REPORTS NOT RELATED TO THE JURISDICTION OF ANY COMMITTEE

REPORT OF THE

SECRETARIAT COMMITTEE OF COUNCIL

DATED APRIL 23, 1993

On motion of Councillor Angus, the Report of the Secretariat Committee of Council dated April 23, 1993, was considered clause by clause.

Internship Program for Graduate Studies Students to Serve as Research Assistants to City Councillors File GC-2

587 - 1. Council on February 24, 1993 considered a proposal from Professor Paul Thomas, University of Manitoba suggesting that City Council consider the concept of an Internship for graduate studies students to serve as research assistants to City Councillors.

Internships currently operate in the House of Commons and in several provincial legislatures, including the Manitoba Legislative Assembly.

The purpose of an Internship Program is:-

- to provide Councillors with qualified assistants to conduct research;
- to provide recent university graduates with a unique educational opportunity which complements the learning which takes place in the classroom and through textbooks;
- to promote academic research on the important role of City Council within society;
- to develop over time, among a select group of future opinion leaders, a greater appreciation of the role of politicians and the political process, with the possibility that graduates from the program might themselves stand for public office.

In all jurisdictions where Internships have been used both the legislators and the students have found them to be a valuable community service as well as a rich educational experience.

Council has agreed in principle to the implementation of an Internship Program involving graduate studies students and requested the Speaker to pursue the development of a program in a cost-effective manner.

Your Secretariat Committee has considered this matter and recommends the implementation of a Winnipeg City Council Internship Program in accordance with the following:

1) That the Secretariat Committee be authorized to do all things necessary in accordance with the attached Program Guidelines (Appendix "A"), with the clear understanding that final authorization will be required by Council no later than its meeting of July 21, 1993, in order to implement the Internship Program for September 1993.

2) That the Secretariat Committee be authorized to raise funds from the private sector, unions, clubs, organizations, foundations or private citizens who may wish to contribute to the Internship Program.

3) That an allocation of $1,000 per ward be appropriated from the Councillors Ward Communication Allowance, (Council Service Account No 552000) to be utilized for initial costs (should the program not proceed all unexpended monies will be returned in equal amounts to each Ward).

4) That a selection committee comprising the Speaker, Councillors Duguid and Hyman be authorized to commence the selection process in accordance with Section III of the Program Guidelines (Selection of Interns), on the understanding that no employment agreement be authorized or entered into with any of the interns prior to Council's approval of the Program.

5) That Council undertake an obligation to fund the Program in accordance with Section VIII of the Program Guidelines and commit an annual financial contribution not exceeding $50,000 per year for a four year period commencing 1994;

Report of the Secretariat Committee of Council, dated April 23, 1993

And that the balance of all required funding be obtained from private sources.

Moved by Councillor Angus,
Adoption of the clause.

Moved by Councillor Eadie,
That Rule 6.1 of the Procedure By-law be suspended to permit Council to remain in session past the 6:00 p.m. hour of adjournment.

Carried.

The motion for the adoption of the clause was put.

Councillor Clement called for the yeas and nays, which were as follows:-

Yea: Councillors Angus, Boychuk, Duguid, Eadie, Fraser, Golden, Hyman, Lazarenko, O'Shaughnessy, Silva, Thomas, Mayor Thompson and Councillor Reese. 13

Nay: Councillors Murray and Clement. 2

and the motion for the adoption of the clause was declared carried.

(Note: See Minute No. 589 for attachments.)

Policy for Expenditures - Ward Communication Allowance
File GC-2

588 - 2. Council on March 22, 1993 during deliberation of the 1993 Current Estimates adopted the following resolution:

Moved by Councillor Angus,
Seconded by Councillor Clement,

WHEREAS each individual ward has population of approximately 40,000 people;

AND WHEREAS there are in excess of 15,000 dwelling units in each of these wards;

AND WHEREAS communication between elected representatives and those that elected them is of utmost importance;

AND WHEREAS Executive Policy Committee has included the sum of $300,000 under the Council Service Account 552000 to reflect services purchased of labour, material and/or other goods;

AND WHEREAS some Councillors have serious reservations about providing any monies to assist Councillors in communication with their electorate in this year of restraint;

AND BE IT RESOLVED that the Rules Committee or the Secretariat Committee bring back to Council for the April 28, 1993 Meeting of Council guidelines for expenditures from the communication allowance.

