

From: "Quayle, Bruce" <bruce.quayle@vancouver.ca>  
To: "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
"Collins, Tim" <Tim.Collins@vancouver.ca>  
"Li, Jessica" <jessica.li@vancouver.ca>  
CC: "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
Date: 2/26/2020 5:05:41 PM  
Subject: RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement  
Attachments: Stanley Park Tennis Courts 1 to 6 - 01323393.pdf  
01323393.doc

---

Hi Erica,

As I mentioned with a previous email, I have made changes to the draft agreement based on your comments that this is not to be a services agreement under which Tennis BC is to be paid fees for services. Here is a comparison document showing the changes I have made and a Word document containing those changes.

I need still need detailed instructions regarding the financial arrangements the Board would like to put in place for this contract. This would include details of how revenues are to be dealt with in every way.

Also, let me know if there are further areas within the Park, at or near the courts, including any buildings, that Tennis BC will get use of and provide me with specific details of how the Board wants to share maintenance responsibilities with Tennis BC. Do you want to include other requirements such as requirements regarding fencing, netting, tennis equipment, ...?

Thanks,  
Bruce

---

From: McDonald, Erica  
Sent: Wednesday, February 26, 2020 9:20 AM  
To: Quayle, Bruce; Collins, Tim; Li, Jessica  
Cc: Marousek, Michael  
Subject: RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Hello Bruce,

Responding to your question on what to include re use and maintenance of the courts.

I think you have covered use in the draft already.

Re maintenance the following from the RFP specifically addresses that  
All costs during the licensed season related to the minor maintenance or preventative maintenance of the courts and related areas are the sole responsibility of the successful proponent

- o Such costs include but are not limited to, minor court repairs, purchase of cleaning materials and tools, daily service cleaning of storage area and courts, net replacement, operational signage, etc.

I defer to you to use language best suited for this document to reflect the above.

Further, Jessica has assured me that she has related to you the pressures we are under to deliver the final decision to the proponents in terms of timing to starting up this year's operations and to address tremendous community vigilance and concerns we and our Park Board and senior management have received. I wish to emphasize this again as we journey through these final stages of agreement development. Please let us know what remains to be contributed to expedite the conclusion of this agreement.

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611



**From:** Quayle, Bruce  
**Sent:** Thursday, February 20, 2020 10:10 AM  
**To:** Collins, Tim; McDonald, Erica; Li, Jessica  
**Subject:** RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Hi All,

Thanks for the comments. I've been reworking the draft document in light of those comments. I originally drafted it in a fees-for-services format because that is what both the RFP and the Proposal seemed to call for. With respect to the Tennis BC court related duties and responsibilities under the agreement, it is not clear to me what is expected there either. Please provide me with detailed instructions as to how you want the financial arrangements to work and exactly what it is that will be expected of Tennis BC in terms of their use and maintenance of the courts.

Thanks,  
Bruce

---

**From:** Collins, Tim  
**Sent:** Tuesday, February 18, 2020 9:43 AM  
**To:** McDonald, Erica; Li, Jessica  
**Cc:** Quayle, Bruce  
**Subject:** RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Good Morning All,

My apologies for the delayed response.

I believe Erica is correct, we are not paying the Proponent any monies to undertake these services, therefore the wording for Provisions 2.2 and 6.2, 6.3 will need to be amended.

Provision 3, any subcontractors commissioned by the Proponent shall be paid for by Proponents.  
With regards to police checks for subcontractors, perhaps Jessica can confirm that the Proponents level of diligence matches that of the VPB.  
Once confirmed we can amend this provision to clarify the expectations.

Under Provision 5; do we want to include more specific language around maintenance of the Licence Area i.e: repair of netting, who sweeps the courts etc?

Provision 6.2 will need to be amended to match what the proponent has proposed, Jessica can you please provide Bruce with the remittance structure from the RFP for consistency.  
I would like to see how this is crafted, it is noted that there is not a lot of money here, however, we should define the minimum expectations and prepare for addition growth.  
Provision 6.5 could also have the date amended to reflect January 31 of the next calendar year, this will allow them to close out their yearend.  
Provision 6.6, from an administrative perspective and consistent with how we received payment from the previous tenant operators, instead of monthly payments we structure this as a yearly submittal along with the audited financial statement. This would mean that we receive one (1) cheque each year that is accompanied with an audited statement.  
I would however like to clarify what the COV standards are for audited financial statements? Jessica?

Provision 13 Termination, mostly this is non-performance issue

I would also suggest that we include a Schedule B of the Licence Area that illustrates the area that we are granting the Proponent to use.  
I would also like to include language around consultation with the Special Events Team in terms of Tournaments at the site.  
(Tennis BC will coordinate all Tournaments through the VPB Special Events team no less than 90 days in advance of the event)

Also we should include language that Tennis BC also agrees to only display approved sponsor signage and banners at the site, approval is at the sole discretion of the VPB

Under the Notice provision can we please include the department and title of whom the notice should be directed to.  
A no retail provision should be included as well.

Thanks and have a great day!

Tim

---

From: McDonald, Erica  
Sent: Thursday, February 13, 2020 2:47 PM  
To: Li, Jessica; Collins, Tim  
Cc: Quayle, Bruce  
Subject: RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

I have made some comments and suggested edits.

Tim there are areas under your prevue to review.

Question there is no reference to signage, sponsorship requirements/processes, to the storage room access or to adherence to the program plan as supplied by the vendor in response to the RFP in this document. Should there be?

Erica McDonald | Manager, Recreation Services  
Hillcrest Centre  
604.257.6945  
604.379.8611 c

---

From: Li, Jessica  
Sent: 13 February 2020 14:01  
To: McDonald, Erica; Collins, Tim  
Cc: Quayle, Bruce  
Subject: FW: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Hi Erica and Tim,

Please see attached draft agreement from Legal.

Please provide your comments, and address any of the questions that Bruce Quayle has highlighted in red.

Thank you,

Jessica

---

From: Quayle, Bruce  
Sent: Thursday, February 13, 2020 11:52 AM  
To: Li, Jessica  
Subject: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Hi Jessica,

Here is a rough draft agreement for this matter. I have highlighted in red the most significant parts of it which require instructions from our client.

Have a look at it and let s talk.

Regards,  
Bruce  
htttt







































































From: "Quayle, Bruce" <bruce.quayle@vancouver.ca>  
To: "Li, Jessica" <jessica.li@vancouver.ca>  
"McDonald, Erica" <Erica.McDonald@vancouver.ca>  
"Collins, Tim" <Tim.Collins@vancouver.ca>  
"Marousek, Michael" <Michael.Marousek@vancouver.ca>  
CC: "Su, Susan Jing" <Susanjing.Su@vancouver.ca>  
Date: 3/13/2020 1:56:39 PM  
Subject: RE: Proposal  
Attachments: 01323393.doc  
Stanley Park Tennis Courts 1 to 6 - 01323393.pdf

---

Hi All,

I have revised the rental fees provisions and made a few other to the draft agreement as shown in the attached comparison document and contained in the attached Word document.

If you are satisfied with it, please feel free to pass the Word version along to Tennis BC for its consideration.

Bruce

---

From: Li, Jessica  
Sent: Friday, March 13, 2020 1:03 PM  
To: McDonald, Erica; Collins, Tim; Marousek, Michael  
Cc: Su, Susan Jing; Quayle, Bruce  
Subject: RE: Proposal

Hi Erica,

I've spoken with Mark Roberts and let him know we accept their updated fee proposal and are moving forward on award to Tennis BC, and that we will be sending him a contract for review soon, possibly later today. He's aware that I'll only be in on Thursday next week.

Thanks,

Jessica

---

From: McDonald, Erica  
Sent: Friday, March 13, 2020 12:21 PM  
To: Collins, Tim; Li, Jessica; Marousek, Michael  
Cc: Su, Susan Jing; Quayle, Bruce  
Subject: RE: Proposal

Folks, I am deep into COVID 19 planning for all of our recreation spaces, programs, etc.

So if Tim is good with the changes then I am as well.  
If there is anything non financial just let me know and I will try to look at it later this afternoon.

Erica McDonald | Manager, Recreation Services  
Hillcrest Centre  
604.257.6945  
604.379.8611 c

---

From: Collins, Tim  
Sent: 13 March 2020 09:20  
To: Li, Jessica; McDonald, Erica; Marousek, Michael

Cc: Su, Susan Jing; Quayle, Bruce  
Subject: RE: Proposal

Jessica,

Can you please clarify that Tennis BC is proposed 12% on Net or Gross revenues (I suspect that it is Net)?

Language in the agreement will need to be amended to include the C-19 impact (renegotiation of the \$10K subject to financial review) on year one and that 12% on revenues for years 4 and 5 may also be subject to renegotiation.

I am comfortable with accepting and proceeding with their counter offer with the caveats above.

Thanks Everyone

Tim

---

From: Li, Jessica  
Sent: Thursday, March 12, 2020 5:54 PM  
To: McDonald, Erica; Collins, Tim; Marousek, Michael  
Cc: Su, Susan Jing; Quayle, Bruce  
Subject: FW: Proposal

Hi Erica, Tim and Michael,

Please see email below and attached counter proposal from Tennis BC.

I've also attached a price comparison excel spreadsheet which includes the original proposed price estimates; pricing based on our new fee structure and percentages; and now their counter proposal using the new fee structure.

I spoke with Mark today and he said they're just completing the contract for their Richmond courts which involves 4 indoor courts. Their fee structure also includes a base + percentage. Let's talk tomorrow and see how best to move forward.

Thanks,

Jessica

---

From: Mark Roberts [mailto:mroberts@tennisbc.org]  
Sent: Thursday, March 12, 2020 5:09 PM  
To: Li, Jessica  
Subject: Proposal

Hello Jessica

Thanks for the phone call.

Here is our response to your proposal.

As you can imagine we have had a crazy couple of days but I have been able to work with our treasurer to review your proposal and understand the financial impact potential. We had build some very good financial models for our Richmond Hub and the Stanley Park RFP and we have a strong understanding of the cost side of the business. The recent proposal from the park board is a significant change from our proposal and would have major risk to Tennis BC. I have summarized our position on a number of points in the attached and added our counter proposal. As I have been working with Tennis Canada, International tennis federations, our clubs and our facility today on the Coronavirus issues, please excuse any spelling mistakes or any unclear language, I wanted to quickly get this to you.

Feel free to call for clarification or better yet I could try and make it down to discuss. To be honest tomorrow might be a challenge and I know you are going away but let me know.

You can reach my cel at s.22(1)

Regards

Mark

Mark Roberts

CEO Tennis BC

[www.tennisbc.org](http://www.tennisbc.org)

604 737 3086 #9



































































From: "Li, Jessica" <jessica.li@vancouver.ca>

To: "Collins, Tim" <Tim.Collins@vancouver.ca>

"Quayle, Bruce" <bruce.quayle@vancouver.ca>

CC: "McDonald, Erica" <Erica.McDonald@vancouver.ca>

"Marousek, Michael" <Michael.Marousek@vancouver.ca>

"Su, Susan Jing" <Susanjing.Su@vancouver.ca>

Date: 3/31/2020 6:08:07 PM

Subject: FW: PS20191554 - Agreement (draft) - Stanley Park Tennis Courts

Attachments: PastedGraphic-1.tiff

PS20191554 - Agreement - Stanley Park Tennis Courts 1-6 (draft) v2 .doc

---

Hi Tim and Bruce,

Please see Tennis BC's comments below along with the attached tracked changes they made to the agreement.

Here is a summary with my questions/comments

- Page 2 e - I think it southeasterly is correct
- Page 2 f iv Tim, is this ok?
- Page 3 p term ends Dec 31, 2022? (3 years)
- Page 4 g Tim, is this ok?
- Page 7 Revenues - My understanding is base fee or percentage of gross revenue, whichever is higher Is that correct?
- Page 7 What do you think of the additions in section 21 and 22?
- Page 7 Bruce, how do we respond to his question in section 23?
- Page 10 section 32 Bruce, is this wording ok? Do subcontractors also include any volunteers?
- Page 11 section 36 is this wording ok?

Thank you,

Jessica

---

From: Mark Roberts [mailto:mroberts@tennisbc.org]

Sent: Monday, March 23, 2020 2:31 PM

To: Li, Jessica

Subject: Re: PS20191554 - Agreement (draft) - Stanley Park Tennis Courts

Hi Jessica

I hope you are having a nice time away given the circumstances. I hope you at least get to do some fun things.

Attached is our response to the contract. There are a couple of key issues that I have highlighted in the lease with some clarification written which you can delete as needed. I want to explain them here in this letter as well.

1. Financial terms. As per our conversation on the phone, I don't know if I explained well enough our proposal and as such have adjusted the wording slightly. If you did understand it then there is no explanation needed but I will outline it anyhow.

Our financial proposal includes the guaranteed minimums as outlined but the 12% is over and above the minimum rent. In other words, once the minimum rent threshold is met, then we pay the 12% on sales over the natural breakpoint  
ie  $\$12,500/12\% = \$104,166.67$ . From that point on the park board received 12% of all revenue as outlined in the contract.

Hopefully that's how you understood that portion but that was our intent.

2. For obvious reasons, the current tennis season is in real jeopardy. I believe the park board locked the courts today. We clearly won't be running any programs April 1 and likely not until July earliest. We believe the Stanley Park Tennis Tournament will not be held due to planning requirements, sponsor challenges and the fact that we will likely be laying off some staff until we know what happens with our funding.

We propose that this current year be on a 12% fee basis only starting two weeks after we can operate the courts (that allows us to get staffing organized and programs marketed).

We have also added in future years to some kind of prorated fees in case, god forbid, something like this happens again.

I know the park board has its hands full right now, as do we, but eventually this will be a great program and I look forward to the partnership.

Best regards

Mark

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org)  
604 737 3086 #9

On Mar 20, 2020, at 3:36 PM, Li, Jessica <[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)> wrote:

Hi Mark,

I hope you are all doing well. I'm pleased to let you know we have approval to move forward and contract with Tennis BC for PS20191554 Provision of Services for Stanley Park Tennis Court Management. Please see attached Agreement for your review. Let me know if you have any questions. I will be away next week, returning March 30<sup>th</sup>.

Take care,

Jessica Li  
Buyer, Supply Chain Management  
City of Vancouver  
604.257.8411  
[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)

---

From: Mark Roberts [<mailto:mroberts@tennisbc.org>]  
Sent: Thursday, March 12, 2020 5:09 PM  
To: Li, Jessica  
Subject: CM: Proposal

Hello Jessica

Thanks for the phone call.

Here is our response to your proposal.

As you can imagine we have had a crazy couple of days but I have been able to work with our treasurer to review your proposal and understand the financial impact potential. We had build some very good financial models for our Richmond Hub and the Stanley Park RFP and we have a strong understanding of the cost side of the business. The recent proposal from the park board is a significant change from our proposal and would have major risk to Tennis BC. I have summarized our position on a number of points in the attached and added our counter proposal. As I have been working with Tennis Canada, International tennis federations, our clubs and our facility today on the Coronavirus issues, please excuse any spelling mistakes or any unclear language, I wanted to quickly get this to you.

Feel free to call for clarification or better yet I could try and make it down to discuss. To be honest tomorrow might be a challenge and I know you are going away but let me know.

You can reach my cel at s.22(1)

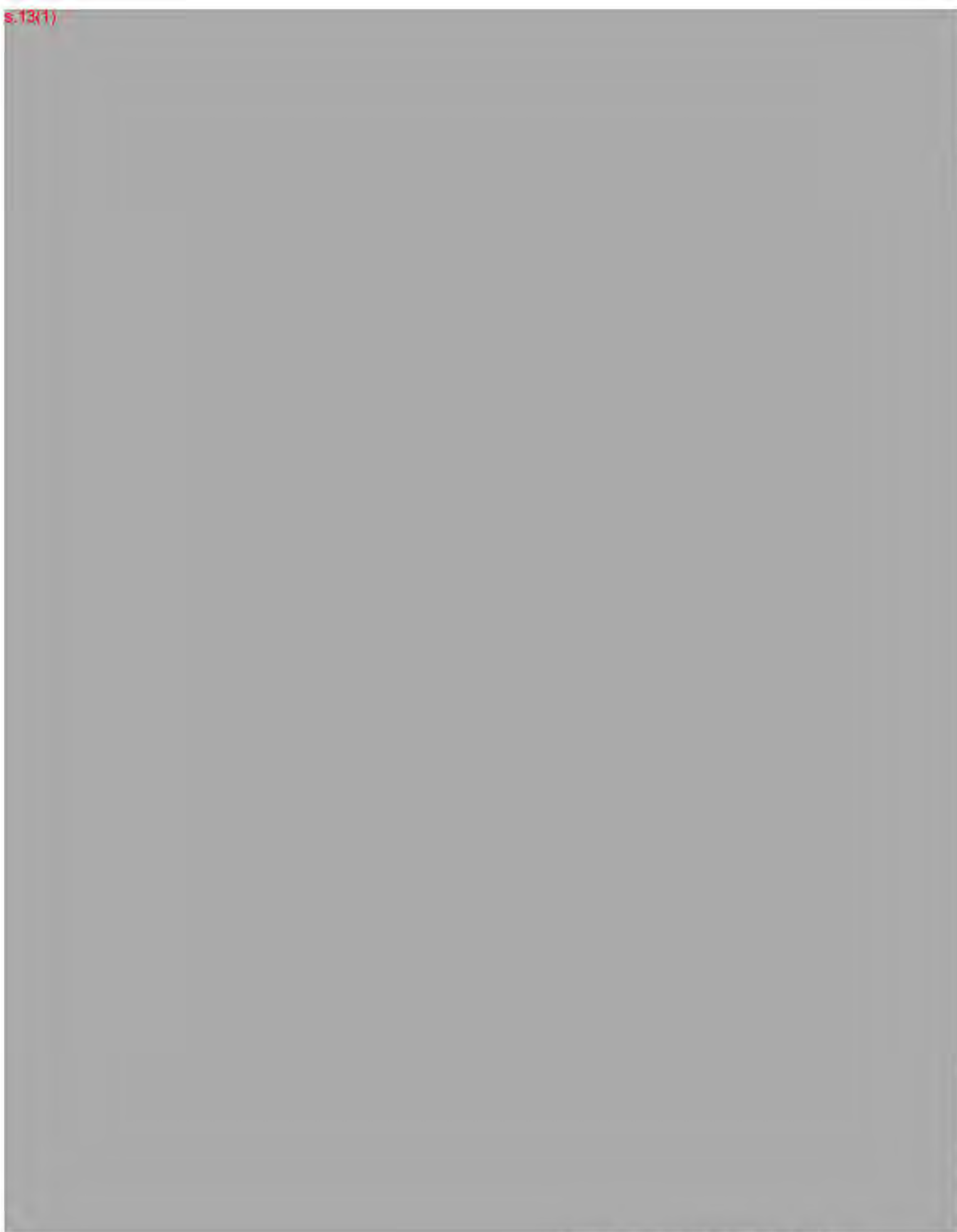
Regards

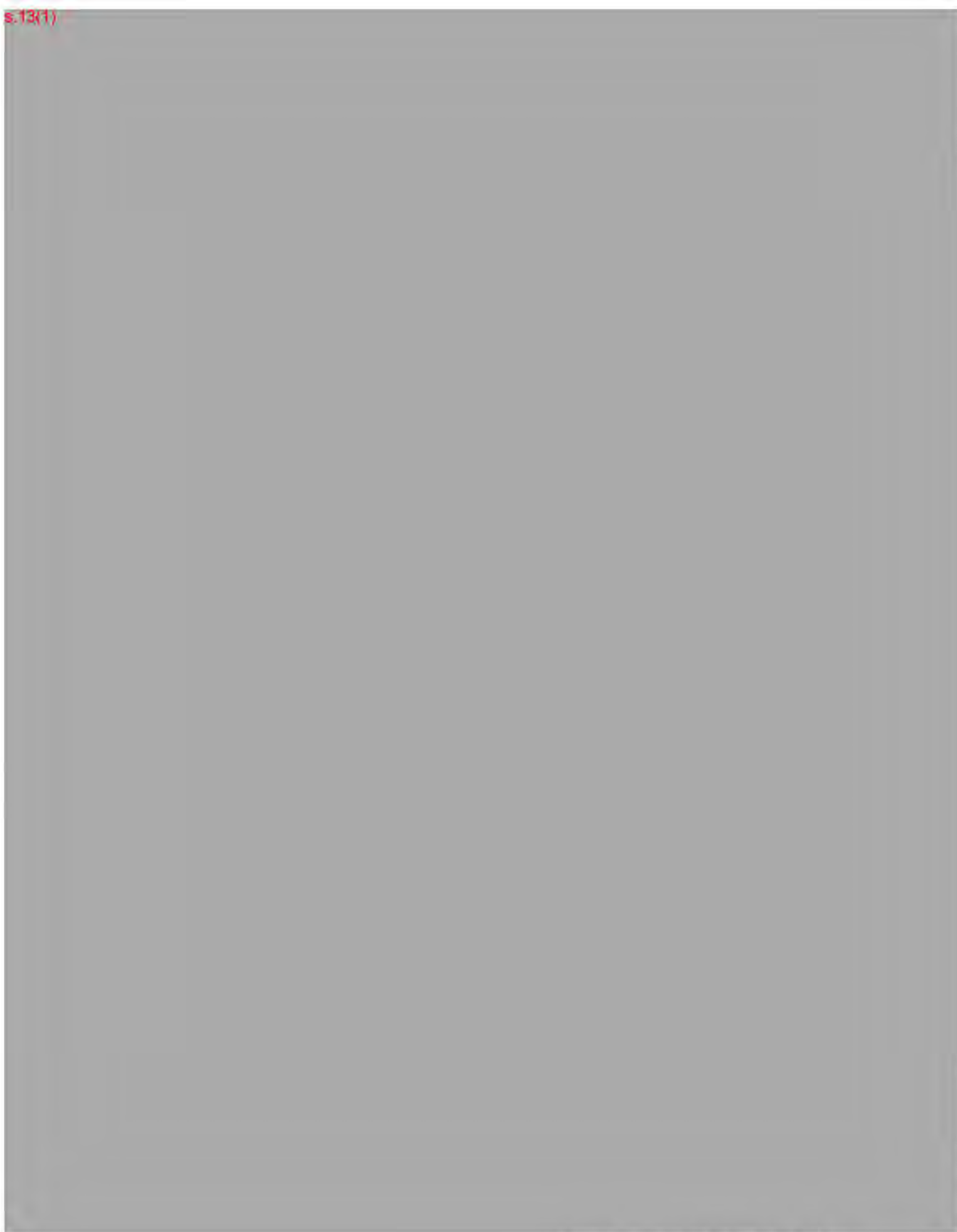
Mark

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org)  
604 737 3086 #9

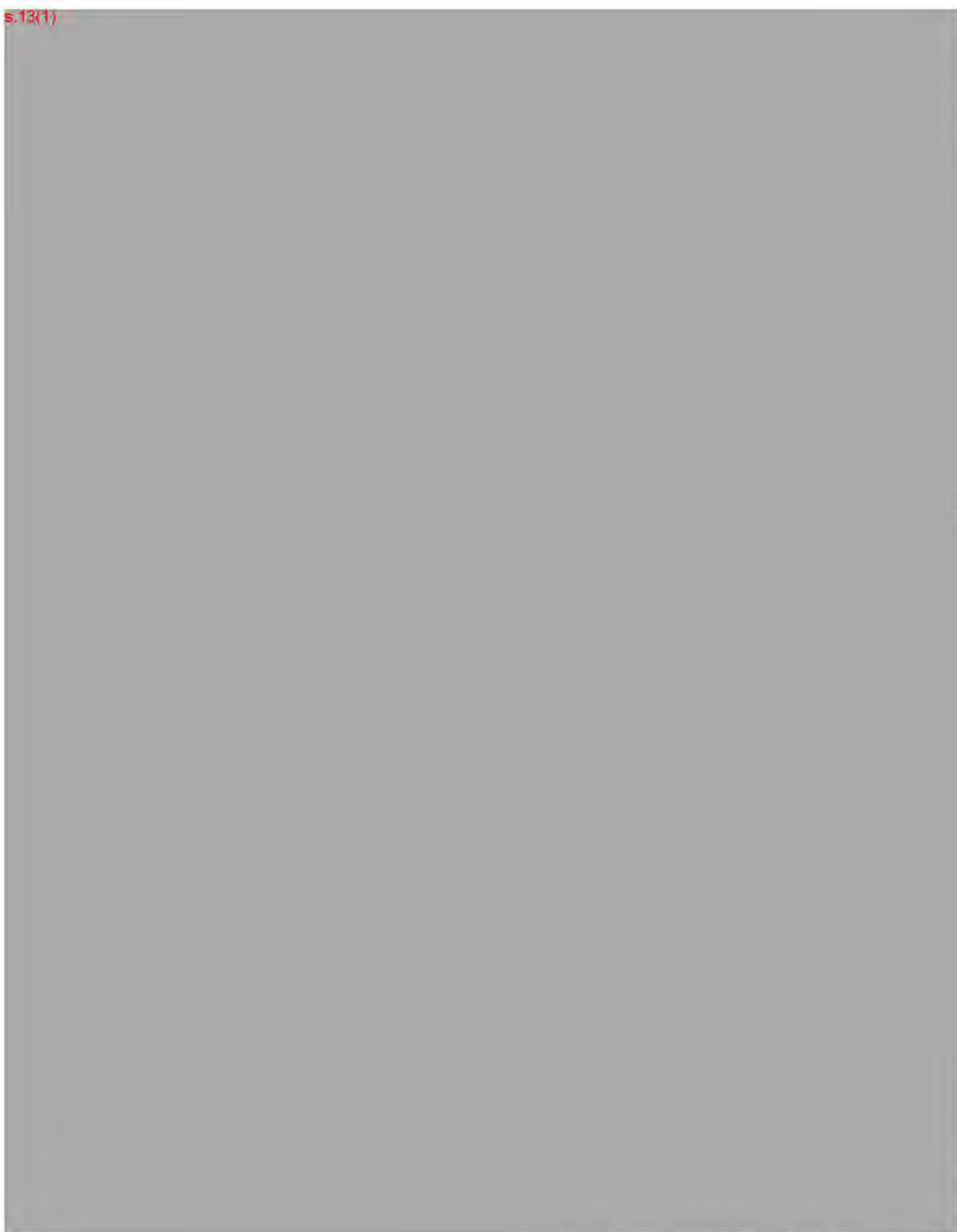
<PS20191554 - Agreement - Stanley Park Tennis Courts 1-6 (draft).doc>



