

SCHEDULE A

PROJECT DESCRIPTION AND CONTRIBUTION DETAILS

PROJECT DESCRIPTION AND CONTRIBUTION DETAILS										JIAL USE									
1 BC-Job Creation Partnerships										100	FILE NUMBER		101	OPTION					
												10087484				892			
										102	RESP. RC		5374		103	BUDGET RC		5374	
										104			Amendment		105	AMEND. NO.		3	
2 NAME OF EMPLOYER / COORDINATOR					3 LEGAL NAME OF EMPLOYER / COORDINATOR (if different from above)														
Sierra Club of BC Foundation					Sierra Club of BC Foundation														
COMMUNITY COORDINATOR					No														
4 MAILING ADDRESS					8 AREA CODE TELEPHONE NO.														
#304 733 Johnson Street					(250) 386-5255														
5 CITY/TOWN			6 PROVINCE		7 POSTAL CODE		9 AREA CODE FAX NO.												
Victoria			BC		V8W3C7		(250) 386-4453												
10 NAME OF CONTACT PERSON					11 TELEPHONE NO. (if different from above)			12 No. of EMPLOYEES / WORKERS AFFECTED											
Jenn Hoffman					(250) 386-5255														
13 OBJECTIVE / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS (THIS SECTION IS MEANT AS AN EXECUTIVE SUMMARY)																			
<p>Objectives:</p> <p>To begin July 5th, 2010 and end by July 2, 2011.</p> <p>To provide a maximum 52 EI weeks of work experience.</p> <p>The objective is to provide the opportunity for three unemployed EI eligible individuals to gain valuable career experience and skill enhancement through meaningful work with the Sierra Club of BC, so that they may gain a competitive advantage for re-entering the employment market.</p> <p>Sub-Objective:</p> <p>A sub-objective is to translate Environmental Education Programs to better meet the needs of teachers,</p>																			
Continued on Page 4																			
14 LOCATION OF ACTIVITY																			
#304 733 Johnson Street, Victoria, BC, V8W3C7																			
15 TOTAL NUMBER OF PARTICIPANTS																			
3																			
DESIGNATED GROUP MEMBERS TARGETING PLAN																			
16 NUMBER OF POSITIONS TO BE FILLED BY		17 WOMEN		18 ABORIGINALS		19 PERSONS WITH DISABILITIES		20 MEMBERS OF VISIBLE MINORITIES		21 SPARE									
22 DURATION OF ACTIVITY			23 FROM			24 TO			25 AND FROM			26 TO							
			Y M D			Y M D			Y M D			Y M D							
			2010/07/05			2011/07/02													
OFFICIAL USE																			
140 FINANCIAL CODE			CURRENT YEAR AMOUNT			CR			CMS TYPE			ELECT. DIST.							
ALLOT PROJECT LINE OBJECT																			
896 10504 5200			13,323.00						59035										
141 AGREEMENT VERIFICATION			SIGNATURE									MAR 31 2011							
OFFICIAL USE																			
150 ORIG. TYPE		151 CORRESP. LANG.		152 PROV. RIDING		153 OFFICER		154 ELECT. DIST.		155 NOC		156 S.I.C.							
11		1		X101		102		59035		4142		4854							
157 ACTIVITY		158 YR. OF OPERATION		159 SPECIAL INT. GR.															
294																			
160 NATIONAL SPARES CODES				161 REGIONAL SPARES CODES				162 ELMSO SPARES CODES											
A B C D				A B C D E F				A B C											



10087484

[illegible]

62	13,323.00
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61

51	13,323.00
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HSP5155E(09-02-82)

NAME OF EMPLOYER / COORDINATOR
Sierra Club of BC Foundation
OBJECTIVES / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS
<p>Key Outcomes & Deliverables:</p> <ul style="list-style-type: none"> - Complete translated package of secondary level Sustainable High Schools Education Program. - Feedback from 10 piloted classrooms. - Evaluation of the translation from French administrators and teachers. <p>Timelines:</p> <p>Through the proposed project Secondary Level Sustainable High School French Pilot participants will complete the following activities: Proposed Start date: July 5th, 2010 Proposed End date: July 2, 2011</p> <p>Phase One: July - September 2010 Sierra Club will recruit and hire three participants by July 15, 2010.</p> <p>By the end of Phase One, participants will have:</p> <ul style="list-style-type: none"> - Completed a participant orientation program. - Participated in a series of skills enhancement workshops including program development, public speaking, group facilitation, conflict management, work plan prioritizing, curriculum correlating, workshop delivery, classroom management, computer applications, etc. Translated the classroom programs and accompanying multimedia props, liaising closely with bilingual Sierra Youth Coalition. <p>Phase Two: October - July 2011- By the end of Phase Two, participants will have:</p> <ul style="list-style-type: none"> - Coordinated and delivered programs in TBD amount of) French speaking classrooms throughout BC using a translated Sustainable High Schools Kit. - Participated in on going activities for securing long term employment within their chosen career field. <p>Phase Three: Timelines By the end of Phase Three, participants will have:</p> <ul style="list-style-type: none"> - Planed and implemented 60 degree evaluation of the project, including: - Skills enhancement in qualitative and quantitative, formative and evaluation methodology (focus groups, survey, participant interviews, etc.). - Summary of youth driven action projects, - Analysis of activities and action projects. - Sourced employment opportunities within their chosen field, in order to assist them in achieving their employment goals. <p>Phase Four: Ends July 2011</p>

NAME OF EMPLOYER / COORDINATOR

Sierra Club of BC Foundation

OBJECTIVES / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS

By the end of Phase four participants will have:

- Completed all required program wrap up activities (file transfer, review and storage; participant follow up; legacy documents prepared and distributed; etc.).
- Participated in sourcing and applying for employment opportunities within their chosen field, in order to assist them in achieving their employment goals.

Expected Results:

To translate existing elementary and middle school level Environmental Education programs into French, and then pilot, evaluate and refine these programs for the French language school system.

Key Outcomes and Deliverables by July 2, 2011:

- Complete translated package of secondary level Sustainable High Schools Education Program.
- Feedback from 10 piloted classrooms.
- Evaluation of the translation from French administrators and teachers.

Outcomes for JCP Participants:

The three JCP participants will enhance work experience and gain new employment related skills. Participants can apply their new skills towards a variety of jobs, such as in Education, translation, and counselling programs.

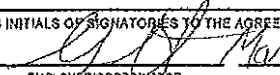
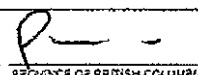
Participants will be able to network with a wide range of contacts spanning from the general public to professional educators to employers within the ENGO and French teaching community, enabling participants to make many potential employment connections. Throughout their placement opportunities to network will be made available - these include attending community conferences, workshops, public talks, stakeholder meetings and other events.

Coordinator will submit a final report outlining project outcomes.

FOR FORMER IAS ONLY		
TYPE OF EMPLOYMENT ADJUSTMENT AGREEMENT	73 BUSINESS LINES	75 TYPE OF AGREEMENT

FOR USE WHEN NO APPLICATION HAS BEEN COMPLETED			
82 RECOMMENDED BY	81 DATE	82 APPROVED BY	83 DATE

FOR AMENDMENTS ONLY	
REASON FOR AMENDMENT Contract extended to coincide with school year. The project was originally aligned with the Province's fiscal year; however, participants are currently finishing up classroom and translation activities. Through French Programming Education and Outreach Initiative, the lone JCP participant will play an instrumental role in compiling data collected through Sierra Club's evaluation process and producing an extensive report with revisions to current programs. The completed report will be used to grow the education program, and will be shared with other environmental education service providers as a tool for effective program evaluation, particularly for the French-language school system.	<div> <input type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE </div> <div> AMOUNT \$ 0.00 </div>

84 INITIALS OF SIGNATORIES TO THE AGREEMENT			
	DATE		DATE
EMPLOYER/COORDINATOR		EMPLOYER/COORDINATOR	
		PROVINCE OF BRITISH COLUMBIA	

NAME OF EMPLOYER/COORDINATOR

Sierra Club of BC Foundation

OBJECTIVES / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS

who have stated they are lacking French environmental education resources, and the needs of French speaking students, who would benefit in learning about BC's environment in their language of choice.

This project will enable three JCP participants the opportunities to gain experience in curriculum development, language translation, program delivery and evaluation, and general program administrative skills.

Activities:

Through the French Programming Education and Outreach Initiative, JCP participants will play an instrumental role in a new, one time project of translating, piloting, evaluating and refining educational programs which remain currently only available in English.

JCP participants:

- Two participants will first translate existing elementary and middle school Environmental Education Programs into French, and then pilot, evaluate and refine these programs for the French language school system in BC;
- One participant will translate, pilot, evaluate and refine this program - the Sustainable High Schools project for the French language school system.

The French Programming Education and Outreach Initiative is designed to engage participants in translating resources and in class presentations, and piloting the delivery of the newly translated programs.

The goal of this project is to translate and pilot delivery of French Environmental Education programs. The project will achieve objectives through participants' completion of the following key activities:

- Understanding current Sierra Club BC Environmental Education Programs
- Translating in class presentations, including scripts, audio visual presentations, handouts, props, and evaluation forms.
- Sierra Club of BC Proposal Submitted To ELMSD Job Creation Program - 2010
- Translating pre and post program resources for teachers.
- Translating downloadable resources on our website.
- Coordinating with teachers, administrators, and schools to register them for the translated pilot programs.
- Pilot translated programs in classrooms throughout BC.
- Collect, compile, and enter data from evaluation forms.
- Conduct a full evaluation of the pilot program at the end of the year.

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APR 27 2011

MSD-ELMSD-VTA

SCHEDULE B ELIGIBLE COSTS

NAME OF COORDINATOR:

Sierra Club of BC Foundation

1. Subject to the terms and conditions in this Schedule, the costs set out in the Project Budget below are Eligible Costs for the purposes of this Agreement, subject to change only with the Province's written approval. For greater certainty, any costs not specifically listed shall be ineligible unless authorized in writing by the Province.
2. Costs are eligible costs only if they are, in the opinion of the Province,
 - a) directly related to the Project, and
 - b) reasonable.
3. Subject to subsection (2), only those costs with respect to which the COORDINATOR has incurred an obligation during the Funding Period and received goods and services by the end of the Funding Period are Eligible Costs. No costs incurred prior to or following the Funding Period are Eligible Costs.

(2) If under the terms of this Agreement, the COORDINATOR is required to provide to the Province an audit report following the expiry of the Funding Period and if the cost of the audit is otherwise an Eligible Cost, the cost of the audit is an Eligible Cost notwithstanding that it is incurred outside the Funding Period.
4. The portion of the cost of any goods and services purchased by the COORDINATOR for which the COORDINATOR may claim a rebate of any federal or provincial tax or duty is excluded from Eligible Costs and not eligible for reimbursement under this Agreement. The COORDINATOR shall, as far as reasonable and practical, take advantage of any a rebate of any federal or provincial tax or duty that may be available to the COORDINATOR.
5. Travel, meals and accommodation costs will be reimbursed at rates not exceeding the rates paid for Group II employees of the Province set out in Appendix 1 to the Public Service Agency Policy Statement 17 - Travel, which is available on the Internet at http://www.bcpublicserviceagency.gov.bc.ca/policy/down/Appendix_1_Travel_Allowances.pdf, and in any applicable Treasury Board (British Columbia) Orders and Directives.
6. Where the cost of purchasing, leasing or renting a capital asset exceeds \$1000, the COORDINATOR must obtain the written authorization of the Province prior to acquiring the asset unless the capital asset item has been specifically identified in the Project Budget below.
7. The portion of any cost in respect of which the COORDINATOR has, or is entitled to receive a contribution from another level of government or other source is not eligible for reimbursement.

Budget Flexibility

8. The COORDINATOR may make adjustments to vary the subtotal amount allocated for the following cost categories:
 - (a) The COORDINATOR may make adjustments to vary, by up to 10%, the sub-total amount allocated for the following cost categories:
 - 2: Professional fees
 - 3: Travel
 - 4: Capital Assets
 - 5: Audit Costs
 - 6: Other Activity Related Direct Project Costs
 - (b) The COORDINATOR may make adjustments to increase only, by an amount not exceeding 10%, the sub-total amount allocated for the following cost categories:
 - 7: Participant Wages
 - 8: Participant Tuition Costs
 - 9: Other Participant-Related Project Costs
- (2) The COORDINATOR shall notify the Province in writing of any adjustments to the Project Budget under this section.
- (3) The COORDINATOR may not make adjustments under subsection (1) if such adjustments result in any increase in the amount of total contribution from the Province.
- (4) The COORDINATOR may not make any adjustments to the amounts allocated for the contribution from the Province shown opposite each specific line item cost shown in the Project Budget under the "Salaries and Wages Costs" category, without prior approval from the Province.
- (5) Any adjustments to the Project Budget with respect to the cost categories described therein, other than those authorized under subsection (1), must be approved by the Province prior to the adjustment being made.
- (6) In the event that the COORDINATOR makes an adjustment under subsection (1) with respect to "Capital Assets Costs" category as a result of the purchase of a Capital Asset the COORDINATOR must notify the Province of this purchase.

Organizational Infrastructure Costs

[This provision applies where the COORDINATOR has chosen a flat percentage rate to cover the organizational infrastructure costs incurred in carrying out the Project. Delete if not applicable]

9. (1) Funding for organizational infrastructure costs covered by a flat percentage rate is subject to those types of costs actually being incurred by the COORDINATOR in carrying out the project. The COORDINATOR shall repay the Province the amount of funding paid in excess of the amount of cost actually incurred by the COORDINATOR toward organizational infrastructure costs. Such amount is a debt owing to the Province and shall be repaid promptly to the Province upon receipt of notice to do so.
- (2) The Province agrees to reimburse the COORDINATOR a flat percentage rate for organization infrastructure costs. Such rate will be calculated as follows:

$$(\text{Total 1A Costs} + \text{Total 1B Costs}) \times \frac{N}{A} \% = \text{Total 1C Costs}$$
- (3) Upon the COORDINATOR's declaration that it incurs organizational infrastructure costs, the Province agrees to reimburse an additional flat percentage rate to be calculated as follows:

$$(\text{Total 1A Costs} + \text{Total 1B Costs} + \text{Total 1C Costs}) \times \frac{N}{A} \% = \text{Total 2 Costs}$$
- (4) The parties agree that should the Province increase the flat rate percentage during the Funding Period, the rate will be adjusted accordingly.

Declaration Regarding Other Sources of Financial Assistance for the Project*

*[*Sections 10.1 to 10.4 are applicable only to agreements where the contribution is in excess of \$100,000. Delete if not applicable].*

[Option 1- where funding from the Province is the only source of financial assistance for the Project.]

10.1 The COORDINATOR declares that the contribution provided under this Agreement is the only financial assistance for the Project it has received or expects to receive from any level of government (federal, provincial or municipal) or from any other source.

[Option 2- where there are other sources of financial assistance for the Project.]

10.2 The COORDINATOR declares that it has received or is entitled to receive the following financial assistance for the Project from other sources:

- | | | | |
|-------|-------|------|-------|
| 1. \$ | _____ | from | _____ |
| 2. \$ | _____ | from | _____ |
| 3. \$ | _____ | from | _____ |
| 4. \$ | _____ | from | _____ |
| 5. \$ | _____ | from | _____ |
| 6. \$ | _____ | from | _____ |

10.3 The COORDINATOR agrees to inform the Province promptly in writing of any additional financial assistance to be received for the Project other than that referred to in section 10.2.

10.4 If following the signing of this Agreement, the COORDINATOR receives any financial assistance for the Project from another source, other than those referred to in section 10.2, the Province may, at its discretion, reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received or if the Province's contribution has already been paid, it may require repayment of such amount. Upon receipt of notice to repay under this section, the COORDINATOR agrees to repay the amount as a debt due to the Province.

Project Budget

11. Set out below is the List of Eligible Costs

[Insert new project budget list]

Wages as outlined in Schedule B.

11. Set out below is the List of Eligible Costs (Continued)

SCHEDULE C
INFORMATION REQUIREMENTS

NAME OF COORDINATOR:

Sierra Club of BC Foundation

1. To enable the Province to:

- measure the results of the Project and evaluate the Project's success in assisting Participants to prepare for, obtain and maintain employment, and in making a successful transition into the labour market;
- determine a participant's need for any further assistance in order for the participant to obtain or keep employment;
- evaluate more generally the success of the Employment and Labour Market Service in achieving its objectives; and
- meet its obligations pursuant to the agreement between the Province and Canada under section 63 of the *Employment Insurance Act* for the operation of the *Employment and Labour Market Services* and its success in achieving its objective.

The COORDINATOR shall, subject to section 2, collect on behalf of the Province, and provide to the Province the following information in respect of each Participant:

- Responsible Employment and Labour Market Services Office
- Contract file number
- Social insurance number
- Date of commencement of Case Management
- Date of completion of Action Plan
- Indication of Action Plan completion
- Indication of Primary Results (Employed/Self-employed/Not employed)
- Date Primary Result achieved
- Other (specify)

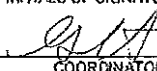

2. Prior to collecting and providing to the Province the information referred to in section 1, the COORDINATOR shall inform the Participant:

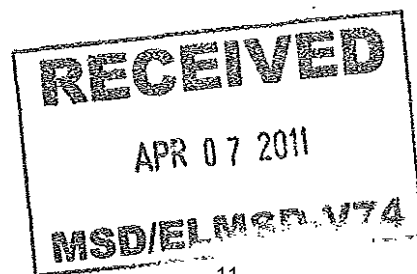
- that since funding for the Project is provided by the Province, the information is required by, and collected on behalf of, the Province;
- the purposes (mentioned in section 1) for which the information is being collected, the legal authority for collecting the information and that the COORDINATOR will provide the information specifically to the Ministry of Housing and Social Development;
- that the personal information collected on behalf of the Province is protected within the parameters set out in the *Freedom of Information and Protection of Privacy Act*, that the Participant has a right under that Act to obtain access to the information from the Ministry of Housing and Social Development and the title, business address and telephone number of an employee of the Ministry of Housing and Social Development who can answer questions about the collection and privacy of the information, and
- if any of the information is also required by the COORDINATOR for the purpose of providing assistance to the Participant in carrying out the Project, the purposes for which the COORDINATOR itself intends to use that information.

3. To assist the COORDINATOR in carrying out the Project, the Province will provide the COORDINATOR with the following information in respect of each Participant:

- The COORDINATOR shall treat all Participant information collected on behalf of the Province under section 1 or provided by the Province under section 2 as confidential, comply with the Privacy Protection Schedule attached to the Agreement as Schedule E and take reasonable security measures to protect any information about Participants from unauthorized access, collection, use, storage, disclosure, including those set out in any instructions issued by the Province.
- Representatives of the Province shall be entitled to inspect the COORDINATOR's premises at all reasonable times to ensure compliance with the information security requirements referred to in section 4.
- Upon expiry of the Funding Period or upon termination of the Agreement, if earlier, the COORDINATOR shall provide to the Province all information it collected on behalf of the Province under this Schedule and any copy thereof, in accordance with instructions issued by the Province, unless the COORDINATOR is required by law to retain any of that information for a period of time beyond the Funding Period or beyond the date of termination of the Agreement, if earlier.
- During any extended period of retention referred to in section 6, sections 4 and 5 shall continue to apply to the COORDINATOR, and at the end of the extended period, the COORDINATOR shall provide to the Province, the information and any copy thereof, in accordance with instructions issued by the Province.

INITIALS OF SIGNATORIES TO THE AGREEMENT

	
COORDINATOR	PROVINCE
DATE	DATE
Mar 31/11	Mar 24/11



SCHEDULE D

ADDITIONAL CONDITIONS

FILE NUMBER

10087484

1 NAME OF EMPLOYER/COORDINATOR

Sierra Club of BC Foundation

2.0 ADDITIONAL CONDITIONS

REPORTS AND INFORMATION

Payment Claims

The Coordinator will submit with their claims:

- a) a cost breakdown which includes actual and budgeted year to date expenditures;
- b) if applicable, any supporting documentation necessary to verify claimed amounts, and/or
- c) proof of payment, notation of make, model and serial numbers for Capital Asset purchases; and
- d) a report on progress against agreement objectives, milestones and any other issues and trends impacting the project activity.

Progress Reports

The Coordinator will submit regular progress reports that describe the activities, achievements, successes and resolution to problems of the project during the previous month(s).

The frequency and details of these progress reports are to be monthly.

Continuing payment is conditional upon the Province:

- a) Receiving current work plans from the Coordinator;
- b) Approving the amended work plans, if applicable;
- c) Receiving regular progress reports; and
- d) Continued allocation of funds.

Final Project Report

Within 60 days of completion of the project, the Coordinator will submit a final project report that summarizes and provides an analysis of the project's performance against Agreement objectives. The report will include a summary of client feedback provided to the Coordinator on the appropriateness and quality of the services. The report will provide a rationale, if expected results set out in the Agreement were not achieved and recommendations. Final payment will be subject to receiving the final progress report.

PARTICIPANTS


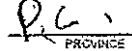
Further to the Articles of Agreement, clause 19.10:

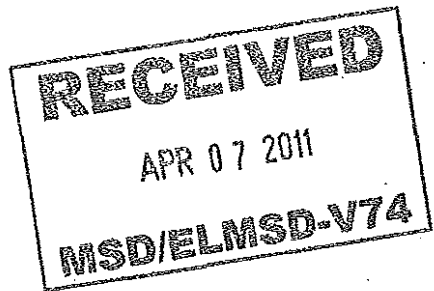
- 1) This project will target three (3) participants.
- 2) Participants must have a Return to Work Action Plan (RTWAP) prior to acceptance into the project which indicates that the activities in this project are in line with their stated career goals. A copy of this RTWAP will be submitted to the Province of British Columbia prior to final participant approval.
- 3) The sponsor will notify the Province of British Columbia of any participant termination within forty-eight (48) hours of the participant's final day on the project.
- 4) A Province of British Columbia representative will be responsible for documenting clients prior to their beginning on the project.
- 5) Participants are to be allowed a minimum of one (1) day in every two (2) weeks for job search activities, to assist in their efforts to become fully employed.
- 6) The sponsor shall ensure that weekly attendance records for all participants are maintained and certified.

CASE MANAGEMENT

For the purposes of client case management, Sierra is required to liaise with the case management agency responsible for the clients RTWAP to coordinate a case management work flow.

3 INITIALS OF SIGNATORIES TO THE AGREEMENT

	
EMPLOYER/COORDINATOR	PROVINCE
DATE	DATE



EMPLOYMENT AND LABOUR MARKET SERVICES

BETWEEN: The Province of British Columbia
(hereinafter referred to as the "Province")

Sierra Club of BC Foundation

AND: (hereinafter referred to as the "COORDINATOR")

WHEREAS the COORDINATOR proposes to carry out the project described in Schedule A and has applied to the Province for financial assistance towards the costs of the project;

WHEREAS the COORDINATOR is eligible for financial assistance towards the costs of the project under the Employment and Labour Market Service referred to in Schedule A, Box 1, which has been established by the Province pursuant to Part II of the *Employment Insurance Act*;

AND WHEREAS the Province has agreed to make a contribution towards the costs of the Project;

The Province and the COORDINATOR agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments thereto form the Agreement between the Province and the COORDINATOR:

- a) these Articles of Agreement;
- b) the document attached as Schedule A entitled "Project Description and Contribution Details";
- c) the document attached as Schedule B entitled "Eligible Costs";
- d) the document attached as Schedule C entitled "Sharing of Information";
- e) the document attached as Schedule D entitled "Additional Conditions"; and
- f) the document attached as Schedule E entitled "Privacy Protection Schedule".

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

- a) "El Client" means an unemployed person who, when requesting assistance under *Employment and Labour Market Services*:
 - (i) is an "insured participant" as that term is defined in subsection 58(1) of the *Employment Insurance Act*; or
 - (ii) received "provincial benefits" under a "provincial plan", as those terms are defined in section 76.01 of the *Employment Insurance Regulations*, within the previous 60 months, and
 - (A) if not for the provincial benefits paid under the provincial plan, would have been entitled to receive benefits under sections 22 or 23 of the *EI Act*, and would have had a benefit period established for that purpose within the 60-month period,
 - (B) subsequently withdrew from active participation in the labour force to care for one or more of their newborn children or one or more children placed with them for the purpose of adoption, and
 - (C) is seeking to re-enter the labour market;
- b) "Eligible Costs" means the costs incurred by the Coordinator in carrying out the Project that are described in Schedule B, subject to the limits set out in the approved annual budgets attached to, and forming part of Schedule B;
- c) "Employment and Labour Market Services" means the labour market development programs provided by British Columbia under an agreement with Canada made pursuant to section 63 of the *Employment Insurance Act*;
- d) "FAA" means the *Financial Administration Act*, R.S.B.C. 1996, c.138;
- e) "Fiscal Year" means the period beginning on April 1 of one calendar year and ending on March 31 in the next calendar year;
- f) "Funding Period" means the period commencing on 2010/07/05 and ending 2011/07/02
- g) "Project" means the activities described in Schedule A.
- h) "Provincial Mark" means any of the Province's trade-marks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks, whether registered or unregistered; and
- i) "Subcontractor" means a person that the Coordinator retains under a subcontract to provide services related to the Project.

