REPORT OF THE

EXECUTIVE POLICY COMMITTEE

DATED OCTOBER 31, 2001

On motion of His Worship Mayor Murray, the Report of the Executive Policy Committee, dated October 31, 2001, was considered clause by clause.

Moved by His Worship Mayor Murray,
That the Consent Agenda, Clauses 1,2,3, and 4, be adopted.

Carried.

Lane Corner Widening at the Rear of 545 Newman Street
File DAO 7/2001

19 - 1. The Executive Policy Committee has been advised that the corner widening requires a lane opening by-law pursuant to Section 495 of The City of Winnipeg Act.

In February 2000, Council adopted the recommendation made in a report from the Committee on Public Works that the City acquire the property shown as "Proposed Lane Opening". The Real Estate Division of the Planning, Property and Development Department was instructed to initiate negotiations for the acquisition of the property, which is required to accommodate the turning radius of large vehicles (garbage trucks, snow plows) in the lane.

The property has now been purchased and the legal aspects of the acquisition have been completed. The City of Winnipeg is now in a position to dedicate the property as a public lane.

This report is submitted in accordance with the provisions of By-law No. 7325/98, a by-law to amend current procedures to allow certain street opening and closing applications to be submitted to the Executive Policy Committee for report to Council without the requirement to be reviewed by a Standing Policy Committee.

The following criteria must be met before the authority given in the by-law may be exercised:

1. The proposed opening and acquisition must have been approved by the Director of Public Works.
2. The proposed opening must have been submitted to all affected City Departments and public utilities with no objections having been received.
3. Any conditions regarding engineering aspects (i.e. relocation of facilities) must have been mutually agreed to.
4. The affected property owner(s) must have agreed to the terms and conditions of the acquisition of the land required for the proposed opening.
5. The terms and conditions of any agreements concerning the proposed opening and acquisition must have been approved by the Director of the department that requested the opening and either the Standing Committee on Fiscal Issues, the Standing Policy Committee on Property and Development or the Director of Property and Development Services, as is appropriate.

All of these criteria have been met.

Funding for the cost of registering the documents effecting the opening by-law in the Winnipeg Land Titles Office is available under Account No. 03 1181175196100704. These costs are considered to be immaterial.

The Executive Policy Committee recommends:

I. That the City Solicitor/Manager of Legal Services be instructed to prepare the necessary by-law for submission to Council to effect the lane corner widening in accordance with Schedule "A", Misc. Plan No. 8085/2.

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

Report of the Executive Policy Committee dated October 31, 2001

Copy of attachment referred to in the above clause is on file in the office of the City Clerk.

Adopted by consent

Appointment of Sinking Fund Trustees for The City of Winnipeg
File GC-7 (Vol. 31)

20 - 2. The Executive Policy Committee has been advised that Marshall G. Smith and Dr. John McCallum are City representatives on the Sinking Fund Trustees and their current terms expire on October 31, 2001.

Mr. Scott Penman is being appointed to replace Mr. Alan G. Howison who is "retiring" from the Sinking Fund Trustees following 24 years of meritorious service on the Sinking Fund Trustees.

In accordance with The City of Winnipeg Act, the City is empowered to raise funds through the issuance of debt securities or other means of borrowing. When the City passes a by-law authorizing the issuance of a new debt instrument it may choose to issue a "sinking fund" note or debenture. The "sinking fund" debt security is characterized by a requirement that obliges the City to provide for its orderly repayment through a system of levies paid into a reserve fund known as the Sinking Fund. The by-law establishes the annual levy rate which is paid to the Sinking Fund on its anniversary. This obligation to pay the levy is considered a debt of the City which is to be paid to the Sinking Fund (Trustees). In turn, the Sinking Fund (Trustees), at the request of the City, is obliged to pay to the City, at or before maturity date of each respective sinking fund debenture, all amounts collected by way of levy, together with interest accrued thereon.

In accordance with Sections 314-332, inclusive, of The City of Winnipeg Act, the Sinking Fund Trustees are empowered to act and manage the monies deposited by the City into the Sinking Fund. The Sinking Fund Trustees, as trustees of the Sinking Fund, have custody of the Sinking Fund for the purpose of investing the monies deposited into the Sinking Fund in a manner which shall accommodate the retirement of the sinking fund debt securities either before, or at, their respective maturities.

The Sinking Fund Trustees are also the trustees of eight City of Winnipeg Reserve Funds and are responsible for investing the monies deposited into these reserves in a manner which will achieve the reserves' stated objectives.

Mr. Marshall G. Smith and Dr. John McCallum have served on the Sinking Fund Trustees for many years and it is recommended that they be re-appointed as they continue to make a very valuable contribution.

It is further recommended that Mr. Scott Penman be appointed to the Sinking Fund Trustees to replace Mr. Alan Howison who is "retiring" following 24 years of meritorious service on the Sinking Fund Trustees. Mr. Penman has been with the Investors Group since 1981 and has been President and Managing partner of I.G. Investment Management Ltd., since 1998.

This recommendation is consistent with a separate report from the Chairperson of the Employee Benefits Board which also recommends the re-appointment of Mr. Smith and Dr. McCallum as Members of the Investment Committee and the appointment of Mr. Scott Penman.

There are no financial implications associated with the recommendations of the report.

The Executive Policy Committee recommends:

I. That Mr. Marshall G. Smith be re-appointed to the Sinking Fund Trustees for a one year term, from November 1, 2001 to October 31, 2002.

II. That Dr. John McCallum be re-appointed to the Sinking Fund Trustees for a three year term, from November 1, 2001 to October 31, 2004.

III. That Mr. Scott Penman be appointed to the Sinking Fund Trustees for a one year term, from November 1, 2001 to October 31, 2002.

Report of the Executive Policy Committee dated October 31, 2001

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

Adopted by consent.

Appointments to the Employee Benefits Investment Committee
File GC-7 (Vol. 31)

21 - 3. The Executive Policy Committee has been advised that Mr. Marshall G. Smith and Dr. John McCallum are City representatives on the Employee Benefits Investment Committee and their current terms expire on October 31, 2001.

Mr. Scott Penman is being appointed to replace Mr. Alan G. Howison, who is "retiring" from the Investment Committee following 24 years of meritorious service on the Investment Committee.

Section 15 (1) of the Civic Employees' Pension Plan By-law (By-law No. 5300/89) states:

"The Investment Committee shall consist of:

(a) two (2) persons appointed by the Members' Representatives for such term as may be fixed by the Board; and

four persons, at least three of whom shall be chosen for their investment experience and competence, appointed by Council for such term as may be fixed by Council, after considering the advice and comments of the Board Members who are not Member Representatives."

Messrs. Smith and McCallum have both served on the Employee Benefits Investment Committee for a number of years and it is recommended that they be re-appointed as they continue to make a very valuable contribution to this Committee.

It is recommended that Mr. Scott Penman be appointed to the Employee Benefits Investment Committee to replace Mr. Alan Howison who is "retiring" following 24 years of meritorious service on the Investment Committee. Mr. Penman has been with the Investors Group since 1981 and has been President and Managing Partner of I.G. Investment Management Ltd., since 1998.

There are no financial implications associated with the recommendations of this report.

The Executive Policy Committee recommends:

I. That Mr. Marshall G. Smith be re-appointed to the Employee Benefits Investment Committee for a one year term, from November 1, 2001 to October 31, 2002.

II. That Dr. John McCallum be re-appointed to the Employee Benefits Investment Committee for a three year term, from November 1, 2001 to October 31, 2004.

III. That Mr. Scott Penman be appointed to the Employee Benefits Investment Committee for a one year term, from November 1, 2001 to October 31, 2002.

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

Adopted by consent.

Report of the Executive Policy Committee dated October 31, 2001

Reactivation of Levies for Local Improvements Deferred (Renewal) on Lavalee Road which were Deferred Under By-law No. 6857/96

File SL-3 (Vol. 15)

22 - 4. The Executive Policy Committee has been advised that the maximum five (5) year period granted by Deferment By-law No. 6857/96 expired on July 24, 2001 and only Council can approve the reactivation by-law.

On April 22, 1994, a wastewater sewer was advertised in Lavalee Road that affected the subject property. Mr. Clovis Beaudry requested a petition against the proposed work which was sufficiently signed against by 63.8% of the total assessable frontage; therefore, defeating the improvement.

On October 19, 1994, Council declared the property owned by Manitoba Hydro unfit for building purposes and accordingly exempted from Local Improvement levies.

A Petition "For" was requested on January 3, 1995 by one of the residents on Lavalee Road and returned March 8, 1995 resulting in 36.2% of the total assessable frontage signing. Privately owned frontage in favor was 72.39%. Mr. Clovis Beaudry did not sign this petition.

On May 30, 1995, the Committee on Works and Operations recommended the project be proceeded with and was adopted by Council on June 14, 1995. The wastewater sewer was constructed in 1995 and assessed on the 1996 Tax Bill.

On May 21, 1996, an application for deferment was received from Mr. Beaudry and was granted July 24, 1996 under By-law No. 6857/96. The deferment granted was for a five (5) year period that has now expired.

Conditions set forth in Deferment By-law No. 6857/96 stated:

> "The deferment permitted under this by-law shall cease upon the occurrence of the following:
>
> i. Upon the fifth anniversary of passing of the by-law"
>
> "When the lands herein become subject to special assessments as a result of cessation of deferment, such special assessment shall be levied against the said lands at the then prevailing rates and paid at the prevailing cash cost or amortized at the then current capital borrowing rates."

The fifth anniversary of the enactment of By-law No. 6857/96 was July 24, 2001.

There is no financial impact to The City of Winnipeg. The deferment was recorded as a receivable on the Balance Sheet.

The Executive Policy Committee recommends:

I. That the deferments authorized under By-law No. 6857/96 cease, and that the appropriate assessments be reactivated with a requirement for payment to be made in either of two ways defined hereunder:

	Cash Payment	Term	Annual Levy
Wastewater Sewer	$1,862.00	2001 – 2020	$184.04

a. The local improvement may be paid for at the prevailing cash cost up to and including the last day of the month subsequent to that during which the cash cost statement is mailed (immediately pursuant to the passing of the reactivating by-law).

b. First levy(s) payable at par up to and including the last day of the month subsequent to that during which the tax statement is mailed (immediately pursuant to the passing of the reactivating by-law).

The second and all the following levies will be scheduled to appear on the City's normal annual tax bills for the prescribed terms with the usual provisions for prepayment by commutation to apply.

Report of the Executive Policy Committee dated October 31, 2001

II. That the foregoing reactivation be assessed against Lot 12, Plan 23010, 46/47 St. Vital C.T. 1482855.

III. That the reactivation by-law prepared by the City Solicitor/Manager of Legal Services be adopted by City Council.

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

Adopted by consent.

REPORT OF THE

EXECUTIVE POLICY COMMITTEE

DATED NOVEMBER 14, 2001

On motion of His Worship Mayor Murray, the Report of the Executive Policy Committee, dated November 14, 2001, was considered clause by clause.

Moved by His Worship Mayor Murray,
That the Consent Agenda, Clauses 1,2,3 and 4, be adopted**.**

Carried.

Renewal of Funding Agreement Between the Main Street Project and The City of Winnipeg File EH-2 (Vol. 20)

23 - 1. The Executive Policy Committee has been advised that the current City of Winnipeg five-year funding agreement with the Main Street Project (MSP) expires December 31, 2001. Main Street Project has requested that the City enter into a new funding agreement in order to continue its funding commitment to the project.

Funding for non-profit organizations by way of a line item in the current estimates must be directed to Executive Policy Committee for approval.

The City of Winnipeg, the Province of Manitoba Addictions Foundation of Manitoba and the United Way have jointly funded the Main Street Project since 1975.

Currently, the Winnipeg Regional Health Authority is the core funder of the Main Street Project's crisis services, emergency shelter and detoxification centre.

The United Way, The City of Winnipeg and The Province of Manitoba fund the Main Street Project's Mainstay Residence through a combination of formal funding agreements, a housing subsidy and per diem payments for social assistance clients.

