

Green Jobs Initiative Subsidy Agreement

BETWEEN:

Canadian Parks and Recreation Association
(hereinafter called the "CPRA")

OF THE FIRST PART

- and -

County of Brant
(hereinafter called the "COB")

OF THE SECOND PART

WHEREAS

- 1) The CPRA has entered into a partnership with the Canadian Federal Government under the Green Jobs Initiative. Under the Green Jobs Initiative, the CPRA, with assistance from the Canadian Federal Government, will subsidize the creation of green jobs across the country.
- 2) The COB is participating in the Green Jobs Initiative, and the CPRA will be subsidizing certain jobs within the COB.
- 3) This Green Jobs Initiative Subsidy Agreement governs the terms and conditions of that subsidy and relationship between the CPRA and COB.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, and the sum of Two Dollars (\$2.00) of lawful money of Canada now paid by each of the parties hereto to the other, and other good and valuable consideration, receipt whereof is by them acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 In this agreement:

- (a) "Agreement" or "this Agreement" shall refer to this Green Jobs Initiative Subsidy Agreement.

- (b) "Business Day" means a day other than a Saturday or Sunday or statutory holiday in Ottawa, Ontario.
- (c) "Participant(s)" means the individual(s) employed in the position(s) to which the subsidy or subsidies are being applied.
- (d) "Position(s)" means the job(s)/position(s) within the COB's organization to which the subsidy or subsidies are being applied.
- (e) "Work Term" means the time period in which the Participant is employed by the COB.

ARTICLE 2 - GREEN JOBS

- 2.1 COB has undergone an application and evaluation procedure to qualify for the Green Jobs Initiative. The Positions subsidized under this Agreement must be identical to those identified in the application and evaluation process. Any change or deviation from the initial application must be approved in writing by the CPRA.
- 2.2 The COB will evaluate and select the Participant(s). The COB will notify the CPRA of the selected Participant within five (5) Business Days of the Participant being hired.
- 2.3 The COB shall be responsible for the payment of all wages and salary to the Participant and shall make all required statutory deductions.
- 2.4 The COB will generally manage the employment/contract status of the Participant. This includes but is not limited to the COB having the ability to terminate the employment/contract of the Participant.
- 2.5 The COB is to notify the CPRA of any change in the Participant's employment status within five (5) Business Days.
- 2.6 In the event of any change in or to the employment of the Participant with the COB, the CPRA may terminate this Agreement without notice or any penalty.

ARTICLE 3 - SUBSIDY

- 3.1 The CPRA will subsidize the COB for the job/positions as outlined in Schedule 3.1
- 3.2 The Subsidy will cover 50% of provincial/territorial wages and mandatory employment related costs (MERCs) incurred by COB during the Work Term. The maximum Subsidy amount is \$5,712.00 per Participant for the entirety of that Participant's Work Term.

3.3 Payment of Subsidy

- (a) Payment of the Subsidy will not be made in advance. To receive payment of the Subsidy, the COB is required to submit a claim (in the manner and form as directed by the CPRA) to the CPRA detailing the Participant's actual wages paid.
- (b) The CPRA will verify that the Participant worked for the COB for the period that the wages were paid.
- (c) Upon a successful verification, the CPRA will transmit payment the COB. The CPRA will endeavour to pay the COB promptly, but provides no guarantee or timeline as to when payment of the Subsidy will be completed.
- (d) In the event of overpayment, unexpended balances, or later determination by CPRA that any portion of the Subsidy was for an ineligible purpose, COB shall repay those applicable funds the the CPRA. Alternatively, the CPRA may deduct such excess payments from an subsequent Subsidy payment.

ARTICLE 4 - EMPLOYMENT/CONTRACT STATUS

- 4.1 The Participant will at all times remain an employee/contractor of the COB. Under no circumstances, will the Participant be considered an employee of the CPRA.
- 4.2 The COB will comply will all relevant employment legislation regarding the Participant.
- 4.3 Except in the case of non-payment of the Subsidy in accordance with this Agreement, the COB hereby indemnifies and holds harmless the CPRA and the Canadian Federal Government (however legally designated) for any and all of and from any and all debts, dues, accounts, obligations, liabilities, covenants, agreements, actions, causes of action, claims and demands whatsoever made by the Participant (or their heirs, personal representatives, predecessors, successors and assigns) relating to and arising out of, in connection with or as a result of the Participant's having been an employee, contractors officer, or director of the COB or CPRA including, without limiting the generality of the foregoing, any liabilities, dividends, wages, bonuses, vacation pay, directors' fees, consultants' fees, benefits, reimbursement of expenses, employee deductions, termination and severance pay, pension plan contributions, damages for wrongful dismissal or any other claim under any *Employment Standards Act* and/or any human rights code or any other legislation or at common law.
- 4.4 The COB is required to enter into a written employment agreement with each Participant. The CPRA will furnish the COB mandatory terms and clauses which must be included in said employment agreements.

- 4.5 The COB is expected to comply with all privacy legislation, and is to keep all information about the Participant confidential from any third party.