3.0 CONTRIBUTION

3.1 Subject to the terms and conditions of this Agreement, the Province agrees to make a contribution to the COORDINATOR in respect of the Eligible Costs of the Project. The amount of the Province's contribution shall not exceed the total maximum contribution specified in Schedule A, Page 2, Box 62.

3.2 The amounts payable by the Province in each fiscal year during the Funding Period shall not exceed the amounts set out below:

In fiscal year	<u>2010/2011</u>	\$ <u>13,323</u>	
In fiscal year	_____	\$ _____	
In fiscal year	_____	\$ _____	
In fiscal year	_____	\$ _____	and
In fiscal year	_____	\$ _____	



- 3.3 Notwithstanding any other provision in this agreement, the Province's obligation to pay money to you under this Agreement is subject to:
- there being sufficient funds available in an appropriation, as defined in the FAA, to enable the Province in any Fiscal Year when payment becomes due pursuant to this Agreement, to make that payment; and
 - Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subsection (a) of this section.
- 3.3A In the event there are not sufficient funds available in an appropriation referred to in subsection 3.3 (a), to enable the Province in any Fiscal Year when payment becomes due pursuant to this Agreement, to make that payment, or Treasury Board controls or limits, pursuant to the FAA, expenditure under an appropriation, the Province may reduce the amount of its contribution payable under this Agreement in that Fiscal Year or terminate this Agreement in accordance with section 13.1 of this Agreement.
- 3.4 Where, pursuant to section 3.3A, the Province intends to reduce the amount of its contribution under the Agreement, it shall give the COORDINATOR 1 months notice of its intention to do so.
- 3.5 Where, as a result of a reduction in funding, the COORDINATOR is unable or unwilling to complete the Project, the COORDINATOR may, upon notice to the Province, terminate the Agreement.
- 4.0 **TERMS OF PAYMENT**
- (Sections 4.1 to 4.3 apply where progress payments, rather than advances, are to be made. Delete if not applicable.)*
- 4.1 Payment of the Province's contribution will be made upon receipt and verification of monthly or quarterly claims for payment. When submitting a claim, the COORDINATOR shall use a claim form approved by the Province and provide:
- a detailed list of Eligible Costs incurred and paid during the period claimed;
 - substantiating documentation as may be required by the Province, including copies of related invoices and receipts; and
 - a statement signed by an officer of the COORDINATOR or other person satisfactory to the Province, certifying that all Eligible Costs claimed are in accordance with the Agreement.
- 4.2 The Province may withhold payment of any claim pending the completion of an audit of the COORDINATOR's books and records conducted either by the Province or by an independent auditor pursuant to paragraph 6.1(g).
- 4.3 The Province may withhold up to 10% of the contribution until the Project is completed. Final payment of the contribution will be made following:
- receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the COORDINATOR during the Funding Period;
 - receipt of a statement certifying that all Eligible Costs claimed are in accordance with the Agreement; and
 - receipt of an auditor's report or other report that may be required to be submitted to the Province by the COORDINATOR under the terms of this Agreement.
- (Sections 4.4 to 4.12 apply where advances, rather than progress payments, are to be made. Delete if not applicable.)*
- 4.4 Based on forecasts of cash flow requirements satisfactory to the Province in form and detail, the Province will make advances covering the COORDINATOR's estimated financial requirements for each payment period during the Funding Period.
- 4.5 Payments will be made monthly.
- 4.6 The advance for the third payment period and subsequent payment periods is conditional upon the submission by the COORDINATOR of claim for payment, in a form satisfactory to the Province and certified by a senior officer of the COORDINATOR. Each claim shall contain the following information in respect of the advance payment period ending one payment period prior to the payment period for which the advance in question is to be paid:
- a detailed list of Eligible Costs incurred and paid during the payment period; and
 - a statement certifying that all Eligible Costs claimed are in accordance with the Agreement.
- 4.7 Where quarterly advances are being made to the COORDINATOR under section 4.5, the Province may, at any time and in its absolute discretion, by notice, alter the frequency of such advance payments and change them to a monthly basis.
- 4.8 Any interest earned on advances of the Province's contribution shall be accounted for by the COORDINATOR. Such interest shall be deemed to be part payment of the contribution and shall be taken into account in the calculation of the final payment by the Province, or repayment by the COORDINATOR as may be appropriate in the circumstances.
- 4.9 If the amount of the advance payment for a period exceeds the amount of the Eligible Costs incurred and paid during that period, the Province reserves the right to deduct the excess amount and any interest earned on the excess from any other amount payable under this Agreement.
- 4.10 The Province may withhold payment of any advance pending the completion of an audit of the COORDINATOR's books and records conducted either by the Province or by an independent auditor pursuant to paragraph 6.1 (g).

4.11 The Province may withhold up to 10% of its total contribution until the Project has been completed. Final payment will be made following:

- a) receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the COORDINATOR during the Funding Period;
- b) receipt of a statement certifying that all Eligible Costs claimed are in accordance with the Agreement;
- c) receipt of any audit report or other report or participant information that may be required to be submitted by the COORDINATOR under the terms of this Agreement.

4.12 Verification by the Province of the claim for final payment may include, if deemed advisable by the Province, the conduct of an audit by the Province of the COORDINATOR's books and records to verify the amount of the costs for which the COORDINATOR has claimed payment under this Agreement.

5.0 REPRESENTATION & WARRANTY

5.1 The COORDINATOR declares that all information provided to the Province in connection with its application for funding under this Agreement is true and all relevant facts have been disclosed.

(Section 5.2 applies only to Job Creation Partnerships. Delete if not applicable.)

5.2 The COORDINATOR further declares that no participant has been hired to fill a position left vacant due to an industrial dispute at the COORDINATOR's premises, to fill the position of a worker who had been laid-off and is awaiting recall, or to displace another worker employed by the COORDINATOR;

6.0 OBLIGATIONS OF THE COORDINATOR

6.1 The COORDINATOR shall:

- a) carry out and complete the Project in a diligent and professional manner, using qualified personnel;
- b) demonstrate to the satisfaction of the Province that the Project will maintain and implement any and all environmental protection measures that may be prescribed by competent authority for minimizing harm, if any, to the environment;
- c) upon request of the Province, produce any certificates, licenses and other authorizations required for the carrying out of the Project in respect of the rules relating to the environment;
- d) keep proper books of accounts and records, in accordance with generally accepted business and accounting practices, of the financial management of the Project. The accounts and records shall include payroll records of employees of the COORDINATOR who are carrying out the Project, records of all other Project expenditures and revenues including funding for Project costs received from other sources;
- e) during the Funding Period and for a period of seven (7) years thereafter, the COORDINATOR shall make its books of accounts and records referred to in paragraph (d) available at all reasonable times for inspection and audit by representatives of the Province to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the COORDINATOR as Eligible Costs. The COORDINATOR shall permit the Province's representative to take copies and extracts from such books and records;
- f) furnish the Province with such additional information as it may require with reference to such books and records;
- g) if requested by the Province at any time during the course of this Agreement, the COORDINATOR shall retain the services of a duly qualified accountant approved by the Province to carry out an audit of the books and records relating to the Project. The audit report shall include the following:
 - i) a certified financial statement providing details of the total actual expenditures made under this Agreement;
 - ii) a statement certifying the total payments of the Province's contribution received by the COORDINATOR, including the amount of interest that has been accrued on any advances of the contribution; and
 - iii) a statement certifying that the contribution payments received and expenditures in respect of which they were paid, were in accordance with the Agreement.
- h) provide a copy of the audit report to the Province within 30 days of its completion.

(Section 6.2 applies to Self Employment and Job Creation Partnerships. Delete if not applicable.)

6.2 Prior to hiring or recruiting each participant for the Project, the COORDINATOR shall verify and confirm with the Province that the participant qualifies as an EI Client.

6.3 The COORDINATOR shall disclose to the Province without delay any fact or event that the COORDINATOR is aware of from time to time which may compromise the COORDINATOR'S chances of success in carrying out the Project.

6.4 The COORDINATOR shall obtain, prior to the commencement of any Project activity, all permits, licenses, consents and other authorizations that are deemed necessary to permit the carrying out of the Project.

6.5 The COORDINATOR shall carry out the Project in compliance with all laws, by-laws and regulations.

6.6 The COORDINATOR shall not request the payment of any charge or fee from the participants for their participation in the Project.

6.7 The COORDINATOR shall both during and following the term of this Agreement indemnify and save the Province, its employees and agents, harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the COORDINATOR or its directors, employees, contractors, agents or participants in connection with anything purported to be or required to be provided by or done by the COORDINATOR pursuant to this Agreement.

7.0 NEPOTISM

- 7.1 No cost incurred in relation to, or wages paid to a third party (participant, administrative staff, research subject, or any other party) who is a member of the immediate family of the COORDINATOR is eligible for reimbursement under this Agreement unless the Province is satisfied that the participation, recruitment or hiring of that third party was not the result of favoritism by reason of membership in the immediate family of the COORDINATOR.
- 7.2 For the purposes of section 7.1, "immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father-in-law, mother-in-law, or a relative permanently residing with the COORDINATOR, as the case may be.
- 7.3 For the purpose of section 7.2, "Common-law partner" means a person who is cohabiting with the COORDINATOR or its officer or director in a conjugal relationship and has done so for a period of at least one year.

8.0 REPORTS AND INFORMATION

- 8.1 Where the Funding Period is for a multi-year period, the COORDINATOR shall, if requested by the Province, provide:
- a) interim progress reports describing the activities, achievements, successes and problems of the Project that occurred during each twelve (12) months, or remaining portion thereof, of the Funding Period; and
 - b) a detailed annual work plan and forecast of Project expenditures for the coming period.
- 8.2 The COORDINATOR shall provide the Province with such reports concerning the progress of the Project as the Province may from time to time request, including information collected to date pursuant to Schedule C of this Agreement.
- 8.3 The COORDINATOR shall, upon request, permit representatives of the Province to have access to the site or sites where the Project activities are being carried out to monitor their progress.
- 8.4 The COORDINATOR shall provide the Province with copies of all reports, studies or other publications produced by the COORDINATOR in carrying out the Project. In addition, the COORDINATOR shall provide the Province with advance copies of final drafts of such reports, studies or other publications, and subsequent amendments to said reports, studies or other publications.

9.0 PUBLIC ACKNOWLEDGEMENT

- 9.1 The Coordinator shall:
- a) ensure that in any communication activities, publications, advertising or press releases relating to the *Employment and Labour Market Services*, this Agreement and the services provided pursuant to this Agreement, include an appropriate acknowledgment of the Province and the Government of Canada, in terms satisfactory to the Province;
 - b) consult with and obtain approval from the Province prior to engaging in any communication activities, publications, advertising or press releases, relating to this Agreement or the BC Employment and Labour Market Services;
 - c) cooperate and assist the Province with communication strategies related to this Agreement;
 - d) prominently display in any materials the Coordinator produces and distributes to the public for the purpose of publicizing or promoting the Project, an acknowledgment of the Province, the form, content and location of which is subject to approval by the Province;
 - e) post signage that acknowledges the Province and the Government of Canada, the form, content and location of which is subject to approval by the Province;
 - f) incorporate a Provincial Mark in any acknowledgment described in subparagraph (d) or any signage described in subparagraph (e); and
 - g) not use any Provincial Mark in any capacity or for any purpose other than those set out in subparagraph (f).
- 9.2 Forthwith after the execution of this Agreement, the Province will provide the Coordinator with the Provincial Mark for use as described in paragraph 9 (1).
- 9.3 The Province will consult with the Coordinator before making any public comment about this Agreement, or the Project that references the Coordinator's name.

10.0 DISPOSITION OF ASSETS

- 10.1 The COORDINATOR shall preserve any capital assets acquired with the contribution and use them for the purposes of carrying out the Project unless the Province authorizes their disposition.
- 10.2 Upon completion of the Project or termination of the Agreement, the COORDINATOR agrees to dispose of, in such manner as the Province may direct, all capital assets purchased under this Agreement other than
- a) assets costing less than \$1000.00,
 - b) assets that have been physically incorporated into the premises of the COORDINATOR, and
 - c) assets that have been consumed or expended in carrying out the Project.

- 10.3 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by the Province, any assets referred to in section 10.2 costing \$1000 or more that have been preserved by it shall be
- a) sold at fair market value and the funds realized from such a sale applied to the Eligible Costs of the Project to offset the Province's contribution;
 - b) turned over to another person or organization designated or approved by the Province; or
 - c) disposed of in any other manner as may be determined by the Province.

11.0 DEFAULT

11.1 The following constitute Events of Default:

- a) the COORDINATOR becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the COORDINATOR, or the COORDINATOR is dissolved;
- c) the COORDINATOR ceases to operate;
- d) the COORDINATOR is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed pursuant to this Agreement;
- e) the COORDINATOR has submitted false or misleading information to the Province;
- f) in the opinion of the Province, the COORDINATOR has failed to proceed diligently with the Project;
- g) in the opinion of the Province, there is a material adverse change in risk in the COORDINATOR'S ability to carry out the Project.

11.2 If,

- a) an Event of Default specified in paragraph 11.1(a), (b) or (c) has occurred, or
- b) an Event of Default specified in paragraph 11.1 (d), (e), (f) or (g) has occurred and has not been remedied within 15 days of receipt by the COORDINATOR of written notice of default, or a plan satisfactory to the Province to remedy such Event of Default has not been put into place within such time period;

the Province may, in addition to any remedies otherwise available, immediately terminate this Agreement. Upon termination of the Agreement, the Province shall have no obligation to make further contribution to the COORDINATOR.

- 11.3 In the event the Province gives the COORDINATOR written notice of default pursuant to paragraph 11.2(b), the Province may suspend any further payment under this Agreement until the end of the period given to the COORDINATOR to remedy the Event of Default.

- 11.4 The fact that the Province refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the Province shall not prevent the Province in any way from later exercising any other right or remedy under this Agreement or other applicable law.

12.0 NOTICE

- 12.1 Any notice to be given, and all reports, information and other documents to be provided under this Agreement shall be sent by regular mail, personal service, facsimile, registered mail or email at the postal address, fax number or e-mail address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change.

- 12.2 Notice, information or other documents delivered in person shall be deemed to have been received on delivery. Any notice, information or other document sent by facsimile or e-mail shall be deemed to have been received one working day after it is sent, or if sent by mail, five (5) days after the date of mailing.

- 12.3 Any notice or correspondence shall be addressed to:

in the case of the Province *(Insert name or title of official, address and fax number)*

Pierre Murray, 306-771 Vernon Avenue, Po Box 9989 Stn Prov Gov'T,
Victoria, British Columbia, V8W9R6

In the case of the COORDINATOR to the address shown on Schedule A of this Agreement.

13.0 RIGHT OF EARLY TERMINATION

13.1 Either party may terminate this Agreement at any time without cause upon not less than 30 day notice of intention to terminate.

13.2 In the event of a termination notice being given by the Province under this section

- a) the COORDINATOR shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
- b) all Eligible Costs incurred by the COORDINATOR up to the date of termination will be paid by the Province, including its costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Province that the costs mentioned herein were actually incurred by the COORDINATOR and the same are reasonable and properly attributable to the termination of the Agreement; and
- c) the amount of any contribution funds which remain unspent shall be promptly repaid to the Province.

13.3 The COORDINATOR shall negotiate all contracts related to the Project, including subcontracts and employment contracts on terms that will enable the COORDINATOR to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The COORDINATOR shall cooperate with the Province and do everything reasonable within its power at all times to minimize and reduce the amount of the Province's obligations in the event of a termination of this Agreement.

14.0 DECLARATION REGARDING OUTSTANDING AMOUNTS OWED TO THE GOVERNMENT

14.1 The Coordinator declares that it has provided the Province with a true and accurate list of all amounts owing to the federal government or the Province which are past due and in default or arrears as of the time of the Coordinator's application to the Province for funding. The Coordinator recognizes that any such amounts owing to the federal government or the Province may be deducted from, or set-off against amounts payable to it under this Agreement.

15.0 LOBBYIST'S REGISTRATION

15.1 The Coordinator declares that any person who has been lobbying on behalf of the Coordinator to obtain the contribution that is the subject of this Agreement and who is required to file a return with the registrar pursuant to sections 3 and 4 of the *Lobbyists Registration Act*, S.B.C. 2001, c. 42, as amended from time to time, was compliant with those sections at the time the lobbying occurred.

16.0 USE OF SUBCONTRACTORS

16.1 The Coordinator must not subcontract any of the Coordinator's obligations under this Agreement without the prior written consent of the Province, unless the Province has approved as a Subcontractor any person listed in the attached Addendum.

16.2 The Province has approved as a Subcontractor any person listed in the attached Schedule D.

16.3 No subcontract the Coordinator enters, whether the Province consents to it or not, relieves the Coordinator from any obligation under this Agreement.

16.4 The Coordinator must ensure that every Subcontractor fully complies with this Agreement and all attached Schedules, in performing any subcontracted obligation.

16.5 Every contract between the Coordinator and a Subcontractor to provide any services related to the Project must include a term that obligates the Subcontractor to comply fully with this Agreement and all attached Schedules in performing any subcontracted obligation.

16.6 The Province reserves the right to review the terms and conditions of any contract between the Coordinator and any Subcontractor to determine to our satisfaction that the Coordinator complies with subsection 16 (4).

17.0 NON-LIABILITY OF THE Province

17.1 This Agreement is an agreement for a financial contribution to the Project only, not a contract for services or a contract of service or employment. The Province's responsibilities with respect to the Project are limited to providing financial assistance to the COORDINATOR towards the Eligible Costs. The parties hereto agree that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between them.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the Province respecting additional or future funding for the Project beyond the Funding Period and the Province shall have no responsibility for any costs that exceed the maximum contribution payable under the Agreement.

17.3 The Province shall not be liable for any injury to or loss suffered by the COORDINATOR or any employee, officer, agent or contractor of the COORDINATOR, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the Project or to performance of any of the COORDINATOR'S obligations relating thereto under this Agreement.

17.4 The management, supervision and control of the employees of the COORDINATOR are the sole and absolute responsibility of the COORDINATOR. The COORDINATOR shall be solely responsible for any and all payments and deductions required by law to be made in respect of its employees, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax.

18.0 REPAYMENT REQUIREMENT

18.1 (1) Upon expiry of the Funding Period or upon termination of the Agreement, if earlier, the COORDINATOR shall immediately repay to the Province any amount by which the contribution paid to the COORDINATOR exceeds the amount to which the COORDINATOR is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the COORDINATOR is not entitled include:

- a) the amount of any unspent advances of the contribution in the hands of the COORDINATOR,
- b) any amount paid in error or in excess of the amount of costs actually incurred,
- c) amounts paid in respect of costs which are determined by the Province to be ineligible, and
- d) any amount in excess of the Province's maximum contribution.

Such amounts are debts to the Province.

(2) Interest shall be charged on overdue debts in accordance with the *Interest on Overdue Accounts Receivable Regulation, B.C. Reg. 214/83*, made under British Columbia's *Financial Administration Act*.

19.0 GENERAL

19.1 Access to Information

Subject to the *Freedom of Information and Protection of Privacy Act*, all information pertaining to this Agreement is public information and may be disclosed to third parties upon request under the *Act*.

19.2 Amendment

This Agreement may be amended by the mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

19.3 Non-Assignment of the Agreement

The COORDINATOR shall not assign this Agreement or any part thereof without the written authorization of the Province. Any assignment made without the Province's authorization is void and of no effect.

19.4 Conflict of Interest

(1) No member of the House of Commons or any Provincial Legislature shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

(2) It is a term of this Agreement that a person to whom section 8 of the *Members Conflict of Interest Act, R.S.B.C. 1996, c. 287* applies, shall not derive a direct benefit from this Agreement unless he or she is in compliance with that *Act*.

(3) The Coordinator must not provide and must not knowingly allow any employee or subcontractor the Coordinator hires or retains with respect to the Project to provide any service to any person in circumstances that, in the opinion of the Province, could give rise to a conflict of interest between the duties of the Coordinator to that person and the duties of the Coordinator to the Province under this Agreement.

19.5 Insurance

(1) Subject to paragraph 19.5(2), the COORDINATOR shall ensure that it has adequate liability insurance covering everyone carrying out activities related to the Project including the COORDINATOR'S employees, participants, directors and officers and volunteers.

(2) The Province agrees to procure, at its expense, a policy of comprehensive general liability insurance for the Project participants, administrative staff and the COORDINATOR. The Province makes no warranty or representation as to the adequacy of the coverage of the policy with respect to the Project, however, it is understood and agreed that the COORDINATOR shall be solely responsible for determining its adequacy with respect to the Project and for obtaining such additional insurance as may be required in relation to the Project. The reasonable cost of such additional insurance is eligible for reimbursement by the Province as an eligible cost under this Agreement.

19.6 Official Languages

Any notice, advertisement or other information relating to the activities of the COORDINATOR being funded under this Agreement that is for the information primarily of members of the public who are resident in the community in which the activities are to be carried out, and any service related to the Project that is to be provided or made available by the COORDINATOR to members of the public who are resident in the community in which the activities are to be carried out, shall be made available in either of Canada's official languages where, in the opinion of the Province there is a significant demand for that notice, advertisement, other information or service in that official language.

19.7 Unincorporated Association

If the COORDINATOR is an unincorporated organization, it is understood and agreed by the persons signing this Agreement on behalf of the COORDINATOR that in addition to signing this Agreement in their representative capacities on behalf of the COORDINATOR, they shall be personally, jointly and severally liable for the obligations, covenants, promises, liabilities and expenses assumed by the COORDINATOR under this Agreement, including any debt that may become owing to the Province under this Agreement.

19.8 Entire Agreement

This Agreement, including Schedules A, B, C, D and E attached hereto, constitutes the entire agreement between the COORDINATOR and the Province with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.

19.9 Effective Date and Duration of Agreement

The Agreement shall be in force and effect when signed by both parties. Notwithstanding the termination of this Agreement, the obligations of the COORDINATOR in sections 6.1(a), 6.7, 10.3 and 18 of this Agreement shall survive any such termination and shall remain in force until they are satisfied or by their nature expire.

19.10 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Signed this 31 day of MARCH, 2011

For the Province

Peter Murney
(Name)
P
(Signature)

Program Officer
(Position)
MARCH 31, 2011
(Date)

For the COORDINATOR

GEORGE HEYMAN
(Name)
G Heyman
(Signature)

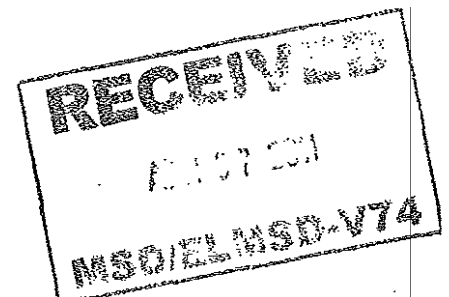
Executive Director
(Position)
March 31, 2011
(Date)

(Name)

(Signature)

(Position)

(Date)



EMPLOYMENT AND LABOUR MARKET SERVICES

BETWEEN:

The Province of British Columbia
(hereinafter referred to as the "Province")

Sierra Club of BC Foundation

AND:

(hereinafter referred to as the "COORDINATOR")

WHEREAS the COORDINATOR proposes to carry out the project described in Schedule A and has applied to the Province for financial assistance towards the costs of the project;

WHEREAS the COORDINATOR is eligible for financial assistance towards the costs of the project under the Employment and Labour Market Service referred to in Schedule A, Box 1, which has been established by the Province pursuant to Part II of the *Employment Insurance Act*;

AND WHEREAS the Province has agreed to make a contribution towards the costs of the Project;

The Province and the COORDINATOR agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments thereto form the Agreement between the Province and the COORDINATOR:

- a) these Articles of Agreement;
- b) the document attached as Schedule A entitled "Project Description and Contribution Details";
- c) the document attached as Schedule B entitled "Eligible Costs";
- d) the document attached as Schedule C entitled "Sharing of Information";
- e) the document attached as Schedule D entitled "Additional Conditions"; and
- f) the document attached as Schedule E entitled "Privacy Protection Schedule".

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

- a) "EI Client" means an unemployed person who, when requesting assistance under *Employment and Labour Market Services*:
 - (i) is an "insured participant" as that term is defined in subsection 58(1) of the *Employment Insurance Act*, or
 - (ii) received "provincial benefits" under a "provincial plan", as those terms are defined in section 76.01 of the *Employment Insurance Regulations*, within the previous 60 months, and
 - (A) if not for the provincial benefits paid under the provincial plan, would have been entitled to receive benefits under sections 22 or 23 of the *EI Act*, and would have had a benefit period established for that purpose within the 60-month period,
 - (B) subsequently withdrew from active participation in the labour force to care for one or more of their newborn children or one or more children placed with them for the purpose of adoption, and
 - (C) is seeking to re-enter the labour market;
- b) "Eligible Costs" means the costs incurred by the Coordinator in carrying out the Project that are described in Schedule B, subject to the limits set out in the approved annual budgets attached to, and forming part of Schedule B;
- c) "Employment and Labour Market Services" means the labour market development programs provided by British Columbia under an agreement with Canada made pursuant to section 63 of the *Employment Insurance Act*;
- d) "FAA" means the *Financial Administration Act*, R.S.B.C. 1996, c.138;
- e) "Fiscal Year" means the period beginning on April 1 of one calendar year and ending on March 31 in the next calendar year;
- f) "Funding Period" means the period commencing on 2010/07/05 and ending 2011/03/31
- g) "Project" means the activities described in Schedule A.
- h) "Provincial Mark" means any of the Province's trade-marks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks, whether registered or unregistered; and
- i) "Subcontractor" means a person that the Coordinator retains under a subcontract to provide services related to the Project.

