

- 6.2. The Agreement must be signed by a properly authorized person. If the person who signs is not properly authorized to do so, that person will be held personally liable. Proof of authorization may be required by the Program Administrator.
- 6.3. The Participant agrees to participate in public announcements regarding funding of their project. The development of communications plans, products and activities for the project must be reviewed and approved by the Program Administrator.
- 6.4. The Participant agrees to submit a final report within 90 days of project completion or March 15, 2013, whichever is earlier. The final report, including financial statements and outcomes achieved, shall be in a form as prescribed by the Program Administrator.
- 6.5. Any changes to the Agreement initiated by the Participant must be authorized by the Program Administrator.

## **7. Eligible Expenses**

- 7.1. Eligible costs include any incremental costs incurred as a result of or in response to the Excess Moisture Event, by the Participant in the execution of the project. This includes:
  - (a) labour;
  - (b) materials;
  - (c) operational costs of equipment;
  - (d) documented and/or receipted administration costs not associated with the execution of the regular activities of the Participant;
  - (e) promotional materials related to early recovery activities or future planned projects;
  - (f) rental or lease of facilities, equipment and/or machinery;
  - (g) purchase of capital items (excluding land, building or major infrastructure) necessary for the execution of the project; and
  - (h) any other expenditure which, at the discretion of the Program Administrator, is deemed to be eligible.
- 7.2. Ineligible costs include:
  - (a) administrative and staffing costs associated with the execution of the regular activities of the Participant;
  - (b) capital items not specifically required for the execution of the project, including land, building or major infrastructure;
  - (c) costs of establishing or re-establishing a commercial operation;
  - (d) Good and Services Tax, value-added taxes, or other items for which a refund or rebate is eligible to be received by the Participant;
  - (e) hospitality and travel expenditures beyond Province of Manitoba Treasury Board guidelines or gifts associated with the hosting of events;

- (f) profit;
- (g) any costs which are eligible for Disaster Financial Assistance or other government disaster relief programs; and
- (h) any other expenditure which, at the discretion of the Program Administrator, is deemed to be ineligible.

7.3. The Program Administrator may specify a maximum eligible payment for labour, equipment use, and capital goods.

7.4. The Participant is and will remain liable for any ineligible costs or costs that exceed the limits identified above.

7.5. All eligible costs must be incurred on or before March 15, 2013.

## **8. Payments**

8.1. No Participant will receive in excess of \$100,000 in aggregate funding for approved projects.

8.2. The contribution shall be used to cover the Eligible Costs related to the Agreement.

8.3. Payments are limited to actual costs incurred.

8.4. The Participant may not receive funding for an Eligible Cost if the Participant has or will receive funding for that cost from another source, and any monies paid in violation shall be subject to Paragraph 12 herein.

8.5. Advance payments for up to 75% of the costs will be made upon the receipt of a properly signed Agreement from the Participant. The balance remaining or 25%, whichever is less, will be paid upon acceptance of the final report by the Program Administrator.

8.6. Tax information slips required under the *Income Tax Act* (Canada) may be issued in the name of the Participant.

## **9. Termination of the Program:**

9.1. The Program shall terminate, without prior notice, if:

- (a) the Government of the Province of Manitoba determines that the Program should not continue; or
- (b) there are insufficient funds to continue the Program as contemplated.

## **10. Verification and Declarations:**

9.1 The Participant agrees to supply the Program Administrator with all documentation or information required to verify and administer the Program.

9.2 The Participant shall establish and maintain such accounting and other records as are necessary for the proper financial management of the Agreement, in accordance with generally accepted accounting principles.

- 9.3 The Program Administrator may verify any information submitted to the Program through audits.
- 9.4 The Program Administrator may, at any reasonable time, require an evaluation and audit to determine the effectiveness of the Agreement.
- 9.5 The Participant shall be at all times solely responsible for and shall save harmless and indemnify the Province of Manitoba and its appointed representatives against any claims, liabilities and demands with respect to any injury or death to persons, damage or loss to property, economic loss or infringement of rights caused by, or related to the performance of any activity undertaken during the performance of the Agreement.

**11. Waiver of Liability:**

The Participant acknowledges that neither the Province of Manitoba nor its representatives(s) nor any of them, are liable to the Participant, the Participant's heirs, administrators and assigns for personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of this Program and the Participant's participation in it.

