



TOWN OF LADYSMITH

A Regular Meeting of the
Council of the Town of Ladysmith
will be held in Council Chambers at City Hall on

MONDAY, FEBRUARY 1, 2010
at 7:00 p.m.

AGENDA

Page

CALL TO ORDER

1 **EXECUTIVE SESSION (6:00 p.m.)**

In accordance with Section 90(1) of the *Community Charter*, the first section of the meeting will be held *In Camera* to consider the following items:

- personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;
- the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

2 **RISE AND REPORT**

3 **CALL TO ORDER**

4 **AGENDA APPROVAL**

5 **MINUTES**

Adoption of the following minutes:

- January 18, 2010
- January 27, 2010

1 - 4

5 - 7

6 **PUBLIC HEARING**

None

7 **BYLAWS (OCP / ZONING)**

None

8 **DELEGATIONS**

None

9 **PROCLAMATIONS**

None

10 **DEVELOPMENT PERMITS / DEVELOPMENT VARIANCE PERMITS**

None

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| 11.1 <u>Mayor R. Hutchins</u> Cowichan Valley Regional District Board | |
| 11.2 <u>Councillor S. Bastian</u> Advisory Planning Commission; Protective Services Committee; Youth Advisory Committee | |
| 11.3 <u>Councillor J. Dashwood</u> Liquid Waste Management Committee | |
| 11.4 <u>Councillor S. Arnett</u> Economic Development Commission; Parks, Recreation & Culture Commission; Chamber of Commerce | |
| 11.5 <u>Councillor D. Paterson</u> Government Services Committee; Parks, Recreation & Culture Commission; Celebrations Committee; Festival of Lights | |
| 11.5.1 <u>Government Services Committee Recommendations</u> Recommendations from the meeting of January 18, 2010 | 8 |
| 11.6 <u>Councillor L. Evans</u> Heritage Revitalization Advisory Commission; Community Health Advisory Committee; Social Planning Cowichan – Affordable Housing Directorate | |
| 11.7 <u>Councillor B. Whittington</u> Vancouver Island Regional Library Board; Advisory Design Panel; Environment Commission; Ladysmith Early Years | |
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| 12.1 <u>Headworks Completion Costs</u> | 9 - 10 |
| 12.2 <u>Surveying Services 2010</u> | 11 - 13 |
| 12.4 <u>Reserve Funds Expenditure Bylaw – Cemetery Care</u> | 14 - 15 |
| 13 CORRESPONDENCE | |
| 13.1 <u>T. Hughes, Coastal Animal Control Service of BC Ltd.</u> Re: December, 2009 Pound Report | 16 - 17 |
| <i><u>Staff Recommendation:</u></i> That the December, 2009 Pound Report be received. | |
| 13.3 <u>E. Brennan, Program Coordinator, Local Government Management Internship Program</u> Re: Conditional Grant Agreement and Next Steps | 18 - 28 |
| <i><u>Staff Recommendation:</u></i> a.) The grant for the Local Government Management Internship Program in the amount of \$36,000 be received and that a letter of thanks for the grant be forwarded to the Local Government Management Association of British Columbia. b) The Mayor and Corporate Officer be authorized to sign the agreement on behalf of the Town. c) The 5 year financial plan be amended accordingly. | |

| | | |
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| 14 | BYLAWS | <u>Page</u> |
| 14.1 | <u>Town of Ladysmith Cemetery Care Expenditure Bylaw, 2010, No. 1707</u> Re: May be read a first, second and third time. | 15 |
| 15 | NEW BUSINESS | |
| 16 | UNFINISHED BUSINESS None | |
| 17 | QUESTION PERIOD | |
| | ADJOURNMENT | |



LADYSMITH

TOWN OF LADYSMITH
MINUTES OF A REGULAR SESSION OF COUNCIL
HELD MONDAY, JANUARY 18, 2010
7:00 P.M.

PRESENT:

Mayor Rob Hutchins
Councillor Steve Arnett
Councillor Duck Paterson
Councillor Lori Evans
Councillor Bruce Whittington
Councillor Jillian Dashwood

ABSENT:

Councillor Scott Bastian

STAFF PRESENT:

Ruth Malli
Felicity Adams
Sandy Bowden
Rebecca Kalina

CALL TO ORDER

Mayor Hutchins called the meeting to order at 7:00 p.m.

AGENDA APPROVAL

The Mayor requested Council's consideration of the following addition to the agenda:

- Rise and Report
January 11, 2010 - Lot 108 - RINC Grant

2010-022

It was moved, seconded and carried that the agenda be adopted as amended.

MINUTES

2010-023

It was moved, seconded and carried that the Council minutes of January 4 and 11, 2010 be adopted as circulated.