Council at its regular meeting held on March 24, 1993 established a Secretariat Committee as a governing body of Council. This Committee comprises Councillor Angus, Chairman and Councillors Duguid, Eadie, Hyman and Prystanski and is empowered as a governing body of Council, mandated as follows:

- To provide a forum for Councillors to sort out matters and resolve issues for Interns, Secretaries, Volunteers, etc.;

- To be responsible for the operation of the Councillors' office including developing and administering a policy for Councillors' assistance/assistants and expense allowances; and acting in an advisory capacity in the preparation of Council's operating budget;

- To resolve non-political issues between Councillors;

Report of the Secretariat Committee of Council, dated April 23, 1993

. To resolve difficulties between Councillors and the administration;

. To consider and resolve all other issues as referred to it by Council, Committees or member(s) of Council.

Your Committee has researched the policies of other jurisdictions with respect to allowances paid to elected officials for constituency allowances and has prepared for Council's consideration a policy for expenditures by Members of Council from the budgeted funds.

Your Committee recommends that the attached "Policy for Expenditures - Ward Communication Allowance" and related attachments thereto be adopted.

Moved by Councillor Angus,
Adoption of the clause.

Carried.

(Note: See Minute No. 590 for attachments.)

589 - Attachment referred to in Clause 1 of the Report of the Secretariat Committee, dated April 23, 1993.

PROPOSAL FOR WINNIPEG CITY COUNCIL INTERNSHIP PROGRAM

I Purposes

There are several purposes for this program:

a) To provide university students with a unique educational opportunity to complement the type of learning which takes place in the classroom and to assist with their transition from university study to the beginning of their careers.

b) To develop over time a greater appreciation of the role played by City Council and individual Councillors in setting directions for the City of Winnipeg, and in providing quality public services to Winnipegers.

c) In recognition of their expanded duties with a Council half its former size and with the growing complexity of City business, to provide Councillors with qualified research assistants in the form of recent university graduates.

II Number of Interns and Qualifications

It is proposed that five (5) Interns be appointed. In order to qualify for the Internship, an individual would have to be a recent graduate from a Manitoba University, possessing either an undergraduate or graduate degree. The academic background of Interns could be in any discipline, but the more relevant fields of study would be: business administration, city planning, economics, history, journalism, law, political studies, public administration, sociology and interdisciplinary urban studies.

III Selection of Interns

Interns would be selected on the basis of an excellent academic record, letters of reference, demonstrated interest in urban issues, personal interviews, interpersonal skills, and their overall potential to make a valuable contribution to the program. The award of an Internship would be seen as a non-partisan, academic honour and wherever possible consideration of the City of Winnipeg equity policy will be a factor of this program.

Interns would be chosen by a selection committee consisting of: the Presiding Officer of Council, two other Councillors approved by a motion of Council, the Clerk of Council and three faculty members representing the three Manitoba universities, one of whom will be the Academic Director for the program.

After the initial term, it might be advisable to include a former Intern on the selection committee.

Applicants for the Internship would be required to complete an application form and submit it along with a 500 word statement of why they wish to participate in the program. At least ten applicants for the five positions would be interviewed by the Selection Committee. Successful candidates would be notified shortly after the interview process is completed.

IV Length of Term

Interns should be appointed initially for a one year term, but should be eligible to apply for a renewal of their term for another year. Interns who apply for reappointment are not guaranteed to retain the position. Renewable terms will allow students who wish to continue to gain greater familiarity with city government and will also allow those who so desire to use the one year appointment as a transition year in their studies or careers. The possibility of reappointment will provide an incentive for Interns to perform effectively and the renewal process will allow program officials to appraise their performance. Interns would be selected in April, assume their duties in September and complete their term at the end of August.

V Assignment of Interns and Nature of Their Duties

The five Interns will each be assigned to a Community Committee to work on behalf of the Committee as a whole or on behalf of individual Councillors.

Day to day activities will be under the general direction of the Council Secretariat. The specific assignments of Interns will be directed by the Community Committee or by specific Councillors within the Community Committee. It is anticipated that Interns would be equally available to all three Councillors on a Community Committee either on a rotational or an assignment basis.