The Winnipeg Police Service pay per diem payments on behalf of intoxicated persons detained at the crisis shelter under the Intoxicated Persons Detention Act (IPDA).

Other programming (Continuing Care and Community Development) is funded through a combination of donations, the Winnipeg Regional Health Authority and more recently the Federal Government through Human Resource Development Canada's Homelessness Initiative.

In 2000, total City support represented approximately 16% of Main Street Project's total budget. The remainder of funding was provided by the Winnipeg Regional Health Authority (61%), The Province of Manitoba (12%), the United Way (5%), the Federal Government (2%) and other donations (4%). City support consisted of a combination of:

- $196,225.00 in per diem payments from the Winnipeg Police Service
- $104,225.00 by way of formal funding agreement

City funding by way of a formal funding agreement has been specifically allocated to the Mainstay Residence for numerous years, based on the former Social Service Departments reliance on this shelter for social assistance recipients.

In 1996, the funding agreement with Main Street Project encompassed a base amount of $98,600.00 with cost of living adjustments in each subsequent year of the agreement. In 2001, Main Street Project will receive $106,518.00, which represents approximately 22% of Mainstay Residence's total budget.

The Main Street Project provides several unique and valuable programs in the community including crisis services and emergency shelter, a detoxification unit, continuing care, community development, the Mainstay Residence,

Report of the Executive Policy Committee dated November 14, 2001

and an Intoxicated Persons Detention Area. Based on prior mandates and responsibilities, The City of Winnipeg, through a series of formal funding agreements, has been directing its support to one of its programs, the Mainstay Residence.

Mainstay is a 34-bed residence, which provides 24 hour supervised shelter for people who are unable to secure regular housing in the community due to active substance abuse, lifestyle and/or mental health problems. Mainstay was originally intended to provide short-term housing to help transition individuals to the community. However, as a consequence of the complex needs of its residents, Mainstay has shifted to longer-term supportive housing. As such, Main Street Project is faced with additional challenges and has commenced discussions with its other core funders in terms of increased needs and funding requirements. Main Street Project is requesting that the Province of Manitoba increase per diem rates to assist in covering operating costs for the Mainstay program.

Continued City support for Main Street Project is warranted, given both the ever-growing demand for supportive services and the magnitude of valuable services provided which are preventative in nature and lend themselves to enhancing the quality of life in the downtown area. Main Street Project provides numerous preventative services through their Community Development Program, including housing placement and outreach services, donated furniture distribution, and volunteer opportunities to allow people to make a contribution to their neighbourhood. Main Street Project plays a vital role in the downtown area helping individuals to gain a sense of community and contribute to the health and safety of the area around them.

The proposed recommendation provides continued support for Main Street Project at the same funding level as last year and begins to shift City support from the Mainstay Residence exclusively, to more preventative services offered through their Community Development Program. This allows Main Street Project the flexibility to utilize City funding dollars for supportive and preventative programming where most needed, yet not jeopardize the continued operation of the Mainstay Residence while longer term funding strategies for the residence are determined. Such funding is consistent with other agencies that the City currently funds and meets the criteria for funding, as outlined on Appendix "A", adopted by Council in 1994.

The City has a lengthy history of supporting Main Street Project, and continued support would contribute to the principles of Plan Winnipeg with regards to Main Street revitalization, promoting neighbourhood safety and making the downtown an attractive and vibrant place for Winnipeggers and visitors.

Funds have been budgeted in the City's Preliminary 2002-2004 estimates for this grant, as outlined on Appendix "B". The agreement expires on December 31, 2004. The 2001 amount, which has already been paid, amounted to $106,518.00**.**

The Executive Policy Committee recommends:

I. The City of Winnipeg enter into a new funding agreement with Main Street Project commencing January 1, 2002 and ending December 31, 2004 to assist in the provision of supportive and preventative services, including, but not limited to, social and recreational programming; counseling; and housing placement and outreach services for homeless or at risk of being homeless individuals in the downtown area.

II. That on the condition of Recommendation I being approved, the Proper Officers of the City be authorized to do all things necessary to have the necessary agreement prepared, with said agreement to provide for funding in the amount of $106,518.00 for the period January 1, 2002 to December 31, 2004.

Copy of attachment referred to in the above clause is on file in the office of the City Clerk.

Adopted by consent.

Refinancing of Debt Issued Pursuant to By-law No. 5838/92 - $100,000,000.00 – 8.875% Maturing February 19, 2002

File FC-2 (Vol. 18)

24 - 2. The Executive Policy Committee has been advised that Section 292(3) of The City of Winnipeg Act requires the City to make application to the Minister of Finance before the February 19, 2002 maturity date.

Report of the Executive Policy Committee dated November 14, 2001

The City of Winnipeg on February 19, 1992 issued $100,000,000.00 ten year Sinking Fund Debentures pursuant to By-law No. 5838/92 which will mature on February 19, 2002. A Sinking Fund Reserve in an amount of $56,600,516.40 for the by-law will be available February 19, 2002 requiring the shortfall of $43,399,483.60 for the by-law, to be refinanced.

The Executive Policy Committee recommends:

I. That Council approve an initial borrowing by-law in an amount of $43,399,483.60 duly approved as to financial details by the City Treasurer and certified as to form by the City Solicitor/Manager of Legal Services to provide for the refinancing of debt issued pursuant to By-law No. 5838/92.

II. That the City Solicitor/Manager of Legal Services be authorized to do all things necessary to effect the intent of the foregoing.

Copy of attachment referred to in the above clause is on file in the office of the City Clerk.

Adopted by consent.

Proposed Towing Tender Cost Recovery
File GF-2 (Vol. 54)

25 - 3. The Executive Policy Committee has been advised that the Standing Committee on Fiscal Issues has jurisdiction to advise the Executive Policy Committee on corporate fees and charges policies.

On a triennial basis the City tenders for towing services. The Police Services Towing portion represents the majority of the work under this contract. The vehicles that are towable under this section are those that have been issued either a parking ticket or other traffic offense notice. In these situations the owner of the vehicle is responsible for payment of the towing fee.

Considerable time and effort of various City staff is required to put this contract in place. The Winnipeg Police Service, Traffic Division must inspect all vehicles, compounds and perform criminal record searches. The inspection of each of the Bidders equipment requires three (3) Police Constables and one (1) Sergeant to be available for a period of three (3) days. There is the potential for three (3) Bidders to submit bids. Once the contract has been put in place the Police Towing Administrator estimates one person spends approximately 45 minutes per day administrating this contract. The Traffic Division has costs that are easily identifiable and directly attributable to this tender. The total costs associated with the inspection of the equipment and the daily administration of this contract are approximately $31,400.00 over a three (3) year period, as outlined on Appendix “A”. However, this does not include all the City staff time involved in the process which entails the development of the technical specifications, the issuance of the tender document, evaluation of bid submissions and award of the contract. Both the Materials Management and Legal Services Divisions are also involved in and expend considerable time in this tendering process.

On an annual basis approximately 12,000 vehicles are towed by the towing contractor. On a triennial basis this represents 36,000 vehicles being towed where a fee could be levied. By implementing a fee of a dollar per tow the Police Service costs could be recovered. It is anticipated that at a fee of two dollars per tow that the costs incurred by Materials Management, Legal Services and others associated with research and development of the technical specification, the tendering process and award process could also be recovered, as outlined on Appendix “B”. Legal Services has advised that the implementation of a cost recovery fee would not require a by-law or other enacting legislation.

In summary, on a triennial basis:

Number of Vehicles Towed	Cost Recovery Fee	Total Recovery
36,000	$1.00	$36,000.00
36,000	$2.00	$72,000.00

Report of the Executive Policy Committee dated November 14, 2001

The Executive Policy Committee recommends:

I. That City Council approve a fee of $2.00 per tow to recover the costs of preparing and administering the police section of the towing tender contract, for an increase in revenue of $72,000.00 over the three year contract period.

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

Copy of attachment referred to in the above clause is on file in the office of the City Clerk.

Adopted by consent.

Canwest Global Communications Corporation Expansion: Request for a Change to the Commencement Date for the Economic Incentive Package
File EP-1.2.3 (Vol. 3)

26 - 4. The Executive Policy Committee has been advised that Council approval is required to change the effective dates of the CanWest Global Communications Corporation Expansion Economic Incentive Agreement.

On June 20, 2001, City Council approved an Economic Incentive Package estimated at $3.11 million over a thirteen year period (2002 – 2014) as a contribution towards the CanWest Global Communications Corporation (CanWest) expansion within Winnipeg.

On September 13, 2001, CanWest requested a one year delay in the commencement date from January 1, 2002 until January 1, 2003.

Conceptually, The City of Winnipeg proposal was based upon providing CanWest with an economic incentive package equal to the estimated municipal portion of the property taxes and the business taxes within the proposed new facilities for a ten year period. CanWest must achieve certain job, payroll, and leased space targets within the downtown in order to achieve the maximum benefit. There is also a provision to allow CanWest a possible three year extension, if required, to access any unused qualifying incentive.

The proposed economic incentive package was established on the basis of an estimated 1,200 new positions, a payroll of $36 million annually, and 127,500 square feet of leased space within downtown Winnipeg.

CanWest has confirmed verbally that although they have leased the space within the downtown as planned, their target employment numbers are coming on-line later than originally anticipated. CanWest currently estimates that they will have the equivalent of 280 full-time (incremental) positions for the period beginning April 1, 2001 and ending March 31, 2002 (the Provincial year end). CanWest also has forecasted that they will have 462 full-time equivalent (incremental) positions for the period beginning April 1, 2002 until March 31, 2003.

Were these targets to be achieved, CanWest would receive a payment of approximately 38% of its eligible municipal portion of property and business taxes for the year 2003. In the interim (until the commencement date of the Agreement), CanWest will be required to pay their full municipal portion of property taxes and their business taxes without the benefit of the economic incentives.

The administration recommends the approval of the CanWest request. Should Council approve the request, the effective dates for the Agreement will be January 1, 2003 until December 31, 2015. The Chief Administrative Officer has previously been authorized to finalize and approve the terms and conditions of all agreements.

The financial impact, as outlined on Appendix “A”, is that the commencement date of the tax credits would be delayed by one year, commencing in 2003 instead of 2002.

Report of the Executive Policy Committee dated November 14, 2001

The Executive Policy Committee recommends:

I. That Council approve a requested change to the commencement date for the Economic Incentive Agreement towards the CanWest Global Communications Corporation expansion within Downtown Winnipeg from January 1, 2002 to January 1, 2003.

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

Copy of attachment referred to in the above clause is on file in the office of the City Clerk.

Adopted by consent.

REPORT OF THE

EXECUTIVE POLICY COMMITTEE

DATED NOVEMBER 21, 2001

On motion of His Worship Mayor Murray, the rule was suspended and the Report of the Executive Policy Committee, dated November 21, 2001, was considered.

Approval of the Multi-Party and Venue Agreements - 2002 North American Indigenous Games

File GC-8 (Vol. 5)

27 - 1. The Executive Policy Committee has been advised that in 1999, Winnipeg was awarded the 2002 North American Indigenous Games by the NAIG Council. This award was based on a presentation made in December of 1997 by Manitoba Aboriginal Sports & Recreation Council, 3 levels of government, Tourism Winnipeg, Manitoba Metis Federation and the Assembly of Manitoba Chiefs.

Winnipeg has developed a proud tradition of enhancing and invigorating events that come to our City and the North American Indigenous Games will deliver its own special legacy to Winnipeg, to Manitoba and to future organizers in other host communities.

The Multi-Party Agreement, as shown on Appendix "B" outlines funding and servicing arrangements between the three levels of government and the Host Society for NAIG. The agreement includes the following:

- Organizational structure of the Host Society and government.
- Operation and management of the Games, inclusive of Business Plan and amendments.
- Policies governing the operation of the Games Society.
- Official Languages Policy.
- Financial contributions of all three levels of government including disbursements and use of funds and the Society's financial responsibilities, as well as governance of surplus or deficits, distribution of assets, protocol and ceremonial responsibilities, inclusive of accreditation; legacy, including legacy plan; implementation of agreement, including liabilities and indemnification, default and remedies.
- General provisions – conflict of interest waiver, agreement and relevant notification and amendments.

