

June 2, 1982

THIS AGREEMENT made as of the 1<sup>st</sup> day of January, 1978  
BETWEEN:

**CITY OF VANCOUVER**  
(Hereinafter called the "City")

OF THE FIRST PART

AND:

**THE BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 39 (VANCOUVER)**  
(Hereinafter called the "School Board")

OF THE SECOND PART

AND:

**THE BRITANNIA COMMUNITY SERVICES CENTRE SOCIETY**  
(Hereinafter called the "Society")

OF THE THIRD PART

WHEREAS:

- A. The City is the owner of all that certain parcel or tract of land situate, lying and being in the City of Vancouver, in the Province of British Columbia and more particularly known and described as Block 177, District Lot 264A, Plan 15722.
- B. The School Board is the owner of all that certain parcel or tract of land situate, lying and being in the City of Vancouver, in the Province of British Columbia and more particularly known and described as Block 178, District Lot 264A, Plan 15722.
- C. The City and the School Board have constructed certain buildings on the said lands which together with the existing Britannia Secondary School form the Centre (herein defined).
- D. The Society, at the request of the City and the School Board, has agreed to act as manager in the Centre for the purpose of developing and providing community service and programmes which will meet the needs of the public in the neighbourhood in which the Centre is situated and encourage the use of such services and programmes.
- E. The City and the School Board deem that the agreement by the Society to act as manager in the Centre on the terms and conditions hereinafter appearing is for the public benefit and the general advantage of the City of Vancouver.
- F. The parties hereto entered into an agreement dated as of the 1<sup>st</sup> day of January, 1978, for a term ending December 31<sup>st</sup>, 1980 for the management of the Centre.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the mutual covenants and agreements hereinafter set forth and contained, the City , the School Board and the Society covenant and agree as follows:

## ARTICLE I - DEFINITIONS

In this agreement the following terms shall have the meanings hereinafter specified:

### Section 1.01

- (a) "Centre" includes the following buildings and structures situated on the said lands (herein defined), namely:
- (i) Building No. 1 composed of the Elementary Gymnasium, Preschool, Seniors' Lounge;
  - (ii) Building No. 2 composed of the Elementary School and Family Games Room;
  - (iii) Building No. 3 composed of the Library, Humanities Section and Coffee Shop;
  - (iv) Building No. 4 being the Science Addition to the Britannia Secondary School;
  - (v) Building No. 5 composed of the Swimming Pool, Locker Rooms, Multi-purpose Room and Lounge;
  - (vi) Building No. 6 composed of the Britannia Secondary School Gymnasium, Hand Ball Courts, Staff Offices, and Teen Lounge;
  - (vii) Building No. 7 being the Information Centre;
  - (viii) Building No. 8 being the Ice Rink;
- together with the Britannia Secondary School and the said lands.
- (b) "Director of Finance" means the Director of Finance of the City of Vancouver for the time being, or his deputy.
- (c) "Facilities" means those portions of the Centre shown coloured green on the plan hereto annexed.
- (d) "Library Board" means the Vancouver Public Library Board established under the Public Libraries Act, R.S.B.C. 1960, C. 316.
- (e) "Park Board" means the Board of Parks and Recreation of the City of Vancouver.
- (f) "Said Lands" means all those certain parcels or tracts of land lying and being in the City of Vancouver, in the Province of British Columbia and more particularly known and described as Blocks 177 and 178 of District Lot 264A, Plan 15722.

- (g) "School Premises" means those portions of the Centre shown coloured red on the plan hereunto annexed.
- (h) "those parts of the School Premises under the jurisdiction of the Society" means the part or parts of the School Premises used or occupied from time to time by the Society or its licensees or permittees, with the permission of the School Board for the purpose of implementing the community services and programmes and schedules therefor established by the Society pursuant to Section 2.03 hereof.

## **ARTICLE II - MANAGEMENT**

The Society hereby covenants and agrees that, until termination of this agreement as provided in Article XI, it will act as manager in the Centre in accordance with the terms and conditions of this agreement.