Report of the Secretariat Committee of Council, dated April 23, 1993

If there are disagreements within a Community Committee over the assignment of an Intern, these matters would be resolved by the Secretariat Committee of Council. Councillors involved in disagreements over Interns would not participate as members of the Secretariat Committee for this purpose, but could appear before that body to provide their viewpoint. Interns that are under utilized may apply to the Secretariat for additional assignments.

Interns will be governed by a "Code of Conduct" established and amended from time to time by the Secretariat Committee and as approved from time to time by City Council.

As participants in an academic program are selected on the basis of their qualifications and personal qualities, Interns should not be expected to perform activities which are strictly partisan in nature. For this reason, during an election year (the months of September and October), Interns will be reassigned from the Community Committee to the office of the Clerk of City Council to assist with the operation of the election.

Interns serving a second term should normally change their Community Committee assignment. Interns should shift to a different committee assignment after one year in the program.

CONFIDENTIALITY: Interns are required to exercise a high degree of tact, discretion and confidentiality in all matters. Interns must not discuss the personal and/or business affairs of Councillors with other persons (including other Councillors) unless specifically requested to do so by the Councillor concerned. Interns will be privy to sensitive and confidential material on an ongoing basis an must ensure that information is not released accidentally through casual conversations amongst peers or other Councillors.

VI. The Academic Component of the Internship

There are several elements which would make up the academic component of the Internship.

During the first month of the Internship, Interns would participate in a structured orientation program consisting of meetings and seminars dealing with various dimensions of city government. The type of people whom the Interns would meet include: the Mayor, the Speaker, Committee Chairs, Clerk of City Council, the Chief Commissioner, the Minister of Urban Affairs, etc.

Throughout the Internship, a weekly two hour seminar would be held to discuss city matters. The participants would include Councillors, business representatives, public servants, journalists, academics and others. The Interns, with the advice and support of the Academic Director, and the Speaker of Council would plan and stage these seminars.

Before receiving their final monthly stipend, the Interns would be required to prepare a major research paper dealing with some aspect of city government. These papers would be available to Councillors and in city libraries.

Successful completion of the Internship, including a passing grade on the major research paper, would qualify the students to apply for a graduate course credit in a relevant degree program to which they have been admitted. Consistent with university policy, the student would be obliged to pay a regular registration fee in order to obtain a course credit.

An Academic Director would be appointed from a relevant discipline within either the University of Manitoba or the University of Winnipeg. She/he would organize and direct the academic component of the Internship, serve on the selection committee and grade the Interns' papers. The Academic Director would receive a course stipend equal to the prevailing rate in her/his university or a course reduction.

Report of the Secretariat Committee of Council, dated April 23, 1993

VII The Budget of the Internship

It is estimated that the Internship would cost approximately $118,300 annually to operate. It is proposed that the funds for the program be derived from several sources.

The cost of the program would breakdown as follows:

- five Interns at $1,700 per month X 12	$102,000
- academic director's stipend	10,000
- incidental expenses; publicity, recruitment, etc.	6,300
TOTAL	$118,300
One time capital costs for office realignment, book case, desks, etc.	10,000

The funding for the program would be derived from several sources: a grant from Council, private fund raising and a university contribution. A diversity of funding sources would avoid an overdependence on a single funder and minimize a negative public reaction to the use of scarce tax dollars.

VIII Funding for the Interns

The City would open a special trust account to receive and administer the funds of the Program.

The funding and finances of the Program will be guided by a group of "trustees" which will assist as advisors and would include the Presiding Officer of Council, the Commissioner of Finance, the Academic Director and four private citizens (selected by the Secretariat Committee). The day-to-day administration would be the responsibility of the Council Secretariat.

The funds would be segregated so that control of the funds will not be with the City Council, but rather with the "trustees".

The funds will be disbursed in accordance with general principles and guidelines to be established by the Secretariat in consultation with the Trustees.

The structure described above provides the Program with the greatest amount of flexibility and permits, private contributors to receive the same tax benefits as if the contributors had made a contribution to a registered charity.

The Income Tax Act (Canada) ("ITA") treats gifts made to a Canadian municipality, such as the City of Winnipeg, in the same way as gifts to a registered charity.

Pursuant to paragraph 110.1(1) (a) of the ITA, a corporation may deduct from its taxable income the amount of any gifts made to

(4) a Canadian municipality.

