

4.26 Pay all expenses and cost which may be incurred by reason of liens for nonpayment of labour and materials orders by ALE, Workers' Compensation Board, Unemployment Insurance and Revenue Canada concerning Federal or Provincial Employee Tax Remittances and General Services and Sales Taxes in connection with the operation of the Centre.

4.27 ALE shall make every reasonable effort to screen all existing and new staff/volunteers that are, or may be, working with children and youth to safeguard against any abuse. ALE shall require all staff and volunteers working with or near children and vulnerable adults to submit to a Criminal Records Check.

## 5. CONDITIONS OF PREMISES

ALE agrees that, upon termination of this Agreement pursuant to clauses 2 and 22, ALE shall leave the Centre in the same or like condition as it was on December 31, 2021, following inspection, subject to normal wear and usage.

## 6. LICENSES/PERMITS

ALE agrees that any licenses/permits obtained for the operation of the Centre shall be in the name of the CITY, unless otherwise required by law to be in the name of ALE.

## 7. DISCRIMINATION AND RESPECTFUL WORKPLACE

ALE acknowledges that the Centre shall be for all members of the community regardless of race, creed, gender, spiritual belief, or physical ability and ALE shall not discriminate against any members of the community on any of these grounds with the exception of those members of the community whose use of the Centre may pose a legitimate health or safety risk to themselves or others.

ALE also acknowledges that the CITY expects that the Centre operation will fulfil requirements and policies for a Respectful Workplace and Anti Bullying.

## 8. FUNDING

The CITY agrees that in consideration for the Service, the CITY shall pay by equal monthly installments, on the first business day of each month, commencing January 1st, 2022 one-twelfth (1/12) of the total of the Annual Contribution including the Annual Management Fee.

## 9. SURPLUS/SHORTFALL

9.1 If, at the end of any Fiscal Period, the total revenue of the Centre, including any

amounts paid by the CITY to ALE other than the Annual Management Fee, exceeds ALE's total expenses of providing the Service during the Fiscal Period, then the excess revenue (the "Surplus") shall be paid by ALE to the CITY, in which case Clause 16.0 shall apply.

- 9.2 If, at the end of any Fiscal Period, the total revenue of the Centre, including any amounts paid by the City to ALE other than the Annual Management Fee, does not exceed ALE's total expenses of providing the Service during the Fiscal Period, then any shortfall shall be the responsibility of the CITY.

#### 10. EXPENSES

It will be the responsibility of ALE to control expenses within those budgeted and submitted to the City annually. In the event of unforeseen circumstances resulting in an unbudgeted expense, or resulting in a discrepancy between the actual financial performance of the Centre and the budget, ALE shall promptly notify the City who shall be responsible for the unbudgeted expense or the discrepancy or both.

#### 11. DISPLAY LOGO

The CITY agrees that ALE may display its logo and other materials to identify ALE at the Centre and in publications.

#### 12. INDEPENDENT CONTRACTOR

The relationship between the CITY and ALE shall be that of an independent contractor. The parties agree that nothing contained herein shall be construed to deem ALE to be the agent of the CITY and that ALE has no authority to bind the CITY nor incur any expense or liability on the CITY's behalf.

#### 13. EXTERIOR GROUNDS MAINTENANCE

Unless otherwise specifically stated herein, the CITY is responsible for the exterior grounds maintenance of the property, including parking lot repairs, snow removal, and playground and skate park repairs.

#### 14. BANKING

ALE shall maintain a separate bank account for the operation of the Centre. All monies from time to time received on account of the operation of the Centre and the provision of the Service shall be deposited immediately in such account in the same drafts, cheques, bills or cash in which the same are received and all disbursements on account of the operation of the Centre

shall be made by cheque drawn on such account.

15. USE OF CITY MONIES

All monies received by ALE from the CITY under this Agreement other than under clause 17 shall be used only for the purpose of providing the Service.

16. SHARING THE SURPLUS

The CITY may share the Surplus, if any, with ALE in accordance with the following procedure:

- 16.1 ALE must submit in writing a request to share in the Surplus of a Fiscal Period by the last business day of February of the year following the Fiscal Period to which the Surplus relates.
- 16.2 CITY staff shall conduct a complete review of the Service provided during the Fiscal Period to which the Surplus relates to ensure that the level and quality of the Service has not diminished or decreased from previous years, but has continued to be enhanced. CITY staff shall utilize the Performance Measures and any other material or records to aid in their decision.
- 16.3 Based on the review conducted under clause 16.2, CITY staff may recommend, or may not recommend, that ALE share up to 50% of the Surplus, not more than \$10,000. CITY staff shall provide the recommendation with supporting rationale in a report to Council for the CITY within six months of receipt of a request under clause 16.1.
- 16.4 Upon receipt and consideration of a report under clause 16.3, Council for the CITY may decide to share the Surplus with ALE. Council for the CITY's decision shall be final.

17. MANAGEMENT FEE

ALE shall receive a direct management fee of \$123,500 in 2022 and in subsequent years of the Term a direct management fee equal to that of the previous years with an annual increase equal to the CPI or as otherwise mutually agreed upon (the "Annual Management Fee").

18. STRUCTURAL CHANGES

ALE shall not undertake any structural changes or additions to the Centre without prior approval from the CITY. Replacement or repairs of building structures, facilities or equipment, which are unbudgeted shall be undertaken only with prior approval of the CITY.

19. TECHNOLOGY

All computer hardware, software, point of sale terminals, telephone systems and other technology