BYLAWS (OCP/ZONING)

2010-024

It was moved, seconded and carried that staff be directed to prepare bylaws to amend the Official Community Plan and Zoning Bylaw to permit 48 residential units at 1237

4th Avenue, Lot 1, DL 97, Oyster District, VIP84065 (3360-09-08 M. Pilcher).

2010-025

It was moved, seconded and carried that staff be requested to work with the developer of 1237 4th Avenue, Lot 1, DL 97, Oyster District, VIP84065 (3360-09-08 M. Pilcher) towards a land-use agreement for the proposed development of 1237 4th Avenue.

Felicity Adams, Director of Development Services, vacated Council Chambers at 7:06 p.m.

PROCLAMATIONS

Mayor Hutchins proclaimed February, 2010 as "Heart Month" in the Town of Ladysmith.

STAFF REPORTS

2010-026

It was moved, seconded and carried that the Fire Chief's Report for December, 2009 be received.

2010-027

It was moved, seconded and carried that the Building Inspector's Report for December, 2009 be received.

2010-028

It was moved, seconded and carried that the Trolley report for August to December, 2009 be received.

2010-029

It was moved, seconded and carried that the Town not accept the proposal dated December 31, 2009 submitted by Dave Stalker Excavating Ltd. regarding the purchase of real property for the development of a new manufactured home park in Ladysmith, and Staff be authorized to pursue negotiations towards an agreement for the transfer of a portion of the lands to facilitate the development of the manufactured home park.

RISE AND REPORT

2010-030

It was moved, seconded and carried that Council Rise and Report on the following resolution CE-2010-19 which was adopted at the January 12, 2010 Executive Session of Council:

That the Town of Ladysmith enter into an agreement with Stalker Excavating Ltd. [LMF Developments Inc.] for the sale of a portion of Lot 1, DL 108, Plan VIP 73133 for a Manufactured Home site and a Multi-Family site for a purchase price of one million, seven hundred thousand dollars (\$1,700,000) with details of lot areas, road right of

ways, servicing and latecomers as per the cost sheet dated January 12, 2010 (copy attached to minutes) and proposed subdivision plan (which will require some modification to the road right of way layout) and that the Mayor and Director of Corporate Services be authorized to sign any agreements or documents as required in order to complete this transaction.

2010-031

It was moved, seconded and carried that Council Rise and Report on the following resolution CE-2010-014 which was adopted at the January 11, 2010 Executive Session of Council:

That:

- a) The grant under the Recreation Infrastructure Canada Program for the Lot 108 Playing Fields in the amount of \$1,000,000 be received and that a letter of thanks for the grant be forwarded to the Assistant Deputy Minister of Western Economic Diversification Canada – British Columbia Region, Gerry Salembier.
- b) The Mayor and Corporate Officer be authorized to sign the agreement on behalf of the Town.
- c) The 5 year financial plan be amended accordingly.

BYLAWS

2010-032

It was moved, seconded and carried that the Town of Ladysmith Building and Plumbing Bylaw 1994, No. 1119, Amendment Bylaw 2010, No. 1704 be adopted.

NEW BUSINESS

2010-033

It was moved, seconded and carried that letters of thanks be sent to Dr. James Lunney, Mr. Reed Elley and Mr. John Koury for their support and assistance with the Town's successful grant application for \$1,000,000 from Western Economic Diversification Canada for the Lot 108 artificial turf playing fields.

ADJOURNMENT

2010-034

It was moved, seconded and carried that the meeting be adjourned at 7:20 p.m.

Mayor (R. Hutchins)

CERTIFIED CORRECT

Corporate Officer (S. Bowden)



LADYSMITH

TOWN OF LADYSMITH
MINUTES OF A SPECIAL SESSION OF COUNCIL
HELD WEDNESDAY, JANUARY 27, 2010
4:30 P.M.

PRESENT:

Mayor Rob Hutchins
Councillor Steve Arnett
Councillor Duck Paterson

Councillor Lori Evans
Councillor Bruce Whittington
Councillor Jillian Dashwood

Councillor Scott Bastian

STAFF PRESENT:

Ruth Malli
Felicity Adams

Pat Durban
Joanna Winter

Joe Friesenhan

CALL TO ORDER

Mayor Hutchins called the meeting to order at 4:30 p.m.

AGENDA APPROVAL

2010-035

It was moved, seconded and carried that the agenda be adopted as circulated.

STAFF REPORTS

SERVICING FOR LADYSMITH COMMUNITY SERVICES CENTRE / CIVIC SQUARE

2010-036

It was moved, seconded and carried that an upgrade of the watermain on High Street from 2nd Avenue to 3rd Avenue be approved for \$40,000; that the asbestos cement watermain on 2nd Avenue from High Street to Buller Street be replaced for \$75,000; that both projects be funded through the Water Utility Reserve; and the Financial Plan be amended accordingly.

