Contribution Agreement

Name of Organization: The City of Winnipeg (the "Recipient")
Organization Representative: Kendall Thiessen
Project Name: Wellington Crescent Pathway- Doncaster St. to Park Blvd.
Province: Manitoba
Project Code: 102833
TCT Representative: Kristen Gabora

SUMMARY

1. Trans Canada Trail ("TCT") will fund **25%** of actual eligible expenditures for the Project, up to the maximum contribution amount set out below.
2. The maximum contribution amount from TCT to the Recipient, to be put towards the completion of this Project, is: **$50,000.**
3. The term of this contribution agreement ("this Agreement") is from the date of signature by TCT to **31/07/2020.**
4. The **Scope of the Project** (including the purpose of the contribution, a brief summary of the Project, the eligible costs, Project schedule, Project budget, and expected results) is set out in **Appendix A**.
5. The **Scope of the Project** will not change without advance written approval from TCT.
6. The **Appendices** to this Agreement form part of this Agreement.

THE RECIPIENT AGREES TO:

(1) Complete each stage of the Project, as well as the entire Project, on time, as set out in **Appendix A.**

(2) Comply with the requirements set out in **Appendix B.**

(3) Comply with the reporting schedule set out in this Agreement.

(4) Take full responsibility for the ownership, maintenance and repair of the Trail, infrastructure, and signage, for the area covered by the Project, subject to this Agreement.

(5) The Trail only being used for lawfully permitted activities, otherwise allowed on the trail type for which it was built and registered with TCT (greenway, mixed use or motorized). Prior to any change in the registered trail type, the Recipient must first notify and receive the written approval of TCT. In the event of non-compliance with this provision, TCT may, at any time, require reimbursement by the Recipient of any contribution provided by TCT. Upon receipt of such requirement from TCT, the Recipient will reimburse TCT the amount requested, up to the full amount of the TCT contribution, within 14 days of the request being made to the Recipient by TCT.

(6) Consent to the publication by TCT of any and all information related to this project, including but not limited to, the amount and details of TCT's financial contribution, the name of the Recipient organization, the project description, and any other related information.

The Recipient's failure to comply with any of the above constitutes a default under this Agreement.

REPORTING AND PAYMENT CONDITIONS

(1) The Recipient must deliver written progress reports for the Project to TCT in accordance with this Agreement, including Appendix A. The progress reports must include the following information:

- Confirmation that each aspect of the Scope of the Project has not changed (an explanation, as well as advance approval from TCT, is required for any changes)
- The previous month's expenses and total cost to date
- Any other information or documentation required by this Agreement
- Supporting documentation for any expenses incurred for the Project, as required by TCT in its sole discretion

(2) The Recipient must deliver a final report for the Project to TCT within 30 days of the substantial completion of the Project. The final report must include the following information:

- Proof of insurance, with TCT identified as one of the insured entities
- Description of how TCT's contribution has been or will be recognized
- The previous month's expenses and total costs to date
- Matching funds sources
- In the case of a study, the final design, report or any other documentation produced during the study
- Any other information or documentation required by this Agreement
- Maintenance plan
- Supporting documentation, as required by TCT in its sole discretion

(3) If TCT does not receive progress reports, or a final report, in accordance with this Agreement, it may withhold payments until the reports are received and determined by TCT to be in accordance with this Agreement. Aside from all other available remedies, TCT may terminate this Agreement if any such report, otherwise in accordance with this Agreement, is not received by TCT within sixty (60) days of the date on which the report was due.

(4) In addition to the scheduled reports, TCT, in its sole discretion, may require the Recipient to submit additional reports, verbally or in writing, on such timing as required by TCT.

(5) During the term of this Agreement, the Recipient must demonstrate that it is overseeing the Project in accordance with this Agreement, including but not limited to, the Scope of the Project, and that it has the ability to complete the Project in accordance with this Agreement. The Recipient may be

subject to work inspections and validation of financial data by TCT, in its sole discretion, which must be kept up to date throughout the Project.

(6) The Recipient must maintain all records associated with the Project, and retain them for at least six (6) years after the expiry of this Agreement. If requested by TCT, the Recipient will provide any requested records to TCT for inspection, verification or copying, and must allow access to work sites for inspection. Staff, volunteers or subcontractors involved in the Project must be made available to TCT for interview purposes as required by TCT in its sole discretion.

(7) The Recipient may be asked to participate in an evaluation or audit of the Project or contribution under this Agreement. In such case, the Recipient will make available any records required for such evaluations or audits.

The Recipient's failure to comply with any of its obligations in the above section constitutes a default under this Agreement.

PAYMENTS

(1) Payments will be made by TCT within 30 days of the submission of the monthly progress report or final report by the Recipient, and will be based on the percentage of contribution specified, multiplied by actual eligible project expenditures submitted in the report, up to the maximum total contribution amount set out in this Agreement.

