

Memo

DATE: June 5, 2014

File: 500-3

TO: Matt Noble
City Manager

FROM: Myron Gulka-Tiechko
City Clerk/Solicitor

RE: Ongoing Content review of Immigration portal – City Website

You may recall that the Clerk/Solicitor's Department last quarterly report noted that the Immigration portal on the City website went live at the end of March, 2014.

This was the culmination of an almost two year effort. The provincial government provided grant funding in the amount of \$20,800 to assemble the content. This was part of a provincial strategy to encourage all larger municipalities to have up-to-date information available to potential immigrants to the province. As the City of Moose Jaw does not have program staff with competency in this area, the Clerk's Office contracted with the Moose Jaw Multicultural Council Inc. (MJMC) to assemble the necessary content and work with the City's webmaster to post the information. The MJMC contracted an outside researcher to prepare the necessary materials.

Part of the provincial expectation for this program is that the immigration portal be reviewed on a regular basis to ensure that core information remained current. Again, because the City does not have in house expertise in this area, the MJMC was contacted to determine their willingness to undertake a regular review. Discussion with the Executive Director of the MJMC resulted in a verbal agreement that MJMC would be willing to take on the project on a quarterly review basis for a fee of \$500 per quarter.

My purpose in writing is to request permission to formalize this arrangement by way of a letter agreement as well as to obtain approval for a source of funding for 2014.

The City has an ongoing relationship with the MJMC including two financial commitments. First, the City contracts with the MJMC to manage Happy Valley Park at a current annual cost of \$8,725 which is funded from account #161.6714 Parks – Happy Valley. Second, the City pays an annual grant to the MJMC essentially as a means to compensate them for taxable space they use. The 2014 amount was \$4,073. This contribution is paid out of Third Party Funding Account# 164.6776. This is a large account from which grants are channeled to external third party groups including, for example, Tourism Moose Jaw.

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It is proposed that funding for the remaining three quarters of 2014 come from this third party account (\$1,500). It is also proposed that an amount of \$2,000 be allocated to this budget for 2015 to create an on-going funding source. We would expect to review the immigration site maintenance matter later in 2015 to determine whether to continue such support.

In conclusion, may we have your approval to proceed on this basis, particularly with respect to the funding for 2014 on an overage basis?

Yours truly,



Myron Gulka-Tiechko
City Clerk/Solicitor
/hw

cc: Jody Hauta, Director of Parks and Recreation

THIS AGREEMENT MADE THIS 18 DAY OF December, 2012.

BETWEEN:

**THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW**

(the "City")

AND:

THE MOOSE JAW MULTICULTURAL COUNCIL INC.

(the "Council")

WHEREAS the City wishes to provide a user friendly portal to provide information to potential immigrants on community services, cultural contacts and overall amenities; and

AND WHEREAS the Council is willing to provide the services of a contract researcher to facilitate the development of content for a user friendly "Immigration" search of the City's website.

NOW THEREFORE the parties, in consideration of the premises, covenants and stipulations, hereby covenant and agree as follows:

1. The Council shall hire a researcher on a six month term contract to provide the Project Services set out below. The Council shall be solely responsible to recruit and supervise the researcher appointed to this term contract.
2. The goal of the project is to provide relevant and easily understood information for inclusion on the City's website. The "Project Services" to be undertaken by the researcher includes, but is not limited to, the following:
 - (a)(i) During the first two months meet with City webmaster to become familiar with the City's existing website design and become acquainted with existing resources and services already available on the website;
 - (ii) Review existing websites of other municipalities to determine the information content/type used in other model immigration sites;
 - (iii) Meet with the Council and a cross section of Moose Jaw groups consisting of or representing newcomers and immigrants to Canada to become familiar with

existing resources and typical concerns of newcomers in order to fully scope the content parameters for an ideal Immigration section;