3.0 CONTRIBUTION

3.1 Subject to the terms and conditions of this Agreement, the Province agrees to make a contribution to the COORDINATOR in respect of the Eligible Costs of the Project. The amount of the Province's contribution shall not exceed the total maximum contribution specified in Schedule A, Page 2, Box 62.

3.2 The amounts payable by the Province in each fiscal year during the Funding Period shall not exceed the amounts set out below:

in fiscal year	<u>2010/2011</u>	\$	<u>13,323</u>	
in fiscal year	<u></u>	\$	<u></u>	
in fiscal year	<u></u>	\$	<u></u>	
in fiscal year	<u></u>	\$	<u></u>	and
in fiscal year	<u></u>	\$	<u></u>	

- 3.3 Notwithstanding any other provision in this agreement, the Province's obligation to pay money to you under this Agreement is subject to:
- there being sufficient funds available in an appropriation, as defined in the FAA, to enable the Province in any Fiscal Year when payment becomes due pursuant to this Agreement, to make that payment; and
 - Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subsection (a) of this section.
- 3.3A In the event there are not sufficient funds available in an appropriation referred to in subsection 3.3 (a), to enable the Province in any Fiscal Year when payment becomes due pursuant to this Agreement, to make that payment, or Treasury Board controls or limits, pursuant to the FAA, expenditure under an appropriation, the Province may reduce the amount of its contribution payable under this Agreement in that Fiscal Year or terminate this Agreement in accordance with section 13.1 of this Agreement.
- 3.4 Where, pursuant to section 3.3A, the Province intends to reduce the amount of its contribution under the Agreement, it shall give the COORDINATOR 1 months notice of its intention to do so.
- 3.5 Where, as a result of a reduction in funding, the COORDINATOR is unable or unwilling to complete the Project, the COORDINATOR may, upon notice to the Province, terminate the Agreement.
- 4.0 **TERMS OF PAYMENT**
- (Sections 4.1 to 4.3 apply where progress payments, rather than advances, are to be made. Delete if not applicable.)*
- 4.1 Payment of the Province's contribution will be made upon receipt and verification of monthly or quarterly claims for payment. When submitting a claim, the COORDINATOR shall use a claim form approved by the Province and provide:
- a detailed list of Eligible Costs incurred and paid during the period claimed;
 - substantiating documentation as may be required by the Province, including copies of related invoices and receipts; and
 - a statement signed by an officer of the COORDINATOR or other person satisfactory to the Province, certifying that all Eligible Costs claimed are in accordance with the Agreement.
- 4.2 The Province may withhold payment of any claim pending the completion of an audit of the COORDINATOR's books and records conducted either by the Province or by an independent auditor pursuant to paragraph 6.1(g).
- 4.3 The Province may withhold up to 10% of the contribution until the Project is completed. Final payment of the contribution will be made following:
- receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the COORDINATOR during the Funding Period;
 - receipt of a statement certifying that all Eligible Costs claimed are in accordance with the Agreement; and
 - receipt of an auditor's report or other report that may be required to be submitted to the Province by the COORDINATOR under the terms of this Agreement.
- (Sections 4.4 to 4.12 apply where advances, rather than progress payments, are to be made. Delete if not applicable.)*
- 4.4 Based on forecasts of cash flow requirements satisfactory to the Province in form and detail, the Province will make advances covering the COORDINATOR's estimated financial requirements for each payment period during the Funding Period.
- 4.5 Payments will be made monthly.
- 4.6 The advance for the third payment period and subsequent payment periods is conditional upon the submission by the COORDINATOR of claim for payment, in a form satisfactory to the Province and certified by a senior officer of the COORDINATOR. Each claim shall contain the following information in respect of the advance payment period ending one payment period prior to the payment period for which the advance in question is to be paid:
- a detailed list of Eligible Costs incurred and paid during the payment period; and
 - a statement certifying that all Eligible Costs claimed are in accordance with the Agreement.
- 4.7 Where quarterly advances are being made to the COORDINATOR under section 4.5, the Province may, at any time and in its absolute discretion, by notice, alter the frequency of such advance payments and change them to a monthly basis.
- 4.8 Any interest earned on advances of the Province's contribution shall be accounted for by the COORDINATOR. Such interest shall be deemed to be part payment of the contribution and shall be taken into account in the calculation of the final payment by the Province, or repayment by the COORDINATOR as may be appropriate in the circumstances.
- 4.9 If the amount of the advance payment for a period exceeds the amount of the Eligible Costs incurred and paid during that period, the Province reserves the right to deduct the excess amount and any interest earned on the excess from any other amount payable under this Agreement.
- 4.10 The Province may withhold payment of any advance pending the completion of an audit of the COORDINATOR's books and records conducted either by the Province or by an independent auditor pursuant to paragraph 6.1 (g).

- 4.11 The Province may withhold up to 10% of its total contribution until the Project has been completed. Final payment will be made following:
- receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the COORDINATOR during the Funding Period;
 - receipt of a statement certifying that all Eligible Costs claimed are in accordance with the Agreement;
 - receipt of any audit report or other report or participant information that may be required to be submitted by the COORDINATOR under the terms of this Agreement.
- 4.12 Verification by the Province of the claim for final payment may include, if deemed advisable by the Province, the conduct of an audit by the Province of the COORDINATOR's books and records to verify the amount of the costs for which the COORDINATOR has claimed payment under this Agreement.
- 5.0 REPRESENTATION & WARRANTY**
- 5.1 The COORDINATOR declares that all information provided to the Province in connection with its application for funding under this Agreement is true and all relevant facts have been disclosed.
- (Section 5.2 applies only to Job Creation Partnerships. Delete if not applicable.)*
- 5.2 The COORDINATOR further declares that no participant has been hired to fill a position left vacant due to an industrial dispute at the COORDINATOR's premises, to fill the position of a worker who had been laid-off and is awaiting recall, or to displace another worker employed by the COORDINATOR.
- 6.0 OBLIGATIONS OF THE COORDINATOR**
- 6.1 The COORDINATOR shall:
- carry out and complete the Project in a diligent and professional manner, using qualified personnel;
 - demonstrate to the satisfaction of the Province that the Project will maintain and implement any and all environmental protection measures that may be prescribed by competent authority for minimizing harm, if any, to the environment;
 - upon request of the Province, produce any certificates, licenses and other authorizations required for the carrying out of the Project in respect of the rules relating to the environment;
 - keep proper books of accounts and records, in accordance with generally accepted business and accounting practices, of the financial management of the Project. The accounts and records shall include payroll records of employees of the COORDINATOR who are carrying out the Project, records of all other Project expenditures and revenues including funding for Project costs received from other sources;
 - during the Funding Period and for a period of seven (7) years thereafter, the COORDINATOR shall make its books of accounts and records referred to in paragraph (d) available at all reasonable times for inspection and audit by representatives of the Province to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the COORDINATOR as Eligible Costs. The COORDINATOR shall permit the Province's representative to take copies and extracts from such books and records;
 - furnish the Province with such additional information as it may require with reference to such books and records;
 - if requested by the Province at any time during the course of this Agreement, the COORDINATOR shall retain the services of a duly qualified accountant approved by the Province to carry out an audit of the books and records relating to the Project. The audit report shall include the following:
 - a certified financial statement providing details of the total actual expenditures made under this Agreement;
 - a statement certifying the total payments of the Province's contribution received by the COORDINATOR, including the amount of interest that has been accrued on any advances of the contribution; and
 - a statement certifying that the contribution payments received and expenditures in respect of which they were paid, were in accordance with the Agreement.
 - provide a copy of the audit report to the Province within 30 days of its completion.
- (Section 6.2 applies to Self Employment and Job Creation Partnerships. Delete if not applicable.)*
- 6.2 Prior to hiring or recruiting each participant for the Project, the COORDINATOR shall verify and confirm with the Province that the participant qualifies as an EI Client.
- 6.3 The COORDINATOR shall disclose to the Province without delay any fact or event that the COORDINATOR is aware of from time to time which may compromise the COORDINATOR'S chances of success in carrying out the Project.
- 6.4 The COORDINATOR shall obtain, prior to the commencement of any Project activity, all permits, licenses, consents and other authorizations that are deemed necessary to permit the carrying out of the Project.
- 6.5 The COORDINATOR shall carry out the Project in compliance with all laws, by-laws and regulations.
- 6.6 The COORDINATOR shall not request the payment of any charge or fee from the participants for their participation in the Project.
- 6.7 The COORDINATOR shall both during and following the term of this Agreement indemnify and save the Province, its employees and agents, harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the COORDINATOR or its directors, employees, contractors, agents or participants in connection with anything purported to be or required to be provided by or done by the COORDINATOR pursuant to this Agreement.

7.0 NEPOTISM

- 7.1 No cost incurred in relation to, or wages paid to a third party (participant, administrative staff, research subject, or any other party) who is a member of the immediate family of the COORDINATOR is eligible for reimbursement under this Agreement unless the Province is satisfied that the participation, recruitment or hiring of that third party was not the result of favoritism by reason of membership in the immediate family of the COORDINATOR.
- 7.2 For the purposes of section 7.1, "immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father-in-law, mother-in-law, or a relative permanently residing with the COORDINATOR, as the case may be.
- 7.3 For the purpose of section 7.2, "Common-law partner" means a person who is cohabiting with the COORDINATOR or its officer or director in a conjugal relationship and has done so for a period of at least one year.

8.0 REPORTS AND INFORMATION

- 8.1 Where the Funding Period is for a multi-year period, the COORDINATOR shall, if requested by the Province, provide:
- a) interim progress reports describing the activities, achievements, successes and problems of the Project that occurred during each twelve (12) months, or remaining portion thereof, of the Funding Period; and
 - b) a detailed annual work plan and forecast of Project expenditures for the coming period.
- 8.2 The COORDINATOR shall provide the Province with such reports concerning the progress of the Project as the Province may from time to time request, including information collected to date pursuant to Schedule C of this Agreement
- 8.3 The COORDINATOR shall, upon request, permit representatives of the Province to have access to the site or sites where the Project activities are being carried out to monitor their progress.
- 8.4 The COORDINATOR shall provide the Province with copies of all reports, studies or other publications produced by the COORDINATOR in carrying out the Project. In addition, the COORDINATOR shall provide the Province with advance copies of final drafts of such reports, studies or other publications, and subsequent amendments to said reports, studies or other publications.

9.0 PUBLIC ACKNOWLEDGEMENT

- 9.1 The Coordinator shall:
- a) ensure that in any communication activities, publications, advertising or press releases relating to the *Employment and Labour Market Services*, this Agreement and the services provided pursuant to this Agreement, include an appropriate acknowledgment of the Province and the Government of Canada, in terms satisfactory to the Province;
 - b) consult with and obtain approval from the Province prior to engaging in any communication activities, publications, advertising or press releases, relating to this Agreement or the BC Employment and Labour Market Services;
 - c) cooperate and assist the Province with communication strategies related to this Agreement;
 - d) prominently display in any materials the Coordinator produces and distributes to the public for the purpose of publicizing or promoting the Project, an acknowledgment of the Province, the form, content and location of which is subject to approval by the Province;
 - e) post signage that acknowledges the Province and the Government of Canada, the form, content and location of which is subject to approval by the Province;
 - f) incorporate a Provincial Mark in any acknowledgment described in subparagraph (d) or any signage described in subparagraph (e); and
 - g) not use any Provincial Mark in any capacity or for any purpose other than those set out in subparagraph (f).
- 9.2 Forthwith after the execution of this Agreement, the Province will provide the Coordinator with the Provincial Mark for use as described in paragraph 9 (1).
- 9.3 The Province will consult with the Coordinator before making any public comment about this Agreement, or the Project that references the Coordinator's name.

10.0 DISPOSITION OF ASSETS

- 10.1 The COORDINATOR shall preserve any capital assets acquired with the contribution and use them for the purposes of carrying out the Project unless the Province authorizes their disposition.
- 10.2 Upon completion of the Project or termination of the Agreement, the COORDINATOR agrees to dispose of, in such manner as the Province may direct, all capital assets purchased under this Agreement other than
- a) assets costing less than \$1000.00,
 - b) assets that have been physically incorporated into the premises of the COORDINATOR, and
 - c) assets that have been consumed or expended in carrying out the Project.

- 10.3 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by the Province, any assets referred to in section 10.2 costing \$1000 or more that have been preserved by it shall be
- a) sold at fair market value and the funds realized from such a sale applied to the Eligible Costs of the Project to offset the Province's contribution;
 - b) turned over to another person or organization designated or approved by the Province; or
 - c) disposed of in any other manner as may be determined by the Province.

11.0 DEFAULT

11.1 The following constitute Events of Default:

- a) the COORDINATOR becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the COORDINATOR, or the COORDINATOR is dissolved;
- c) the COORDINATOR ceases to operate;
- d) the COORDINATOR is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed pursuant to this Agreement;
- e) the COORDINATOR has submitted false or misleading information to the Province;
- f) in the opinion of the Province, the COORDINATOR has failed to proceed diligently with the Project;
- g) in the opinion of the Province, there is a material adverse change in risk in the COORDINATOR'S ability to carry out the Project.

11.2 If,

- a) an Event of Default specified in paragraph 11.1(a), (b) or (c) has occurred, or
- b) an Event of Default specified in paragraph 11.1 (d), (e), (f) or (g) has occurred and has not been remedied within 15 days of receipt by the COORDINATOR of written notice of default, or a plan satisfactory to the Province to remedy such Event of Default has not been put into place within such time period;

the Province may, in addition to any remedies otherwise available, immediately terminate this Agreement. Upon termination of the Agreement, the Province shall have no obligation to make further contribution to the COORDINATOR.

- 11.3 In the event the Province gives the COORDINATOR written notice of default pursuant to paragraph 11.2(b), the Province may suspend any further payment under this Agreement until the end of the period given to the COORDINATOR to remedy the Event of Default.
- 11.4 The fact that the Province refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the Province shall not prevent the Province in any way from later exercising any other right or remedy under this Agreement or other applicable law.

12.0 NOTICE

- 12.1 Any notice to be given, and all reports, information and other documents to be provided under this Agreement shall be sent by regular mail, personal service, facsimile, registered mail or email at the postal address, fax number or e-mail address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change.
- 12.2 Notice, information or other documents delivered in person shall be deemed to have been received on delivery. Any notice, information or other document sent by facsimile or e-mail shall be deemed to have been received one working day after it is sent, or if sent by mail, five (5) days after the date of mailing.
- 12.3 Any notice or correspondence shall be addressed to:

in the case of the Province *(insert name or title of official, address and fax number)*

Pierre Murray, 306-771 Vernon Avenue, Po Box 9989 Stn Prov Gov'T,
Victoria, British Columbia, V8W9R6

in the case of the COORDINATOR to the address shown on Schedule A of this Agreement.

13.0 RIGHT OF EARLY TERMINATION

13.1 Either party may terminate this Agreement at any time without cause upon not less than 30 day notice of intention to terminate.

13.2 In the event of a termination notice being given by the Province under this section

- a) the COORDINATOR shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
- b) all Eligible Costs incurred by the COORDINATOR up to the date of termination will be paid by the Province, including its costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Province that the costs mentioned herein were actually incurred by the COORDINATOR and the same are reasonable and properly attributable to the termination of the Agreement; and
- c) the amount of any contribution funds which remain unspent shall be promptly repaid to the Province.

13.3 The COORDINATOR shall negotiate all contracts related to the Project, including subcontracts and employment contracts on terms that will enable the COORDINATOR to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The COORDINATOR shall cooperate with the Province and do everything reasonable within its power at all times to minimize and reduce the amount of the Province's obligations in the event of a termination of this Agreement.

14.0 DECLARATION REGARDING OUTSTANDING AMOUNTS OWED TO THE GOVERNMENT

14.1 The Coordinator declares that it has provided the Province with a true and accurate list of all amounts owing to the federal government or the Province which are past due and in default or arrears as of the time of the Coordinator's application to the Province for funding. The Coordinator recognizes that any such amounts owing to the federal government or the Province may be deducted from, or set-off against amounts payable to it under this Agreement.

16.0 LOBBYIST'S REGISTRATION

15.1 The Coordinator declares that any person who has been lobbying on behalf of the Coordinator to obtain the contribution that is the subject of this Agreement and who is required to file a return with the registrar pursuant to sections 3 and 4 of the *Lobbyists Registration Act*, S.B.C. 2001, c. 42, as amended from time to time, was compliant with those sections at the time the lobbying occurred.

16.0 USE OF SUBCONTRACTORS

16.1 The Coordinator must not subcontract any of the Coordinator's obligations under this Agreement without the prior written consent of the Province, unless the Province has approved as a Subcontractor any person listed in the attached Addendum.

16.2 The Province has approved as a Subcontractor any person listed in the attached Schedule D.

16.3 No subcontract the Coordinator enters, whether the Province consents to it or not, relieves the Coordinator from any obligation under this Agreement.

16.4 The Coordinator must ensure that every Subcontractor fully complies with this Agreement and all attached Schedules, in performing any subcontracted obligation.

16.5 Every contract between the Coordinator and a Subcontractor to provide any services related to the Project must include a term that obligates the Subcontractor to comply fully with this Agreement and all attached Schedules in performing any subcontracted obligation.

16.6 The Province reserves the right to review the terms and conditions of any contract between the Coordinator and any Subcontractor to determine to our satisfaction that the Coordinator complies with subsection 16 (4).

17.0 NON-LIABILITY OF THE Province

17.1 This Agreement is an agreement for a financial contribution to the Project only, not a contract for services or a contract of service or employment. The Province's responsibilities with respect to the Project are limited to providing financial assistance to the COORDINATOR towards the Eligible Costs. The parties hereto agree that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between them.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the Province respecting additional or future funding for the Project beyond the Funding Period and the Province shall have no responsibility for any costs that exceed the maximum contribution payable under the Agreement.

17.3 The Province shall not be liable for any injury to or loss suffered by the COORDINATOR or any employee, officer, agent or contractor of the COORDINATOR, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the Project or to performance of any of the COORDINATOR'S obligations relating thereto under this Agreement.

17.4 The management, supervision and control of the employees of the COORDINATOR are the sole and absolute responsibility of the COORDINATOR. The COORDINATOR shall be solely responsible for any and all payments and deductions required by law to be made in respect of its employees, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax.

18.0 REPAYMENT REQUIREMENT

18.1 (1) Upon expiry of the Funding Period or upon termination of the Agreement, if earlier, the COORDINATOR shall immediately repay to the Province any amount by which the contribution paid to the COORDINATOR exceeds the amount to which the COORDINATOR is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the COORDINATOR is not entitled include:

- a) the amount of any unspent advances of the contribution in the hands of the COORDINATOR,
- b) any amount paid in error or in excess of the amount of costs actually incurred,
- c) amounts paid in respect of costs which are determined by the Province to be ineligible, and
- d) any amount in excess of the Province's maximum contribution.

Such amounts are debts to the Province.

(2) Interest shall be charged on overdue debts in accordance with the *Interest on Overdue Accounts Receivable Regulation, B.C. Reg. 214/83*, made under British Columbia's *Financial Administration Act*.

19.0 GENERAL

19.1 Access to Information

Subject to the *Freedom of Information and Protection of Privacy Act*, all information pertaining to this Agreement is public information and may be disclosed to third parties upon request under the Act.

19.2 Amendment

This Agreement may be amended by the mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

19.3 Non-Assignment of the Agreement

The COORDINATOR shall not assign this Agreement or any part thereof without the written authorization of the Province. Any assignment made without the Province's authorization is void and of no effect.

19.4 Conflict of Interest

(1) No member of the House of Commons or any Provincial Legislature shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

(2) It is a term of this Agreement that a person to whom section 8 of the *Members Conflict of Interest Act, R.S.B.C. 1996, c. 287* applies, shall not derive a direct benefit from this Agreement unless he or she is in compliance with that Act.

(3) The Coordinator must not provide and must not knowingly allow any employee or subcontractor the Coordinator hires or retains with respect to the Project to provide any service to any person in circumstances that, in the opinion of the Province, could give rise to a conflict of interest between the duties of the Coordinator to that person and the duties of the Coordinator to the Province under this Agreement.

19.5 Insurance

(1) Subject to paragraph 19.5(2), the COORDINATOR shall ensure that it has adequate liability insurance covering everyone carrying out activities related to the Project including the COORDINATOR'S employees, participants, directors and officers and volunteers.

(2) The Province agrees to procure, at its expense, a policy of comprehensive general liability insurance for the Project participants, administrative staff and the COORDINATOR. The Province makes no warranty or representation as to the adequacy of the coverage of the policy with respect to the Project, however, it is understood and agreed that the COORDINATOR shall be solely responsible for determining its adequacy with respect to the Project and for obtaining such additional insurance as may be required in relation to the Project. The reasonable cost of such additional insurance is eligible for reimbursement by the Province as an eligible cost under this Agreement.

19.6 Official Languages

Any notice, advertisement or other information relating to the activities of the COORDINATOR being funded under this Agreement that is for the information primarily of members of the public who are resident in the community in which the activities are to be carried out, and any service related to the Project that is to be provided or made available by the COORDINATOR to members of the public who are resident in the community in which the activities are to be carried out, shall be made available in either of Canada's official languages where, in the opinion of the Province there is a significant demand for that notice, advertisement, other information or service in that official language.

19.7 Unincorporated Association

If the COORDINATOR is an unincorporated organization, it is understood and agreed by the persons signing this Agreement on behalf of the COORDINATOR that in addition to signing this Agreement in their representative capacities on behalf of the COORDINATOR, they shall be personally, jointly and severally liable for the obligations, covenants, promises, liabilities and expenses assumed by the COORDINATOR under this Agreement, including any debt that may become owing to the Province under this Agreement.

19.8 Entire Agreement

This Agreement, including Schedules A, B, C, D and E attached hereto, constitutes the entire agreement between the COORDINATOR and the Province with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.

19.9 Effective Date and Duration of Agreement

The Agreement shall be in force and effect when signed by both parties. Notwithstanding the termination of this Agreement, the obligations of the COORDINATOR in sections 6.1(a), 6.7, 10.3 and 18 of this Agreement shall survive any such termination and shall remain in force until they are satisfied or by their nature expire.

19.10 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

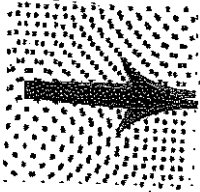
Signed this 17th day of June, 2010

For the Province

Peter Murray
(Name)
P. -
(Signature)

PO
(Position)
17/June/10
(Date)

**SIGN
HERE**



For the COORDINATOR

Kim Kotanko
(Name)
Kim Kotanko
(Signature)

Finance Director
(Position)
June 17/10
(Date)

(Name)

(Signature)

(Position)

(Date)

SCHEDULE A

PROJECT DESCRIPTION AND CONTRIBUTION DETAILS

1 BC-Job Creation Partnerships					OFFICIAL USE					
					100 FILE NUMBER 10087484			101 OPTION 892		
					102 RESP. RC 5374			103 BUDGET RC 5374		
					104 AMEND. NO. Amendment			105 REASON CODE 1		
2 NAME OF EMPLOYER / COORDINATOR Sierra Club of BC Foundation					3 LEGAL NAME OF EMPLOYER / COORDINATOR (if different from above) Sierra Club of BC Foundation					
COMMUNITY COORDINATOR No										
4 MAILING ADDRESS #304 733 Johnson Street					8 AREA CODE TELEPHONE NO. (250) 386-5255					
5 CITY/TOWN Victoria			6 PROVINCE BC		7 POSTAL CODE V8W3C7		9 AREA CODE FAX NO. (250) 386-4453			
10 NAME OF CONTACT PERSON Jenn Hoffman					11 TELEPHONE NO. (if different from above) (250) 386-5255			12 No. OF EMPLOYEES / WORKERS AFFECTED		
13 OBJECTIVE / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS (THIS SECTION IS MEANT AS AN EXECUTIVE SUMMARY)										
Objectives: To begin July 5th, 2010 and end by March 31, 2011. To provide a maximum 39 EI weeks of work experience. The objective is to provide the opportunity for three unemployed EI eligible individuals to gain valuable career experience and skill enhancement through meaningful work with the Sierra Club of BC, so that they may gain a competitive advantage for re-entering the employment market. Sub-Objective: A sub-objective is to translate Environmental Education Programs to better meet the needs of teachers,										
Continued on Page 4										
14 LOCATION OF ACTIVITY #304 733 Johnson Street, Victoria, BC, V8W3C7										
15 TOTAL NUMBER OF PARTICIPANTS 3										
DESIGNATED GROUP MEMBERS TARGETING PLAN										
16 NUMBER OF POSITIONS TO BE FILLED BY		17 WOMEN		18 ABORIGINALS		19 PERSONS WITH DISABILITIES		20 MEMBERS OF VISIBLE MINORITIES		
22 DURATION OF ACTIVITY			23 FROM 2010/07/05		24 TO 2011/03/31		25 AND FROM		26 TO	
OFFICIAL USE										
140 FINANCIAL CODE			CURRENT YEAR AMOUNT		CR	CMS TYPE	ELECT. DIST.	FUTURE YEAR 1 COMMITMENT AMOUNT		CR
ALLOT	PROJECT	LINE OBJECT								
896	10504	5200	13,323.00				59035			
141 AGREEMENT VERIFICATION			SIGNATURE <i>PC -</i>						Y M D 10 06 24	
OFFICIAL USE										
160 ORIG. TYPE	151 CORRESP. LANG.	152 PROV. RIDING	153 OFFICER	154 ELECT. DIST.	155 NOC	156 S.I.C.	157 ACTIVITY	158 YR. OF OPERATION	159 SPECIAL INT. GR.	
11	1	X101	102	59035	4142	4854	294			
160 NATIONAL SPARES CODES A B C D			161 REGIONAL SPARES CODES A B C D E F			162 ELMSO SPARES CODES A B C				



10087484

[illegible]

62	13,323.00
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63	
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84	13,323.00
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COST DISTRIBUTION										
		UNION/ASSOCIAGENTS		PROVINCE		CANADA		OTHER		TOTAL
66 0.00		67 0.00		68 0.00		69 13,323.00		70 0.00		71 13,323.00
72 0 %		73 0 %		74 0 %		75 100 %		76 0 %		77 100%

NAME OF EMPLOYER / COORDINATOR

Sierra Club of BC Foundation

OBJECTIVES / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS

who have stated they are lacking French environmental education resources, and the needs of French speaking students, who would benefit in learning about BC's environment in their language of choice.