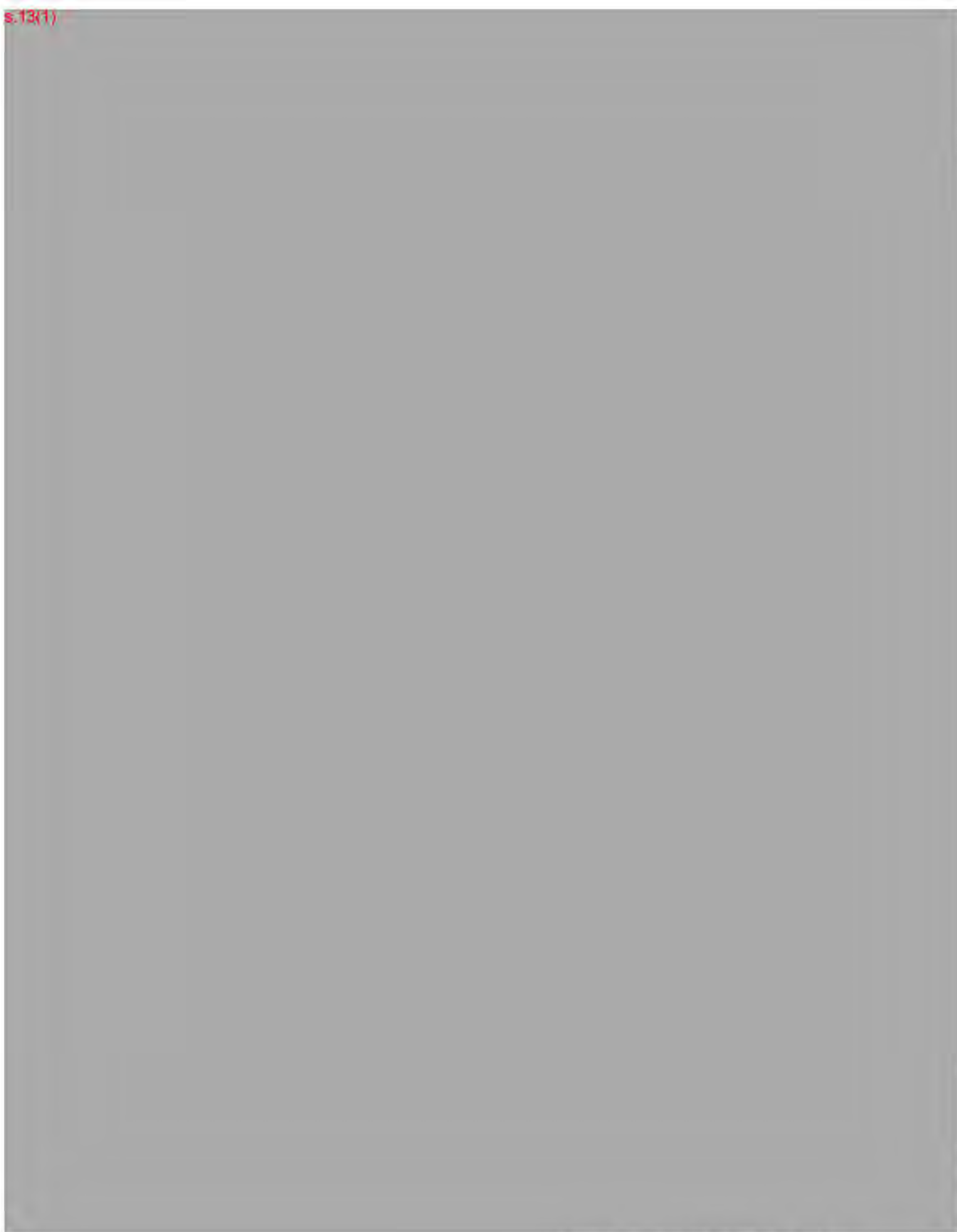


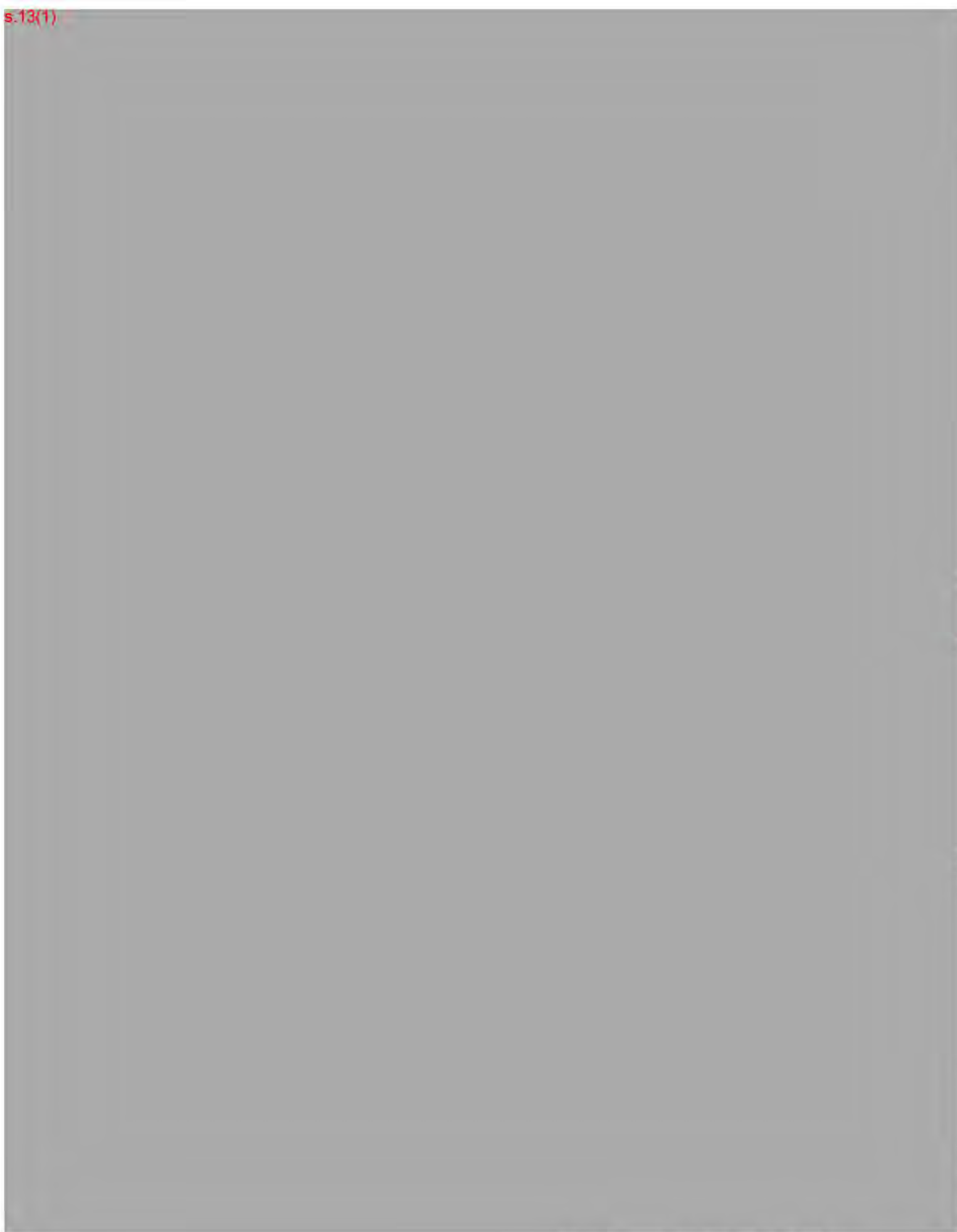




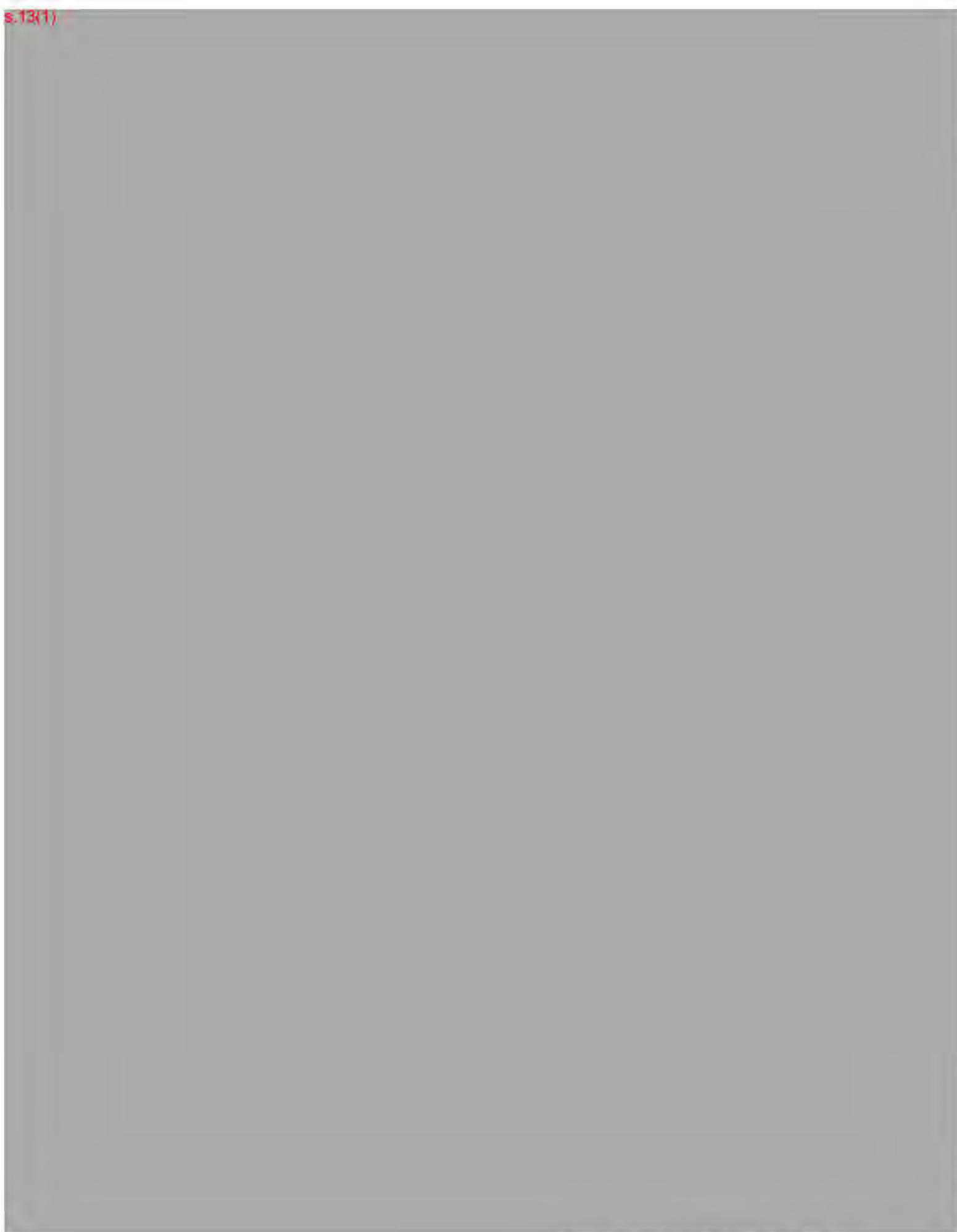


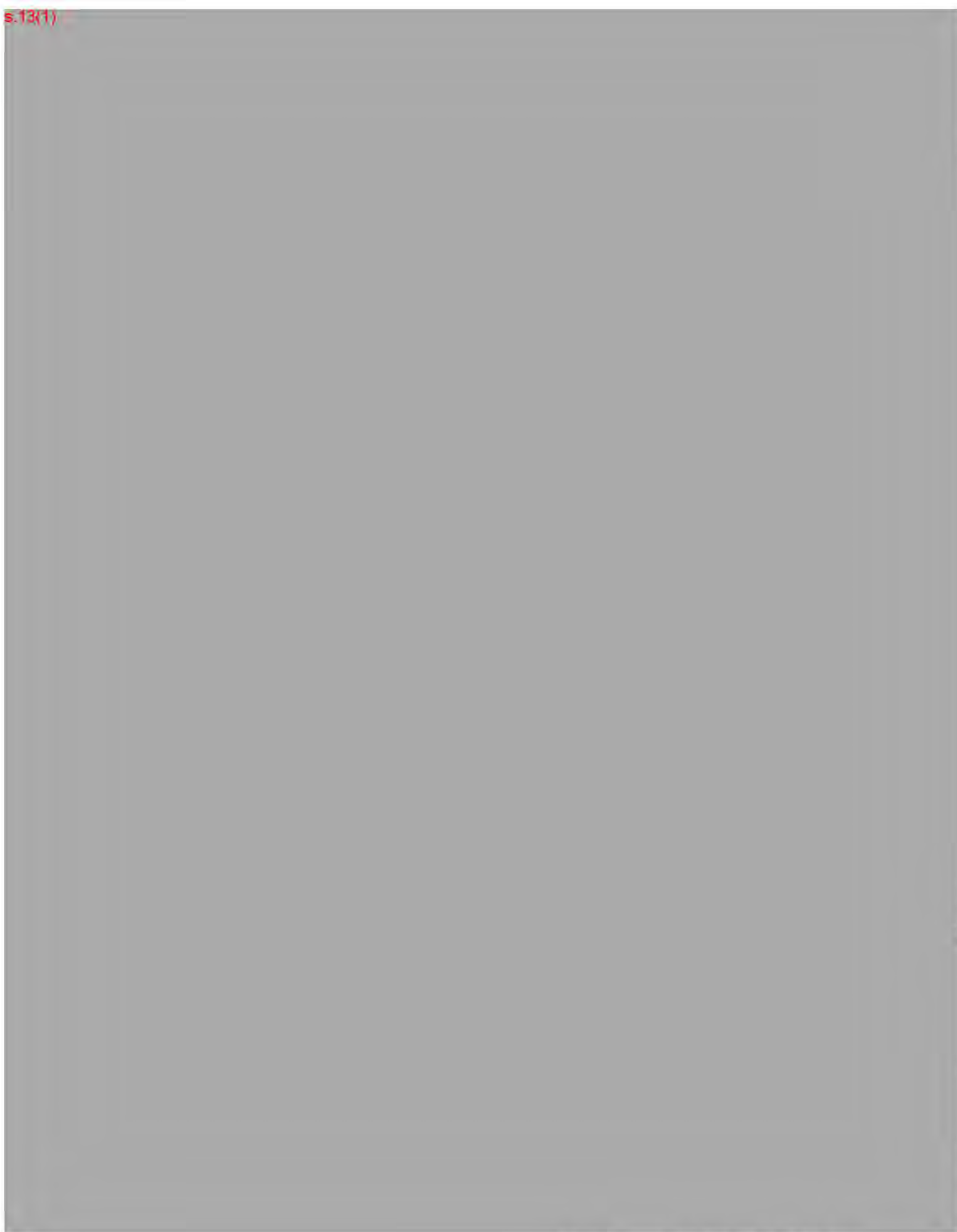




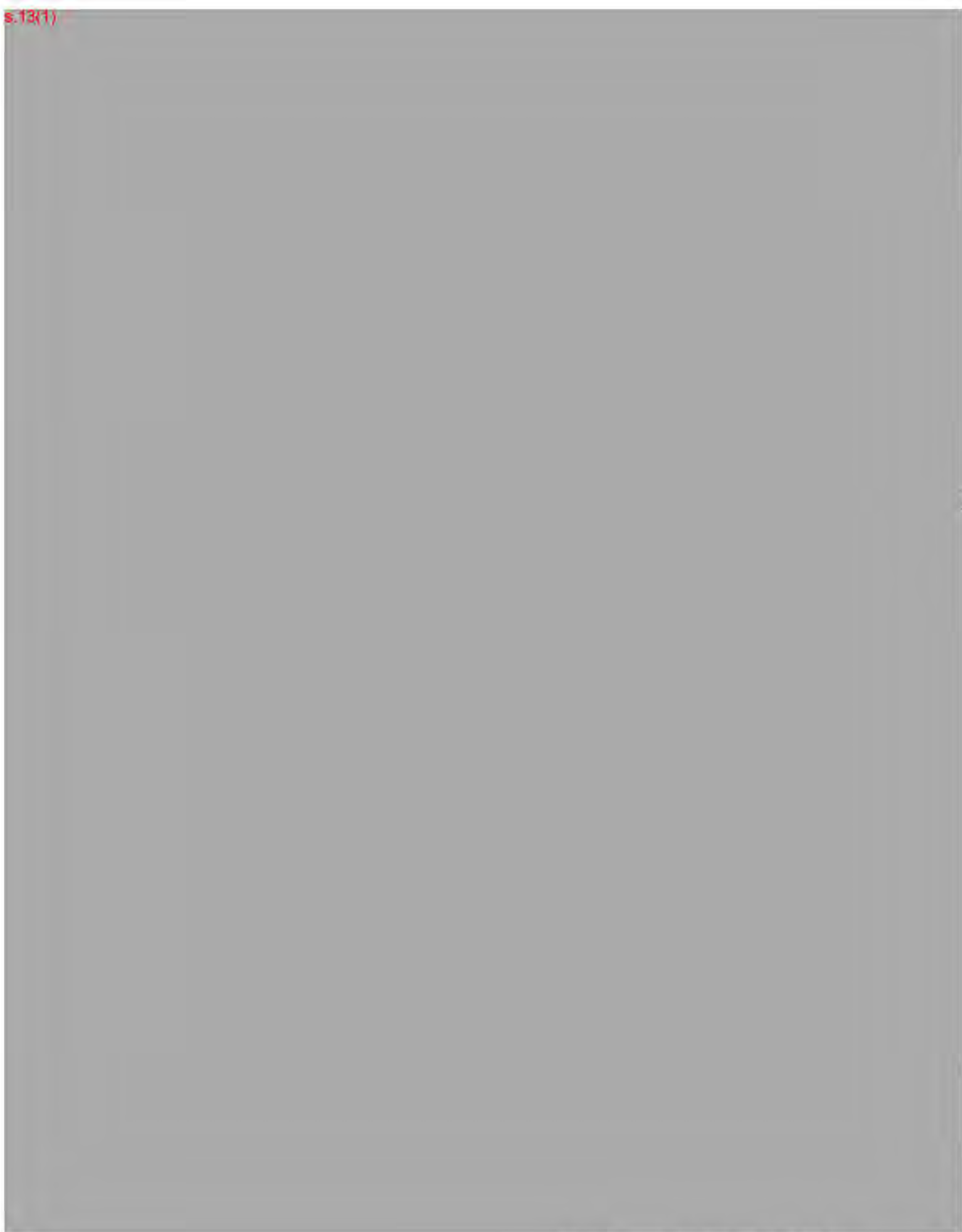


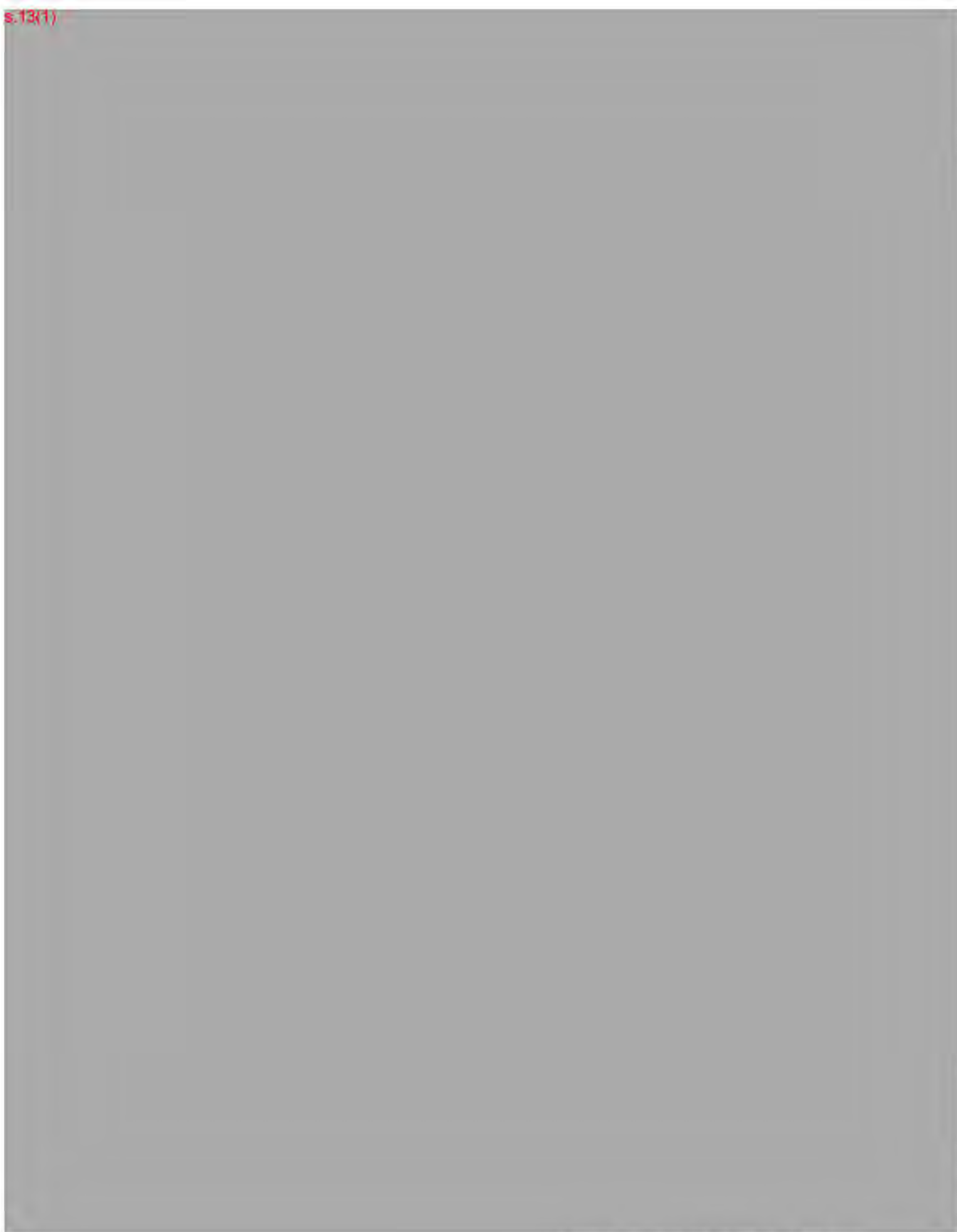


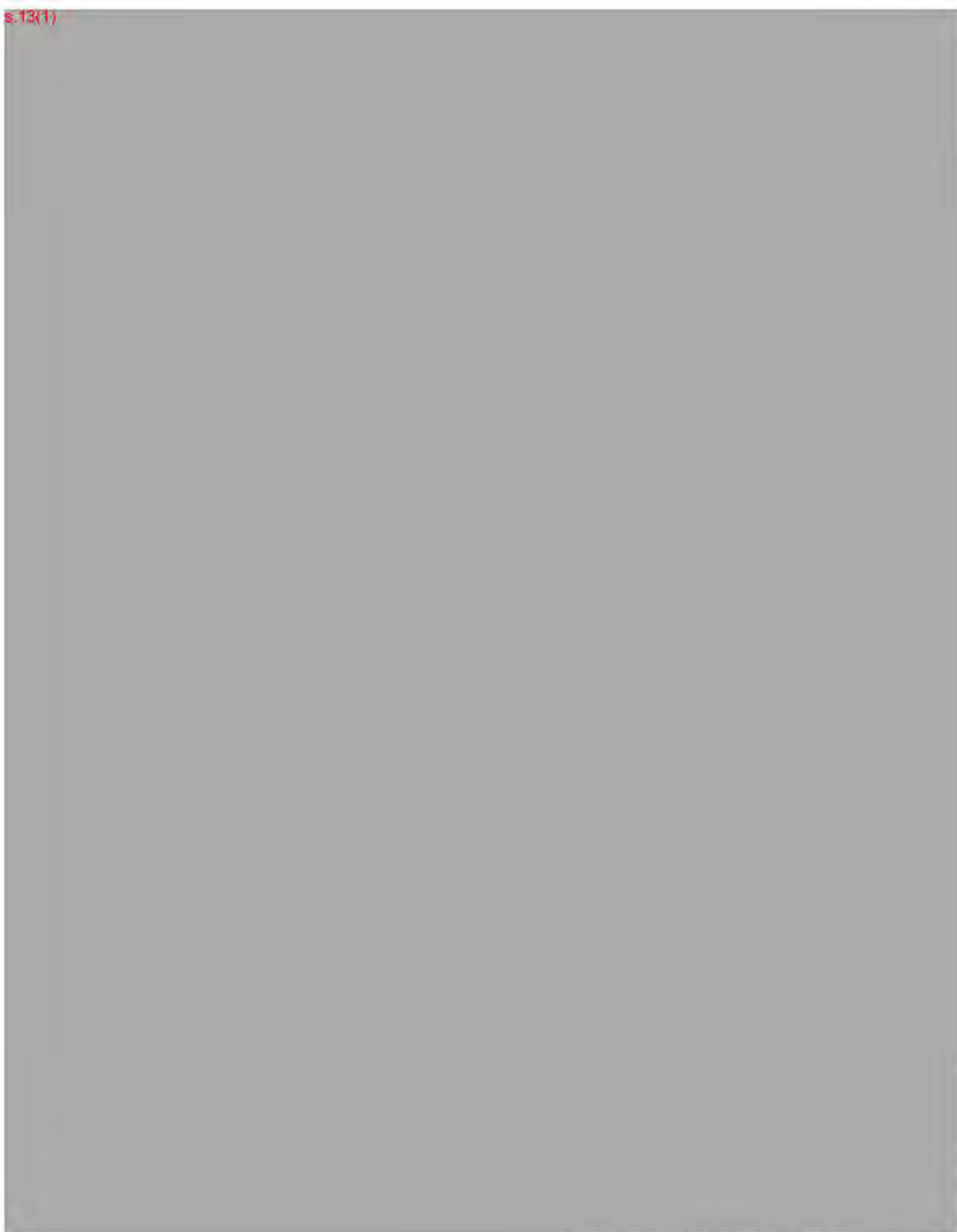


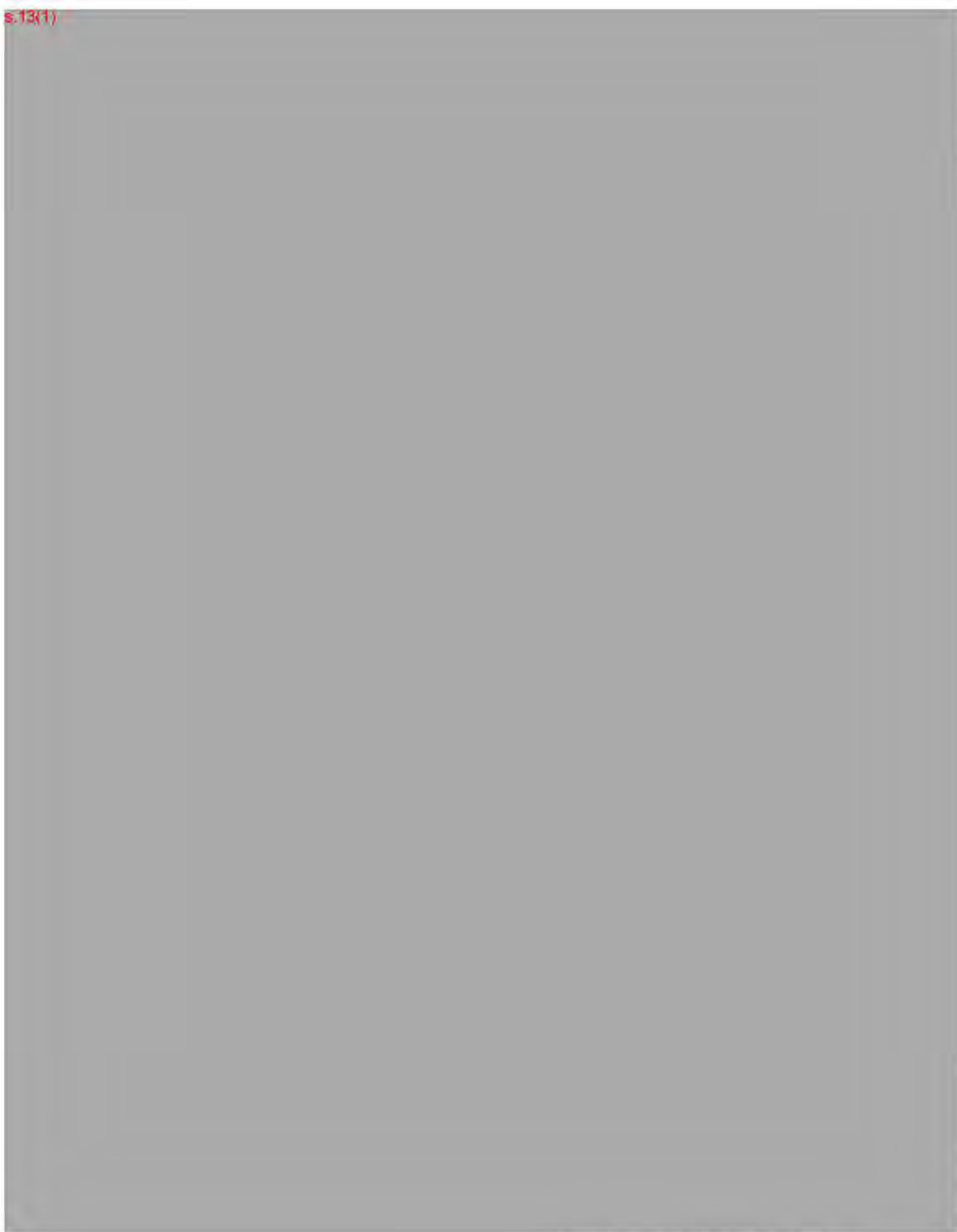


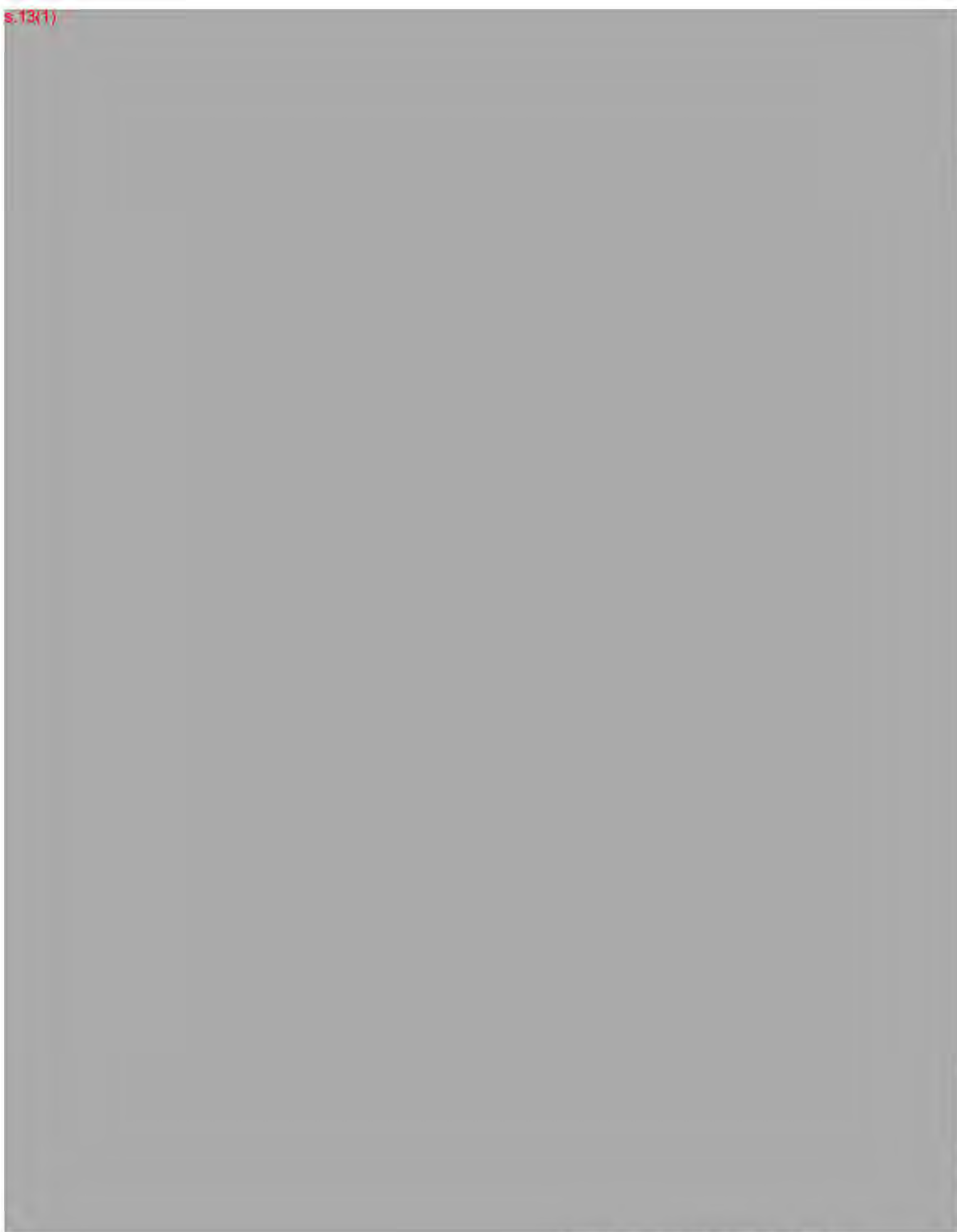


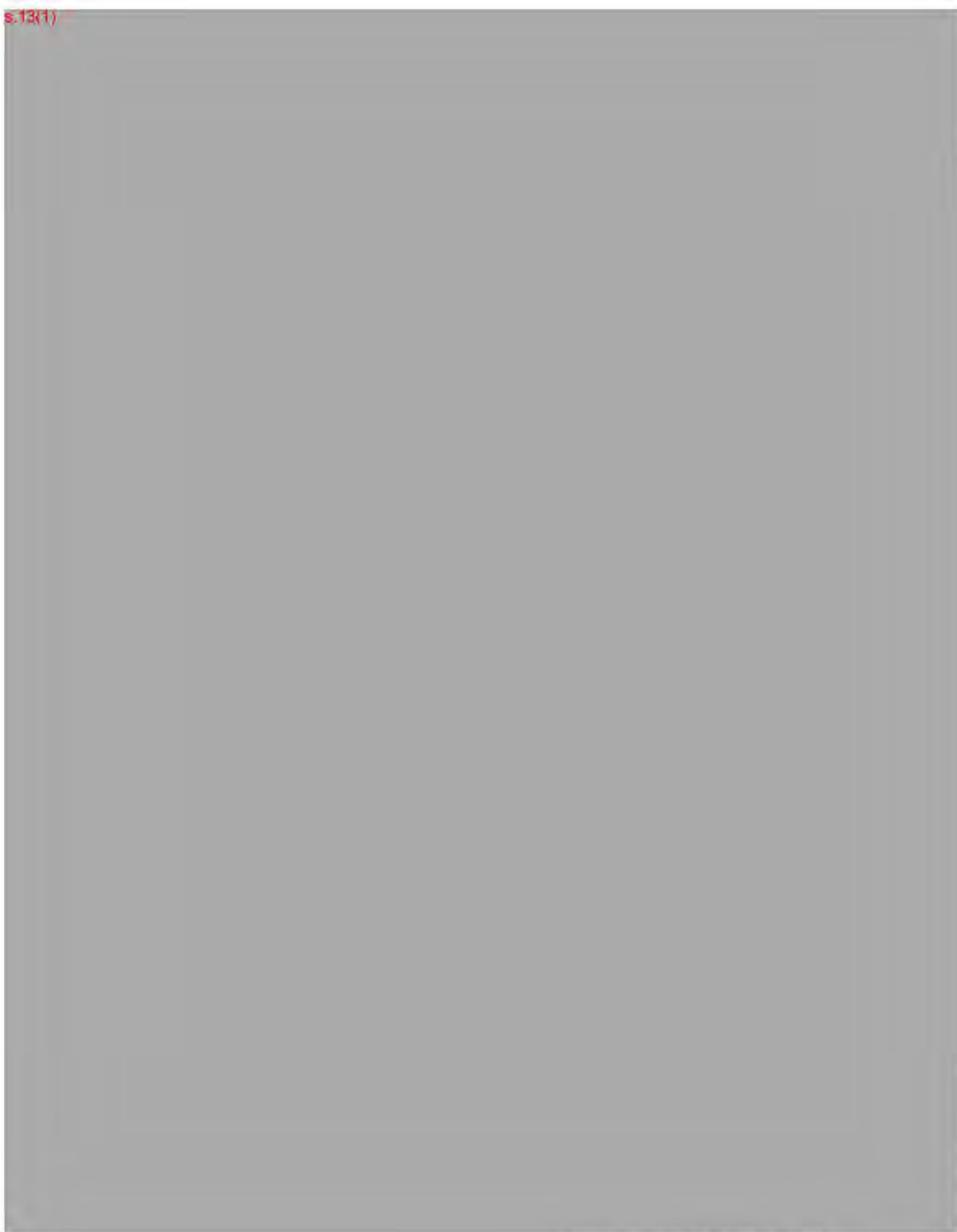














From: "Quayle, Bruce" <bruce.quayle@vancouver.ca>

To: "Li, Jessica" <jessica.li@vancouver.ca>

"Collins, Tim" <Tim.Collins@vancouver.ca>

"McDonald, Erica" <erica.mcdonald@vancouver.ca>

Date: 4/2/2020 12:49:08 PM

Subject: Tennis BC & Park Board Agreement

Attachments: 01323393.DOC

Stanley Park Tennis Courts 1 to 6 - 01323393.pdf

---

Hi All,

I have made changes to the draft agreement in response to Tennis BC's comments. My changes are shown on the attached comparison documents and contained in the attached Word document. Note that I have done nothing with TBC's proposed addition at 8(g) ("subject to commercial viability"). It doesn't make sense to me. Also, I have added a paragraph to address the pandemic situation. Please review all my changes carefully and let me know what you think and whether you have any instructions regarding them.

Regards,  
Bruce

The following files have been attached to this mail by Workshare 9.5...

01323393.DOC (Microsoft Word 97 - 2003 Document)

Stanley Park Tennis Courts 1 to 6 - 01323393.pdf (Adobe Acrobat File)

---

**Bruce T. Quayle**

Lawyer

City of Vancouver, Law Department

453 West 12th Ave.

Vancouver, British Columbia

V5Y 1V4

Direct Line: 604-871-6545

Facsimile: 604-873-7445

E-mail: bruce.quayle@vancouver.ca

---

This message is confidential and may contain privileged information. Any unauthorized printing, copying, publication, distribution or use of the message or any attachments thereto is prohibited. If you are not the intended recipient, please immediately notify the sender and delete all copies of the message and any attachments thereto. This message was not encrypted and may not be secure.









































































From: "Li, Jessica" <jessica.li@vancouver.ca>

To: "Quayle, Bruce" <bruce.quayle@vancouver.ca>

"Collins, Tim" <Tim.Collins@vancouver.ca>

"McDonald, Erica" <erica.mcdonald@vancouver.ca>

Date: 4/15/2020 1:10:03 PM

Subject: RE: Tennis BC & Park Board Agreement

Attachments: PS20191554 - Agreement - Stanley Park Tennis Courts 1-6 (updated draft).DOC

---

Hi Bruce,

Thanks very much for your work on this contract. Mark Roberts from Tennis BC has reviewed and accepts the changes. He's been waiting for confirmation from his president, s.22(1)

Shall I finalize the Word version you sent me and forward it to Mark? Or would you like to finalize the document? Here it is attached.

Thanks,

Jessica

---

**From:** Collins, Tim

**Sent:** Thursday, April 2, 2020 1:47 PM

**To:** Quayle, Bruce; Li, Jessica; McDonald, Erica

**Subject:** RE: Tennis BC & Park Board Agreement

Nothing to add

---

**From:** Quayle, Bruce

**Sent:** Thursday, April 2, 2020 12:49 PM

**To:** Li, Jessica; Collins, Tim; McDonald, Erica

**Subject:** Tennis BC & Park Board Agreement

Hi All,

I have made changes to the draft agreement in response to Tennis BC's comments. My changes are shown on the attached comparison documents and contained in the attached Word document. Note that I have done nothing with TBC's proposed addition at 8(g) (Subject to commercial viability). It doesn't make sense to me. Also, I have added a paragraph to address the pandemic situation. Please review all my changes carefully and let me know what you think and whether you have any instructions regarding them.

