



CITY OF RICHMOND

REPORT TO COMMITTEE

To Community Services - March 28, 2000

TO: Community Services Committee  
FROM: Vern Jacques, Manager, Arenas  
RE: Operating Agreements- West Richmond Community Association  
and Steveston Community Society

DATE: March 16, 2000

FILE: 1000-10-019  
xr: 1000-10-040

00-007

STAFF RECOMMENDATION

That Council authorize the Mayor and the City Clerk to execute the attached Operating Agreements between Steveston Community Society and the City of Richmond and the West Richmond Community Association and the City of Richmond, effective May 1, 2000.

*Kate Sparrow*

Kate Sparrow  
Director, Recreation and Cultural Services

Att. 2

FOR ORIGINATING DIVISION USE ONLY		
ROUTED TO:	CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Law .....	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<i>Chris White</i>

STAFF REPORT

ORIGIN

At the City Council meeting of August 23, 1999 the following resolution was approved. "That the Steveston Community Society and the West Richmond Community Association each be formally advised that the City wishes to develop a new Operating Agreement with their respective organizations."

With this report staff are bringing forward for approval Operating Agreements with Steveston Community Society and West Richmond Community Association. (See Attachment 1 and Attachment 2)

ANALYSIS

The process of developing these Operating Agreements began in September 1999 with three associations, West Richmond Community Association, South Arm Community Association and Steveston Community Society. Significant work was done on the clarification of the generic portion of the agreement resulting in some changes in wording. (In bold writing in the agreements). This was circulated to Community Services Committee in December of 1999. The areas specific to each association were then developed separately and have been approved by their respective boards of directors.

During the process of determining the geographical area for West Richmond an oversight with the Thompson Community Association agreement was identified. In establishing the southern boundary of the Thompson Area as being along Blundell Road west to the dyke, the area surrounding Quilchena School was included. This area has a long history of being serviced by the West Richmond Community Association. Therefore, the area bounded on the north by Granville Avenue, on the west by No. 1 Road, on the south by Blundell Road and on the west by the dyke is included as being part of West Richmond's geographical area. The Thompson Community Association board has been consulted and are agreeable to this and to having their area adjusted accordingly.

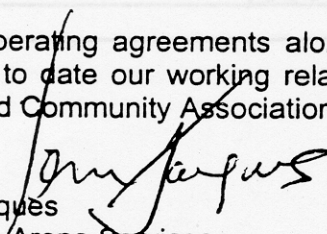
These agreements have one year review clauses to allow for changes or additional items to be included if circumstances require.

FINANCIAL IMPACT

None.

CONCLUSION

These operating agreements along with the process of developing them have allowed us to bring up to date our working relationships with both Steveston Community Society and West Richmond Community Association.

  
Vern Jacques  
Manager, Arena Services

## AGREEMENT

**BETWEEN: CITY OF RICHMOND**, 7577 Elmbridge Way, in the City of Richmond, Province of British Columbia, V6X 2Z8

(hereinafter referred to as the "City")

**AND: STEVESTON COMMUNITY SOCIETY**

(hereinafter referred to as the "Society")

### 1. **Facilities**

The facilities to be operated by the Society under this agreement are:

1.1 List facilities, hereto referred to as "the facilities".

- a) Steveston Community Centre – 4111 Moncton Street, Richmond, BC, V7E 3A8
- b) Netshed Indoor Tennis Facility- 4111 Moncton Street, Richmond, BC, V7E 3A8
- c) Japanese Canadian Cultural Centre – 4251 Moncton Street, Richmond, BC, V7E 3A8
- d) Steveston Martial Arts Centre-4251 Moncton Street, Richmond, BC, V7E 3A8
- e) Recreation Programmable spaces within Steveston Park as highlighted
- f) Storage Facilities as highlighted

### 2. **Personnel**

#### 2.1 City Staff Hiring

The City will make the final determination in the selection of all City staff positions. The City will inform the Society of the selection process for the senior position at the facility and the Society will have the option of sending a representative for the selection process to provide input.

#### 2.2 City staff duties and responsibilities

Assignment of duties, priorities and responsibilities of City staff will be the responsibility of the senior City staff person responsible for that operation or his/her designate.

