

**Letter of Agreement – Britannia
Community Services Centre
Society and City of Vancouver**

Britannia

THIS AGREEMENT made as of the _____ day of _____ 1988.

BETWEEN: BRITANNIA COMMUNITY SERVICES CENTRE SOCIETY

On behalf of itself and affiliated organizations as hereinafter defined

(hereinafter called the “Society”)

OF THE FIRST PART

AND:

CITY OF VANCOUVER,
Having offices at 453 West 12 Avenue
Vancouver, British Columbia, V5Y 1Y4

(hereinafter called the “City”)

OF THE SECOND PART

For the purposes of this Agreement “affiliated organization” means an organization or individual who develops and operates a recreational or community service program at the request of and under the direction of the Society, and when so acting, shall be deemed to be an agent of the Society.

WHEREAS the Society has offered and agreed to develop and provide recreational and community services programs on behalf of the City, either directly or by an affiliated organization.

AND WHEREAS, as a condition of developing and providing such recreational programs, the Society has requested that the City indemnify its officers, directors, employees, volunteers and affiliated organizations and the officers, employees, directors, and volunteers of the affiliated organizations, against any claims, demands and actions arising out of the provision of recreational or community service programs developed and provided at the request and approval of the City.

THE CITY HEREBY AGREES THAT the City will indemnify, to a maximum amount of three million dollars per occurrence, the Society, or affiliated organization, and their officers, employees and volunteers, against any claim, demand or action brought against it or its officers, employees, directors or volunteers in connection with the development or provision of a recreational or community service program PROVIDED THAT, in the case of a recreational program, it has been approved in writing for indemnification purposes by the City’s General Manager of the Board of Parks and Recreation or his designate, and, in the case of a community service program, it has been approved in writing for indemnification purposed by the City’s Director of Risk Management. Any approval or agreement to indemnify shall be subject to the following conditions:

- a) The City Manager of the City may at any time instruct the Society or affiliated

AGREEMENT - Britannia Society and City of Vancouver

organization to cease operation of the recreational program or community service program.

- b) Indemnity will not be provided where the claim, demand or action arises out of a malicious act or omission.
- c) Indemnity will be provided only where the program is being developed and provided in accordance with the approval given and any guidelines or instructions subsequently set by the Board of Parks and Recreation through its General Manager or the Director of Risk Management and not contrary to any direction given by Council of the City. By submitting a recreational or community service program for approval the Society and affiliated organization shall be taken to have agreed to comply with such guidelines or instructions.
- d) The Society or affiliated organization will provide to the City, upon request, any information with respect to a recreational or community service program for which indemnity has been requested or been provided.
- e) The City may on 30 days written notice to the Society or an affiliated organization cancel and revoke their agreement to indemnify contained herein and where such notice is given, then on the expiration of 30 days, the City has no obligation to indemnify the Society or affiliated organization or any of its officers, employees or volunteers in respect of any act or omission occurring after cancellation.

The Notice referred to herein may be given by mailing or delivering it to the address of the Society or affiliated organization which has been given to the City for such purpose or by posting it in the building or facility in or from which the program is operated. Where Notice is given by posting it, the period of Notice shall commence 7 days after it has been posted.

- f) The Society or affiliated organization and their officers, employees, directors and volunteers will do nothing to prejudice the defence of any claim, demand or action and fully co-operate with the City in the defence of any claim, demand or action.
- g) The City shall have the conduct of the defence to any claim, demand or action in respect of which indemnity is provided and shall have the unfettered right to make all decisions in respect thereto including the right to settle or compromise the claim, demand or action.
- h) Where an indemnity is provided pursuant to this Agreement, the City agrees that the affiliated organization developing or providing the approved recreational or community service program shall be deemed to be a party to this Agreement.

AGREEMENT - Britannia Society and City of Vancouver

IN WITNESS WHEREOF the parties have hereto set their hands and seals or caused their corporate seals to be affixed under the hands of their proper officers duly authorized in the behalf, as the case may be, as of the day and year first above written.

The Common seal of)
)
)
 was hereunto affixed)
 in the presence of:)

Al Stusiak
President

Thelma Lindsay)
Manager of Administrative Services)

The Common Seal of the)
CITY OF VANCOUVER)
was hereunto affixed)
in the presence of:)
)
)
)

C/S