



Minister
of Canadian Heritage



Ministre
du Patrimoine canadien

Ottawa, Canada K1A 0M5

MAR 27 2002

The Honourable Christy Clark, M.L.A.
Minister of Education and Deputy Premier
Government of British Columbia
Parliament Buildings, Room 248
Victoria, British Columbia V8W 9E2

Dear Ms. Clark:

Further to my letter of June 16, 2000, to your predecessor, the Honourable Penny Priddy, I am writing to you regarding the Government of Canada's contribution of \$15,000,000, toward the renovation and construction of several schools in British Columbia.

I am pleased to inform you that I have now signed the *Canada - British Columbia Auxiliary Agreement on Capital Projects*. I am sure you will agree that the projects described in this agreement will be important in ensuring the development and vitality of the Francophone community. You will find enclosed four copies of the Agreement. I would kindly ask you to countersign them and to return one English- and one French-language copy to the Official Languages Support Programs Branch of my department.

The collaborative efforts of both levels of government in developing these projects are to be commended, and I look forward to continuing to work with you to improve minority-language education and second-language instruction in British Columbia.

Yours sincerely,

Sheila Copps

Enclosures

Canada



**CANADA - BRITISH COLUMBIA AGREEMENT
FOR MINORITY-LANGUAGE EDUCATION
AND SECOND-LANGUAGE INSTRUCTION**

**CANADA - BRITISH COLUMBIA AUXILIARY AGREEMENT
ON CAPITAL PROJECTS**



**CANADA - BRITISH COLUMBIA AUXILIARY AGREEMENT
ON CAPITAL PROJECTS**

THIS AUXILIARY AGREEMENT has been concluded in English and in French on this 27th
day of March 2002

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, hereinafter referred
to as "Canada", represented by the Minister of Canadian Heritage

AND: HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,
hereinafter referred to as "British Columbia", represented by the Minister of
Education.

WHEREAS Canada recognizes, in the *Constitution*, the *Canadian Charter of Rights and
Freedoms* and the *Official Languages Act*, that English and French are the official languages of
Canada;

WHEREAS Canada is committed to promoting the prosperity of the official language minorities
in Canada and to supporting their development;

WHEREAS section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of
Canadian citizens belonging to the English- or French-language minority in a province or
territory to have their children educated in that language, at the elementary and secondary levels,
where numbers of students warrant, and that this right includes, where the number of those
children so warrants, the right to have them receive that instruction in minority-language
educational facilities provided out of public funds;

WHEREAS a Protocol for Agreement between Canada and the provincial and territorial
governments for minority-language education and second-language instruction (hereinafter
referred to as the "Protocol") was signed on February 23, 2000 by the Minister of Canadian
Heritage and the Chair of the Council of Ministers of Education, Canada, on behalf of all the
provincial and territorial ministers responsible for education;

WHEREAS under the aforementioned Protocol, a bilateral agreement relative to minority-
language education and second-language instruction (hereinafter referred to as the "bilateral
Agreement") was signed between Canada and British Columbia;

WHEREAS Canada, in accordance with the terms of the Auxiliary Agreement, is prepared to
allocate funds to implement several capital projects, for community facilities, which are
elementary and secondary school projects in British Columbia;

NOW THEREFORE, given the reciprocal agreements contained herein, this Auxiliary
Agreement bears witness to the fact that the parties agree on the terms and conditions hereinafter.

1. PURPOSE OF THE CONTRIBUTION

- 1.1 Subject to the provisions of Clause 2 of this Auxiliary Agreement, Canada agrees
to contribute towards the expenditures incurred by British Columbia in order to
carry out capital projects, for community facilities, hereinafter referred to as "the
projects", described in Schedule A "Canada - British Columbia Projects and
Estimates Contributions" and Schedule B "Description of Each Project and
Estimate of Eligible Cost", for its Francophone communities.



2. MAXIMUM AMOUNT OF CANADA'S CONTRIBUTION

2.1 Subject to the appropriation of funds by Parliament, the maintenance of current and forecasted budgetary levels provided for in the Official Languages in Education Program, and to the terms of this Auxiliary Agreement, Canada agrees to contribute towards the reasonable expenditures for the purpose described in Clause 1 of this Auxiliary Agreement up to a maximum of fifteen million dollars (\$15,000,000).

