



**City of Richmond**

**Report to Committee**

**To:** Parks, Recreation and Cultural Services Committee      **Date:** June 12, 2006  
**From:** Kate Sparrow      **File:**  
 Director, Recreation & Cultural Services  
**Re:** **Contribution Agreement - Replacement of the Read-o-Graph at the Corner of No.1 Road and Francis**

**Staff Recommendation**

1. That the contribution agreement between the West Richmond Community Association and the City, be approved and executed;
2. That the installation of the Digital Display Board coincide with Hugh Boyd Park redesign.

*Kate Sparrow*

Kate Sparrow  
 Director, Recreation & Cultural Services  
 (4129)

FOR ORIGINATING DIVISION USE ONLY			
<b>ROUTED TO:</b>	<b>CONCURRENCE</b>	<b>CONCURRENCE OF GENERAL MANAGER</b>	
Facility Management.....	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	<i>[Signature]</i>	
Law.....	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
Parks Design, Construction & Programs..	Y <input checked="" type="checkbox"/> N <input type="checkbox"/>		
<b>REVIEWED BY TAG</b>	YES <input checked="" type="checkbox"/> 6J	NO <input type="checkbox"/>	<b>REVIEWED BY CAO</b>
			YES <input checked="" type="checkbox"/> <i>[Signature]</i>
			NO <input type="checkbox"/>

## **Staff Report**

### **Origin**

Parks Recreation and Cultural Services Department have entered jointly into many projects with various community groups and agencies to enhance the liveability of the City .To ensure it is clear as to who is responsible and accountable for which aspects of the projects before, during and after each one, contribution agreements have be written to define roles and responsibilities.

West Richmond Community Association has expressed an interest in replacing the existing Read-o-Graph at the corner of No.1 Road and Francis with a new Digital Display Board.

Recreation and Cultural Services met with the Law department to draft a contribution agreement, which outlines the roles and responsibilities of each party. (Attachment 1).

Ownership of the Digital Display Board will be transferred to the City after installation yet the Association will maintain priority use. The Association will also be responsible for annual operating cost excluding Hydro cost which will be part of the City's operating budget

### **Analysis**

On January 16, 2006 the West Richmond Community Association passed a motion to spend up to \$60,000 for capital costs. This amount includes \$50,000 for the sign and \$10,000 for installation.

A new Digital Display Board allows for;

- the ability to post multiple messages throughout the day. Currently, two messages are posted at a time. Messages are posted twice a week.
- electronic access from any computer via the internet. Currently messages are manually posted and labour intensive.
- greater visibility and promotional opportunities for the West Richmond Community Association, the City, and other community groups.
- flexible operating hours. It can be programmed to shut off during early morning hours when traffic does not warrant promotional messages.

The current sign is outdated and needs upgrading. A new Digital Display Board fits in with the park improvements and the installation will coincide with the construction of the sports fields at Hugh Boyd Park.

### **Financial Impact**

The Association will be responsible for capital and installation costs along with all other annual operating, maintenance and repair costs.

The City's operating budget will continue to cover the Hydro cost of \$750/year.

### **Conclusion**

The replacement of the Read-o-Graph with a new Digital Display Board (corner of No.1 Road and Francis) will compliment the new sports fields and provide West Richmond, the City and other community groups with a new focal point for promoting community events. This project is a good example of the ongoing relationship between the City and its community partners.

The Contribution agreement outlines the details of West Richmond Community Association's contribution to the City.



Scott Schroeder  
Area Coordinator, West Richmond  
(3108)

SS:ss

## CITY OF RICHMOND CONTRIBUTION AGREEMENT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2006 at the City of Richmond, BC.