Regards,  
Bruce

The following files have been attached to this mail by Workshare 9.5...

01323393.DOC (Microsoft Word 97 - 2003 Document)

Stanley Park Tennis Courts 1 to 6 - 01323393.pdf (Adobe Acrobat File)

---

**Bruce T. Quayle**

Lawyer

City of Vancouver, Law Department

453 West 12th Ave.

Vancouver, British Columbia

V5Y 1V4

Direct Line: 604-871-6545

Facsimile: 604-873-7445

E-mail: [bruce.quayle@vancouver.ca](mailto:bruce.quayle@vancouver.ca)

---

**This message is confidential and may contain privileged information. Any unauthorized printing, copying, publication, distribution or use of the message or any attachments thereto is prohibited. If you are not the intended recipient, please immediately notify the sender and delete all copies of the message and any attachments thereto. This message was not encrypted and may not be secure.**

































**From:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
**To:** "Tartaglio, Paul" <Paul.Tartaglio@vancouver.ca>  
**Date:** 4/22/2021 12:40:33 PM  
**Subject:** FW: Tennis Management contract (RFP PS20191554)

---

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



---

**From:** Marousek, Michael  
**Sent:** Friday, September 11, 2020 2:34 PM  
**To:** Araujo, Sev <Sev.Araujo@vancouver.ca>; Sangalang, Ellen <Ellen.Sangalang@vancouver.ca>; Ma, Mary (Park Board) <mary.ma@vancouver.ca>  
**Cc:** McDonald, Erica <Erica.McDonald@vancouver.ca>; Erickson, Zack <Zack.Erickson@vancouver.ca>; Collins, Tim <Tim.Collins@vancouver.ca>  
**Subject:** RE: Tennis Management contract (RFP PS20191554)

Hi Sev,

I can confirm that the contract was executed earlier this Summer.  
Tennis BC was given a signed copy of the contract.

Have a great day,  
Michael

---

**From:** Araujo, Sev  
**Sent:** Tuesday, September 8, 2020 5:56 PM  
**To:** Sangalang, Ellen; Ma, Mary (Park Board); Marousek, Michael  
**Cc:** McDonald, Erica; Erickson, Zack; Collins, Tim  
**Subject:** Tennis Management contract (RFP PS20191554)

I am actually looking to ensure PB has the executed Tennis BC contract to manage the courts as per the RFP

Michael?

Zack, assuming Tennis BC storage agreement filed away in both formats

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

**From:** Sangalang, Ellen  
**Sent:** Friday, August 28, 2020 5:08 PM  
**To:** Araujo, Sev  
**Cc:** Ma, Mary (Park Board)  
**Subject:** FW: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

I don't understand why you are following up. Mary already emailed you this unless you were referring to a different agreement?  
Thanks.

Ellen

---

From: Ma, Mary (Park Board)  
Sent: Friday, June 19, 2020 11:08 AM  
To: Araujo, Sev  
Cc: Sangalang, Ellen; Collins, Tim; Erickson, Zack  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Hello Sev

Please see scanned copy and let me know, if it's good enough at 600dpi.

Cheers  
Mary

---

From: Araujo, Sev  
Sent: Friday, June 19, 2020 10:52 AM  
To: Ma, Mary (Park Board)  
Cc: Sangalang, Ellen; Collins, Tim; Erickson, Zack  
Subject: Re: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

What are chances of

- 1) scanning copy at 300dpi or higher
- 2) mailing one original to Tennis BC
- 3) 2nd original into Leasing filing tray outside Tim s office

Again you're the best!!