This project will enable three JCP participants the opportunities to gain experience in curriculum development, language translation, program delivery and evaluation, and general program administrative skills.

Activities:

Through the French Programming Education and Outreach Initiative, JCP participants will play an instrumental role in a new, one time project of translating, piloting, evaluating and refining educational programs which remain currently only available in English.

JCP participants:

- Two participants will first translate existing elementary and middle school Environmental Education Programs into French, and then pilot, evaluate and refine these programs for the French language school system in BC;
- One participant will translate, pilot, evaluate and refine this program - the Sustainable High Schools project for the French language school system.

The French Programming Education and Outreach Initiative is designed to engage participants in translating resources and in class presentations, and piloting the delivery of the newly translated programs.

The goal of this project is to translate and pilot delivery of French Environmental Education programs. The project will achieve objectives through participants' completion of the following key activities:

- Understanding current Sierra Club BC Environmental Education Programs
- Translating in class presentations, including scripts, audio visual presentations, handouts, props, and evaluation forms.

Sierra Club of BC Proposal Submitted To ELMSD Job Creation Program - 2010

- Translating pre and post program resources for teachers.
- Translating downloadable resources on our website.
- Coordinating with teachers, administrators, and schools to register them for the translated pilot programs.
- Pilot translated programs in classrooms throughout BC.
- Collect, compile, and enter data from evaluation forms.
- Conduct a full evaluation of the pilot program at the end of the year.

FOR FORMER IAS ONLY		
TYPE OF EMPLOYMENT ADJUSTMENT AGREEMENT ▶	78 BUSINESS LINES	79 TYPE OF AGREEMENT

FOR USE WHEN NO APPLICATION HAS BEEN COMPLETED			
80 RECOMMENDED BY	81 DATE	82 APPROVED BY	83 DATE

FOR AMENDMENTS ONLY	
REASON FOR AMENDMENT	<input type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE AMOUNT \$ 446.00

84 INITIALS OF SIGNATORIES TO THE AGREEMENT			
<i>[Signature]</i>	<i>June 17/10</i>	<i>[Signature]</i>	<i>June 17/10</i>
EMPLOYER/COORDINATOR	DATE	EMPLOYER/COORDINATOR	DATE
		PROVINCE OF BRITISH COLUMBIA	<i>June 17/10</i>
			DATE

<p>NAME OF EMPLOYER / COORDINATOR</p> <p>Sierra Club of BC Foundation</p>
<p>OBJECTIVES / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS</p> <p>Key Outcomes & Deliverables:</p> <ul style="list-style-type: none"> - Complete translated package of secondary level Sustainable High Schools Education Program. - Feedback from 10 piloted classrooms. - Evaluation of the translation from French administrators and teachers. <p>Timelines:</p> <p>Through the proposed project Secondary Level Sustainable High School French Pilot participants will complete the following activities: Proposed Start date: July 5th, 2010 Proposed End date: March 31, 2011</p> <p>Phase One: July - September 2010 Sierra Club will recruit and hire three participants by July 15, 2010.</p> <p>By the end of Phase One, participants will have:</p> <ul style="list-style-type: none"> - Completed a participant orientation program. - Participated in a series of skills enhancement workshops including program development, public speaking, group facilitation, conflict management, work plan prioritizing, curriculum correlating, workshop delivery, classroom management, computer applications, etc. Translated the classroom programs and accompanying multi-media props, liaising closely with bilingual Sierra Youth Coalition. <p>Phase Two: October - March 2010</p> <ul style="list-style-type: none"> - By the end of Phase Two, participants will have: - Coordinated and delivered programs in TBD amount of French speaking classrooms throughout BC using a translated Sustainable High Schools Kit. - Participated in on going activities for securing long term employment within their chosen career field. <p>Phase Three: Timelines TBD (Will need to be adjusted as project shortened by 3 months))</p> <p>By the end of Phase Three, participants will have:</p> <ul style="list-style-type: none"> - Planned and implemented 60 degree evaluation of the project, including: - Skills enhancement in qualitative and quantitative, formative and evaluation methodology (focus groups, survey, participant interviews, etc.). - Summary of youth driven action projects, - Analysis of activities and action projects. - Sourced employment opportunities within their chosen field, in order to assist them in achieving their employment goals.

<p>NAME OF EMPLOYER / COORDINATOR</p> <p>Sierra Club of BC Foundation</p>
<p>OBJECTIVES / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS</p> <p>Phase Four: March 2011 By the end of Phase four participants will have:</p> <ul style="list-style-type: none"> - Completed all required program wrap up activities (file transfer, review and storage; participant follow up; legacy documents prepared and distributed; etc.). - Participated in sourcing and applying for employment opportunities within their chosen field, in order to assist them in achieving their employment goals. <p>Expected Results:</p> <p>To translate existing elementary and middle school level Environmental Education programs into French, and then pilot, evaluate and refine these programs for the French language school system.</p> <p>Key Outcomes and Deliverables by March 31, 2010:</p> <ul style="list-style-type: none"> -Complete translated package of secondary level Sustainable High Schools Education Program. -Feedback from 10 piloted classrooms. -Evaluation of the translation from French administrators and teachers. <p>Outcomes for JCP Participants:</p> <p>The three JCP participants will enhance work experience and gain new employment related skills. Participants can apply their new skills towards a variety of jobs, such as in Education, translation, and counselling programs.</p> <p>Participants will be able to network with a wide range of contacts spanning from the general public to professional educators to employers within the ENGO and French teaching community, enabling participants to make many potential employment connections. Throughout their placement opportunities to network will be made available - these include attending community conferences, workshops, public talks, stakeholder meetings and other events.</p> <p>Coordinator will submit a final report outlining project outcomes.</p>

**SCHEDULE B
ELIGIBLE COSTS**

Name of Coordinator Sierra Club of BC Foundation: The French Programming Education and Outreach Initiative	File # Project #: 010087484
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1. Subject to the terms and conditions in this Schedule, the costs set out in the Project Budget below are Eligible Costs for the purposes of this Agreement, subject to change only with the Province's written approval. For greater certainty, any costs not specifically listed shall be ineligible unless authorized in writing by the Province.
2. Costs are eligible costs only if they are, in the opinion of the Province,
 - a) directly related to the Project, and
 - b) reasonable.
3. (1) Subject to subsection (2), only those costs with respect to which the COORDINATOR has incurred an obligation during the Funding Period and received goods and services by the end of the Funding Period are Eligible Costs. No costs incurred prior to or following the Funding Period are Eligible Costs.

 (2) If under the terms of this Agreement, the COORDINATOR is required to provide to the Province an audit report following the expiry of Funding Period and if the cost of the audit is otherwise an Eligible Cost, the cost of the audit is an Eligible Cost notwithstanding that it is incurred outside the Funding Period.
4. The portion of the cost of any goods and services purchased by the COORDINATOR for which the COORDINATOR may claim a GST input tax credit or rebate is excluded from Eligible Costs and not eligible for reimbursement under this Agreement. The COORDINATOR shall, as far as reasonable and practical, take advantage of any GST rebates or input tax credits that may be available to the COORDINATOR.
5. Travel, meals and accommodation costs will be reimbursed at rates not exceeding the rates for Group II employees of the Province set out in Appendix 1 to the Public Service Agency Policy Statement 17 – Travel and in any applicable Treasury Board (British Columbia) Orders and Directives.
6. Where the cost of purchasing, leasing or renting a capital asset exceeds \$1000, the COORDINATOR must obtain the written authorization of the Province prior to acquiring the asset unless the capital asset item has been specifically identified in the Project Budget below.
7. The portion of any cost in respect of which the COORDINATOR has, or is entitled to receive a contribution from another level of government or other source is not eligible for reimbursement.

Budget Flexibility

8. (1) The COORDINATOR may make adjustments to vary the subtotal amount allocated for the following cost categories:
 - (a) The COORDINATOR may make adjustments to vary, by up to 10%, the sub-total amount allocated for the following cost categories:
 - 2: Professional fees
 - 3: Travel
 - 4: Capital Assets
 - 5: Audit Costs
 - 6: Other Activity Related Direct Project Costs
 - (b) The COORDINATORS may make adjustments to increase only, by an amount not exceeding 10%, the sub-total amount allocated for the following cost categories:
 - 7: Participant Wages
 - 8: Participant Tuition Costs
 - 9: Other Participant Related Project Costs

- (2) The COORDINATOR shall notify the Province in writing of any adjustments to the Project Budget under this section.
- (3) The COORDINATOR may not make adjustments under subsection (1) if such adjustments result in any increase in the amount of total contribution from the Province.
- (4) The COORDINATOR may not make any adjustments to the amounts allocated for the contribution from the PROVINCE shown opposite each specific line item cost shown in the Project Budget under the "Salaries and Wages Costs" category, without prior approval from the Province.
- (5) Any adjustments to the Project Budget with respect to the cost categories described therein, other than those authorized under subsection (1), must be approved by the Province prior to the adjustment being made.
- (6) In the event that the COORDINATOR makes an adjustment under subsection (1) with respect to "Capital Assets Costs" category as a result of the purchase of a Capital Asset the COORDINATOR must notify the Province of this purchase.

Organizational Infrastructure Costs

[This provision applies where the COORDINATOR has chosen a flat percentage rate to cover the organizational infrastructure costs incurred in carrying out the Project. Delete if not applicable]

9. (1) ~~Funding for organizational infrastructure costs covered by a flat percentage rate is subject to those types of costs actually being incurred by the COORDINATOR in carrying out the project. The COORDINATOR shall repay the Province the amount of funding paid in excess of the amount of cost actually incurred by the COORDINATOR toward organizational infrastructure costs. Such amount is a debt owing to the Province and shall be repaid promptly to the Province upon receipt of notice to do so.~~
- (2) ~~The Province agrees to reimburse the COORDINATOR a flat percentage rate for organization infrastructure costs. Such rate will be calculated as follows:~~

$$(\text{Total 1A Costs} + \text{Total 1B } \boxed{} \text{ Costs}) \times = \text{Total 1C Costs}$$
- (3) ~~Upon the COORDINATOR's declaration that it incurs organizational infrastructure costs, the Province agrees to reimburse an additional flat percentage rate to be calculated as follows:~~

$$(\text{Total 1A Costs} + \text{Total 1B Costs} + \text{Total 1C } \boxed{} \text{ Costs}) \times = \text{Total 2 Costs}$$
- (4) ~~The parties agree that should the Province increase the flat rate percentage during the Funding Period, the rate will be adjusted accordingly.~~

Declaration Regarding Other Sources of Financial Assistance for the Project*

*[*Sections 10.1 to 10.4 are applicable only to agreements where the contribution is in excess of \$100,000. Delete if not applicable].*

[Option 1- where funding from the Province is the only source of financial assistance for the Project.]

- 10.1 ~~The COORDINATOR declares that the contribution provided under this Agreement is the only financial assistance for the Project it has received or expects to receive from any level of government (federal, provincial or municipal) or from any other source.~~

~~[Option 2 - where there are other sources of financial assistance for the Project.]~~

~~10.2 The COORDINATOR declares that it has received or is entitled to receive the following financial assistance for the Project from other sources:~~

- ~~1. \$ _____ from _____~~
- ~~2. \$ _____ from _____~~
- ~~3. \$ _____ from _____~~
- ~~4. \$ _____ from _____~~
- ~~5. \$ _____ from _____~~
- ~~6. \$ _____ from _____~~

~~10.3 The COORDINATOR agrees to inform the Province promptly in writing of any additional financial assistance to be received for the Project other than that referred to in section 10.2.~~

~~10.4 If following the signing of this Agreement, the COORDINATOR receives any financial assistance for the Project from another source, other than those referred to in section 10.2, the Province may, at its discretion, reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received or if the Province's contribution has already been paid, it may require repayment of such amount. Upon receipt of notice to repay under this section, the COORDINATOR agrees to repay the amount as a debt due to the Province.~~

Project Budget

Set out below is the List of Eligible Costs

Cost Categories		YEAR 1
TOTAL PROJECT COSTS		
1. A. Activity Related Direct Project Costs		\$ 13,323
1. Staff Wages		\$ 13,323
Synopsis: All wages & MERCS listed here include direct related staffing as per our program requirements dictate. The Sierra Club of BC will carry the larger burden of cost for the support staff but ask for assistance with these minimum amounts to help provide a full and effective career enhancement experience for the JCP individuals. These amounts include wages, MERCS and WCB. Sierra Club BC staff are paid bi-weekly.		Total \$13,323
Education Program Manager – (Nadine Lefort) s.22 of the wage will be covered which is which totals \$6878.00		
s.22	pay periods,	
Campaigns Director – (Susan Howatt) s.22 of the wage will be covered which is periods, which totals \$1393.00		
s.22	pay	
Human Resources – (Sheila Giesbrecht) s.22 of the wage will be covered which is		
s.22	pay	

periods, which totals \$1037.00 Bookkeeper – Bookkeeper – (Maureen Yao) s.22 of the wage will be covered which is periods, which totals \$1060.00	s.22	pay
Finance Director – (Kim Kotanko) s.22 of the wage will be covered which is periods, which totals \$1321.00	s.22	pay
Communications Director – (Sarah Cox) s.22 of the wage be covered this is which totals \$1321.00	s.22	pay periods,
b) Other employment-related benefit costs (Workers Compensation Benefit (WCB), medical, dental, pension, etc.) where warranted by current organizational Human Resources (HR) policies		
Total Extended Benefits for the staff mentioned above \$313.00		
c) Other HR costs such as extended illness & maternity leave, vacation leave pay out, severance pay, etc. where warranted by current organizational HR policies and provincial labour standards. (This is not a contingency option. Costs must be foreseeable to be negotiated in the original agreement and will otherwise require a negotiation and amendment when incurred.)		
2. Professional Fees		0
d) Professional fees - contracting (e.g. bookkeeping, janitorial services, Information Technology (IT), equipment maintenance services, security; audit costs and legal fees are noted separately below); e) Legal fees (i.e. reasonable allowance for costs related to review of lease for new project site premises)		
3. Travel - staff & volunteer		0
f) Staff and volunteer travel (transportation costs, taxi, kilometric charges, etc. as per staff travel claims; includes international travel where warranted; transportation is noted in category 1C)		
4. Capital Assets		0
g) Capital assets (any asset requiring agreement of disposition, as per program specific Terms and Conditions value; may be any of the assets included in this listing)		
5. Audit Costs (departmentally mandated)		0
h) Audit costs related to departmentally mandated audits currently suspended for contracts over \$350,000)		
6. Other Specified direct project costs		0
i) Furniture j) Staff disability supports (duty to accommodate) k) Staff training for disability-related issues (e.g. sign language training) l) Conference attendance fees m) Conference costs (meeting room rental, guest speakers, etc.) n) Rent, lease (including applicant owned premises) and repairs and leasehold improvements (insurance is noted below, in category 1C) o) Signage p) Utilities q) Equipment lease, rental or purchase (including computers, fax machines, etc.; copy charge for photocopies is included in equipment repair/maintenance cost items, in category 1C) r) Computer software s) Costs associated with use of applicant-owned assets other than premises (e.g. computers and other equipment, furniture, etc.) t) Memberships (professional and organizational), affiliation fees and business licenses and permits;		

- u) Advertising (newspaper ads, flyer production, etc.)
- v) Reference materials (books, periodicals, subscriptions, etc., which cannot be easily traced/tracked back to usage by project participants)
- w) Significant project costs associated with the following types of expenditures (i.e. onetime, non-recurring, non standard/non-basic amounts over and above the regular, day-to-day operational costs):
 - i. Telephone (installation and extraordinary costs related to telephones and/or fax lines required over and above regular operating requirements)
 - ii. Postage (significant costs associated with project activities which increase expected costs of postage beyond normal operating requirements)
 - iii. Internet (web page design, etc.) and other IT requirements (significant costs associated with project activities which increase expected internet related costs beyond normal operating requirements)
 - iv. Printing (significant costs associated with project activities, which increase expected printing costs beyond normal operating requirements); and
 - v. Staff professional development (courses required by staff, which are not part of the routine development courses required by the organization's policies)
- x) Costs related to transition/wind-down (severance pay, other HR related costs, penalties for breaking leases, etc.).

1B. Participant Related Direct Project Costs	0
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7. Participant Wages	0
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- a) Participant wages & Mandatory Employment Related Costs
- b) Stipends, bonuses
- c) Other employment-related benefit costs (WCB, medical, dental, pension) *where warranted by current organizational HR policies and/or provincial labour standards*

8. Participant Tuition Costs	0
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- d) Tuition costs - public
- e) Tuition costs - private

9. Other Participant Related Project Costs	0
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- f) Living expenses
- g) Disability-related supports (attendant care, note takers, sign language interpreters)
- h) Disability-related incremental costs (i.e. additional per diems re gratuities for assistance provided, etc.)
- i) Professional fees related to participants – sub-contracting (i.e. vocational assessments, needs assessments, guest speakers, etc.);
- j) Dependant care
- k) Adaptive-technology set-up
- l) Testing materials, supplies & books
- m) Travel, transportation
- n) Participation and completion recognition activities

1C. Other Direct Project Costs	0
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10. Other Direct Project Costs Examples of costs to which a contribution can be considered include, but are not limited to:

- a) Insurance (fire, theft, liability);
- b) Standard, regular, day-to-day, operational, recurring costs related to:
 - (i) Basic telephone charges (including fax lines);
 - (ii) Postage and courier;
 - (iii) Monthly internet fees;
 - (iv) Operational printing contracted externally (business cards, letterhead, ad hoc unanticipated print jobs, minor updates and/or printing of organizational or program brochures, etc.);
 - (v) Equipment repair and maintenance (includes photocopy meter charges); and
 - (vi) Staff professional development - amount to cover basic training needs as per organization's existing policies; employment related requirements which can include, but is not limited to, health & safety, first aid, cardiopulmonary resuscitation, self-defence, crisis intervention, anti-racism, anti-oppression, sensitivity, conflict resolution, etc.
- c) Materials and supplies (e.g. pens, pencils, paper, envelopes, cleaning supplies, subscriptions);
- d) Bank charges;

- e) IT maintenance;
- f) Other non participant-based costs (e.g. water where public water not safe for drinking, staff and volunteer transportation recognition);
- g) Staff and volunteer transportation (bus fare, taxi and parking required for delivery of project activities but not part of travel claims; does NOT include monthly parking fees; travel is noted in category 1A).

2. ORGANIZATIONAL INFRASTRUCTURE COSTS

0

11. Organizational Infrastructure Costs Examples of costs to which a contribution can be considered include, but are not limited to:

- a) Staff wages & Mandatory Employment Related Costs
- b) Other employment-related benefit costs (WCB, medical, dental, pension) *where warranted by current organizational HR policies*
- c) Other HR costs such as extended illness & maternity leave, vacation leave pay out, severance pay, etc. *where warranted by current organizational HR policies and provincial labour standards. (This is not a contingency option. Costs must be foreseeable to be negotiated in the original agreement and will otherwise require a negotiation and amendment when incurred)*
- d) Rent, lease (including applicant owned premises) and minor repairs and leasehold improvements
- e) Utilities
- f) Furniture
- g) Signage
- h) Equipment purchase, lease or rental (including computers)
- i) Costs associated with use of applicant-owned assets other than premises (e.g. computers and other equipment, furniture, etc.)
- j) Equipment maintenance and repairs
- k) Software
- l) Professional fees - contracting (e.g. bookkeeping, janitorial services, IT, equipment maintenance services, security)
- m) Audit costs
- n) Staff disability supports (duty to accommodate)
- o) Telephone costs
- p) Postage and courier
- q) Internet costs (web page design, etc.) and other IT requirements
- r) Printing costs
- s) Advertising costs
- t) General insurance (e.g. directors' liability insurance)
- u) Travel and transportation (including board members)
- v) Training and development costs (volunteer and staff)
- w) Office supplies
- x) Bank charges
- y) Memberships and affiliation fees (professional, inter- and intra-organizational, etc.)

TOTAL PROJECT COSTS

\$ 13,323

Ineligible costs

Cost associated with fundraising activities

Canada Revenue Agency or payroll penalties

Parking Tickets

Legal fees and court awards for inappropriate dismissal or other inappropriate/illegal activity

Membership fees for private clubs, etc. (golf clubs, gyms, etc) unless part of existing (non-monetary) employment benefits package

Staff salary bonuses if not originally negotiated into agreement


Purchase of Alcoholic beverages

Purchase of illegal substances

Mentor wages (under Youth Projects)

Unreasonable gifts or unreasonable payment for recognition

Other costs ineligible as per program terms and conditions


Sierra Club BC Foundation
Finance Director

P —
17 / June / 10
P.O.

SCHEDULE C
INFORMATION REQUIREMENTS

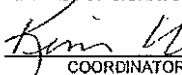
NAME OF COORDINATOR:

Sierra Club of BC Foundation

1. To enable the Province to:
 - a) measure the results of the Project and evaluate the Project's success in assisting Participants to prepare for, obtain and maintain employment, and in making a successful transition into the labour market;
 - b) determine a participant's need for any further assistance in order for the participant to obtain or keep employment;
 - c) evaluate more generally the success of the Employment and Labour Market Service in achieving its objectives; and
 - d) meet its obligations pursuant to the agreement between the Province and Canada under section 63 of the *Employment Insurance Act* for the operation of the *Employment and Labour Market Services* and its success in achieving its objective.

The COORDINATOR shall, subject to section 2, collect on behalf of the Province, and provide to the Province the following information in respect of each Participant:

 - Responsible Employment and Labour Market Services Office
 - Contract file number
 - Social Insurance number
 - Date of commencement of Case Management
 - Date of completion of Action Plan
 - Indication of Action Plan completion
 - Indication of Primary Results (Employed/Self-employed/Not employed)
 - Date Primary Result achieved
 - Other (specify) _____
2. Prior to collecting and providing to the Province the information referred to in section 1, the COORDINATOR shall inform the Participant:
 - a) that since funding for the Project is provided by the Province, the information is required by, and collected on behalf of, the Province;
 - b) the purposes (mentioned in section 1) for which the information is being collected, the legal authority for collecting the information and that the COORDINATOR will provide the information specifically to the Ministry of Housing and Social Development;
 - c) that the personal information collected on behalf of the Province is protected within the parameters set out in the *Freedom of Information and Protection of Privacy Act*, that the Participant has a right under that Act to obtain access to the information from the Ministry of Housing and Social Development and the title, business address and telephone number of an employee of the Ministry of Housing and Social Development who can answer questions about the collection and privacy of the information; and
 - d) if any of the information is also required by the COORDINATOR for the purpose of providing assistance to the Participant in carrying out the Project, the purposes for which the COORDINATOR itself intends to use that information.
3. To assist the COORDINATOR in carrying out the Project, the Province will provide the COORDINATOR with the following information in respect of each Participant:
 - _____
 - _____
 - _____
4. The COORDINATOR shall treat all Participant information collected on behalf of the Province under section 1 or provided by the Province under section 2 as confidential, comply with the Privacy Protection Schedule attached to the Agreement as Schedule E and take reasonable security measures to protect any information about Participants from unauthorized access, collection, use, storage, disclosure, including those set out in any instructions issued by the Province.
5. Representatives of the Province shall be entitled to inspect the COORDINATOR's premises at all reasonable times to ensure compliance with the information security requirements referred to in section 4.
6. Upon expiry of the Funding Period or upon termination of the Agreement, if earlier, the COORDINATOR shall provide to the Province all information it collected on behalf of the Province under this Schedule and any copy thereof, in accordance with instructions issued by the Province, unless the COORDINATOR is required by law to retain any of that information for a period of time beyond the Funding Period or beyond the date of termination of the Agreement, if earlier.
7. During any extended period of retention referred to in section 6, sections 4 and 5 shall continue to apply to the COORDINATOR, and at the end of the extended period, the COORDINATOR shall provide to the Province, the information and any copy thereof, in accordance with instructions issued by the Province.

