, is, in law, responsible;

AND loss, if any, shall be payable to The City of Winnipeg, as their interests may appear;

AND deductibles shall be borne by the Club;

AND the Club shall not cancel, materially change, or cause any such policy or policies to lapse without minimum fifteen (15) days prior written notice to the City of Winnipeg;

AND the Club shall file with the City a Certificate of Insurance in a form satisfactory to the City Solicitor;

AND the City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

10. The term of this Agreement shall be a five year term commencing on January 1, 2007 and terminating on December 31, 2011, provided that either party may terminate same without compensation upon written notice delivered to the other party not less 90 days in advance of the proposed termination date. It is agreed that any such notice may be sent correctly addressed, prepaid registered mail which shall then be deemed to have been received four business days after it was mailed. In the event of termination, an accounting of funds received by the Club from the City shall be made and any unused funds shall be returned to the City.

11. This Agreement may be renewed or extended by mutual consent of both parties and it is agreed that representatives of the Club and the Community Services Department will jointly review the appropriateness of the funding

formula not less than 90 days prior to the parties entering into a funding agreement for a further term.

The City shall advise the Club by October 1, 2011 if it does not wish to renew or extend this Agreement.

12. The Club shall comply with and conform to all federal and provincial laws, regulations and requirements and all municipal by-laws and licensing requirements in operating said recreation programs. The Club shall be responsible for paying all fees related to licensing requirements.

13. That the rights granted to the Club shall not be transferred or assigned in any way.

14. That the Club provides a staffing plan for the supervision, maintenance and safety of the Facilities for approval by the Director of Community Services Department, or designate, and, if required, to make any revisions or, modifications to such plan to satisfaction of the Director.

15. The City shall have the right at any time to eject from the Facilities or refuse admittance to any person who is creating a disturbance in an objectionable or unacceptable manner, in the opinion of an employee of the City acting reasonably, which employee has the responsibility for the supervision of such Facility (Director of Community Services Department or the Director of Public Works Department or an authorized designate).

16. That the following as referenced in a), b), c), d) and e) of this clause is not permitted without the prior written consent of the Community Services Department or the Public Works Department:

a) The consumption of liquor within the Facilities. If approval is granted, an Occasional Permit must be obtained pursuant to the Liquor Control Act; and evidence of Host Liquor Liability insurance is required.

b) Constructing, erecting, or attaching or causing or permitting to be constructed, erected, or attached any device, fixture or other thing of any nature to any part of the Facilities;

c) The supply of food and/or refreshments at the Facilities, as related to the delivery of community development and recreation programs offered, must comply with all health regulations and bylaws;

d) The Facilities are not to be used for any catering purposes;

e) Advertising at the facilities. The Club agrees to pay all costs related to the advertising of the programs they offer.

17. To pay the City of Winnipeg $1.00 for the use of the facility hereby of which is acknowledged.

18. The Club agrees to provide and insure all equipment used for the delivery of Community Development and Recreation programs.

19. The Facilities shall be operated by the Club on such days and during such hours as determined by the Club in consultation with the Committee on Protection and Community Services of the City and the Community Services Department of the City. The Club shall provide prior written notice to the City of any changes to the hours of operation of the Facilities.

20. The Club agrees to offer community development and recreation services at no cost to the participants of their program.

21. That if the Club fails to pay any monies required to be paid towards

this Agreement at the time the monies are required to be paid, or if the Club fails to comply with any conditions of this Agreement, the City may terminate this Agreement with thirty (30) days' notice and consequently, all rights of the Club are also terminated.

22. To surrender the Facilities to the City in an acceptable condition upon the termination or expiration of this Agreement, ordinary wear and tear excepted. The Club is responsible for any additional costs that may be incurred over and above the provisions outlined in this Agreement (i.e. preparation, clean-up, maintenance, replacement, repairs), ordinary wear and tear excepted.

23. That any agent or employee of the City shall at all reasonable times be entitled to enter upon and inspect either of the Facilities and make any alterations, repairs, or additions as deemed necessary by the Community Services Department or the Public Works Department.

24. At the request of the Director of Public Works Department or designate to remove all chattels including equipment, displays, goods and belongings of the Club from the Facilities excepting improvements installed on site on or before the termination of this Agreement. If the Club fails or neglects to do so, the City may remove and store the same at the expense of the Club without liability to the City for any loss or damage. Notwithstanding same, it is understood that the Club will be able to store contents at the facility in the off-season in an orderly manner. (According to Fire Code Regulations)

25. That the City is not responsible for any damage to or loss of any equipment or belongings of the Club brought into either of the Facilities.

26. That the use of the Facilities shall be limited to community development and recreation activities, programs and events only, and, for no other purposes unless approved in writing by the Director of Community Services, or designate.

27. That the use of the Facilities shall be limited to activities planned and organized by the Club only. The Facilities may not be sub-leased to any other organization.