- a) develop and encourage new arrangements for co-ordination and integration of community services in the Centre provided by governmental and private organizations, whether incorporated or unincorporated.
- b) provide a place in the Centre where the public may meet to discuss local area and neighbourhood problems and work together to solve them;
- c) maintain effective communication between the Centre and community to ensure awareness of community needs and to inform the public on the availability of programmes and services;
- d) provide means of community involvement in the development and delivery of all programmes initiated by the Society in the Centre;
- e) make all community services and programmes in the Centre established by and under the jurisdiction of the Society accessible to the public;
- f) develop and provide community services and programmes to meet the needs of the public in the neighbourhood in which the Centre is situated and encourage the use of such services and programmes.

### **Section 2.02**

The Society shall perform the services required of it under Section 2.01 in an adequate and efficient manner for the benefit of the public to the reasonable satisfaction of the City and the School Board.

### **Section 2.03**

The Society shall establish and provide or cause to be provided the community services and programmes in the Facilities and in the School premises and schedules for such services and programmes as contemplated by Section 2.01, in consultation with the School Board, Park Board and Library Board so that the public will derive the maximum benefits from the Centre. The Society shall on or before the execution of this agreement submit to the City and the School Board a statement containing the space requirements for all of the community services and

programmes proposed by the Society for the period ending 31 December, 1981 and thereafter the Society shall submit to the School Board annually on or before the first day of December and to the City on or before January 10th or such other date as is designated by the City as its deadline for submission of budgets, the space requirements for all of the community services and programmes proposed by the Society for the next following calendar year.

The proposed community services programmes shall not be implemented unless the statements of space requirements in respect thereto have first been approved annually by the City and the School Board. When the statements of space requirements have been approved, then they shall be executed by the City, the School Board and the Society. Each statement of requirements when executed as aforesaid shall be an integral part of this agreement but shall be subject to revision, amendment or substitution by the City, the School Board and the Society from time to time as they may mutually deem advisable. The Society shall provide or cause to be provided such additional community services or programmes as the City and the School Board may reasonably notice, the Society has sufficient funds available and the request is consistent with the purpose set forth in Section 2.01.

#### **Section 2.04**

The Society shall supervise the employees engaged by the Society for the purpose of the performances of its services hereunder.

#### **Section 2.05**

Unless otherwise required by the City and the School Board, the Society may charge and collect fees for the use of the Facilities or those parts of the School Premises under the jurisdiction of the Society and for participating in or using any of the programmes, activities or service provided by the Society pursuant to this agreement. The rate policy to be used by the Society shall be subject to written approval of the City and the School Board. The Director of Finance shall determine the monies to be collected by the Society or the Park Board. The Systems of accounting and audit control used for such collection shall first be approved by the Director of Finance.

#### **Section 2.06**

The Society shall keep true and accurate accounts of all income and expenditures of the Society in respect of the management and operation of the Facilities and those parts of the School Premises under the jurisdiction of the Society on an accrual basis in accordance with the terms of this agreement and deliver to the Director of Finance:

- (i) by the 15<sup>th</sup> day of each month a statement certified by a duly authorized officer of the Society showing income and expenditure of the Society and remitting to the City all monies collected in respect of the management and operation of the Facilities and those parts of the School Premises under the jurisdiction of the Society for the immediately preceding month.
- (ii) within ninety (90) days of the 2<sup>nd</sup> day of January in each of the years 1981 to 1984 inclusive a statement certified by the auditors of the Society showing on an accrual basis the income and expenditures of the Society in respect of the management and operation

of the Facilities and those parts of the School Premises under the jurisdiction of the Society for the immediately preceding year;

and containing such details of income and expenditures as the Director of Finance may require from time to time.

#### **Section 2.07**

The Society shall notify the School Board if the Facilities and those parts of the School Premises under the jurisdiction of the Society are not being kept in a reasonably clean and sanitary condition by the custodial staff of the School Board or if the Facilities and the said parts of the School Premises are not being maintained and kept in repair as required under Article IV hereof

#### **Section 2.08**

The Society shall not suffer or permit any act of commission or omission in the Facilities or those parts of the School Premises under the jurisdiction of the Society which will increase the rate of insurance or any structure in the Centre or cause the cancellation of any policy of insurance of any nature whatsoever.