INITIALS OF SIGNATORIES TO THE AGREEMENT					
 COORDINATOR	June 17/10 DATE	_____ COORDINATOR	_____ DATE	P - - PROVINCE	17/June/10 DATE

SCHEDULE D

ADDITIONAL CONDITIONS

FILE NUMBER

10087484

1 NAME OF EMPLOYER / COORDINATOR

Sierra Club of BC Foundation

2.0 ADDITIONAL CONDITIONS

REPORTS AND INFORMATION

Payment Claims

The Coordinator will submit with their claims:

- a) a cost breakdown which includes actual and budgeted year to date expenditures;
- b) if applicable, any supporting documentation necessary to verify claimed amounts, and/or
- c) proof of payment, notation of make, model and serial numbers for Capital Asset purchases; and
- d) a report on progress against agreement objectives, milestones and any other issues and trends impacting the project activity.

Progress Reports

The Coordinator will submit regular progress reports that describe the activities, achievements, successes and resolution to problems of the project during the previous month(s).

The frequency and details of these progress reports are to be monthly.

Continuing payment is conditional upon the Province:

- a) Receiving current work plans from the Coordinator;
- b) Approving the amended work plans, if applicable;
- c) Receiving regular progress reports; and
- d) Continued allocation of funds.

Final Project Report

Within 60 days of completion of the project, the Coordinator will submit a final project report that summarizes and provides an analysis of the project's performance against Agreement objectives. The report will include a summary of client feedback provided to the Coordinator on the appropriateness and quality of the services. The report will provide a rationale, if expected results set out in the Agreement were not achieved and recommendations. Final payment will be subject to receiving the final progress report.

PARTICIPANTS

Further to the Articles of Agreement, clause 19.10:

- 1) This project will target three (3) participants.
- 2) Participants must have a Return to Work Action Plan (RTWAP) prior to acceptance into the project which indicates that the activities in this project are in line with their stated career goals. A copy of this RTWAP will be submitted to the Province of British Columbia prior to final participant approval.
- 3) The sponsor will notify the Province of British Columbia of any participant termination within forty-eight (48) hours of the participant's final day on the project.
- 4) A Province of British Columbia representative will be responsible for documenting clients prior to their beginning on the project.
- 5) Participants are to be allowed a minimum of one (1) day in every two (2) weeks for job search activities, to assist in their efforts to become fully employed.
- 6) The sponsor shall ensure that weekly attendance records for all participants are maintained and certified.

CASE MANAGEMENT

For the purposes of client case management, Sierra is required to liaise with the case management agency responsible for the clients RTWAP to coordinate a case management work flow.

3 INITIALS OF SIGNATORIES TO THE AGREEMENT

EMPLOYER/COORDINATOR

DATE

EMPLOYER/COORDINATOR

DATE

PROVINCE

DATE

Original

EMPLOYMENT AND LABOUR MARKET SERVICES

BETWEEN:

The Province of British Columbia
(hereinafter referred to as the "Province")

Sierra Club of BC Foundation

AND:

(hereinafter referred to as the "COORDINATOR")

WHEREAS the COORDINATOR proposes to carry out the project described in Schedule A and has applied to the Province for financial assistance towards the costs of the project;

WHEREAS the COORDINATOR is eligible for financial assistance towards the costs of the project under the Employment and Labour Market Service referred to in Schedule A, Box 1, which has been established by the Province pursuant to Part II of the *Employment Insurance Act*;

AND WHEREAS the Province has agreed to make a contribution towards the costs of the Project;

The Province and the COORDINATOR agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments thereto form the Agreement between the Province and the COORDINATOR:

- a) these Articles of Agreement;
- b) the document attached as Schedule A entitled "Project Description and Contribution Details";
- c) the document attached as Schedule B entitled "Eligible Costs";
- d) the document attached as Schedule C entitled "Sharing of Information";
- e) the document attached as Schedule D entitled "Additional Conditions"; and
- f) the document attached as Schedule E entitled "Privacy Protection Schedule".

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

- a) "El Client" means an unemployed person who, when requesting assistance under *Employment and Labour Market Services*:
 - (i) is an "insured participant" as that term is defined in subsection 58(1) of the *Employment Insurance Act*; or
 - (ii) received "provincial benefits" under a "provincial plan", as those terms are defined in section 76.01 of the *Employment Insurance Regulations*, within the previous 60 months; and
- (A) if not for the provincial benefits paid under the provincial plan, would have been entitled to receive benefits under sections 22 or 23 of the *EA Act*, and would have had a benefit period established for that purpose within the 60-month period;
- (B) subsequently withdrew from active participation in the labour force to care for one or more of their newborn children or one or more children placed with them for the purpose of adoption; and
- (C) is seeking to re-enter the labour market;
- b) "Eligible Costs" means the costs incurred by the Coordinator in carrying out the Project that are described in Schedule B, subject to the limits set out in the approved annual budgets attached to, and forming part of Schedule B;
- c) "Employment and Labour Market Services" means the labour market development programs provided by British Columbia under an agreement with Canada made pursuant to section 63 of the *Employment Insurance Act*;
- d) "FAA" means the *Financial Administration Act*, R.S.B.C. 1996, c.138;
- e) "Fiscal Year" means the period beginning on April 1 of one calendar year and ending on March 31 in the next calendar year;
- f) "Funding Period" means the period commencing on 2010/07/05 and ending 2011/05/31
- g) "Project" means the activities described in Schedule A.
- h) "Provincial Mark" means any of the Province's trade-marks, official marks, business names, trade names, domain names, trading styles, logos, or other distinguishing marks, whether registered or unregistered; and
- i) "Subcontractor" means a person that the Coordinator retains under a subcontract to provide services related to the Project.

3.0 CONTRIBUTION

3.1 Subject to the terms and conditions of this Agreement, the Province agrees to make a contribution to the COORDINATOR in respect of the Eligible Costs of the Project. The amount of the Province's contribution shall not exceed the total maximum contribution specified in Schedule A, Page 2, Box 62.

3.2 The amounts payable by the Province in each fiscal year during the Funding Period shall not exceed the amounts set out below:

in fiscal year	2010/2011	\$	12,877
in fiscal year		\$	
in fiscal year		\$	
in fiscal year		\$	
in fiscal year		\$	
in fiscal year		\$	

and

- 3.3 Notwithstanding any other provision in this agreement, the Province's obligation to pay money to you under this Agreement is subject to:
- there being sufficient funds available in an appropriation, as defined in the FAA, to enable the Province in any Fiscal Year when payment becomes due pursuant to this Agreement, to make that payment; and
 - Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subsection (a) of this section.
- 3.3A In the event there are not sufficient funds available in an appropriation referred to in subsection 3.3 (a), to enable the Province in any Fiscal Year when payment becomes due pursuant to this Agreement, to make that payment, or Treasury Board controls or limits, pursuant to the FAA, expenditure under an appropriation, the Province may reduce the amount of its contribution payable under this Agreement in that Fiscal Year or terminate this Agreement in accordance with section 13.1 of this Agreement.
- 3.4 Where, pursuant to section 3.3A, the Province intends to reduce the amount of its contribution under the Agreement, it shall give the COORDINATOR 1 months notice of its intention to do so.
- 3.5 Where, as a result of a reduction in funding, the COORDINATOR is unable or unwilling to complete the Project, the COORDINATOR may, upon notice to the Province, terminate the Agreement.
- 4.0 TERMS OF PAYMENT**
- (Sections 4.1 to 4.3 apply where progress payments, rather than advances, are to be made. Delete if not applicable.)*
- 4.1 Payment of the Province's contribution will be made upon receipt and verification of monthly or quarterly claims for payment. When submitting a claim, the COORDINATOR shall use a claim form approved by the Province and provide:
- a detailed list of Eligible Costs incurred and paid during the period claimed;
 - substantiating documentation as may be required by the Province, including copies of related invoices and receipts; and
 - a statement signed by an officer of the COORDINATOR or other person satisfactory to the Province, certifying that all Eligible Costs claimed are in accordance with the Agreement.
- 4.2 The Province may withhold payment of any claim pending the completion of an audit of the COORDINATOR's books and records conducted either by the Province or by an independent auditor pursuant to paragraph 6.1(g).
- 4.3 The Province may withhold up to 10% of the contribution until the Project is completed. Final payment of the contribution will be made following:
- receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the COORDINATOR during the Funding Period;
 - receipt of a statement certifying that all Eligible Costs claimed are in accordance with the Agreement; and
 - receipt of an auditor's report or other report that may be required to be submitted to the Province by the COORDINATOR under the terms of this Agreement.
- (Sections 4.4 to 4.12 apply where advances, rather than progress payments, are to be made. Delete if not applicable.)*
- 4.4 Based on forecasts of cash flow requirements satisfactory to the Province in form and detail, the Province will make advances covering the COORDINATOR's estimated financial requirements for each payment period during the Funding Period.
- 4.5 Payments will be made monthly.
- 4.6 The advance for the third payment period and subsequent payment periods is conditional upon the submission by the COORDINATOR of claim for payment, in a form satisfactory to the Province and certified by a senior officer of the COORDINATOR. Each claim shall contain the following information in respect of the advance payment period ending one payment period prior to the payment period for which the advance in question is to be paid:
- a detailed list of Eligible Costs incurred and paid during the payment period; and
 - a statement certifying that all Eligible Costs claimed are in accordance with the Agreement.
- 4.7 Where quarterly advances are being made to the COORDINATOR under section 4.5, the Province may, at any time and in its absolute discretion, by notice, alter the frequency of such advance payments and change them to a monthly basis.
- 4.8 Any interest earned on advances of the Province's contribution shall be accounted for by the COORDINATOR. Such interest shall be deemed to be part payment of the contribution and shall be taken into account in the calculation of the final payment by the Province, or repayment by the COORDINATOR as may be appropriate in the circumstances.
- 4.9 If the amount of the advance payment for a period exceeds the amount of the Eligible Costs incurred and paid during that period, the Province reserves the right to deduct the excess amount and any interest earned on the excess from any other amount payable under this Agreement.
- 4.10 The Province may withhold payment of any advance pending the completion of an audit of the COORDINATOR's books and records conducted either by the Province or by an independent auditor pursuant to paragraph 6.1 (g).

- 4.11 The Province may withhold up to 10% of its total contribution until the Project has been completed. Final payment will be made following:
- receipt and verification of a final claim for payment accompanied by an Itemized statement of all Eligible Costs incurred and paid by the COORDINATOR during the Funding Period;
 - receipt of a statement certifying that all Eligible Costs claimed are in accordance with the Agreement;
 - receipt of any audit report or other report or participant information that may be required to be submitted by the COORDINATOR under the terms of this Agreement.
- 4.12 Verification by the Province of the claim for final payment may include, if deemed advisable by the Province, the conduct of an audit by the Province of the COORDINATOR's books and records to verify the amount of the costs for which the COORDINATOR has claimed payment under this Agreement.
- 6.0 REPRESENTATION & WARRANTY**
- 5.1 The COORDINATOR declares that all information provided to the Province in connection with its application for funding under this Agreement is true and all relevant facts have been disclosed.
- (Section 6.2 applies only to Job Creation Partnerships. Delete if not applicable.)*
- 5.2 The COORDINATOR further declares that no participant has been hired to fill a position left vacant due to an industrial dispute at the COORDINATOR's premises, to fill the position of a worker who had been laid-off and is awaiting recall, or to displace another worker employed by the COORDINATOR;
- 6.0 OBLIGATIONS OF THE COORDINATOR**
- 6.1 The COORDINATOR shall:
- carry out and complete the Project in a diligent and professional manner, using qualified personnel;
 - demonstrate to the satisfaction of the Province that the Project will maintain and implement any and all environmental protection measures that may be prescribed by competent authority for minimizing harm, if any, to the environment;
 - upon request of the Province, produce any certificates, licenses and other authorizations required for the carrying out of the Project in respect of the rules relating to the environment;
 - keep proper books of accounts and records, in accordance with generally accepted business and accounting practices, of the financial management of the Project. The accounts and records shall include payroll records of employees of the COORDINATOR who are carrying out the Project, records of all other Project expenditures and revenues including funding for Project costs received from other sources;
 - during the Funding Period and for a period of seven (7) years thereafter, the COORDINATOR shall make its books of accounts and records referred to in paragraph (d) available at all reasonable times for inspection and audit by representatives of the Province to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the COORDINATOR as Eligible Costs. The COORDINATOR shall permit the Province's representative to take copies and extracts from such books and records;
 - furnish the Province with such additional information as it may require with reference to such books and records;
 - if requested by the Province at any time during the course of this Agreement, the COORDINATOR shall retain the services of a duly qualified accountant approved by the Province to carry out an audit of the books and records relating to the Project. The audit report shall include the following:
 - a certified financial statement providing details of the total actual expenditures made under this Agreement;
 - a statement certifying the total payments of the Province's contribution received by the COORDINATOR, including the amount of interest that has been accrued on any advances of the contribution; and
 - a statement certifying that the contribution payments received and expenditures in respect of which they were paid, were in accordance with the Agreement.
 - provide a copy of the audit report to the Province within 30 days of its completion.
- (Section 6.2 applies to Self Employment and Job Creation Partnerships. Delete if not applicable.)*
- 6.2 Prior to hiring or recruiting each participant for the Project, the COORDINATOR shall verify and confirm with the Province that the participant qualifies as an EI Client.
- 6.3 The COORDINATOR shall disclose to the Province without delay any fact or event that the COORDINATOR is aware of from time to time which may compromise the COORDINATOR'S chances of success in carrying out the Project.
- 6.4 The COORDINATOR shall obtain, prior to the commencement of any Project activity, all permits, licenses, consents and other authorizations that are deemed necessary to permit the carrying out of the Project.
- 6.5 The COORDINATOR shall carry out the Project in compliance with all laws, by-laws and regulations.
- 6.6 The COORDINATOR shall not request the payment of any charge or fee from the participants for their participation in the Project.
- 6.7 The COORDINATOR shall both during and following the term of this Agreement indemnify and save the Province, its employees and agents, harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the COORDINATOR or its directors, employees, contractors, agents or participants in connection with anything purported to be or required to be provided by or done by the COORDINATOR pursuant to this Agreement.

7.0 NEPOTISM

- 7.1 No cost incurred in relation to, or wages paid to a third party (participant, administrative staff, research subject, or any other party) who is a member of the immediate family of the COORDINATOR is eligible for reimbursement under this Agreement unless the Province is satisfied that the participation, recruitment or hiring of that third party was not the result of favoritism by reason of membership in the immediate family of the COORDINATOR.
- 7.2 For the purposes of section 7.1, "immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father-in-law, mother-in-law, or a relative permanently residing with the COORDINATOR, as the case may be.
- 7.3 For the purpose of section 7.2, "Common-law partner" means a person who is cohabiting with the COORDINATOR or its officer or director in a conjugal relationship and has done so for a period of at least one year.

8.0 REPORTS AND INFORMATION

- 8.1 Where the Funding Period is for a multi-year period, the COORDINATOR shall, if requested by the Province, provide:
- a) Interim progress reports describing the activities, achievements, successes and problems of the Project that occurred during each twelve (12) months, or remaining portion thereof, of the Funding Period; and
 - b) a detailed annual work plan and forecast of Project expenditures for the coming period.
- 8.2 The COORDINATOR shall provide the Province with such reports concerning the progress of the Project as the Province may from time to time request, including information collected to date pursuant to Schedule C of this Agreement.
- 8.3 The COORDINATOR shall, upon request, permit representatives of the Province to have access to the site or sites where the Project activities are being carried out to monitor their progress.
- 8.4 The COORDINATOR shall provide the Province with copies of all reports, studies or other publications produced by the COORDINATOR in carrying out the Project. In addition, the COORDINATOR shall provide the Province with advance copies of final drafts of such reports, studies or other publications, and subsequent amendments to said reports, studies or other publications.

9.0 PUBLIC ACKNOWLEDGEMENT

- 9.1 The Coordinator shall:
- a) ensure that in any communication activities, publications, advertising or press releases relating to the *Employment and Labour Market Services*, this Agreement and the services provided pursuant to this Agreement, include an appropriate acknowledgment of the Province and the Government of Canada, in terms satisfactory to the Province;
 - b) consult with and obtain approval from the Province prior to engaging in any communication activities, publications, advertising or press releases, relating to this Agreement or the BC Employment and Labour Market Services;
 - c) cooperate and assist the Province with communication strategies related to this Agreement;
 - d) prominently display in any materials the Coordinator produces and distributes to the public for the purpose of publicizing or promoting the Project, an acknowledgment of the Province, the form, content and location of which is subject to approval by the Province;
 - e) post signage that acknowledges the Province and the Government of Canada, the form, content and location of which is subject to approval by the Province;
 - f) incorporate a Provincial Mark in any acknowledgment described in subparagraph (d) or any signage described in subparagraph (e); and
 - g) not use any Provincial Mark in any capacity or for any purpose other than those set out in subparagraph (f).
- 9.2 Forthwith after the execution of this Agreement, the Province will provide the Coordinator with the Provincial Mark for use as described in paragraph 9 (1).
- 9.3 The Province will consult with the Coordinator before making any public comment about this Agreement, or the Project that references the Coordinator's name.

10.0 DISPOSITION OF ASSETS

- 10.1 The COORDINATOR shall preserve any capital assets acquired with the contribution and use them for the purposes of carrying out the Project unless the Province authorizes their disposition.
- 10.2 Upon completion of the Project or termination of the Agreement, the COORDINATOR agrees to dispose of, in such manner as the Province may direct, all capital assets purchased under this Agreement other than
- a) assets costing less than \$1000.00,
 - b) assets that have been physically incorporated into the premises of the COORDINATOR, and
 - c) assets that have been consumed or expended in carrying out the Project.

- 10.3 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by the Province, any assets referred to in section 10.2 costing \$1000 or more that have been preserved by it shall be
- a) sold at fair market value and the funds realized from such a sale applied to the Eligible Costs of the Project to offset the Province's contribution;
 - b) turned over to another person or organization designated or approved by the Province; or
 - c) disposed of in any other manner as may be determined by the Province.
- 11.0 **DEFAULT**
- 11.1 The following constitute Events of Default:
- a) the COORDINATOR becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
 - b) an order is made or resolution passed for the winding up of the COORDINATOR, or the COORDINATOR is dissolved;
 - c) the COORDINATOR ceases to operate;
 - d) the COORDINATOR is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed pursuant to this Agreement;
 - e) the COORDINATOR has submitted false or misleading information to the Province;
 - f) in the opinion of the Province, the COORDINATOR has failed to proceed diligently with the Project;
 - g) in the opinion of the Province, there is a material adverse change in risk in the COORDINATOR'S ability to carry out the Project.
- 11.2 If,
- a) an Event of Default specified in paragraph 11.1(a), (b) or (c) has occurred, or
 - b) an Event of Default specified in paragraph 11.1 (d), (e), (f) or (g) has occurred and has not been remedied within 15 days of receipt by the COORDINATOR of written notice of default, or a plan satisfactory to the Province to remedy such Event of Default has not been put into place within such time period;
- the Province may, in addition to any remedies otherwise available, immediately terminate this Agreement. Upon termination of the Agreement, the Province shall have no obligation to make further contribution to the COORDINATOR.
- 11.3 In the event the Province gives the COORDINATOR written notice of default pursuant to paragraph 11.2(b), the Province may suspend any further payment under this Agreement until the end of the period given to the COORDINATOR to remedy the Event of Default.
- 11.4 The fact that the Province refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the Province shall not prevent the Province in any way from later exercising any other right or remedy under this Agreement or other applicable law.
- 12.0 **NOTICE**
- 12.1 Any notice to be given, and all reports, information and other documents to be provided under this Agreement shall be sent by regular mail, personal service, facsimile, registered mail or email at the postal address, fax number or e-mail address, as the case may be, of the receiving party. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change.
- 12.2 Notice, information or other documents delivered in person shall be deemed to have been received on delivery. Any notice, information or other document sent by facsimile or e-mail shall be deemed to have been received one working day after it is sent, or if sent by mail, five (5) days after the date of mailing.
- 12.3 Any notice or correspondence shall be addressed to:
- in the case of the Province *(insert name or title of official, address and fax number)*
- Pierre Murray, 306-771 Vernon Avenue, Po Box 9989 Stn Prov Gov'T,
Victoria, British Columbia, V8W9R6

in the case of the COORDINATOR to the address shown on Schedule A of this Agreement.

13.0 RIGHT OF EARLY TERMINATION

13.1 Either party may terminate this Agreement at any time without cause upon not less than 30 day notice of intention to terminate.

13.2 In the event of a termination notice being given by the Province under this section

- a) the COORDINATOR shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
- b) all Eligible Costs incurred by the COORDINATOR up to the date of termination will be paid by the Province, including its costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Province that the costs mentioned herein were actually incurred by the COORDINATOR and the same are reasonable and properly attributable to the termination of the Agreement; and
- c) the amount of any contribution funds which remain unspent shall be promptly repaid to the Province.

13.3 The COORDINATOR shall negotiate all contracts related to the Project, including subcontracts and employment contracts on terms that will enable the COORDINATOR to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The COORDINATOR shall cooperate with the Province and do everything reasonable within its power at all times to minimize and reduce the amount of the Province's obligations in the event of a termination of this Agreement.

14.0 DECLARATION REGARDING OUTSTANDING AMOUNTS OWED TO THE GOVERNMENT

14.1 The Coordinator declares that it has provided the Province with a true and accurate list of all amounts owing to the federal government or the Province which are past due and in default or arrears as of the time of the Coordinator's application to the Province for funding. The Coordinator recognizes that any such amounts owing to the federal government or the Province may be deducted from, or set-off against amounts payable to it under this Agreement.

15.0 LOBBYIST'S REGISTRATION

15.1 The Coordinator declares that any person who has been lobbying on behalf of the Coordinator to obtain the contribution that is the subject of this Agreement and who is required to file a return with the registrar pursuant to sections 3 and 4 of the *Lobbyists' Registration Act*, S.B.C. 2001, c. 42, as amended from time to time, was compliant with those sections at the time the lobbying occurred.

16.0 USE OF SUBCONTRACTORS

16.1 The Coordinator must not subcontract any of the Coordinator's obligations under this Agreement without the prior written consent of the Province, unless the Province has approved as a Subcontractor any person listed in the attached Addendum.

16.2 The Province has approved as a Subcontractor any person listed in the attached Schedule D.

16.3 No subcontract the Coordinator enters, whether the Province consents to it or not, relieves the Coordinator from any obligation under this Agreement.

16.4 The Coordinator must ensure that every Subcontractor fully complies with this Agreement and all attached Schedules, in performing any subcontracted obligation.

16.5 Every contract between the Coordinator and a Subcontractor to provide any services related to the Project must include a term that obligates the Subcontractor to comply fully with this Agreement and all attached Schedules in performing any subcontracted obligation.

16.6 The Province reserves the right to review the terms and conditions of any contract between the Coordinator and any Subcontractor to determine to our satisfaction that the Coordinator complies with subsection 16 (4).

17.0 NON-LIABILITY OF THE Province

17.1 This Agreement is an agreement for a financial contribution to the Project only, not a contract for services or a contract of service or employment. The Province's responsibilities with respect to the Project are limited to providing financial assistance to the COORDINATOR towards the Eligible Costs. The parties hereto agree that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between them.

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the Province respecting additional or future funding for the Project beyond the Funding Period and the Province shall have no responsibility for any costs that exceed the maximum contribution payable under the Agreement.

17.3 The Province shall not be liable for any injury to or loss suffered by the COORDINATOR or any employee, officer, agent or contractor of the COORDINATOR, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the Project or to performance of any of the COORDINATOR'S obligations relating thereto under this Agreement.

17.4 The management, supervision and control of the employees of the COORDINATOR are the sole and absolute responsibility of the COORDINATOR. The COORDINATOR shall be solely responsible for any and all payments and deductions required by law to be made in respect of its employees, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax.

18.0 REPAYMENT REQUIREMENT

18.1 (1) Upon expiry of the Funding Period or upon termination of the Agreement, if earlier, the COORDINATOR shall immediately repay to the Province any amount by which the contribution paid to the COORDINATOR exceeds the amount to which the COORDINATOR is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the COORDINATOR is not entitled include:

- a) the amount of any unspent advances of the contribution in the hands of the COORDINATOR,
- b) any amount paid in error or in excess of the amount of costs actually incurred,
- c) amounts paid in respect of costs which are determined by the Province to be ineligible, and
- d) any amount in excess of the Province's maximum contribution.

Such amounts are debts to the Province.