DL 108 LAND DISPOSITION BUDGET

2010-037

It was moved, seconded and carried that staff be directed to establish a budget of \$70,000 for expenses associated with the subdivision and disposition of land located at DL108; that the expenses be funded from the Real Property Reserve; and that the Financial Plan be amended accordingly.

CONSTRUCTION PROJECT MANAGER - COMMUNITY SERVICES CENTRE / SPIRIT SQUARE PROJECT

2010-038

It was moved, seconded and carried that the contract for the provision of construction management services for the Community Services Centre/Spirit Square project be awarded to Windley Contracting Ltd., as an extension of the contract previously awarded to Windley for the provision of construction management services for renovations to 220/224 High Street; that an upset price of \$49,850 (2.48%) be set for the new building, \$12,000 for the offsite work and \$35,000 for the Spirit Square component; and that the Mayor and Corporate Officer be authorized to sign the contract on behalf of the Town.

Councillor Arnett arrived in Council Chambers at 4:33 p.m.

APPOINTMENT OF STRUCTURAL ENGINEER FOR NEW BUILDING AT LADYSMITH COMMUNITY SERVICES CENTRE

2010-039

It was moved, seconded and carried that the contract for the provision of structural engineering services for the Community Social Services and Spirit Square project be awarded to Herold Engineering in the amount of \$39,500.

Councillor Dashwood arrived in Council Chambers at 4:34 p.m.

2010 GRAVEL SUPPLY

2010-040

It was moved, seconded and carried that the contract for the supply of gravel be extended for 2010 to Island Aggregate for the same unit rates as in their 2009 tender.

2010 EQUIPMENT RENTALS

2010-041

It was moved, seconded and carried that the contract for the rental of various types of equipment be extended for 2010 to David Stalker Excavating for the same hourly rates as in his 2009 tender.

2010-042

It was moved, seconded and carried that the contract for the hiring of trucks be extended for 2010 to TRT Contracting Inc. for the same hourly rates as in their 2009 tender.

OLD BUSINESS

DISPOSITION OF PROPERTY

2010-043

It was moved, seconded and carried that the disposition of the property described as proposed Lot 3 and Lot 4 of Lot 1, District Lot 108, Oyster District, Plan VIP73133 (the

"Lands") be authorized for the purpose of establishing a manufactured home park and multiple family development to LMF Developments Inc. for the consideration of One Million, Seven Hundred Thousand Dollars (\$1,700,000.00) in cash and the construction of works and services valued at Eight Hundred and Thirty-Seven Thousand, Five Hundred and Twenty-Two Dollars (\$837,522.00) that will provide benefit to the Town's lands (Part of Lot 1, District Lot 108, Oyster District, Plan VIP73133) to be developed as a sportsfield complex and multiple family site and the benefit of land use covenants restricting use and development, including a covenant over proposed Lot 4 restricting use to a manufactured home park and triggering additional payments to the Town if more than 48 multiple family units are developed on the Lands;

THAT Dave Stalker Excavating is authorized to construct the works and services associated with the project, based on unit pricing, and that the Town's Purchasing Policy be waived in this regard;

THAT the Financial Plan be amended accordingly;

AND that the Mayor and Corporate Officer be authorized to sign the agreements on behalf of the Town.

QUESTIONS

Ladysmith Seniors - Will there be 20 new parking spots guaranteed at the new location in addition to the 6 guaranteed handicapped parking spots?

The City Manager stated that the matter of parking will be discussed at a forthcoming meeting.

ADJOURNMENT

2010-044

It was moved, seconded and carried that the meeting be adjourned at 4:38 p.m.

CERTIFIED CORRECT

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

Town of Ladysmith

COMMITTEE REPORT



LADYSMITH

To: Mayor and Council
From: Councillor D. Paterson, Chair
Date: January 21, 2010
File No: 0550-20

Re: GOVERNMENT SERVICES COMMITTEE - January 18, 2010

At its meeting on January 18, 2010 the Government Services Committee recommended to Council the following:

- 1) That the RCMP Fourth Quarter Report for 2009 be received.
- 2) That the letter dated December 30, 2009 from M. Mebs, Local Area Manager, Canada Post be received and that a representative of the Town meet with representatives of Ladysmith Canada Post Office to resolve the issue of the absence of a recycling bin in the post office and the proliferation of litter on First Avenue in the vicinity of the post office.
- 3) That staff be requested to prepare a report to the Government Services Committee regarding the provision of recycling containers in public areas within the Town.