2.2 The amount referred to in Clause 2.1 shall be distributed as follows:

2001-2002:	\$ 160,000
2002-2003:	\$ 2,269,584
2003-2004:	\$ 1,169,180
2004-2005:	\$11,401,236

2.3 For more certainty funding provided by Canada for the projects referred to in clause 1.1 will be subject to approval of capital plans and capital funding by Province of British Columbia Treasury Board.

2.4 The amount referred to in Clause 2.1 shall be paid in accordance with expenses related to the projects specified in Schedule A and B, and such schedules as amended from time to time upon agreement by Canada and British Columbia.

2.5 Upon receipt of a formal request from British Columbia, the federal minister may modify Canada's contribution for specific projects as provided for in Schedules A and B, without modifying the maximum amount of the contribution specified in Clause 2.1 of this Auxiliary Agreement.

3. BRITISH COLUMBIA'S CONTRIBUTION

3.1 Canada's contribution is conditional on British Columbia's providing a financial contribution equivalent to or greater than that of Canada for the implementation of capital projects contained in Schedule A.

4. BUDGET

4.1 British Columbia agrees that the contributions referred to in Clause 2 shall apply only to the eligible expenditures described in Schedule B of this Auxiliary Agreement.

4.2 For the purpose of this Auxiliary Agreement, the eligible community facilities expenditures include, but are not limited to, expenditures in relation to an environmental assessment, renovation or construction of buildings, including site investigation, preparatory work, statements, preparation of plans and schedules of conditions, the parking lot, public service installations and expenditures in relation to essential furniture and equipment.

5. PAYMENT

5.1 Canada agrees to pay to British Columbia, over the course of fiscal years, 2001-02, 2002-03, 2003-04 and 2004-05, the contributions referred to in Clause 2.2 of this Auxiliary Agreement as follows:

- a) an initial payment, representing about one half (50%) of Canada's contribution for the current fiscal year, upon receipt and acceptance by Canada of the following:
 - i) an updated version of Schedule A "Canada - British Columbia Projects and Estimated Costs";



- ii) an updated version of Schedule B "Description of Each Project and Estimate of Eligible Costs";
 - iii) a work schedule for the current fiscal year and the remaining years of the project;
 - iv) a list of furniture and equipment to be purchased during the current fiscal year;
- b) a second payment, not exceeding the balance of the approved contribution for the current fiscal year, shall be made upon receipt and acceptance by Canada of the following:
- i) certified interim financial statements reporting detailed actual expenditures for the period beginning April 1 and ending January 31 of the current fiscal year and supporting documents, and a forecast of expenditures for the two-month period ending March 31 of the current fiscal year;
 - ii) certified final financial statements reporting detailed actual expenditures and a final activity report for the 12-month period ending March 31 of the previous fiscal year and supporting documents, except for 2001-02.

5.2 All contributions payable for renovation or construction costs shall be subject to the receipt and acceptance by Canada of copies of the related signed contracts (for example, contracts with the architect or with the building contractor) and shall be made only when the environmental assessment provided for in Clause 10.1 has been completed to Canada's satisfaction.

5.3 The payments to be made by Canada to British Columbia pursuant to this Auxiliary Agreement shall be made within sixty (60) working days after receipt of the documents referred to in Clauses 5.1 and 5.2, provided that the data in the said documents are consistent with the terms and conditions of this Auxiliary Agreement and that British Columbia has followed up on any questions raised by Canada, where applicable.

6. OVERPAYMENT

6.1 In the event that payments made to British Columbia under this Auxiliary Agreement exceed the amounts to which British Columbia is entitled under this Auxiliary Agreement, any such surplus is payable forthwith to Canada. Where any surplus payable has not been repaid, an amount equal to the surplus may be deducted by Canada from any subsequent contribution amount payable to British Columbia.