Sev

My apologies for the brevity of my email, it is bein  
sent from my iPhone

On Jun 19, 2020, at 10:39 AM, Ma, Mary (Park Board) wrote:

\u-257 ?  
I got Shauna s signature.

Mary

---

From: Araujo, Sev  
Sent: Thursday, June 18, 2020 4:56 PM  
To: Sangalang, Ellen  
Cc: Ma, Mary (Park Board)  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

That would be ideal, but no rush as we have their signature at that s my main concern.

Shauna is not aware of this agreement and will need some context. Let me write up an email and cc everyone today

Sev Araujo  
Manager, Commercial Operations

Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Sangalang, Ellen  
Sent: Thursday, June 18, 2020 3:58 PM  
To: Araujo, Sev  
Cc: Ma, Mary (Park Board)  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Hi Sev,

It needs Shauna's original signature, correct? In that case, we need to get that to Shauna today. I believe she is in the office and if Mary can pass it on to her, that would be great!

---

From: Araujo, Sev  
Sent: Thursday, June 18, 2020 3:42 PM  
To: Ma, Mary (Park Board); Sangalang, Ellen  
Cc: Collins, Tim; Erickson, Zack; Marousek, Michael  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Thank you Mary!

Ellen, can you please get Shauna to sign and then we will coordinate filing in office (originals in tray on top of filing cabinet outside Tim's office), and copies to Legal, Clerks and original back to Tennis BC.

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Ma, Mary (Park Board)  
Sent: Thursday, June 18, 2020 2:30 PM  
To: Marousek, Michael; Araujo, Sev  
Subject: FW: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Hello Sev and Michael

Please see attachment: Tennis BC contract.

The original copies are on Ellen's desk.

Cheers  
Mary

---

From: Marousek, Michael  
Sent: Wednesday, June 17, 2020 1:15 PM  
To: Araujo, Sev  
Cc: Collins, Tim; McDonald, Erica; Ma, Mary (Park Board); Erickson, Zack  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Thank you Sev for the quick turnaround on this, hopefully we will get Tennis BC up and running by July 1 to align with our Outdoor Sports Permitting.

Will do.

Michael

---

From: Araujo, Sev  
Sent: Wednesday, June 17, 2020 12:53 PM  
To: Marousek, Michael  
Cc: Collins, Tim; McDonald, Erica; Ma, Mary (Park Board); Erickson, Zack  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Hi Michael,

Attached is the final agreement with your changes and typos corrected. Note effective date June 15; easier for us to track start date.

Two executed copies please. Have them either mailed or dropped off at Beach and then we will coordinate signatures and filling and copy back to Tennis BC.

Thank you for your efforts.

(email as of 12:52 pm disregard all others)

Sev

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Marousek, Michael  
Sent: Friday, June 12, 2020 8:30 AM  
To: Araujo, Sev; McDonald, Erica  
Cc: Collins, Tim  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)  
Importance: High

Thank you for the drafting up the agreement Sev.  
The Licence Agreement has been signed and I am going through the list of actions indicated in the document with Tennis BC – see attached for your records.

As for the office licence agreement, I would like to propose the following amendments:

- Effective date: June 19<sup>th</sup> (hopefully aligns with the date they get the key to access the space and it provides them with some time to set up prior to opening the reservation system on July 1)
- Term: end on Dec 31, 2022 (to align with the Agreement)
- Page 2, under Grant of Licence, months is missing after the (11); change the end of term date to Dec 31, 2022
- Page 7, change the organization s name from Stanley Park Tennis Club (Society) to Tennis BC (Society)
- Schedule A indicates with an arrow Room 124A Exterior Storage Area; however, the room they should be getting, as per Tim as well as Page 1, is Room 142 Tennis Pro Shop

Erica, could you please review at your earliest convenience and provide your comments?

Happy Friday!!

Michael

---

From: Araujo, Sev

Sent: Thursday, June 11, 2020 6:21 PM  
To: Marousek, Michael  
Cc: McDonald, Erica; Collins, Tim  
Subject: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Hi Michael,

Attached is a licence agreement I came up with for Tennis BC for room 142 at 8901 Stanley Park Drive (Schedule A) based on the agreement Legal did last Fall for SPTC in Room 124A in the same building. I put in an effective date of July 1 2020 ending May 31 2023 assuming it mimics the SP Tennis Court Management Contract. Please review with Erica and let me know of any changes you may want.

I haven't seen an executed contract for the court management contract yet and assuming its executed (?). If you haven't sent it to Tim we need it for PB files so we can also tie it to attached *(Tim please action for follow up, if you haven't already)*

Waiting for REFM to get Locksmith to create 4 sets of keys; hopefully next week

Thank you

Sev

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Marousek, Michael  
Sent: Thursday, June 11, 2020 2:41 PM  
To: Araujo, Sev  
Subject: RE: questions

I appreciate it Sev.

I am trying to stay ahead of this as Tennis BC is hoping to start on July 1 (if we get the green light from BPOC to restart permitting) and there are several items in the license agreement I need to execute before they can start.

Let me know if you have any updates for me.

Have a nice day,  
Michael

---

From: Araujo, Sev  
Sent: Wednesday, June 10, 2020 5:44 PM  
To: Marousek, Michael  
Subject: RE: questions

Hi Michael,

I have been dealing with some other things. I blocked off time for this tomorrow. Sorry

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

From: Marousek, Michael  
Sent: Wednesday, June 10, 2020 3:36 PM  
To: Araujo, Sev  
Subject: RE: questions

Hi Sev,

Hope you are well.

Do you have any updates on the below agreement?  
Any luck getting the key back?

Have a nice day,  
Michael

---

From: Marousek, Michael  
Sent: Friday, June 5, 2020 4:51 PM  
To: Araujo, Sev  
Cc: Collins, Tim  
Subject: RE: questions

Hi Sev,

Here is the info you need to create the agreement for the room that wasn't captured in the License Agreement.

1. Our legal entity & address are: Tennis British Columbia, 200-112 3<sup>rd</sup> Ave., Vancouver, BC V5T 1C8
2. Term: 3 year term starting on May 7, 2020
3. Proposed use: The space in question will be used as our Tennis BC office space. We would need to have occupancy of this space year round if possible in order to store our supplies and equipment there during the off season.  
More specifically we would use the space for:
  1. Office area/work space for our day to day employee to use
  2. Check in area for court participants, particularly if they require assistance with our online platform
  3. Office & meeting area for Tennis BC team members & coaches working at Stanley Park
  4. It will house our computer/phone/IT equipment which will need to be locked up after hours
  5. It will house our coaching supplies such as tennis balls, hoppers, baskets, racquets, mini-nets, etc.
  6. It will house our cleaning supplies for the courts also, sweeper, disinfecting supplies, etc.

Let me know if you need anything else.

When do you think you could have the agreement drafted and the key for the room?  
They will want to align with our proposed start for permitted outdoor activities on July 1 (confidential).

Have a great weekend,  
Michael

---

From: Araujo, Sev  
Sent: Monday, June 1, 2020 3:11 PM  
To: Marousek, Michael  
Cc: Collins, Tim  
Subject: RE: questions

Hi Michael,

I'm waiting to hear back from Doug by end of the week, If not I will get locksmith out

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427 hael,

Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Marousek, Michael  
Sent: Monday, June 01, 2020 11:17 AM  
To: Araujo, Sev  
Subject: RE: questions

Hi Sev,

I am waiting to receive the information you requested from Tennis BC.

I would like to see the storage room – did you get the key yet?

Michael

---

From: Araujo, Sev  
Sent: Wednesday, May 20, 2020 4:00 PM  
To: Marousek, Michael; Collins, Tim  
Cc: McDonald, Erica  
Subject: RE: questions

Ok

Need

- Legal entity and address
- Term
- Use

Please refer to document I sent you and note its not VTA, its SPTC

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Marousek, Michael  
Sent: Wednesday, May 20, 2020 10:42 AM  
To: Araujo, Sev; Collins, Tim  
Cc: McDonald, Erica  
Subject: RE: questions

That sounds great Sev.

Will you go ahead and create license agreement? Can you estimate how long it may take so I can brief Tennis BC accordingly?

I don't think they need to pay for the space. The VTA got a slightly larger space for \$1. That may be the right way to go about it.

The keys can be dropped off at Creekside.

Michael

---

From: Araujo, Sev  
Sent: Wednesday, May 20, 2020 10:38 AM  
To: Marousek, Michael; Collins, Tim  
Cc: McDonald, Erica  
Subject: RE: questions

To keep things clean, I think it would be best that we supply Tennis BC with a separate licence agreement for the space outside the operating agreement. The agreement would be exact same storage agreement as the one we sent Stanley Park Tennis Club in October.

Just need to know if they will pay for space and the dates they are allowed to use space. We can turn it around pretty quickly and Shauna will need to sign

I will need to get keys from original contractor. Where do you want them dropped off

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Marousek, Michael  
Sent: Wednesday, May 20, 2020 10:23 AM  
To: Araujo, Sev; Collins, Tim  
Cc: McDonald, Erica  
Subject: RE: questions

Hi Sev,

Approved and executed contract - yes. Insurance – not yet; however, I can request it. Site visit would help us confirm the room is available, cleared out, and meant for Tennis BC as specified in the RFP.

As Tim said, we would then want to amend the License Agreement to capture this.

Michael

---

From: Araujo, Sev  
Sent: Wednesday, May 20, 2020 10:18 AM  
To: Marousek, Michael; Collins, Tim  
Cc: McDonald, Erica  
Subject: RE: questions

Do you have an approved, executed contract and insurance?

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Marousek, Michael  
Sent: Wednesday, May 20, 2020 10:15 AM  
To: Collins, Tim; Araujo, Sev  
Subject: RE: questions

Is one of you available for a site visit today? I am at Creekside and can swing by any time.

One other question – can I get keys for the room so Tennis BC can start moving in.

Michael

---

From: Collins, Tim  
Sent: Wednesday, May 20, 2020 9:41 AM  
To: Marousek, Michael  
Subject: Re: questions

I believe so, a site visit may be in order to confirm and can amend accordingly  
Sev was handling the SP building items  
Tim

Sent from my iPhone

On May 20, 2020, at 9:33 AM, Marousek, Michael wrote:

\u-257 ?  
Tim,

I find an old email that shows VTA should occupy room 124A.  
Can you please confirm this?  
Shall I assume that if this is correct, Tennis BC can occupy room 142?

Michael

---

From: Collins, Tim  
Sent: Wednesday, May 20, 2020 9:25 AM  
To: Marousek, Michael  
Subject: RE: questions

Hello Michael,

Room 142, of the drawing attached, I believe VTA is occupying a portion of the area as well.

Tim

---

From: Marousek, Michael  
Sent: Tuesday, May 19, 2020 2:59 PM  
To: Collins, Tim  
Subject: RE: questions

Sounds good Tim, please let me know when you hear back – hopefully by 9am tomorrow.  
I do recall meeting with the VTA to sign an agreement for one of the two rooms.

M

---

From: Collins, Tim  
Sent: Tuesday, May 19, 2020 11:02 AM  
To: Marousek, Michael  
Subject: RE: questions

Checking with Sev on this as SP Brewing is his item, also, I believe the other tennis group is also using the space as well.

Tim

---

From: Marousek, Michael  
Sent: Tuesday, May 19, 2020 10:14 AM

To: Collins, Tim  
Subject: RE: questions  
Importance: High

Hi Tim,

Please see Erica's and Jessica's comments attached to this email.  
I have a meeting with Mark (Tennis BC) tomorrow at 9.30am so I am trying to collect all pertinent information.

Does the room Erica is referring to exist and available for the SP Tennis Courts lease holder?

Michael

---

From: Collins, Tim  
Sent: Friday, May 15, 2020 10:51 AM  
To: Marousek, Michael  
Subject: RE: questions

See comments in Blue below

---

From: Marousek, Michael  
Sent: Thursday, May 14, 2020 4:11 PM  
To: Collins, Tim  
Subject: RE: questions

Thank you Tim!  
I added a few comments in GREEN.  
Still feel like it's my first month in this position every time I dive into another specific area...

M

---

From: Collins, Tim  
Sent: Thursday, May 14, 2020 9:11 AM  
To: Marousek, Michael  
Subject: RE: questions

See comments in RED

---

From: Marousek, Michael  
Sent: Wednesday, May 13, 2020 3:32 PM  
To: Collins, Tim  
Subject: RE: questions

Hi Tim,

Would you be able to make comments/notes in an email today or tomorrow and then we can decide if we should follow up with a phone call?

Michael

---

From: Collins, Tim  
Sent: Wednesday, May 13, 2020 3:26 PM  
To: Marousek, Michael  
Subject: RE: questions

Hey Michael,

My apologies for the delay in getting back to you, when would you like to discuss this?

Tim

---

From: Marousek, Michael  
Sent: Monday, May 11, 2020 4:39 PM  
To: Collins, Tim  
Subject: FW: questions

Hi Tim,

Can you please help me answering some questions in Mark's email below?  
Tennis BC has officially been awarded the contract.  
I am planning a conference call with Mark on Wednesday and am wondering if you and I could connect on Wednesday?

Thank you,  
Michael

---

From: Mark Roberts [<mailto:mroberts@tennisbc.org>]  
Sent: Monday, May 11, 2020 1:40 PM  
To: Marousek, Michael  
Cc: Sarah Kadi; Rosemary Erb  
Subject: [EXT] questions

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

Hi Michael

I hope you had a nice weekend and enjoyed the weather.

I understand the tennis courts were packed which is great as long as the rules were followed.

As we now prepare to open our Hub at Stanley Park we need to get on site to see what is available to us. We have some urgency to these questions as we prepare our set up and storage and emergency preparation requirements.

Please see this list and advise me how best to proceed:

1. Access to the small office on site (is it locked currently and who has the keys for us?) (Is this the space under the SP Brewing Building?) I suppose it is – I have never been on the premises (beyond the tennis courts). I haven't seen anything regarding this space in the License Agreement though. Are they supposed to get access to it?  
Not sure why they are asking about it was it in the proposal?, Jessica can confirm
2. A list of contacts from the park board and city for a variety of requirements we might have Would it be safe to say that my position is the main contact and I can then channel requests to Guy and John? I would prefer to know what is happening if I am to oversee the Agreement. What's Guy's title/department? Supervisor of Parks Maintenance
  - various emergency issues Guys Pottinger / John Odong
  - animal issues Guys Pottinger / John Odong
  - court cleaning, safety, repairs Guys Pottinger / John Odong
3. Signage removal (current) and approval process for new signage (Erin Embly,

Emily Dunlop, Doug Shearer) – is this the Planning team? Why are they in charge of signage? Should Comms not be included? Would it be John's team that would physically remove the outdated signage? The staff above are planning and development and area part of the SP strategy team.

4. Storage unit approvals Guys Pottinger / John Odong / Amit (however this is unlikely to be approved other then for the tournament) Ok.

5. Any documentation that we might need on site.(not sure what this is asking?, I would defer this to Parks Ops and Recreation) I will clarify with Mark.

I know you are very busy so hopefully there is someone who can work with us directly and I don't need to bother you.

Regards  
Mark

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org) [tennisbc.org]  
604 737 3086 #9

**From:** "Collins, Tim" <Tim.Collins@vancouver.ca>  
**To:** "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Date:** 2/27/2020 5:34:37 PM  
**Subject:** FW: BC Tennis Draft Agreement Language

---

I missed you

Tim Collins  
604-257-8437

---

**From:** Collins, Tim  
**Sent:** Thursday, February 27, 2020 4:34 PM  
**To:** Quayle, Bruce  
**Cc:** McDonald, Erica; Li, Jessica  
**Subject:** BC Tennis Draft Agreement Language  
**Importance:** High

Bruce,

I trust that this helps clarify the expectations used along with the previous emails?  
Jessica will need to speak with Tennis BC and clarify some issues around the financials that they have proposed

**Provision 5.3 of the draft agreement for BC Tennis**

s.13(1)



**Provision 6.2 of the draft agreement for BC Tennis**

s.13(1)



**Provision 13.0 of the draft agreement for BC Tennis**

s.13(1)

Tim Collins (RIBC)  
Supervisor of Commercial Operations  
Vancouver Parks Park Board  
604-257-8437



**From:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
**To:** "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Date:** 5/19/2020 3:24:43 PM  
**Subject:** FW: Tennis Management Services in Stanley Park RFP - Board Update

---

And one response...

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



---

**From:** Mackinnon, Stuart  
**Sent:** Friday, May 15, 2020 7:33 PM  
**To:** Park Board GM's Office  
**Cc:** PB Commissioners; PB SLT (Senior Leadership Team) - DL; McDonald, Erica  
**Subject:** Re: Tennis Management Services in Stanley Park RFP - Board Update  
**Sensitivity:** Confidential

Thank you for the information Malcolm. This clears up some confusion caused by misinformation sent to us through a campaign to discredit the procurement process.

Much appreciated.

Stuart Mackinnon, Commissioner  
Vancouver Board of Parks and Recreation

On May 15, 2020, at 7:21 PM, Park Board GM's Office <pbgmo@vancouver.ca> wrote:

\u-257 ?

Dear Commissioners,

In response to recent correspondence sent to Commissioners regarding the tennis management services in Stanley Park, and further to the updates provided previously (included below), I am writing to advise that the contract has now been officially awarded to Tennis BC and all proponents have been informed. Although we expected that this announcement would have occurred sooner, circumstances related to the City and Park Board response to the COVID-19 pandemic played a role in delaying the contract award process.

Park Board and City Procurement staff continue to respond to concerns raised by a number of members of the tennis community regarding the procurement process and the awarding of the contract to Tennis BC. I would like to assure you that a proper and competitive procurement process was undertaken, guided by a procurement specialist and in accordance with City and Park Board Procurement Policies. Any allegations or suggestions of Park Board bias or impropriety is unfounded and speculative.

There have also been questions about Initiative #8 outlined in [Tennis BC's 2019-2023 Strategic Plan](#), which includes the goal to create public court programming options in partnership with municipalities, and specifically to develop a working relationship with Vancouver Park Board to pilot a public court programming, maintenance, court booking initiative. This goal includes targets of 12 courts in 2020, increasing to 70 courts by 2023. Please note that Tennis BC did not consult with or include Park Board staff in their strategic planning process, and the Park Board has not endorsed this strategy.

As part of VanPlay, staff will be developing a citywide Sport Court Management Plan that will contemplate the future viability of third-party operators at the Stanley Park tennis courts and other locations across the city. In the meantime, we are looking forward to our partnership with Tennis BC.

Regards,

Malcolm Bromley  
General Manager - Vancouver Board of Parks and Recreation

---

From: Park Board GM's Office  
Sent: Thursday, February 27, 2020 5:46 PM  
To: PB Commissioners  
Cc: PB SLT (Senior Leadership Team) - DL; McDonald, Erica  
Subject: Tennis Management Services in Stanley Park RFP - Board Update \*CONFIDENTIAL\*  
Sensitivity: Confidential

Dear Commissioners,

As follow-up to the Tennis Management Services briefing memo sent on November 26, 2019 (see below), I am writing to advise that through the procurement process, Tennis BC has been identified as the successful proponent.

In recognition of the positive feedback received about the previous operators who provided tennis management services in Stanley Park for the past 20 years, Tennis BC has indicated that they would explore options to keep these operators involved to ensure a smooth transition for past clients. Staff are continuing to respond to user concerns around securing court access for their programs and tournaments for the 2020 season, and Tennis BC has been in dialogue with these users as well to provide assurances around continued access.

Please note that this information remains confidential until an agreement has been finalized and all proponents are informed. It is expected that this announcement can be made soon as the new contract does not involve any changes in park use and so will not need to go to the Board for approval before awarding. We are looking forward to this partnership with Tennis BC over the next few seasons while staff work on developing a citywide Sport Court Management Plan.

Regards,

Malcolm Bromley  
General Manager - Vancouver Board of Parks and Recreation

---

From: Park Board GM's Office  
Sent: Tuesday, November 26, 2019 10:51 AM  
To: PB Commissioners  
Cc: PB SLT (Senior Leadership Team) - DL; PB Communications  
Subject: Tennis Management Services in Stanley Park RFP - Board Briefing Memo

Dear Commissioners,

The purpose of this memo is to notify you of the intent to issue a Request For Proposals (RFP) for the seasonal management of six of the seventeen public tennis courts in Stanley Park over the next three years (2020-2022). Through this service contract, the public is offered lessons, reserved courts, and organized play from April to September at the six tennis courts located adjacent to the Stanley Park Restaurant and Brewery. These are currently the only public courts in Vancouver that can be booked in advance (for a fee), with no membership or specific program registration required.

The last procurement process occurred in 2008, and the only bid received came from the same operators who had been jointly providing tennis management services in Stanley Park since 1999. In December 2008, the Board approved awarding these operators a new contract for the 2009 season, with an option to extend for an additional four seasons. Since then, this service arrangement has been extended multiple times.

One of the actions identified in the VanPlay Playbook is the development of a Sport Court Management Plan to manage use, access, and demand. This initiative will include reviewing the current model of contracting with third party operators for the provision of pay tennis services. In the meantime, while this review is undertaken and a plan is developed, a new agreement is required to ensure continuity of service for the next few seasons.

To support an open, transparent, and competitive procurement process, an RFP will be issued for the 2020-2022 tennis seasons. In addition to requiring that the successful proponent provide lessons, organize tournaments, and permit the courts, the new RFP will clarify current expectations around risk management, equity, inclusion, access, accommodation of special events, and other considerations to ensure alignment with Park Board and City of Vancouver policies and priorities. In recognition of the operator's need to prepare for the next season, staff are working to expedite this procurement process.

Regards,

Malcolm Bromley  
General Manager - Vancouver Board of Parks and Recreation

From: "Chin, Daisy" <daisy.chin@vancouver.ca>  
To: "McDonald, Erica" <erica.mcdonald@vancouver.ca>  
Date: 5/8/2020 8:50:40 AM  
Subject: Fwd: [EXT] Stanley Park tennis concession

---

Morning Erica,

Can you please begin drafting a Commissioner briefing on the Stanley Park Tennis situation as soon as possible.

Thanks  
Daisy

Sent from my iPhone

Begin forwarded message:

From: "Chan, Cheryl" <Cheryl.Chan@vancouver.ca>  
Date: May 8, 2020 at 8:37:50 AM PDT  
To: "Chin, Daisy" <daisy.chin@vancouver.ca>, "Ulmer, Christine" <Christine.Ulmer@vancouver.ca>  
Cc: "Bromley, Malcolm" <Malcolm.Bromley@vancouver.ca>, "Wilton, Shauna" <shauna.wilton@vancouver.ca>  
Subject: Fwd: [EXT] Stanley Park tennis concession

\u-257 ? Hi Daisy/Christine,

Further to the previous feedback shared re: the SP Tennis procurement/announcement process, please note Comr. Dumont is now requesting some clarity on the issues being raised. I've let him know staff are working on an update.

FYI, in addition to the example below which is primarily just questioning the provider change, Comrs have received emails with concerns about the Tennis BC contract, their stated mission to take over more courts, and its alignment with PB principles.