The City of Winnipeg, as part of the ongoing commitment to the NAIG, dedicated $1 M as our financial contribution to the funding of the Games, both in cash and value in kind. City Council approved this funding as part of the 2000 – 2002 Business Plan and budget cycle.

A Venue Agreement is outlined on Appendix "C". Entering into such agreements is a standard practice for multi-party endeavours, as it outlines mutual roles and responsibilities in accessing the City of Winnipeg's parks and facilities.

The Legal Services Division of the Corporate Services Department, the Financial Services Division of the Corporate Finance Department, Community Services Department and the Public Works Department were involved in the development of this report and the agreements.

Of the $1,000,000.00 budgeted for the 2002 North American Indigenous Games, $100,000.00 has been previously identified in 1999 and $200,000.00 had been previously identified in 2000, as outlined on Appendix "A".

The Executive Policy Committee recommends:

I. That Council approve the Multi-Party Agreement (as outlined on Appendix "B") among the Government of Canada, the Province of Manitoba, the City of Winnipeg, and the 2002 North American Indigenous Games Host Society (Winnipeg) Inc. and the Venue Agreement (as outlined on Appendix "C") between 2002 North American Indigenous Games Host Society (Winnipeg) Inc. and the City of Winnipeg.

II. That the Chief Administrative Officer be delegated authority to finalize such other agreements as may be supplementary or ancillary to the subject Multi-Party Agreement and Venue Agreement.

Report of the Executive Policy Committee dated November 21, 2001

Moved by His Worship Mayor Murray,
Adoption of the clause.

Carried.

(See next page for attachment)

Report of the Executive Policy Committee dated November 21, 2001

Appendix "A" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001

Financial Impact Statement

Date: November 19, 2001

Project Name:

2002 North American Indigenous Games

First Year of Program **2001**

	2001	2002	2003	2004	2005
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	$ 300,000	$ 400,000	$ -	$ -	$ -
Less: Incremental Revenue/Recovery					
Net Cost/(Benefit)	$ 300,000	$ 400,000	$ -	$ -	$ -
Less: Existing Budget Amounts	300,000	400,000	-	-	-
Net Budget Adjustment Required	$ -	$ -	$ -	$ -	$ -

Additional Comments: Of the $1,000,000 budgeted for the 2002 North American Indigenous Games, $100,000 had been previously identified in 1999 and $200,000 had been previously identified in 2000.

Carrie Erickson, CGA
Manager of Finance & Administration

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001

Agreement made as of the _____th day of _____, 2000.

AMONG:

Her Majesty the Queen in Right of Canada,
as represented by the Minister of Canadian Heritage,

(hereinafter called "Canada"),

- and -

Her Majesty the Queen in Right of Manitoba,
as represented by the Minister responsible for Sport,

(hereinafter called "Manitoba"),

- and -

The City of Winnipeg,

(hereinafter called "Winnipeg"),

- and -

2002 North American Indigenous Games Host Society (Winnipeg) Inc.,

(hereinafter called "the Society").

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

WHEREAS the Society has been incorporated to plan, organize, finance and stage the 2002 North American Indigenous Games ("the Games") and to leave a tangible legacy for Aboriginal sport and cultural activities for future generations.

AND WHEREAS all of the parties to this Agreement regard the Games as an event of national and international significance which will be a source of pride to Canadians, particularly its Aboriginal constituents, and a credit to Canada abroad.

AND WHEREAS the parties also recognize that the Winnipeg-based games constitute a major step in the evolution of the North American Indigenous Games, and they are committed to ensuring management information, such as manuals, directives and other descriptive information and evaluations concerning the Games form part of the legacy to assist with the implementation of future games.

AND WHEREAS the parties to this Agreement wish to set forth the general principles for cooperation between themselves and to outline reciprocal terms and conditions governing their respective obligations in order to ensure the success of the Games.

NOW THEREFORE the parties to this Agreement agree as follows:

A. DEFINITIONS:

1. Definitions

(a) "Aboriginal" means the Indian, Inuit and Métis peoples of Canada

(b) "Audit Plan" means the plan developed by the Society in conjunction with the Society's auditors.

(c) "Business Plan" means the Business Plan attached hereto as Annex 1 and any amendments that may be made thereto from time to time and in accordance with Article 4.

(d) "Coordinating Committee" means the non-decision making committee established under Article 3.3, to facilitate communication between the Society and the Funding Partners.

(e) "Executive Board" means the primary decision-making authority for the Society established pursuant to Society bylaws and referred to in Article 3.2.

(f) "Funding Partner" means Canada or Manitoba or Winnipeg as the context requires.

(g) "Funding Partners" means Canada, Manitoba and Winnipeg acting independently or together as the context requires.

(h) "Games" means the 2002 North American Indigenous Games to be held in and around the City of Winnipeg in the Province of Manitoba, Canada, from July 25 to August 4, 2002 and shall include:

(i) all sport competitions from preliminaries through to finals in all events on the program;

(j) opening, closing, awards and other official ceremonies;

(k) athletic exhibitions and sports demonstrations approved by the Society and presented by the Society including, but not limited to, events for athletes with a disability;

(l) a cultural program and related events arranged by and/or sanctioned by the Society whether occurring before or during the Games.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

(m) "Games Deficit" means the excess of expenses related to the planning, organizing, financing and staging of the Games (both capital and operating) over revenues calculated in the final audited financial statements of the Society in accordance with an appropriate disclosed basis of accounting which, except in special circumstances, shall be in accordance with generally accepted accounting principles and taking into account all of the Society's contractual obligations.

(n) "Games Surplus" means the excess of revenues (both capital and operating) over expenses related to the planning, organizing, financing and staging of the Games calculated in the final audited financial statements of the Society in accordance with an appropriate disclosed basis of accounting which, except in special circumstances, shall be in accordance with generally accepted accounting principles and taking into account all of the Society's contractual obligations.

(o) "General Manager" means the incumbent of the senior management position established within the Society referred to in Annex 2.

(p) "Legacy" means financial surpluses, materials and equipment, information, intellectual property, management systems, archives and human resource training and development benefits developed through the course of Games planning and implementation which can be used to benefit future games and on-going amateur sport and cultural activities, particularly for the Aboriginal communities in Winnipeg, Manitoba and Canada.

(q) "NAIG Council" means the North American Indigenous Games Council, which is the international sport organization responsible for the governance of the North American Indigenous Games.

(r) "Organizing Council" means the group of representatives responsible for Games operations referred to in Article 3.1.

(s) "Party" means the Society, Canada, Manitoba or Winnipeg. "Parties" means the Society, Canada, Manitoba and Winnipeg collectively.

(t) "Services-in-kind" means non-monetary contributions of value, corresponding to requirements of the Society's Business Plan, that are provided as alternatives to monetary contributions by a Funding Partner, as agreed upon between the Society and the appropriate Funding Partner.

B. ORGANIZATIONAL STRUCTURE

2. The Society

2.1 The Society, as a non-profit corporation established for the Games, has the responsibilities of planning, organizing, financing and staging the Games in, and around, the City of Winnipeg, Manitoba, and promoting the City of Winnipeg as the host city, the Province of Manitoba as the host province, and Canada as the host country for the Games. The Society shall fulfill these obligations in accordance with the Business Plan. The Society agrees to leave a legacy, which may include funding, facilities and programming for amateur sport, and in particular for aboriginal sport, which will benefit future generations.

2.2 The Society shall be primarily volunteer-based and its organizational structure is described in Annex 2.

3. Representation of Canada, Manitoba and Winnipeg on the Organizing Council, Executive Board and Other Management Structures of the Society

3.1 **Organizing Council**

The Society shall appoint three representatives proposed by Canada, three representatives proposed by Manitoba and two representatives proposed by Winnipeg to its Organizing Council, which will be

responsible for the operations of the venues, sports and activities surrounding and supporting the Games, subject to the direction and approval of the Executive Board.

3.2 **Executive Board**

(a) The Society shall appoint one representative proposed by each of Canada, Manitoba and Winnipeg to its Executive Board. The Executive Board, as detailed in the Society's corporation's bylaws, will be responsible for directing operations of the Society

3.3 **Coordinating Committee**

(a) The Society, Canada, Manitoba and Winnipeg agree that as soon as this Agreement is signed, they will create a body to be known as the Coordinating Committee and that each of them will appoint one representative on the Committee and that the Society will provide a person to act as Secretary to the Committee.

(b) The purpose of the Coordinating Committee is to:

(i) make recommendations to the three (3) levels of government to facilitate effective, co-ordinated planning and communication amongst all parties with respect to co-ordination of financial matters affecting the operation of the Games;

(ii) suggest processes for obtaining approvals for funding and services-in-kind from each Funding Partner;

(iii) undertake such other tasks as the Coordinating Committee deems necessary and expedient to assist the Society to achieve its goals.

(c) The Coordinating Committee shall meet at least quarterly, more frequently if necessary, with the chair rotating among its representatives. Exceptional meetings may be called by any party upon providing the other representatives of the Coordinating Committee with at least two (2) days notice. To proceed with any meetings, all parties must be represented. Representatives will be notified by the Secretary of all meetings of the Committee.

3.4 **Other Participation**

Canada, Manitoba and Winnipeg may, at their discretion, and at their cost participate as a member of any of the Games volunteer committees, working groups or councils for the purpose of representing its interest in the planning, organizing, staging and windup of the Games.

C. OPERATIONS AND MANAGEMENT OF THE GAMES

4. Business Plan and Amendments

4.1 The Society has prepared and approved an initial Business Plan as attached as Annex 1. The Society will further develop this Business Plan through amendments appropriate to the magnitude and complexity of the Games so as to provide for the organization, financing of the Games and other responsibilities of the Society, under the terms of this Agreement, such that the Business Plan:

(a) continues to use the following general framework**:**

(i) a situational analysis of the Society in terms of where it is now and where it should be or wants to be;

(ii) development of values, vision, mission statement, areas of emphasis and goals and objectives;

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

(iii) the allocation of resources (both human and financial) required to complete activities and tasks in conjunction with the established guidelines;

(iv) development of a realistic and fair evaluation mechanism for ongoing periodic assessment.

(b) will include all of the following components:

(i) a plan as to services required by the Society and a determination as to how those services will be provided, whether by the Society, by third party sponsorship or volunteer support, by Funding Partners, or by other means;

(ii) a financial plan including sources of funds for operating expenses and a complete set of financial statements including operating budgets and cashflow projections;

(iii) a deficit avoidance and risk management plan which requires continuous regular and frequent review of the Business Plan so as to require the Society to immediately implement remedial measures to eliminate deficits and establish acceptable levels of risk management;

(iv) a plan with respect to the recruitment and role of volunteers;

(v) provisions for concluding development, access and use agreements with facility owners, as required, for the Games facilities;

(vi) a Sponsorship plan prescribing a strategy for achieving sponsorship revenue and value-in-kind support targets;

(vii) a communication plan;

(viii) a marketing plan;

(ix) a plan for identifying and distributing the Legacy from the Games in conjunction with the Funding Partners;

(x) a plan ensuring compliance with Canada's Official Languages Policy requirements;

(xi) a plan ensuring compliance with environmental laws and sustainable development principles;

(xii) any other plans relevant to the organizing and carrying out of the Games.

4.2 The Business Plan and any future amendments thereto will ensure a balance of expected revenues and expenditures.

4.3 A Funding Partner may request amendments to the Business Plan at any time.

4.4 The Society shall provide Canada, Manitoba and Winnipeg through the Coordinating Committee with updates, on at least a quarterly basis, to the Business Plan, including forecasts of revenues and expenses. However, any deviation from the Business Plan that might have financial implications for a Funding Partner will be immediately reported in writing to the Funding Partner by the Society's Executive Board.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

4.5 The written consent for any of the following changes to the Business Plan will be obtained from the Funding Partners:

(a) any proposed increase to the total financial requirements of the Games as provided in the Business Plan; or

(b) any proposed reallocation of expenditures between major categories of the Business Plan, which:

(i) would materially impact on Canada's, Manitoba's or Winnipeg's commitment, objectives, priorities or activities as specified in this Agreement; or

(ii) is in excess of $100,000.00.

