THE CITY OF WINNIPEG

COMMUNITY INCENTIVE GRANT PROGRAM

Henteleff Park Foundation Inc. FUNDING AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____ A.D., 2016.

BETWEEN:

The City of Winnipeg
(hereinafter referred to as "the City"),
OF THE FIRST PART,

- and –

Henteleff Park Foundation Inc.
(hereinafter referred to as "the Project Sponsor"),
OF THE SECOND PART.

WHEREAS the City conducts a program known as the Community Incentive Grant Program pursuant to which contributions may be made to assist Project Sponsors to carry out approved projects specifically designed to develop community recreation and sport facilities resulting in long-term benefits;

AND WHEREAS the Project Sponsor intends to implement a project and has a project proposal which has been approved by the City;

AND WHEREAS the City is prepared to make a contribution to the Project Sponsor with respect to the approved project;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in covenants and undertakings herein contained, the parties hereto agree as follows:

1. a. The Project Sponsor hereby undertakes and agrees to carry out the project described in Schedule "A" to this Agreement and in a manner acceptable to the City's Director of Community Services, and no change to or modification of the project shall be done without the prior written authority of the City's Director of Community Services.

b. The City hereby undertakes and agrees to make contributions not exceeding the maximum amount specified in Schedule "A" for items which the City's Director of Community Services in her absolute discretion considers to be directly related to and necessary for the efficient management of the project and to the attainment of the project objectives.

2. The project shall be carried out within the territorial limits of the City.

3. The project and all persons employed therein shall at all times be under the direct supervision, management and control of the Project Sponsor or its agent, which agent has been approved by the City's Director of Community Services.

4. Where the total cost actually incurred by the project is less than the total costs indicated in Schedule "A" to this Agreement, the contribution to be made pursuant to this Agreement shall be reduced proportionately.

5. The project shall be subject to review and inspection by representatives of the City during normal working hours. The City's Director of Community Services shall notify the Project Sponsor in writing of any alterations required to comply with the contract and the Project Sponsor shall immediately give effect to these alterations.

6. The project shall be operated in compliance with all laws, by-laws and regulations and such permits, licenses, consents and other authorizations as may be required to permit the carrying out of the project shall be obtained by the Project Sponsor or its agent prior to the commencement of any activity whatsoever.

7. The Project Sponsor shall obtain Third Party Liability Insurance Coverage for the project in an amount and subject to such additional terms and conditions as are specified by the City's Director of Community Services, and where the work is being done by a contractor hired by the Project Sponsor, the Project Sponsor shall ensure that the appropriate Third Party Liability Insurance Coverage has been obtained by the contractor prior to work commencing and in an amount and subject to such additional terms and conditions as are specified by the City's Director of Community Services. If required by the City's Director of Community Services, the Project Sponsor shall obtain, or ensure that the said contractor obtains, such property or business interruption insurance, in an amount and subject to such terms and conditions as are specified by the City's Director of Community Services.

8. The Project Sponsor shall be solely and absolutely responsible for any liability arising from a contract between the Project Sponsor and any contractor or sub-contractor or an employee engaged to undertake a portion of the project.

9. Nothing in this Agreement shall be construed so as to authorize the Project Sponsor to contract for, or incur any obligations whatsoever, on behalf of the City.

10. The Project Sponsor shall set up and maintain such books and records as are necessary for the proper financial management of the project, including and without restricting the generality of the foregoing:

a. A record of all project revenue and its application;

b. A record of all project expenditures together with supporting documentation, including but not restricted to, invoices, payroll records and cancelled cheques.

The City shall have the right to audit the records of project revenue and expenditures at any time during regular working hours and shall be provided with all documentation and explanations required.

11. Where any documentation required to be produced by the Project Sponsor pursuant to this Agreement is in the possession of a contractor or other person hired by the Project Sponsor, the Project Sponsor shall obtain that documentation for the City forthwith.

12. Unless otherwise authorized by the City's Director of Community Services, all monies received from the City under this Agreement shall be kept in a separate account with an institution providing banking facilities and all transactions therefrom shall be recorded in the books and records of the project and used only for the purposes for which the money was received.

13. a. The Project Sponsor shall forward, to such places as the City's Director of Community Services directs, written reports as requested by the City's Director of Community Services, providing a detailed statement, certified correct by the authorized signing officers for the Project Sponsor, of all expenditures and revenues relating to the project.

b. The Project Sponsor shall also furnish such other reports concerning the progress of the project and the attainment of the project's objectives, as may be requested by the City's Director of Community Services.

14. The financial books, records, accounts, invoices, receipts and vouchers relating to the conduct of the project, shall be retained by the Project Sponsor until:

a. Written permission for their disposal is obtained from the City's Director of Community Services; and

b. Permission for disposal is obtained from all appropriate authorities as may be required under applicable Federal, Provincial and Municipal legislation.

15. Payment of the City's contribution shall be made on the basis of financial/activity reports. The City shall supply the required forms to the Project Sponsor. The completed reports shall be submitted by the Project Sponsor on the date specified in Schedule "A", and shall consist of the financial/activity reports and certified copies of paid invoices and cancelled cheques.

