

ITEM 10

MANAGER'S REPORT NO. 7

COUNCIL MEETING Jan. 28/74

10. Re: Windsor-Marlborough Area Community School Project
Local Initiatives Program Agreement
(Item 13, Report No. 5, January 21, 1974)

The Secretary of the Parks and Recreation Commission advises that the Commission at its meeting of January 23, 1974 authorized an expenditure of \$7,500 towards this project on the understanding that this would be the total financial support by the Municipality for 1974.

The Commission was given the power to act on this matter by Council on January 21, 1974.

It is now necessary to execute the attached agreement between the Corporation and the Government of Canada. The Parks and Recreation Department is shown as the sponsor.

RECOMMENDATION:

THAT the Council approve of this Local Initiatives Program and concur in the Commission's financial support of it to the extent of only \$7,500 for 1974; and

THAT the Municipal Treasurer be authorized to sign the application on behalf of the Corporation; and

THAT Mrs. Boileau and the Parks and Recreation Commission be advised accordingly.



Manpower
and Immigration

Main-d'œuvre
et Immigration

Local
Initiatives
Program

Programme
des Initiatives
Locales

Your file

Our file

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Job Creation Branch
Seventh Floor
549 Howe Street
Vancouver, B.C.
V6C 2C6

6 December 1973

Burnaby Parks and Recreation Department
4949 Canada Way
Burnaby, B.C.

Project No. 3X 2441

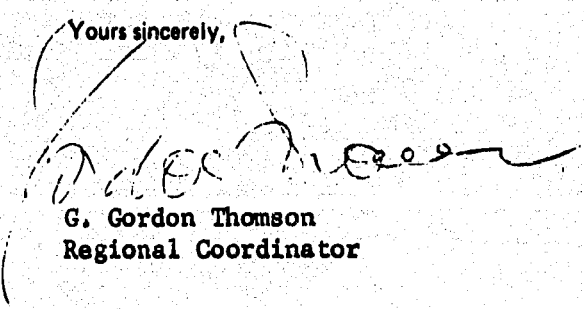
Dear Mr. Dockendorf:

I am pleased to inform you that the above project has been selected as one to receive support from the Government of Canada under the Local Initiatives Program.

As explained in "Information to Applicants" which you received with the application forms, each project approved becomes the subject of a formal agreement between the sponsor and the Government of Canada. If you agree with the provisions of the attached agreement and are prepared to comply with them, please sign both documents and return the original to the Department. The initial advance payment, to help you start the project, will be forwarded within a few days after receipt by the Department of the original contract document bearing your signature.

Your local Canada Manpower Centre will provide assistance in determining your manpower requirements and to facilitate the success of your project.

Yours sincerely,


G. Gordon Thomson
Regional Coordinator

GGT/gkp
cc--file

M & I 1238E (7/73)

Disponible en français (M & I 1238F)



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COUNCIL MEETING Jan. 28/74

3X 2441

THIS AGREEMENT entered into this 6th day of December, 1973

BETWEEN:

THE GOVERNMENT OF CANADA
(hereinafter referred to as
"CANADA") represented by the
MINISTER OF MANPOWER AND
IMMIGRATION (hereinafter referred
to as "the MINISTER")

OF THE FIRST PART

and
Burnaby Parks and Recreation Department
of 4949 Canada Way, Burnaby, in the
Province of British Columbia
(hereinafter referred to as the
"PROJECT SPONSOR")

OF THE SECOND PART

WHEREAS CANADA conducts a program known as the "Local Initiatives Program" whereby financial contributions are made to assist sponsoring groups in the carrying out of acceptable projects which are non-profit in nature and specifically designed to create additional employment in Canada for unemployed individuals and to contribute to the betterment of the community;

AND WHEREAS the PROJECT SPONSOR has implemented or intends to implement such a project and has presented a Project Proposal which is acceptable to the MINISTER;

AND WHEREAS the MINISTER is prepared to make a contribution in respect of a portion of the wages paid to employees hired by the PROJECT SPONSOR to work on the project, including a portion of the salary paid to the PROJECT SPONSOR for working on the project, and of a portion of such other costs as the MINISTER in his absolute discretion considers to be directly and necessarily related to the efficient management of the project and to the attainment of the project objectives;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that the parties hereto, in CONSIDERATION of the covenants and undertakings herein contained, covenant and agree with each other as follows:

- I In accordance with the provisions of the Project Proposal (as summarized in Schedule A annexed hereto and forming a part hereof), and subject to the covenants and undertakings hereinafter provided, the PROJECT SPONSOR hereby undertakes and agrees to carry out the project in a manner acceptable to the MINISTER and substantially in accordance with the description contained in Schedule A and CANADA hereby undertakes and agrees to make a contribution not to exceed in the aggregate the sum of \$ 9,360 for and in respect of wages actually paid to employees hired by the PROJECT SPONSOR to work on the project, of the salary paid to the PROJECT SPONSOR for working on the project, and such other incurred costs as the MINISTER in his absolute discretion deems to be directly and necessarily related to the efficient management of the project and to the attainment of the project objectives.
- II The PROJECT SPONSOR further covenants, undertakes, and agrees:
 1. (a) that the project shall be carried out within the territorial limits of Canada and commence operation within fifteen days from the date hereof or on or before such other date as the MINISTER may approve and shall be at all times under the direct supervision, management, and control of the PROJECT SPONSOR or of an agent of the PROJECT SPONSOR who has been approved by the MINISTER;
 - (b) that the project shall be subject to review and inspection by representatives of the MINISTER at such times and in such manner as they deem appropriate, and immediately upon receipt of written notice from the MINISTER, shall be altered in any manner considered appropriate to the MINISTER as being necessary to ensure that the objectives of the program and proper management procedures are being complied with;
 - (c) that the project shall be operated in compliance with all laws, by-laws, and regulations enacted by competent authority and all permits, licences, consents and other authorizations as may be required to permit the carrying out of the project shall be obtained prior to the commencement of any activity and at the sole expense of the PROJECT SPONSOR;
 - (d) that, if requested by the MINISTER to do so, the project sponsor shall erect at his expense on the project site a sign to be supplied by CANADA identifying the project as a project receiving a contribution under the Local Initiatives Program;
- Employees 2. (a) that all employees in the employ of the PROJECT SPONSOR shall be persons who are either Canadian citizens or persons lawfully admitted to Canada for permanent residence and who, immediately prior to recruitment on the PROJECT, were receiving unemployment insurance benefits

or other social assistance and were seeking work or shall be such other persons as the MINISTER may approve.

(b) that no member of the sponsor's immediate family may be employed on the project.

(c) that the PROJECT SPONSOR and employees shall not concurrently receive wages from more than one Local Initiatives Program Project during the term of this agreement.

(d) that unless prior written approval is obtained from the MINISTER, which said approval shall be given only in exceptional circumstances, the services and facilities of the Canada Manpower Centres shall be used for the hiring of the employees.

(e) that all laws, by-laws, and regulations enacted by competent authority in respect of conditions of employment, labour standards, and fair wages shall be complied with:

**Accounts
and
Records**

3. (a) that proper books and records of the financial management of the project shall be maintained and, without limiting the generality of the foregoing, shall include records of the names, addresses and work of all employees, their wage rate, the wages actually paid, and the daily hours worked by each employee, records of all other project costs, expenditures and revenues, together with all vouchers, receipts, cancelled cheques and the like evidencing such costs, expenditures and revenues and separate records respecting the disbursement of all moneys received from CANADA under this agreement.

(b) that the books and records shall be made available at all reasonable times for the inspection and audit by representatives of the MINISTER, who may make copies thereof and take extracts therefrom and proper facilities for any such inspection and audit shall be made available, together with any information that may be required with reference to such books and records;

(c) that, subject to any direction by the MINISTER, all moneys received from CANADA under this agreement shall be kept in a separate account with an institution providing banking facilities and all withdrawals therefrom shall be recorded in the books and records of the PROJECT and used only for the purposes for which the moneys were received;

(d) that there shall be forwarded to the MINISTER written monthly reports setting forth a detailed statement, certified correct by the project officers, of all expenditures, revenues and deposit withdrawals;

(e) that, whenever requested by the MINISTER, there shall be furnished such other reports concerning the progress of the PROJECT, particulars of the employees, and the attainment of the PROJECT objectives.