The Society will, where possible, be informed by the City one month in advance of major changes in job responsibilities for City staff in the Recreation and Cultural Services Department that work in facilities identified in Section 1.1.

#### 2.3 City staff evaluation

The City is responsible for City staff evaluations. The City will seek input from the Society on the formal evaluation of the senior City staff person in the operation.

#### 2.4 City staff transfers

The City is responsible for the transferring of City staff. The City will inform the Society in a timely manner after informing all of the staff involved in the transfer. The City will attempt to inform the Society one month in advance of the actual transfer date of City staff. If the Society has concerns about the transfer of City staff they may give written notice to the Director of Recreation and Cultural Services.

The City reserves the right to make transfers of City staff without giving prior notice when it considers such transfer to be a necessity and in the best interest of the City.

#### 2.5 Staff Training

The City shall be responsible for the training of City staff and the City will inform the Society on any training courses that are available for members of the Society or for Society program staff.

## 2.6 Society Program Staff

The Society is the employer of the Society program staff. The Society is responsible for determining the mandate job descriptions, and policies for hiring, evaluation and termination and other personnel policies for Society program staff. The performance management and the assignment of work on an ongoing basis is delegated to City staff by the Society.

## 3. Facility and Equipment Ownership and Operations

The City owns or leases the facilities designated under Section 1.

### 3.1 Provision of Equipment

**The City will provide equipment that is primarily used for facility operation and administration. The Society will provide equipment that is primarily used in the provision of programs and for board functions. Where equipment is used for a range of purposes responsibility for purchase will be determined on an item by item basis. A list is provided in the Addendum.**

### 3.2 Equipment Ownership & Maintenance

**Whichever party purchases equipment will maintain ownership of the equipment unless there is specific agreement otherwise. Ownership of equipment jointly purchased will be decided at the time of purchase. Whichever party owns the equipment is responsible for maintenance of the equipment.**

### 3.3 Facility Operating Procedures

It is the responsibility of the senior City staff, with input from the Society, to develop a **facility** operational manual and to implement the procedures.

### 3.4 Operating Hours

The operating hours of the facility will be established by the City on a seasonal basis. The Society **may provide input on operating hours to the Senior City Staff Person assigned to the facility.**

### 3.5 Facility Use for Rentals

The Society may rent out space in the facilities identified in Section 1.1 as required for its or City purposes.

The Society is responsible for setting policies, rates and conditions for rentals, subject to City policies. It is the responsibility of City staff to advise the Society of applicable City policies.

City staff will be responsible for the administration of rentals.

The Society will receive all rental revenues and be responsible for all direct costs incurred with the rentals. Revenues received from said rentals will be used to enhance programs, facilities and services sponsored by the Society, as per their mandate.

The facilities will be made available at no cost for City functions subject to prior commitment.

3.6 City staff are responsible for allocating space in the facility subject to Society policy.

### 3.7 Security

The security of the facilities is the responsibility of the City.

## 4. Maintenance

### 4.1 Facility Maintenance

The City will be responsible for maintaining the facilities to City standards and safety standards set by W.C.B. Day to day janitorial maintenance will be the responsibility of the City.

The Society may provide input on the level and quality of maintenance to the senior City staff person in the operation.

When possible, the City will facilitate volunteer maintenance initiatives developed by the Society provided that no City standards or existing contracts affecting the City are contravened.

#### 4.2 Facility Improvements and Renovations

Facility improvements and renovations may be initiated by the City or the Society. Funding for these improvements will be determined on an individual project basis. The City must approve any such changes.

**The City will seek input from the Society into City initiated facility improvements or renovations.**

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5.1 The Society will be consulted **during the planning stage**, on any development of City recreation facilities adjacent to the facility outlined in Section 1.1. The Society will be informed **during the planning stage**, of any City recreation or cultural facility development within their geographical area or area of special interest.