(2) The total contribution will be based on the actual approved Project expenditures up to the maximum contribution amount set out in this Agreement. The total contribution amount may be lower than originally specified, as set out in this Agreement, including if the eligible expenses incurred by the Recipient are less than those detailed in the Scope of the Project.

(3) Spending on the Project by the Recipient must be within the agreed upon budget allocation included in the Scope of the Project. The Recipient must report any budget reallocation within the budget categories in the next progress report , as well as in the final report.

(4) Any unspent funds must be returned to TCT, unless TCT has provided the Recipient with prior written approval for such funds to be spent on other items or activities that are consistent with the Project's purpose, in TCT's sole discretion.

(5) All payments under this Agreement are conditional upon TCT receiving sufficient funding from its funding sources. The Recipient understands and agrees that if TCT determines, in its sole discretion, that it does not have sufficient funding for the amounts payable to the Recipient under this Agreement, TCT may reduce the payments or terminate this Agreement, without any further obligation or liability by TCT. In such case, the Recipient will have no recourse or rights against TCT.

DEFAULTS

(1) Each of the following actions constitutes a default under this Agreement:

- Any named default in this Agreement
- False statements to TCT by the Recipient
- Failure of the Recipient to meet any conditions, requirements or obligations of this Agreement
- TCT determines, in its sole discretion, that the Recipient will be unable to complete the Project in an acceptable manner or otherwise in accordance with this Agreement

(2) TCT will deliver notice to the Recipient, in writing, of any such defaults (the "Default Notice"). The Recipient will be required to comply with the conditions set out in the Default Notice. Upon receipt of the Default Notice, the Recipient will have 30 days to remedy the default. If the Recipient does not remedy the default, or otherwise comply with the Default Notice, TCT may, in its sole discretion:

- Suspend or terminate this Agreement, including any payments required under this Agreement
- Suspend or terminate any other agreements between the Recipient and TCT, including any payments under those agreements
- Refuse to support any future projects of the Recipient
- Recover some or all of TCT's contribution for the Project
- Remove The Great Trail designation from any area associated with the Recipient
- Any other action or remedy permitted under this Agreement or at law

(3) The failure by TCT to take any action in response to a default under this Agreement does not constitute a waiver of TCT's right to take future action with respect to said default.

CLAIMS, TRANSFER, TERMINATION AND RECOURSE

(1) The Recipient will not make any claim against TCT for any delay or deficiency in the completion of the Project, nor for any inaccuracies in information provided to the Recipient under this Agreement or otherwise.

(2) The Recipient shall indemnify and hold harmless TCT and its directors, officers, employees, agents, assigns and representatives from and against any and all costs, claims, demands, expenses, actions, and causes of action (the "Claims"), howsoever caused, which arise out of, relate to, or result from the Project, including but not limited to, TCT's contribution under this Agreement, including but not limited to any Claims for damage to property or injury to persons (including death). TCT also holds this indemnity in trust for parties who are not signatories to this Agreement.

(3) TCT is not liable for any borrowings, leases or other obligations that the Recipient may have incurred with respect to any obligations or expenses towards which contribution under this Agreement is made.

(4) In addition to any other available remedies, this Agreement may be terminated immediately by TCT if the Recipient ceases operations, liquidates its business, is placed in receivership, becomes insolvent or declares bankruptcy.

(5) In the event of a dispute arising from or in connection with this Agreement, the parties agree to engage in good faith discussions for 30 days, or such further period as may be agreed by the parties in writing, in an attempt to resolve the dispute. If the dispute is not resolved within the aforesaid period, either party may refer the matter to an arbitration.

(6) This Agreement is not transferable by the Recipient.

(7) This Agreement shall be governed solely by the laws of Ontario.

AUTHORIZED SIGNATURES

The undersigned hereby certify the following:

- I am duly authorized to bind our organization
- The information included in this Agreement, including in the appendices, is accurate

_____	_____
Paul Olafson, Interim Chief Financial Officer Name of Recipient Signing Authority	Name of TCT Signing Authority
_____	_____
Signature (Recipient)	Signature (TCT)
_____	_____
Date Signed	Date Signed

This signature page makes up part of the Wellington Crescent Pathway – Doncaster St. to Park Blvd. Project Contribution Agreement between Trans Canada Trail and The City of Winnipeg.

Certified as to Contract Details:

_____

Director of Planning, Property and Development

Legally reviewed and certified as to form:

_____

for Director of Legal Services/City Solicitor

APPENDIX A — SCOPE OF PROJECT

Information	
Project Name	Wellington Crescent Pathway- Doncaster St. to Park Blvd.
Total Cost (budget)	$202,000
TCT max Contribution	$50,000
% of total cost (contribution)	25%
Schedule	
Start date	01/04/2019
Completion date	15/02/2020
Expiration date	31/07/2020

Project Deliverables

Deliverable	Due Date
Contribution Agreement	**2019-10-20**
Progress Report 1	**2019-11-20**
Final Report	**2020-02-20**

Description

UPDATE:
Project began as a riverbank stabilization project but has now changed to be a study investigating the creation of an AT corridor along Wellington Cres. Design is set to be complete in February 2020. This is a link between major AT networks, residential areas and Assiniboine Park--one of the most well known and utilized parks in Winnipeg.