The total amount of all such charitable gifts deducted from income cannot exceed 20% of the income of the corporation. Should a corporation be unable to deduct all of its charitable gifts made in a year, the corporation may carry forward the deduction for five years.

A Canadian Municipality is a "Qualified donee" for the purposes of the Income Tax Act. Therefore, a charity who is supportive of the Program may be willing to make a gift to the City in respect of the program.

The City has greater flexibility in raising funds and carrying out the Program than a registered charity would. Unlike a registered charity, the City is not subject to restrictions on its use of funds. A registered charity, including charitable foundations, may not disburse funds for non-charitable purposes, such as political purposes. However, Revenue Canada does expect Canadian municipalities to issue receipts in the form of charitable receipts prescribed for registered charities.

The three universities would be approached to support the Academic Directors stipend, either collectively on a continuous one-third basis or individually on a full basis when one of their faculty members assumes the duties of Academic Director. The duties of the Academic Director would be treated as the equivalent of a single full-course and the stipend would reflect the prevalent rate of remuneration for such a course determined by the collective agreement between the relevant university and its faculty association.

Report of the Secretariat Committee of Council, dated April 23, 1993

The fund raising would break down as follows:

$1,000 from each Ward Councillors Communication Account*1	$ 15,000
$10,000 from University(s)	10,000
$50,000 Grant from City of Winnipeg*2	50,000
$50,000 from Private Sector	50,000
TOTAL	$125,000

*1 To off set capital cost for start up.
*2 A four year commitment from Council of up to $50,000 per year (if required) starting in 1994 to be matched by the private sector.

IX Communication Requirements

To avoid the portrayal of this program as simply Councillors looking after themselves, it will be necessary to present a clear justification for it:

- the program represents a valuable learning opportunity for young Manitobans who will be the opinion leaders of the future and may themselves run for public office;

- the Internship represents a valuable learning experience for young Manitobans to serve as the basis for further graduate studies or career development;

- the support of various segments of the community - business, labour, credit unions, the university, etc. - reflects the belief that the Internship represents a valuable service to city Council and its members;

- Councillors now represent much larger, more diverse wards and the matters being dealt with by Council grow in complexity. If Councillors are going to be responsive to their constituents and to contribute to policy development, they will need the support from qualified assistants;

- currently, there is widespread suspicion and cynicism about the political process at all levels of government. Over time, the program will develop among a select group of younger Manitobans a greater appreciation of the demands of public life and of the essential role of politicians within society.

590 - Attachment referred to in Clause 2 of the Report of the Secretariat Committee, dated April 23, 1993

POLICY

WARD COMMUNICATION ALLOWANCE

I. PURPOSE

The Ward Communication Allowance Policy is intended to reconfirm and maintain the high ethical standards which are observed by Councillors and Assistants in the execution of their duties. The policy underscores the proper and ethical manner which is acceptable to Council and the citizens of Winnipeg in respect to these matters.

GENERAL GUIDELINES

1. The account will be called the Ward Communication Allowance (WCA).

2. The Ward Communication Allowance is not to be used to provide a pecuniary benefit to the Councillor.

3. The Ward Communication Allowance under this policy may be used by Councillors in the performance of administrative functions and/or the acquisition of administrative goods and materials, required for the execution of their duties, to assist in the resolution of citizens' concerns in City of Winnipeg, (preparation and distribution of letters, pamphlets and informational material for citizens, etc.), to attend and participate in Community functions and to support ward and citizens activities.

4. There will be no carry over of monies from year to year. Monies not expended in the calender year will be transferred to general revenue at the end of the calender year.

5. Councillors will have until January 15 of the following year to submit all receipts for the preceding year for payment. Any authorized expenditures submitted after January 15th will be a first charge on the current year's expenses.

6. A report by Ward will be prepared, made public, and forwarded to Councillors by March 1st. This report will include a list of all expenditures by Ward indicating the balance transferred to general revenue if any.

   This report will be referred to the City Auditor for review and comment.

7. All authorized expenditures from the WCA will be submitted on the WCA expense form (see attached) with appropriate receipts attached and authorization for payment by the Ward Councillor.

8. All capital acquisitions (computers, fax machines, cellular telephones, calculators, recording devices etc.) are and shall remain the property of the City of Winnipeg.