**12. Refunds/Overpayments:**

If it is determined by the Program Administrator that a payment in contravention of these Terms and Conditions and/or the laws of the Province of Manitoba or Canada, has been received by the Participant, such payment will be considered to be a debt owing by the Participant to the Province of Manitoba or its representative(s). The Participant agrees to refund such payment to the Province of Manitoba or its representative(s) within thirty (30) days of notice being provided to them.

**13. False or Misleading Information:**

Any Participant who provides false or misleading information to the Program Administrator may forego all Program payments, and be liable to repay all Program payments they have received and may be subject to prosecution.

**14. Ministerial Discretion:**

The Minister has the absolute discretion to determine any payments under this Program notwithstanding the Program Terms and Conditions.

**Appendix A: Manitoba Agriculture, Food, and Rural Initiatives GO Team Offices**

<p><b>Altona GO Centre</b> Box 969, 67-2nd Street NE Altona, Manitoba R0G 0B0 (204) 324-2804</p>	<p><b>Killarney GO Office</b> Box 190, 411 Broadway Avenue Killarney, Manitoba R0K 1G0 (204) 523-5260</p>	<p><b>Souris GO Centre</b> Box 850 Souris, Manitoba R0K 2C0 (204) 483-2153</p>
<p><b>Arborg GO Centre</b> Box 2000, 317 River Road West Arborg, Manitoba R0C 0A0 (204) 376-3300</p>	<p><b>Lundar GO Office</b> Box 40, 9 Main Street Lundar, Manitoba R0C 1Y0 (204) 762-5649</p>	<p><b>Starbuck GO Office</b> Box 40, 12 Main Street Starbuck, Manitoba R0G 2P0 (204) 735-4080</p>
<p><b>Ashern GO Centre</b> Box 260, 43 Railway Avenue Ashern, Manitoba R0C 0E0 (204) 768-2782</p>	<p><b>Melita GO Centre</b> Box 519, 139 Main Street Melita, Manitoba R0M 1L0 (204) 522-3256</p>	<p><b>Steinbach GO Office</b> Unit C - 284 Reimer Avenue Steinbach, Manitoba R5G 0R5 (204) 346-6080</p>
<p><b>Beausejour GO Centre</b> Box 50, 20 First Street S Beausejour, MB R0E 0C0 (204) 268-6094</p>	<p><b>Morden GO Office</b> 536 Stephen Street Morden, Manitoba R6M 1T7 (204) 822-5461</p>	<p><b>Stonewall GO Office</b> Box 920, 336 Main Street Stonewall, Manitoba R0C 2Z0 (204) 467- 4700</p>
<p><b>Boissevain GO Office</b> Box 729, 460 South Railway E Boissevain, MB R0K 0E0 (204) 543-2010</p>	<p><b>Morris GO Office</b> Box 100, 229 Main Street S Morris, Manitoba R0G 1K0 (204) 746-2312</p>	<p><b>St. Pierre GO Centre</b> Box 100, 466 Sabourin Stt S St. Pierre, Manitoba R0A 1V0 (204) 433-7749</p>
<p><b>Brandon GO Office</b> 1129 Queens Avenue Brandon, Manitoba R7A 1L9 (204) 726-6482</p>	<p><b>Minnedosa GO Office</b> Box 1198, 36 Armitage Avenue Minnedosa, Manitoba R0J 1E0 (204) 867-6572</p>	<p><b>Ste. Rose GO Office</b> Box 180, 630 Central Avenue S Ste. Rose, Manitoba R0L 1S0 (204) 447-4032</p>
<p><b>Carberry GO Centre</b> Box 160, 37 Main Street Carberry, Manitoba R0K 0H0 (204) 834-8815</p>	<p><b>Neepawa GO Office</b> Box 670, 41 Main Street E Neepawa, Manitoba R0J 1H0 (204) 476-7020</p>	<p><b>Swan River GO Centre</b> Box 370, 120-6th Avenue N Swan River, Manitoba R0L 1Z0 (204) 734-3417</p>
<p><b>Carman GO Office</b> Box 667, 65-3rd Street NE Carman, Manitoba R0G 0J0 (204) 745-5610</p>	<p><b>Pilot Mound GO Office</b> Box 180, 8 Fraser Street Pilot Mound, MB R0G 1P0 (204) 825-3512</p>	<p><b>Teulon GO Centre</b> Box 70, 77 Main Street Teulon, Manitoba R0C 3B0 (204) 886-2696</p>
<p><b>Dauphin GO Centre</b> 27 Second Avenue SW Dauphin, Manitoba R7N 3E5 (204) 622-2007</p>	<p><b>Portage la Prairie GO Office</b> 25 Tupper Street N Portage la Prairie, MB R1N 3K1 (204) 239-3352</p>	<p><b>The Pas GO Centre</b> Box 2550 236-3rd Street and Ross Avenue The Pas, Manitoba R9A 1M4 (204) 627-8255</p>
<p><b>Dugald GO Office</b> Box 160, 712 Dugald Road Dugald, Manitoba R0E 0K0 (204) 853-5170</p>	<p><b>Roblin GO Centre</b> Box 970, 117-2nd Avenue N Roblin, Manitoba R0L 1P0 (204) 937-6640</p>	<p><b>Treherne GO Office</b> Box 299, 163 Smith Street Treherne, Manitoba R0G 2V0 (204) 723-3232</p>
<p><b>Fisher Branch GO Office</b> Box 40, Main St and Carpathian Fisher Branch, Manitoba R0C 0Z0</p>	<p><b>Russell GO Centre</b> Box 160, 434 Main Street N Russell, Manitoba R0J 1W0 (204) 773-5130</p>	<p><b>Urban GO Centre</b> 13-59 Scurfield Boulevard Winnipeg, Manitoba R3Y 1V2 (204)</p>
<p><b>Gladstone GO Centre</b> Box 532, Morris Avenue Gladstone, Manitoba R0J 0T0 (204) 385-6633</p>	<p><b>Shoal Lake GO Office</b> Box 100, 4th Avenue E Shoal Lake, Manitoba R0J 1Z0 (204) 365-0966</p>	<p><b>Virden GO Centre</b> Box 850, 247 Wellington Street W Virden, Manitoba R0M 2C0 (204) 748-4770</p>
<p><b>Hamiota GO Centre</b> Box 50, 221 Elm St., Hwy 21 N Hamiota, Manitoba R0M 0T0 (204) 764-3010</p>	<p><b>Somerset GO Centre</b> Box 189, 279 Carlton Street Somerset, Manitoba R0G 2L0 (204) 744-4050</p>	<p><b>Vita GO Office</b> Box 10, 108 Main Street N Vita, Manitoba R0A 2K0 (204) 425-5050</p>