### 6. Programs

#### 6.1 Sponsorship of Programs and Special Events

The Society is responsible for sponsoring the events, programs and special events in the facilities listed in Section 1.1., except for City functions referred to in Section 3.5

#### 6.2 Program Diversity and Balance

The City is responsible for assessing and monitoring overall Richmond community needs and facility usage. The City will forward the results of any pertinent surveys **or other information** to the Society, forthwith.

**City staff will provide the Society with reports on program registration and facility use regularly or when requested by the Society.**

The Society is responsible for sponsoring a diverse and balanced set of recreational opportunities. If the City is concerned about the lack of diversity, they will formally present their concerns to the Society.

#### 6.3 Program Fees and Charges

The Society, with input from the City, is responsible for setting fees and charges which encourage maximum participation in conjunction with Society financial goals or City mandate.

#### 6.4 Program Costs and Revenues

Program costs and revenues are the responsibility of the Society.

#### 6.5 Program Publicity

The City will provide promotional information on recreation and cultural opportunities on a regular basis.

### 7. Finances

7.1 Specific financial agreements between the City and the Society will be identified in Schedule "A".

### 8. Insurance

8.1 The City will name the Society, at a yearly stated cost to the Society, as an additional insured in its liability insurance for all activities of the Society. The City is responsible for insuring the facilities and City property. The Society is responsible for insuring the property owned by the Society.

8.2 The Society will provide insurance for its special events and name the City as an additional insured.

8.3 The Society will develop policies that will ensure that renters of the facilities have the required liability insurance outlined in the Licence to Occupy agreement.

9. **Society Registration**

9.1 The Society will maintain and provide proof of its registered non-profit Society status. The Society will provide to the City, through the Recreation and Cultural Services Department, a list of Directors, minutes of the Annual General Meeting and approved Financial Statement within sixty (60) days of its Annual General Meeting.

10. **Resolution Process**

10.1 If the parties are unable to resolve a dispute pertaining to this agreement, the issue will be presented to the Chairperson of the Society and the Director of Recreation and Cultural Services for resolution. If resolution is not attained **within 60 days** the issue will be brought forward to the City Council, through Community Services Committee, for resolution, which resolution shall be final and binding upon the parties.

11. **Terms of the Agreement**

11.1 In operating and maintaining the facilities covered by this Agreement the Society will abide by all applicable agreements, Council direction, City policies and legislation.

11.2 The term of this agreement will be one year commencing on \_\_\_\_\_. The Agreement may be terminated by either party upon giving a six months written notice. If no written notice of termination is given, the Agreement will be extended for further one year periods. The Agreement must be reviewed in its entirety on or before the fifth anniversary of the signing of this agreement.

11.3 Either party may request in writing, that the terms and conditions, other than those relating to the term and renewal of the Agreement, be reviewed and revised. If the request is mutually acceptable, any changes will be incorporated, in writing, into this Agreement or any renewal thereof.

11.4 If the Society is in material breach of a term of this Agreement, the City may terminate this Agreement subject to the following:

(a) The City will give to the Society written notice, such notice will set out the material breach and the City's intention of terminating this Agreement; and

(b) If the Society fails to cure the breach within 60 days of receipt of the notice the City may terminate this Agreement upon 7 days written notice.

DATED on the      day of                      , 2000

Signed, Sealed and Delivered  
by the **CITY OF RICHMOND**  
in the presence of:

\_\_\_\_\_  
Greg C. Halsey-Brandt  
Mayor

\_\_\_\_\_  
J. Richard McKenna  
City Clerk

Signed, Sealed and Delivered  
by the **STEVESTON COMMUNITY SOCIETY**  
in the presence of:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

## **SCHEDULE A FINANCIAL AGREEMENT**

1. Pursuant to this agreement, the City will pay for those functions that have been identified as City responsibilities. The Society will pay for those functions that have been identified as Society responsibilities.
2. The Society will submit a copy of their operating budget to the City annually within 30 days of it being approved by the Board of Directors.
3. The Society will not budget for a deficit in its operations.
4. The Society will present each year to its members for approval at its Annual General Meeting, financial statements which have been audited, reviewed, or prepared by an independent accredited accountant. Those statements shall be provided to the City within 30 days after that meeting.
5. Revenue from all vending services from facilities designated in 1.1 will be received by the Society.