7. ACTIVITY REPORTS, FINANCIAL STATEMENTS AND RELATED DOCUMENTATION

7.1 In addition to the certified financial statements and activity reports referred to in Clause 5.1, British Columbia shall submit to Canada certified final financial statements, supporting documentation and an activity report for the 2004-05 fiscal year in the six months following the end of that fiscal year.

7.2 For the purposes of this Auxiliary Agreement, the certified financial statements referred to in Clauses 5.1 and 7.1 refer to the detailed statements of expenditures incurred by British Columbia for each of the activities funded under this Auxiliary Agreement during the period contemplated. The certified financial statements shall clearly indicate all sources of revenue and all expenses incurred for the projects.



- 7.3 British Columbia shall submit to Canada a document attesting the official opening of new establishments.
- 7.4 For the purposes of this Auxiliary Agreement, each financial statement provided to Canada by British Columbia shall be certified by a senior program officer and a senior financial officer, both of whom shall be duly authorized by British Columbia and accepted by Canada.
- 7.5 For the purposes of this Auxiliary Agreement, the term "supporting documents" referred to in Clauses 5.1 and 7.1, means :
- a) when applied to architect's fees, certification by the ministry, and renovation or construction costs, a written certificate by the architect acknowledging the value of work completed in accordance with the contractual documents;
 - b) when applied to essential furniture and equipment, a document prepared and certified by British Columbia listing the goods purchased, their price and their quantity;
 - c) when applied to the title of a property, a copy of the Certificate of Title.

8. TENDERS

- 8.1 Before awarding the renovation or construction contracts for the establishments, British Columbia shall publish a call for tenders in one or more English-language and French-language newspapers.

9. RENOVATION PLAN, ESSENTIAL FURNITURE AND EQUIPMENT

- 9.1 British Columbia shall submit for Canada's approval the Project Definition, detailed schedule and budget for the renovation or construction work, and shall have completed to Canada's satisfaction, the environmental impact assessment provided for in Clause 10.1.
- 9.2 The new establishments shall be substantially complete and ready for occupancy by no later than March 31, 2005.
- 9.3 British Columbia shall ensure that the new facilities are accessible to disabled persons, according to the British Columbia Building Code.
- 9.4 For the purpose of this Auxiliary Agreement, "essential furniture and equipment" means the furniture and equipment necessary for the operation and maintenance of the building and the land that are usually and reasonably provided for in such an institution in British Columbia, excepting perishable items.

10. ENVIRONMENTAL IMPACT ASSESSMENT

- 10.1 British Columbia acknowledges Canada's obligations in the area of environmental assessment and undertakes to provide Canada with all information and analyses necessary for the assessment of the environmental effects with respect to the projects that are the subject of this Auxiliary Agreement, in accordance with the *Canadian Environmental Assessment Act*.
- 10.2 The costs of the environmental assessment are an integral part of the projects costs and, as such, are eligible for financial assistance by Canada, in accordance with the provisions of this Auxiliary Agreement.
- 10.3 British Columbia shall respect any municipal, provincial and federal by-laws and regulations related to the protection of the environment.



11. CONSULTATION

- 11.1 British Columbia will ensure representatives of the *Conseil scolaire francophone* and Francophone communities have been consulted, when deemed necessary, during the planning, design and implementation phases of the renovation or construction projects. Principal representatives shall agree on appropriate consultation and decision-making mechanisms.

12. PARTNERSHIP

- 12.1 The parties acknowledge that this Auxiliary Agreement does not constitute an association for the purpose of forming a partnership or joint venture, nor does it create any agency relationship between Canada and British Columbia.

13. ACCESS TO PREMISES

- 13.1 British Columbia shall allow the Minister of Canadian Heritage or her representatives to visit the premises or sites where the activities funded under this Auxiliary Agreement are being carried out.

14. PUBLIC ACKNOWLEDGEMENT

- 14.1 During the renovation or construction, British Columbia shall publicly acknowledge Canada's contribution, in both official languages, and shall allow representatives of Canada to participate fully in any official ceremony to mark Canada's contribution to the project and, at the conclusion of the work, in the official opening of the establishments.
- 14.2 Upon completion of the renovation or construction, British Columbia shall install a plaque acknowledging Canada's participation in the project. The text of this plaque, which shall be written in English and French, and its presentation, shall be submitted for Canada's approval.