Town of Ladysmith

STAFF REPORT

To: Ruth Malli, City Manager
From: Joe Friesenhan, Director of Public Works
Date: January 22, 2010
File No:

Re: HEADWORKS COMPLETION COSTS

RECOMMENDATION(S):

That Council authorize the increase of the contract for Rocky Point Metal Craft Ltd. by up to \$200,000 with the funds to come from grants, DCC's and sewer reserves.

PURPOSE:

To inform Council of the construction progress for the headworks at the sewage treatment facility and to obtain Council authorization to increase the contract by up to \$200,000.

INTRODUCTION/BACKGROUND:

In March of 2009, Council awarded the contract for the construction of the headworks for the sewage treatment facility to Rocky Point Metalcraft for the low tender price of \$2,819,013,57 plus GST. Construction commenced in early May.

Early in the construction, two major items used up the major part of the contingency that was allowed in the tender price. Under the direction of the Geotechnical Engineer, the contractor was required to over-excavate under the structure and place a lean concrete mixture under the foundation to provide a solid bearing surface. The over-excavation also required structural changes and an increase in the soil anchors to provide seismic restraint for the building. These changes used up the major part of the contingency allowed.

SCOPE OF WORK:

The project is nearing completion. There are some additional works anticipated which are additional to the contract. These are:

- Core a new connection into the existing building for the headworks overflow piping.
- Provide electrical conduits and cable to link the new chlorinator container
- Relocate the existing watermain around the utility chase

In addition to the additional works, the extra time required for the over-excavation and anchor works has pushed the construction period into winter months resulting in additional costs for cold weather concrete curing practices.

ALTERNATIVES:

1. Have the extra work included in future phases of the sewage treatment works
2. Increase the scope of work in this contract to complete.

FINANCIAL IMPLICATIONS:

The cost of the extra work is between \$100,000 and \$120,000 and is covered in phase II. Putting it into a later contract will likely increase the overall cost of phase II. Both phase I and phase II of the sewage treatment facility have been funded through grants, DCC's and sewer reserves.

LEGAL IMPLICATIONS:

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

RESOURCE IMPLICATIONS:

ALIGNMENT WITH STRATEGIC PRIORITIES:

Sewer Treatment is the number one strategic priority

SUMMARY:

Due to a need for over-excavation and installation of extra soil anchors to make the headworks structure meet seismic requirements, and to include additional works to the contract, an increase of up to \$200,000 is required in the contract to Rocky Point Metalcraft Ltd.

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

"None".



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Joe Friesenhan, Director of Public Works
Date: January 29, 2010
File No:

Re: SURVEYING TENDER

RECOMMENDATION(S):

That Council extend the contact for McCallan Construction Surveys for the same rates as tendered in 2009 for the 2010 construction year.

PURPOSE:

To extend the 2009 survey tender for the 2010 construction season.

INTRODUCTION/BACKGROUND:

As part of the annual tender package in 2009, McCallan Construction Surveys was awarded the tender for the surveying requirements for the year. We have received a letter from Mr. McCallan offering the same rates for his services tendered in 2009 for the 2010 construction season.

SCOPE OF WORK:

ALTERNATIVES:

1. Tender for the survey services for the 2010 season
2. Extend the 2009 contract for t the 2010 season

FINANCIAL IMPLICATIONS:

The cost for the services is included in the various construction projects

LEGAL IMPLICATIONS:

Our contracts allow for an extension upon mutual agreement from both parties

CITIZEN/PUBLIC RELATIONS IMPLICATIONS:

INTERDEPARTMENTAL INVOLVEMENT/IMPLICATIONS:

RESOURCE IMPLICATIONS:

ALIGNMENT WITH STRATEGIC PRIORITIES:

SUMMARY:

We have received a letter from McCallan Construction Surveys offering to provide their surveying services for the same rates as awarded in the 2009 tender award.

I concur with the recommendation.

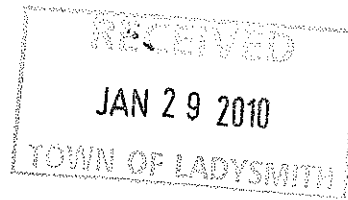


Ruth Malli, City Manager

ATTACHMENTS:

Letter from McCallan Construction Surveys.

January 29, 2010



To: Joe Friesenhan, Director of Public Works, Town of Ladysmith

Re: Schedule of Rates for Survey Services

McCallan Construction Survey Ltd. has kept the same Schedule of Rates for 2010 as we had in 2009, there have been no changes, and we will honor the 2009 Rates for the Survey Work required through 2010.

Best Regards: Dave McCallan, ASCT, RSIS

McCallan Construction Survey Ltd.
PO Box 981, Ladysmith, B.C., V9G1A7
Tel. 250-245-7650
Fax 250-245-7640
E-mail: mcsurvey@telus.net



Town of Ladysmith
STAFF REPORT

To: Ruth Malli, City Manager
From: Sandy Bowden, Director of Corporate Services
Date: January 25, 2010
File No: 3900-30 (No. 1707)

Re: Reserve Funds Expenditure Bylaw – Cemetery Care

RECOMMENDATION(S):

That Council give the Town of Ladysmith Cemetery Care Trust Funds Appropriation Bylaw 2010, No. 1707 first, second and third readings.

