



CITY OF VANCOUVER

ADMINISTRATIVE REPORT

Report Date: November 8, 2005
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Meeting Date: December 15, 2005

TO: Standing Committee on City Services and Budgets

FROM: Director of Social Planning and General Manager of Corporate Services

SUBJECT: Contract for Services Agreement:
Britannia Community Services Centre Society

RECOMMENDATION

- A. THAT Council approve a grant of \$7,500 to Britannia Community Services Centre Society toward the salary and benefit costs of the Britannia Latin American Youth Outreach Worker and the Vietnamese Seniors Worker; source of funds being the unallocated balance in the 2005 Community Services Grants Budget.
- B. THAT Council authorize the Director of Legal Services to finalize and execute a Contract for Services Agreement with Britannia Community Services Centre Society, generally as described in this report, at an annual estimated cost of \$102,800 based on 2006 wage and benefits. Funding to be provided by a reallocation of \$97,500 from the 2006 Community Services Grants Budget to the Britannia Operating Budget and an additional \$5,300 to be added to the 2006 Britannia Operating budget without offset. Subsequent year wage increases to be funded on the basis of the City's budget process.

CITY MANAGER'S COMMENTS

The City Manager recommends approval of the foregoing recommendations.

COUNCIL POLICY

Approval of a grant requires eight affirmative votes.

On April 28, 2005, Council instructed staff to prepare a contract for services agreement with Britannia Community Services Centre, analogous to the Ray-Cam Co-operative Association, for the two funded positions, and with the grants providing interim funding until such an agreement is finalized.

SUMMARY & PURPOSE

This report recommends that the City enter into a Contract for Services Agreement with Britannia Community Services Centre Society to provide the salary and benefit costs of a Latin American Youth worker and Vietnamese Seniors worker.

BACKGROUND

The City has been providing Community Services Grants to Britannia Community Services Centre Society for a Latin American Youth Worker and Vietnamese Seniors Worker, for a number of years. Britannia took on the administration of these grants at the request of Social Planning and in response to needs which had been identified in the community. The two staff are employees of Britannia. Prior to 2003, the City grant covered the major portion of salaries and benefits. In 2003, Britannia requested the full amount of salary and benefit costs, in accordance with the CUPE 15 contract. However, as a grant program, the Community Services Grants does not have the ability to respond to individual contract settlements of funded organizations. Further, in cases such as this where the CSG program supports a number of youth and seniors' workers in different community organizations, Social Planning staff attempt to maintain equitable levels of grant funding to organizations delivering the same type of program.

Britannia has been paying the program and all other non-salary costs, and will continue to do so, but is not able to continue carrying additional salary and benefit costs. The Society has been a responsible administrator of the programs, which continue to be important for the community. A new method of supporting the programs is needed.

This issue was discussed with Council during the 2005 Community Services Grants reconsideration process. Staff noted three options at this time:

1. Transfer funds to the Britannia Operating Budget.
2. Transfer the grant to another non-profit.
3. Establish a fee for service contract with Britannia, similar to that done with Ray-Cam a number of years ago, when similar problems arose.

Staff have examined possibility of transferring the grant to another agency but have concluded that because the service needs remain centred in the Grandview-Woodlands area, Britannia is still the logical and perhaps the only local organization with the interest in, and ability to carry out, this work.

Council instructed staff to prepare a Contract for Services Agreement with Britannia analogous to the agreement with Ray-Cam Cooperative Association, for the two positions.

DISCUSSION

There are two key issues that need to be addressed in the proposed Contract for Services Agreement: the source of funding for salary increments and contract settlements in 2006 and beyond, and the provision of a means for the Director of Social Planning to periodically re-assess the need for the two positions.

In 2003 and 2004, the Community Services Grants funding for the two positions at Britannia was significantly lower than the total salary and benefit costs. In 2005, because of additional funding allocated to the Community Services Grant program, staff were able to recommend a total of \$90,000 for the two positions. This amount, together with the additional \$7,500 recommended in this report, covers total salary and benefit costs for 2005. The Community Services Grant Budget is normally increased only to account for inflation and has no capacity for ongoing response to contract settlements of any of its funded agencies. This report, therefore, proposes that \$97,500 be transferred from the 2006 Community Services Grants Budget to the Britannia Operating Budget with an additional \$5,300 to be added to the 2006 Britannia Operating budget without offset to cover total salary and benefit costs for 2006.

A periodic review of the need for the two positions is important because these positions are unique and were created to provide language-specific and culturally appropriate services in two high-need communities. A mechanism is needed to ensure that the funding continues to support these two positions as long as the need for a Latin American Youth Worker and Vietnamese Seniors Worker is strong, or to re-direct the funding for similar culturally appropriate services, should community needs shift. The proposed Contract for Services Agreement provides such a review mechanism.