**Addendum to Operating Agreement for  
Steveston Community Society**

1. The geographical area that is identified in Section 5.1 of the Operating Agreement is outlined in Attachment 2.
2. The special event for Steveston Community Society although formally provided by the "R.A.I.S." is Steveston Salmon Festival.
3. Steveston Community Society will, on an annual basis, identify which committees will be active, the mandate of these committees, the frequency of meetings and the level of staffing they may require. City staff, through the Coordinator, will review these on an annual basis and identify the level of staffing that can be provided. Both the Society and the City will make best efforts to ensure there is effective time and meeting management.
4. The City, through the Coordinator, in conjunction with the Steveston Community Society, will develop an orientation to operation for new or transferred full time staff. The City will ensure that this orientation occurs in a timely manner.
5. The designated equipment at Steveston Community Centre will be purchased and maintained according to the following:
  - Photocopier Purchased and maintained by Steveston Society
  - Photocopy Paper and Toner Purchased by the City
  - Present Cash Register Purchased and maintained by Steveston Society (including service)
  - Point of Sale (computer) Purchased and maintained by the City
  - Lap Top Computer Purchased by the Steveston Society and the City (50/50 split)  
Maintained and upgraded by the City
  - Computers and Upgrades Purchased and maintained by the City
  - Telephones Purchased and maintained by the City
  - Tables and Chairs Purchased and maintained by Steveston Society
  - Read-o-graph Sign on Moncton Purchased by the City and Steveston Society (50/50 split)  
Maintained by Steveston Society
  - Children's Playground Purchased by Steveston Society  
Maintained by the City

DATED on the \_\_\_\_\_ day of \_\_\_\_\_, 2000

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in the presence of:

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## PREAMBLE TO OPERATING AGREEMENT

Whereas:

A. The City of Richmond, through the Recreation and Cultural Services Department, wishes to continue to work in a partnership with a variety of community organizations in the delivery of recreation and cultural services.

B. The City of Richmond values the work undertaken by these community volunteers.

C. The City retains the ability to act in the best interest of the customers and the community as a whole. Subject to the foregoing, the City will demonstrate best efforts in ensuring the efficient operation of the recreation and cultural facilities.

D. Both the City and the Society agree on the value of more clarity in determining their respective roles and responsibilities and have therefore entered into this agreement.

E. The following definitions will provide increased clarity and will be used in the Agreement ( in bold):

**Information:** The decision is the sole responsibility of one party and this decision is communicated to stakeholders. Input and feedback are not solicited.

**Input:** A series of options are laid out and feedback from stakeholders is sought. Final decision rests with one party.

**Consultation:** On a particular topic stakeholders are asked for their opinion, ideas and solutions. There may some stated specific outcomes. The final decision, while resting with one party, takes into account some, all or none of the advice from the individual stakeholders but reflects collective input.

**Society(s):** The Society, represented and governed by a Board that is elected by the members of the respective non-profit Society. The Society sets the policies for the operation of the facilities and the City staff implement these policies. The need for policy or change of policy may be identified by either party. **Where the term “chairperson” is used it will mean president where applicable.**