The Society shall provide the Funding Partners with details supporting changes requested in the Business Plan that the Funding Partners, acting reasonably, deem necessary in order to give consent.

5. **Policies Governing Purchasing and Tendering, Conflict of Interest, Financial Investment, Risk Management and others**

5.1 Purchasing and Tendering Policy

(a) The Society shall establish a Purchasing and Tendering Policy, which is fair, open and transparent, pertaining to the purchase of all goods and services including any contracts for the construction or improvement to any facility; that policy shall reflect normal standards of accountability for public funds.

(b) Tenders shall be evaluated by the Society from the perspective of the best interest of the Games (both in the conduct of the Games and in post-Games legacy). While the lowest price is a major factor in evaluation of tenders, the Society is not obliged to accept the lowest price offered when it has reason to believe that accepting a different offer would be in the best interest of the Games.

(c) The Society hereby undertakes, subject to Canada's international obligations and without impairing the successful financing of the Games, to give priority to Canadians and Canadian economic interests in the selection of suppliers, licensees and/or contractors. In the event that significant Canadian economic interests could be materially affected by the choice of the non-Canadian supplier, licensee and/or contractor, the Society shall advise the Funding Partners, in writing, in advance of any decision related hereto being made.

5.2 Conflict of Interest Policy

(a) The Society shall establish a Conflict of Interest Policy for directors, officers, volunteers and staff. Such conflict of interest policies are to be based in part on the Articles of Incorporation and the Purchasing and Tendering Policy of the Society and shall be submitted to Canada, Manitoba and Winnipeg.

5.3 Financial Investment Policy

(a) The Society shall establish a Financial Investment Policy to guide the placement of revenues secured for the staging of the Games.

5.4 Risk Management Policy

(a) The Society shall establish a Risk Management Policy in order to identify and evaluate risks and devise strategies to control such risks through safety measures, insurance and/or risk transfer.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

5.5 Other Policies and Procedures

(a) The Society shall develop other management policies and procedures to guide the management of the organization such as: graphic standards policy; travel and expense policy; staffing and human resource policies (to include volunteers); harassment policies (for employees and volunteers); and the monitoring of the progress of capital projects.

6. Official Languages Policy

6.1 The Society acknowledges that the official languages of the Games are English and French. Furthermore, the Society shall ensure at its cost that it has sufficient capacity in Canada's official languages, giving due recognition to the magnitude and complexity of organizing, preparing for and carrying out the Games in accordance with the following requirements:

(a) notwithstanding its primary interests and objectives to provide employment and development opportunities to the Aboriginal community, the Society will take steps to actively recruit and involve the Francophone community of the Province of Manitoba;

(b) all promotion/public information material intended for the general public in the Province of Manitoba and elsewhere in Canada prior to, during and after the Games shall be made available simultaneously in both official languages; this shall include media news releases, advertising, exhibits and displays, pamphlets and booklets, songs, slogans, logos, films, and other audio-visual productions, souvenirs and memorabilia;

(c) when considering representation on its Executive Board and the Organizing Council and amongst employees and volunteers, the Society shall ensure that it has sufficient capacity in Canada's official languages giving due recognition to the magnitude and complexity of organizing, preparing for and carrying out the Games in accordance with the requirements described in this Article;

(d) when advertisements are placed by the Society they shall be:

(i) released concurrently, with the French advertisement appearing in local/provincial minority language print or electronic media; or
(ii) if French media services are not available, the advertisements shall appear concurrently in English media in both English and French;

(e) official Games programs, identification passes and tickets shall be bilingual;

(f) signs related to the Games and used or authorized by the Society at all the Games' sites including the athletes' village, all athletes' areas at venues, stadiums, and the Games' headquarters shall be bilingual; this shall apply equally to the signs of Canada, Manitoba, Winnipeg, the Society and the corporate sponsors and official suppliers of the Games;

(g) written material giving administrative information for athletes, coaches, chefs de mission, technical officials or other delegation members (handbooks, manuals, schedules, instructional guides, etc.) shall be available simultaneously in both official languages;

(h) background information provided by the Society for media use prior to, during and after the Games, including event results, shall be made available simultaneously in both official languages;

(i) opening and closing ceremonies shall be in both official languages and the national anthem shall be sung in its bilingual version;

(j) all public address announcements related to the Games and more specifically at the Games venues shall be in both official languages;

(k) all services provided by the Society for athletes, coaches, chefs de mission, technical officials and other delegation members shall be available in both official languages; in particular, security, emergency and medical services shall be made available to them in both official languages on a 24 hour basis, and to the general public in both official languages during operational hours of the Games;

(l) each of the Society's locations selling tickets, providing information or selling merchandise/souvenirs to the public during the Games shall be staffed so that service can be provided in both official languages to meet demand; for greater certainty it is understood that where tickets, information or other services are provided from booths or wickets, there must be a minimum of one per location which can function in both official languages at a reasonable standard;

(m) all information on the Society's official internet web page must be available in both official languages.

6.2 Given the one-time responsibility for the Society to implement these Games, Canada shall provide advice to the Society with a view to assisting the latter in meeting its official languages requirements listed in Article 6.1.

7. Cultural Program

7.1 The Society will ensure that the cultural program or events associated with the Games will reflect the Aboriginal cultural diversity of Canada, Manitoba and Winnipeg.

8. Recognition

8.1 The Society shall ensure, in a manner acceptable to Canada, Manitoba and Winnipeg, acting reasonably, that they respectively receive full credit for their interest in, contribution to, and assistance with the Games and all activities, projects, communications, announcements, publicity, signs or other appropriate means of communication or commemoration over which the Society has influence or control. A reference list of federal visibility requirements is attached as Annex 3.

9. Environmental Issues

9.1 The Society shall comply with all applicable environmental laws. The Society shall consult with Canada, Manitoba and Winnipeg and shall, where required by law, conduct such environmental assessments as may be required pursuant to the *Canadian Environmental Assessment Act* and/or *The Environment Act* of Manitoba, as the case may be, in accordance with generally accepted environmental practices. A written screening report, or a comprehensive study report, where applicable, shall be provided to the Funding Partners within 30 days of their completion.

10. Policy on Tobacco Sponsorship

10.1 The Society shall comply with Canada's policy on tobacco sponsorship in amateur sport, set out in Annex 4, which prohibits federal funding of events that are sponsored directly or indirectly by tobacco product companies. Nothing in this section shall be construed or interpreted so as to infringe or deny the right of Games participants and officials to use tobacco for traditional ceremonial purposes.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

D. FINANCE

11. Canada's Contribution

11.1 Subject to the provisions of this Agreement, Canada shall provide to the Society the amount of $2.25 million as a monetary contribution, less the value of services-in-kind supplied by Canada, to plan, organize and stage the Games as determined in relation to the Business Plan and operations of the Society.

11.2 Services provided by Canada will be negotiated through the use of sub-agreements between the Society and the appropriate Federal organizations.

11.3 Cash contributions will be provided for in contribution agreements signed between the Society and Canada.

12. Manitoba's Contribution

12.1 Manitoba shall provide to the Society the amount of $2.5 million in cash, less the value of services-in-kind supplied by Manitoba to plan, organize and stage the Games as determined in relation to the Business Plan and operations of the Society.

13. Winnipeg's Contribution

13.1 Winnipeg shall provide the Society the amount of $1.0 million in cash, less the value of services-in-kind supplied by to plan, organize and stage the Games as determined in relation to the Business Plan and operations of the Society.

14. Appropriation of Funds

14.1 Notwithstanding anything contained herein, the Funding Partners' obligations under this Agreement are:

(a) as to Canada, subject to the appropriation by the Parliament of Canada of necessary funds by Canada in accordance with the provisions of *The Financial Administration Act* with respect to the fiscal year or years during which the said obligations are to be fulfilled;

(b) as to Manitoba, subject to the Legislature of the Province of Manitoba duly appropriating the funds payable by Manitoba in the fiscal year in which they are required;.

(c) conditional upon the Funding Partners determining at any time and from time to time that the Society is substantially complying with the provisions of this Agreement.

15. Financial Commitment to NAIG Council

15.1 The Society agrees to meet any and all financial commitments to the NAIG Council.

16. Prior Contributions

16.1 Funds and services-in-kind paid or provided to the Society by a Funding Partner prior to the execution of this Agreement, as valued and indicated in Annex 5, constitute a portion of that Funding Partner's total contribution unless deemed otherwise by that Funding Partner.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

17. Restrictions on Use of Funds

17.1 Unless the Funding Partners otherwise consent in writing, which consent will not be unreasonably withheld or delayed, no monies received by the Society from a Funding Partner under this Agreement or subsequent detailed agreements, are to be used for or to otherwise, directly or indirectly, reimburse Canada, Manitoba or Winnipeg for any of the costs, incremental or otherwise, which may be incurred by them in connection with the Games.

17.2 All interest earned for the Society on funds held by it shall be added to its operating revenues as earned income.

17.3 Capital projects and projected capital expenditures together with the use of funds for operating purposes and projected operating expenditures of the Society with respect to planning, organizing and staging of the Games are to be included in the Society's Business Plan.

18. Society Financial Responsibilities

18.1 The Society agrees, through a marketing and sponsorship plan developed as part of the Business Plan, to raise funds and obtain gifts in kind to be used for purposes related to the successful planning, organizing, financing and staging of the Games. The Society agrees to promptly advise all Funding Partners in writing of any forecast that projects a deficit as well as specific measures to be taken to ensure that no deficit occurs.

18.2 The Society shall:

(a) organize, manage, promote and conduct the Games in accordance with the provisions of this Agreement, any applicable rules and regulations of the NAIG Council and any appropriate rules of Canadian Sports Organizations on the understanding that there will be a full and open consultation between the Society, Canada, Manitoba and Winnipeg through the Executive Board in the event of significant changes to those rules and regulations between the time of the date of the Agreement and the conduct and completion of the Games and responsibilities of the Society thereto;

(b) invite Canada, Manitoba and Winnipeg to nominate their respective voting members to the Organizing Council and the Executive Board, it being understood that reasonable travel and out of pocket expenses (but no other costs) for those directors and committee members shall be borne by the Society. However, the Society shall not be responsible for any costs of representatives of the Funding Partners relating to participation on other committees of the Society;

(c) at all times, conduct its affairs in a financially responsible manner in accordance with its purchasing and tendering practices policy and other approved policies;

(d) publicly declare that it is an Equal Opportunity employer and shall respect the principles of pay equity in relation to its salaried employees; and

(e) provide opportunities for those from all walks of life to participate in the spirit of the Games and to feel a sense of pride and accomplishment in the Games.

18.3 Notwithstanding any other provision of this Agreement, the Society agrees to provide to Canada, Manitoba and Winnipeg all relevant information deemed necessary by a Funding Partner to assist in the protection of their interests or the provision of their assistance to the Society related to the planning, organizing, staging or aftermath of the Games.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

18.4 The fiscal year of the Society shall be April 1st to March 31st of the following calendar year. Updated budget estimates for the next fiscal year, consistent with the Business Plan and amendments thereto, will be submitted to the Funding Partners for information by February 15th of the previous fiscal year.

18.5 The Society shall provide each Funding Partner within 30 days after the end of at least each quarter of each fiscal year, a financial statement for the Society's activities for that quarter and for the cumulative effects of operations to date.

18.6 The Society shall provide each Funding Partner with audited financial statements of the Society for each fiscal year of the Society within 180 days of the fiscal year end.

18.7 The Society shall permit reasonable access during normal business hours, to auditors representing and funded by Canada, and/or Manitoba and/or Winnipeg to its operational and financial records that will be maintained in accordance with accepted management and accounting principles.