#### **Section 2.09**

The Society shall make the Facilities and those parts of the School Premises under the jurisdiction of the Society accessible and available during such reasonable hours as the City and the School Board may approve from time to time. If the City and the School Board, or either of them, require the Society to make the Facilities or those parts of the School premises under the jurisdiction of the Society accessible and available at such time or times as to increase the operating costs of the Society, then the party or parties (as the case may be) making or requesting the same shall bear such increased operating costs.

### **ARTICLE III - FINANCIAL STATEMENTS AND BUDGET**

#### **Section 3.01**

The Society shall appoint annually as auditors of the Society such firm of chartered accountants as shall be appointed by the City to be the external auditors of the City as soon as reasonably possible after being notified in writing by the City of the name of such firm.

#### **Section 3.02**

The Society shall instruct its auditors to furnish the City and the School Board with a copy of each and every report of its auditors made in respect of the books, accounts and records of the management and operation of the Facilities and those parts of the School Premises under the jurisdiction of the Society by the Society.

#### **Section 3.03**

The Society shall co-operate with the Internal Audit Division of the City for the purpose of developing audit and financial control procedures with respect to the management and

operation of the Facilities and those parts of the School Premises under the jurisdiction of the Society by the Society.

#### **Section 3.04**

The Society shall on or before the 15th day of January in each year during the term of this agreement submit to the City for the approval of the Council of the City the proposed operating, maintenance and capital budget of the Society with respect to the Centre for the current fiscal year of the Society; each budget shall contain an estimate of all expenditures (including administrative, janitorial, maintenance, security services, programme and capital costs) and an estimate of all income which the Society expects to receive during the current fiscal year including grants and donations related to the management and operation of the Facilities and those parts of the School Premises under the jurisdiction of the Society including, without restricting the generality of the foregoing, all grants and donations. Each budget shall be in a form satisfactory to the Director of Finance and shall include the budget for the Library Board and Park Board with respect to their operation in respect to the Centre.

#### **Section 3.05**

The Society shall make such revisions to any budget submitted by it to the City pursuant to Section 3.04 hereof as soon as reasonably possible after being notified by the City of the revisions it requires.

#### **Section 3.06**

The Director of Finance shall pay over to the Society monthly out of the monies standing to the credit of the Society which is provided for in a budget submitted by the Society to the City under Section 3.04 hereof and approved by the City such amounts as the Director of Finance and the Society agree from time to time are necessary for the adequate and efficient operation of the Facilities and those parts of the School Premises under the jurisdiction of the Society by the Society as contemplated by this agreement and failing such agreement, the Council shall decide upon the amount or amounts to be paid and its decision shall be final and binding upon the parties hereto.

#### **Section 3.07**

The Society shall not incur any expenses or liabilities with respect to the management and operation of the Facilities and those parts of the School Premises under the jurisdiction of the Society unless the authorization for the same is contained in a budget approved by the City for such purpose as provided in Section 3.04.

#### **Section 3.08**

The Society shall at all times during the term of this agreement permit the Director of Finance or his duly authorized representative to inspect during normal business hours on reasonable notice all books of account, receipts, invoices and other financial records which he deems advisable for the purpose of verifying and obtaining further particulars of the budgets and financial statements required by this agreement to be submitted or delivered to the City or the School Board.

### **Section 3.09**

The Society shall not increase the number of staff positions in excess of the excess of the number approved at the commencement of this agreement without written consent of the City. PROVIDED THAT with the consent of the City Manager the Society may fill any existing position with more than one employee so long as the budgeted cost of that position is not increased. The provisions of this section shall apply only to those persons employed by the Society whose wages and benefits or any part or parts thereof are paid by the City or included in the budget of the Society referred to in Section 3.04.

### **Section 3.10**

For its employees engaged in furtherance of this agreement the Society shall use the same pay and job classification system used by the City PROVIDED HOWEVER should the Society bona fide hold the opinion that the provisions of the City's pay and job classification system do not apply to a particular job then the Society and the City's Director of Personnel shall agree upon the description of and pay for such job and failing agreement thereon the issue shall be referred to the Council of the City of Vancouver for final determination.