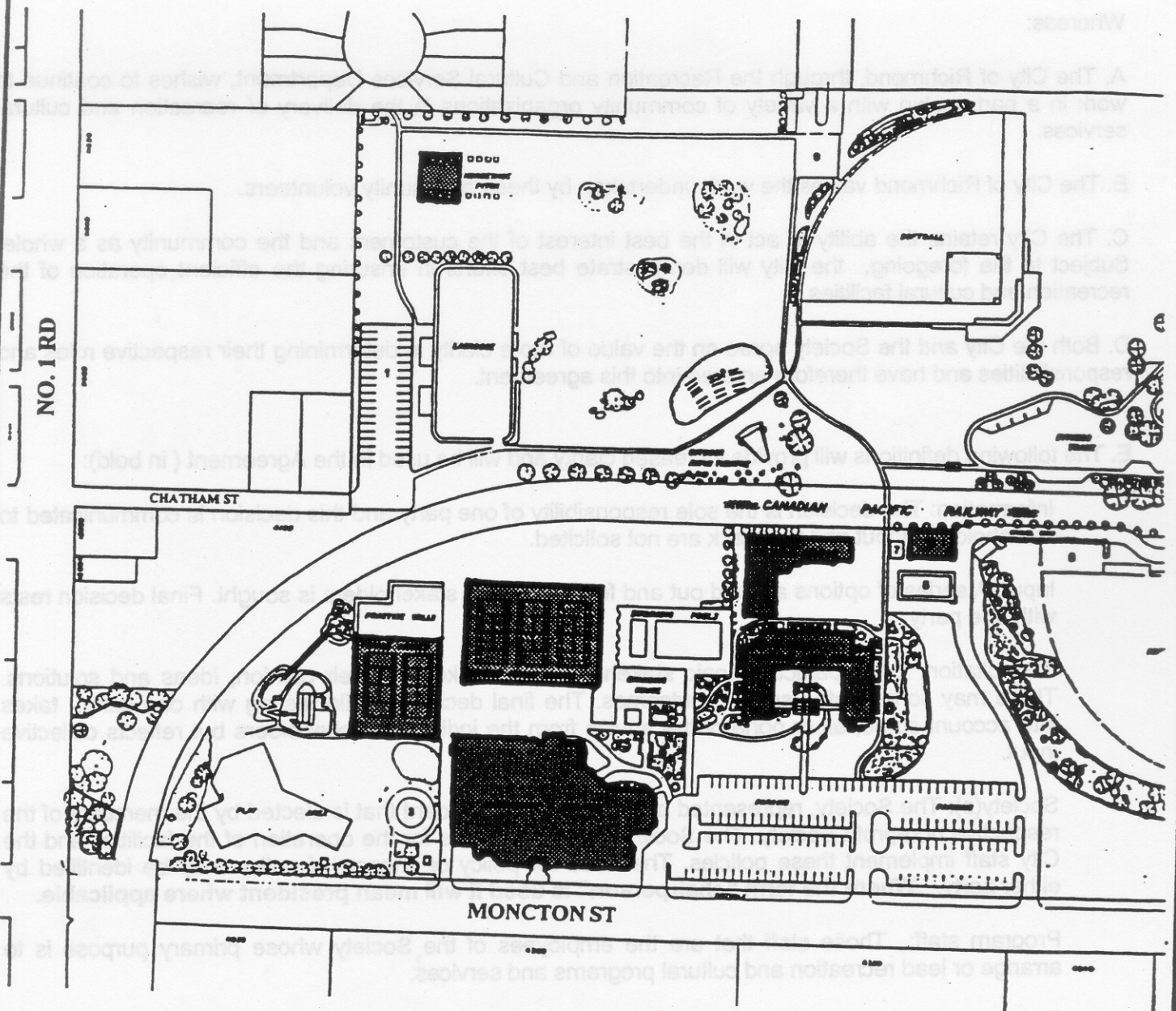
**Program staff:** Those staff that are the employees of the Society whose primary purpose is to arrange or lead recreation and cultural programs and services.


**Performance Management:** This includes the process of giving regular feedback, conducting periodic job performance reviews and implementing progressive discipline as defined by the Employment Standards Act and the Society’s personnel policies.

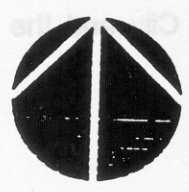
**Policy: An ongoing rule of conduct approved by City Council or the Society Board of Directors within their mandate, and appropriately documented in minutes.**

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Therefore, the following Operating Agreement will outline the general terms between the City and the Society. Specific areas will be outlined in the addendum between the City and each Society.