15. INSURANCE

- 15.1 British Columbia shall take the necessary steps to ensure that each establishment is insured at all times against fire, loss or damage, regardless of causes, for the full replacement value of the project.

16. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE AND THE LEGISLATIVE ASSEMBLY OF BRITISH COLUMBIA

- 16.1 No member of the House of Commons, the Senate or the Legislative Assembly of British Columbia may be admitted to any share or part of this Auxiliary Agreement or to any benefit arising therefrom.

17. OFFICIALS AND EMPLOYEES OF THE GOVERNMENT

- 17.1 No official or employee of Canada may be admitted to any share or part of this Auxiliary Agreement or to any benefit arising therefrom without the consent in writing of the Minister to whom the official or employee reports.

18. LIABILITY OF CANADA

- 18.1 Canada is not liable for any injury, including fatal injury, or material damage suffered by British Columbia or anyone else as a result of the implementation of this Auxiliary Agreement by British Columbia unless such injuries or damages are attributable to the fault of an employee or agent of Canada in the course of his or her duties.



19. INDEMNIFICATION

19.1 British Columbia shall indemnify Canada and the Minister of Canadian Heritage and their servants or agents and release them from any liability for and against all claims, losses, damages, costs and expenses related to any injury or death of a person, or loss or damage to property caused or alleged to be caused by British Columbia or its servants or agents in carrying out the activities described in this Auxiliary Agreement.

20. METHOD OF AMENDMENT AND TERMINATION

20.1 This Auxiliary Agreement may be modified by written consent of both parties or any persons duly authorized in writing to act on their behalf.

20.2 The parties may, by mutual agreement in writing, amend this Auxiliary Agreement, extend or terminate it during the term of the Agreement.

20.3 Either party may terminate this Auxiliary Agreement at the end of the current fiscal year by giving notice in writing to the other party at least one full fiscal year in advance.

20.4 Upon receipt of such a notice as described in Clause 20.3:

- a) no new measure shall be undertaken; and
- b) the existing measures shall terminate as of the date provided for in this notice and no expenditure shall be made after the date of expiration of this Auxiliary Agreement.

21. DURATION

21.1 This Auxiliary Agreement shall be binding on both parties, to this agreement, only during the period beginning April 1, 2001 to March 31, 2005, and all contributions payable by Canada under the terms of this Auxiliary Agreement shall be paid in accordance with the activities carried out and British Columbia's expenditures during that period.

22. FINANCIAL AUDIT

22.1 British Columbia shall keep accounts and records for the projects, which shall at reasonable times, be open to audit and inspection by authorized representatives of Canada who may make copies and take extracts therefrom.

22.2 British Columbia shall afford facilities for audit and inspection and shall furnish authorized representatives of Canada with such information as Canada or they may from time to time require.

23. COMMUNICATIONS

23.1 Any notice concerning this Auxiliary Agreement intended for Canada shall be sent by mail to the following address:

The Minister of Canadian Heritage
Ottawa, Ontario
K1A 0M5

23.2 Any notice concerning this Auxiliary Agreement intended for British Columbia shall be sent by mail to the following address:

The Minister of Education
Government of British Columbia
Parliamentary Buildings
Victoria, British Columbia
V8V 1X4



23.3 Any notice sent in this way shall be deemed to have been received after the time required for a letter to reach its destination under normal circumstances.

24. SCHEDULE

24.1 The attached Schedules are an integral part of this Auxiliary Agreement:

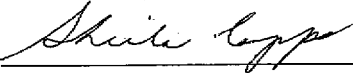
Schedule A "Canada - British Columbia Projects and Estimated Contributions";
and
Schedule B "Description of Each Project and Estimate of Eligible Costs".

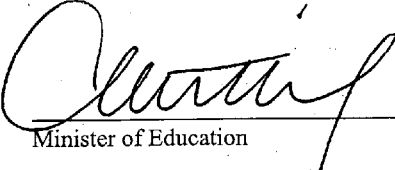


IN WITNESS HEREOF, the parties have signed this Auxiliary Agreement on the date first above written.