### **Section 3.11**

The Society agrees that wages and benefits paid to the employees engaged by the Society pursuant to this agreement shall first be approved in writing by the City.

### **Section 3.12**

The Society agrees that its fiscal year shall be the calendar year and will not alter it without the approval of the City and the School Board which approval may be arbitrarily withheld by the City and the School Board.

## **ARTICLE IV - MAINTENANCE AND REPAIR**

### **Section 4.01**

The School Board shall repair, maintain and keep the Centre, together with the appurtenances, including the roofs, exterior walls, foundations, supporting structures and plumbing, drainage, ventilation and mechanical equipment thereto belonging or which at any time during the term of this agreement shall be erected and made, when, where or so often as need to be in good and substantial repair, provided always that:

- (i) the School Board shall not be required to repair tenants' fixtures including, without restricting the generality of the foregoing, goods, chattels, furnishings, equipment, machinery and other movable articles owned by the Library Board, Park Board, City or Society.
- (ii) the School Board shall not without the approval of the City effect any major structural repairs to the Facilities including without restricting the generality of the foregoing repairs to roofs, exterior walls, foundations or supporting structures.

#### **Section 4.02**

The School Board shall during the term of this agreement and any extension thereof clean, paint, varnish and do decorative maintenance to the interior and exterior walls and woodwork of the Centre and all additions thereto and replacements of any part thereof so often as needed.

#### **Section 4.03**

The School Board shall during the term of this agreement and any extension thereof maintain and keep up the grounds (including the playfields) of the Centre and in particular but without restricting the generality of the foregoing shall

- (i) water, prune, fertilize and cultivate all grass, plants, trees and shrubs as and when required and replace any such grass, plants, trees and shrubs as necessary, and
- (ii) pave and maintain all roadways, parking lots and loading and unloading areas and keep up all fences, railings, signs, benches, lamp standards and other like equipment and things now or hereafter placed on the grounds of the Centre.

#### **Section 4.04**

The School Board shall during the term of this agreement and any extension thereof employ efficient custodial staff to wash and otherwise keep clean in a reasonable manner the floors and the windows of the Centre including cleaning of furniture, disposal of waste and periodic waxing of floors, washing of walls and vacuuming of rugs. The Society and the School Board shall at the time budgets are submitted review and agree on the level and nature of security services for the protection of the Centre and in the event of disagreement, the matter shall be settled between the School Board's head of Business Administration and the City's Director of Finance

#### **Section 4.05**

The City and the School Board shall not later than the commencement of this agreement and thereafter not later than the 31st day of December in each year during the term of this agreement, determine the portion of the costs incurred by the School Board and the City for the services rendered as required under Sections 4.01, 4.02, 4.03, 4.04, 5.01, and 5.02 hereof to be borne by the School Board and the Society and the amount to be included annually in the budget of the Society in order to reimburse the School Board for the share of the costs to be borne by the Society; the Society shall include such amount in its budget.

#### **Section 4.06**

The amount to which the School Board is entitled to reimbursement pursuant to Section 4.05, hereof and included in the budget of the Society shall be paid to the School Board by the Society in monthly instalments; such monthly instalments shall be in amounts and payable at such times as agreed to between the City and the School Board, in consultation with the Society, from time to time.



## **Section 4.07**

If the Society requires that work be done which is not included in the budget referred to in Section 4.05, then the School Board shall provide an estimate of the cost of such work to the Society and if such work is carried out then the Society shall be charged for the amount of such estimate.

## **ARTICLE 5 - UTILITIES**

### **Section 5.01**

The School Board shall during the term of this agreement and any extension thereof employ efficient custodial staff for the Centre to operate the heating equipment, ice-making equipment, pool mechanical equipment, air-conditioning equipment and other like equipment of the Centre and to keep the Centre heated to a reasonable temperature at all times except during the making of repairs to such equipment and the Society shall reimburse the School Board as provided in Article IV. The provision of this Section 5.01 shall not be applicable to tenants' fixtures including, without restricting the generality of the foregoing, goods, chattels, furnishings, equipment, machinery and other movable articles owned by the Library Board, Park Board, City or Society.