 Programmable Recreation Spaces



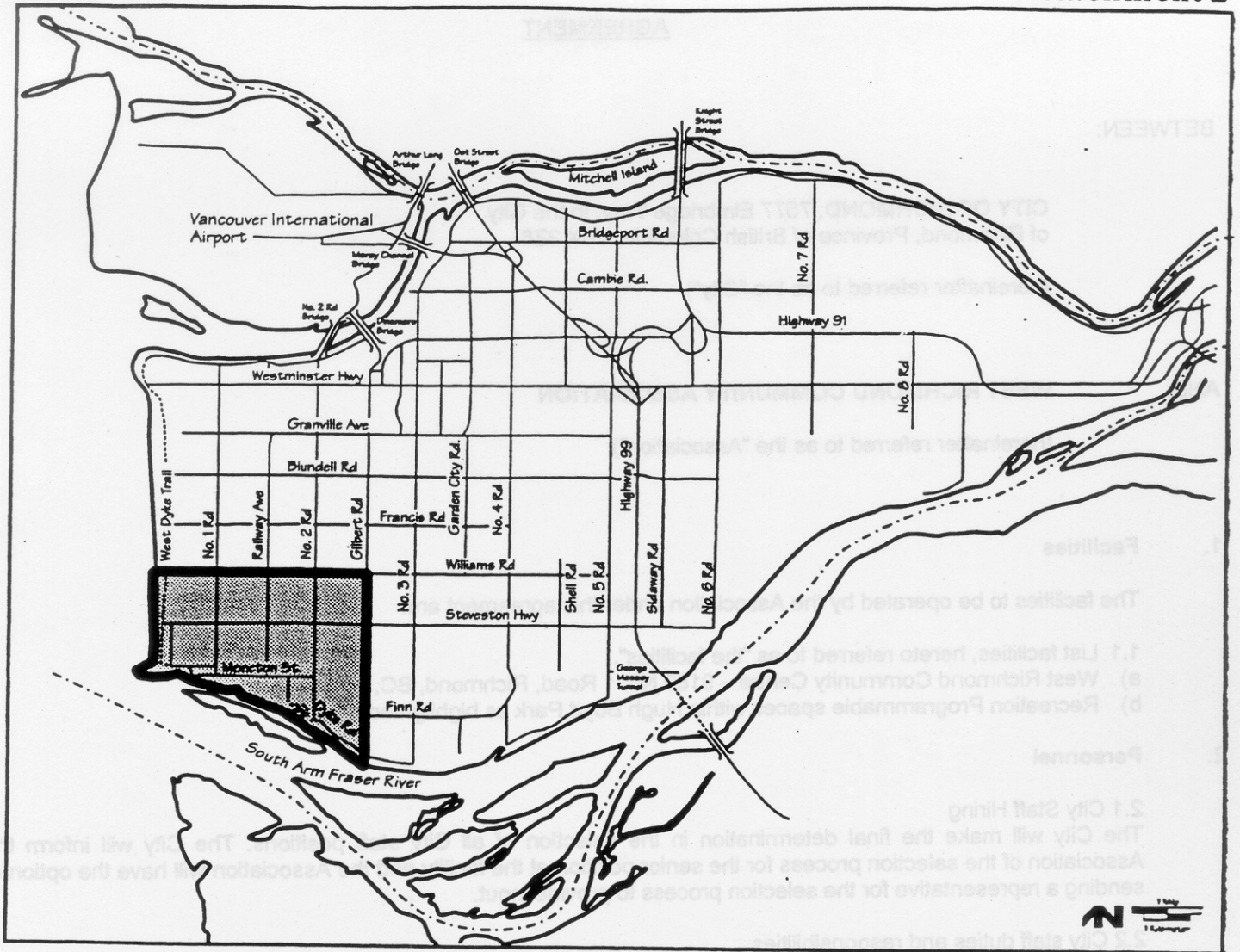
# ATTACHMENT 1

## Steveston Park Site Plan

Original Date: 03/09/00

Revision Date:

Note: Dimensions are in METRES



Steveston Area

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DATED on the \_\_\_\_\_ day of \_\_\_\_\_, 2000

Signed, Sealed and Delivered  
by the **CITY OF RICHMOND**  
in the presence of:

\_\_\_\_\_  
Greg C. Halsey-Brandt  
Mayor

\_\_\_\_\_  
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Signed, Sealed and Delivered  
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Authorized Signatory