### BETWEEN:

**WEST RICHMOND COMMUNITY ASSOCIATION,**  
a society incorporated in British Columbia under No. S-0012798,  
having a registered office at  
9180 No. 1 Road, Richmond, BC V7E 6L5

(the "Association")

### AND:

**CITY OF RICHMOND,** a City under the *Local Government Act* and  
having its offices at  
6911 No. 3 Road, Richmond, BC V6Y 2C1

(the "City")

### WHEREAS:

- A. The City is the owner of Hugh Boyd Park located at 4040 Francis Road and having a legal description as follows:

Parcel Identifier 009-298-371  
Lot 4, Section 26, Block 4 North Range 7 West  
New Westminster District Plan 24055

(the "Park");

- B. The parties wish to replace the current read-o-graph on the corner of the Park with a new digital display board ("Project");

**NOW THEREFORE** in consideration of the covenants contained herein and the sum of One Dollar (\$1.00), now paid by the Association to the City, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties agree as follows:

### 1.0 ASSOCIATION OBLIGATIONS

**The Association shall:**

- 1.1 provide, deliver and install the Project within the Park in a location acceptable to the City;

- 1.2 pay directly for the cost of any service or product related to the installation of the Project up to a maximum expenditure by the Association of SIXTY THOUSAND DOLLARS (\$60,000.00 CDN);
- 1.3 after awarding the contract for installation and at least 2 weeks prior to installation of the Project, coordinate the installation with the City of Richmond's Parks Department; and provide, in writing, a construction schedule and a proposed point of access to the park site for any vehicular equipment. The construction schedule and access shall include measures or conditions to ensure the safety of park patrons and avoid damage to the surrounding grass landscape area.
- 1.4 be responsible for any costs associated with the remediation of the landscape area surrounding the Project as a result of the installation.
- 1.5 ensure that any contracts awarded for the supply and installation of the Project follow the City's "Terms and Conditions – Supply and Install" agreement, attached hereto as Schedule "A" and forming part of this agreement, and without limitation shall include clauses requiring the contractor to obtain general public liability insurance in the amount of TWO MILLION DOLLARS (\$2,000,000.00 CDN), for which the Association and City shall be named as additional insured, including without limitation provisions for cross-liability.
- 1.6 at its sole expense, be responsible for ongoing operational costs of the Project, other than charges billed for the supply of hydro services;
- 1.7 at its sole expense, ensure that the Project is inspected and maintained in good condition and repaired as reasonably necessary to the satisfaction of the City; and
- 1.8 on receiving reasonable notice, reimburse the City for any costs or expenses that may result from the City exercising its right to order work to be done on the Project to ensure it is maintained in a satisfactory state and repaired as reasonably necessary.

## **2.0 CITY OBLIGATIONS**

### **The City shall:**

- 2.1 monitor the installation of the Project to ensure it complies with current bylaws and licensing;
- 2.2 upon installation, be responsible for matters other than those stated in Clause 1 of this Agreement; except that it shall in no circumstance be

liable for the cost of capital repairs or improvements related to the Display Board; and

2.3 be responsible for all hydro costs associated with the Display Board.

### **3.0 OWNERSHIP AND PRIMARY USE**

3.1 The City shall be the sole owner of the Project after it is installed in the Park.

3.2 The Association shall have the right to use the Project in priority to other persons who may wish to use it, as long as the use is for a purpose consistent with the constitution of the Association and is not inconsistent with the purposes and objectives of the City.

### **4.0 TERM**

4.1 This Agreement will be for a term of ten (10) years from the date this Agreement is deemed to have come into effect, and may be renewed upon the mutual agreement of the parties.

4.2 Breach of a material term of this Agreement by the Association shall entitle the City to terminate this Agreement by providing 30 days' notice in writing to the Association.

### **5.0 ASSIGNMENT**

This Agreement or any part of it may not be assigned or transferred without first obtaining the approval of the City in written form.

### **6.0 MODIFICATION**

The terms of this Agreement may be modified upon mutual written consent of the parties.

### **6.0 GENERAL**

6.1 Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents and officers of such party whenever the context so requires or allows.

6.2 Any opinion which the City is entitled by virtue of this Agreement to form may be formed on behalf of the City by the General Manager of Parks,

Recreation and Cultural Services or his or her delegate, in which event the opinion of the City is determinative for the purpose of this Agreement.

- 6.3 If any part of this Agreement is held to be invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder.
- 6.4 This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

This Agreement shall be deemed to have come into effect on \_\_\_\_\_ and shall be effective to \_\_\_\_\_ inclusive.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

The Corporate Seal of the **CITY OF RICHMOND** was hereunto affixed in the presence of:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

West Richmond Community Association by its authorized representative in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative of the West Richmond Community Association

CITY OF RICHMOND
APPROVED for content by originating dept.
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL (if applicable 1000-18-027