ON BEHALF OF CANADA

ON BEHALF OF
BRITISH COLUMBIA


Minister of Canadian Heritage


Minister of Education

IN THE PRESENCE OF:

IN THE PRESENCE OF:


Witness


Witness



SCHEDULE A

CANADA – BRITISH COLUMBIA PROJECTS AND ESTIMATED CONTRIBUTIONS

Approved Projects	Project Name	BC Previous Expenditures not included in total project cost	Total Project Cost	BC Contribution	Canada Contribution	Estimated Expenditures (Canada Contributions)			
						2001-02	2002-03	2003-04	2004-05
Project No.									
111876	Gabrielle-Roy Regional School	\$3,385,203	\$12,515,772	\$10,458,405	\$2,057,367	\$120,000	\$1,278,662	\$658,705	\$0
111874	André Piolat Regional School	\$6,550,000	\$8,714,352	\$7,172,955	\$1,541,397	\$40,000	\$990,922	\$510,475	\$0
Future projects to be approved									
	Vancouver Area Region	\$9,644,000	\$17,038,452	\$12,538,452	\$4,500,000	\$0	\$0	\$0	\$4,500,000
	Victor Brodeur School (Greater Victoria)	\$4,000,000	\$11,274,000	\$8,274,000	\$3,000,000	\$0	\$0	\$0	\$3,000,000
	Des Pionniers Regional School (Coquitlam)	\$0	\$13,000,000	\$11,000,000	\$2,000,000	\$0	\$0	\$0	\$2,000,000
	Les Deux-rives (Mission, Abbotsford, Maple Ridge East)	\$0	\$3,614,954	\$2,814,954	\$800,000	\$0	\$0	\$0	\$800,000
	L'Anse-au-sable (Kelowna Region)	\$0	\$3,191,200	\$2,791,200	\$400,000	\$0	\$0	\$0	\$400,000
	La Vétendrye (Chilliwack Region)	\$0	\$1,234,570	\$834,570	\$400,000	\$0	\$0	\$0	\$400,000
	Des Voyageurs (Langley Region)		\$1,094,604	\$793,368	\$301,236	\$0	\$0	\$0	\$301,236
	Total	\$23,579,203	\$71,677,904	\$56,677,904	\$15,000,000	\$160,000	\$2,269,584	\$1,169,180	\$11,401,236





SCHEDULE B

CANADA-BRITISH COLUMBIA AUXILIARY AGREEMENT ON
CAPITAL PROJECTS

DESCRIPTION OF EACH PROJECT AND ESTIMATE OF ELIGIBLE COST

Gabrielle-Roy Regional School (Surrey) Project

Cost Description	Canada Cost (\$)	British Columbia Cost (\$)	Estimate Fiscal Year 2001/02 (\$)	Estimate Fiscal Year 2002/03 (\$)	Estimate Fiscal Year 2003/04 (\$)
Site Development	354,791				
Construction	1,319,693				
Equipment and Furnishings	239,000				
Fees	137,590				
Contingency	6,293				
Total	2,057,367	10,458,405	120,000	1,278,662	658,705

The following community enhancements can be incorporated into the design of the new elementary/secondary school to serve the Surrey area francophone population:

- 10 Pre-School
- 20 120 Seat Experimental Theatre
- 30 Expanded Multi-Purpose Room that will serve as a Second Gym and a Stage for the Large Gym.





André-Piolat Regional School (North Vancouver) Project

Cost Description	Canada Cost (\$)	British Columbia Cost (\$)	Estimates Fiscal Year 2001/02 (\$)	Estimates Fiscal Year 2002/03 (\$)	Estimates Fiscal Year 2003/04 (\$)
Site Development	238,593				
Construction	1,004,537				
Equipment and Furnishings	162,785				
Fees	103,183				
Contingency	32,299				
Total	1,541,397	7,172,955	40,000	990,922	510,475

The following community enhancements are to be incorporated into the design of a new elementary/secondary school to serve the North Vancouver area francophone population:

- 10 Pre-School
- 20 Expanded Gym
- 30 Expanded Library
- 40 Performing Arts Component
- 50 Community Foyer