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Authorized Signatory

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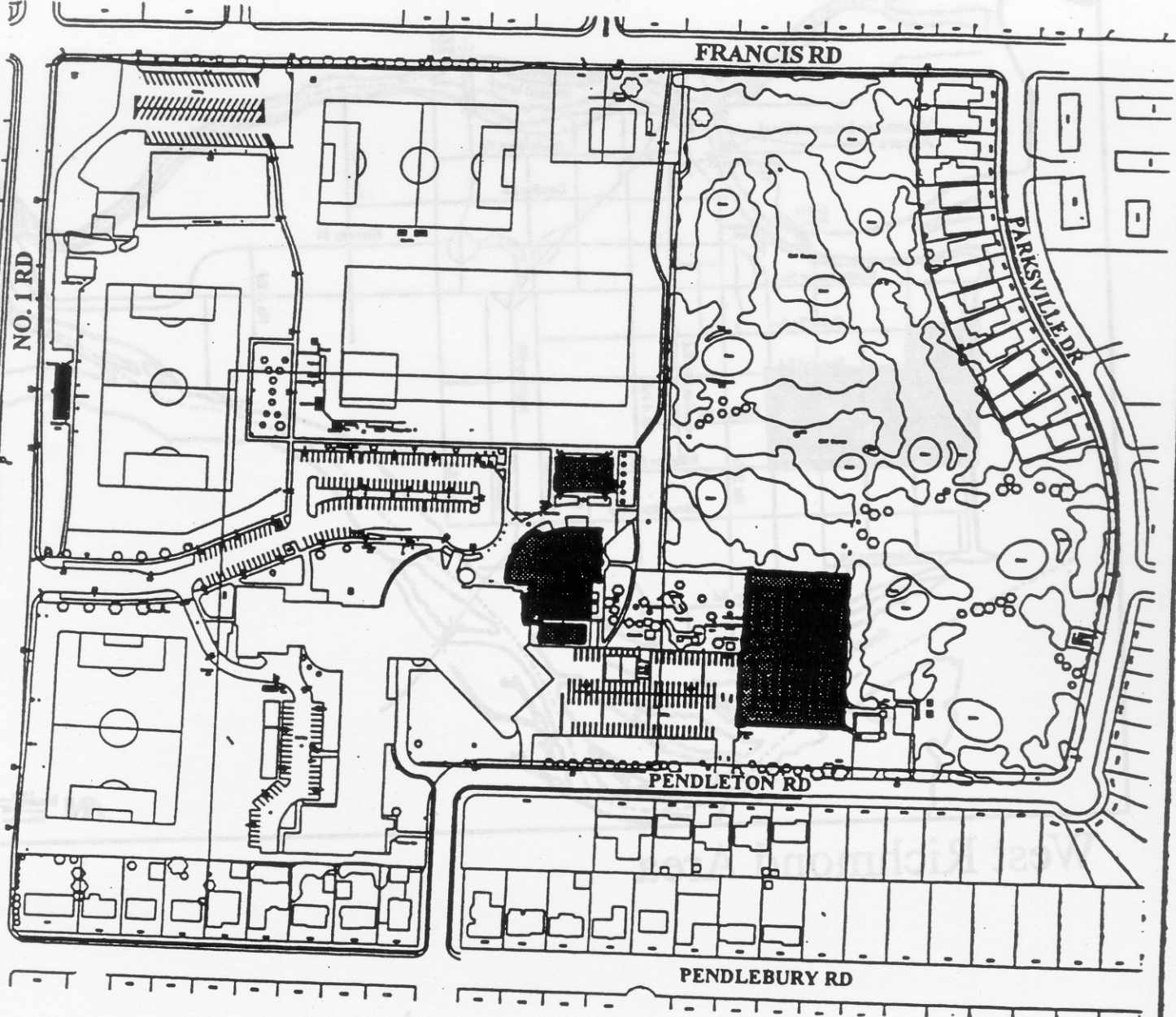
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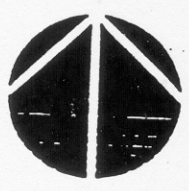
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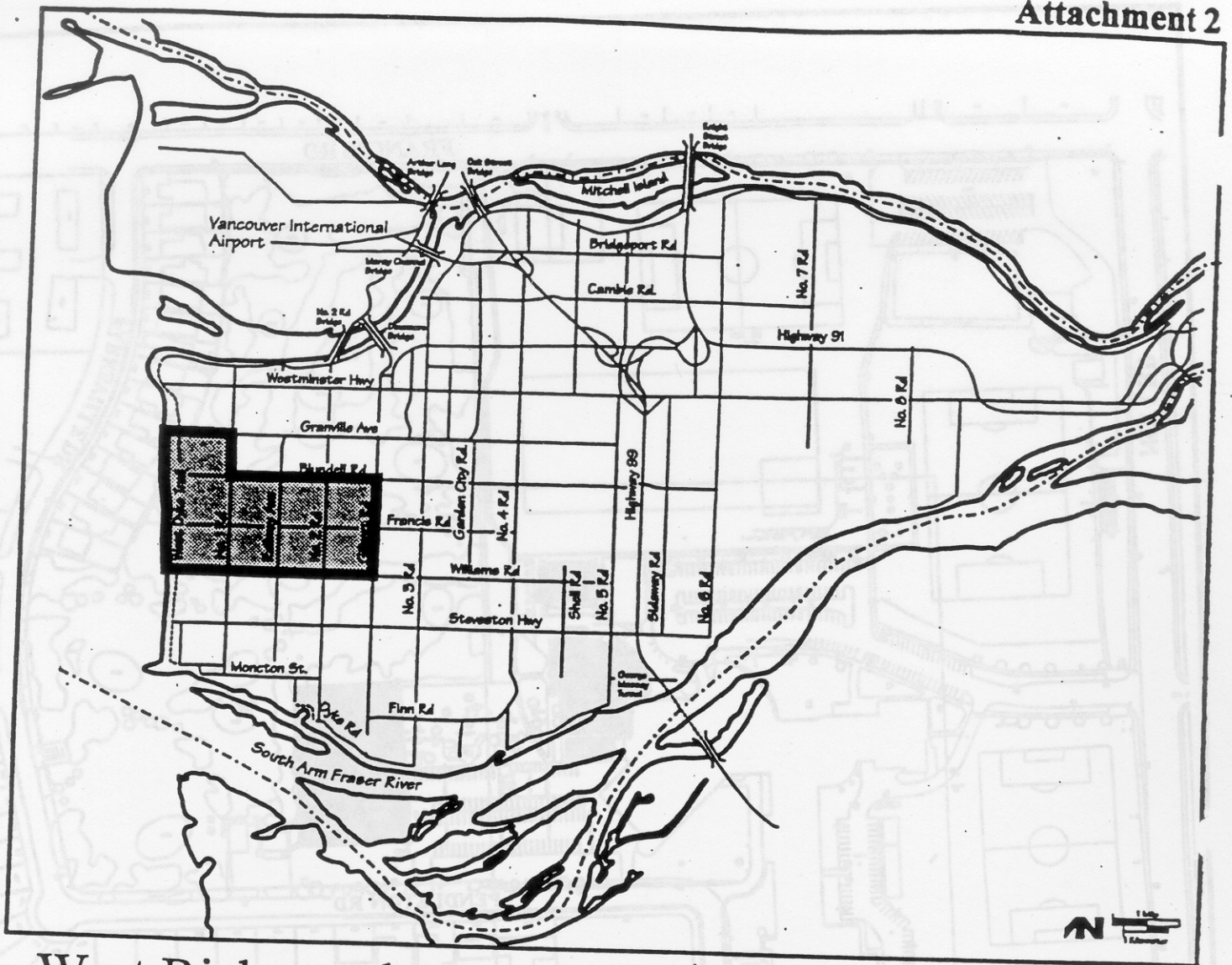


 Programmable Recreation Spaces



**ATTACHMENT 1**  
**Hugh Boyd Park Site Plan**  
 23

Original Date: 03/09/00  
 Revision Date:  
 Note: Dimensions are in METRES



West Richmond Area

Original Date: 03/03/00  
 Revision Date:  
 Note: Dimensions are in METERS

ATTACHMENT 1  
 Hugh Boyd Park Site Plan