BTW - 1200 signatures on the Change.org petition. <https://www.change.org/p/vancouver-parks-board-stop-the-take-over-of-stanley-park-tennis-courts>

Thanks,  
c.

~~~~~

Cheryl Chan | she, her, hers  
Manager, Executive Office & Board Relations  
Office of the General Manager  
Vancouver Park Board

2099 Beach Avenue  
Vancouver, BC V6G 1Z4  
t: 604.257.8451 m: 604.313.0629  
e: [Cheryl.Chan@vancouver.ca](mailto:Cheryl.Chan@vancouver.ca)

I respectfully acknowledge that I live, work and play in the traditional territories of the x m kw y m (Musqueam), skwxwú7mesh (Squamish), and selilwitulh (Tsleil-Waututh) Coast Salish peoples.

Begin forwarded message:

From: "Chan, Cheryl" <Cheryl.Chan@vancouver.ca>  
Date: May 8, 2020 at 8:27:03 AM PDT  
To: "Dumont, Camil" <Camil.Dumont@vancouver.ca>  
Cc: Park Board GM's Office <pbgmo@vancouver.ca>  
Subject: Re: [EXT] Stanley Park tennis concession

\u-257 ? Hello Comr. Dumont,

Staff are working on an update.

Thanks,  
c.

~~~~~  
Cheryl Chan | she, her, hers  
Manager, Executive Office & Board Relations  
Office of the General Manager  
Vancouver Park Board

2099 Beach Avenue  
Vancouver, BC V6G 1Z4  
t: 604.257.8451 m: 604.313.0629  
e: Cheryl.Chan@vancouver.ca

I respectfully acknowledge that I live, work and play in the traditional territories of the x m kw y m (Musqueam), skwxwú7mesh (Squamish), and selilwitulh (Tsleil-Waututh) Coast Salish peoples.

On May 8, 2020, at 8:26 AM, Dumont, Camil <Camil.Dumont@vancouver.ca> wrote:

\u-257 ? Hi all -

This Stanley Park tennis situation has a few Commissioners asking me for clarity. I haven't a clear and comprehensive grasp on the issues and thus I email to request an overview from staff as to what exactly is going on here re Stanley Park tennis contracts, Tennis BC and any other relevant info. There are mixed messages and a few different issues at hand. A breakdown from PB perspective would be very helpful. Please send to all Commissioners when it's available, thank you very much.

Camil

Sent from my iPhone

Begin forwarded message:

From: s.22(1)

Date: May 7, 2020 at 6:02:15 PM PDT

To: PB Commissioners <PBCommissioners@vancouver.ca>

Subject: [EXT] Stanley Park tennis concession

\u-257 ? **City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

Dear VPB Commissioners:

It is important that the rumoured takeover of the Stanley Park tennis concession by Tennis BC be stopped without delay.

The concession has been operated very successfully for over 20 years by the same couple who have the overwhelming support of the Stanley Park tennis community.

What is behind this manoeuvring by Tennis BC? What are they proposing to offer that is not already available?

A lot of people are quite steamed up about this. They are not happy to see a provincial organisation pushing its way into Stanley Park tennis. It makes no sense whatsoever.

I suggest you poll the Stanley Park tennis playing community. You will discover that the community does not want this rumoured takeover. It's time the Park Board listened to the local players.

Thank you and please stay safe!

s.22(1)



From: "McDonald, Erica" <erica.mcdonald@vancouver.ca>

To: "Chin, Daisy" <daisy.chin@vancouver.ca>

CC: "Chan, Cheryl" <cheryl.chan@vancouver.ca>

Date: 2/24/2020 9:27:01 AM

Subject: Update on the Stanley Park Tennis Management Services RFP

Attachments: PB - GMO - Tennis Mgmt Services in Stanley Park RFP - Board Briefing Mem....pdf

Daisy and Cheryl DRAFT EMAIL for your review and edit

s.13(1)

Erica McDonald | Manager Recreation Services

t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



**From:** Chan, Cheryl

**Sent:** Tuesday, February 11, 2020 1:09 PM

**To:** Chin, Daisy; McDonald, Erica

**Subject:** FW: [EXTERNAL] Stanley Park Tennis

Hi Daisy & Erica,

It appears we did not manage to get ahead of this as we had hoped. Please let me know how the memo and related discussions are going. We should ensure we address the items raised in the below email. Also, is there a plan to bring the contract award to the Board for approval before awarding (which would mean Feb 24) – the memo (attached) is unclear, but it does reference that the Board approved in 2008.

Thanks,

C.

~~~~~

**Cheryl Chan**

Office of the General Manager

Vancouver Park Board

t: 604.257.8451 m: 604.313.0629

e: [Cheryl.Chan@vancouver.ca](mailto:Cheryl.Chan@vancouver.ca)

**From:** Chan, Cheryl

**Sent:** Tuesday, February 11, 2020 12:41 PM

**To:** Park Board GM's Office

**Subject:** RE: [EXTERNAL] Stanley Park Tennis

Hi Ellen,

Yes, I will. Appreciate you flagging it. We have a memo in the works.

Thanks,

C.

~~~~~

**Cheryl Chan**

Office of the General Manager

Vancouver Park Board

t: 604.257.8451 m: 604.313.0629

e: [Cheryl.Chan@vancouver.ca](mailto:Cheryl.Chan@vancouver.ca)

---

**From:** Coupar, John

**Sent:** Tuesday, February 11, 2020 9:51 AM

**To:** Bromley, Malcolm

**Cc:** Park Board GM's Office; Kuzyk, Jillian

**Subject:** Fwd: [EXTERNAL] Stanley Park Tennis

Hi Malcolm

Could you please advise an appropriate response as I understand this is a procurement issue which will come to the Board at some time for approval.

John C. Coupar

Commissioner

Vancouver Board of Parks and Recreation

604.761.0795

Begin forwarded message:

**From:** "Kuzyk, Jillian"

**Date:** February 11, 2020 at 9:20:07 AM PST

**To:** "Coupar, John"

**Cc:** "Birtch, Kelsey"

**Subject:** RE: [EXTERNAL] Stanley Park Tennis

Hi John,

I will leave this matter with you, as it falls under the Park Board's jurisdiction.

I've also copied Kelsey Birtch, Daisy Chin's EA, on this note, so that Daisy is aware of the thread below.

Best,

Jillian

**Jillian Kuzyk** | Assistant to Councillors

453 W. 12<sup>th</sup> Avenue | City of Vancouver

E: [jillian.kuzyk@vancouver.ca](mailto:jillian.kuzyk@vancouver.ca)

P: 604.871.6711

**Sent:** Monday, February 10, 2020 11:55 PM  
**To:** Hardwick, Colleen  
**Cc:** Coupar, John; Kuzyk, Jillian  
**Subject:** Re: [EXTERNAL] Stanley Park Tennis

Thanks, Colleen.

John, Jillian, please let me know if there's anything else I can do to help you and your colleagues investigate the issues.

Best,

s.22(1)

s.22(1)

Vancouver, BC

On Feb 10, 2020, at 4:59 PM, Hardwick, Colleen wrote:

Thanks s.22(1)

I am copying my Park Board colleague, John Coupar and my assistant, Jillian, for follow up.

Kind regards,  
Colleen

Sent from my iPhone

On Feb 10, 2020, at 4:46 PM, s.22(1) wrote:

**City of Vancouver Cybersecurity WARNING:** This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Hi Colleen,

I appreciate our conversation the other day, and your willingness to follow up on my concerns about the tennis program at Stanley Park. I hope this results in a decision by the city that ultimately benefits the extensive tennis community at Stanley Park — and the broader tennis community throughout the city.

To elaborate on what we discussed, I have two primary concerns:

1 - The possibility that Tennis BC, if it is awarded the contract to manage the pay courts at Stanley Park, plans to use this as a trial run to convert most if not all the Vancouver public tennis courts from free to paid courts.

2 - The unsettled question of the types of programs Tennis BC plans to run. Based on the organization's track record, I question whether they will align with (a) the mission of the Park Board, (b) the desires of the Vancouver recreational tennis community and (c) the expectations of the several hundred recreational and (somewhat) competitive players who utilize the Stanley Park courts.

I've attached a copy of the RFP. In addition, here's Tennis BC's announcement of its plans to operate a facility in Richmond that I imagine is a pretty accurate model for its plans to operate more widely:

<http://www.tennisbc.org/tennis-british-columbia-to-open-facility-in-richmond-this-march/>

In the interests of full transparency, I should note that I am a member of the Stanley Park Tennis Club, which leases five courts from the Park Board on a seasonal basis (I served on the executive committee for two years), an occasional participant in Vancouver Tennis Association (VTA) organized play, and have participated in many of the activities and programs (organized play, tournaments, drills) run by the incumbent tennis concession operators at Stanley Park. When I say that those activities are extremely popular I'm confident that I represent the opinions of most and perhaps virtually all of the players who have participated over the years.

While I would be happy to see the incumbents continue to run the concession, I would understand if the city wanted new blood. But any winner should represent the interests of the tennis community and not an effort at empire building. I believe the city tried to institute a pay system at multiple locations in the 90s, and I understand that that effort failed in the face of massive community opposition. I'm pretty sure that there would be similar outcry should the city try a reprise.

I would be happy to discuss my concerns in greater detail with you or anyone else you designate. This email is just to get my concerns (and that of others I know) on the record.

Best,

s.22(1)

A large grey rectangular box redacting the signature of the sender.



VANCOUVER  
BOARD OF  
PARKS AND  
RECREATION

November 26, 2019

MEMO TO : Park Board Commissioners

FROM : Malcolm Bromley  
General Manager, Vancouver Board of Parks and Recreation

SUBJECT : **Tennis Management Services in Stanley Park - RFP**

---

Dear Commissioners,

The purpose of this memo is to notify you of the intent to issue a Request For Proposals (RFP) for the seasonal management of six of the seventeen public tennis courts in Stanley Park over the next three years (2020-2022). Through this service contract, the public is offered lessons, reserved courts, and organized play from April to September at the six tennis courts located adjacent to the Stanley Park Restaurant and Brewery. These are currently the only public courts in Vancouver that can be booked in advance (for a fee), with no membership or specific program registration required.

The last procurement process occurred in 2008, and the only bid received came from the same operators who had been jointly providing tennis management services in Stanley Park since 1999. In December 2008, the Board approved awarding these operators a new contract for the 2009 season, with an option to extend for an additional four seasons. Since then, this service arrangement has been extended multiple times.

One of the actions identified in the VanPlay Playbook is the development of a Sport Court Management Plan to manage use, access, and demand. This initiative will include reviewing the current model of contracting with third party operators for the provision of pay tennis services. In the meantime, while this review is undertaken and a plan is developed, a new agreement is required to ensure continuity of service for the next few seasons.

To support an open, transparent, and competitive procurement process, an RFP will be issued for the 2020-2022 tennis seasons. In addition to requiring that the successful proponent provide lessons, organize tournaments, and permit the courts, the new RFP will clarify current expectations around risk management, equity, inclusion, access, accommodation of special events, and other considerations to ensure alignment with Park Board and City of Vancouver policies and priorities. In recognition of the operator's need to prepare for the next season, staff are working to expedite this procurement process.

Regards,

A handwritten signature in black ink, appearing to read "Malcolm Bromley".

Malcolm Bromley  
General Manager - Vancouver Board of Parks and Recreation

/em/clc

Copy to: PB Senior Leadership Team, PB Communications

**From:** "Chin, Daisy" <daisy.chin@vancouver.ca>  
**To:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
"Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Date:** 2/24/2020 11:52:56 AM  
**Subject:** RE: Tennis Services - RFP & Board Memo

---

Hi Erica,

Could you please follow up with Susan Jing Su as soon as possible. We need to have a sense of timing as it would be preferable to send a Board update memo announcing the new proponents and the measures that will be taken to minimize the impacts/transition for the upcoming season

Thanks,  
Daisy

---

**From:** McDonald, Erica  
**Sent:** Monday, February 24, 2020 9:26 AM  
**To:** Chin, Daisy; Marousek, Michael  
**Subject:** RE: Tennis Services - RFP & Board Memo

Hi Daisy,

We continue to advance through the legal, insurance and financial reviews of the draft legal agreement. I was not able to address the process with Jessica's supervisor prior to leaving for the conference - Michael reminded Jessica about the urgency and impact on programming re timing last week.

It is difficult to predict when all the pieces will be finalized...most of the steps are beyond our control to expedite although we attempt to instill a sense of urgency at each step.

I apologize that I did not send the draft email message for your review before I left for conference. When I left the idea was to send an email update to be attached to the Board memo from [date]. Cheryl was to review and I would guess that she will discuss strategy with you as well (aka maybe it becomes another Board memo).

The next email is send you will be the draft email.

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



---

**From:** Chin, Daisy  
**Sent:** Friday, February 21, 2020 2:42 PM  
**To:** McDonald, Erica; Marousek, Michael  
**Subject:** Tennis Services - RFP & Board Memo

Hi Erica/Michael,  
Can you please update me on the status of the RFP and the Board briefing memo?

Thanks,  
Daisy



**Daisy Chin | Director of Recreation**  
*My pronoun is: she, her, hers*  
Vancouver Park Board | 2099 Beach Avenue  
t. 604.257.8690 | c. 604.351.0019

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and*

*Tsleil-Waututh Nations*

From: s.22(1)  
To: "Cc: PB Commissioners" <PBcommissioners@vancouver.ca>  
CC: "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
Michael.Marousek@vancouver.ca  
Date: 5/19/2020 9:52:06 AM  
Subject: [EXT] Re: Tennis in Stanley Park

---

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

\u-257 ?

Hello Parks Board Commissioners,

I have not received a response my email dated May 1, 2020. I concur with the sentiments of s.22(1) who has recently written, when he says,

"I am one of the over 1, 200 citizens who voiced concerns about the future of tennis in Stanley Park by signing this petition but I am left wondering if you have heard my concerns. May we please have an official response from you as our elected officials? Up til now, staff have delayed, deflected or simply ignored inquiries on this matter."

Similarly, I have written you 3 separate times and had the same type of deflection, or no answer at all.

I understand that TennisBC are the successful applicants for the Stanley Park Courts, and am disappointed, confused and angry.

My question today is what does the Parks Board do with the preference and voices of 1,200 tennis playing citizens? Why was there no opportunity for public input? How is such a strong community voice factored in to your decisions?

What you have now is an organization that I guess did a better job of meeting the RFP requirements, but that 1,200 formerly satisfied paying tennis players are very unhappy about. How did that large amount of support get factored in, if at all?

My guess is that the all powerful dollar is at the bottom of this very strange and unfortunate decision. Perhaps TennisBC's RFP was bigger and better: bringing in more money for the Parks Board? However that has nothing to do with supporting public tennis. It was already vibrant and flourishing through Gayle and Gord's operation.

There is something that doesn't make sense in this whole process and leads me to wonder if the RFP was perhaps geared in favour of \$\$ over the existing tennis community.

I agree with Ken's request to "put public tennis on your next board agenda so that the Parks Board can present your plans for the future and hear from your constituents in the tennis community about what they want"

The courtesy of an answer to these questions would be greatly appreciated.

Thank you,

Best,

s.22(1)

On Fri, May 1, 2020 at 3:16 PM s.22(1) > wrote:  
Hello all,

I have written to all of you before in support of Gayle Dobson and

Gordon Chen and their RFP for Tennis in Stanley Park this summer. I fully understand that COVID 19 may have slowed down the process however, as of today, Gayle and Gord have been told there has been no decision made. Why then is Tennis BC advertising that they will be in Stanley Park this summer?.

<https://clubspark.ca/TBCHub> [clubspark.ca].

If the decision has been made, I am appalled that you didn't show show Gayle and Gord the courtesy and respect of letting them know before Tennis BC started advertising their programs. I find that very inappropriate and disrespectful. If the decision has not been made and you are unaware that Tennis BC is already advertising, I bring this to your attention. This may be in keeping with some of their bad practices that I am aware of. .

FYI, Tennis BC does not have a great reputation amongst many of the players in Stanley Park because of the disrespectful way their staff have treated many of the players and spectators during the Stanley Park Opens. Additionally, the way I've seen them run that tournament, is one of the reasons, I (and many others) choose not to participate in the Stanley Park Open.

In anycase, I hope you can shed some light on why they are advertising when Gayle and Gord keep being told no decision has been made.

Thanks for your time,

Best,

s.22(1)

--  
s.22(1)

**From:** "Park Board GM's Office" <pbgmo@vancouver.ca>  
**To:** "McDonald, Erica" <erica.mcdonald@vancouver.ca>  
**CC:** "Chin, Daisy" <daisy.chin@vancouver.ca>  
**Date:** 6/3/2020 3:11:50 PM  
**Subject:** FW: [EXT] Stanley Park Tennis Courts

---

**From:** Park Board GM's Office  
**Sent:** Wednesday, June 3, 2020 3:11 PM  
**To:** Cynthia Flood  
**Cc:** PB Commissioners  
**Subject:** RE: [EXT] Stanley Park Tennis Courts

Hello Cynthia,

Thank you for contacting the Vancouver Park Board regarding Stanley Park Tennis Courts.

We welcome and appreciate your feedback and comments. We will be sharing your email with staff/team concerned for their appropriate review.

Thank you for your interest.

Kind regards,

Ellen S.  
Executive Assistant  
Office of the General Manager  
Vancouver Park Board  
2099 Beach Avenue, Vancouver

**From:** Cynthia Flood s.22(1)  
**Sent:** Sunday, May 31, 2020 6:43 PM  
**To:** PB Commissioners; Park Board GM's Office  
**Subject:** [EXT] Stanley Park Tennis Courts

Dear Commissioners:

I'm writing on behalf of Denman and West Neighbours (DAWN). This is a community association, founded in 2018, to promote the livability of our neighbourhood. We are concerned about the new contract for management of the Stanley Park Tennis Courts.

On Dec 6, 2019, the City of Vancouver Issued RFP No. PS20191554 for the provision of tennis court management services at one or more locations in Vancouver, including Stanley Park tennis courts. The Scope of Work is for the management of the pay courts, numbers 1-6 near the Beach Avenue entrance to Stanley Park, for a 3-year term, with two possible one-year extensions, for a total of 5 years. There is also an option, under the Scope of Work, heading D) for the proponent to provide similar services at other tennis courts.

<https://bids.vancouver.ca/bidopp/RFP/documents/PS20191554-RFP-ProvisionofServicesforStanleyParkTennisCourtManagement.PDF>

We understand that the successful proponent is Tennis BC. There has been a considerable outcry

from the Stanley Park tennis community that a large organization has taken over the management of the tennis courts. They fear that the general public and casual players will lose access to the free, first-come first serve courts. Either the free courts will disappear altogether and become pay courts, or Tennis BC will grant more permits for lessons and other programs, leaving less court time for casual players.

Further, the Lost Lagoon tennis courts, which used to be in bad shape, got funding a few years ago from the estate of Frank Moore, who loved to play there. There is a plaque on a stone at the top of the stairs leading to the courts, dated July 2006, acknowledging and thanking Mr. Moore for generously funding the redevelopment of Stanley Park's Lost Lagoon Tennis Courts. . . for the ongoing enjoyment of all users. There may still be funding from that donation for maintenance of those courts. As well, the Park Board should check the terms of the donation with respect to future dealings with those courts.

DAWN shares these concerns. Many people who live in the West End play on the Stanley Park tennis courts in both locations. We understand that this RFP has already been awarded. However, there should be ample scope for the Park Board in administering the contract to ensure that the current number of free first-come first-serve courts are maintained and that the general public and casual players' court time is not reduced in any way.

Further, we are concerned about public amenities being taken over by private interests, be they business or non-profit, and the risk that that will reduce access to people of all income levels and abilities.

Thank you for your consideration of our points, and I look forward to hearing from you. DAWN would be happy to meet and discuss the matter with you.

Yours truly,  
Cynthia Flood

**From:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
**To:** "Tartaglio, Paul" <Paul.Tartaglio@vancouver.ca>  
**Date:** 4/22/2021 12:44:41 PM  
**Subject:** FW: Tennis BC contract in Stanley Park

---

3

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



---

**From:** Sangalang, Ellen  
**Sent:** Monday, May 11, 2020 6:09 PM  
**To:** McDonald, Erica <Erica.McDonald@vancouver.ca>  
**Cc:** Chin, Daisy <daisy.chin@vancouver.ca>  
**Subject:** FW: Tennis BC contract in Stanley Park

Please see email below from s.22(1). Standard holding message has been sent from GM's office.  
Thanks.

Ellen

---

**From:** Park Board GM's Office  
**Sent:** Monday, May 11, 2020 6:09 PM  
**To:** s.22(1)  
**Cc:** PB Commissioners  
**Subject:** RE: Tennis BC contract in Stanley Park

Dear Joss,

Thank you for contacting the Vancouver Park Board regarding above subject.

We welcome and appreciate your feedback and comments. We will be sharing your concerns with staff/team for review and consideration.

Kind regards,

Ellen S.  
Executive Assistant  
Office of the General Manager  
Vancouver Park Board  
2099 Beach Avenue, Vancouver

---

**From:** s.22(1)  
**Sent:** Monday, May 11, 2020 5:35 PM  
**To:** PB Commissioners  
**Subject:** [EXT] Tennis BC contract in Stanley Park

Dear Commissioners

It's just been brought to our attention that Tennis BC has been awarded the contract in Stanley park. This notice comes out barely before your meeting therefore not allowing us to have any input, nor public discussion despite having a petition signed by more than 1000 tennis players that are utilizing Stanley park. This is shameful and embarrassing for a board that Prides itself on transparency.

Needless to say if this goes ahead we will involve the mainstream media and in this very difficult COVID time it will not only come across as very opportunistic on Tennis BC's part but poor management from the PB.

Kind regards

s.22(1)

From: "PB Recreation Administration" <PBRecAdmin@vancouver.ca>  
To: "McDonald, Erica" <erica.mcdonald@vancouver.ca>  
Date: 5/19/2020 9:11:56 AM  
Subject: FW: [EXT] REQUEST FOR PROPOSALS NO. PS20191554

---

From: s.22(1)  
Sent: Saturday, May 16, 2020 6:23 PM  
To: PB Recreation Administration  
Subject: [EXT] REQUEST FOR PROPOSALS NO. PS20191554

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

Dear Parks Board Administration,

I am writing to you in respect of a concern that has arisen in the community about how the above referenced RFP was created. Since February, I have been asking questions of Parks Board and City staff but they have declined to answer my questions and only yesterday they referred me to you for response.

The community concern is that this RFP was framed with only one possible successful applicant in mind and this raises legitimate questions as to whether any terms were included, in whole or in part, to bias or "wire" the foundation of the procurement process in favour of that applicant.

Here is the RFP term at issue:

1. BACKGROUND The Vancouver Board of Parks and Recreation (Park Board) is seeking proposals from proponents with experience in tennis operations for the management of Stanley Park Tennis Courts, Numbers 1-6. The Park Board is seeking to partner with an organization with sound business practices, whose values and operations are aligned with the Park Board Mission, Vision and Strategic Objectives. ***The Park Board prefers to work with a non-profit or not-for-profit organization*** but will consider applications from all types of organizations.

In the interests of open government and accountability in the management of public resources, I am asking you respond to the following inquiries:

Would you please direct me to any other Parks Board or City RFPs which state such a preference for not for profit applicants?

If you are not aware of any other such examples, please indicate this.

**In respect of this particular RFP for a services contract, would you please provide the rationale for including this term?**

Also, please specify which official added this term to the RFP and when they did so.

Which public official or committee made the decision to award this contract?

What was the date of that decision?

Up til now, Parks Board and City staff have refused to answer the central question above. Unfortunately, I have no idea why that is but I hope you can see why this stonewalling does not inspire public confidence, particularly in the face of concerns about the propriety of your process. I should note that I started sharing these concerns with the Parks Board back in March, which is two months before the not for profit applicant, Tennis BC, announced that they were awarded the contract.

Sincerely,

s.22(1)

**From:** "Vancouver Park Board" <PB.Comments@vancouver.ca>  
**To:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
**Date:** 5/12/2020 9:30:58 AM  
**Subject:** FW: Tell us Online Webform-101013922281

---

Hi Erica,

Forwarding a few Tennis court related enquires for your response.