Vancouver Regional School (Vancouver) Project

Cost Description	Canada Cost (\$)	British Columbia Cost (\$)	Estimate Fiscal Year 2001/02 (\$)	Estimate Fiscal Year 2002/03 (\$)	Estimate Fiscal Year 2003/04 (\$)	Estimate Fiscal Year 2004/05 (\$)
Site Development	1,395,135					
Construction	2,372,772					
Equipment and Furnishings	428,076					
Fees	225,368					
Contingency	78,649					
Total	4,500,000	12,538,452	0	0	0	4,500,000

Note 1 - Projected total cost only. Refer to Section 2, Clause 2.3.

Community enhancements will be incorporated into the design of a new school in the Vancouver area. Acquisition of land is anticipated in order to accommodate the building footprint and parking requirements. When a site is purchased then a 980 student capacity school will be built. The following enhancements are under consideration:

- 10 Full Day Kindergarten
- 20 Pre School
- 30 Performance Arts
- 40 Expanded Library
- 50 Expanded Gymnasium
- 60 Expanded Multi-Purpose Area
- 70 Ancillary spaces such as mechanical, washrooms, circulation and structure.



Des Pionniers Regional School (Coquitlam) Project

Cost Description	Canada Cost (\$)	British Columbia Cost (\$)	Estimates Fiscal Year 2001/02 (\$)	Estimates Fiscal Year 2002/03 (\$)	Estimates Fiscal Year 2003/04 (\$)	Estimates Fiscal Year 2004/05 (\$)
Site Development	232,108					
Construction	1,200,000					
Equipment and Furnishings	331,200					
Fees	169,729					
Contingency	66,963					
Total	2,000,000	11,000,000	0	0	0	2,000,000

Note 1 - Projected total cost only. Refer to Section 2, Clause 2.3.

Community enhancements can be incorporated into surplus space at the existing school buildings. The following enhancements are under consideration:

- 10 Convert industrial education annex for various community facilities
- 20 Day Care
- 30 Pre School
- 40 After School Program
- 50 Site Development for fields, tennis courts, skate board park, adventure playground, etc.
- 60 Library - purchase books and equipment for adult use.



Victor Brodeur School (Greater Victoria) Project

Cost Description	Canada cost (\$)	British Columbia Cost (\$)	Estimates Fiscal Year 2001/02 (\$)	Estimates Fiscal Year 2002/03 (\$)	Estimates Fiscal Year 2003/04 (\$)	Estimates Fiscal Year 2004/05 (\$)
Site Development	250,560					
Construction	1,875,000					
Equipment and Furnishings	517,500					
Fees	255,673					
Contingency	101,267					
Total	3,000,000	8,274,000	0	0	0	3,000,000 Note 1

Note 1 - Projected total cost only. Refer to Section 2, Clause 2.3.

It is anticipated that the community enhancements can be accommodated within surplus space at the existing school. The enhancements are under consideration:

- 10 Performing Arts Centre
- 20 Day Care
- 30 Pre School
- 40 After School Program
- 50 Site Development
- 60 Library - purchase of books and supplies for adult use.



Enhancements to Francophone homogeneous schools (K-7) that have been transferred to the *Conseil scolaire francophone*

Renovations and additions are recommended for these schools

School	Capital Project Enhancements	Canada Cost (\$)	British Columbia Cost (\$)	Estimates Fiscal Year 2001/02 (\$)	Estimates Fiscal Year 2002/03 (\$)	Estimates Fiscal Year 2003/04 (\$)	Estimates Fiscal Year 2004/05 (\$)
Les Deux-rives	New addition for secondary Grades	800,000	2,814,954				Note 1 800,000
L'Anse-au-sable	Renovation and addition	400,000	2,791,200				Note 1 400,000
La Vérendrye	New Addition	400,000	834,570				Note 1 400,000
Des voyageurs	Renovation and addition	301,236	793,368				Note 1 301,236
Total		1,901,236	7,234,092	0	0	0	Note 1 11,901,236

Note 1 - Projected total cost only. Refer to Section 2, Clause 2.3.