August 22, 2011

Terms and Conditions

Excess Moisture Economic Stimulus Program (EMESP)

## 2011 Excess Moisture Economic Stimulus Program

For further information about this program, please contact the EMESP Program Coordinator, Manitoba Agriculture, Food and Rural Initiatives, 1129 Queens Avenue, Brandon, telephone 204-761-6317. The monthly intake deadline for completed applications is the 15<sup>th</sup> of each month (or the next business day should the 15<sup>th</sup> fall on a weekend).

Your personal information is protected by the Protection of Privacy provisions of The Freedom of Information and Protection of Privacy Act (FIPPA) and The Personal Information Protection and Electronic Documents Act (PIPEDA). The personal information is being collected for the program administration of the 2011 Excess Moisture Economic Stimulus Program offered by Manitoba Agriculture, Food and Rural Initiatives and Manitoba Local Government. This collection is authorized under Section 36(1)(b) of The Freedom of Information and Protection of Privacy Act as it is directly related to and necessary for your participation in this Program. Your personal information may be disclosed only if there is legislative authority for doing so, or if you consent. If you have any questions or concerns about the collection of your personal information, please contact the Manager of Administration, Manitoba Agriculture, Food and Rural Initiatives, 915 - 401 York Avenue, Winnipeg, R3C 0P8, telephone 204-945-3439.

The 2011 Excess Moisture Economic Stimulus Program is managed by Manitoba Agriculture, Food and Rural Initiatives with the assistance of Manitoba Local Government.

To fill out this electronic application form please click on the indicated areas. The text box will adjust its size to your entry. If you wish to leave the box blank, please write "N/A".

### SECTION A - APPLICANT INFORMATION

**Name of Applicant:** City of Brandon

**Name of Contact Person(s):** Sandy Trudel

**Mailing Address:** 410 - 9<sup>th</sup> Street

**City or Town:** Brandon

**Postal Code:** R7A 6A2

**Phone:** 204 729-2131

**Cell:** 204 729-6308

**E-mail:** s.trudel@brandon.ca

**Fax:** 204 729-8244

**Business Identification Number (Optional):** [Click here to enter text.](#)

**Language Preference:** English

## SECTION B - PROJECT INFORMATION

### Project Title:

City of Brandon Economic Recovery Plan

### Please describe your Project:

#### Goal

To increase the viability of flood impacted businesses by ensuring they understand flood risk impacts on their business and plan for them accordingly.