PURPOSE:

The purpose of this bylaw is to authorize the transfer of up to \$7,700.00 from the Cemetery Care Trust Fund to the General Revenue Fund to provide for the cemetery.

SUMMARY:

The bylaw may be introduced and read a first, second and third time at the February 1, 2010 Council meeting

I concur with the recommendation.



Ruth Malli, City Manager

ATTACHMENTS:

Cemetery Care Trust Fund Appropriation Bylaw 2010, No. 1707.

TOWN OF LADYSMITH

BYLAW NO. 1707

A bylaw to appropriate monies from the Cemetery Care Trust Fund.

WHEREAS the sum of \$138,676.29 is on deposit in the Cemetery Care Trust Fund; and

WHEREAS it is deemed necessary to appropriate the sum of up to \$7,700.00 from the Cemetery Care Fund for the purpose of the Cemetery; and

NOW THEREFORE the Council of the Town of Ladysmith in open meeting assembled enacts as follows:

1. The sum of up to seven thousand seven hundred dollars (\$7,700.00) is hereby appropriated from the Cemetery Care Trust Fund and transferred to the General Revenue Fund to provide for the cemetery.
2. This bylaw may be cited as the "Cemetery Care Trust Fund Appropriation Bylaw 2010, No. 1707".

READ A FIRST TIME on the _____ day of _____, 2010

READ A SECOND TIME on the _____ day of _____, 2010

READ A THIRD TIME on the _____ day of _____, 2010

ADOPTED on the _____ day of _____, 2010

Mayor (R. Hutchins)

Corporate Officer (S. Bowden)

COASTAL ANIMAL CONTROL SERVICES OF BC LTD

2202 Herd Rd. Duncan, BC. V9L 6A6

(250) 748-3395

TOWN OF LADYSMITH POUND REPORT

December, 2009

| Disposition of Impounded Dogs | Current Month | 2009 Totals | |
|---|----------------------|--------------------|------------|
| Stray dogs impounded | 1 | 10 | |
| Stray dogs claimed | 1 | 9 | |
| Stray dogs put up for adoption | 0 | 1 | |
| Stray dogs euthanized | 0 | 0 | |
| Stray livestock / cats | 0 | 0 | |
| Calls Received and Investigated | 7 | 82 | |
| Aggressive dogs | 3 | 13 | |
| Dogs at large | 3 | 45 | |
| Noise (barking) complaints | 0 | 17 | |
| Other non specific dog related calls | 1 | 7 | |
| Wildlife / livestock / cats | 0 | 0 | |
| Monthly Pound and Board Fees Collected | \$40.00 | \$985.00 | |
| Impound fees | \$30.00 | \$780.00 | |
| Daily board fees | \$10.00 | \$205.00 | |
| Tickets issued | 0 | 3 | |
| Unlicenced dog | \$0 | \$0 | |
| Dog at large | \$0 | \$200.00 | |
| Dangerous dog at large | \$0 | \$0 | |
| Habitually noisy | \$0 | \$100.00 | |
| Licencing Statistics | Tags | 0 | 875 |
| | Revenue | 0 | \$20500.00 |

Trevor Hughes

RECEIVED

JAN 13 2010

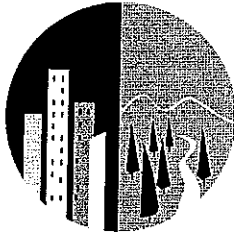
Coastal Animal Control Services of BC Ltd

CAS Summary of Service Calls, Ladysmith

7 calls in total

01-Dec-09 to 31-Dec-09

| Issue | Call # | Received | Type | Completed |
|-------------------|--------|-----------|--------|-----------|
| Aggressive | | 3 | | |
| | 736 | 10-Dec-09 | Dog | |
| | 734 | 02-Dec-09 | Dog | 02-Dec-09 |
| | 733 | 01-Dec-09 | Dog | 02-Dec-09 |
| At large | | 1 | | |
| | 737 | 18-Dec-09 | Dog | 22-Dec-09 |
| Confined | | 2 | | |
| | 738 | 29-Dec-09 | Dog | 29-Dec-09 |
| | 732 | 01-Dec-09 | Dog | 02-Dec-09 |
| Other | | 1 | | |
| | 735 | 07-Dec-09 | Uknown | 09-Dec-09 |



January 15, 2010

Ruth Malli
City Manager
Town of Ladysmith
410 Esplanade, PO Box 220
Ladysmith, BC V9G 1A2

Dear Ruth Malli,

**Local Government Management Internship Program
Conditional Grant Agreement and Next Steps**

Enclosed for your review and completion is the Conditional Grant Agreement, which sets out the terms and conditions of the grant to host a management intern under the Local Government Management Internship Program.