28. The Club is solely responsible to maintain the Facilities in a neat and tidy condition (ordinary wear and tear excepted) and to perform facility maintenance, as indicated in clause #32 of this Agreement, in a manner satisfactory to the Director of Public Works Department or designate, acting reasonably, during all times being used by the Club.

29. The City agrees to pay all utility costs, (excluding telephone service).

30. If an unsafe condition exists at either of the facilities and the Club has been deemed responsible for the existence of the unsafe condition, the City at its sole option may close such Facility until corrective action is undertaken to the satisfaction of the Director of Public Works Department, or designate, acting reasonably, and the Club will be billed accordingly.

31. The Club shall:

a. ensure that access to the Facilities is conducted in a careful manner in compliance with the provisions of any applicable environmental, health or safety statutes, regulations, orders or directives of any government or governmental agency having jurisdiction over such operations;

b. ensure that all environmental contaminants are received, handled, used, stored, treated, shipped and disposed of in the manner required from time to time by applicable laws, by-laws, regulations, rules or

requirements of all authorities having jurisdiction over the Facilities or the Club;

c. not release into the environment, or deposit, discharge, place or dispose of, at, on or near the premises, any dangerous goods as that term is defined in The Dangerous Goods Handling and Transportation Act, (Manitoba), as amended, re-enacted or replaced from time to time;

d. comply with all applicable statutes, by-laws, ordinances and regulations pertaining to the use of the Facilities as herein contemplated.

32. The Club agrees to be responsible for first line maintenance including, but not limited to, all janitorial services, replacement of light bulbs, snow removal by all entrances and exits, painting, replacement of filters in the heating system, window cleaning, plumbing maintenance, electrical maintenance and security. The Club agrees to ensure the Facilities are locked securely at the end of their program and to maintain a secure environment during its programs. The Club is required to provide the Public Works Department with an accurate listing of individuals to call in response to security needs after normal operating hours.

33. The City agrees to provide second line Maintenance including, but not limited to, fire protection equipment, roof repairs and/or replacement, furnace, building envelope repairs, structural repairs, and repairs and/or replacement of plumbing, electrical and other mechanical systems. The City agrees to maintain and supervise the security systems at 415 Stella Avenue forming part of the Facilities. The Club agrees to maintain and supervise the security systems at #4-200 Isabel Street forming part of the Facilities. Where concerns arise that relate to the maintenance of the Facilities the Club should address these concerns to the attention of the Public Works Department.

34. The Club agrees to allow the City to make use of the washroom facilities and to gain access to related program equipment at 415 Stella Avenue forming part of the Facilities to allow for the operation of the Wading Pool Program. The City and the Club agree to meet annually in April to discuss the hours of operation of the programs and to outline the details related to jointly sharing the maintenance and supervision responsibilities for those areas that are used by both programs.

35. Any dispute arising from the interpretation, application or administration of this Agreement or any subsequent terms of renewal hereof shall be considered in the first instance by the Manager of the Community Development and Recreation Services Division, and/or the Manager of Building Services Division, in the second instance by the Director of Community Services Department, and/or the Director of Public Works Department and lastly by arbitration in accordance with the provisions of *The Arbitration Act* (Manitoba).

36. Nothing in this Agreement shall be deemed or construed to confer liability on the City, either directly or indirectly, concerning any aspect of the operation of the Club or consequence arising there from, unless such liability arises or would arise from a negligent act or omission of the City, its servants, employees, agents or of the others for whom the City may at law be responsible.

THE CITY OF WINNIPEG

_____
Mayor

_____
City Clerk

BOYS & GIRLS CLUBS OF WINNIPEG INC.

_____

_____

Approved as to
Content and details:

_____
A/Director of Community Services Department

Certified as to form:

_____
City Solicitor/Manager of Legal Services Department

Schedule “A”

1. The Club shall operate community development and recreation Programs to serve the needs of children and youth “at risk” in the City Of Winnipeg.
2. The City shall permit the Club to use the facilities located at Unit #4-200 Isabel Street and 415 Stella Avenue in the delivery of such community development and recreation programs for the term of January 1, 2007 to December 31, 2011.
3. The Club shall plan, develop, implement, conduct and evaluate a broad range of programs on a year round basis for children and youth. Such programs shall include community development and leisure activities that allow for social interaction, creative expression and the development of physical and mental skills.
4. The programs shall be available for children and youth between the ages of six (6) and eighteen (18) years regardless of ability or economic status.
5. The Club shall actively seek involvement of children and youth and other leisure service agencies within the areas serviced by the Club in the planning process for the provision of coordinated leisure opportunities to ensure the children and youth have an enjoyable and high quality experience.
6. The Club shall provide a leisure education component as part of the programming for children and youth in order to develop their awareness and understanding of leisure and its benefits and to encourage their involvement in all available community leisure opportunities.