The recommended Contract for Services Agreement (APPENDIX A) has the following terms:

1. The term of the agreement is three years, commencing January 1, 2006.
2. The City agrees to pay the wage and benefit costs of the two staff positions.
3. Britannia Community Services Centre Society agrees to pay all administrative, program and other non-salary costs for the two positions.
4. Britannia will provide an annual report on the activities of each staff to the satisfaction of the Director of Social Planning
5. During the term of the agreement, any changes to the services provided, whether recommended by the Director of Social Planning or requested by Britannia, require Council approval.

Prior to renewal of the term of this agreement, the Director of Social Planning and General Manager of Corporate Services will report to Council on the continued relevance of the services.

FINANCIAL IMPLICATIONS

Funding for the two noted positions historically has not reflected the full salary costs of the positions such that the balance, of approximately \$12,300, was absorbed by Britannia Community Centre. Earlier in 2005, the Community Services Grant was proportionately

increased to \$90,000, reducing the gap to \$7,500. Recommendation A requests Council to allocate further funding to eliminate this gap in 2005.

The Service Agreement would require funding for the two positions of \$102,800 in 2006, based on collective bargaining increases. Funding is to be provided from a permanent reallocation of \$97,500 from the 2006 Community Services Grant budget to the 2006 Britannia Operating Budget, while the balance \$5,300 is added to the 2006 Britannia Operating Budget without offset. Subsequent year funding will follow regular budget processes, with wage increments being automatically funded without offset.

	2004	2005	2006
Total Salary and benefit costs	\$91,300	\$97,500	\$102,800

Funding Plan:

Community Services Grants	\$79,000	\$90,000 \$7,500	\$97,500 ¹
Budget Increase without offset			\$5,300
Funded by Britannia Community Services Centre Society	\$12,300	0	0

¹ Permanent reallocation of funds from Community Services Grants to Britannia Operating Budget

CONCLUSION

Approval of a Contract for Services Agreement will enable continuation of needed services provided by the Britannia Latin American Youth Worker and Vietnamese Seniors Worker.

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SERVICES AGREEMENT

THIS AGREEMENT made effective January 1, 2006,

BETWEEN:

CITY OF VANCOUVER,
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

(the "City")

AND:

THE BRITANNIA COMMUNITY SERVICES CENTRE SOCIETY
(Incorporation No: S-11186)
1661 Napier Street
Vancouver, British Columbia
V5L 4X4

("Britannia")

BACKGROUND:

- A. Britannia delivers Applicable Services as defined in Section 2 of this Agreement to the residents of the City of Vancouver;
- B. The City agrees that a significant public benefit is derived from the Applicable Services;
- C. The City plays a significant role in the establishment of wages and benefits of Britannia's employees through negotiations with the Canadian Union of Public Employees ("CUPE Local 15");
- D. Funding for Applicable Services from sources other than the City is insufficient to meet the full costs of the Applicable Services;
- E. Britannia has agreed to provide the Applicable Services and the City has agreed to provide financial support for the Applicable Services by supporting the required wage

and benefit costs for the two (2) staff positions (the "Two Staff Positions"), at the Britannia Community Centre, listed in Appendix "A" attached to this Agreement, being the Latin-American Youth Outreach Worker and the Vietnamese Seniors Worker, in accordance with the terms and conditions of this Agreement; and

- F. Britannia will endeavour to secure funds, from sources other than the City, to pay all costs for the Applicable Services other than wages and benefits.

NOW THEREFORE, for valuable and sufficient consideration, which each of the parties expressly acknowledges having received, the parties agree as follows:

1. TERM

The term ("Term") of this Agreement is three (3) years from January 1, 2006 to December 31, 2008.

2. APPLICABLE SERVICES

Britannia will, in a manner acceptable to the City, have the Two Staff Positions provide the following services:

- (a) Latin-American Youth Outreach services including a broad range of recreational, social, leadership, life-skills and integration programs to at risk Latin-American youth and their families; and
- (b) Vietnamese Senior Outreach services including a broad range of recreational, social, cultural, educational and integration opportunities to Vietnamese seniors and their families aimed to reach out to Vietnamese seniors who are in need of social and emotional support by providing opportunities for social integration to reduce isolation and to assist the Vietnamese seniors in accessing mainstream services,

(collectively referred to herein as the "Applicable Services").

3. ELIGIBLE COSTS

3.1 The City's financial support to Britannia under the terms of this Agreement, will apply to the total wage and benefit costs (the "Eligible Costs") of the Two Staff Positions, as specified in Appendix "A".

3.2 Britannia will be responsible for providing or obtaining the funding for any and all costs for Applicable Services and the Two Staff Positions which are not eligible for City financial support.

3.3 The wage and benefit costs eligible for City funding in accordance with this Section will be as specified in the Collective Agreement between Britannia and CUPE Local 15, or any other agreement entered into by the City or applicable legislation which establishes or changes wage or benefit costs for the Two Staff Positions.

4. REPORTING

- 4.1 On June 1st of each year, Britannia will submit a report, to the satisfaction of the Director of Social Planning, on the activities of the two staff positions.
- 4.2 The Director of Social Planning will review the activities of the two staff positions annually and advise Corporate Budget Services on the continued relevance of the Applicable Services. Any amendments to the Applicable Services recommended by the Director of Social Planning will be reported to Council, for Council approval.
- 4.3 Prior to renewal of the term of this agreement, the Director of Social Planning will report to Council on the continued relevance of the Applicable Services, and any recommended changes to these services.