18.8 Prior to implementing its audit plan and for each fiscal year of the Society, the Society shall provide to Canada, Manitoba and Winnipeg a copy of the plan as developed by the auditors of the Society and approved by the Budget and Finance committee of its Executive Board. Should, in Canada's, Manitoba's or Winnipeg's opinion, it be necessary that additional audit work be performed, the cost of such work shall be borne by the party requesting the additional audit work.

19. Surplus or Deficit

19.1 Canada, Manitoba and Winnipeg will not be responsible for Games Deficit.

19.2 In the event of a Games Surplus, the Executive Board shall pay the surplus to endeavours identified in the Legacy Plan referred to in Article 25.

20. Distribution of Assets

20.1 After completion of the Games and prior to winding-up, the Society shall dispose of all its real or personal property, including office furniture, supplies, etc. The Society, with the Funding Partners, will develop a Legacy Plan for the dispersal of sports equipment purchased for the Games.

20.2 Any monies recovered by the Society through the sale of its assets shall be added to its operating revenues as earned income .

E. PROTOCOL

21. Protocol and Ceremonial

21.1 The parties recognize that Aboriginal cultural considerations must be reflected in Games' protocol and ceremonies. The Society shall consult with the Funding Partners in developing a draft policy on the ceremonial procedures and protocol of the Games as it relates to the rights of the Funding Partners only. The Society shall therefore obtain the Funding Partners' written consent prior to the implementation of the final version of the policy and to any subsequent changes to it, such consent not to be unreasonably withheld. The policy shall ensure that, if the Prime Minister and/or the Minister of Canadian Heritage and/or the Secretary of State (Amateur Sport) and/or the Minister of Indian Affairs and Northern Development are in attendance at the Games, they shall receive preference in all protocol and ceremonial matters.

21.2 The ceremonial procedures and protocol shall conform to the requirements of the NAIG Council.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

22. Accreditation of Federal and Related Officials

22.1 The Society agrees that it shall provide appropriate accreditation to all persons identified by Canada as belonging to one of the following categories:

(a) the Queen and royal family members;

(b) the Governor general and immediate family members;

(c) the Prime Minister and immediate family members;

(d) the Minister of Canadian Heritage and immediate family members;

(e) the Secretary of State (Amateur Sport) and immediate family members;

(f) the Minister of Indian Affairs and Northern Development and immediate family members;

(g) Cabinet members and a guest;

(h) members of the Senate and House of Commons and a guest;

(i) a limited number of Federal Government officials; and

(j) a limited number of persons with an interest in amateur sport whom it is in the interest of Canada to invite to the Games.

22.2 The Society agrees to treat representatives and guests of Canada at the Games in a manner befitting their office and on a basis no less favourable than comparable representatives of other levels of government or sponsors.

23. Accreditation of Provincial and Related Officials

23.1 The Society agrees that it shall provide appropriate accreditation to all persons identified by Manitoba as belonging to one of the following categories:

(a) the Lieutenant Governor and immediate family members;

(b) the Premier and immediate family members;

(c) the Minister Responsible for Sport and immediate family members;

(d) the Minister of Aboriginal and Northern Affairs and immediate family members;

(e) Cabinet members and a guest;

(f) Members of the Legislative Assembly of Manitoba and a guest;

(g) a limited number of Provincial Government officials; and

(h) a limited number of persons with an interest in amateur sport whom it is in the interest of Manitoba to invite to the Games.

23.2 The Society agrees to treat representatives and guests of Manitoba at the games in a manner befitting their office and on a basis no less favourable than comparable representatives of other levels of government or sponsors.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

24. Accreditation of Winnipeg and Related Officials

24.1 The Society agrees that it shall provide appropriate accreditation to all persons identified by Winnipeg as belonging to one of the following categories:

(a) the Mayor, a guest and immediate family members;

(b) members of Council and a guest;

(c) a limited number of Winnipeg Government officials; and

(d) a limited number of persons with an interest in amateur sport whom it is in the interest of Winnipeg to invite to the Games.

24.2 The Society agrees to treat representatives and guests of Winnipeg at the Games in a manner befitting their office and on a basis no less favourable than comparable representatives of other levels of Government or sponsors.

F. LEGACY

25. Legacy Plan

25.1 The Society, with the Funding Partners and in consultation with other organizations and representatives the Society deems appropriate, will develop a Legacy Plan by December 31, 2001 which will provide for the generation and management of all forms of legacy (e.g. financial, materials and equipment, training and development, cultural, information and intellectual property) which may be generated by the Games. The Society shall use its best efforts to advance and protect the interests of Canadian Aboriginal sport in this plan.

25.2 The Legacy Plan will include amongst its plans, strategies and provisions, the preparation of a summary report and evaluation which documents the types of legacy which resulted from the Games and an evaluation of the Games from the Society perspective so as to be of benefit to future games organizers. This report, in itself, will be a legacy beneficial to future North American Indigenous Games.

25.3 The Legacy Plan will be approved by the Society and the Funding Partners

26. Funding Partner Evaluations of the Games

26.1 The Society will co-operate with and facilitate evaluations of the Games which are conducted by the Funding Partners.

26.2 Funding Partner evaluations of the Games, will be made available as legacies to the Games where possible and at the discretion of the applicable Funding Partner.

G. IMPLEMENTATION OF AGREEMENT

27. Liability and Indemnification

27.1 Nothing in this Agreement shall imply the assumption of any responsibility by Canada, Manitoba or Winnipeg for any aspect of the organization, construction, management, staging or financing of the Games.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

27.2 The Society agrees that Canada, Manitoba, or Winnipeg shall not be liable to the Society or to any other entity or person for any claims, demands, damages, rights or causes of action, arising out of, incidental to, or in any manner connected directly or indirectly with the Games or any work constructed or operated by, or on behalf of, the Society, whether caused by, resulting from, or incidental to, the use or occupancy, in any connection with the Games, of any lands, buildings, fixtures and/or facilities with the exception of the obligations of the Funding Partners under this Agreement.

27.3 The Society shall save harmless and indemnify Canada, Manitoba, and Winnipeg against any and all claims, liabilities, demands, damages, rights or causes of action, and expenses, including without limiting the generality of the foregoing, legal costs on a solicitor/client basis, made or asserted by any third party arising out of, or incidental to, this Agreement or the use or occupancy, in connection with the Games, of any lands, buildings, fixtures and/or facilities with the exception of the obligations of the Funding Partners under this Agreement.

27.4 Notwithstanding anything contained in this Agreement, it is agreed that Canada, Manitoba and Winnipeg do not, by their financial or other assistance to the Society, assume any responsibility for errors, negligence, mismanagement or debts incurred by the Society, its Board of Directors, employees or agents.

27.5 It is acknowledged that the Society is not an agent of Canada, Manitoba or Winnipeg and they are not agents of the Society and the parties agree that no party shall hold itself out nor purport to enter into contracts as an agent contracting on behalf of the other party with any person or group of persons.

27.6 The Society shall, at its expense, obtain and maintain all appropriate insurance coverage including Director's and Officer's Liability, loss of revenue and such other insurance as deemed necessary, on its behalf and on behalf of its directors, officers, employees, volunteers, officials and agents, from the day this Agreement is signed or the day the Society commences its operation, whichever comes first, until the day the Society is wound-up or other such period as dictated by a specific policy and/or exposure. The extent of the coverage is to be phased in commensurate with the risks involved, with public liability insurance of Fifty Million ($50,000,000.00) Dollars or such amount as may be otherwise agreed by the Funding Partners for each occurrence during the Games themselves and for a reasonable period before and after. The Society shall produce to Canada, Manitoba and Winnipeg, upon demand, evidence satisfactory to them of such insurance and the payment of premiums with respect to it. Canada, Manitoba and Winnipeg shall be named as insured on all such policies where applicable for the purposes of indemnification. Any Funding Partner shall have the right to demand and the Society shall alter the limits and/or coverage of insurance as required or deemed necessary by the Funding Partners acting reasonably from time to time during the term of this Agreement.

28. Default and Remedies

28.1 The following constitute events of default:

(a) a breach by the Society of a term or condition or commitment provided for in this Agreement;

(b) the Society becomes bankrupt or insolvent or is placed in a receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

28.2 Where in the reasonable opinion of a Funding Partner there is an event of default under Article 28.1(a), the Funding Partner shall give written notice of the default to the Society and to the other Funding Partners (which notice shall set out in sufficient detail the facts upon which the default is alleged to be based). The Society shall forthwith upon receipt of such written notice call a meeting of the Executive Board (to be held within 3 working days of receipt of the notice), to which senior representatives of all the Funding Partners shall be invited and shall attend and at which meeting the Funding Partner alleging the default shall attend and shall review with the Executive Board and the other Funding Partners in detail the facts on which it alleges the default is founded.

28.3 Where the default is not remedied to the Funding Partner's satisfaction acting reasonably within 7 working days from the receipt by the Society of such (the "Remedy Date"), the Funding Partner shall have the right to suspend its funding until such time as the default is remedied;

28.4 Where, in the opinion of the Funding Partner, the event of default is not capable of being remedied prior to the Remedy Date but can be remedied within 30 days of the Remedy Date and provided that the Society has begun to remedy the event of default and continues diligently to remedy the event of default thereafter, the Funding Partner shall, subject to Article 28.6, only have the right to rescind this agreement and immediately terminate any financial obligation arising out of it if the default is not remedied to the Funding Partners' satisfaction acting reasonably, within 30 days after the Remedy Date.

28.5 Subject to Article 28.7, where in the opinion of a Funding Partner an event of default under Article 27.1(b) has occurred, the Funding Partner shall give written notice of the event of default to the Society and to the other Funding Partners. If the Society has not remedied the event of default to the reasonable satisfaction of the Funding Partner within **30** days of receipt of notice, the Funding Partner will be entitled to rescind this Agreement and immediately terminate any financial obligation arising out of it. It is however understood that, in order to be consistent with the *Bankruptcy and Insolvency Act*, no Funding Partner may terminate or amend this Agreement with the Society by reason only that:

(a) the Society is insolvent; or

(b) a notice of intention or a proposal has been filed in respect of the insolvency by the Society.

28.6 Prior to the Funding Partner exercising its right to rescind this Agreement pursuant to Article 28.3, the Funding Partner who served notice under Article 28.2 shall also give written notice to all the other Funding Partners of the Society's failure to remedy the default .

28.7 Should the Society become bankrupt and thereby be in default under Article 28.1(b) ("Bankruptcy Default") and fails to remedy the Bankruptcy Default in the manner and time required by Article 28.3, then prior to exercising its right pursuant to Article 28.3, the Funding Partner who served notice shall also give written notice to all the other Funding Partners of the Society's failure to remedy the Bankruptcy Default.

29. Cancellation

29.1 In the event the Games are cancelled, transferred or postponed:

(a) Canada may, in its discretion, complete the carrying out of its obligations under this Agreement and at the time of such cancellation, transfer or postponement, the Society shall forthwith return to Canada all of Canada's financial contribution paid to it which has not been spent or which is required to pay (a) third party(ies) because of contractual obligations entered by the Society, unless otherwise agreed to in writing by Canada;

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

(b) Manitoba may, in its discretion, complete the carrying out of its obligations under this Agreement and at the time of such cancellation, transfer or postponement, the Society shall forthwith return to Manitoba all of Manitoba's contribution paid to it which has not been spent or which is required to pay (a) third party(ies) because of contractual obligations entered by the Society, unless otherwise agreed to in writing by Manitoba;

(c) Winnipeg may, in its discretion, complete the carrying out of its obligations under this Agreement and at the time of such cancellation, transfer or postponement, the Society shall forthwith return to Winnipeg all of Winnipeg's financial contribution paid to it which has not been spent or which is required to pay (a) third party(ies) because of contractual obligations entered by the Society, unless otherwise agreed to in writing by Winnipeg.

H. GENERAL PROVISIONS

30. Conflict of Interest

30.1 No member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefits that may arise therefrom.

30.2 No member of the Legislative Assembly of Manitoba shall be admitted to any share or part of this Agreement or to any benefits that may arise therefrom.