(2) Interest shall be charged on overdue debts in accordance with the *Interest on Overdue Accounts Receivable Regulation, B.C. Reg. 214/83*, made under British Columbia's *Financial Administration Act*.

19.0 GENERAL

19.1 Access to Information

Subject to the *Freedom of Information and Protection of Privacy Act*, all information pertaining to this Agreement is public information and may be disclosed to third parties upon request under the Act.

19.2 Amendment

This Agreement may be amended by the mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

19.3 Non-Assignment of the Agreement

The COORDINATOR shall not assign this Agreement or any part thereof without the written authorization of the Province. Any assignment made without the Province's authorization is void and of no effect.

19.4 Conflict of Interest

(1) No member of the House of Commons or any Provincial Legislature shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

(2) It is a term of this Agreement that a person to whom section 8 of the *Members Conflict of Interest Act*, R.S.B.C. 1996, c. 287 applies, shall not derive a direct benefit from this Agreement unless he or she is in compliance with that Act.

(3) The Coordinator must not provide and must not knowingly allow any employee or subcontractor the Coordinator hires or retains with respect to the Project to provide any service to any person in circumstances that, in the opinion of the Province, could give rise to a conflict of interest between the duties of the Coordinator to that person and the duties of the Coordinator to the Province under this Agreement.

19.5 Insurance

(1) Subject to paragraph 19.5(2), the COORDINATOR shall ensure that it has adequate liability insurance covering everyone carrying out activities related to the Project including the COORDINATOR'S employees, participants, directors and officers and volunteers.

(2) The Province agrees to procure, at its expense, a policy of comprehensive general liability insurance for the Project participants, administrative staff and the COORDINATOR. The Province makes no warranty or representation as to the adequacy of the coverage of the policy with respect to the Project, however, it is understood and agreed that the COORDINATOR shall be solely responsible for determining its adequacy with respect to the Project and for obtaining such additional insurance as may be required in relation to the Project. The reasonable cost of such additional insurance is eligible for reimbursement by the Province as an eligible cost under this Agreement.

19.6 Official Languages

Any notice, advertisement or other information relating to the activities of the COORDINATOR being funded under this Agreement that is for the information primarily of members of the public who are resident in the community in which the activities are to be carried out, and any service related to the Project that is to be provided or made available by the COORDINATOR to members of the public who are resident in the community in which the activities are to be carried out, shall be made available in either of Canada's official languages where, in the opinion of the Province there is a significant demand for that notice, advertisement, other information or service in that official language.

19.7 Unincorporated Association

If the COORDINATOR is an unincorporated organization, it is understood and agreed by the persons signing this Agreement on behalf of the COORDINATOR that in addition to signing this Agreement in their representative capacities on behalf of the COORDINATOR, they shall be personally, jointly and severally liable for the obligations, covenants, promises, liabilities and expenses assumed by the COORDINATOR under this Agreement, including any debt that may become owing to the Province under this Agreement.

19.8 Entire Agreement

This Agreement, including Schedules A, B, C, D and E attached hereto, constitutes the entire agreement between the COORDINATOR and the Province with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.

19.9 Effective Date and Duration of Agreement

The Agreement shall be in force and effect when signed by both parties. Notwithstanding the termination of this Agreement, the obligations of the COORDINATOR in sections 6.1(e), 6.7, 10.3 and 18 of this Agreement shall survive any such termination and shall remain in force until they are satisfied or by their nature expire.

19.10 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Signed this _____ day of _____

For the Province

_____	_____
(Name)	(Position)
_____	_____
(Signature)	(Date)

For the COORDINATOR

_____	_____
(Name)	(Position)
_____	_____
(Signature)	(Date)
_____	_____
(Name)	(Position)
_____	_____
(Signature)	(Date)

SCHEDULE A

PROJECT DESCRIPTION AND CONTRIBUTION DETAILS

1 BC-Job Creation Partnerships										OFFICIAL USE		
										100 FILE NUMBER	101 OPTION	
										10087484	892	
										102 RESP. RC	103 BUDGET RC	
										5374	5374	
										104	105 AMEND. NO.	106 REASON CODE
										Original	0	
2 NAME OF EMPLOYER / COORDINATOR					3 LEGAL NAME OF EMPLOYER / COORDINATOR (if different from above)							
Sierra Club of BC Foundation					Sierra Club of BC Foundation							
COMMUNITY COORDINATOR					No							
4 MAILING ADDRESS					8 AREA CODE TELEPHONE NO.							
#304 733 Johnson Street					(250) 386-5255							
5 CITY/TOWN			6 PROVINCE		7 POSTAL CODE		9 AREA CODE FAX NO.					
Victoria			BC		V8W3C7		(250) 386-4453					
10 NAME OF CONTACT PERSON					11 TELEPHONE NO. (if different from above)		12 No. OF EMPLOYEES / WORKERS AFFECTED					
Jenn Hoffman					(250) 386-5255							
13 OBJECTIVE / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS (THIS SECTION IS MEANT AS AN EXECUTIVE SUMMARY)												
<p>Objectives:</p> <p>To begin July 5th, 2010 and end by March 31, 2011.</p> <p>To provide a maximum 40 EI weeks of work experience.</p> <p>The objective is to provide the opportunity for three unemployed EI eligible individuals to gain valuable career experience and skill enhancement through meaningful work with the Sierra Club of BC, so that they may gain a competitive advantage for re-entering the employment market.</p> <p>Sub-Objective:</p> <p>A sub-objective is to translate Environmental Education Programs to better meet the needs of teachers,</p>												
Continued on Page 4												
14 LOCATION OF ACTIVITY												
#304 733 Johnson Street, Victoria, BC, V8W3C7												
15 TOTAL NUMBER OF PARTICIPANTS		DESIGNATED GROUP MEMBERS TARGETING PLAN										
3		16 NUMBER OF POSITIONS TO BE FILLED BY	17 WOMEN	18 ABORIGINALS	19 PERSONS WITH DISABILITIES	20 MEMBERS OF VISIBLE MINORITIES	21 SPARE					
22 DURATION OF ACTIVITY		23 FROM	Y M D	24 TO	Y M D	25 AND FROM	Y M D	26 TO	Y M D			
		2010/07/05		2011/05/31								
OFFICIAL USE												
140 FINANCIAL CODE			CURRENT YEAR AMOUNT		CR	CMS TYPE	ELECT. DIST.	FUTURE YEAR 1 COMMITMENT AMOUNT	CR	FUTURE YEAR 2 COMMITMENT AMOUNT	CR	
ALLOT	PROJECT	LINE OBJECT										
896	10504	5200	12,877.00				59035					
141 AGREEMENT VERIFICATION			SIGNATURE							Y M D		
OFFICIAL USE												
150 ORIG. TYPE	151 CORRESP. LANG.	152 PROV. RIDING	153 OFFICER	154 ELECT. DIST.	155 NOC	156 S.I.C.	157 ACTIVITY	158 YR. OF OPERATION	159 SPECIAL INT. OR.			
11	1	X101	102	59035	4142	4854	294					
160 NATIONAL SPARES CODES			161 REGIONAL SPARES CODES				162 ELMSO SPARES CODES					
A B C D	A B C D E F				A B C							



PROVINCE'S CONTRIBUTION

65 COST DISTRIBUTION											
UNION/ASSO/AGENTS				PROVINCE		CANADA		OTHER		TOTAL	
66 0.00				67 0.00		68 12,877.00		69 0.00		70 12,877.00	
71 0		72 %		73 0		74 %		75 100		76 %	
77 0		78 %		79 0		80 %		81 0		82 %	
83 0		84 %		85 0		86 %		87 0		88 %	
89 0		90 %		91 0		92 %		93 0		94 %	
95 0		96 %		97 0		98 %		99 0		100 %	

FOR FORMER IAS ONLY			
TYPE OF EMPLOYMENT ADJUSTMENT AGREEMENT		78 BUSINESS LINES	79 TYPE OF AGREEMENT

FOR USE WHEN NO APPLICATION HAS BEEN COMPLETED			
80 RECOMMENDED BY	81 DATE	82 APPROVED BY	83 DATE

FOR AMENDMENTS ONLY	
REASON FOR AMENDMENT	<input type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE
	AMOUNT \$

84 INITIALS OF SIGNATORIES TO THE AGREEMENT					
EMPLOYER/COORDINATOR	DATE	EMPLOYER/COORDINATOR	DATE	PROVINCE OF BRITISH COLUMBIA	DATE

NAME OF EMPLOYER / COORDINATOR Sierra Club of BC Foundation
<p>OBJECTIVES / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS</p> <p>who have stated they are lacking French environmental education resources, and the needs of French speaking students, who would benefit in learning about BC's environment in their language of choice.</p> <p>This project will enable three JCP participants the opportunities to gain experience in curriculum development, language translation, program delivery and evaluation, and general program administrative skills.</p> <p>Activities:</p> <p>Through the French Programming Education and Outreach Initiative, JCP participants will play an instrumental role in a new, one time project of translating, piloting, evaluating and refining educational programs which remain currently only available in English.</p> <p>JCP participants:</p> <ul style="list-style-type: none"> - Two participants will first translate existing elementary and middle school Environmental Education Programs into French, and then pilot, evaluate and refine these programs for the French language school system in BC; - One participant will translate, pilot, evaluate and refine this program - the Sustainable High Schools project for the French language school system. <p>The French Programming Education and Outreach Initiative is designed to engage participants in translating resources and in class presentations, and piloting the delivery of the newly translated programs.</p> <p>The goal of this project is to translate and pilot delivery of French Environmental Education programs. The project will achieve objectives through participants' completion of the following key activities:</p> <ul style="list-style-type: none"> - Understanding current Sierra Club BC Environmental Education Programs - Translating in class presentations, including scripts, audio visual presentations, handouts, props, and evaluation forms. <p>Sierra Club of BC Proposal Submitted To ELMSD Job Creation Program - 2010</p> <ul style="list-style-type: none"> - Translating pre and post program resources for teachers. - Translating downloadable resources on our website. - Coordinating with teachers, administrators, and schools to register them for the translated pilot programs. - Pilot translated programs in classrooms throughout BC. - Collect, compile, and enter data from evaluation forms. - Conduct a full evaluation of the pilot program at the end of the year.

NAME OF EMPLOYER / COORDINATOR

Sierra Club of BC Foundation

OBJECTIVES / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS

Key Outcomes & Deliverables:

- Complete translated package of secondary level Sustainable High Schools Education Program.
- Feedback from 10 piloted classrooms.
- Evaluation of the translation from French administrators and teachers.

Timelines:

Through the proposed project Secondary Level Sustainable High School French Pilot participants will complete the following activities:

Proposed Start date: July 5th, 2010 Proposed End date: March 31, 2011

Phase One:

July - September 2010

Sierra Club will recruit and hire three participants by July 15, 2010.

By the end of Phase One, participants will have:

- Completed a participant orientation program.
- Participated in a series of skills enhancement workshops including program development, public speaking, group facilitation, conflict management, work plan prioritizing, curriculum correlating, workshop delivery, classroom management, computer applications, etc. Translated the classroom programs and accompanying multimedia props, liaising closely with bilingual Sierra Youth Coalition.

Phase Two:

October - March 2010

- By the end of Phase Two, participants will have:
- Coordinated and delivered programs in TBD amount of French speaking classrooms throughout BC using a translated Sustainable High Schools Kit.
- Participated in on going activities for securing long term employment within their chosen career field.

Phase Three:

Timelines TBD (Will need to be adjusted as project shortened by 3 months))

By the end of Phase Three, participants will have:

- Planned and implemented 60 degree evaluation of the project, including:
- Skills enhancement in qualitative and quantitative, formative and evaluation methodology (focus groups, survey, participant interviews, etc.).
- Summary of youth driven action projects,
- Analysis of activities and action projects.
- Sourced employment opportunities within their chosen field, in order to assist them in achieving their employment goals.

<p>NAME OF EMPLOYER / COORDINATOR</p> <p>Sierra Club of BC Foundation</p>
<p>OBJECTIVES / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS</p> <p>Phase Four: March 2011 By the end of Phase four participants will have:</p> <ul style="list-style-type: none"> - Completed all required program wrap up activities (file transfer, review and storage; participant follow up; legacy documents prepared and distributed; etc.). - Participated in sourcing and applying for employment opportunities within their chosen field, in order to assist them in achieving their employment goals. <p>Expected Results:</p> <p>To translate existing elementary and middle school level Environmental Education programs into French, and then pilot, evaluate and refine these programs for the French language school system.</p> <p>Key Outcomes and Deliverables by March 31, 2010:</p> <ul style="list-style-type: none"> -Complete translated package of secondary level Sustainable High Schools Education Program. -Feedback from 10 piloted classrooms. -Evaluation of the translation from French administrators and teachers. <p>Outcomes for JCP Participants:</p> <p>The three JCP participants will enhance work experience and gain new employment related skills. Participants can apply their new skills towards a variety of jobs, such as in Education, translation, and counselling programs.</p> <p>Participants will be able to network with a wide range of contacts spanning from the general public to professional educators to employers within the ENGO and French teaching community, enabling participants to make many potential employment connections. Throughout their placement opportunities to network will be made available - these include attending community conferences, workshops, public talks, stakeholder meetings and other events.</p> <p>Coordinator will submit a final report outlining project outcomes.</p>

**SCHEDULE B
ELIGIBLE COSTS**

Name of Coordinator Sierra Club of BC Foundation: The French Programming Education and Outreach Initiative	File # Project #: 010087484
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1. Subject to the terms and conditions in this Schedule, the costs set out in the Project Budget below are Eligible Costs for the purposes of this Agreement, subject to change only with the Province's written approval. For greater certainty, any costs not specifically listed shall be ineligible unless authorized in writing by the Province.

2. Costs are eligible costs only if they are, in the opinion of the Province,
 - a) directly related to the Project, and
 - b) reasonable.

3. (1) Subject to subsection (2), only those costs with respect to which the COORDINATOR has incurred an obligation during the Funding Period and received goods and services by the end of the Funding Period are Eligible Costs. No costs incurred prior to or following the Funding Period are Eligible Costs.

- (2) If under the terms of this Agreement, the COORDINATOR is required to provide to the Province an audit report following the expiry of Funding Period and if the cost of the audit is otherwise an Eligible Cost, the cost of the audit is an Eligible Cost notwithstanding that it is incurred outside the Funding Period.

4. The portion of the cost of any goods and services purchased by the COORDINATOR for which the COORDINATOR may claim a GST input tax credit or rebate is excluded from Eligible Costs and not eligible for reimbursement under this Agreement. The COORDINATOR shall, as far as reasonable and practical, take advantage of any GST rebates or input tax credits that may be available to the COORDINATOR.

5. Travel, meals and accommodation costs will be reimbursed at rates not exceeding the rates for Group II employees of the Province set out in Appendix 1 to the Public Service Agency Policy Statement 17 – Travel and in any applicable Treasury Board (British Columbia) Orders and Directives.

6. Where the cost of purchasing, leasing or renting a capital asset exceeds \$1000, the COORDINATOR must obtain the written authorization of the Province prior to acquiring the asset unless the capital asset item has been specifically identified in the Project Budget below.

7. The portion of any cost in respect of which the COORDINATOR has, or is entitled to receive a contribution from another level of government or other source is not eligible for reimbursement.

Budget Flexibility

8. (1) The COORDINATOR may make adjustments to vary the subtotal amount allocated for the following cost categories:
 - (a) The COORDINATOR may make adjustments to vary, by up to 10%, the sub-total amount allocated for the following cost categories:
 - 2: Professional fees
 - 3: Travel
 - 4: Capital Assets
 - 5: Audit Costs
 - 6: Other Activity Related Direct Project Costs

 - (b) The COORDINATORS may make adjustments to increase only, by an amount not exceeding 10%, the sub-total amount allocated for the following cost categories:
 - 7: Participant Wages
 - 8: Participant Tuition Costs
 - 9: Other Participant Related Project Costs

- (2) The COORDINATOR shall notify the Province in writing of any adjustments to the Project Budget under this section.
- (3) The COORDINATOR may not make adjustments under subsection (1) if such adjustments result in any increase in the amount of total contribution from the Province.
- (4) The COORDINATOR may not make any adjustments to the amounts allocated for the contribution from the PROVINCE shown opposite each specific line item cost shown in the Project Budget under the "Salaries and Wages Costs" category, without prior approval from the Province.
- (5) Any adjustments to the Project Budget with respect to the cost categories described therein, other than those authorized under subsection (1), must be approved by the Province prior to the adjustment being made.
- (6) In the event that the COORDINATOR makes an adjustment under subsection (1) with respect to "Capital Assets Costs" category as a result of the purchase of a Capital Asset the COORDINATOR must notify the Province of this purchase.

Organizational Infrastructure Costs

[This provision applies where the COORDINATOR has chosen a flat percentage rate to cover the organizational infrastructure costs incurred in carrying out the Project. Delete if not applicable]

9. (1) ~~Funding for organizational infrastructure costs covered by a flat percentage rate is subject to those types of costs actually being incurred by the COORDINATOR in carrying out the project. The COORDINATOR shall repay the Province the amount of funding paid in excess of the amount of cost actually incurred by the COORDINATOR toward organizational infrastructure costs. Such amount is a debt owing to the Province and shall be repaid promptly to the Province upon receipt of notice to do so.~~
- (2) ~~The Province agrees to reimburse the COORDINATOR a flat percentage rate for organization infrastructure costs. Such rate will be calculated as follows:~~

$$(\text{Total 1A Costs} + \text{Total 1B } \boxed{} \text{ Costs}) \times = \text{Total 1C Costs}$$
- (3) ~~Upon the COORDINATOR's declaration that it incurs organizational infrastructure costs, the Province agrees to reimburse an additional flat percentage rate to be calculated as follows:~~

$$(\text{Total 1A Costs} + \text{Total 1B Costs} + \text{Total 1C } \boxed{} \text{ Costs}) \times = \text{Total 2 Costs}$$
- (4) ~~The parties agree that should the Province increase the flat rate percentage during the Funding Period, the rate will be adjusted accordingly.~~

Declaration Regarding Other Sources of Financial Assistance for the Project*

*[*Sections 10.1 to 10.4 are applicable only to agreements where the contribution is in excess of \$100,000. Delete if not applicable].*

[Option 1- where funding from the Province is the only source of financial assistance for the Project.]

- 10.1 The COORDINATOR declares that the contribution provided under this Agreement is the only financial assistance for the Project it has received or expects to receive from any level of government (federal, provincial or municipal) or from any other source.

~~[Option 2 - where there are other sources of financial assistance for the Project.]~~

~~10.2 The COORDINATOR declares that it has received or is entitled to receive the following financial assistance for the Project from other sources:~~

- ~~1. \$ _____ from _____~~
- ~~2. \$ _____ from _____~~
- ~~3. \$ _____ from _____~~
- ~~4. \$ _____ from _____~~
- ~~5. \$ _____ from _____~~
- ~~6. \$ _____ from _____~~

~~10.3 The COORDINATOR agrees to inform the Province promptly in writing of any additional financial assistance to be received for the Project other than that referred to in section 10.2.~~

~~10.4 If following the signing of this Agreement, the COORDINATOR receives any financial assistance for the Project from another source, other than those referred to in section 10.2, the Province may, at its discretion, reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received or if the Province's contribution has already been paid, it may require repayment of such amount. Upon receipt of notice to repay under this section, the COORDINATOR agrees to repay the amount as a debt due to the Province.~~

Project Budget

Set out below is the List of Eligible Costs

Cost Categories	YEAR 1
TOTAL PROJECT COSTS	
1. A. Activity Related Direct Project Costs	\$ 12,877
1. Staff Wages	\$ 12,877
Bookkeeper – Maureen Yao, s.22 of her wage will be covered s.22 pay periods, which totals \$1060.00	Total \$12,877
Finance Director – Kim Kotanko will be responsible for any financial reporting of the program as well as budget maintenance and final review of expense tracking. s.22 of her wage will be covered at s.22 pay periods, which totals \$1321.00	
Communications Director – Sarah Cox and the communications department will be involved with the design and layout of all translated materials. s.22 of her wage will be covered at s.22 pay periods, which totals \$1321.00	
The Sierra Club of BC will carry the larger burden of cost for the support staff but asked for these minimum amounts to help provide a full and effective career enhancement experience for the JCP individuals. These amounts include wages, MERCS and WCB and total \$13,010.00. Sierra Club BC staff are paid bi-weekly.	
Education Program Manager – Nadine Lefort will be the direct supervisor for the JCP staff.	

<p>Nadine's primary responsibility is the management of the Education Program. s.22 of her wage was requested to be covered. This is s.22 pay periods, which totals s.22 however, approximately s.22 will be covered or \$ 6,745.00</p> <p>Campaigns Director – Susan Howatt will provide overall project management and guidance for the JCP participants. s.22 of her wage will be covered at s.22 pay periods, which totals \$1393.00</p> <p>Human Resources – Sheila Giesbrecht is responsible for all areas of staffing including original office orientation. s.22 of her wage will be covered at s.22 pay periods, which totals \$1037.00</p>	
<p>b) Other employment-related benefit costs (Workers Compensation Benefit (WCB), medical, dental, pension, etc.) where warranted by current organizational Human Resources (HR) policies</p> <p>Total Extended Benefits for the staff mentioned above \$313.00</p>	
<p>c) Other HR costs such as extended illness & maternity leave, vacation leave pay out, severance pay, etc. where warranted by current organizational HR policies and provincial labour standards. (This is not a contingency option. Costs must be foreseeable to be negotiated in the original agreement and will otherwise require a negotiation and amendment when incurred.)</p>	
<p>2. Professional Fees</p>	0
<p>d) Professional fees - contracting (e.g. bookkeeping, janitorial services, Information Technology (IT), equipment maintenance services, security; audit costs and legal fees are noted separately below);</p> <p>e) Legal fees (i.e. reasonable allowance for costs related to review of lease for new project site premises)</p>	
<p>3. Travel - staff & volunteer</p>	0
<p>f) Staff and volunteer travel (transportation costs, taxi, kilometric charges, etc. as per staff travel claims; includes international travel where warranted; transportation is noted in category 1C)</p>	
<p>4. Capital Assets</p>	0
<p>g) Capital assets (any asset requiring agreement of disposition, as per program specific Terms and Conditions value; may be any of the assets included in this listing)</p>	
<p>5. Audit Costs (departmentally mandated)</p>	0
<p>h) Audit costs related to departmentally mandated audits currently suspended for contracts over \$350,000)</p>	
<p>6. Other Specified direct project costs</p>	0
<p>i) Furniture</p> <p>j) Staff disability supports (duty to accommodate)</p> <p>k) Staff training for disability-related issues (e.g. sign language training)</p> <p>l) Conference attendance fees</p> <p>m) Conference costs (meeting room rental, guest speakers, etc.)</p> <p>n) Rent, lease (including applicant owned premises) and repairs and leasehold improvements (insurance is noted below, in category 1C)</p> <p>o) Signage</p> <p>p) Utilities</p> <p>q) Equipment lease, rental or purchase (including computers, fax machines, etc.; copy charge for photocopies is included in equipment repair/maintenance cost items, in category 1C)</p> <p>r) Computer software</p> <p>s) Costs associated with use of applicant-owned assets other than premises (e.g. computers and other equipment, furniture, etc.)</p>	

- t) Memberships (professional and organizational), affiliation fees and business licenses and permits;
- u) Advertising (newspaper ads, flyer production, etc.)
- v) Reference materials (books, periodicals, subscriptions, etc., which cannot be easily traced/tracked back to usage by project participants)
- w) Significant project costs associated with the following types of expenditures (i.e. onetime, non-recurring, non standard/non-basic amounts over and above the regular, day-to-day operational costs):
 - i. Telephone (installation and extraordinary costs related to telephones and/or fax lines required over and above regular operating requirements)
 - ii. Postage (significant costs associated with project activities which increase expected costs of postage beyond normal operating requirements)
 - iii. Internet (web page design, etc.) and other IT requirements (significant costs associated with project activities which increase expected internet related costs beyond normal operating requirements)
 - iv. Printing (significant costs associated with project activities, which increase expected printing costs beyond normal operating requirements); and
 - v. Staff professional development (courses required by staff, which are not part of the routine development courses required by the organization's policies)
- x) Costs related to transition/wind-down (severance pay, other HR related costs, penalties for breaking leases, etc.).