Original description:
Riverbank stabilization, and erosion protection will be required to protect the trail, if it is to be maintained along the present alignment.

Damaged portions of the trail will then be reconstructed along the existing trail or along a revised alignment.

Trail realignment will be considered where it aligns with the project objectives of providing safe, off-street cycling and pedestrian facilities.

APPENDIX B — Promotion and Recognition

Appendix B is provided to ensure that TCT (national) and the Recipient (local) benefit as much as possible from the unique and valuable relationship we share.

TCT recognizes that the Recipient commonly engages in a variety of fundraising activities, in addition to receiving financial support from TCT.

The Recipient recognizes that TCT also fundraises for local Trail projects in their provincial/territorial jurisdiction, in addition to providing fundraising advice and limited support to recipients requiring assistance.

Guiding Principles

Collaboration: TCT and the Recipient recognize their shared responsibility to collaborate on achieving their goals and priorities, and are committed to a multi-sector approach.

Stewardship: The Recipient recognizes that donors have entrusted TCT to invest their support in order to ensure the greatest impact. The Recipient will work with TCT to meet their commitment to donors.

This appendix is a commitment by the Recipient to TCT. The contribution provided through this agreement has been supplied, in part, through donations to Trans Canada Trail and TCT is committed to recognizing these donors for their support.

Trans Canada Trail agrees to:

(1) Give a contribution to the Recipient for the completion of the Project, as set out in this Agreement.

(2) At its sole discretion, promote trail sections, funded programs and initiatives within the Province/Territory through a variety of channels, including but not limited to: TCT's website, social media channels, as well as campaign and promotional materials.

(3) Consult and provide guidance with respect to fundraising, upon request (when feasible) to reduce donor confusion.

(4) Ensure regular and timely communications with the Recipient on any matter that may affect their relationship with TCT or the terms of this Agreement.

The Recipient agrees to:

(1) Promote TCT by acknowledging its contribution in communications and marketing materials, including adding the Trans Canada Trail and The Great Trail logos to the Recipient's website and including them in advertising, annual reports, newsletters and news releases.

(2) Prepare or collaborate, as required, on the development of an event to acknowledge the project (i.e. announcement of contribution, trail opening, etc.) and provide a speaking opportunity for a TCT representative.

(3) Portray TCT and The Great Trail positively in all verbal and written communication to the public.

(4) Protect TCT's brand identity by following brand and logo usage guidelines.

(5) Display signage that is provided, recognizing TCT Trail as a funder. This signage should be placed in a high-traffic area or at the construction site.

(6) Collaborate with TCT throughout the term of this Agreement to support marketing and content materials such as blogs, newsletters and other engagement programs that help to demonstrate our work together in the Province/Territory.

(7) Refrain from fundraising from national corporations who may have already given to TCT. TCT will, in turn, refrain from fundraising from local and provincial branches of similar national corporations. If there are questions about who these national corporate donors are, and/or if advice is required to coordinate a stronger approach to ensure success of your organization, please contact the VP, Resource Development at TCT.

(8) Participate in donor recognition initiatives, such as thanking donors, when appropriate, thereby making a tangible connection between donations to TCT and improvements to The Great Trail.

(9) Provide, for TCT's review, any publication, printed recognition, or signage featuring the TCT logo, prior to publication.

(10) Notify TCT in advance of any public events related to the Project, and provide an opportunity for TCT representation and recognition at the event. Notification should be sent to TCT's VP, Communications and Marketing.

Demonstrating tangible recognition of local donors who have contributed to the success of the Project, including notifying TCT, will reflect positively on the Recipient and will be considered in future funding requests submitted to TCT.

TCT also encourages recipients to follow The Great Trail on social media and share its content when possible.

Appendix C - Payment Information (Please select one of the following payment methods):

☐ Electronic Funds Transfer (EFT)* ☐ Cheque

*** For EFT payments, please complete the following form:**

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

Type of authorization ☐New Banking/E-mail information ☐Change Banking/E-mail		
Company Name	Street Address	
City	Province	Postal Code
Phone	Business/GST No.	
E-mail		

Name of Financial Institution	Branch No.
Institution No.	Account No.

Account Type: Chequin ☐ Savings ☐ Other: ☐ (Specify Account Type)
Company Use Only
ID Supplier

I/We authorize TCT to make all payments by direct deposit into the above account (I/We have attached a void cheque/bank letter).

I have the authority to provide the above information on behalf of the corporation/organization/payee

Signature _____ Date (dd-mmm-yy) _____

Name (Please print) _____ Job Title (Please print) _____