30.3 No member of the Winnipeg City Council shall be admitted to any share or part of this Agreement or to any benefits that may arise therefrom.

30.4 Directors, officers, members and employees of the Society shall not directly or indirectly derive any financial gain or benefit arising out of any dealings with the Society unless they have provided the Society with full disclosure and particulars of their interests in the matter in question, and thereafter have not participated in any decision which would directly or indirectly result in financial gain or benefit to them, and the relevant policies of the Society have been complied with.

31. Waiver

31.1 No waiver by a party of any default under this Agreement shall be effected unless given to the other party or parties in writing. No waiver by a party of any default hereunder shall operate as a waiver of any other default, whether of a like or different character. No waiver by a party of any default hereunder shall operate as a waiver by any other party to the Agreement.

32. Entire Agreement

32.1 This Agreement constitutes the entire agreement between Canada and a party hereto with respect to funding of the Games by the Government of Canada. It takes precedence over, cancels, and replaces any other agreement, undertaking, contract, quasi-contract or obligation that may have been concluded or may exist between Canada and a party hereto with respect to the funding of the Games by the Government of Canada.

33. Notice

33.1 Any notice required or permitted to be sent under this Agreement, shall be sent by personal delivery or by facsimile transmission, confirmed by return transmission to the address of the party in this Article:

(a) For Canada:

(b) For Manitoba:

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

(c) For Winnipeg:

(d) For the Society:

33.2 Any notice given in accordance with the methods described in clause 32.1 shall be deemed to have been received by the addressee on:

(a) the day of delivery if delivered personally on a business day of the addressee, and if not delivered on a business day, on the next business day of the addressee;

(b) the day transmitted if sent by fax mail on a business day of the addressee, and if not sent by fax mail on a business day, on the next business day of the addressee.

33.3 Any party may change its address or particulars for purposes of the receipt of any communications pursuant to the Agreement by giving seven (7) days prior written notice of such change to the other parties.

34. Amendments

34.1 This Agreement may only be amended by written agreement of all the parties.

34.2 Canada, Manitoba and Winnipeg each reserve their right to amend this Agreement if, in the reasonable opinion of any of them, other agreements entered into by the Society with other parties involved in the Games materially contradict or derogate from the principles or objectives of Canada, Manitoba or Winnipeg as set out in this Agreement.

35. Execution

35.1 The parties warrant and represent to each other that they have respectively taken all legally required actions, corporate or otherwise, to enter into this Agreement and to authorize their officers and officials to execute this Agreement.

35.2 This Agreement may be executed in several counterparts and delivered by facsimile transmission each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement.

36. Interpretation

36.1 This Agreement shall be governed, interpreted and enforced in accordance with the laws and the courts of the Province of Manitoba.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "B" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

37. Termination

37.1 This Agreement shall terminate on the 31st day of December, 2002, or upon completion of all contractual obligations of the Society, whichever is the later.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA BY THE SECRETARY OF STATE RESPONSIBLE FOR SPORT

Per:_____

Per:_____

HER MAJESTY THE QUEEN IN RIGHT OF MANITOBA BY THE MINISTER OF CULTURE, HERITAGE AND TOURISM RESPONSIBLE FOR SPORT

Per:_____

Per:_____

THE CITY OF WINNIPEG

The Mayor: :_____

Per:_____

Approved as to details including financial details:

The
Chief
Administrative
Officer: _____

Per:_____

Certified as to form:

_____
for City Solicitor/Manager of Legal Services

NORTH AMERICAN INDIGENOUS GAMES HOST SOCIETY (WINNIPEG 2002) INC.

Per:_____

Per:_____

Report of the Executive Policy Committee dated November 21, 2001

Appendix “B” referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

ANNEXES

1 Business Plan
2 2002 NAIG Society Organization Structure
3 Federal Visibility Requirements
4 Federal Policy on Tobacco Sponsorship
5 Funding Partner Contributions Prior to Signing the Multi-party Agreement

Report of the Executive Policy Committee dated November 21, 2001

Appendix “B” referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

ANNEX 4

Federal Government Policy on Tobacco Sponsorship of National Sport Organizations March 1985

Principles

Corporate sponsorship of national sporting events and programs through national organizations is an important component of the funding structure of amateur sport throughout Canada. The federal government has continuously supported and encouraged national sport organizations in their efforts to secure such sponsorship.

As a general principle, national sport organizations retain the responsibility for obtaining, controlling and managing sponsorships for their sport. At the same time, they accept the responsibility for protecting the integrity of their own sport and amateur sport generally, when accepting corporate sponsorships. The nature of the sponsor and the sponsor's product should be consistent with the overall objectives of amateur sport.

In acknowledging the traditional independence of the national sport organizations, one must also be mindful that the responsibility for the development and funding of national amateur sport in Canada is a joint undertaking involving national sport organizations, the corporate sector and the federal government. The federal government, as a major funding partner, on behalf of the Canada public, cannot participate with a national sport organization and a corporate sponsor which in any way jeopardizes the image of sport or is contrary to the objectives of the federal government for fitness and amateur sport.

With respect to the sponsorship of sport by the tobacco industry, the federal government takes the position that the sponsorship of amateur sport should not be used as a vehicle for promoting a product which is a major health risk for Canadian youth and the population in general.

The Policy

In light of the conclusive evidence identifying smoking as a major health hazard with no redeeming health aspect, the federal government has developed a policy designed to discourage, in the strongest possible terms, the sponsorship of amateur sport by the tobacco industry.

Therefore, effective immediately, all national amateur sport bodies funded in part by the federal government will be required to desist from associating in any new or renewed sponsorship arrangements with the tobacco products industry. The federal government will withhold all funds from national amateur sport organizations associating in any sponsorship, promotional or other financial support arrangements (e.g. advertising) with the tobacco products industry for events or programs predominantly involving amateur athletes.

Where a sponsorship contract currently exists between a national sport organization and a tobacco company, the contract will be allowed to continue until its existing maturity date. The federal government will however, withhold all funds from any sport organization choosing to renew, extend or otherwise continue the contract after the existing maturity date.

Conclusion

It is not the intent of the federal government to place further restrictions on corporate sponsorship within national sport organizations. Rather, it is the intent to encourage such sponsorship for the mutual best interests of all concerned.

Report of the Executive Policy Committee dated November 21, 2001

Appendix “B” referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

Draft #11 North American Indigenous Games Multi-Party Agreement

Annex 5

Funding Partner Contributions
Made Prior to Signing the Multi-party Agreement

Draft …

this is a new Annex subject to Funding Partner review and confirmation; each Funding Partner must ensure that the interests and activities of all contributions/service providers within its jurisdiction are taken into account up to the time of signing of the agreement

Funding Partner	Monetary Contribution	Value of Services-in-Kind Contributions	Total Value of Prior Contributions
Canada	$200,000.00	0	$200,000.00
Manitoba	$850,000.00	0	$850,000.00
Winnipeg	$125,000.00	$110,540.30	$235,540.30
Totals	**$1,175,000.00**	**$110,540.30**	**$1,260,540.30**

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001

VENUE AGREEMENT November 16, 2001

This Agreement made this day of , 2001.

BETWEEN:

2002 NORTH AMERICAN INDIGENOUS GAMES HOST SOCIETY (WINNIPEG) INC.,

(herein referred to as "Host Society")

Of the First Part,

- and -

THE CITY OF WINNIPEG,

(herein referred to as "Winnipeg)

Of the Second Part.

WHEREAS:

A. Host Society has acquired the rights to stage and organize the 2002 North American Indigenous Games (the "Games");

B. Winnipeg, in support of Host Society's bid for the Games, has undertaken to make Venues as hereinafter set out, available for use by Host Society for purposes related to the Games;

C. Winnipeg owns and controls ten (10) portable bleachers and two (2) bandmobiles and the following Venues which Host Society wishes to use in conjunction with the Games and in particular for the sports specified for each (herein referred to as "the Sport"):

La Barriere Park	Cross Country – Athletics
St James Optimist Park	Baseball
Winnipeg South Park	Baseball
Whittier Park	Baseball
John Blumberg	Softball fields
John Blumberg	Soccer fields
Pan Am Pool	Swimming
Waverley Soccer Complex	Soccer fields
Old Exhibition Grounds/ Charlie Crupp	Baseball and Softball fields

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained the Parties agree as follows:

1.0 DEFINITIONS

1.1 "Advertising and Marketing Requirements" means the contractual obligations of Host Society, including any policies in relation thereto as determined by Host Society, with respect to granting rights of association with the Games, with certain corporations representing particular product categories, including, but not limited to vehicles, copiers, paper, postage, courier, clothing, electronics, information technology, telecommunications, airline, timing, mutual funds, lotteries, grain, agricultural, utilities, insurance, soft drinks, real estate, fast food, snack foods, chips, accreditation, film, cameras, pharmaceuticals, bedding, gifting, gasoline, transportation, office supplies, office equipment, hardware, food, printing, gas, power generators, sports equip ment, bottled water, advertising, sound systems and medals;

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

1.2 "Concessions means any facilities from which goods or services are sold or provided on or at the Venue;

1.3 "Games" means the 2002 North American Indigenous Games to be held in and around Winnipeg, Manitoba, from July 24 to August 4, 2002, and includes, but is not limited to the following, to be conducted under the authority, control and official patronage of Host Society: all competitions and practices related to the Sports of 2002 North American Indigenous Games, ceremonies including medal presentations, cultural and social events, and services ancillary to the Sports, including, but not limited to security, transportation, medical and doping control.

1.4 "Venue Access Period" means, in relation to a Venue, the aggregate of the Venue Preparation Period, the Shared Use Period and the Venue Use Period, as the case may be.

2.0 VENUES

2.1 Upon the terms and conditions set forth in this Agreement, Winnipeg leases to Host Society ten (10) portable bleachers, two (2) bandmobiles and the Venues listed in Article 3.0 hereof on the terms and conditions set out herein.

2.2 Where Winnipeg has entered into agreements which give third parties the right to access and use of the Venues during the time periods set out herein, Winnipeg will exercise all its rights with respect to those Venues and third parties, insofar as it is reasonable, to enable it to fulfill its obligations to Host Society.

2.3 For greater specificity and certainty the term Venue shall be deemed to include the physical site at each Venue as set out in Schedule "A" hereto (the "Site Plan") and all of the structures, facilities and amenities at each Venue reasonably required for the staging of the Sport and enabling access for the viewing of the same by the public and media, including the following:

(a) La Barriere Park: the parking lots, the washrooms, the park grounds, field maintenance, shelters and usage of water in the washrooms, and water taps for drinking;

(b) St. James Optimist Park: three (3) baseball fields, two (2) softball fields, field maintenance, team dugouts, parking area, utility buildings, picnic/shelter covered area, bleachers, press box area, telephones in press box, electrical lines, washrooms, usage of water in the washrooms, taps for drinking water, concession areas, two (2) garage buildings, flag pole sleeves, results boards, sound system, evening lights, access to power lines, and the Optimist Community Centre;

(c) Winnipeg South Park: all three (3) baseball fields, team dugouts, frontage property in between fields, concession/washroom building, parking area, bleachers, washrooms/concessions, night lights, and results system.