9. The Secretariat Committee is authorized to do all things necessary to implement this policy and from time to time make adjustments to this policy as required and approved by the Secretariat Committee.

Attachment referred to in Clause 2 of the Report of the Secretariat Committee, dated April 23, 1993

II. COUNCILLORS' ASSISTANTS

GENERAL GUIDELINES

1. In respect to Councillors' Assistants, the policy is meant to apply only where said Assistants are remunerated from the Ward Communication Allowance.

2. There are two categories of assistants available to Councillors which are intended to assist or aid a Councillor in the execution of the office:

   a) the engagement of a person (or persons) to assist on a full-time or part-time basis;

   b) the engagement of a person (or persons) for special projects or assignments on a short term or fixed term basis.

3. Implicit in this policy is the recognition that, to a great extent, Councillor Assistants are political appointments.

4. Assistants and Special Project personnel will be governed by a "Code of Conduct" established and amended from time to time by the Secretariat Committee .

III. HIRING PREQUALIFICATIONS

Assistants and Special Projects Contracts

1. An individual holding an elected office shall be ineligible for hire as an Assistant.

2. No Councillor may hire a relative as a Councillor Assistant.

   Definition of a relative: the husband, wife, including common-law spouse, child, parent, brother, sister (including foster or step), and parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

3. In addition to the general rules, as previously outlined in the policy, an assistant shall not be any person who is employed or contracted by or involved in litigation with the City of Winnipeg.

IV. DUTIES AND LIMITATIONS

1. Assistants shall not substitute for Councillors at meetings of boards, commissions or committees to which the Councillor has been appointed by Council.

2. Assistants shall only perform administrative functions related to the duties of Councillors.

3. Assistants shall be ineligible for selection by Council to boards, commissions, committees and authorities appointed by Council, but may sit on appointments by other bodies.

V. TENURE AND EMPLOYMENT

1. The appointment of a Councillor Assistant shall be at the pleasure of the Councillor for a term not to exceed one year, and shall be renewable for further fixed terms not to exceed one year, subject to addition or deletion of terms as may be required by policy changes. However, in no case shall the contract extend beyond the term of the elected official.

2. The contract for employment shall be between a Councillor and Assistant. Neither the Employment Contract nor the policy for Councillor Assistants shall in any sense be construed so as to create the relationship of employer and employee between the City of Winnipeg and the Assistant.

Attachment referred to in Clause 2 of the Report of the Secretariat Committee, dated April 23, 1993

3. All Assistants shall be hired pursuant to the WCA Policy (Clause No. II, 2 a) for full or part time Assistants and shall execute the agreement attached hereto as Appendix "A" prior to commencement of employment.

4. All Special Projects Assistants shall be hired pursuant to the WCA Policy for Councillor Assistants (Clause No. II, 2 b) and shall execute the agreement attached hereto as Appendix "B" prior to commencement of the project.

5. No building access or office keys shall be issued to the Councillor Assistants. They shall not have access to the office without the presence of the Councillor or the Councillor's office staff.

VI. EMPLOYMENT CONTRACT

1. A written agreement, and the provisions of the Employment Standards Act as amended from time to time shall govern the relationship between the employing Councillor and the Assistant, and shall include, but not be limited to, the following:

   a) compensation provided - method of payment;
   b) delineation of duties;
   c) termination of agreement.

2. The Councillor Secretariat shall approve the basic form of the contract; however, the contracting Councillor shall have the sole discretion in the matters relating to:

   a) the selection of and hiring assistants, subject to the prohibition of hiring of relatives or common law spouses;
   b) assignment of duties;
   c) discipline and quality of work;
   d) hours of work;
   e) termination and dismissal.

3. Copies of the Assistant's agreements (A or B attached) shall be provided to :

   a) the employing Councillor;
   b) the Assistant;
   c) the Secretariat Committee.

4. In instances where two or more Councillors wish to employ the same person as a Councillor Assistant, a separate contract shall be entered into with each Councillor.

5. These agreements cannot be altered or amended without the written approval of the Council Secretariat.

VII. ALLOCATION OF FUNDS

1. In the year of a general municipal election, the incumbent Councillor shall only be authorized to expend funds for that portion of the year they are in office.