As specified in the Conditional Grant Agreement, as host local government you will be receiving a grant of \$36,000. The funding will cover two components of the internship: \$27,000 for salaries and benefits and \$9,000 for expenses, such as mandatory training and travel. Your local government will receive 75% of the grant by April 30, 2010 with the remaining 25% paid at the end of the internship upon submission of a final report. We will require a copy of the signed employment contract by no later than April 15 in order to give sufficient time to process the grant.

For your information, the next phase in the program will be the selection of interns. Interested intern candidates have until February 1, 2010 to complete and submit their applications to the LGMA. The LGMA will review all the applications and provide a short-list of suitable candidates to the 5 selected host local governments. This will be made available to you by mid February. The final matching of the intern to a host local government will be through an interview, conducted by the host local government. As host local government, you are in the best position to determine who will be the most suitable candidate to work as an intern in your community. Therefore, all aspects of intern selection process, beyond receipt of the initial short-list of candidates, will be undertaken

LOCAL GOVERNMENT MANAGEMENT ASSOCIATION
OF BRITISH COLUMBIA

by the host local government. I have sample interview questions from previous intern interviews that I can provide if you desire. I ask that you keep me informed of your short-list and interview process so I can advise those applicants who are not selected for interviews.

Host local governments may be competing from the short-list of candidates, depending on the communities candidates have indicated an interest in working in. In making a decision to select an offer, candidates will need to consider, in addition to the compensation package, the proposed Workplan, the location and cost of living of the community, the amenities available in the community, the size of the local government, the background and experiences of the mentor and the training opportunities.

The host local government must advise the LGMA of its final intern selection by April 1, 2010, although I would encourage you to make your selection in advance of that in order to secure the best candidates, many who are completing their academic studies in April and who are seeking employment security in advance of that time. Upon acceptance of the internship by the candidate, the host local government and intern will sign a contract for employment that will set out the salary and expectations for the position. A sample intern employment contract is available from the LGMA which I will make available to you. The choice to use your own contract or the sample LGMA contract is yours. However, there are some specific provisions that are required in the contract, including program reporting out requirements for the intern and a mediation role for the program coordinator in the unlikely event that the intern or mentor are considering terminating the relationship in advance of completion of the internship.

For your information, the intern application information and package is available on the LGMA's website and can be viewed at [Intern Application Information](#). You may find this information interesting as it sets out the criteria for consideration as an intern as well as expectations for the internship. Applicants are asked to indicate their preferred host local governments and if they are willing to relocate. This will be a critical consideration when short-listing candidates for interviews, as prospective interns need to understand the expectation that they will be working on site of the host local government offices in order to gain the full benefit and understanding of local government operations.

The Internship Program will be holding an Orientation session for management interns and mentors on April 19 and 20 in Victoria. This orientation provides the opportunity for the interns and mentors to establish a relationship with each other prior to starting the internship, make contact with others participating in the program as well as develop an understanding of expectations of the program. I will be setting up a conference call with this year's mentors in the near future to introduce myself and discuss this session in more detail.

Please contact me if you have any questions about the enclosed Agreement. Once the Agreement has been signed off by both the local government and LGMA, we will work closely with you to finalize any outstanding items in the proposed intern Workplan. I look forward to working with you to make this a rewarding and exciting experience for both your local government and the intern.

Yours truly,



Elizabeth Brennan
Program Coordinator

Enclosure

pc: Sandy Bowden, Director of Corporate Services
Town of Ladysmith



Ministry of
Community and
Rural Development

LOCAL GOVERNMENT MANAGEMENT INTERNSHIP PROGRAM CONDITIONAL GRANT AGREEMENT

THIS AGREEMENT dated for reference the day of , 20__

BETWEEN:

**LOCAL GOVERNMENT MANAGEMENT ASSOCIATION OF
BRITISH COLUMBIA**

7th Floor, 620 View Street
Victoria, British Columbia
V8W 1J6

(hereinafter referred to as "the LGMA")

OF THE FIRST PART

AND:

[LOCAL GOVERNMENT] OF X
Address

(hereinafter referred to as "the Local Government")

OF THE SECOND PART

WHEREAS the Local Government Management Internship Program Advisory Committee, comprised of representatives from the Local Government Management Association, the Ministry of Community and Rural Development and the Municipal Finance Authority, has approved the Local Government's grant application and has agreed to make a one-time conditional grant in the amount of **THIRTY SIX THOUSAND DOLLARS (\$36,000)** (hereinafter called "**the Grant**") to the Local Government pursuant to the authority under the Local Government Management Internship Program to permit the hiring by the Local Government of a management intern (the "**Intern**");

WHEREAS the Local Government Management Association (LGMA) is responsible for administering the Local Government Management Internship Program on behalf of the Advisory Committee;

AND WHEREAS the LGMA and Local Government are entering into a Conditional Grant Agreement (hereinafter called "the Agreement") governing the use and purpose of the Grant.