(d) Whittier Park: baseball field, club house with washrooms, team dugouts, electrical lines, bleachers, flagpole sleeves, night lights, soccer pitches, field maintenance, and results system;

(e) John Blumberg: all six (6) softball fields and bases, team dugouts, all ten (10) soccer fields, net and corner flags for soccer, team benches for soccer, parking areas, washrooms, usage of water in the washrooms, taps for drinking water, electrical lines, telephone lines, results boards, power lines, existing waste receptacles, bleachers, flag poles, concession areas, sound system, night lights, results system, four (4) tents owned by John Blumberg facility, tower site area, ticket kiosk (Info Centre), field maintenance equipment;

(f) Pan Am Pool: main pool, training tank, parking lot, all dressing rooms, timing booth, timing booth computers, printers, computer scoreboard, bleacher seating area, concessions, second floor foyer, 2-3 meeting rooms, lane lines, chairs, tables, stopwatches, telephones, fax lines, photocopiers, tables, chairs, and results system;

(g) Waverley Soccer Complex: three (3) soccer pitches, parking areas, clubhouse, bleachers, press box, all dressing rooms, showers, washrooms with running water, two (2) storage rooms, telephone lines, electrical posts, power in press box, night lights, main results clock, flag poles, concession area, sound system, team benches, nets and corner flags, and field maintenance;

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

(h) Old Exhibition Grounds: Charlie Crupp Baseball field, Old Ex Arena, NE Centennial Seniors Centre, NE Centennial Pool, two (2) soccer fields, six (6) softball fields, parking area, bus transportation loops, washrooms, taps for drinking water, dressing rooms, electrical lines, telephone lines, water access, waste receptacles, bleachers, concession areas.

2.4 In relation to all Venues, it is expressly agreed and understood that nothing herein grants Host Society access to or use of: mechanical areas that may pose a hazard to the public, (boiler rooms, electrical room, furnace room, etc); concessions in which a third party has an exclusive contractual right of operation; and administrative offices containing confidential records.

3.0 VENUE USE PERIOD

3.1 The time during which Host Society shall have the right of exclusive use of each Venue (the "Venue Use Period") is as follows:

(a)	La Barriere Park	Cross Country & Athletics: July 26 to July 31
(b)	St. James Optimist Park	Baseball: July 26 to August 6
(c)	Winnipeg South Park	Baseball: July 26 to August 6
(d)	Whittier Park	Baseball: July 26 to August 6
(e)	John Blumberg	Softball fields: July 22 to august 6
(f)	John Blumberg	Soccer fields: July 26 to August 6
(g)	Pan Am Pool	Swimming: July 30 to August 6
(h)	Waverley Soccer Complex	Soccer fields: July 30 to August 4
(i)	Old Exhibition Grounds	Baseball fields: July 26 to August 6 Softball fields: July 22 to August 6

3.2 The Host Society may change the Venue Use Period up to March 1, 2002 without the consent of Winnipeg and thereafter only as mutually agreed upon in writing between the parties. Host Society shall advise Winnipeg in writing of changes made prior to March 1, 2002.

3.3 In addition to exclusive use during the Venue Use Period, it is agreed that the Host Society shall have the right to share the use of the Venues with Winnipeg as follows (the "Shared use Period"):

(a)	La Barriere Park	XC – Athletics: July 24 and July 25
(b)	St James Optimist Park	Baseball: July 24 and July 25
(c)	Winnipeg South Park	Baseball: July 24 and July 25
(d)	John Blumberg	Softball fields: July 20 and July 21
(e)	John Blumberg	Soccer fields: July 24 and July 25
(f)	Pan Am Pool	Swimming: July 28 and July 29
(g)	Old Exhibition Grounds	Baseball fields: July 24 and July 25 Softball fields: July 20 and July 21

3.4 The Host Society may change the Shared Use Period up to March 1, 2002 without the consent of Winnipeg and thereafter only as mutually agreed upon in writing between the parties. Host Society shall advise Winnipeg in writing of changes made prior to March 1, 2002.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

3.5 Host Society shall be entitled to access to each Venue for a period of time prior to the Venue Use Period for the purpose of preparing the Venue for use during the Games (the "Venue Preparation Period"). Host Society shall use its best efforts to define the Venue Preparation Period for each Venue on or before March 1, 2002. It is agreed that such Period may require Winnipeg to close or restrict the use of the Venue by other persons to enable host Society to conduct its preparations.

3.6 Host Society may require the use of one or more Venues for test events and Winnipeg agrees to provide Host Society with access and use of the Venues upon the same terms and conditions as herein set forth mutatis mutandis. Host Society agrees to give Winnipeg at least three (3) months written notice of the requirement for access and use of a Venue hereunder.

3.7 Subject to applicable copyright and trademark laws and interests, Winnipeg shall provide Host Society access to and use of architectural plans and drawings of the Venue that Winnipeg has in its possession or under its control and that are requested by the Host Society.

3.8 Upon the expiration of this Agreement, Host Society retains no further interest or right in the Venues.

4.0 TEMPORARY STRUCTURES BY HOST SOCIETY

4.1 Upon execution of this Agreement, Host Society shall be entitled to erect such signs at the Venues as it deems appropriate to publicize that the Venue will be leased and otherwise used for the Games.

4.2 Host Society shall be entitled to erect bleachers, flags, banners, fencing, tents, trailers, mobile radio telephone cell antennae or radio telephone repeater stations, and other such Temporary Structures as Host Society shall decide are required for the Games. All right, title and interest in any Temporary Structures shall remain the property of Host Society notwithstanding that the same may be affixed to the lands and premises owned by Winnipeg. It is agreed that the same are affixed only for the purpose of the safe and efficient operation of the Temporary Structures and not to enhance or improve the property owned by Winnipeg.

5.0 RENOVATIONS

5.1 In order to ensure that the Venues are suitable for the intended purpose, but subject to the express written approval of Winnipeg, which approval may be withheld at the discretion of Winnipeg, Winnipeg agrees that the Host Society has the right, but is under no obligation, to make renovations, which are not Temporary Structures. It is agreed that any such renovations shall be fixtures. Host Society agrees that the renovations will be done at a quality and standard of workmanship acceptable to Winnipeg.

6.0 SERVICES

6.1 In addition to the Venues, Winnipeg agrees that it shall provide the following services at each Venue, except where such service is not otherwise available at a particular Venue:

(a) the necessary utilities (electricity, gas, heat, air conditioning, light and water, waste management) for the proper use of the Venue;

(b) janitorial and maintenance services;

(c) existing telephone and fax lines; and

(d) with respect to Pan Am Pool, the following staff, maintenance staff including qualified Pool Engineer, two (2) Utility C, four (4) Utility B, two (2) attendants for male locker room, two attendants for female locker room, Programming staff including one (1) pool supervisor, two (2) instructor guards, one (1) clerk A.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

7.0 CLAUSES SPECIFIC TO THE PAN-AM POOL

71. Winnipeg shall provide and ensure that there are adequate emergency medical and first aid personnel on site and available in the pool and deck area at all times that the Venue is in use. Host Society shall be responsible for providing medical and first aid in other public areas of the Venue while it is in use.

7.2 Winnipeg shall retain its right to operate the Concessions but agrees to ensure that the same are fully operational throughout the Venue Use Period.

7.3 To the extent that these site-specific paragraphs are inconsistent with other provisions of this Agreement, it is expressly agreed that these site-specific paragraphs shall apply to the Pan Am Pool.

8.0 CONCESSIONS

8.1 Where Winnipeg does not have, at the date of execution hereof, existing contractual obligations for the operation of Concessions at individual Venues, Host Society shall be entitled to establish and operate Concessions throughout the Venue Use Period.

(a) Host Society shall establish reasonable hours of operation and shall be responsible for such personnel as may be required to operate the Concessions; and

(b) Host Society will require that suppliers with whom it contracts to operate the Concessions have liability insurance to cover the contractors' operations in a form satisfactory to Winnipeg.

9.0 GENERAL

9.1 Host Society shall at all times be responsible for and ensure that the Venues are adequately supervised and that proper order, discipline and security are maintained throughout the Venue Use Period.

9.2 Host Society agrees to use its best efforts to remove all of its Temporary Structures, equipment, displays, goods and chattels from the Venues within one (1) week of the end of the Venue Use Period.

9.3 Throughout the Venue Use Period, Host Society shall not intentionally or knowingly:

(a) commit any act or allow other persons under its control to commit any act to cause damage to the Venues except in the ordinary course of the Games;

(b) use or permit any Venue to be used for any illegal or unlawful purpose; or

(c) commit or omit to do anything to invalidate or otherwise breach Winnipeg's insurance coverage with respect to any Venue.

9.4 Host Society shall take all reasonable steps under its control to prevent the continuation of any breach of this section of which it becomes aware.

9.5 Host Society shall ensure that it uses the Venues throughout the Venue Use Period in accordance with the laws, by-laws and regulations of every government authority having jurisdiction over the Venue and shall not knowingly commit or permit any act or omission in the Venue which shall result in an illegal or non-conforming use or cause any breach of such law, by-law or regulation.

9.6 Host Society agrees to require suppliers with whom it contracts to operate the Concessions to use and operate the Concessions throughout the Venue Use Period in accordance with the laws, by-laws and regulations of every government authority having jurisdiction over the Concessions and to not knowingly commit or permit any act or omission in the use and operation of the Concessions which shall result in an illegal or non-conforming use, or cause any breach of such law, by-law or regulation.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

10.0 CONSIDERATION

10.1 Winnipeg agrees that the rights granted to Host Society hereunder shall be without charge whatsoever to it or any of the people or organizations who will or might have access to the Venues in connection with the Games, including, without limiting the generality of the foregoing, the employees, servants, agents and volunteers of Host Society, the athletes, spectators, media and guests of the Host Society.

10.2 Except as otherwise expressly provided in this Agreement, Host Society has the exclusive right to commercially exploit the Games and nothing herein grants in any way to Winnipeg, or any other party, any rights:

(a) to solicit the contribution or donation of funds, goods or services through corporate or other sponsorship;

(b) to license, manufacture and sell Games-related merchandise; or;

(c) to use or display the name "2002 North American Indigenous Games" or any derivative thereof.

11.0 VENUE AND CONCESSION CONDITION

11.1 Winnipeg agrees that it will ensure that each Venue and Concession is clean, in good repair and in a condition such that each Venue and Concession is, subject to any modifications by Host Society, ready for use by Host Society for the Games.

11.2 Winnipeg agrees that each Venue and Concession will not have any outstanding work orders, directives or restrictions issued by any government authority which renders the Venue or Concession, or any part thereof, legally unusable or unfit or unsafe for the Games, or any period thereof. Winnipeg shall ensure that all Venues shall comply with all by-laws and codes as may be applicable and enforceable.

11.3 Host Society and Winnipeg shall inspect each Venue and Concession immediately prior to the Venue Use Period in order to establish an inventory of equipment and general Venue and Concession conditions. The parties shall conduct such an inventory and Venue and Concession inspection immediately following the Venue Use Period to determine losses and damage for which Host Society is accountable.

11.4 Host Society shall ensure that the Venues and Concessions are each "returned" to Winnipeg in the same condition as they were on the day that it assumed control and management of each Venue and Concession, reasonable wear and tear accepted.

11.5 Host Society agrees to provide security by way of damage deposit as required from time to time by Winnipeg.

12.0 FORCE MAJEURE

12.1 Neither party shall be responsible for or liable to the other party for any failure to comply with, or any delay in the performance of, the terms of this Agreement where such failure or delay (directly or indirectly, or, in whole or in part), is caused or in any manner arises or results from:

(a) acts of God;

(b) fire, flood, storm, earthquake, explosion or accident;

(c) insurrection, rebellion, revolution, civil war, acts of terrorism, sabotage, civil disobedience, usurped power or action taken by governmental authority in hindering, combating or defending against such occurrence;

(d) strikes, slowdowns, lockouts or other labour or employee interruptions or disturbances, whether involving employees of that party or of any other person over which that party has no reasonable control;

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

(e) acts, regulations or directives of governmental authority of competent jurisdiction not reasonably anticipated;

(f) failure of technical facilities beyond the reasonable control of the parties; or

(g) any other cause of a similar nature (except impecuniosity of either party) beyond the party's reasonable control.

12.2 A party seeking to rely on the provisions of this section may do so only if notice in writing identifying the event relied on and the date of its occurrence is given to the other party within two (2) days of the occurrence of the event coming to the attention of the party seeking to rely on the section.

12.3 If a party has been relieved of an obligation as a result of a force majeure, that party shall not be responsible for or liable to the other party for any expenses, costs, or direct or indirect damages (including loss of revenue and loss of profit) incurred by that party as a result of the inability of the party so relieved to perform its obligations.