2. No authorization for payment of monies to a Councillor Assistant shall be processed until a fully-executed copy of the employment contract and a TD1 form (if required) has been filed with the City Clerk.

3. Notwithstanding subsections 1 and 2, the amount of Ward Communication Allowance shall be as authorized by Council from time to time.

Attachment referred to in Clause 2 of the Report of the Secretariat Committee, dated April 23, 1993

VIII. METHOD OF PAYMENT

Full-time or Part-time Assistants

1. Cheques will be issued directly to the Councillor Assistant bi-weekly by the City of Winnipeg.

2. The City of Winnipeg will deduct and submit Income taxes, C.P.P. and U.l.C. as determined by the filing of a TD1 as indicated in V11.(2) above .

Special Projects/Assistants or Assignments

These will be treated as an expense and paid in accordance with the agreement filed with the Secretariat Committee in accordance with (Section Vl. 3).

The Councillor must refer to the Special Project Agreement when he/she requests payment on their monthly expense form.

Attachment referred to in Clause 2 of the Report of the Secretariat Committee, dated April 23, 1993

WARD COMMUNICATION ALLOWANCE EXPENSE FORM

FOR

COUNCILLOR _____

WARD _____

CLAIMABLE EXPENSES

Date	Item (Receipt to be attached)	Amount
TOTAL		

CHEQUES WILL BE PAYABLE TO: _____

I CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF MY EXPENSES AS DETAILED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS STATEMENT IS IN ACCORDANCE WITH THE WARD COMMUNICATION ALLOWANCE POLICY AS ESTABLISHED BY THE COUNCILLORS' SECRETARIAT COMMITTEE.

Signed:_____

NOTE: Please remember to attach receipts to this form before submitting for approval.

K:\cncl\Expense.Frm

Attachment referred to in Clause 2 of the Report of the Secretariat Committee, dated April 23, 1993

APPENDIX "A"

COUNCILLOR'S ASSISTANT AGREEMENT

THIS AGREEMENT made in duplicate the day of , A D. 1993.

B E T W E E N:

COUNCILLOR _____,

(hereinafter called "the Councillor"),

OF THE FIRST PART,

- and -

_____,

(hereinafter called "the Assistant"),

OF THE SECOND PART.

WHEREAS the Councillor is desirous of retaining the services of the Assistant for the position of Councillor's Assistant;

AND WHEREAS the Assistant has agreed to perform the duties and responsibilities of this position;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Councillor hereby engages the Assistant, on a contract basis, to perform the duties hereinafter set forth for a period of one (1) year from _____ to _____ or unless earlier terminated in accordance with the provisions of this Agreement.

2. Subject to the terms and conditions of this Agreement, the term of this Agreement may be extended for a further period of one (1) year but in no event beyond the Councillor's term of office on terms and conditions mutually agreed to by the parties.

3. The Assistant agrees to undertake the duties and responsibilities assigned to him/her from time to time as the Councillor's Assistant.

4. For work and services to be performed by the Assistant, the Councillor shall pay him/her the sum of _____ bi-weekly less appropriate statutory deductions.

5. All information obtained by the Assistant in the performance of his/her duties as Councillor's Assistant shall be kept confidential except as reasonably required in the course of his/her duties and responsibilities as Councillor's Assistant.

6. The Assistant shall abide by Code of Conduct adopted from time to time by the Councillor's Secretariat.

7. At the termination of this Agreement, for whatever cause or no cause at all, the Assistant shall turn over to the Councillor all records and books of account and all property that may belong to the Councillor.

8. The Assistant's engagement hereunder may be terminated as follows:

(a) by the Councillor at any time without compensation for cause, in which event the Assistant shall only receive all monies due and owing or accruing due to him/her pursuant to this Agreement as ascertained up to the date of termination;

(b) by either party without cause upon two (2) weeks' written notice, in which event the Assistant shall only receive all monies due and owing or accruing due to him/her pursuant to this Agreement as ascertained up to the date of termination;

(c) in the event that the Councillor retires or otherwise ceases to act as Councillor, and the Assistant shall only be paid all amounts due and owing or accruing due to him/her as of the date the Councillor retires or otherwise ceases to act as Councillor;

(d) in the event of the death or total incapacity of the Assistant, and the Assistant shall only be paid all amounts due and owing or accruing due to him/her as of the date of such death or incapacity;

(e) in the event of the sickness of the Assistant or other cause incapacitating him/her for a period exceeding thirty (30) days from performing the duties prescribed or referred to herein, without notice, upon payment to the Assistant of One ($1.00) Dollar in lieu of notice, in addition to all monies due and owing or accruing due to the Assistant as ascertained up to the date of such termination.