#### OBJECTIVE

To receive a grant of one hundred thousand dollars to be used to increase disaster resilience by developing business continuity plans for Brandon businesses with particular emphasis on those 79 businesses affected by the 2011 flood.

### Has your project already been initiated? No

And if so, has it been completed? No

Please explain how your project meets or will meet the purpose of the Program. The Purpose is to provide immediate economic stimulus to the areas adversely affected by excess moisture levels in rural Manitoba. Funding will support projects that offset the economic impact of excess moisture levels on communities, small and medium enterprises (SMEs) and industry sectors by:

- (a) restoring economic activity to levels existing prior to the excess moisture event; or
- (b) promoting, strengthening or diversifying economic activity within the Affected Area.

### Action Plan

1. Engage a Business Continuity Planning consultant to work one on one with businesses that were evacuated during the 2011 spring flood event.

2. Outcomes will include:

- a. Knowledge gathering:
  - i. impact of evacuation
  - ii. insurance options
  - iii. mitigation options
  - iv. Business Continuity Plan process
  - v. hazard awareness
- b. Developing a Business Continuity Plan:
  - i. template for action
  - ii. written plan
  - iii. mitigation actions to reduce future impacts
- c. Report on the process:
  - i. lessons learned
  - ii. recommendations for future response

For each budgeted item, please describe how your Project will spend the funding, and what portion of the expenditures will be made locally:



**Please identify the target business(es) and/or industry(ies) who will benefit from your project:**

The City of Brandon's Economic Recovery Plan builds on the Chamber of Commerce's Emergency Contingency Planning Workshop. Although the Chamber's workshops are available to all businesses, the Business Continuity Plan development would be available to the businesses that were evacuated during the spring flood event. This allows a more focused approach than trying to reach the entire business community and ensures that those businesses directly impacted by an evacuation will be positioned to better manage any future business interruptions. By ensuring a well thought out and prepared business continuity plan is in place, fears of impacted businesses will be eased, thus increasing the likelihood that they will continue operations in Brandon.

**Please describe the geographic area(s) or community(ies) to be impacted by your Project:**

Our goal is to directly impact the economy in the City of Brandon by improving the disaster resilience of the business community. It should be noted that a survey completed by the Brandon Chamber of Commerce post flood 2011, indicates 70 percent of respondents (55/79 impacted businesses) believed they would be forced to close their doors permanently if they experienced a similar flood disruption in 2012. The same survey indicated net losses of anywhere from \$8,000 - \$300,000 for individual businesses during their forced evacuation.

**Administrative costs** - The five thousand dollars allocated to administrative costs will be budgeted towards a portion of one staff member's time over a period of 9 months. The administrator will develop the vision for the project, prepare and distribute an RFP, select and work directly with the project consultant, liaise with impacted businesses and others as required. This individual will also handle any public / media related enquiries. Additional responsibilities include administering, monitoring, and maintaining detailed financial records for the project as well as reporting to the EMESP Program Coordinator or designate. As this staff member resides in Brandon, all dollars will be spent locally. During the span of the project, it is anticipated that the project administrator will allocate a minimum of 150 hours, allotted weekly based upon project time requirements, dedicated to this program directly. Should additional hours be required, the City of Brandon will cover the cost of additional resources necessary for a successful project. All hours spent on this project will be recorded in a spreadsheet directly related to this project.

**Project promotional materials** - An invitation to participate in the program will be printed and mailed to the approximate 80 identified businesses. For some businesses a reminder would be mailed as well. Mailing costs would be approximately \$100.00. The City of Brandon will absorb the cost of design, printing, paper and envelopes for promotional materials.

**Other** - Consulting fees. The City of Brandon will distribute a request for proposals for a certified Business Continuity Planner, or a similarly qualified individual who specializes in working with businesses of a variety of sizes. The preference will be to award this project within Brandon's active trading area, thus retaining the dollars within the local and regional economy. The purpose of this consultant will be to work one on one with the business to develop and write a detailed business continuity plan. It is expected that each business that takes part will have a relevant plan following this process.