Thank you,

**Kelsey Birtch | Executive Assistant**

Vancouver Board of Parks and Recreation  
2099 Beach Avenue, Vancouver, BC V6G 1Z4  
t. 604.257.8494 | [kelsey.birtch@vancouver.ca](mailto:kelsey.birtch@vancouver.ca)

---

**From:** 311 Operations (Internal Use)  
**Sent:** Sunday, April 12, 2020 8:37 AM  
**To:** Vancouver Park Board  
**Subject:** Tell us Online Webform-101013922281

Hello,  
3-1-1 has received the following feedback case via the online web form. If you have any questions please let us know. Thank you.

Regards,  
Cassy  
3-1-1 Contact Centre  
City of Vancouver

---

## Tell us Online Webform

Case number: 101013922281

Case created: 2020-04-11, 10:36:00 PM

Channel: WEB

### Incident Location

Address: 311 UNADDRESSED LOCATION, VANCOUVER, VAN 311  
Address2:  
Location name:  
Original Address: 311 UNADDRESSED LOCATION

### Request Details

1. **Feedback or Comment:\***  
I don't understand a few decisions you have made  
Closing tennis courts as tennis is a sport that people are not near each other and the second one of not allowing rollerbladers on the seawall.  
I would like specific reasons for both of these decisions but especially tennis courts.
2. **Address:**
3. **Name:**
4. **Phone:**
5. **Email:\***  
s.22(1)
99. **Attachments**  
0

---

### Additional Details

### Contact Details

Name: s.22

Address: ,

Address2:

Phone:

Alt. Phone:

Email: s.22(1)

Preferred contact method: Either

### Case Notes

### Photo

- no picture -

From: "Vancouver Park Board" <PB.Comments@vancouver.ca>  
To: "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
Date: 5/12/2020 9:36:06 AM  
Subject: FW: Tell us Online Webform-101013989085

Tennis Courts enquiry.

Thank you,

Kelsey

---

**From:** 311 Operations (Internal Use)  
**Sent:** Friday, May 8, 2020 8:53 PM  
**To:** Vancouver Park Board  
**Subject:** Tell us Online Webform-101013989085

Hello,

This came in through the "Tell Us Online" webform.

Thank you

Jackson  
3-1-1 Contact Center

## Tell us Online Webform

Case number: 101013989085

Case created: 2020-05-08, 06:37:00 PM

Channel: WEB

### Incident Location

Address: 311 UNADDRESSED LOCATION, VANCOUVER, VAN 311  
Address2:  
Location name:  
Original Address: s.22(1)

### Request Details

1. **Feedback or Comment:\***

To Parks Board for May 11 meeting:

It is hard to know what is really happening BUT if there is any truth to the fears about a change in tennis court management in Vancouver, then I am concerned that I, as President of a community tennis club, have not been contacted for input; nor have other active tennis players in the city. I fear there is a possible big change looming, and if so then there is a serious lack of transparency. My comments are linked to the rumour about Stanley Park court management changes, and also reflect my concerns about the Tennis BC strategic plan which describes a plan to 'take over' management of a large number of courts. The Co-op Radio interviews of May 7th were especially concerning. Transparency please, and especially please involve the existing clubs

2. **Address:**

s.22(1)

3. **Name:**

s.22(1)

4. **Phone:**

s.22(1)

5. **Email:\***

s.22(1)

99. **Attachments**

**Additional Details****Contact Details**

Name: s.22(1)  
Address: s.22(1)  
Address2:  
Phone: s.22(1) Email: s.22(1)  
Alt. Phone: Preferred contact method: ☒ Either

**Case Notes****Photo**

- no picture -

0

**From:** "McDonald, Erica" <erica.mcdonald@vancouver.ca>  
**To:** "Chan, Cheryl" <cheryl.chan@vancouver.ca>  
**Date:** 5/12/2020 10:21:05 AM  
**Subject:** FW: [EXT] Re: [EXT] Re: [EXT] Re: Stanley Park Tennis Courts RFP Process

---

Hi Cheryl,

Daisy has asked that I connect with you to formulate a response plan.  
Can we set up a time to meet and discuss at your earliest convenience please?

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



---

**From:** Chin, Daisy  
**Sent:** Tuesday, May 12, 2020 9:30 AM  
**To:** McDonald, Erica  
**Subject:** RE: [EXT] Re: [EXT] Re: [EXT] Re: Stanley Park Tennis Courts RFP Process

Could you please connect with Cheryl on this? Given that we have an FOI request and we also need to manage issues with the Board, it would be helpful to seek her advice.

Thanks,  
Daisy

---

**From:** McDonald, Erica  
**Sent:** Tuesday, May 12, 2020 9:21 AM  
**To:** Chin, Daisy  
**Subject:** RE: [EXT] Re: [EXT] Re: [EXT] Re: Stanley Park Tennis Courts RFP Process

Bruce suggested the following after reviewing these same questions:

s.13(1)



Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



---

**From:** Chin, Daisy  
**Sent:** Tuesday, May 12, 2020 9:13 AM  
**To:** McDonald, Erica  
**Subject:** RE: [EXT] Re: [EXT] Re: [EXT] Re: Stanley Park Tennis Courts RFP Process

Morning Erica,  
I would suggest that you/Jessica ask Bruce (if you haven't already) to assist you with drafting a response back to s.2  
2(1)

---

**From:** McDonald, Erica  
**Sent:** Tuesday, May 12, 2020 8:58 AM  
**To:** Chin, Daisy  
**Subject:** Fwd: [EXT] Re: [EXT] Re: [EXT] Re: Stanley Park Tennis Courts RFP Process

FYI

Erica McDonald  
Sent from my iPhone

Begin forwarded message:

**From:** s.22(1)  
**Date:** May 11, 2020 at 10:04:45 PM PDT  
**To:** "Li, Jessica" <jessica.li@vancouver.ca>  
**Cc:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
**Subject:** [EXT] Re: [EXT] Re: [EXT] Re: Stanley Park Tennis Courts RFP Process

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

Further to my previous email, would you please respond to the questions I have set out in my email to Erica McDonald of April 20th?

I believe I have found answers to some of my previous questions so I will attempt to clarify my understanding in order to narrow the remaining issues for your response.

Do you agree that the City is bound in its procurement procedures to be open, transparent and fair to all proponents?

Was it not unfair and a demonstration of bias in favour of the successful applicant to include a preference for non-profit or not for profit applicants?

If not, please explain why this term of the RFP is not unfair and biased.  
As set out below, please explain the justification for including this term in the RFP and specify which official added it to the RFP.

Which public official or committee made the decision to award this contract and what is the date of that decision? Are the minutes of this decision publicly available online?

With respect to my question about avenues of recourse, do you agree that this process and the resulting decision is subject to judicial review under the Judicial Review Procedure Act?

Sincerely,

s.22(1)

On Wed, May 6, 2020 at 8:09 s.22(1)

Jessica,

Thank you for quick response. I have already seen the RFP links and I reviewed your Procurement Policy a few months ago when I began making my inquiries of the Parks Board.

Would you please answer my questions set in my email of April 20th below? They remain unanswered. Where possible, I would appreciate if you would ground your responses by indicating where this RFP falls within particular provisions of the Policy, in your interpretation and application of it.

In particular, you can see I'm particularly interested in the RFP's stipulated preference for non-profit or not for profit applicants. In my review of the last few years of city RFP's I only came across one other example of this preference in respect of the Downtown East side market and the basis for this stipulation was made clear in the RFP. Can you point me to any other such examples or confirm that this is a unusual term? In any event, please advise me of the basis for including that preference in this RFP.

I can't seem to find any policy goal of impartiality or means to guard against bias in your RFP processes. Is that not a policy of the City in its management of public resources?

I note that one of the primary policy goals is transparency. How is that effected in terms of public disclosure if you are asserting confidentiality over the RFP file materials?

Thank you again for your prompt response and thank you in advance for your time in responding to my inquiries.

s.22  
(1)

On Wed, May 6, 2020 at 4:51 PM Li, Jessica <jessica.li@vancouver.ca> wrote:

Hi s.22  
(1)

Thank you for your email. I am a Buyer for City of Vancouver overseeing the procurement process for this Request for Proposal [RFP PS20191554] Provision of Services for Stanley Park Tennis Court Management. This opportunity was posted publicly on the City's website, and as the bid submissions are confidential, I am able to provide evaluation feedback to the Proponents only.

For information on the requirements of this RFP, here is a link to the document - In Particular, see Part B [Scope of Work: <https://bids.vancouver.ca/bidopp/RFP/RFP-PS20191554.htm>.

Here is also a link to the City's Procurement Policy: <https://policy.vancouver.ca/ADMIN008.pdf>

If you have further questions regarding the RFP document or our procurement policy, please let me know.

Best regards,

Jessica Li  
Buyer, Supply Chain Management  
City of Vancouver  
604.257.8411  
[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)

---

**From:** s.22(1)

**Sent:** Wednesday, May 6, 2020 3:46 PM

**To:** Li, Jessica

**Subject:** [EXT] Re: [EXT] Re: Stanley Park Tennis Courts RFP Process

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

Hello Jessica,

I look forward to hearing your responses to the questions below.

I have two quick questions to start. Would you please advise me whether you work within the Parks Board or the city procurement office?

Also, Tennis BC has announced they are assuming management of SP courts. Can you please confirm they been awarded the contract?

s.22(1)

Sent from my iPhone

On May 6, 2020, at 8:57 AM, McDonald, Erica <[Erica.McDonald@vancouver.ca](mailto:Erica.McDonald@vancouver.ca)> wrote:

Hello s.22(1)

Thank you for your recent correspondence regarding the Stanley Park Court Management RFP procurement process.

I am forwarding your inquiries to Jessica Li, our procurement specialist who is overseeing this process.

Jessica will review and investigate your questions and provide a response.

Thank you and stay safe!

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*

[\[facebook.com\]](#)

[\[twitter.com\]](#)

**From:** s.22(1)

**Sent:** Friday, May 1, 2020 8:17 AM

**To:** McDonald, Erica; Marousek, Michael

**Cc:** PB Commissioners

**Subject:** [EXT] Re: Stanley Park Tennis Courts RFP Process

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

Ms. McDonald,

You may wish to know that Tennis BC has [posted that one of their Hubs@TBD \[clubspark.ca\]](#) will be located at the Stanley Park tennis courts, which are the subject of the Parks Board's as yet uncompleted RPP process. I say uncompleted because I assume that if the process were completed, all the applicants would have been notified and in the interests of transparency, by now you would have

responded to the first question in my email below dated April 20th. Neither of those things has happened.

I have said this before and it remains my view the Parks Board staff has problem with a perception of bias in the way in which this RFP has been handled right from the beginning. I trust that you can see how the premature announcement by a proponent that has been rumored since last fall to be the successful applicant only worsens the public perception. Since that rumour has now proven true, what do you have to say about the decision to include a rather unusual preference for non profit or not profit applicants in this RFP? To be frank, I am struggling to see how this process can be perceived as anything but a wired RFP, which at this point in time has been framed, assessed and awarded in complete obscurity.

I look forward to the Parks Board's demonstration of transparency and accountability in your management of public resources.

Sincerely,

s.22(1)

On Mon, Apr 20, 2020 at 10:51 s.22(1)

s.22(1) wrote:

Dear Ms. McDonald,

Although the tennis season seems unlikely in the current climate, I understand that a contract has been awarded to Tennis BC, as has been rumored for many months even before the RFP was issued. In the interests of the principles of openness and transparency that you say you aspire to below, can you confirm that the contract has been awarded?

I have been checking the Parks Board and committee minutes and there is no mention of this RFP or contract. Speaking of transparency as you did below:

- are the "current expectations", you refer to below that led you to initiate this RFP process set out in a Parks Board Strategic Plan, Operational Plan or some other documents?
- I am particularly interested in your reference to "other considerations". What were those exactly in this proposal? How did the Parks Board make these governing considerations known to the public?
- precisely which Parks Board or city policies or priorities are you referring to below and where can those be located?
- which of these policies or priorities are the basis for including a preference for non-profit or not for profit applicants in an RFP?
- what was the process for evaluation of these proposals?
- who was the decision maker and what is the source of their authority?
- how are the reasons for decision minuted and where can they be found?
- is the decision to award a contract subject to review or appeal? If so, please direct me to any information on that process

Thank you for your attention to this matter. I appreciate this is not a priority at the moment but I want to assure you that I will be both reasonably patient and quite persistent in seeking answers to my questions.

Sincerely,

On Mon, Mar 9, 2020 at 8:02 PM McDonald, Erica  
<[Erica.McDonald@vancouver.ca](mailto:Erica.McDonald@vancouver.ca)> wrote:

Dear s.22(1)

Thank you for your email regarding the Stanley Park Tennis Court program. We are very pleased to hear how well received the arrangement has been under the current operators and we appreciate that you have taken the time to share your observations and insights.

Since the last public procurement process occurred over ten years ago, it was important that ensure that future operations of the tennis courts be reviewed and that it be done in an open, transparent, and competitive manner. As such, an RFP was issued for the 2020-2022 tennis seasons. In addition to requiring that the successful proponent continue to provide lessons, organize tournaments, and permit the courts, the new RFP clarified current expectations around risk management, equity, inclusion, access, accommodation of special events, and other considerations.

Please be assured that the decision to proceed with an RFP was not a reflection on the suitability of the current operator or programming but it is focused on eliciting proposals and operators for future programming that best align with Park Board and City of Vancouver policies and priorities.

We have been diligently advancing the RFP process and are hopeful that it will be concluded shortly, but unfortunately we are unable to confirm the date the contract will be awarded on.

For any further inquiries or comments related to the Stanley Park Tennis Court Program please contact Michael Marousek, Supervisor Sport and Wellness, at 604-257-6963 or [Michael.marousek@vancouver.ca](mailto:Michael.marousek@vancouver.ca).

Sincerely,

Erica McDonald | Manager Recreation Services

*My pronoun is: she/her/hers*

Vancouver Board of Parks and Recreation

Hillcrest Centre

4575 Clancy Loranger Way, V5Y 2M4

t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*

[\[facebook.com\]](#)

[\[twitter.com\]](#)

From: s.22(1)  
To: "Park Board Meetings" <pbmeetings@vancouver.ca>  
CC: "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
"Li, Jessica" <jessica.li@vancouver.ca>  
"PB Commissioners" <PBCommissioners@vancouver.ca>  
"McDonald, Erica" <Erica.McDonald@vancouver.ca>  
Date: 5/12/2020 12:44:38 PM  
Subject: Re: [EXT] Re: Stanley Park Tennis Courts RFP Process

---

Ms. Chan,

I was disappointed to see that this petition and related correspondence from members of the community was not mentioned during the board meeting last night when correspondence was discussed and it was said there was no correspondence of note since the last board meeting. Please explain why correspondence relating to this level of community concern was not deemed worthy of being noted.

Sincerely,

s.22(1)

On Wed, May 6, 2020 at 8:25 PM s.22(1) > wrote:  
Ms. Chan,

Thank you for your email. While its not my petition and I was advised that it was sent to the Commissioners on Monday, I can provide [this public link \[change.org\]](#) to it for your convenience.

It seems to me that TBC's three year plan for transformation of public tennis in Vancouver is in the works and there has been no public consultation in general and absolutely no transparency in the recent RFP process. Given the community reaction to what seems to be happening and the near total lack of communication by the Parks Board on the future of public tennis in the city, I encourage the board to suspend this RFP process in order to meaningfully engage with the community to hear what citizens want, and demonstrate transparency and accountability for its decisions.

Sincerely,

s.22(1)

On Wed, May 6, 2020 at 5:52 PM Park Board Meetings <pbmeetings@vancouver.ca> wrote:  
Hello s.22(1)

I am writing in response to your enquiry about the Park Board [Committee and Regular Board meeting agendas for May 11](#). Please note that the agendas for those meetings were posted on the [Park Board meeting website](#) on Monday, May 4. As tennis is not a topic for discussion at either meeting, there is no opportunity for public speakers at this time. That said, your concerns have been shared with Commissioners and we will also ensure the petition you mentioned is shared once it is received.

With respect to your questions around the RFP process, as Erica has noted below, Jessica Li will investigate and provide a response.