9. Any notice required by this Agreement to be given shall be deemed to be satisfactory if sent by registered mail. Notice shall be deemed to have been received three (3) days after the mailing of such notice. The mailing addresses for the purpose of such notices shall be as follows:

On the Assistant:	**On the Councillor:**
	Councillors' Office The City of Winnipeg
Winnipeg, Manitoba	Council Building 510 Main Street Winnipeg, Manitoba R3B lB9

10. This Agreement constitutes and expresses the whole agreement of the parties hereto with reference to the engagement of the Assistant by the Councillor and with reference to any of the matters or things herein provided for, or herein before discussed or mentioned with reference to such engagement, all promises, representations and undertakings relative thereto being merged herein.

11. This Agreement shall not be assigned.

12. The Councillor and the Assistant acknowledge that The City of Winnipeg is not involved in any manner whatsoever in the engagement of the Assistant and has no responsibility to either party in their performance of this Agreement.

13. This Agreement shall be construed, performed and enforced according to the laws of the Province of Manitoba.

14. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)
)
)
)

Witness

)
)

Witness

APPENDIX "B"

SPECIAL PROJECTS AGREEMENT

THIS AGREEMENT made in duplicate the day of , A.D. 1993.

BETWEEN:

COUNCILLOR _____,

(hereinafter called "the Councillor"),

OF THE FIRST PART,

- and -

_____,
(hereinafter called "the Assistant"),

OF THE SECOND PART.

WHEREAS the Councillor is desirous of retaining the Assistant for purposes of undertaking the special project described in this Agreement (hereinafter called the "Project");

AND WHEREAS the Assistant has agreed to undertake the Project;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements hereinafter contained, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Councillor hereby engages the Assistant to perform the following Project:

[describe the Project].

2. This Agreement will terminate effective the _____ day of _____, 19_ or when the Assistant completes the Project, whichever date is earlier.

3. The Assistant will be paid on a monthly basis for the services performed until the Project is complete or this Agreement is otherwise terminated.

4. The Assistant agrees to be fully responsible for all contributions, premiums and payments under Federal and Provincial laws in respect to his/her earnings pursuant to this Agreement.

5. This Agreement may be terminated by the Councillor giving the Assistant two (2) weeks' written notice, and all duties and obligations of the Assistant will terminate at the end of the notice period. In the event of such termination, the Assistant shall only receive all monies due and owing or accruing due to him/her pursuant to this Agreement as ascertained up to the date of termination.

6. Any notice required by this Agreement to be given shall be deemed to be satisfactory if sent by registered mail. Notice shall be deemed to have been received three (3) days after the mailing of such notice. The mailing addresses for the purpose of such notices shall be as follows:

On the Assistant:

_____
Winnipeg, Manitoba

On the Councillor:

Councillors' Office
The City of Winnipeg
Council Building
510 Main Street
Winnipeg, Manitoba
R3B lB9

7. All information obtained by the Assistant in the performance of his/her duties hereunder shall be kept confidential except as reasonably required in the course of his/her duties and responsibilities with respect to the Project.

8. The Assistant shall abide by Code of Conduct adopted from time to time by the Councillors' Secretariat.

9. At the termination of this Agreement, for whatever cause or no cause at all, the Assistant shall turn over to the Councillor all records and books of account and all property that may belong to the Councillor.

10. This Agreement constitutes and expresses the whole agreement of the parties hereto with reference to the engagement of the Assistant by the Councillor and with reference to any of the matters or things herein provided for, or herein before discussed or mentioned with reference to such engagement, all promises, representations and undertakings relative thereto being merged herein.

11. This Agreement shall not be assigned.

12. The Councillor and the Assistant acknowledge that The City of Winnipeg is not involved in any manner whatsoever in the engagement of the Assistant and has no responsibly to either party in their performance of this Agreement.

13. This Agreement shall be construed, performed and enforced according to the laws of the Province of Manitoba

14. Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
)
)

Witness

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)
)

Witness