Preamble:

The Local Government Management Internship Program partners, comprised of the Ministry of Community and Rural Development, the Municipal Finance Authority and the LGMA are supportive of the Local Government Management Internship Program that is intended to attract recent post secondary graduates into local government administration by providing them with a year-long management training opportunity. The Local Government Management Internship Program is intended to build and strengthen local government administration in British Columbia.

The parties agree as follows:

1. The LGMA shall:
 - (a) subject to the provisions of the Agreement, pay the Local Government a one-time conditional grant in the amount of **THIRTY SIX THOUSAND DOLLARS (\$36,000)**, to carry out the Project as set out in Schedule "A" (hereinafter called "**the Project**") as attached hereto and forming a part of this Agreement;
 - (b) provide the Grant to the Local Government in two instalments: 75% of the grant shall be paid to the Local Government by April 30th in the year the Intern commences work for the Local Government; the remaining 25% shall be paid upon submission of the final report from the Local Government;
 - (c) have the right to conduct an evaluation or audit of the Project at any time, with any costs to be deducted from that portion of the conditional grant held by the LGMA until submission of the final report; and
 - (d) have the right to publish and distribute any report submitted by the Local Government to the Local Government Management Internship Program Advisory Committee on the Project.

2. The Local Government shall:
 - (a) carry out the Project as set out in Schedule "A" without material alteration;
 - (b) use the entire amount of the Grant for the purpose of carrying out the Project;
 - (c) apply any income earned on the Grant to the Project;
 - (d) complete the Project and use the Grant, including any income earned thereon, by the end of one year following the start of the internship or by June 29, one year following the start of the internship, whichever comes first;
 - (e) be responsible for any cost overruns incurred in carrying out the Project;

- (f) notify and seek approval from the LGMA in writing of any significant changes in the circumstances that may affect the Project time lines specified in sub-clause 2(d) above;
 - (g) submit a **final report** to the Local Government Management Internship Advisory Committee's satisfaction, **within 30 days after the completion of the Project**, that provides a sign-off of the Intern's summary of the activities undertaken in the internship year relative to the Workplan, an evaluation of the Intern's competencies in the field of local government administration and a program evaluation of the Internship Program with recommendations for Program enhancements;
 - (h) submit Project financial statements to the LGMA's reasonable satisfaction, within 30 days after the completion of the Project, to confirm that the Grant was used for the Project and within the timeline specified in sub-clause 2(d) above;
 - (i) carry out the Project in accordance with all laws, regulations and generally accepted standards applicable to the Project and, without limiting the generality of the foregoing, the employment of the Intern;
 - (j) ensure that all personnel involved in the Project are suitably qualified; and
 - (k) refund any unexpended portion of the Grant together with any interest earned on the Grant and any amounts expended for purposes other than for those specified in this Agreement to the LGMA.
3. The Local Government represents and warrants to the LGMA that the execution of the Agreement has been duly and validly authorized by the Local Government in accordance with all applicable laws.
 4. If the Local Government does not meet all of its obligations under this Agreement, or uses the Grant for any unauthorized purpose, the LGMA will notify the Local Government of such breach in writing and the Local Government will have 20 days to remedy such breach. If, in the opinion of the LGMA, acting reasonably, the Local Government has not remedied the breach within 20 days, or such other time as may be agreed by the parties, the LGMA may terminate the Agreement without further notice to the Local Government and demand the immediate refund of the full amount of the Grant, or such lesser amount as the LGMA may determine, to the LGMA.
 5. The Local Government must terminate this Agreement, upon notification to the LGMA, if the Intern has left employment with the Local Government under the terms of the employment agreement between the Local Government and Intern. Notice must be provided by the Local Government to the LGMA within 30 days of termination of the Intern. The Local Government shall only use the Grant to pay reasonable wind-down costs and committed expenses related to the Project. Immediately upon termination of this agreement, the Local Government must return any unexpended portion of the grant to the LGMA.
 6. This Agreement shall come into effect on the date that the LGMA signs the Agreement.