Regards,

Cheryl

~~~~~

Cheryl Chan

Office of the General Manager

Vancouver Park Board

2099 Beach Avenue

Vancouver, BC V6G 1Z4

t: 604.257.8158

[pbmeetings@vancouver.ca](mailto:pbmeetings@vancouver.ca)

---

**From:** s.22(1)

**Sent:** Wednesday, May 06, 2020 4:07 PM

**To:** McDonald, Erica

**Cc:** Marousek, Michael; Li, Jessica; PB Commissioners

**Subject:** Re: [EXT] Re: Stanley Park Tennis Courts RFP Process

Thank you for this reply and I look forward to hearing from Ms. Li in answer to my questions regarding the RFP.

I expect by now you have seen the petition that was organized by another member of the community six days ago, which is currently at over 1150 signatures. Given this level of public concern, will the Board be putting this issue on the May 11th board or committee agenda with the option for public speakers?

Further, I would say there is growing community concern with Tennis BC's planned take over of other city courts. It was pointed out to me yesterday that TBC's strategic plan, Initiative #8 plan: to develop a working relationship with the PB to take over management of 70 public courts by 2023. I note this goal is primarily based on an explicit need for revenue generation.

Is this revenue generation priority not in conflict with your RFP's preference for not for profit applicants?

If the PB is in league with TBC in facilitating their plan, how will this effect fees for the public?

What public consultation have you undertaken to determine what the community wants in the management of public courts?

Sincerely,

s.22(1)

On May 6, 2020, at 8:57 AM, McDonald, Erica <[Erica.McDonald@vancouver.ca](mailto:Erica.McDonald@vancouver.ca)> wrote:

\u-257 ?

Hello s.22(1)

Thank you for your recent correspondence regarding the Stanley Park Court Management RFP procurement process.

I am forwarding your inquiries to Jessica Li, our procurement specialist who is overseeing this process.

Jessica will review and investigate your questions and provide a response.

Thank you and stay safe!

Erica McDonald | Manager Recreation Services

t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*

<image001.jpg>

[facebook.com]

<image002.jpg>

[twitter.com]

**From:** s.22(1)  
**Sent:** Friday, May 1, 2020 8:17 AM  
**To:** McDonald, Erica; Marousek, Michael  
**Cc:** PB Commissioners  
**Subject:** [EXT] Re: Stanley Park Tennis Courts RFP Process

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

Ms. McDonald,

You may wish to know that Tennis BC has [posted that one of their Hubs@TBD \[clubspark.ca\]](#) will be located at the Stanley Park tennis courts, which are the subject of the Parks Board's as yet uncompleted RPP process. I say uncompleted because I assume that if the process were completed, all the applicants would have been notified and in the interests of transparency, by now you would have responded to the first question in my email below dated April 20th. Neither of those things has happened.

I have said this before and it remains my view the Parks Board staff has problem with a perception of bias in the way in which this RFP has been handled right from the beginning. I trust that you can see how the premature announcement by a proponent that has been rumored since last fall to be the successful applicant only worsens the public perception. Since that rumour has now proven true, what do you have to say about the decision to include a rather unusual preference for non profit or not profit applicants in this RFP? To be frank, I am struggling to see how this process can be perceived as anything but a wired RFP, which at this point in time has been framed, assessed and awarded in complete obscurity.

I look forward to the Parks Board's demonstration of transparency and accountability in your management of public resources.

Sincerely,

s.22(1)

On Mon, Apr 20, 2020 at 10:51 AM s.22(1)

s.22(1) wrote:

Dear Ms. McDonald,

Although the tennis season seems unlikely in the current climate, I understand that a contract has been awarded to Tennis BC, as has been rumored for many months even before the RFP was issued. In the interests of the principles of openness and transparency that you say you aspire to below, can you confirm that the contract has been awarded?

I have been checking the Parks Board and committee minutes and there is no mention of this RFP or contract. Speaking of transparency as you did below:

- are the "current expectations", you refer to below that led you to initiate this RFP process set out in a Parks Board Strategic Plan, Operational Plan or some other documents?
- I am particularly interested in your reference to "other considerations". What were those exactly in this proposal? How did the Parks Board make these governing considerations known to the public?
- precisely which Parks Board or city policies or priorities are you referring to below and where can those be located?
- which of these policies or priorities are the basis for including a preference for non-profit or not for profit applicants in an RFP?
- what was the process for evaluation of these proposals?
- who was the decision maker and what is the source of their authority?
- how are the reasons for decision minuted and where can they be found?
- is the decision to award a contract subject to review or appeal? If so, please direct me to any information on that process

Thank you for your attention to this matter. I appreciate this is not a priority at the moment but I want to assure you that I will be both reasonably patient and quite persistent in seeking answers to my questions.

Sincerely,

s.22(1)

On Mon, Mar 9, 2020 at 8:02 PM McDonald, Erica

Dear s.22(1) ,

Thank you for your email regarding the Stanley Park Tennis Court program. We are very pleased to hear how well received the arrangement has been under the current operators and we appreciate that you have taken the time to share your observations and insights.

Since the last public procurement process occurred over ten years ago, it was important that ensure that future operations of the tennis courts be reviewed and that it be done in an open, transparent, and competitive manner. As such, an RFP was issued for the 2020-2022 tennis seasons. In addition to requiring that the successful proponent continue to provide lessons, organize tournaments, and permit the courts, the new RFP clarified current expectations around risk management, equity, inclusion, access, accommodation of special events, and other considerations.

Please be assured that the decision to proceed with an RFP was not a reflection on the suitability of the current operator or programming but it is focused on eliciting proposals and operators for future programming that best align with Park Board and City of Vancouver policies and priorities.

We have been diligently advancing the RFP process and are hopeful that it will be concluded shortly, but unfortunately we are unable to confirm the date the contract will be awarded on.

For any further inquiries or comments related to the Stanley Park Tennis Court Program please contact Michael Marousek, Supervisor Sport and Wellness, at 604-257-6963 or [Michael.marousek@vancouver.ca](mailto:Michael.marousek@vancouver.ca).

Sincerely,

<image003.png>

Erica McDonald | Manager Recreation Services

*My pronoun is: she/her/hers*

Vancouver Board of Parks and Recreation

Hillcrest Centre

4575 Clancy Loranger Way, V5Y 2M4

t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*

<image001.jpg>

[facebook.com]

<image002.jpg>

[twitter.com]

**From:** "Park Board GM's Office" <pbgmo@vancouver.ca>  
**To:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
**CC:** "Chin, Daisy" <daisy.chin@vancouver.ca>  
"Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Date:** 5/8/2020 7:14:49 PM  
**Subject:** FW: [EXT] Tennis in Stanley Park

---

**From:** Mackinnon, Stuart  
**Sent:** Friday, May 8, 2020 5:02 PM  
**To:** s.22(1)  
**Cc:** Park Board GM's Office  
**Subject:** Re: [EXT] Tennis in Stanley Park

Thank you for your email. By way of this reply I am forwarding your message to our General Manager's office for follow up.

Stuart Mackinnon, Commissioner  
Vancouver Board of Parks and Recreation

On May 8, 2020, at 4:50 PM, s.22(1) wrote:

\u-257 ? **City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

To the Park Board Commissioners:

I am writing to you as a concerned member of the Stanley Park tennis community. It is my understanding that the Park Board is poised to turn management of the Stanley Park pay courts (and associated tennis programs) over to Tennis BC. This decision, if you proceed with it, works against the interests and wishes of the Stanley Park tennis community, composed of hundreds of regular users of the pay and open courts there, as well as the interests of the broader Vancouver tennis community, and specifically players at the Kits Beach and Queen Elizabeth Park courts.

Why?

1 - The incumbent operators of pay and organized tennis programs at Stanley Park have the enthusiastic support of the community. We support the incumbents because they have done a great job over decades not only promoting the sport through organized play, social tournaments and drills — but also by building a vibrant community of tennis enthusiasts who have built countless friendships and social circles all around tennis. I believe you are already in receipt of a petition supporting them, signed by more than 1,200 members of the community.

2 - Tennis BC's own master plan suggests it intends to institute pay tennis throughout the city, working up to 70 courts within five years. How does it serve the community — particularly seniors and lower income households, to begin charging fees for public facilities that have been traditionally free? And why is tennis BC picking off the best courts in the city — ones that are exceedingly popular, and with established clubs promoting and organizing tennis for the community?

I was one of the people interviewed yesterday on 100.5 FM about the situation and I listened with interest as Tennis BC CEO Mark Roberts insisted that the organization is focused on increasing participation at "underused" tennis courts around the city.

Underused.

Why then has Tennis BC, with the apparent support of the Park Board, targeted the most popular tennis courts in the city, ones with an already successful program that has tremendous community support? The only possible conclusion is that their publicly stated goal is a smokescreen for a power play at the expense of the community.

I say with the "apparent support of the Park Board" because Tennis BC's own website indicates they are opening at Stanley Park: <https://clubspark.ca/TBCHubStanleyPark> [clubspark.ca]

By the way, I have to wonder about the appropriateness of a bidder in a competitive process indicating its plans in advance of a contract.

There is a two-part solution here that serves everyone's interests — Vancouver tennis players most of all.

1 - Award the Stanley Park contract to the incumbent program operators, Gayle Dobson and Gordon Cheng. They have proven without any doubt that they deserve to continue their successful and popular programs there. More than 1,200 Vancouver tennis players agree.

2 - Develop a contract for Tennis BC to do what Mark Roberts claims they want to do: develop tennis programs for underused courts around the city, presumably serving communities that have not taken up the sport to the degree they might. I can think of some courts that would be appropriate candidates. If Mr. Roberts was being truthful with his public comments, he should embrace this opportunity.

Taking this course of action would be in line with the Park Board's own mission statement, would reflect the wishes of the Stanley Park tennis community, be in the best interests of that community, and would provide Tennis BC with an opportunity to back its claims with appropriate action.

I very much hope you, the commissioners of the Vancouver Park Board see the wisdom in the above solution and put it into action. Should any of you have any questions about my comments here, I would be happy to discuss them with you.

Sincerely,

s.22(1)

Vancouver, BC

s.22(1)

From: "McDonald, Erica" <erica.mcdonald@vancouver.ca>  
To: s.22(1)  
Date: 1/28/2020 5:04:36 PM  
Subject: RE: [EXTERNAL] Re: Your Inquiry Re Stanley Park Tennis Courts

---

Hi s.22(1)

All I can offer is that the only courts we are looking to have managed are the bottom 6 courts at Stanley Park. This is consistent with the practice for the last 25 years. I have not heard of any desire to expand this arrangement to all 17 courts.

There will always be rumours and speculation.

Happy you reached out and I hope I was able to address your questions.

Erica McDonald | Manager, Recreation Services  
Hillcrest Centre  
604.257.6945  
604.379.8611 c

---

From: s.22(1)  
Sent: 28 January 2020 12:19  
To: McDonald, Erica  
Subject: [EXTERNAL] Re: Your Inquiry Re Stanley Park Tennis Courts

**City of Vancouver Cybersecurity WARNING:** This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Hello Erica, s.22(1) here again. It seems Gail (along with Gord who have run the pay tennis at the park for years) came down to the courts a while ago saying she had a conversation with Mark Roberts from Tennis BC about the courts. I wasn't there for this. Saying along the lines of working together to take over the courts. With my email with Mark (about all the courts) he only really talks about the RFP for the courts. Which is of course for the bottom 6 courts. This rumour has been around for a couple of years. My few talks with Mark during the SP Open he has hinted at the desire to have all the courts.  
BTW they are apparently taking over the Steve Nash indoor courts in Richmond?  
Thanks.

On Jan 27, 2020, at 10:37 AM, s.22(1) > wrote:

Hello Ms McDonald s.22(1). So is this a possibility in the future that Tennis BC will take over all (17) courts at Stanley Park?  
Thanks.  
604-817-8022.

On Jan 23, 2020, at 2:55 PM, McDonald, Erica <Erica.McDonald@vancouver.ca> wrote:

Hello s.22(1)

My name is Erica McDonald and as part of my city-wide portfolio in Recreation, I have the privilege of working with many sport groups and associations which use our fields, diamonds and courts. Alex Downie forwarded your email to him on January 10<sup>th</sup> where you stated that there are rumours about Tennis BC taking over courts. I was hoping we could chat about your inquiry. Is there a number I could call you at?  
Alternatively, feel free to call me on my office or cell number listed below in my signature.

Looking forward to talking with you.

Thanks.

<image002.png> Erica McDonald | Manager Recreation Services

*My pronoun is: she/her/hers*

Vancouver Board of Parks and Recreation

Hillcrest Centre

4575 Clancy Loranger Way, V5Y 2M4

t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*

<image003.jpg> <image004.jpg>

-----Original Message-----

From: s.22(1)

Sent: Friday, January 10, 2020 12:57 PM

To: Downie, Alex

Subject: [EXTERNAL] Stanley Park tennis courts/tennis bc

Hello Alex, s.22 here. We locals are hearing rumours of tennis BC taking over our courts. Do you have any info on this?

**From:** "Park Board Field Bookings" <ParkBoard.FieldBookings@vancouver.ca>  
**To:** "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**CC:** "Nicholson, Angela" <angela.nicholson@vancouver.ca>  
"Chiu, Helen" <Helen.Chiu@vancouver.ca>  
**Date:** 1/29/2020 12:17:14 PM  
**Subject:** FW: [EXTERNAL] RE RFP Stanley Park Courts 1-6

---

Hello,

This came into our inbox but think it is better suited for your review.

Thank you,



*Waututh Nations*

**Courtney Tam | Facility Booking Clerk**

*My pronoun is: she/her/hers*

Vancouver Board of Parks and Recreation

Park Board Facility Booking Services, located at Creekside Community Recreation Centre

1 Athletes Way, Vancouver, BC, V5Y 0B1

[pbfields@vancouver.ca](mailto:pbfields@vancouver.ca)

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil*

**From:** s.22(1)  
**Sent:** Wednesday, January 29, 2020 11:09 AM  
**To:** Park Board Field Bookings  
**Subject:** [EXTERNAL] RE RFP Stanley Park Courts 1-6

**City of Vancouver Cybersecurity WARNING:** This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Hello Parks Board,

I'm writing today as I hear there are competing applications for the tennis court management/concession bids for April- September season on the paid tennis courts in Stanley Park 1-6.

As a local tennis recreational player for the past 20 plus years and a regular participant in Stanley Park, I want to express my full support to retain Gayle Dobson and Gordie as the best option.

They have been great ambassadors of tennis and valued instructors for the local community. They have been excellent servants for players, youth and the park tennis community since I arrived in Vancouver.

Having Tennis BC or a third party take over the concession and booking of the courts would unfairly alter the tone and family of the park.

Kindly consider your decision carefully. if you asked the players that actually use the courts you would find immense support to retain Gayle & Gordon.

I understand that Tennis BC is muscling in on local courts and hope to replicate a business model from the states and dominate grassroots tennis. That's fine - just not here!

If you require any further information please contact me

Sincerely



From: "Chiu, Helen" <Helen.Chiu@vancouver.ca>  
To: "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
CC: "Nicholson, Angela" <angela.nicholson@vancouver.ca>  
Date: 1/30/2020 5:43:44 PM  
Subject: FW: Stanley Park Tennis

---

FYI, comments from the community in support of G&G

H

---

**From:** Park Board Field Bookings  
**Sent:** Wednesday, January 29, 2020 11:22 AM  
**To:** s.22(1)  
**Cc:** Nicholson, Angela  
**Subject:** RE: Stanley Park Tennis

Hi s.22(1)

You've reached the permitting office however I suspect you're trying to reach our decision making team. I've cc'd Angela who is our direct Supervisor. She might be able to help direct you to the right place.

Hope this helps,



Jenny Healey | Outdoor Sports Facility Bookings  
*My pronoun is: she | her*  
Vancouver Board of Parks and Recreation  
Park Board Facility Bookings Services, located at Creekside CC  
1 Athletes Way, Vancouver, BC, V5Y 0B1  
w. <https://vancouver.ca/parks-recreation-culture/fields-and-courts.aspx>  
t. 604-257-8489

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



---

**From:** s.22(1)  
**Sent:** Wednesday, January 29, 2020 11:19 AM  
**To:** Park Board Field Bookings  
**Subject:** [EXTERNAL] Stanley Park Tennis

**City of Vancouver Cybersecurity WARNING:** This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

To Whom it may concern,

I am a tennis player who has played with Gayle and Gord for the last 10 years. I have enjoyed their drills, lessons, Team Tennis Sundays and Seniors tennis throughout the week. They are well organized and extremely well attended.

I have sent countless players to these programs and feel Gayle and Gord do an excellent job and have established a very tightly-knit tennis community.

Thier tournaments are enjoyed by countless players in Vancouver and the Lower Mainland and I hope you will continue to use these fine coaches in the future.

Thank you,

s.22(1)

<<

From: s.22(1)  
To: Michael.Marousek@vancouver.ca  
Date: 2/1/2020 7:14:08 PM  
Subject: [EXTERNAL] Tennis in Stanley Park

---

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Hello Michael,

I am a member of VTA and heard that you might be a good person to contact regarding the proposals for Tennis in Stanley Park this summer.

(pardon the different colour fonts, has no meaning except that it changed while I was editing and I couldn't fix it :) ).

>>

>> I want to express my full support and genuine hope that Gayle Dobson and Gordon Cheng be accepted to

>> continue to run the fabulous tennis programs they've developed and run for so many years in Stanley Park. They have created a warm, welcoming atmosphere and a vibrant tennis community in Stanley Park that works very well! There is an old saying "if it ain't broke, don't fix it" . And/or if the Parks Board have concerns, give G&G an opportunity to address them. New people will create a whole new set of problems, of that you can be sure!

>> As a long time user of their programs I have no complaints about Gayle and Gord and their operation! (except the rain which as you know has nothing to do with them).

>> I have participated in their drills, private lessons, tournaments, Team Tennis and rented courts from them for well over 20 years.

>> As well, I belong to the VTA (Vancouver Tennis Association, for LGBTQ and allies). As a club we have rented those 6 courts for our 4 play nights a week and run tournaments using those courts as well. We've fostered a strong working relationship with Gayle and Gord for over 20 years and have always appreciated their flexibility, accessibility and willingness to support tennis for LGBTQ people. They've been fantastic to work with!

> I understand that Tennis BC is one of the bidders hoping to take over Tennis in Sp as well as at other public courts in Vancouver. While I am sure this idea has numerous benefits, I am opposed to the idea of one organization monopolizing public tennis courts . Diverse styles makes the world go around and opportunities for small biz individuals is a great thing! It would be sad to take that opportunity from skilled and passionate tennis coaches/players like Gayle and Gord who've run a great programs for so many years!

> Additionally, the personal and friendly atmosphere that G& G have created could well be eroded and user participation decrease significantly.

>> A big part of the reason I travel from close to Burnaby to SP a few times a week during the summer, and pay significant \$ for parking there, is to partake in the lovely atmosphere that Gord and Gayle have created there. I will probably play closer to home if they aren't there .

>> As previously mentioned, if there are changes that the Parks Board would like to see, why not give G&G a chance to address them rather than disrupting the wonderful tennis atmosphere they've created in Stanley Park. It would be a great loss both for tennis and for all of us who've come to make SP our tennis home in the summer.

>

>> Please confirm receipt of this letter and what if anything else I can do to support G&G continuing Tennis at Stanley Park.

>

>> Thank you for your time and attention.

>

>> Best,

>

>> s.22(  
1)

>

>

>

>

>

>>

>> Sent from my iPhone

From: s.22(1)  
To: "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
Date: 2/4/2020 12:59:16 PM  
Subject: [EXTERNAL] Re: Stanley Park Tennis

---

**City of Vancouver Cybersecurity WARNING:** This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Hi Michael,

Thank you so much for your response. I appreciate you taking the time to read my letter and pass it on to Erica McDonald.

Best,

s.22(1)

---

From: Marousek, Michael <Michael.Marousek@vancouver.ca>  
Sent: February 4, 2020 7:51 PM  
To: s.22(1)  
Cc: McDonald, Erica <Erica.McDonald@vancouver.ca>  
Subject: RE: Stanley Park Tennis

Hi s.22(1)

I would like to thank you for taking the time to express your support for Gord & Gayle at the Stanley Park Tennis Courts and I acknowledge the receipt of your email.

I am also copying the Citywide Recreation Manager, Erica McDonald, on this email to ensure your message is broadcasted to all appropriate channels.

We have received numerous letters of support for Gordon & Gayle and we understand that they have done a great job in developing both the game of tennis and the community surrounding it.

As for the formal RFP process, it is in the evaluation phase. We remain committed to working diligently and as quickly as possible toward a recommendation. The conclusion of the RFP process is anticipated in the very near future but unfortunately I am unable to confirm the date it will be concluded on.

We can ensure you that no matter the outcome of the RFP, the Park Board is committed to providing excellent service that promotes accessibility, inclusion, diversity, and FUN at all its facilities.

I hope you have a great day and don't hesitate to contact me should you have further questions or comments.



Michael Marousek | Sport & Wellness Supervisor

My pronoun is: he/him/his

Vancouver Board of Parks and Recreation

Hillcrest Centre - Recreation Office

4575 Clancy Loranger Way

t. 604.257.6963 | c. 604.404.1327

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



**From:** Park Board Field Bookings  
**Sent:** Wednesday, January 29, 2020 11:22 AM  
**To:** s.22(1)  
**Cc:** Nicholson, Angela  
**Subject:** RE: Stanley Park Tennis

Hi s.22(1)

You've reached the permitting office however I suspect you're trying to reach our decision making team. I've cc'd Angela who is our direct Supervisor. She might be able to help direct you to the right place.

Hope this helps,



Jenny Healey | Outdoor Sports Facility Bookings

*My pronoun is: she | her*

Vancouver Board of Parks and Recreation

Park Board Facility Bookings Services, located at Creekside CC

1 Athletes Way, Vancouver, BC, V5Y 0B1

w. <https://vancouver.ca/parks-recreation-culture/fields-and-courts.aspx>

t. 604-257-8489

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*

---

**From:** s.22(1) ]  
**Sent:** Wednesday, January 29, 2020 11:19 AM  
**To:** Park Board Field Bookings  
**Subject:** [EXTERNAL] Stanley Park Tennis

**City of Vancouver Cybersecurity WARNING:** This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

To Whom it may concern,

I am a tennis player who has played with Gayle and Gord for the last 10 years. I have enjoyed their drills, lessons, Team Tennis Sundays and Seniors tennis throughout the week. They are well organized and extremely well attended.

I have sent countless players to these programs and feel Gayle and Gord do an excellent job and have established a very tightly-knit tennis community.

Thier tournaments are enjoyed by countless players in Vancouver and the Lower Mainland and I hope you will continue to use these fine coaches in the future.

Thank you,

s.22(1)

From: "Nicholson, Angela" <angela.nicholson@vancouver.ca>  
To: "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
Date: 2/5/2020 11:48:57 AM  
Subject: FW: [EXTERNAL] Tennis in Stanley park

---

Morning

Here is another email supporting Gayle and Gord.

Thanks!

-----Original Message-----

From: s.22(1)  
Sent: Wednesday, February 5, 2020 1:34 AM  
To: Park Board Field Bookings; Nicholson, Angela  
Subject: [EXTERNAL] Tennis in Stanley park

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Greetings

It has come to our attention that the City and Parks Board are giving serious consideration to allowing Tennis BC to manage public tennis courts in Vancouver.

In Stanley Park, this would replace the services provided by Gayle and Gord Cheng who have run tennis programs and court bookings, leaving a number of public courts for casual use. We have been participants in these programs for many many years and have had positive experiences throughout. We are very concerned about Tennis BC, an organization from outside the community, operating the courts. We have heard of poor management of the Stanley Park Open as well as administration of membership in their organization.

Why don't you involve the people who use these services when proposing changes? we like it the way it has been for years.

We know of many non residents who come to Vancouver specifically to play tennis in Stanley Park. Any system that adds bureaucracy, cost, and disorganization takes away from the tennis experience for regular people.

Please keep SP tennis simple, straight forward and effective.

s.22(1)

West End resident

From: s.22(1)  
To: "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
Date: 2/6/2020 1:55:42 PM  
Subject: Re: [EXTERNAL] Tennis in Stanley park

---

Thank you for your response Michael.  
Make it a great day!

s.22(1)

> On Feb 7, 2020, at 3:23 AM, Marousek, Michael <Michael.Marousek@vancouver.ca> wrote:  
>  
> •Good Morning s.22(1)  
>  
> I would like to thank you for taking the time to express your support for Gord & Gayle at the Stanley Park Tennis Courts and I acknowledge the receipt of your email.  
> I am also copying the Citywide Recreation Manager, Erica McDonald, on this email to ensure your message is broadcasted to all appropriate channels.  
>  
> We have received numerous letters of support for Gordon & Gayle and we understand that they have done a great job in developing both the game of tennis and the community surrounding it.  
>  
> As for the formal RFP process, it is in the evaluation phase. We remain committed to working diligently and as quickly as possible toward a recommendation. The conclusion of the RFP process is anticipated in the very near future.  
> We can assure you that no matter the outcome of the RFP, the Park Board is committed to providing excellent service that promotes accessibility, inclusion, diversity, and FUN at all its facilities.  
>  
> I hope you have a great day and don't hesitate to contact me should you have further questions or comments.  
>  
> Sincerely,  
>  
> Michael Marousek | Sport & Wellness Supervisor  
> My pronoun is: he/him/his  
> Vancouver Board of Parks and Recreation  
> Hillcrest Centre • Recreation Office  
> 4575 Clancy Loranger Way  
> t. 604.257.6963 | c. 604.404.1327  
>  
> I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations  
>  
> -----Original Message-----  
> From: s.22(1)  
> Sent: Wednesday, February 5, 2020 1:34 AM  
> To: Park Board Field Bookings; Nicholson, Angela  
> Subject: [EXTERNAL] Tennis in Stanley park  
>  
>  
> City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

>

>

> Greetings

> It has come to our attention that the City and Parks Board are giving serious consideration to allowing Tennis BC to manage public tennis courts in Vancouver.

> In Stanley Park, this would replace the services provided by Gayle and Gord Cheng who have run tennis programs and court bookings, leaving a number of public courts for casual use. We have been participants in these programs for many many years and have had positive experiences throughout.

> We are very concerned about Tennis BC, an organization from outside the community, operating the courts. We have heard of poor management of the Stanley Park Open as well as administration of membership in their organization.

> Why don't you involve the people who use these services when proposing changes? we like it the way it has been for years.

> We know of many non residents who come to Vancouver specifically to play tennis in Stanley Park. Any system that adds bureaucracy , cost, and disorganization takes away from the tennis experience for regular people.

> Please keep SP tennis simple, straight forward and effective.

>

> s.22(1)

> West End resident

From: s.22(1)  
To: "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
Date: 2/6/2020 11:23:51 AM  
Subject: Re: [EXTERNAL] Stanley Park Tennis

---

Hi Michael,

Thank you so very much for responding to my email.

That was most kind.

I truly hope that the people responsible will clearly see the impact that Gayle and Gordie has had in Stanley Park and their tennis program.

Have a wonderful day.

Sincerely,

s.22(1)

Sent from my iPhone

> On Feb 6, 2020, at 9:25 AM, Marousek, Michael <Michael.Marousek@vancouver.ca> wrote:

>

> •Good Morning s.22(1)

>

> I would like to thank you for taking the time to express your support for Gord & Gayle at the Stanley Park Tennis Courts and I acknowledge the receipt of your email.

> I am also copying the Citywide Recreation Manager, Erica McDonald, on this email to ensure your message is broadcasted to all appropriate channels.

>

> We have received numerous letters of support for Gordon & Gayle and we understand that they have done a great job in developing both the game of tennis and the community surrounding it.

>

> As for the formal RFP process, it is in the evaluation phase. We remain committed to working diligently and as quickly as possible toward a recommendation. The conclusion of the RFP process is anticipated in the very near future.

> We can assure you that no matter the outcome of the RFP, the Park Board is committed to providing excellent service that promotes accessibility, inclusion, diversity, and FUN at all its facilities.

>

> I hope you have a great day and don't hesitate to contact me should you have further questions or comments.

>

>

> Michael Marousek | Sport & Wellness Supervisor

> My pronoun is: he/him/his

> Vancouver Board of Parks and Recreation

> Hillcrest Centre • Recreation Office

> 4575 Clancy Loranger Way

> t. 604.257.6963 | c. 604.404.1327

>

> I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations

>

>

>

>

>

>  
> -----Original Message-----  
> From: s.22(1)  
> Sent: Tuesday, February 4, 2020 1:05 PM  
> To: Marousek, Michael  
> Subject: [EXTERNAL] Stanley Park Tennis  
>  
>  
> City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.  
>  
>  
> \_\_\_\_\_  
> To whom it may concern:  
> There are a lot of rumours starting to circulate that Gayle and Gordie may not be running the tennis in Stanley Park this year.  
> I need to comment on this.  
> I have been playing tennis for just over three years now and it is all because of Gayle and Gordie.  
> I could barely hit a ball over the net when I first started playing tennis. Their commitment to coaching me their drills and the dedication that they have for not just me but hundreds of others is nothing short of amazing.  
> I am a gay man and one of the things that I love is they both work so closely with all the LGBT community.  
> They have private lessons that some of us take and they also teach a number of drills to us all on the weekends.  
> They put on fantastic tournaments and one in particular is dedicated to a gay man who lost his life to cancer.  
> I cannot stress to you the kindness, the dedication, the passion they both share with all of us.  
> We are all treated like family from Gayle and Gordie.  
> It's not just people living in the downtown core that seek out their coaching.  
> There are people I know that travel all the way from Deep Cove and farther to enjoy this great game of tennis.  
> You never see them sitting down. They are constantly working with either single players or groups and this is of all ages all day and into the early evening.  
> I have heard that Tennis BC might get this contract????  
> This to all of us would be a huge mistake in our minds.  
> Look what they have done to one of the biggest North American amateur tennis tournaments out there.  
> They allow people that are ranked at a very high level to drop down to a much lower level to try and win.  
> We feel they have taken this tournament and completely ruined it.  
> I just hope from the bottom of my heart that you continue to let Gayle and Gordie shine in a Park that knows them and recognizes the greatness that they put forth to each and every one of us.  
> We, the tennis community of Stanley Park will always be eternally grateful to a tennis couple named Gayle and Gordie.  
> Sincerely,  
> s.22(1)  
>  
> Sent from my iPhone

**From:** s.22(1)  
**To:** "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Date:** 3/12/2020 4:56:51 PM  
**Subject:** Re: [EXTERNAL] Tennis in Stanley park

---

Okay, thank you.

Will there be an opportunity for the public to speak to your recommendation before it is considered by the parks board?

s.22(1)

On Mar 12, 2020, at 12:58 PM, Marousek, Michael <Michael.Marousek@vancouver.ca> wrote:

\u-257 ?

Hi s.22(1)

We have been diligently advancing the RFP process and are hopeful that it will be concluded shortly, but unfortunately we are unable to confirm the date the contract will be awarded on.

Thank you for your patience,  
Michael

---

**From:** s.22(1)  
**Sent:** Friday, March 6, 2020 3:24 PM  
**To:** Marousek, Michael  
**Subject:** Fwd: [EXTERNAL] Tennis in Stanley park

Michael

April will soon be here, and with it, the beginning of the tennis season in Stanley Park.

We are excited!

Could you update me please on the current status of awarding the tennis contract for the season. I cannot find anything on your website.

s.22(1)

Begin forwarded message:

**From:** s.22(1)  
**Date:** February 6, 2020 at 10:55:38 AM HST  
**To:** "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Subject:** Re: [EXTERNAL] Tennis in Stanley park

\u-257 ?Thank you for your response Michael.  
Make it a great day!

s.22(1)

On Feb 7, 2020, at 3:23 AM, Marousek, Michael <Michael.Marousek@vancouver.ca> wrote:

I would like to thank you for taking the time to express your support for Gord & Gayle at the Stanley Park Tennis Courts and I acknowledge the receipt of your email.

I am also copying the Citywide Recreation Manager, Erica McDonald, on this email to ensure your message is broadcasted to all appropriate channels.

We have received numerous letters of support for Gordon & Gayle and we understand that they have done a great job in developing both the game of tennis and the community surrounding it.

As for the formal RFP process, it is in the evaluation phase. We remain committed to working diligently and as quickly as possible toward a recommendation. The conclusion of the RFP process is anticipated in the very near future.

We can assure you that no matter the outcome of the RFP, the Park Board is committed to providing excellent service that promotes accessibility, inclusion, diversity, and FUN at all its facilities.

I hope you have a great day and don't hesitate to contact me should you have further questions or comments.

Sincerely,

Michael Marousek | Sport & Wellness Supervisor

My pronoun is: he/him/his

Vancouver Board of Parks and Recreation

Hillcrest Centre – Recreation Office

4575 Clancy Loranger Way

t. 604.257.6963 | c. 604.404.1327

I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations

-----Original Message-----

From: s.22(1)

Sent: Wednesday, February 5, 2020 1:34 AM

To: Park Board Field Bookings; Nicholson, Angela

Subject: [EXTERNAL] Tennis in Stanley park

---

Greetings

It has come to our attention that the City and Parks Board are giving serious consideration to allowing Tennis BC to manage public tennis courts in Vancouver.

In Stanley Park, this would replace the services provided by Gayle and Gord Cheng who have run tennis programs and court bookings, leaving a number of public courts for casual use. We have been participants in these programs for many many years and have had positive experiences throughout.

We are very concerned about Tennis BC, an organization from outside the community, operating the courts. We have heard of poor management of the Stanley Park Open as well as administration of membership in their organization.

Why don't you involve the people who use these services when proposing changes? we like it the way it has been for years.

We know of many non residents who come to Vancouver specifically to play tennis in Stanley Park. Any system that adds bureaucracy , cost, and disorganization takes away from the tennis experience for regular people.

Please keep SP tennis simple, straight forward and effective.

s.22(1)

West End resident

From: s.22(1)  
To: "Michael Marousek" <Michael.Marousek@vancouver.ca>  
Date: 3/6/2020 4:24:07 PM  
Subject: Fwd: [EXTERNAL] Tennis in Stanley park

---

Michael

April will soon be here, and with it, the beginning of the tennis season in Stanley Park.

We are excited!

Could you update me please on the current status of awarding the tennis contract for the season. I cannot find anything on your website.

s.22(1)

Begin forwarded message:

From: s.22(1)  
Date: February 6, 2020 at 10:55:38 AM HST  
To: "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
Subject: Re: [EXTERNAL] Tennis in Stanley park

\u-257 ?Thank you for your response Michael.  
Make it a great day!

s.22(1)

On Feb 7, 2020, at 3:23 AM, Marousek, Michael  
<Michael.Marousek@vancouver.ca> wrote:

\u-257 ?Good Morning s.22(1)

I would like to thank you for taking the time to express your support for Gord & Gayle at the Stanley Park Tennis Courts and I acknowledge the receipt of your email.

I am also copying the Citywide Recreation Manager, Erica McDonald, on this email to ensure your message is broadcasted to all appropriate channels.

We have received numerous letters of support for Gordon & Gayle and we understand that they have done a great job in developing both the game of tennis and the community surrounding it.

As for the formal RFP process, it is in the evaluation phase. We remain committed to working diligently and as quickly as possible toward a recommendation. The conclusion of the RFP process is anticipated in the very near future.

We can assure you that no matter the outcome of the RFP, the Park Board is committed to providing excellent service that promotes accessibility, inclusion, diversity, and FUN at all its facilities.

I hope you have a great day and don't hesitate to contact me should you have further questions or comments.

Sincerely,

Michael Marousek | Sport & Wellness Supervisor

My pronoun is: he/him/his

Vancouver Board of Parks and Recreation

Hillcrest Centre • Recreation Office

4575 Clancy Loranger Way

t. 604.257.6963 | c. 604.404.1327

I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations

-----Original Message-----

From: s.22(1)

Sent: Wednesday, February 5, 2020 1:34 AM

To: Park Board Field Bookings; Nicholson, Angela

Subject: [EXTERNAL] Tennis in Stanley park

City of Vancouver Cybersecurity WARNING: This is an external email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

---

Greetings

It has come to our attention that the City and Parks Board are giving serious consideration

to allowing Tennis BC to manage public tennis courts in Vancouver.

In Stanley Park, this would replace the services provided by Gayle and Gord Cheng who have run tennis programs and court bookings, leaving a number of public courts for casual use. We have been participants in these programs for many many years and have had positive experiences throughout.

We are very concerned about Tennis BC, an organization from outside the community, operating the courts. We have heard of poor management of the Stanley Park Open as well as administration of membership in their organization.

Why don't you involve the people who use these services when proposing changes? we like it the way it has been for years.

We know of many non residents who come to Vancouver specifically to play tennis in Stanley Park. Any system that adds bureaucracy , cost, and disorganization takes away from the tennis experience for regular people.

Please keep SP tennis simple, straight forward and effective.

s.22(1)

West End resident

From: "Chan, Cheryl" <Cheryl.Chan@vancouver.ca>  
To: "McDonald, Erica" <erica.mcdonald@vancouver.ca>  
CC: "Sangalang, Ellen" <ellen.sangalang@vancouver.ca>  
"Chin, Daisy" <daisy.chin@vancouver.ca>

Date: 3/3/2020 5:57:31 PM

Subject: FW: Council Correspondence - 101013827014 (Tennis Program)

Attachments: [EXTERNAL] Re: Tennis at Stanley Park.msg  
Fwd: [EXTERNAL] Stanley Park Tennis.msg  
Mayor and Council Feedback-101013827014.pdf

---

Hi Erica (& Daisy),

I'm not sure where you're at with the response to the tennis enquiry from s.22(1) that went to Cllr. Hardwick and Comr. Coupar (attached both as pdf & email) but as per the below email, the Council Correspondence Coordinator is following-up. I've copied Ellen as she can coordinate to ensure the appropriate folks are informed.

Erica – I'm also attaching an email from s.22(1) that was sent to all Commissioners as I'm not sure if you received it yet and it also requires a response.

Ellen - As we have already confidentially briefed the Board and advised that staff would be following-up on all enquiries, we do not need to copy the Commissioners on the responses to either s.22(1) or s.22(1).

Thanks,

C.