ARTICLE 5 - TERM AND TERMINATION

- 5.1 This Agreement is expected to last from September 1, 2018 to March 31, 2019 for a period of 10 weeks over the Work Term.
- 5.2 In the event of default or breach of contract by the COB, this Agreement may be at the sole discretion of the CPRA, be terminated immediately by the CPRA.
- 5.3 In the event that Canadian Federal Government decreases or terminates the funding available to the CPRA for any reason, this Agreement may be terminated immediately by the CPRA.s
- 5.4 This Agreement may be terminated by either party for any reason on sixty (60) days notice.
- 5.5 In the event of termination of this Agreement, the CPRA is free to hire or contract the Participant to work directly for the CPRA.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

- 6.1 COB hereby represents and warrants to the CPRA, the representations and warranties outlined below are accurate and true as of the execution of this Agreement and will remain true through the lifetime of this Agreement. The COB acknowledges and confirms that the CPRA is relying on these representations and warranties in connection with this Agreement.
- 6.2 The COB represents and warrants that the Position and/or the Participant (as the case may be):
- (a) The Participant has been provided will all relevant information concerning health and safety standards and regulations regarding their work environment and about any safety equipment required for their work.
 - (b) The Participant is not being recruited or placed in any Position that:
 - (i) fills a position that was left vacant due to an industrial dispute;
 - (ii) fills a position of a worker that has been laid-off;
 - (iii) fills a position that will displace another worker.

- (c) The Participant is
 - (i) between the ages of 15 and 30 (inclusive);
 - (ii) a Canadian citizen, permanent resident or protected person as defined by the immigration and Refugee Protection Act;
 - (iii) legally entitled to work in Canada;
 - (iv) legally entitled to work according to any provincial/territorial legislation and regulations; and
 - (v) has been registered as a full-time student in the previous academic year and intends to return to school on a full-time basis in the next academic year (in or outside of Canada)
- (d) All Participants are at arms-length from the COB, its officers, directors and employees. If any Participant is not at arms-length, this has been disclosed in writing to the CPRA.

ARTICLE 7 - ANNOUNCEMENTS AND COMMUNICATION

- 7.1 Any public communication relating to this Agreement or the Green Jobs Initiative requires the prior written consent of the CPRA.

ARTICLE 8 - INDEPENDENT LEGAL ADVICE

- 8.1 All parties acknowledge having had the opportunity to obtain independent legal advice regarding this Agreement, and have either obtained said independent legal advice or waived their right to independent legal advice and have signed this Agreement freely and without duress, coercion or undo influence.

ARTICLE 9 - FURTHER ASSURANCES, REPORTS AND ONGOING RESPONSIBILITIES

- 9.1 The Parties hereto shall execute such further and other assurances, instruments and documents and all such other things and acts which may be necessary or proper for carrying out the purpose and intent of this Agreement.
- 9.2 The COB may be required to provide reports in a form as designated by the CPRA at regular intervals during the term of this Agreement.
- 9.3 Representatives of the CPRA shall be entitled to inspect the COB's premises at all reasonable times to ensure compliance with this Agreement. The COB consents and agrees to make any document, facility or other any item available for the CPRA during any such inspection.

ARTICLE 10 - FUTURE AGREEMENTS

- 10.1 The Green Jobs Initiative may last longer than the term of this Agreement. The COB is free to make further applications for additional funding or subsidies beyond the term of this Agreement. However, there is no guarantee any future such application(s) (even if the application is identical to the application giving rise to this Agreement) will be approved.
- 10.2 Nothing in this Agreement shall guarantee or act as a promise towards any future funding or subsidy beyond the term of this Agreement.

ARTICLE 11 - NOTICES

- 11.1 Any notice, request, instruction or other communication to be given hereunder by any party hereto shall be in writing and shall be deemed to have been duly given (i) on the date of delivery before 5:00pm local time, provided delivery is actually tendered at the appropriate address, addressed to the person identified below in person, or by overnight courier service, or by facsimile, or by email to the party's email address as set forth below or (ii) seven (7) calendar days after deposit in the mail if sent by first class registered mail, postage prepaid, return receipt requested, and, with an additional copy sent to the party's email address as set forth below:

- (a) In the case of the CPRA:

1180 Walkley Road
PO Box 83069
K1V 2M5

Ottawa, Ontario
greenjobs@cpra.ca

- (b) In the case of the COB:

26 Park Ave, Burford, Ontario N0E1AO, Canada

kathy.ballantyne@brant.ca

- 11.2 Either party may unilaterally change their address for service by providing proper notice to the other party.

ARTICLE 12 - RECORD KEEPING

- 12.1 The COB will maintain and store all records relating to this Agreement and the Green Jobs Initiative until instructed otherwise by the CPRA.
- 12.2 The COB will make their records available to the CPRA and any third party designated by the CPRA upon request.

ARTICLE 13 - GENERAL

- 13.1 It is understood and agreed that all paragraph headings have been inserted herein for convenience of reference only and do not form part of this Agreement.
- 13.2 This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 13.3 If any article or part thereof of this Agreement is held to be unenforceable or invalid then said article should be struck and all remaining provisions shall remain in full force and effect.
- 13.4 Time is of the essence in this Agreement.
- 13.5 This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 13.6 All words importing the masculine gender only shall include the feminine gender and the neuter (as appropriate) and vice versa. All words importing the singular shall include the plural and vice versa.
- 13.7 This Agreement may be executed by the parties in counterparts and may be executed and delivered by fax or other electronic means, and all such counterparts and facsimiles together constitute one agreement.

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DATED this ____ day of _____, 2018.

SIGNED, SEALED AND DELIVERED
in the presence of:

Canadian Parks and Recreation Association

Per:
I have the authority to bind the Corporation

County of Brant

Per:
I have the authority to bind the Corporation

Schedule 3.1

<u>Job Title</u>	<u>Wage Details</u>		<u>Total Cost to COB</u>	<u>Eligible Subsidy</u>
Fall Park Maintenance	Work Term:	10 Weeks	[NTD: Insert here the sum total of all Wages and MERCs incurred by COB for the Work Term]	[NTD: Insert here the lessor of: a) 50% of the total Cost OR b) \$5,712. ⁰⁰]
	Work Week:	16 hrs/wk		
	Hourly Wage:	\$14		