7. This Agreement shall cease to be in effect on the date that the Local Government has met all provisions of this Agreement, unless terminated earlier by the Local Government in accordance with this Agreement.
8. Amendments to this Agreement, including changes to Schedule "A", may be necessary from time to time and may be initiated by either the LGMA or the Local Government in writing and shall be agreed upon by both parties.
9. The LGMA and the Local Government acknowledge that the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") applies to the information generated, collected or provided under this Agreement, and will comply with its provisions.
10. The Local Government will indemnify and hold harmless the LGMA, its employees and agents against any claim, demand, action, suit or proceeding that may at any time be brought against the LGMA, its employees or agents arising out of the Project including, without limitation, the employment of the Intern or the breach of this Agreement by the Local Government.
11. The Agreement, including the attached Schedule "A" is the entire Agreement between the LGMA and the Local Government with respect to the Grant from the LGMA for the Project. There are no other agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.
12. The following clauses shall survive conclusion or termination of this Agreement:
 - a. FOIPPA – Clause 9,
 - b. Indemnity – Clause 10, and
 - c. Entire Agreement – Clause 11.
13. Any notice under this Agreement shall be deemed to be given to the other party if in writing and personally delivered, sent by prepaid registered mail, sent by facsimile transmission, or e-mailed to the addressees as follows:

Local Government Management Association of BC

c/o Program Coordinator, Local Government Management Internship Program
7th Floor, 620 View Street

Victoria, British Columbia

V8W 1J6

Fax: (250) 383-4879

Email: ebrennan@lgma.ca

The Local Government

c/o Chief Administrative Officer

Legal Name

Address

Fax:

E-mail:

- 14. The rights, remedies, and privileges of the LGMA under this Agreement are cumulative and any one or more may be exercised.
- 15. If any portion of this Agreement is deemed illegal or invalid, then that portion of the Agreement shall be deemed to have been severed from the remainder of the Agreement and the remainder of the Agreement shall be enforceable.
- 16. This Agreement is binding upon the parties and their successors.
- 17. The parties agree that this Agreement will be governed by the laws of the Province of British Columbia.

The parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

IN WITNESS WHEREOF this agreement has been executed on the date and in the manner hereinafter appearing.

LOCAL GOVERNMENT)
 MANAGEMENT ASSOCIATION OF)
 BRITISH COLUMBIA in the presence)
 of)

SIGNED, SEALED AND DELIVERED
 in the presence of

 Authorized Signatory

 Witness signature

 Date

LOCAL GOVERNMENT OF X in
the presence of

Chief Administrative Officer

Date

)
)
)
)
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)
)
)
)
)
)

SIGNED, SEALED AND DELIVERED
in the presence of

Witness signature

**Schedule A
Terms of Reference**

Local Government Management Internship Program

The Local Government agrees to:

1. Develop a customized Workplan to the satisfaction of the LGMA. The Workplan is to provide a framework for ensuring the Intern is exposed to a variety of local government duties, and gain an understanding of local government structures and operations.
2. Use the Workplan developed under (1) to guide Intern activities for the duration of the internship.
3. Recruit an Intern from the short list of candidates provided by the LGMA.
4. Inform the LGMA of the date the Intern commences employment.
5. Permit the Intern's attendance at all Local Government Management Internship Program training sessions and/or workshops facilitated by the LGMA, including participation in an orientation session, MATI Foundations and an executive training program in Victoria.
6. Appoint a senior employee to act as mentor for the Intern over the period of the internship.
7. Expend the total amount of the grant for the purposes of providing the Intern a comprehensive training opportunity. A grant of \$36,000 is provided to each host local government. Funding must be used for salary and benefits (\$27,000) and expenses (\$9,000).

Note: As indicated in Sub-clause 2(k) of this Agreement, any funds not fully expended by the end of the internship year must be returned to the LGMA together with interest (if any) earned on the money.

Eligible Expenses for Internship Grant

| | Notes |
|--|--|
| Salary Maximum: \$27,000 | Benefits must be paid out of the \$27,000 salary portion of the grant. |
| Expenses Maximum: \$9,000 | Each host local government is provided \$9,000 to be used to cover expenses incurred by its Intern during the year. Allocation of these expenses shall be used to cover the costs associated with the required Program training sessions. No part of the \$9,000 expense portion can be allocated to salary or benefits. |
| Required: Local Government Management Internship Program Orientation | An orientation session for the Intern is a required part of the Management Internship Program. The expenses component of the grant shall be allocated to expenses associated with attending this orientation (e.g. accommodation, parking expenses, mileage). |
| Required: MATI Foundations | Interns are required to attend the week long MATI Foundations in Victoria as part of the Management Internship Program. The expenses component of the grant shall be allocated to expenses associated with this program (registration and living expenses, and travel). |
| Required: Local Government Management Internship Program Executive Training | An executive training program for the Intern is a required part of the Management Internship Program. The expenses component of the grant shall be allocated to expenses associated with attending this training (e.g. accommodation, parking, expenses, mileage). |