1B. Participant Related Direct Project Costs	0
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7. Participant Wages	0
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- a) Participant wages & Mandatory Employment Related Costs
- b) Stipends, bonuses
- c) Other employment-related benefit costs (WCB, medical, dental, pension) *where warranted by current organizational HR policies and/or provincial labour standards*

8. Participant Tuition Costs	0
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- d) Tuition costs - public
- e) Tuition costs - private

9. Other Participant Related Project Costs	0
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- f) Living expenses
- g) Disability-related supports (attendant care, note takers, sign language interpreters)
- h) Disability-related incremental costs (i.e. additional per diems re gratuities for assistance provided, etc.)
- i) Professional fees related to participants – sub-contracting (i.e. vocational assessments, needs assessments, guest speakers, etc.);
- j) Dependant care
- k) Adaptive-technology set-up
- l) Testing materials, supplies & books
- m) Travel, transportation
- n) Participation and completion recognition activities

1C. Other Direct Project Costs	0
---------------------------------------	----------

10. Other Direct Project Costs Examples of costs to which a contribution can be considered include, but are not limited to:

- a) Insurance (fire, theft, liability);
- b) Standard, regular, day-to-day, operational, recurring costs related to:
 - (i) Basic telephone charges (including fax lines);
 - (ii) Postage and courier;
 - (iii) Monthly internet fees;
 - (iv) Operational printing contracted externally (business cards, letterhead, ad hoc unanticipated print jobs, minor updates and/or printing of organizational or program brochures, etc.);
 - (v) Equipment repair and maintenance (includes photocopy meter charges); and
 - (vi) Staff professional development - amount to cover basic training needs as per organization's existing policies; employment related requirements which can include, but is not limited to, health & safety, first aid, cardiopulmonary resuscitation, self-defence, crisis intervention, anti-racism, anti-oppression, sensitivity, conflict resolution, etc.
- c) Materials and supplies (e.g. pens, pencils, paper, envelopes, cleaning supplies, subscriptions);

- d) Bank charges;
- e) IT maintenance;
- f) Other non participant-based costs (e.g. water where public water not safe for drinking, staff and volunteer transportation recognition);
- g) Staff and volunteer transportation (bus fare, taxi and parking required for delivery of project activities but not part of travel claims; does NOT include monthly parking fees; travel is noted in category 1A).

2. ORGANIZATIONAL INFRASTRUCTURE COSTS

0

11. Organizational Infrastructure Costs Examples of costs to which a contribution can be considered include, but are not limited to:

- a) Staff wages & Mandatory Employment Related Costs
- b) Other employment-related benefit costs (WCB, medical, dental, pension) *where warranted by current organizational HR policies*
- c) Other HR costs such as extended illness & maternity leave, vacation leave pay out, severance pay, etc. *where warranted by current organizational HR policies and provincial labour standards. (This is not a contingency option. Costs must be foreseeable to be negotiated in the original agreement and will otherwise require a negotiation and amendment when incurred)*
- d) Rent, lease (including applicant owned premises) and minor repairs and leasehold improvements
- e) Utilities
- f) Furniture
- g) Signage
- h) Equipment purchase, lease or rental (including computers)
- i) Costs associated with use of applicant-owned assets other than premises (e.g. computers and other equipment, furniture, etc.)
- j) Equipment maintenance and repairs
- k) Software
- l) Professional fees - contracting (e.g. bookkeeping, janitorial services, IT, equipment maintenance services, security)
- m) Audit costs
- n) Staff disability supports (duty to accommodate)
- o) Telephone costs
- p) Postage and courier
- q) Internet costs (web page design, etc.) and other IT requirements
- r) Printing costs
- s) Advertising costs
- t) General insurance (e.g. directors' liability insurance)
- u) Travel and transportation (including board members)
- v) Training and development costs (volunteer and staff)
- w) Office supplies
- x) Bank charges
- y) Memberships and affiliation fees (professional, inter- and intra-organizational, etc.)

TOTAL PROJECT COSTS

\$ 12,877

Ineligible costs

Cost associated with fundraising activities

Canada Revenue Agency or payroll penalties

Parking Tickets

Legal fees and court awards for inappropriate dismissal or other inappropriate/illegal activity

Membership fees for private clubs, etc. (golf clubs, gyms, etc) unless part of existing (non-monetary) employment benefits package

Staff salary bonuses if not originally negotiated into agreement

Purchase of Alcoholic beverages

Purchase of Illegal substances

Mentor wages (under Youth Projects)

Unreasonable gifts or unreasonable payment for recognition

Other costs ineligible as per program terms and conditions

SCHEDULE C
INFORMATION REQUIREMENTS

NAME OF COORDINATOR: Sierra Club of BC Foundation
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1. To enable the Province to:
 - a) measure the results of the Project and evaluate the Project's success in assisting Participants to prepare for, obtain and maintain employment, and in making a successful transition into the labour market;
 - b) determine a participant's need for any further assistance in order for the participant to obtain or keep employment;
 - c) evaluate more generally the success of the Employment and Labour Market Service in achieving its objectives; and
 - d) meets its obligations pursuant to the agreement between the Province and Canada under section 63 of the *Employment Insurance Act* for the operation of the *Employment and Labour Market Services* and its success in achieving its objective.

The COORDINATOR shall, subject to section 2, collect on behalf of the Province, and provide to the Province the following information in respect of each Participant:

 - Responsible Employment and Labour Market Services Office
 - Contract file number
 - Social insurance number
 - Date of commencement of Case Management
 - Date of completion of Action Plan
 - Indication of Action Plan completion
 - Indication of Primary Results (Employed/Self-employed/Not employed)
 - Date Primary Result achieved
 - Other (specify) _____

2. Prior to collecting and providing to the Province the information referred to in section 1, the COORDINATOR shall inform the Participant:
 - a) that since funding for the Project is provided by the Province, the information is required by, and collected on behalf of, the Province;
 - b) the purposes (mentioned in section 1) for which the information is being collected, the legal authority for collecting the information and that the COORDINATOR will provide the information specifically to the Ministry of Housing and Social Development;
 - c) that the personal information collected on behalf of the Province is protected within the parameters set out in the *Freedom of Information and Protection of Privacy Act*, that the Participant has a right under that Act to obtain access to the information from the Ministry of Housing and Social Development and the title, business address and telephone number of an employee of the Ministry of Housing and Social Development who can answer questions about the collection and privacy of the information; and
 - d) if any of the information is also required by the COORDINATOR for the purpose of providing assistance to the Participant in carrying out the Project, the purposes for which the COORDINATOR itself intends to use that information.

3. To assist the COORDINATOR in carrying out the Project, the Province will provide the COORDINATOR with the following information in respect of each Participant:
 - _____
 - _____
 - _____

4. The COORDINATOR shall treat all Participant information collected on behalf of the Province under section 1 or provided by the Province under section 2 as confidential, comply with the Privacy Protection Schedule attached to the Agreement as Schedule E and take reasonable security measures to protect any information about Participants from unauthorized access, collection, use, storage, disclosure, including those set out in any instructions issued by the Province.

5. Representatives of the Province shall be entitled to inspect the COORDINATOR's premises at all reasonable times to ensure compliance with the information security requirements referred to in section 4.

6. Upon expiry of the Funding Period or upon termination of the Agreement, if earlier, the COORDINATOR shall provide to the Province all information it collected on behalf of the Province under this Schedule and any copy thereof, in accordance with instructions issued by the Province, unless the COORDINATOR is required by law to retain any of that information for a period of time beyond the Funding Period or beyond the date of termination of the Agreement, if earlier.

7. During any extended period of retention referred to in section 6, sections 4 and 5 shall continue to apply to the COORDINATOR, and at the end of the extended period, the COORDINATOR shall provide to the Province, the information and any copy thereof, in accordance with instructions issued by the Province.

INITIALS OF SIGNATORIES TO THE AGREEMENT					
COORDINATOR	DATE	COORDINATOR	DATE	PROVINCE	DATE

SCHEDULE D
ADDITIONAL CONDITIONS

FILE NUMBER
10087484

1	NAME OF EMPLOYER / COORDINATOR
Sierra Club of BC Foundation	

2.0 ADDITIONAL CONDITIONS

REPORTS AND INFORMATION

Payment Claims

The Coordinator will submit with their claims:

- a) a cost breakdown which includes actual and budgeted year to date expenditures;
 - b) if applicable, any supporting documentation necessary to verify claimed amounts, and/or
 - c) proof of payment, notation of make, model and serial numbers for Capital Asset purchases;
- and
- d) a report on progress against agreement objectives, milestones and any other issues and trends impacting the project activity.

Progress Reports

The Coordinator will submit regular progress reports that describe the activities, achievements, successes and resolution to problems of the project during the previous month(s).

The frequency and details of these progress reports are to be determined by the Province.

Continuing payment is conditional upon the Province:

- a) Receiving current work plans from the Coordinator;
- b) Approving the amended work plans, if applicable;
- c) Receiving regular progress reports; and
- d) Continued allocation of funds.

Final Project Report

Within 60 days of completion of the project, the Coordinator will submit a final project report that summarizes and provides an analysis of the project's performance against Agreement objectives. The report will include a summary of client feedback provided to the Coordinator on the appropriateness and quality of the services. The report will provide a rationale, if expected results set out in the Agreement were not achieved and recommendations. Final payment will be subject to receiving the final progress report.

3 INITIALS OF SIGNATORIES TO THE AGREEMENT					
EMPLOYER/COORDINATOR	DATE	EMPLOYER/COORDINATOR	DATE	PROVINCE	DATE



Project No.
10087484

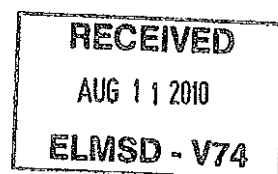
Part 3: Official Use Only

Advance or Progress Payment	Amount	CR/DR	
1. (+Claim)	1374		
2. (- Outstanding previous advance)			
3. (+ Advance requested for the next period)			
4. (Cheque / Payment Total)			
5. (Agreement Balance = agreement amount - total claimed to date (including this claim))			

Vendor	Payment type: (check one) <input checked="" type="checkbox"/> Regular cheque issue <input type="checkbox"/> Schedule cheque issue <input type="checkbox"/> SPS <input type="checkbox"/> JV
Doc 631235	RC 5374

Cheque Stub Information	Due Date Y M D [] [] []
	FINAL PAYMENT

Signature of Qualified Receiver VF-	Certified pursuant to Section 33 of the FAA Expense Authority Signature RK	Data Captured Initials RK
	Date Y M D 10 7 1	
	Name (Print) Ron Kerr	
	Position Title A/SUPERVISOR	



Payment Claim or Advance and Activity Report

Project No.
10087484

Part 1: Claim Information: All non-shaded areas to be completed by the Organization

Official Use Only

Name of Organization Sierra Club BC Foundation		Receipt date (Y/M/D)	
Business # (if applicable): 11914 9797 RR0001		Period covered by this claim from: July 5, 2010 to: July 31, 2010	
Has your address changed since your submission to Service Canada or the Province for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is this a final claim for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Costing method agreed upon: <input type="checkbox"/> governmental flat percentage rate <input checked="" type="checkbox"/> reimbursement of actual costs <input type="checkbox"/> organization specific flat percentage rate	
The following is to be completed only if changed from last submission:			
Current Mailing Address		City/Town	
Province	Postal Code	Area Code/Telephone No. ()	Area Code/Fax No. ()
E-Mail Address		GST/HST Amount	GST/HST% claimed from the Province

CLAIM	Claimed from the Province for this period (to nearest dollar)	OFFICIAL USE ONLY	
		Amounts Eligible this Claim	Amounts Allowed To Date Under the Agreement
PROJECT COSTS			
Activity related direct project costs:			
Staff wages	1374	1374	
Professional fees			
Travel			
Capital assets			
Audit costs (agreement mandated)			
Other activity related direct project costs			
Total activity-related direct project costs	1374		
Participant-related direct project costs:			
Participant wages			
Participant tuition costs			
Other participant related project costs			
Total participant-related direct project costs			
Other direct project costs			
TOTAL PROJECT COSTS	1374		
ORGANIZATIONAL INFRASTRUCTURE COSTS			
TOTAL COSTS	1374		
LESS: REVENUE GENERATED BY PROJECT ACTIVITIES (if applicable)			
TOTAL COSTS CLAIMED FOR THIS PERIOD	1374	1374	

Total claimed to date from HRSDC and the Province since the beginning of this project, including the current claim \$ 2748.00

Funds from other sources		Total funds from other sources for this period	Total funds from other sources to date
Cash			
In-Kind			

Project No.
10087484

Part 2: Agreement Activity Report

Please provide a summary of the activities that have taken place since your last report. The report should reference activities as per Schedule A of the Agreement and include milestones met, changes in staff or participants or any issues that might necessitate amendments.

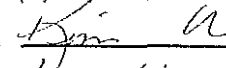
RECEIVED

AUG 11 2010

ELMSD - V74

Information collected on or pursuant to this form is subject to all of the provisions of the *Freedom of Information and Protection of Privacy Act*. Any personal information collected is collected under the authority of Section 26(c) of that Act. The information collected will be used for the administration of the British Columbia labour market development program for which you have applied. If you have any specific questions concerning the collection, use or disclosure of information, please contact: [name] Vicky Renneberg
[title] Program Policy Coordinator [phone] Through Enquiry BC: In Vancouver at 604-660-2421; Elsewhere in BC at 1 800 663-7867

I (we) certify that the information is true and correct to the best of my/our knowledge and claimed in accordance with the agreement.

 2010-08-03
Signature Date (Y-M-D)

Kim Kotanloo - Finance Director (250) 386-5255 x 228
Print Name and Position Area Code/Telephone No. (for enquiries)

Additional signature when required:

Signature Date (Y-M-D)

Print Name and Position Area Code/Telephone No. (for enquiries)

Payment Claim or Advance and Activity Report

Project No.
10087484

Part 3: Official Use Only

Advance or Progress Payment	Amount	CR/DR	
1. (+Claim)	\$1374.00		
2. (- Outstanding previous advance)	0		
3. (+ Advance requested for the next period)	0		
4. (Cheque / Payment Total)	\$1374.00		
5. (Agreement Balance = agreement amount - total claimed to date (including this claim))	\$7605.00		

Vendor 1072395	Payment type: (check one) <input checked="" type="radio"/> Regular cheque issue <input type="radio"/> Schedule cheque issue <input type="radio"/> SPS <input type="radio"/> JV
Doc 772428	RC 5374

Cheque Stub Information August 1 - 31 Progress PMT.	Due Date Y M D 10 09 27 FINAL PAYMENT NO
--	--

Signature of Qualified Receiver PC -	Certified pursuant to Section 33 of the FAA Expense Authority Signature PC - VFI	Data Captured Initials VFI
Date Y M D 10 09 27	Date Y M D 10 09 27	Date Y M D 10 09 27
	Name (Print) Robert Murray Reniger	
	Position Title P.O.	

RECEIVED
SEP 24 2010
ELMSD - V74



Project No.
10087484

Part 1: Claim Information: All non-shaded areas to be completed by the Organization

Official Use Only

Name of Organization Sierra Club BC Foundation		Receipt date (Y/M/D)	
Business # (if applicable): 11914 9797 RR0001		Period covered by this claim from: August 1, 2010 to: August 31, 2010	
Has your address changed since your submission to Service Canada or the Province for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is this a final claim for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Costing method agreed upon: <input type="checkbox"/> governmental flat percentage rate <input checked="" type="checkbox"/> reimbursement of actual costs <input type="checkbox"/> organization specific flat percentage rate	
The following is to be completed only if changed from last submission:			
Current Mailing Address		City/Town	
Province	Postal Code	Area Code/Telephone No. ()	Area Code/Fax No. ()
E-Mail Address		GST/HST Amount	GST/HST% claimed from the Province

CLAIM	Claimed from the Province for this period (to nearest dollar)	OFFICIAL USE ONLY	
		Amounts Eligible this Claim	Amounts Allowed To Date Under the Agreement
PROJECT COSTS			
Activity related direct project costs:			
✓ Staff wages	1374	1374	
Professional fees			
Travel			
Capital assets			
Audit costs (agreement mandated)			
Other activity related direct project costs			
Total activity-related direct project costs	1374	1374	
Participant-related direct project costs:			
Participant wages			
Participant tuition costs			
Other participant related project costs			
Total participant-related direct project costs			
Other direct project costs			
TOTAL PROJECT COSTS	1374	1374	
ORGANIZATIONAL INFRASTRUCTURE COSTS			
TOTAL COSTS	1374	1374	
LESS: REVENUE GENERATED BY PROJECT ACTIVITIES (if applicable)			
TOTAL COSTS CLAIMED FOR THIS PERIOD	1374	1374	

Total claimed to date from HRSDC and the Province since the beginning of this project,
including the current claim \$

2748

Funds from other sources		Total funds from other sources for this period	Total funds from other sources to date
Cash			
In-Kind			

RECEIVED
SEP 24 2010
ELMSD - V74



Project No.
10087484

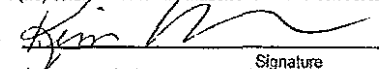
Part 2 : Agreement Activity Report

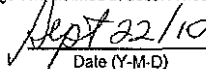
Please provide a summary of the activities that have taken place since your last report. The report should reference activities as per Schedule A of the Agreement and include milestones met, changes in staff or participants or any issues that might necessitate amendments.

In August, Sarah Cox, Communications Director, revised the Environmental Educator job posting, and the Education Program Manager, Nadine Lefort posted it in 15 locations, including with Spectrum Job Centre, Youth Services Canada, and Good Work Canada. Nadine worked with Susan Howatt (Campaigns Director) and Sheila Geisbrecht (Human Resources Manager) to sift through applicants, contact potential employees to ensure appropriate qualifications, and then interviewed candidates. At the same time the third educator was offered the position, the other two educators' contracts were being completed and their orientation plan was put into place, which included adjustments to their workspace, revisions to the Education Program Manual, and a coordinated introduction to the Sierra Club staff. s.22 contract started in the last week, during which he attended a Youth Action Gathering as part of his orientation and s.22 paperwork was being completed.

Information collected on or pursuant to this form is subject to all of the provisions of the *Freedom of Information and Protection of Privacy Act*. Any personal information collected is collected under the authority of Section 26(c) of that Act. The information collected will be used for the administration of the British Columbia labour market development program for which you have applied. If you have any specific questions concerning the collection, use or disclosure of information, please contact: [name] Vicky Renneberg
[title] Program Policy Coordinator [phone] Through Enquiry BC: in Vancouver at 604-660-2421; Elsewhere in BC at 1 800 663-7867

I (we) certify that the information is true and correct to the best of my/our knowledge and claimed in accordance with the agreement.


Signature
Kim Kotanko Director of Finance
Print Name and Position


Date (Y-M-D)

620 386-5255 x 228
Area Code/Telephone No. (for enquiries)

Additional signature when required:

Signature

Print Name and Position

Date (Y-M-D)

() 76
Area Code/Telephone No. (for enquiries)

RECEIVED
SEP 24 2010
ELMSD - V74



Payment Claim or
Advance and Activity Report

Project No
1087484

Part 3: Official Use Only

Advance or Progress Payment	Amount	CR/DR	
1. (+Claim)	1374		
2. (- Outstanding previous advance)	0		
3. (+ Advance requested for the next period)	0		
4. (Cheque / Payment Total)	1374		
5. (Agreement Balance = agreement amount - total claimed to date (including this claim))	2827		

Vendor	Payment type: (check one)
	<input checked="" type="checkbox"/> Regular cheque issue <input type="checkbox"/> Schedule cheque issue <input type="checkbox"/> SPS <input type="checkbox"/> JV
Doc 1037845	RC U-74

Cheque Stub Information	Due Date						
October 1 - 31, 2010 Regular claim - (wages only).	<table><tr><td>Y</td><td>M</td><td>D</td></tr><tr><td>10</td><td>11</td><td>16</td></tr></table>	Y	M	D	10	11	16
Y	M	D					
10	11	16					
	FINAL PAYMENT						

Signature of Qualified Receiver	Certified pursuant to Section 33 of the FAA Expense Authority Signature	Data Captured																		
		Initials																		
Date	Date	Date																		
<table><tr><td>Y</td><td>M</td><td>D</td></tr><tr><td>10</td><td>11</td><td>16</td></tr></table>	Y	M	D	10	11	16	<table><tr><td>Y</td><td>M</td><td>D</td></tr><tr><td>NOV</td><td>16</td><td>2010</td></tr></table>	Y	M	D	NOV	16	2010	<table><tr><td>Y</td><td>M</td><td>D</td></tr><tr><td>NOV</td><td>16</td><td>2010</td></tr></table>	Y	M	D	NOV	16	2010
Y	M	D																		
10	11	16																		
Y	M	D																		
NOV	16	2010																		
Y	M	D																		
NOV	16	2010																		
	Name (Print)																			
	Position Title																			
	VADIM RENIGER																			



Payment Claim or Advance and Activity Report

Project No.
10087484

Part 1: Claim Information: All non-shaded areas to be completed by the Organization

Official Use Only

Name of Organization Sierra Club BC Foundation		Receipt date (Y/M/D)	
Business # (if applicable): 11914 9797 RR0001		Period covered by this claim from: Oct 1, 2010 to: Oct 30, 2010	
Has your address changed since your submission to Service Canada or the Province for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is this a final claim for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Costing method agreed upon: <input type="checkbox"/> governmental flat percentage rate <input checked="" type="checkbox"/> reimbursement of actual costs <input type="checkbox"/> organization specific flat percentage rate	
The following is to be completed only if changed from last submission:			
Current Mailing Address		City/Town	
Province	Postal Code	Area Code/Telephone No. ()	Area Code/Fax No. ()
E-Mail Address		GST/HST Amount	GST/HST% claimed from the Province

CLAIM	Claimed from the Province for this period (to nearest dollar)	OFFICIAL USE ONLY	
		Amounts Eligible this Claim	Amounts Allowed To Date Under the Agreement
PROJECT COSTS			
Activity related direct project costs:			
Staff wages	1374	1374	
Professional fees			
Travel			
Capital assets			
Audit costs (agreement mandated)			
Other activity related direct project costs			
Total activity-related direct project costs	1374	1374	
Participant-related direct project costs:			
Participant wages			
Participant tuition costs			
Other participant related project costs			
Total participant-related direct project costs			
Other direct project costs			
TOTAL PROJECT COSTS	1374	1374	
ORGANIZATIONAL INFRASTRUCTURE COSTS			
TOTAL COSTS	1374	1374	
LESS: REVENUE GENERATED BY PROJECT ACTIVITIES (if applicable)			
TOTAL COSTS CLAIMED FOR THIS PERIOD	1374	1374	

Total claimed to date from HRSDC and the Province since the beginning of this project,
including the current claim \$ 2748

Funds from other sources		Total funds from other sources for this period	Total funds from other sources to date
Cash			
In-Kind			

RECEIVED
NOV 15 2010
ELMSD - V74



Payment Claim or Advance and Activity Report

Project No.
10087484

Part 2 : Agreement Activity Report

Please provide a summary of the activities that have taken place since your last report. The report should reference activities as per Schedule A of the Agreement and include milestones met, changes in staff or participants or any issues that might necessitate amendments.

s.22, our two Elementary/Middle School Educators, translated most of our Temperate Rainforest Education Program (which includes three programs). They have started registering classrooms for French piloting in late November and early December, and even into the new year. Demand for the newly translated programs is high! They will be contacting teachers and administrators in the coming weeks to get feedback on what they have done so far.

In addition, they both attended the Columbia Basin Environmental Educators Network conference, held in the Kootenays in early October. There, they networked with other environmental educators and shared their knowledge about Sierra Club's programs and the work they are immersed in. A great professional development opportunity for them!

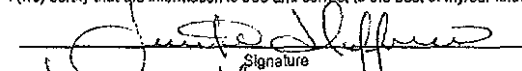
s.22 has been in the classroom delivering programs to Environmental Clubs, Social Justice groups, and classes. He continues to translate all of our high school programs, and will soon be piloting the French presentations. He is also facilitating bi-weekly Youth Steering Committee meetings in which he engages 10 to 12 youth in discussion and action plans on sustainability in their schools. They are planning district-wide events to inform other youth about environmental issues and to bring others on board on taking action.

s.22 has been supporting all of their ideas and providing necessary resources and support.

Nadine Lefort continues to oversee the entire team, ensuring that participants feel comfortable, engaged, and challenged in their every day work.

Information collected on or pursuant to this form is subject to all of the provisions of the *Freedom of Information and Protection of Privacy Act*. Any personal information collected is collected under the authority of Section 28(c) of that Act. The information collected will be used for the administration of the British Columbia labour market development program for which you have applied. If you have any specific questions concerning the collection, use or disclosure of information, please contact: [name] Vicky Renneberg
[title] Program Policy Coordinator [phone] Through Enquiry BC: in Vancouver at 604-660-2421; Elsewhere in BC at 1 800 663-7867

I (we) certify that the information is true and correct to the best of my/our knowledge and claimed in accordance with the agreement.