### **Section 5.02**

The School Board shall pay for the cost of supplying gas, oil, electricity and water used in connection with the operation of the Centre and the Society shall reimburse the School Board as provided in Article IV.

## **ARTICLE VI - ALTERATIONS**

### **Section 6.01**

The Society shall not make or cause to be made any alterations or additions to the structure, plan, partitioning or the interior or exterior fabric of the Centre or any part thereof nor install any plumbing, piping, wiring or heating apparatus unless the Society first receives the written approval of the City with respect to the facilities and the school Board with respect to the School premises.

## **ARTICLE VII - INSURANCE**

### **Section 7.01**

The City and the School Board shall maintain at their expense comprehensive public liability insurance insuring the City, the School Board, the Society and their officers, employees and volunteer workers against claims for loss, damage, injury or death to any person or persons and for loss or damage to any property caused by any act or omission on the part of the City, the School Board, the Society and the officers, employees, agents, volunteer workers and independent contractors, or any of them, of the City, the school Board or the Society. The limit of such insurance shall be to the satisfaction of the City and the School Board.

## **Section 7.02**

The City and the School Board shall maintain at their own expense a fire insurance policy insuring the Centre and other property of the City and the School Board within the Centre, or in which the City and the School Board have an insurable interest, which is from time to time used in connection with the operation of the Centre for the perils of fire, lightning, explosion, malfunction and non-function of boiler pipes and accessories in or upon the Centre and the perils defined in a standard fire insurance additional perils supplementary contract customarily in use from time to time for similar property in the City of Vancouver for the full insurable value or replacement cost thereof, whichever is greater and such other risks against which the City and the School Board may agree it is advisable to insure, subject to a deductible as may be determined from time to time by the City and the School Board. The policy shall include a waiver of subrogation with respect to any claim against the Society.

## **Section 7.03**

The Society shall maintain an all risks insurance policy insuring the property of the Society or in which the Society has an insurable interest which is from time to time used in connection with the operation of the Centre for the perils of fire, lightning and explosion in or upon the Centre and the perils defined in a standard fire insurance additional perils supplementary contract customarily in use from time to time for similar property in the City of Vancouver for the full insurable value thereof or replacement cost, whichever is higher, and such other risks against which the City and the School Board may agree it is advisable for the Society to insure.

## **Section 7.04**

The Society shall enter into a fidelity bond with a surety company authorized to carry on business in the Province of British Columbia and in a form and for a sum satisfactory to the Director of Legal Services for the City and the Society indemnifying the City, the School Board and the Society against all loss, costs and expenses which the City, the School Board or the Society may suffer, pay or be put to be reasons of any act, theft, embezzlement, mismanagement, neglect or default by any employee of the Society engaged in the operation of the Centre under the provisions of this agreement.

## **ARTICLE VIII - EQUIPMENT, FURNISHINGS AND FIXTURES**

### **Section 8.01**

The Society shall not use any of the goods, chattels, furnishings, fixtures, equipment or machinery belonging to the School Board in the School premises or remove the same therefrom, without the approval of the School Board. The Society shall not use any of the goods, chattels, furnishings, fixtures, equipment or machinery belonging to the City, Library Board or Park Board in the Facilities for any purpose other than the management and operation of the facilities pursuant to the terms of this agreement or remove the same from the Facilities, without the approval of the City.

### **Section 8.02**

The Society shall use the goods, chattels, furnishings, fixtures, equipment or machinery belonging to the City, School Board, Park Board and Library Board which are placed in its custody by the owner thereof in a reasonable and proper manner.

### **Section 8.03**

All goods, chattels, furnishings, fixtures, equipment and machinery belonging to the City (and by practice normally included in the City's capital assets inventory system), Park Board and Library Board shall be identified by distinctive markings provided by the City. The Society shall follow the inventory procedures of the City and the inventory records shall be signed by a duly authorized representative of the Society. The goods, chattels, furnishings, fixtures, equipment and machinery belong to the School Board in the Centre shall be identified by distinctive markings provided by the School Board.