12.4 In the event of the inability of either or both party(ies) to perform an obligation due to a force majeure, both parties shall take such reasonable measures available to them to reduce or minimize the effect of force majeure.

13.0 TERMINATION

13.1 Despite anything to the contrary, it is agreed that Host Society may, without penalty or cost to Winnipeg, or any person or corporation claiming through Winnipeg, terminate this Agreement in its entirety or in relation to one or more Venues only by written notice to Winnipeg at any time up to and including July 25, 2002.

14.0 INDEMNIFICATION

14.1 Winnipeg shall use due care in the performance of its obligations pursuant to this Agreement to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

14.2 Without limiting any other rights or remedies of Host Society against Winnipeg or any other person, Winnipeg shall be solely responsible for:

(a) any injury to persons (including death), damage or loss to property or infringement of rights caused by, or related to, the performance of this Agreement or the breach of any term or condition of this Agreement by Winnipeg, its officers, directors, employees, or agents, and

(b) any act of omission or commission, whether intentional or negligent of Winnipeg, its officers, directors, employees or agents.

14.3 Winnipeg shall save harmless and indemnify Host Society, its officers, directors, employees, volunteers and agents from and against all claims, liabilities and demands with respect to claims, losses and damages incurred as a result of the matters set out in paragraphs 14.2 (a) and (b), together with all costs, expenses and fees (including legal costs on a solicitor/client basis) associated therewith.

15.0 INSURANCE

15.1 During the term of this Agreement, (which shall commence upon the execution thereof), Winnipeg agrees to purchase and maintain property insurance covering the Venues on an all risks, full replacement cost basis. The policy of insurance shall contain a waiver of subrogation clause in favour of Host Society, it officers, directors, employees, volunteers and agents. Winnipeg further agrees that in the event that any of the Venues are damaged or any part thereof is rendered unusable for the Games, Winnipeg shall ensure that the appropriate claim is made promptly so that the Venue is available for the Games insofar as reasonably possible in accordance with this Agreement.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

15.2 Winnipeg agrees to obtain and maintain throughout the Venue Access Period commercial general liability insurance against claims for personal and bodily injury, death or damage to property arising out of any of the operations and activities of Winnipeg under this Agreement, or as a result of any of the acts or omissions of Winnipeg, or any of its officers, employees or agents. Such insurance shall be with insurers satisfactory to Host Society.

15.3 Without limiting the generality of the above, such insurance shall:

(a) name Host Society, its officers, directors, employees, volunteers and agents as Additional Insureds;

(b) include a cross-liability clause and provide coverage for premises and operations, blanket contractual, extended bodily injury including advertising liability, as well as non-owned automobile and products and completed operations coverage (as applicable);

(c) provide $5 million per occurrence minimum limits of third party liability during the Venue Access Period;

(d) contain a clause which states that the insurers will not cancel, materially alter or cause the policy to lapse without giving thirty (30) days prior notice in writing to Host Society.

15.4 The insurance required in this section may be part of Winnipeg's blanket coverage.

15.5 Winnipeg shall provide to Host Society certified copies of insurance policies, or certificates in lieu thereof, evidencing required insurance coverages, and thereafter automatically upon policy renewal for the Venue Access Period.

15.6 The foregoing provisions as to indemnification and insurance as set out in Part 14 and 15 shall also apply mutatis mutandis to Host Society providing indemnity and insurance coverage for the benefit of Winnipeg except that it is agreed that the Host Society shall also carry appropriate insurance on all chattels which it brings into each Venue.

15.7 Insurance acquired by Host Society shall also extend to all Temporary Structures, equipment, goods and chattels which it has at the Venues.

15.8 The obligations under this section shall not be subject to the provisions of Article 12 of this Agreement. This section shall survive the expiration of early termination of this Agreement.

16.0 ADVERTISING AND MARKETING REQUIREMENTS

16.1 During the Venue Use Period, Winnipeg acknowledges that in order to comply with Host Society's Advertising and Marketing Requirements, Host Society shall have the exclusive right to determine and place signs, symbols and other advertising, whether of a commercial nature or otherwise, in and around the Venues, including Concessions. Winnipeg agrees that it will not authorize any commercial advertising beyond what it normally would do on its property that would be displayed during the Venue Use Period that is inconsistent with Host Society's Advertising and Marketing Requirements. During the Venue Use Period Host Society may remove or cover any signs, which it, in its sole discretion, determines to be inconsistent with the Games, the image of the Games or its Advertising and Marketing Requirements.

16.2 Winnipeg shall not authorize or contract for commercial or other advertising to be displayed during the Venue Use Period, which is intended to subvert or interfere with the Advertising and Marketing Requirements of Host Society. Winnipeg shall ensure that any contracts or agreements which it enters into after the execution of this Agreement specifically make reference to the fact that the rights under that agreement are subject to the obligations of Winnipeg and the rights of Host Society under this Agreement.

16.3 During the Venue Use Period, Winnipeg agrees that all goods and services sold or provided in, on and about the Venue, including Concessions and vending machines, shall conform with the Host Society's Advertising and Marketing Requirements except that such requirements shall not apply in the event of any inconsistency with the operation of concessions and vending machines at the Pan Am Pool.

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

16.4 Host Society agrees to provide the Venue with timely notice of the corporations with which it signs agreements relating to its Advertising and Marketing Requirements.

17.0 RELATIONSHIP OF THE PARTIES

17.1 This Agreement in itself does not constitute any party to be the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and no party shall have the power to obligate or bind the other party in any manner whatsoever.

18.0 WAIVER

18.1 The waiver by any party of the strict observance or performance of any term of this Agreement or of any breach of it on the part of any party shall not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term of this Agreement.

19.0 SEVERABILITY

19.1 The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of the provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if any invalid or unenforceable provisions are omitted provided the primary purpose of this Agreement is not thereby impeded.

20.0 CONFIDENTIALITY

20.1 The parties agree that the details of this Agreement and any information or documents provided pursuant to it shall be confidential and each shall undertake whatever measures are reasonably necessary to preserve that confidentiality. Any release of information concerning this Agreement shall be approved by the parties prior to being released or published; provided that neither party shall unreasonably withhold its approval of any announcement. Notwithstanding the foregoing, Host Society may report the details of this Agreement to its Executive Board and either party shall be entitled to make such disclosure concerning it as may be required by law or to Customs and Revenue Services Canada. The parties may make such disclosure of the contents of this Agreement as may be reasonably necessary to carry out the terms of this Agreement.

21.0 ENTIRE AGREEMENT

21.1 This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior oral and written understandings, arrangements and agreements relating thereto.

22.0 NOTICES

22.1 Formal notices required or permitted by this Agreement shall be in writing and shall be sent by delivery, by facsimile, or by mail prepared and registered at an office of Canada Post and shall be directed to or addressed as follows:

(a) If to Host Society, to:

1760 Main Street
Winnipeg, Manitoba
R2V 1Z7

ATTENTION: Doreen Bechtle, Facilities Sports Manager
Facsimile Number: (204) 927-2099

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

(b) If to Winnipeg, to:

The City of Winnipeg
7th Floor, 395 Main Street
Winnipeg, Manitoba
R3B 3N8

ATTENTION: Gerald Mirecki
Facsimile Number: (204) 986-4274

or such other address(es) as each party may notify for this purpose. Notice so sent shall be well and sufficiently given and received:

I. if sent by delivery, when delivered;

II. if sent by facsimile, when confirmed in writing by the sender's facsimile device as transmitted;

III. if mailed in Canada registered with acknowledgement of receipt, on the date of acknowledgement of receipt, or, if simply registered, on the fifth day after the date of registration provided that, in the case of simple registered mail, should there be between the time of registration and the date of deemed receipt a mail strike, slow down or other labour dispute which might reasonably affect delivery of the notice, then notice so mailed shall only be effective if and when it is actually delivered to the address of the intended recipient.

23.0 INTERPRETATION

23.1 Words importing the singular number only shall include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter as the parties and the context may require.

23.2 The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of the provisions to which they refer.

23.3 In the event of any ambiguity or inconsistency between the body of this Agreement and the Schedules, if any, the terms of the body of the Agreement and the Schedules shall be read together and interpreted and applied in the manner that most reasonably reflects and is consistent with the common intention of the parties and the most reasonable objective that is to be attained.

24.0 DISPUTE RESOLUTION

24.1 In the event that any dispute arises with respect to this agreement, other than any which arise during the period of July 24 – August 4, 2002, the parties agree to resolve it as follows and in the following chronological order:

(a) within seven (7) days of one party notifying the other in writing of a dispute, the General Manager of the Host Society and the most Senior Administrative Officer of the Venue shall meet and attempt to resolve the dispute. In the event they do not so meet or are unable to resolve the dispute, then

(b) within seven (7) days of such failure, the parties, or representatives of them, shall meet with a mediator provided by Mediation Services or A.D.R. Services (if more than one is available within the time frame, the choice shall be made by drawing the name from a hat), with the costs of the mediator being shared by the parties, and attempt to resolve the dispute. In the event that such meeting does not take place or the dispute is not resolved, then

Report of the Executive Policy Committee dated November 21, 2001

Appendix "C" referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

(c) within seven (7) days of such failure, the parties shall meet to have the dispute resolved by binding arbitration by an arbitrator provided for by one of the firms described in subparagraph (b) which did not do the mediation (if more than one is available within the time frame, the choice shall be made by drawing the name from a hat), with the costs of the arbitrator being shared by the parties, which arbitrator shall issue their award within seven (7) days of so meeting.

All such mediations and arbitrations shall take place in Winnipeg, Manitoba. In any arbitration each party is entitled to depose one fact witness and one expert witness and to conduct such other discovery, as the arbitration panel deems appropriate.

24.2 In the vent that any dispute arises during the period of July 24 – August 4, 2002, the dispute shall be immediately referred to the City of Winnipeg representative on the Executive Board who shall expeditiously resolve the matter. That person's decision shall be final.

25.0 VARIATION

25.1 Any variation, alteration or waiver of any of the provisions of this Agreement must be in writing.

26.0 FURTHER ASSURANCES

26.1 The parties agree to execute and deliver all such other and further documents and assurances as may be necessary or required to carry out the terms of this Agreement.

27.0 ASSIGNMENT

27.1 The rights granted under this Agreement are personal to the parties and are not assignable nor may there be granted a sub-license without the prior written consent of Host Society, such consent not be reasonably withheld.

28.0 ENUREMENT

28.1 This Agreement shall enure to the benefit of and shall be binding upon the successor and permitted assigns, if any, of the parties hereto.

29.0 PREAMBLE AND SCHEDULES

29.1 The Preamble and Schedules, if any, and any amendments or modifications from time to time to the Schedules or this Agreement, shall be deemed to be incorporated into and form an integral part of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto set their signatures this _____ day of _____, 2001 by the Party of the First Part and this _____ day of _____, 2001 by the Party of the Second Part.

Report of the Executive Policy Committee dated November 21, 2001

Appendix “C” referred to in Clause 1 of the Report of the Executive Policy Committee dated November 21, 2001 (continued)

2002 NORTH AMERICAN INDIGENOUS
GAMES HOST SOCIETY (WINNIPEG) INC.

Per:_____

Per:_____

THE CITY OF WINNIPEG

Per:_____

Per:_____

Approved as to details
including financial details:

_____
Director of Community Services

Certified as to form:

_____
for City Solicitor/Manager of
Legal Services

EXECUTIVE POLICY COMMITTEE

CONSIDERATION OF BY-LAWS

28 - On motion of His Worship Mayor Murray, the rule was suspended and By-law No. 7921/2001, an initial borrowing by-law of The City of Winnipeg to authorize the borrowing of money by the issue and sale of debentures of the City in the principal amount of $43,399,483.60 for the purpose of repaying in full the principal of the Debentures issued and sold pursuant to By-law No. 5838/92, was read a first time.
Files ST-7 (Vol. 15) and FC-2 (Vol. 18)

His Worship Mayor Murray moved that this constitute the first reading of By-law No. 7921/2001, which motion was carried.