Liability

4. (a) that all payments required by law to be made by an employer in respect to Income Tax, Unemployment Insurance, Canada Pension, Quebec Pension, holiday pay and other related matters shall be the sole and absolute responsibility of the PROJECT SPONSOR and, if requested by the MINISTER, prior to the receipt of any contribution from CANADA the PROJECT SPONSOR shall establish that all registration requirements pertaining to such payments have been completed;

(b) that the actual carrying out of the project, the supervision and control of the employees in the employ of the PROJECT SPONSOR, the contracting with, and the supervision and control of, including the payment of any money's due thereunder, any subcontractor engaged to undertake a portion of the project, and any liability or obligation which may arise therefrom, shall be the sole and absolute responsibility of the PROJECT SPONSOR and there shall be no claims whatsoever made against CANADA;

(c) that any amounts due to subcontractors shall not be considered as a valid and proper claim in respect of wages but rather shall be deemed to be included in other costs of the project, any contribution thereto by the MINISTER being at his discretion and subject to the terms and conditions as hereinafter provided.

(d) that nothing in this agreement shall be deemed to authorize the PROJECT SPONSOR to contract for or incur any obligation on behalf of CANADA and, except where expressly provided herein, CANADA shall not reimburse the PROJECT SPONSOR for any liability or obligation incurred.

Contributions

5. (a) that the MINISTER may withhold payment of such amount as he deems necessary pending approval by him of the progress of the project, the said amount to include a sum not exceeding 10% of the contract value payable only on final approval by the MINISTER of the project.

(b) that if a portion of the contributions made by CANADA under the terms of this contract has been used for the purchase of assets which have not been physically incorporated into the final product of the PROJECT, subject to further direction by the MINISTER, the assets so purchased shall be sold at a fair market value and the funds realised from such sale shall be immediately paid over to CANADA;

(c) that no contribution shall be made in respect to such portion of the wages costs and other approved costs to which CANADA already shares or is required to share or that CANADA has borne or is required to bear pursuant to any other agreement or any other Act of the Parliament of Canada.

(d) that any revenue received as a consequence of carrying out the project during the term of this agreement shall be applied toward the costs of the project and no claim for contribution shall be made in respect to those costs which have been or should have been paid by such revenues.

III

Subject to the PROJECT SPONSOR complying with its undertakings herein contained, CANADA covenants, undertakes and agrees that:

1. the contribution shall be an amount determined by the actual number of manweeks worked on the project by the PROJECT SPONSOR and/or employees from the date of commencement of the project

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to the date of ()clusion of the project or termination or expiration of this agreement whichever shall occur first.

2. the amount, subject always to the limitation of the federal contribution as set out in Schedule A, shall be:

For Wages

The lesser of

(a) the actual gross wages paid to the PROJECT SPONSOR or Manager plus the actual gross wages paid to project employees.

OR

(b) the amount produced by multiplying the actual number of manweeks worked by the PROJECT SPONSOR or Manager and the employees by one hundred dollars (\$100).

For Other Costs

The lesser of

(a) the actual costs excluding gross wages incurred by the project which are deemed by the MINISTER to be directly and necessarily related to the efficient management of the project and to the attainment of the project objectives.

OR

(b) the amount produced by multiplying the actual number of manweeks worked by the PROJECT SPONSOR or Manager and the employees by twenty dollars (\$20).

Payment

3. that payment of the contribution shall be made in the following manner:

(a) an advance payment representing the estimated contribution in respect to wage and other costs for the first two calendar months of operation, or ninety per cent (90%) of the total contribution, whichever is the lesser amount;

(b) such interim payments as the MINISTER may from time to time approve.

(c) a final payment of any sums due hereunder following approval by the MINISTER of the final progress report and of the financial statement and if considered necessary by the MINISTER following completion of an audit by representatives of the MINISTER.

IV

It is further understood and agreed by the parties hereto:

1. that if at any time, in the opinion of the MINISTER, the PROJECT SPONSOR has failed to conduct the project in a manner acceptable to the MINISTER and that it is unlikely that alterations can or will be made to correct the deficiencies, or, if the PROJECT SPONSOR has failed to comply with any of its undertakings herein contained, the MINISTER may terminate this agreement by giving written notice thereof and any payments which would have been otherwise payable to the PROJECT SPONSOR at the time of such termination may be, at the discretion of the MINISTER, withheld and all sums paid to such date shall be deemed to have been made in full and complete settlement of this agreement;
2. that this agreement may be amended upon the mutual consent of the parties;
3. that, in the event the payments made to the PROJECT SPONSOR exceed the amounts due hereunder, any such overpayment will be payable forthwith to the Department upon receipt of notice thereof;
4. that no Member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit arising therefrom;
5. that this agreement may not be assigned without the written approval of the Department;
6. that any payment due hereunder is subject to there being an appropriation for the fiscal year in which such commitment comes in course of payment;
7. that, where there is a significant demand by the persons to whom the project provides its services, the PROJECT SPONSOR shall insure, to the extent that it is feasible for it to do so, that such persons can obtain the services from and can communicate with it in both official languages.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals on the day and year first above written.