5. FINANCIAL REPORTING AND PAYMENT

- 5.1 That under this agreement, all financial responsibilities for the City and Britannia be covered by Article III - Financial Statements and Budget, of the Master Agreement dated June 2, 1982.

6. BRITANNIA'S OBLIGATION TO IMPLEMENT

- 6.1 Britannia will implement as quickly as possible, following City approval of required funding, any decisions made by the City regarding the wages, benefits or working conditions of the Two Staff Positions, including carrying out the City's instructions regarding the implementation of agreements reached between the City and Cupe Local 15, on behalf of Britannia.

7. CANCELLATION OF PROGRAM OR FUNDING

- 7.1 If any of the Applicable Services are cancelled by Britannia, or this Agreement is terminated, Britannia will return to the City any portion of the instalment or special supplemental payment which is not irrevocably committed or spent as of the date of such cancellation, funding withdrawal or termination of the Agreement, as the case may be.

8 AMENDMENTS TO THE LIST OF APPLICABLE SERVICES AND ELIGIBLE PROGRAM COSTS

- 8.1 Britannia may submit a written request, at any time during the fifth month of each calendar year within the Term to amend the list of Applicable Services and associated Eligible Costs. This request will be accompanied with a full description of the new or amended program and a complete program budget. The request, along with advice from the Director of Social Planning, will be reported to City Council, which will decide whether or not to approve the request.
- 8.2 Any approved amendments to the Applicable Services or Eligible Costs will take effect beginning the year following the year which the request for changes was submitted.
- 8.3 Appendix "A" will be amended at the beginning of each year, if necessary, to reflect any approved amendments to the Eligible Costs.
- 8.4 Britannia may provide services and programs not referenced in this Agreement and Britannia hereby acknowledges that the City shall not be obligated to provide financial support of such services and programs.
- 8.5 The Applicable Services (or as same are amended in accordance with this Section) will be reviewed, at least once during the Term, by the Director of Social Planning, in consultation with Britannia and any significant changes, problems or opportunities may be reported to City Council, at the request of either party.

9. TERMINATION

- 9.1 This Agreement will terminate if Britannia declares bankruptcy or becomes financially insolvent
- 9.2 If the City is of the opinion that Britannia has breached the terms and conditions of this Agreement, City representatives will meet as soon as possible with Britannia's Board of Management in an attempt to resolve the issue.

9.3 If the Britannia Board of Management is of the opinion that there has been no breach of the Agreement or is not in agreement with the proposed solution, the situation will be reported to City Council.

9.4 City Council may decide that no breach has occurred, or that there has been a breach and that Britannia must remedy the situation within a time specified by Council or that this Agreement will be terminated.

10. ASSIGNMENT/SUBCONTRACTING

10.1 Britannia agrees not to assign or subcontract any obligation or right of Britannia under this Agreement.

11. NOTICES

11.1 All notices, demands or requests of any kind, which the City or Britannia may be required or permitted to give to the other in connection with this Agreement, will be in writing and may be served on the other party by registered mail, by telecopier or by personal service, at the addresses set out on page one. Service of that notice, demand or request is deemed complete:

3.2.1 if made by registered mail, 72 hours after the time of mailing, except where there is a postal service disruption during that period;

3.2.2 if made by telecopy, on the first business day after the date when that telecopy is transmitted; and

3.2.3 if made by personal service, upon that personal service being effected.

12. INTERPRETATION

12.1 The following provisions will apply to this Agreement:

3.2.4 sections and headings are for convenient reference and are not to affect the meaning of the provisions;

3.2.5 use of the singular or masculine includes the plural, feminine or body corporate, and vice versa;

3.2.6 the laws of British Columbia are to govern its interpretation and enforcement;

3.2.7 all currency references are to Canadian dollars;

3.2.8 waiver of a default by the City or failure or delay by the City in exercising a right or remedy does not mean that the City waives any other default or that the City has waived its right to exercise such right or remedy; and

3.2.9 no amendment is to have any force or effect unless the City and Britannia have signed it.

13 CONTINUING EFFECT

13.1 This Agreement will bind each of the parties, their successors and permitted assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER, by its
authorized signatory:

BRITANNIA COMMUNITY SERVICES CENTRE SOCIETY,
by its authorized signatory(ies):

INSERT INFORMATION REQUIRED REGARDING
ELIGIBLE COSTS OF TWO STAFF POSITIONS

Eligible costs (based on 2005 payroll)

Latin American Youth Worker \$46,778 (pay grade 16, step 4 for 6 months;
paygrade 16, step 5 for 6 months, plus 18.58% benefits)

Vietnamese Worker \$50,690 (paygrade 18, step 4 for 6 months; pay
grade 18 step 5 for 6 months, plus 18.58% benefits)