- (b)(i) In the second two month segment to begin developing a comprehensive list of services and amenities and to also assemble pictorial profiles of immigrant group experiences and activities, posting summaries and pictures to which immigrants might relate;
 - (ii) A detailed and expansive listing of contacts and cultural communities will be developed;
 - (iii) A similar listing of professional resources, community profile and resources will be developed;
 - (c)(i) During the final two months the website content will be expanded to include representative "stories" of recent immigrants, highlighting their Moose Jaw experience;
 - (ii) Frequently Asked Questions from Immigrants (FAQ's) will also be developed for inclusion on the website.
3. The Council will provide the City with a monthly report of activities undertaken by the researcher and will also provide a final report at the end of the term appointment summarizing the work undertaken and notable achievement. This will be shared with the Provincial Government. The Council will also make reports available to the City's Cultural Diversity Advisory Committee.
4. The City will pay the Council the sum of \$20,800.00 to provide the Project Services. \$10,400.00 will be paid on signing. The remaining \$10,400.00 will be paid at the mid-point of the contract. It is understood and agreed that the researcher will be paid a maximum of \$19,300.00 over a six month period inclusive of salary and all benefits. The remaining \$1,500.00 is available to cover computer rental, miscellaneous supplies and services as well as a review of the website by a language editor to ensure appropriate levels of English are being used for site content.
5. The Council agrees to provide a monthly accounting statement itemizing the salary and benefits paid to the employee and any expenses incurred. Further, if there are unallocated

monies remaining at the end of the term project, these monies shall be returned to the City.

6. The term of this Agreement shall run from January 30, 2013 to July 31, 2013 unless agreed otherwise by the parties in writing.
7. It is agreed that any intellectual property rights which may accrue during the course of this website development shall accrue to the benefit of the City.
8. Notices under this Agreement must be in writing and delivered personally or by fax as follows:

To the City:

The City of Moose Jaw

228 Main Street North

Moose Jaw SK S6H 3J8

Fax: (306) 694-4528

Attention: City Clerk/Solicitor

To the Council:

The Moose Jaw Multicultural Council

60 Athabasca Street East

Moose Jaw SK S6H 0L2

Fax: (306) 694-0477

Attention: Executive Director

9. Indemnification
 - (a) The Council shall indemnify and save harmless the City from any and all costs, losses, damages, judgments, claims, demands, suits, action or other proceedings arising from anything done or omitted to be done by the Council in connection with the services.
 - (b) The City shall indemnify and save harmless the Council from any and all costs, losses, damages, judgments, claims, demands, suits, action or other proceedings

arising from anything done or omitted to be done by the City in connection with the services.

10. Choice of Law

This Agreement shall be governed and construed according to the laws in force in Saskatchewan.

11. Force Majeure

If either party is prevented from fulfilling its obligations under this Agreement due to any disability, strike, lock out, riot, fire invasion, tornado, cyclone, flood, act of God, the Queen's enemies or any other cause beyond the party's reasonable control (except lack of finances), the party will not be liable for the non-fulfillment of its obligations and the other party will not be liable for its concomitant obligations during such time.

12. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and except as otherwise stated herein contains all the representations and warranties of the respective parties.

13. Survival

The covenants in this section and section 7 will survive and continue to bind each party after any termination of the remaining covenants of this Agreement.

14. No Assignment

Neither party may assign this Agreement in whole or in part without the written consent of the other party.


IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals as attested to by the hands of their proper signing officers on that behalf on the day and year first above written.

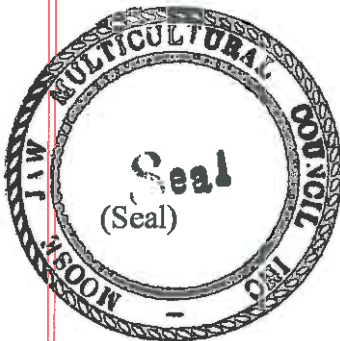
(Seal)



**THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW**


MAYOR


CITY CLERK



**THE MOOSE JAW MULTICULTURAL
COUNCIL INC.**