Signature
2010-11-10
Date (Y-M-D)
Jennifer Hobson, Director
Print Name and Position
(250) 386-5255
Area Code/Telephone No. (for enquiries)

Additional signature when required:

Signature

Date (Y-M-D)

Print Name and Position

Area Code/Telephone No. (for enquiries)

RECEIVED
NOV 15 2010
ELMSD - V74



Payment Claim or Advance and Activity Report

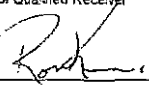
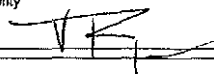
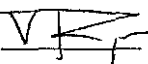
Project No
10087484

Part 3: Official Use Only

Advance or Progress Payment	Amount	CRDR	
1. (+Claim)	1374	+	
2. (- Outstanding previous advance)			
3. (+ Advance requested for the next period)			
4. (Cheque / Payment Total)	1374		
5. (Agreement Balance = agreement amount - total claimed to date (including this claim))			

Vendor	Payment type: (check one) <input checked="" type="radio"/> Regular cheque issue <input type="radio"/> Schedule cheque issue <input type="radio"/> SPS <input type="radio"/> JV
Doc	RC 5374

Cheque Stub Information November Payment Claim	Due Date Y M D FINAL PAYMENT
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Signature of Qualified Receiver 	Certified pursuant to Section 33 of the FAA Expense Authority Signature 	Date Captured Initials 
Date DEC 21 2010	Date DEC 21 2010	Date DEC 21 2010
	Name (Print) VADIM RENIGER	
	Position Title	



Payment Claim or Advance and Activity Report

Project No.
10087484

Part 1: Claim Information: All non-shaded areas to be completed by the Organization

Official Use Only

Name of Organization Sierra Club BC Foundation		Receipt date (Y/M/D)	
Business # (if applicable): 11914 9797 RR0001		Period covered by this claim from: Nov 1, 2010 to: Nov 30, 2010	
Has your address changed since your submission to Service Canada or the Province for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is this a final claim for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Costing method agreed upon: <input type="checkbox"/> governmental flat percentage rate <input checked="" type="checkbox"/> reimbursement of actual costs <input type="checkbox"/> organization specific flat percentage rate	
The following is to be completed only if changed from last submission:			
Current Mailing Address		City/Town	
Province	Postal Code	Area Code/Telephone No. ()	Area Code/Fax No. ()
E-Mail Address		GST/HST Amount	GST/HST% claimed from the Province
CLAIM		OFFICIAL USE ONLY	
PROJECT COSTS		Claimed from the Province for this period (to nearest dollar)	Amounts Eligible for this Claim
Activity related direct project costs:			Amounts Allowed To Date Under the Agreement
Staff wages		1374	1374
Professional fees			
Travel			
Capital assets			
Audit costs (agreement mandated)			
Other activity related direct project costs			
Total activity-related direct project costs		1374	
Participant-related direct project costs:			
Participant wages			
Participant tuition costs			
Other participant related project costs			
Total participant-related direct project costs			
Other direct project costs			
TOTAL PROJECT COSTS		1374	
ORGANIZATIONAL INFRASTRUCTURE COSTS			
TOTAL COSTS		1374	
LESS: REVENUE GENERATED BY PROJECT ACTIVITIES (if applicable)			
TOTAL COSTS CLAIMED FOR THIS PERIOD		1374	

Total claimed to date from HRSDC and the Province since the beginning of this project, including the current claim

\$

6870

Funds from other sources		Total funds from other sources for this period	Total funds from other sources to date
Cash			
In-Kind			

RECEIVED
DEC 21 2010
ELMSD - V74



Payment Claim or Advance and Activity Report

Project No.
10087484

Part 2 : Agreement Activity Report

Please provide a summary of the activities that have taken place since your last report. The report should reference activities as per Schedule A of the Agreement and include milestones met, changes in staff or participants or any issues that might necessitate amendments.

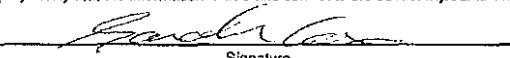
In November, s.22 continued to translate the SHS presentations, and is delivering them in the first days of December. He spent time in Vancouver with their Youth Sustainability Network, and delivered programs in Kitsilano and Surrey. He participated in Green Group meetings at Reynolds, Lambrick, and Esquimalt High Schools, and in a Leadership meeting at Oak Bay High. He continues to host Youth Steering Committee meetings every two weeks, and has been planning sustainability projects with participants.

s.22 our two elementary school educators have completed the translation of our Journey through the Rainforest program, geared toward kindergarten to grade 3 students. They delivered programs, both in English and French in Richmond and Vancouver, and have been translating other programs that will be available in French in December and January. In November they translated all props for our Temperate Rainforest programs, and design a new Action Challenge contest, with French outreach materials developed with the assistance of our Communications Team.

Nadine Lefort, Manager of the Education Program, has been overseeing their work, and is delighted with their work and their results. Go Education Team!

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[title] Program Policy Coordinator [phone] Through Enquiry BC: in Vancouver at 604-660-2421; Elsewhere in BC at 1 800 663-7866

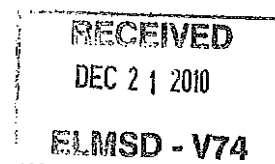
I (we) certify that the information is true and correct to the best of my/our knowledge and claimed in accordance with the agreement.


Signature Date (Y-M-D) Dec. 9/2010
Sarah Cox - Communications Director
Print Name and Position Area Code/Telephone No. (for enquiries) 604 386-5255 x. 257

Additional signature when required:

Signature Date (Y-M-D) _____

Print Name and Position Area Code/Telephone No. (for enquiries) ()





Payment Claim or Advance and Activity Report

Project No.
10087484

Part 1: Claim Information: All non-shaded areas to be completed by the Organization

Official Use Only

Name of Organization Sierra Club BC Foundation		Receipt date (Y/M/D)	
Business # (if applicable): 11914 9797 RR0001		Period covered by this claim from: Dec 1, 2010 to: Dec 31, 2010	
Has your address changed since your submission to Service Canada or the Province for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is this a final claim for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Costing method agreed upon: <input type="checkbox"/> governmental flat percentage rate <input checked="" type="checkbox"/> reimbursement of actual costs <input type="checkbox"/> organization specific flat percentage rate	
The following is to be completed only if changed from last submission:			
Current Mailing Address		City/Town	
Province	Postal Code	Area Code/Telephone No. ()	Area Code/Fax No. ()
E-Mail Address		GST/HST Amount	GST/HST% claimed from the Province

CLAIM	Claimed from the Province for this period (to nearest dollar)	OFFICIAL USE ONLY	
		Amounts Eligible this Claim	Amounts Allowed To Date Under the Agreement
PROJECT COSTS			
Activity related direct project costs:			
Staff wages	1374	1374	
Professional fees			
Travel			
Capital assets			
Audit costs (agreement mandated)			
Other activity related direct project costs			
Total activity-related direct project costs	1374	1374	
Participant-related direct project costs:			
Participant wages			
Participant tuition costs			
Other participant related project costs			
Total participant-related direct project costs			
Other direct project costs			
TOTAL PROJECT COSTS	1374	1374	
ORGANIZATIONAL INFRASTRUCTURE COSTS			
TOTAL COSTS	1374	1374	
LESS: REVENUE GENERATED BY PROJECT ACTIVITIES (if applicable)			
TOTAL COSTS CLAIMED FOR THIS PERIOD	1374	1374	

Total claimed to date from HRSDC and the Province since the beginning of this project,
including the current claim \$ 6870

Funds from other sources		Total funds from other sources for this period	Total funds from other sources to date
Cash			
In-Kind			

RECEIVED
FEB 04 2011
MSD/ELMSD-V74



Payment Claim or Advance and Activity Report

Project No.
10087484

Part 2 : Agreement Activity Report

Please provide a summary of the activities that have taken place since your last report. The report should reference activities as per Schedule A of the Agreement and include milestones met, changes in staff or participants or any issues that might necessitate amendments.

In December, the Education Team was busy. **s.22** continued to pilot their translated programs. They completed the pilot of the Temperate Rainforest Ecosystem Education program first visits and will be continuing with the second visits in the new year. They continue to translate all program material, and will soon complete translation of our highly pursued Climate Change program. We continue to be pleased with their performance, and are happy to see all they've already accomplished.

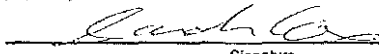
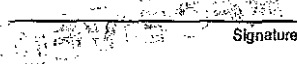
Our Sustainable High Schools project is shifting. **s.22** was offered a full time position with the provincial government. He is pleased with this shift, and while we are sad to see him leave the team, we celebrate his professional growth. We have posted the SHS Coordinator position and hope to hire early in the new year in order to make the most out of the school year and the JCP funding opportunity.

Nadine Lefort continues to oversee all Education Program activities, managing day-to-day activities and ensuring team members are satisfied with their work. In early December, she organized a Professional Development Day in which Education Team members went for a hike at East Sooke Park and participated in a number of team-building and self-reflective activities.

Sierra Club staff members continue to support JCP participants and the Education Program with on-going communications, HR, IT and general happenings.

Information collected on or pursuant to this form is subject to all of the provisions of the *Freedom of Information and Protection of Privacy Act*. Any personal information collected is collected under the authority of Section 26(c) of that Act. The information collected will be used for the administration of the British Columbia labour market development program for which you have applied. If you have any specific questions concerning the collection, use or disclosure of information, please contact [name] Vicky Renneberg
[title] Program Policy Coordinator [phone] Through Enquiry BC: in Vancouver at 604-660-2421; Elsewhere in BC at 1 800 663-7867

I (we) certify that the information is true and correct to the best of my/our knowledge and claimed in accordance with the agreement.

 Signature	<u>Feb. 1 / 2011</u> Date (Y-M-D)
<u>Sarah Cox</u> Print Name and Position	<u>604 386-5255 x 257</u> Area Code/Telephone No. (for enquiries)
Additional signature when required:	
 Signature	 Date (Y-M-D)
 Print Name and Position	 Area Code/Telephone No. (for enquiries)

RECEIVED
FEB 04 2011
MSD/ELMSD-V74

Project No.

Part 3: Official Use Only

Advance or Progress Payment	Amount	CR/DR	
1. (+Claim)	1374		
2. (- Outstanding previous advance)			
3. (+ Advance requested for the next period)			
4. (Cheque / Payment Total)	1374		
5. (Agreement Balance = agreement amount - total claimed to date (including this claim))			

Vendor	Payment type: (check one) <input checked="" type="checkbox"/> Regular cheque issue <input type="checkbox"/> Schedule's cheque issue <input type="checkbox"/> SPS <input type="checkbox"/> JV
Doc 1690776	RC V-74

Cheque Stub Information	Due Date Y M D FINAL PAYMENT
December Payment claim	

Signature of Qualified Receiver P - - -	Certified pursuant to Section 33 of the FAA Expense Authority Signature [Signature]	Data Captured Initials [Initials]
Date Y M D 11 02 25	Date Y M D 11 02 25	Date Y M D 11 02 25
	Name (Print) Debbie Deverill	
	Position Title Programs Officer	

Project No.

Part 3: Official Use Only

Advance or Progress Payment	Amount	CRDR	
1. (+Claim)	1374		
2. (- Outstanding previous advance)			
3. (+ Advance requested for the next period)			
4. (Cheque / Payment Total)	1374		
5. (Agreement Balance = agreement amount - total claimed to date (including this claim))			

Vendor	Payment type (check one) <input checked="" type="checkbox"/> Regular cheque issue <input type="checkbox"/> Schedule cheque issue <input type="checkbox"/> SPS <input type="checkbox"/> JV
Doc 1690929	RC V-74

Cheque Stub Information January Payment claim.	Due Date Y M D FINAL PAYMENT
---	------------------------------------

Signature of Qualified Receiver P - -	Certified pursuant to Section 33 of the FAA Expense Authority Signature [Signature]	Data Captured Initials [Initials]
Date Y M D 11 02 25	Date Y M D 11 02 25	Date Y M D 11 02 25
	Name (Print) Debbie Deverill	
	Position Title Programs Officer	



Payment Claim or Advance and Activity Report

Project No.
10087484

Part 1: Claim Information: All non-shaded areas to be completed by the Organization

Official Use Only

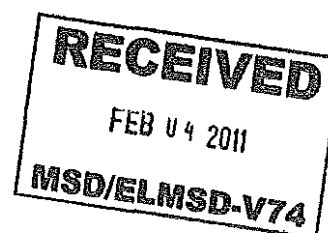
Name of Organization Sierra Club BC Foundation		Receipt date (Y/M/D)	
Business # (if applicable): 11914 9797 RR0001		Period covered by this claim from: Jan 1, 2011 to: Jan 31, 2011	
Has your address changed since your submission to Service Canada or the Province for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is this a final claim for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Costing method agreed upon: <input type="checkbox"/> governmental flat percentage rate <input checked="" type="checkbox"/> reimbursement of actual costs <input type="checkbox"/> organization specific flat percentage rate	
The following is to be completed only if changed from last submission:			
Current Mailing Address		City/Town	
Province	Postal Code	Area Code/Telephone No. ()	Area Code/Fax No. ()
E-Mail Address		GST/HST Amount	GST/HST% claimed from the Province

CLAIM	Claimed from the Province for this period (to nearest dollar)	OFFICIAL USE ONLY	
		Amounts Eligible this Claim	Amounts Allowed To Date Under the Agreement
PROJECT COSTS			
Activity related direct project costs:			
Staff wages	1374	1374	
Professional fees			
Travel			
Capital assets			
Audit costs (agreement mandated)			
Other activity related direct project costs			
Total activity-related direct project costs	1374	1374	
Participant-related direct project costs:			
Participant wages			
Participant tuition costs			
Other participant related project costs			
Total participant-related direct project costs			
Other direct project costs			
TOTAL PROJECT COSTS	1374	1374	
ORGANIZATIONAL INFRASTRUCTURE COSTS			
TOTAL COSTS	1374	1374	
LESS: REVENUE GENERATED BY PROJECT ACTIVITIES (if applicable)			
TOTAL COSTS CLAIMED FOR THIS PERIOD	1374	1374	

Total claimed to date from HRSDC and the Province since the beginning of this project,
including the current claim \$

6870

Funds from other sources	Total funds from other sources for this period	Total funds from other sources to date
Cash		
In-Kind		





Payment Claim or Advance and Activity Report

Project No.
10087484

Part 2 : Agreement Activity Report

Please provide a summary of the activities that have taken place since your last report. The report should reference activities as per Schedule A of the Agreement and include milestones met, changes in staff or participants or any issues that might necessitate amendments.

JCP participants **s.22** continue to translate programs. All of our Temperate Rainforest Programs have been translated and piloted, and our Climate Change program will soon be ready to pilot. Fantastic! We have been getting great feedback from students and teachers on **s.22** presentations. **s.22** has been doing a great job coordinating registration of the programs - a skill she expressed interest in enhancing at the beginning of the project. It's great to see her excelling!

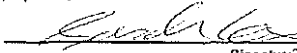
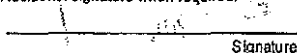
Nadine Lefort continues to oversee the entire project, with assistance from directors of campaigns and communications, and general staff administration help.

Information collected on or pursuant to this form is subject to all of the provisions of the *Freedom of Information and Protection of Privacy Act*.

Any personal information collected is collected under the authority of Section 28(c) of that Act. The information collected will be used for the administration of the British Columbia labour market development program for which you have applied. If you have any specific questions concerning the collection, use or disclosure of information, please contact: [name] Vicky Renneberg

[title] Program Policy Coordinator [phone] Through Enquiry BC: in Vancouver at 604-660-2421; Elsewhere in BC at 1 800 663-7867

I (we) certify that the information is true and correct to the best of my/our knowledge and claimed in accordance with the agreement.

 Signature	<u>FEB 1 / 2011</u> Date (Y-M-D)
<u>Sarah Cox</u> Print Name and Position	<u>DSO 366-5255 x057</u> Area Code/Telephone No. (for enquiries)
Additional signature when required:	
 Signature	 Date (Y-M-D)
 Print Name and Position	 Area Code/Telephone No. (for enquiries)

RECEIVED
FEB 04 2011
MSD/ELMSD-V74

Payment Claim or
Advance and Activity Report

Project No.
10087484

Part 3: Official Use Only

Advance or Progress Payment	Amount	CR/DR	
1. (+Claim)	1374		
2. (- Outstanding previous advance)			
3. (+ Advance requested for the next period)			
4. (Cheque / Payment Total)	1374		
5. (Agreement Balance = agreement amount - total claimed to date (including this claim))			

Vendor	Payment type (check one) <input checked="" type="checkbox"/> Regular cheque issue <input type="checkbox"/> Schedule cheque issue <input type="checkbox"/> SPS <input type="checkbox"/> JV
Doc	RC V-74

Cheque Stub Information February 2012 PMT.	Due Date Y M D FINAL PAYMENT
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Signature of Qualified Receiver RL - - Date Y M D 11 03 17	Certified pursuant to Section 33 of the FAA Expense Authority Signature VBE Date Y M D 11 03 17 Name (Print) Vadim Beniger Position Title PO	Data Captured Initials HT Date Y M D 11 03 17
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Payment Claim or Advance and Activity Report

Project No.
10087484

Part 1: Claim Information: All non-shaded areas to be completed by the Organization

Official Use Only

Name of Organization Sierra Club BC Foundation		Receipt date (Y/M/D)	
Business # (if applicable): 11914 9797 RR0001		Period covered by this claim from: Feb 1, 2011 to: Feb 28, 2011	
Has your address changed since your submission to Service Canada or the Province for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is this a final claim for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Costing method agreed upon: <input type="checkbox"/> governmental flat percentage rate <input checked="" type="checkbox"/> reimbursement of actual costs <input type="checkbox"/> organization specific flat percentage rate	
The following is to be completed only if changed from last submission:			
Current Mailing Address		City/Town	
Province	Postal Code	Area Code/Telephone No. ()	Area Code/Fax No. ()
E-Mail Address		GST/HST Amount	GST/HST% claimed from the Province

CLAIM	Claimed from the Province for this period (to nearest dollar)	OFFICIAL USE ONLY	
		Amounts Eligible this Claim	Amounts Allowed To Date Under the Agreement
PROJECT COSTS			
Activity related direct project costs:			
Staff wages	1374	1374	
Professional fees			
Travel			
Capital assets			
Audit costs (agreement mandated)			
Other activity related direct project costs			
Total activity-related direct project costs	1374	1374	
Participant-related direct project costs:			
Participant wages			
Participant tuition costs			
Other participant related project costs			
Total participant-related direct project costs			
Other direct project costs:			
TOTAL PROJECT COSTS	1374	1374	
ORGANIZATIONAL INFRASTRUCTURE COSTS			
TOTAL COSTS	1374	1374	
LESS: REVENUE GENERATED BY PROJECT ACTIVITIES (if applicable)			
TOTAL COSTS CLAIMED FOR THIS PERIOD	1374	1374	

Total claimed to date from HRSDC and the Province since the beginning of this project,
including the current claim \$

15
\$ 10992.00

Funds from other sources		Total funds from other sources for this period	Total funds from other sources to date
Cash			
In-Kind			



Payment Claim or Advance and Activity Report

Project No.
10087484

Part 2 : Agreement Activity Report

Please provide a summary of the activities that have taken place since your last report. The report should reference activities as per Schedule A of the Agreement and include milestones met, changes in staff or participants or any issues that might necessitate amendments.

In February, we hired **s.22** as Sustainable High Schools Coordinator. He was given orientation to the organization, the Education Program, and his specific projects. He has been liaising with students, schools, and partner organizations, and settling in well.

s.22 continue to deliver French programs to schools in and around Victoria. They are collecting feedback from participants, and are implementing suggested changes into the program. They are also collecting data for our annual Evaluation Report.

Nadine Lefort continues to oversee the entire project, supervising daily and responding to individual needs. The rest of the Sierra Club staff has been very supportive with the educators, in terms of financial duties, human resources, and general organizational support.

Information collected on or pursuant to this form is subject to all of the provisions of the *Freedom of Information and Protection of Privacy Act*. Any personal information collected is collected under the authority of Section 28(c) of that Act. The information collected will be used for the administration of the British Columbia labour market development program for which you have applied. If you have any specific questions concerning the collection, use or disclosure of information, please contact: [name] Vicky Renneberg
[title] Program Policy Coordinator [phone] Through Enquiry BC: In Vancouver at 604-660-2421; Elsewhere in BC at 1 800 663-786;

I (we) certify that the information is true and correct to the best of my/our knowledge and claimed in accordance with the agreement.

 March 16/11
Signature Date (Y-M-D)

Kim Kotanko Finance Director
Print Name and Position

(250) 386-5255
Area Code/Telephone No. (for enquiries)

Additional signature when required:

Signature Date (Y-M-D)

Print Name and Position

()
Area Code/Telephone No. (for enquiries)

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MAR 17 2011
ELMSD - V74

Project No.
10087484

Part 3: Official Use Only

Advance or Progress Payment	Amount	CR/DR	
1. (+Claim)	1374		
2. (- Outstanding previous advance)	0		
3. (+ Advance requested for the next period)	0		
4. (Cheque / Payment Total)	1374		
5. (Agreement Balance = agreement amount - total claimed to date (including this claim))			

Vendor	Payment type (check one)
Doc	<input checked="" type="checkbox"/> Regular cheque issue <input type="checkbox"/> Schedule cheque issue <input type="checkbox"/> SPS <input type="checkbox"/> JV
161110	RC V-74

Cheque Stub Information	Due Date
March 1 - 31, 2011 Progress Payment	Y M D
	FINAL PAYMENT

Signature of Qualified Receiver	Certified pursuant to Section 33 of the FAA	Date Captured
PC -	Expense Authority Signature	Initials
Date	Date	Date
Y M D 11 04 15	Y M D MAY 03 2011	Y M D MAY 25 2011
	Name (Print)	
	Position Title	
	Ron Kerr	
	P.O.	



Payment Claim or Advance and Activity Report

Project No.
10087484

Part 1: Claim Information: All non-shaded areas to be completed by the Organization

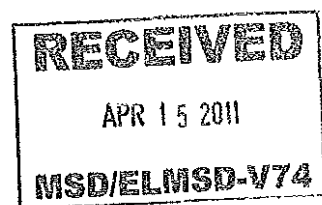
Official Use Only

Name of Organization Sierra Club BC Foundation		Receipt date (Y/M/D)	
Business # (if applicable): 11914 9797 RR0001		Period covered by this claim from: Mar 1, 2011 to: Mar 31, 2011	
Has your address changed since your submission to Service Canada or the Province for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is this a final claim for this project? <input type="radio"/> Yes <input checked="" type="radio"/> No	Costing method agreed upon: <input type="checkbox"/> governmental flat percentage rate <input checked="" type="checkbox"/> reimbursement of actual costs <input type="checkbox"/> organization specific flat percentage rate	
The following is to be completed only if changed from last submission:			
Current Mailing Address		City/Town	
Province	Postal Code	Area Code/Telephone No. ()	Area Code/Fax No. ()
E-Mail Address		GST/HST Amount	GST/HST% claimed from the Province

CLAIM	Claimed from the Province for this period (to nearest dollar)	OFFICIAL USE ONLY	
		Amounts Eligible this Claim	Amounts Allowed To Date Under the Agreement
PROJECT COSTS			
Activity related direct project costs:			
Staff wages	1374		
Professional fees			
Travel			
Capital assets			
Audit costs (agreement mandated)			
Other activity related direct project costs			
Total activity-related direct project costs	1374		
Participant-related direct project costs:			
Participant wages			
Participant tuition costs			
Other participant related project costs			
Total participant-related direct project costs			
Other direct project costs			
TOTAL PROJECT COSTS	1374		
ORGANIZATIONAL INFRASTRUCTURE COSTS			
TOTAL COSTS	1374		
LESS: REVENUE GENERATED BY PROJECT ACTIVITIES (if applicable)			
TOTAL COSTS CLAIMED FOR THIS PERIOD	1374		

Total claimed to date from HRSDC and the Province since the beginning of this project,
including the current claim \$ 10,992

Funds from other sources	Total funds from other sources for this period	Total funds from other sources to date
Cash		
In-Kind		





Payment Claim or Advance and Activity Report

Project No.
10087484

Part 2: Agreement Activity Report

Please provide a summary of the activities that have taken place since your last report. The report should reference activities as per Schedule A of the Agreement and include milestones met, changes in staff or participants or any issues that might necessitate amendments.

Throughout March **s.22** tied up all loose ends of their contract. They completed their classroom programs, compiled evaluation forms, revised any final translated material, made suggestions for future educators and for the program, and updated the registration database. For the end of their contracts, they have left translated programs, ready to be delivered next school year, and pre-and post-program packages for teacher support to accompany the programs. It's been a pleasure having them as part of the Education Team.

s.22 while here for such a short while, has also been busy. He met with the Youth Steering Committee regularly, and they are preparing for a big sustainability summit in April. He also continued with the classroom presentations and the green group support. We have really enjoyed having him as part of the team as well.

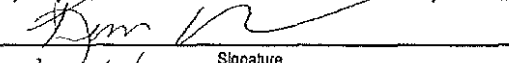
Nadine continued to oversee the entire JCP project, supervising and conducting exit-interviews for the candidates, to give feedback on their performance and to receive feedback on the contract with Sierra Club.

Information collected on or pursuant to this form is subject to all of the provisions of the *Freedom of Information and Protection of Privacy Act*.

Any personal information collected is collected under the authority of Section 26(c) of that Act. The information collected will be used for the administration of the British Columbia labour market development program for which you have applied. If you have any specific questions concerning the collection, use or disclosure of information, please contact: [name] Vicky Renneberg

[title] Program Policy Coordinator [phone] Through Enquiry BC: In Vancouver at 604-660-2421; Elsewhere in BC at 1 800 663-786;

I (we) certify that the information is true and correct to the best of my/our knowledge and claimed in accordance with the agreement.

 _____
Signature Date (Y-M-D) 11/04/14

Kim Kotando Finance Director
Print Name and Position

(250) 386-5255 x228
Area Code/Telephone No. (for enquiries)

Additional signature when required:

Signature Date (Y-M-D)

Print Name and Position

()
Area Code/Telephone No. (for enquiries)

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APR 15 2011

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