**SECTION C - FINANCIAL INFORMATION**

Budget items	Total Project Cost (Including in-kind)	Funding Request	Other Funding (if any)	Name of Other Funder (if applicable)
Labour	Click here to enter \$	Click here to enter \$	Click here to enter \$	Click here to enter text.
Materials	Click here to enter \$	Click here to enter \$	Click here to enter \$	Click here to enter text.
Operational Costs of equipment	Click here to enter \$	Click here to enter \$	Click here to enter \$	Click here to enter text.
Administrative costs directly related to the Project	\$5,000.00	\$5,000.00	Click here to enter \$	Click here to enter text.
Project promotional materials - Invitation to participate	\$250.00	\$100.00	\$150.00	City of Brandon
Rental or lease of facilities, equipment and/or machinery	Click here to enter \$	Click here to enter \$	Click here to enter \$	Click here to enter text.
Purchase of capital items for the execution of the Project	Click here to enter \$	Click here to enter \$	Click here to enter \$	Click here to enter text.
Other (please specify): Consulting fees	\$94,900.00	\$94,900.00	Click here to enter \$	Click here to enter text.
Contributions (please specify):	Click here to enter \$	Click here to enter \$	Click here to enter \$	Click here to enter text.
TOTALS for Each Column:	\$100,150.00	\$100,00.00	\$150.00	Click here to enter text.
A=B+C (Total A should equal B+C)	<b>A</b>	<b>B</b>	<b>C</b>	

Please note that ineligible expenses include:

- administrative and staffing costs associated with the execution of the applicant's regular activities;
- capital items not specifically required for the execution of the project, including land, building or major infrastructure;
- costs of establishing or re-establishing a commercial operation;
- Good and Services Tax, value-added taxes, or other items for which a refund or rebate is eligible to be received;
- hospitality and travel expenditures beyond Province of Manitoba Treasury Board guidelines or gifts associated with the hosting of events;
- profit;
- any costs which are eligible for Disaster Financial Assistance or other government disaster relief programs; and
- any other expenditure which, at the discretion of the Program Administrator, is deemed to be ineligible.



**Section D - DECLARATION and SIGNATURE OF APPLICANT**

The Applicant is a corporation, cooperative, Community or Non-Profit Entity (as those terms are described in the Program Terms and Conditions) and is not an individual, "for-profit" enterprise, and/or a government funded research station, agency, or institution.

Yes

The Applicant has members in, or has jurisdiction within or partially within the Affected Areas.

Yes

The Applicant understands the terms and conditions of the Program.

Yes

The undersigned is the properly authorized person to sign on behalf of the Applicant.

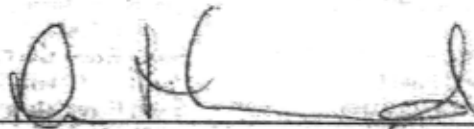
Yes

The Applicant has provided accurate information.

Yes

**DECLARED on behalf of the Applicant:**

Signature:



Position:

GM of Corporate Services

Date:

Aug 5, 2011

**OFFICE USE ONLY**

MAFRI Representative: Click here to enter text: Joy Dornian

GO Office: Click here to enter text: Brandon

Date Received: Click here to enter a date: August 5 2011

Project No: Click here to enter text: 10-010

Attachment 3

Vivianne Lockerby, C.P.P. Purchasing Manager Ph: (204) 729-2251 Fax (204) 726-8546  
City of Brandon 410 - 9<sup>th</sup> Street, Brandon, Mb R7A 6A2 [www.brandon.ca](http://www.brandon.ca)

April 5, 2012

LETTER OF NOTIFICATION

File No. #18/12

Item #L-31/12

Mr. Scott Crowley  
MNP LLP  
701-85 Richmond Street  
W. Toronto, ON  
M5H 2C9

RE: PROPOSAL

This is to notify you that the City of Brandon has accepted the Proposal which best met the City's requirements submitted by MNP LLP for the following:

**Business Continuity Expert Services for the Total Bid Price of \$89,040.00**


**Note:** An Agreement is being prepared by the Economic Development Department for your signature.

The above is as per Proposal and City of Brandon Specifications, F.O.B. 410-9<sup>th</sup> Street, Brandon, Manitoba and includes and includes (5%) G.S.T. The (7%) MB R.S.T. is exempt as per Manitoba Tax Bulletin Number 057.

General Information: All successful bidders of construction or service work in the City of Brandon must have a valid Business License. This is not applicable to suppliers of material goods only who carry out their business outside of the City limits of Brandon. The successful bidder shall be currently registered with the Worker's Compensation Board. Any inquiries from the above General Information should be addressed to:

City of Brandon  
Municipal Licensing  
410 Ninth Street  
Brandon, Manitoba R7A 6A2  
Phone: (204) 729-2230

Your interest in bidding is appreciated.

  
Vivianne Lockerby, C.P.P.  
Purchasing Manager  
CITY OF BRANDON

VL/ll

cc: Mrs. Sandy Trudel - Economic Development Brandon