### **Section 8.04**

The City shall make arrangements with the Library Board for the furnishing and equipping of the Library provided for in the Centre.

### **Section 8.05**

Save as hereinafter provided, the Society shall maintain in good repair and condition, reasonable wear and tear and damage by fire, lightning and tempest excepted, all goods, chattels, furnishings, equipment, machinery and other fixtures in the Centre belonging to the City, the Park Board and the Library Board and in the event that such articles are broken, damaged or missing, the Society shall notify the City in writing and the city shall replace the same if it deems advisable.

## **ARTICLE IX - USE OF CENTRE**

### **Section 9.01**

Except as other wise required by this agreement, neither the City, School Board, Library Board, Park Board nor the Society shall be required to pay for the use of any of the facilities or equipment or space occupied by them in the Centre, provided always that such use and occupation shall be in accordance with agreements and schedules established by the parties pursuant to the terms of this agreement.

### **Section 9.02**

The Society shall not assign or transfer this agreement or any part thereof to any person, corporation or organization.

### **Section 9.03**

The Society shall not:

(I) sublet or otherwise part with the possession of the Facilities or any part thereof or any interest, right or privilege therein to any person, corporation or organization without the consent of the City first had and received, save and except as otherwise provided in this Article IX;

(II) sublet or otherwise part with the possession of any part of the School premises under the jurisdiction of the Society or any interest, right or privilege therein to any person, corporation or organization without the consent of the School Board first had and received.

### **Section 9.04**

The Society may grant to any person, corporation or organization permission to use or occupy the facilities or any part thereof in accordance with the policy or policies established from time to time by the Council of the City, and not otherwise, provided always that if it comes to the attention of the City that the Society has granted or proposes to grant such permission to any person, corporation or organization considered by the City likely to do damage to the premises or to be undesirable occupiers for any other reason, then the City may notify the Society in writing not to grant such permission and the Society shall act accordingly.

### **Section 9.05**

The Society shall not use the Facilities or those parts of the School premises under the jurisdiction of the Society for any purpose other than that set forth in Section 2.01 hereof.

## **ARTICLE X - LIABILITY OF LESSOR**

### **Section 10.01**

Nothing contained in this agreement shall directly or indirectly render the Society the servant of the City or the School Board and the Society shall not, and shall not be capable of contracting on behalf of the City or the School Board or involving the City or the School Board in any liability, contractual or otherwise, with any person nor a party hereto except as in this agreement provided.

## **ARTICLE XI - TERMINATION OF AGREEMENT**

### **Section 11.01**

Either the City, the School or the Society may terminate this agreement at any time during the term hereof by giving to the other ninety (90) days' notice in writing at any time to that effect and at the expiration of the notice, this agreement shall terminate and have no further force or effect save and except as provided in Section 11.02 hereof; such notice need not expire on an anniversary date of this agreement nor on the first or last days of any particular month; in such event the Society shall be entitled to all expenses incurred by the Society in the operation of the Centre under the terms of this agreement to the date of such termination which are payable by the City.



## **ARTICLE XIII - MISCELLANEOUS**

### **Section 13.01**

The Society may enter into such operating agreements with the City, School Board, Park Board and Library Board as it may deem advisable for the implementation of this agreement, provided that no such operating agreements shall be entered into with the Park Board or Library Board unless the same have been approved by the City in writing.

This agreement shall enure to the benefit of and be binding upon the City and the School Board and their respective successors and assigns and the Society, its successors and permitted assigns.

IN WITNESS WHEREOF the City, the School Board and the Society have hereunto caused their corporate seals to be affixed under the hands of their signing officers, duly authorized for such purpose.

SEALED with the common seal of the  
CITY OF VANCOUVER and signed by:

*Director Legal Services*

SEALED with the common seal of the  
BOARD OF SCHOOL TRUSTEES OF  
SCHOOL DISTRICT NO. 39 (VANCOUVER)  
and signed by:

*Chairman*  
*Secretary Treasurer*

SEALED with the corporate seal of  
BRITANNIA COMMUNITY SERVICES  
CENTRE SOCIETY and signed by:

*Chairman*  
*Executive Director*