For the Project Sponsor

Signature

Date

Position

Signature

Date

Position

For the Department of Manpower and Immigration

Signature

Date

Regional Coordinator (Pacific)

Position

G. Gordon Thomson

Project No.

3X 2441



Manpower and Immigration Main-d'œuvre et Immigration

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LOCAL INITIATIVES PROGRAM 1973-74 PROGRAMME DES INITIATIVES LOCALES

REFERENCE CODE X-02

SCHEDULE "A" ANNEXE "A"

FORMING PART OF THE AGREEMENT UNDER THE LOCAL INITIATIVES PROGRAM BETWEEN THE GOVERNMENT OF CANADA AND:

FAIT PARTIE DE L'ACCORD CONCLU DANS LE CADRE DU PROGRAMME DES INITIATIVES LOCALES ENTRE LE GOUVERNEMENT DU CANADA ET:

Project No. - N° du projet

3X 2441

NAME OF PROJECT - NOM DE L'INITIATIVE

COMMUNITY SCHOOL PROJECT

NAME OF SPONSOR - NOM DU PARRAIN DU PROJET

BURNABY PARKS AND RECREATION DEPARTMENT

PROJECT DESCRIPTION AND OBJECTIVES - DESCRIPTION ET OBJECTIFS DE L'INITIATIVE

Project will create 3 jobs with Federal Contribution not to exceed \$9,360. It will develop an expansion community school programme in Burnaby.

The Project will:

1. One worker will be assigned to each of the 2 schools assigned as community schools in Burnaby. Each will coordinate and develop a variety of recreational programs for all age groups. They will also coordinate requested social, health and family and educational services.

The employees will work 40 hours a week and will be hired through the Burnaby Canada Manpower Centre.

The Manager will not be paid from the LIP funds.

The average Federal Contribution to total wages will not exceed \$100 per man week.

MONTH - MOIS	JAN.	FEB.	MAR.	APR.	MAY	JUNE	TOTALS TOTAUX
No. of Workers Nombre de travailleurs	3	3	3	3	3	3	
No. of Full Man-Weeks Nombre de semaines-hommes complètes	15	12	12	12	15	12	78
Gross Wages of Employees Salaires bruts des employés	2108	1686	1686	1686	2108	1686	10,960
Other Costs - Autres frais	2240	1147	1147	1295	1434	1170	8,433
Total Project Costs Coût total de l'initiative	4348	2833	2833	2981	3542	2856	19,393
Less Expected Revenue Moins revenus prévus	-	-	-	-	-	-	-
Net Project Costs Coût net de l'initiative	4348	2833	2833	2981	3542	2856	19,393
Less: Funds from other Sources Moins: fonds provenant d'autres sources							10,033
FUNDS REQUIRED FROM LOCAL INITIATIVES PROGRAM (G - H) FONDS DU PROGRAMME DES INITIATIVES LOCALES REQUIS (G - H)							9,360

CALCULATION OF FEDERAL CONTRIBUTION - CALCUL DE LA CONTRIBUTION FÉDÉRALE

WAGES - SALAIRES

TOTAL WAGES AS (C) ABOVE - TOTAL DES SALAIRES TEL QU'EN (C)

10,960

Maximum Allowable contributions for Wages 78
Contribution maximum autorisable pour les salaires

Man-Weeks as (B) above at \$100. per week
Semaines-hommes tel qu'en (B) à \$100. par sem.

7,800

Contribution (lesser of above) - Contribution (le moindre des deux montants ci-dessus)

7,800

OTHER COSTS - AUTRES FRAIS

TOTAL OF OTHER COSTS AS (D) ABOVE - TOTAL DES AUTRES FRAIS TEL QU'EN (D)

8,433

Maximum Allowable Contribution for Other Costs 78
Contribution maximum autorisable pour les autres frais

Man-Weeks as (B) above at \$20. per man week
Semaines-hommes tel qu'en (B) à \$20. par sem. hom.

1,560

Contribution (lesser of above) - Contribution (le moindre des deux montants ci-dessus)

1,560

9,360

TOTAL FEDERAL CONTRIBUTION (EXCLUDING WAGES) - TOTAL PRÉVU DE LA CONTRIBUTION FÉDÉRALE (À L'EXCLUSION DES PRIMES DE LA C.A.T.)

9,360