16. Notwithstanding any other clause in this Agreement, the City's Director of Community Services may withhold payment of any amount payable under this Agreement:

a. Where the Project Sponsor has failed to comply with any covenant, term or condition contained herein.

b. Where the City's Director of Community Services is, in her sole judgment, not satisfied with the progress of the project or the quality of the work performed.

c. Pending the outcome of any audit being done on the project by the City.

17. a. Where the Project Sponsor receives contributions towards the cost of the project from a not previously identified source, this source shall be reported to the City's Director of Community Services forthwith.

b. Where a contribution is reported by the Project Sponsor, the City's Director of Community Services, in her absolute discretion, may reduce the City's contribution under this Agreement in an amount equal to or less than the amount of the contribution reported.

18. It is understood and agreed that from each and every payment made by the City to the Project Sponsor, 7.5% of said payment shall be held back pursuant to The Builders' Liens Act, and the sums so held back shall not be released to the Project Sponsor except in accordance with said Act.

19. If, at any time, in the opinion of the City's Director of Community Services, the Project Sponsor has failed to conduct the project in a manner acceptable to the City or has failed to comply with any of the covenants or undertakings contained herein, or for any other or no reason, the City's Director of Community Services may immediately terminate the Agreement and any payments thereunder by giving written notice thereof to the Project Sponsor, and any payments which would have been otherwise payable to the Project Sponsor at the time of such termination shall no longer be payable. This clause shall also apply in the event the Project Sponsor should be adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a Receiver should be appointed.

20. In the event payments made to the Project Sponsor by the City exceeds the amounts to which the Project Sponsor is properly entitled pursuant hereto, the amount of such excess shall be payable forthwith to the City upon receipt of notice thereof and such amount shall be recognized as being a debt to the City.

21. Any public announcements relating to this Agreement, as well as any official opening ceremony, or start-up event for a project under this Agreement, shall be planned jointly by the Project Sponsor and the City.

22. The Project Sponsor shall be solely responsible for and shall indemnify and save harmless the City from any and all losses, expenses, damages, demands, claims and actions arising out of or in connection with injuries, including death, or damages to any and all persons, whether participants or others, and to property, in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the project or any failure to perform any term or condition of this Agreement.

23. Schedule "A" attached hereto shall form part of this Agreement.

24. This Agreement shall not be assigned, sublet or transferred by the Project Sponsor without the prior written approval of the City's Director of Community Services.

25. Any payments due hereunder by the City shall be subject to there being an appropriation by the City for the fiscal year in which such commitment becomes due for payment.

26. It is further understood and agreed by the Project Sponsor, and its representatives, agents, servants and employees that the person or persons signing this Agreement on behalf of a Project Sponsor which is not a legally incorporated body or registered partnership hereby undertakes and agrees to be personally, jointly and severally liable for any and all obligations assumed by the Project Sponsor under this Agreement and for any future debt due the City by reason of this Agreement.

27. In the event the project is constructed or placed in or on property owned by the City, the City shall, at the completion of the project, have sole right and title, and shall own absolutely the project.

28. The parties acknowledge and agree that the Project Sponsor is an independent contractor and neither the Project Sponsor, nor any officer, servant, agent or a volunteer of the Project Sponsor shall be deemed to be an employee, agent, representative or servant of the City.

29. All notices, instructions, consents, approvals, authorizations, documents or other communications required or permitted to be given in writing under this Agreement shall be deemed to be satisfactory if delivered personally or mailed to the Project Sponsor at the address given in Schedule "A" attached hereto, and shall be conclusively deemed to have been received:

a. In the case of personal delivery, on the day of delivery;
b. In the case of mailing, 48 hours following the date of mailing.

30. This Agreement contains the entire agreement of the parties and supercedes, cancels and revokes any and all other agreements between the parties or their representatives relating to the subject matter of this Agreement. There are not representations or warrants, either oral or written, except those contained in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

THE CITY OF WINNIPEG

Per: _____
Chief Financial Officer

Henteleff Park Foundation Inc.

_____ _____
Witness Signature Signature and Position

_____ _____
Witness Signature Signature and Position

APPROVED AS TO CONTENT: CERTIFIED AS TO FORM:

_____ _____
Director of Community Services for City Solicitor

SCHEDULE "A"

Original Agreement _____ Amendment _____ Date of Amendment _____

Project Start Date: _____ Project End Date: _____

A. **Name of Sponsor** **Henteleff Park Foundation Inc.**
c/o Yude Henteleff
Address 2500 - 360 Main Street
Winnipeg, MB
R3C 4H6 (204) 956-3526

Approved by: Riel Community Committee
Date: March 10, 2014

B. **This Agreement in based on the following financial data:**

Total Project Cost	100%	$ _____
Total Sponsor Contribution	_____%	$ _____ *
CIGP Contribution (i.e. % of total project cost)	_____%	$ _____

Confirmed Source(s) of Sponsor Funds:

1. _____ $ _____
2. _____ $ _____
3. _____ $ _____
4. _____ $ _____
5. _____ $ _____

Total Sponsor Contribution: $ _____ *
(These two amounts must be equal.)

C. **Project Description:** Henteleff Park Interpretive Centre

D. **Claims must be submitted at least as often as on the following dates:**

a. _____ b. _____

c. _____ d. _____