~~~~~

**Cheryl Chan**  
Office of the General Manager  
Vancouver Park Board

t: 604.257.8451 m: 604.313.0629  
e: [Cheryl.Chan@vancouver.ca](mailto:Cheryl.Chan@vancouver.ca)

---

**From:** Council Correspondence  
**Sent:** Tuesday, March 03, 2020 4:43 PM  
**To:** Park Board GM's Office  
**Subject:** Council Correspondence - 101013827014 (Tennis Program)

Hi Ellen,

Councillor Hardwick received the attached correspondence from a citizen regarding the tennis program at Stanley Park.

Would Parks be able to respond back to the citizen and CC Councillor Hardwick as well as BCC [CouncilCorrespondence@vancouver.ca](mailto:CouncilCorrespondence@vancouver.ca) in the response?

Thanks!

**Rachel Chan**  
Council Correspondence Coordinator  
City Clerk's Department | City of Vancouver  
604-873-7266  
[rachel.chan2@vancouver.ca](mailto:rachel.chan2@vancouver.ca)

## Mayor and Council Feedback

Case number: 101013827014

Case created: 2020-03-03, 12:51:00 PM

Channel: WEB

### Incident Location

Address: 311 UNADDRESSED LOCATION, VANCOUVER, VAN 311

Address2:

Location name:

Original Address: 311 UNADDRESSED LOCATION

### Request Details

**1. Describe details (who, what, where, when, why):**

[Entered by Councillors' Assistant (Jillian Kuzyk). Please copy Cllr. Hardwick on response to resident.]

Hi Colleen,

I appreciate our conversation the other day, and your willingness to follow up on my concerns about the tennis program at Stanley Park. I hope this results in a decision by the city that ultimately benefits the extensive tennis community at Stanley Park ? and the broader tennis community throughout the city.

To elaborate on what we discussed, I have two primary concerns:

1 - The possibility that Tennis BC, if it is awarded the contract to manage the pay courts at Stanley Park, plans to use this as a trial run to convert most if not all the Vancouver public tennis courts from free to paid courts.

2 - The unsettled question of the types of programs Tennis BC plans to run. Based on the organization?s track record, I question whether they will align with (a) the mission of the Park Board, (b) the desires of the Vancouver recreational tennis community and (c) the expectations of the several hundred recreational and (somewhat) competitive players who utilize the Stanley Park courts.

I?ve attached a copy of the RFP. In addition, here?s Tennis BC?s announcement of its plans to operate a facility in Richmond that I imagine is a pretty accurate model for its plans to operate more widely:

<http://www.tennisbc.org/tennis-british-columbia-to-open-facility-in-richmond-this-march/>

In the interests of full transparency, I should note that I am a member of the s.22(1) [REDACTED], which leases five courts from the Park Board on a seasonal basis (I served on the executive committee for two years), an occasional participant in Vancouver Tennis Association (VTA) organized play, and have participated in many of the activities and programs (organized play, tournaments, drills) run by the incumbent tennis concession operators at Stanley Park. When I say that those activities are extremely popular I?m confident that I represent the opinions of most and perhaps virtually all of the players who have participated over the years.

While I would be happy to see the incumbents continue to run the concession, I would understand if the city wanted new blood. But any winner should represent the interests of the tennis community and not an effort at empire building. I believe the city tried to institute a pay system at multiple locations in the 90s, and I understand that that effort failed in the face of massive community opposition. I?m pretty sure that there would be similar outcry should the city try a reprise.

I would be happy to discuss my concerns in greater detail with you or anyone else you designate. This email is just to get my concerns (and that of others I know) on the record.

Best,

s.22(1) [REDACTED]

**2. Department:**

Mayor and Council

3. **Neighbourhood:**  
Unknown
4. **Were any other cases or service requests created as a result of this feedback?**  
No
6. **(Don't ask, just record - did caller indicate they want a call back?):**  
Yes
7. **Council Item:**  
Not Applicable
8. **Select category:**  
Parks and Recreation
10. **Specific area of concern:**  
Tennis Program
11. **Author Type:**  
Individual
12. **Correspondence Type:**  
Original Feedback
13. **Original Client:**  
s.22(1)
14. **Original Email address:**  
s.22(1)

#### Additional Details

[Entered by Councillors' Assistant (Jillian Kuzyk). Please copy Cllr. Hardwick on response to resident.]

#### Contact Details

Name: No Name No Name (ps)

Address: ,

Address2:

Phone:

Alt. Phone:

Email: s.22(1)

Preferred contact method: Either

#### Case Notes

#### Photo

- no picture -

From: "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
To: s.22(1)  
CC: "Park Board GM's Office" <pbgmo@vancouver.ca>  
Date: 3/9/2020 8:02:31 PM  
Subject: Stanley Park Tennis Courts RFP Process

---

Dear s.22(1)

Thank you for your email regarding the Stanley Park Tennis Court program. We are very pleased to hear how well received the arrangement has been under the current operators and we appreciate that you have taken the time to share your observations and insights.

Since the last public procurement process occurred over ten years ago, it was important that ensure that future operations of the tennis courts be reviewed and that it be done in an open, transparent, and competitive manner. As such, an RFP was issued for the 2020-2022 tennis seasons. In addition to requiring that the successful proponent continue to provide lessons, organize tournaments, and permit the courts, the new RFP clarified current expectations around risk management, equity, inclusion, access, accommodation of special events, and other considerations.

Please be assured that the decision to proceed with an RFP was not a reflection on the suitability of the current operator or programming but it is focused on eliciting proposals and operators for future programming that best align with Park Board and City of Vancouver policies and priorities.

We have been diligently advancing the RFP process and are hopeful that it will be concluded shortly, but unfortunately we are unable to confirm the date the contract will be awarded on.

For any further inquiries or comments related to the Stanley Park Tennis Court Program please contact Michael Marousek, Supervisor Sport and Wellness, at 604-257-6963 or [Michael.marousek@vancouver.ca](mailto:Michael.marousek@vancouver.ca).

Sincerely,



Tsleil Waututh Nations



Erica McDonald | Manager Recreation Services

*My pronoun is: she/her/hers*

Vancouver Board of Parks and Recreation

Hillcrest Centre

4575 Clancy Loranger Way, V5Y 2M4

t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and*

From: "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
To: s.22(1)  
CC: "Hardwick, Colleen" <Colleen.Hardwick@vancouver.ca>  
"Park Board GM's Office" <pbgmo@vancouver.ca>  
Date: 3/9/2020 8:00:37 PM  
Subject: Stanley Park Tennis Courts RFP Process

---

Dear s.22(1)

Thank you for your email regarding the Stanley Park Tennis Court program. We are very pleased to hear how well received the arrangement has been under the current operators and we appreciate that you have taken the time to share your observations and insights.

Since the last public procurement process occurred over ten years ago, it was important that ensure that future operations of the tennis courts be reviewed and that it be done in an open, transparent, and competitive manner. As such, an RFP was issued for the 2020-2022 tennis seasons. In addition to requiring that the successful proponent continue to provide lessons, organize tournaments, and permit the courts, the new RFP clarified current expectations around risk management, equity, inclusion, access, accommodation of special events, and other considerations.

Please be assured that the decision to proceed with an RFP was not a reflection on the suitability of the current operator or programming but it is focused on eliciting proposals and operators for future programming that best align with Park Board and City of Vancouver policies and priorities.

We have been diligently advancing the RFP process and are hopeful that it will be concluded shortly, but unfortunately we are unable to confirm the date the contract will be awarded on.

For any further inquiries or comments related to the Stanley Park Tennis Court Program please contact Michael Marousek, Supervisor Sport and Wellness, at 604-257-6963 or [Michael.marousek@vancouver.ca](mailto:Michael.marousek@vancouver.ca).

Sincerely,



Tsleil Waututh Nations



Erica McDonald | Manager Recreation Services

*My pronoun is: she/her/hers*

Vancouver Board of Parks and Recreation

Hillcrest Centre

4575 Clancy Loranger Way, V5Y 2M4

t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and*

**From:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
**To:** "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Date:** 5/8/2020 3:26:24 PM  
**Subject:** FW: PS20191554 - Agreement - Stanley Park Tennis Courts 1-6 - SIGNED  
**Attachments:** PS20191554 - Agreement - Stanley Park Tennis Courts 1-6 (signed).pdf

---

Here is the official agreement.  
Working on a briefing memo to the Commissioners.

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



---

**From:** Li, Jessica  
**Sent:** Friday, May 8, 2020 3:12 PM  
**To:** Mark Roberts  
**Cc:** McDonald, Erica  
**Subject:** PS20191554 - Agreement - Stanley Park Tennis Courts 1-6 - SIGNED

Hi Mark,

Please see attached fully signed agreement. Thanks for your patience as we worked through our procurement process.  
We are looking forward to working with Tennis BC!

I've cc'd Erica McDonald here, who is the lead on this project. Erica, would you be able to respond to Mark on the questions below?

Jessica

---

**From:** Mark Roberts [mailto:mroberts@tennisbc.org]  
**Sent:** Friday, May 8, 2020 9:08 AM  
**To:** Li, Jessica  
**Subject:** CM: [EXT] Re: PS20191554 - Agreement - Stanley Park Tennis Courts 1-6 - PLEASE SIGN

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

Hi Jessica

Thank you very much. Enclosed is our signed agreement. Very excited to partner with the city after so many years of discussions. I really appreciate all your hard work on this and hopefully we will cross paths again one day. Come down and play some tennis!!!

I couple of questions for you before we move on.

1. Who is our contact now with regards to questions and operations?
2. Do you have a contact list at the city you can share with me re emergencies, construction questions ie power, bird issues etc.
3. As per my previous email we need access into the site
4. There are many old signs up on the courts including Gord and Gayle's signs and contact info, how do those come down?
5. The courts will need cleaning, how do we arrange that?

If all this should go to someone else, and I assume it does, please send me the contact info.

Thanks  
Mark

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org) [[tennisbc.org](mailto:tennisbc.org)]  
604 737 3086 #9

On May 7, 2020, at 4:59 PM, Li, Jessica <[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)> wrote:

Hi Mark,

Attached is Agreement PS20191554 for Stanley Park Tennis Courts 1-6. Please review and send me back a signed copy. (You may send back just the signed signature page if you prefer and I will re-attach the page).

These are the changes from the previous version:

- Section 20 has been updated to reflect your option # 1 that you proposed on April 21<sup>st</sup>.
- In the Interpretation section, the word approximately has been added since the dates are not fixed, and dependent on factors such as weather:
  - —o) “Tennis Season” means the period approximately May 1 to September 30 in each year of the Term;”

Let me know if you have any questions.

Thank you,

Jessica Li  
Buyer, Supply Chain Management  
City of Vancouver  
604.257.8411  
[Jessica.li@vancouver.ca](mailto:Jessica.li@vancouver.ca)

<PS20191554 - Agreement - Stanley Park Tennis Courts 1-6.pdf>

## TENNIS COURTS USE AGREEMENT

THIS AGREEMENT is dated for reference May 7, 2020.

BETWEEN:

VANCOUVER BOARD OF PARKS AND RECREATION  
2099 Beach Avenue  
Vancouver, B.C.  
V6G 1Z4

(the "Park Board")

AND:

TENNIS BRITISH COLUMBIA  
200 - 112 East 3<sup>rd</sup> Avenue  
Vancouver, B.C.  
V5T 1C8

("Tennis BC")

WHEREAS:

- A. Pursuant to the *Vancouver Charter* S.B.C. 1953 c. 55, the Board has jurisdiction over and control of City parks.
- B. Tennis BC is a non-profit organization incorporated under the laws of British Columbia that provides a wide range of tennis related services for the promotion and support of and public participation in recreational and competitive tennis in British Columbia.
- C. In the latter part of the year 2019, the City, for the Board, issued its Request for Proposals No. PS20191554 (the "RFP") inviting proposals from qualified proponents for the commercial use of certain tennis courts situated in the City's Stanley Park (the "Park").
- D. Tennis BC submitted a written proposal in response to the RFP, and, after evaluation of proposals received, the Board has authorized an agreement as set out herein between it and Tennis BC in respect of the subject matter of the RFP.

THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### INTERPRETATION

- 1. In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:
  - a) "Agreement" means this written contract, including all schedules, appendices,

exhibits and other documents, records and other materials annexed to it and incorporated into it by reference;

- b) "Base Rental Fees" means the minimum amount Tennis BC is to pay the Board hereunder in Rental Fees in each Tennis Season respectively;
- c) "City" means the City of Vancouver, British Columbia;
- d) "Confidential Information" has the meaning given below herein;
- e) "Contract Documents" means the documents of which this Agreement is comprised, including the main body hereof and all schedules, appendices and other documents and materials as may be annexed to it and all documents, records and other materials which by reference may be incorporated into this Agreement, including the RFP and the Proposal;
- f) "Contractor" has the meaning given below herein and, without limitation to that, includes all their subcontractors;
- g) "Courts" means courts 1 to 6, as shown in bold black outline in Schedule A hereto, of the 17 tennis courts situated together in the most southerly part of the Park, near the Beach Avenue entrance to it;
- h) "Gross Revenue" means the sum total of all monetary revenues from Tennis BC's use of the Courts hereunder without deduction or set-off of any kind, but net applicable taxes, including without limitation:
  - i) the total of all monetary payments charged to and payable by Users to Tennis BC for Tennis Services; and
  - ii) the total of all insurance proceeds paid to Tennis BC for Tennis Services revenues lost because of business interruption or other casualty, risk or event;
  - iii) but excluding gratuities/tips that Users may give to Tennis BC Personnel in connection with Tennis Services provided;
- i) "Key Personnel" means Tennis BC's key personnel, as identified in the Proposal, performing executive, managerial, operational and administrative functions in its use of the Courts hereunder and its performance of the Tennis Services;
- j) "Park Board Personnel" means the Board's elected and appointed officers, officials, employees, agents, contractors and their subcontractors, and volunteers;
- k) "Proposal" means Tennis BC's proposal submitted to the Board in response to the RFP, now hereby incorporated by reference into this Agreement;
- l) "Rental Fees" has the meaning given below herein;
- m) "RFP" has the meaning given above herein, now hereby incorporated by reference into this Agreement;
- n) "Tennis BC Personnel" means Tennis BC's officers, officials, directors, employees,

agents and Contractors involved in any way directly or indirectly in its use of the Courts hereunder;

- o) "Tennis Season" means the period approximately May 1 to September 30 in each year of the Term;
  - p) "Tennis Services" means tennis services to be offered and provided on a fees-for-use basis to members of the public and to organizations as described in the RFP and the Proposal;
  - q) "Term" means the period beginning on the Effective Date and ending on December 31, 2022, and includes any extensions thereto made pursuant to this Agreement;
  - r) "Users" means the individuals and organizations purchasing Tennis Services from Tennis BC and thereby by using the Courts through Tennis BC in its use of the Courts pursuant to this Agreement, and "User" is the singular thereof.
2. In this Agreement, terms such as "herewith", "herein", "hereof" and "hereby" refer to this Agreement in its entirety.
3. The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, they will be interpreted in the following order of priority or preference:
- a) this main body contract document;
  - b) the RFP; and
  - c) the Proposal.

#### USE OF THE COURTS

4. Subject to this Agreement, the Board hereby grants to Tennis BC;
- a) the exclusive right to use the Courts at all times in each Tennis Season during the Term for the purpose of providing the Tennis Services there in accordance with the Contract Documents; and
  - b) subject to such further terms and conditions as the Board may require, the non-exclusive right to use such other areas and/or premises within the Park as the Board in writing may explicitly permit from time to time during the Term for purposes supporting and connected directly with Tennis BC's use of the Courts hereunder.
5. By further written agreement, the Parties may extend the Term on an annual basis for up to two (2) additional and consecutive calendar years, in which case, except as otherwise agreed in writing between the parties in connection therewith, the terms and conditions of this Agreement will apply in all respects to the Term as thereby extended.
6. By further written agreement made between them at any time during the Term, the Board and Tennis BC may from time to time modify the definition of the term "Courts" as used herein so that:

- a) certain other additional Park Board controlled tennis courts in the City of Vancouver are to be included within its meaning, after which all such additional tennis courts so included therein will thereby be subject to this Agreement; or
  - b) certain tennis courts previously included within its meaning are thereafter to be excluded therefrom, after which, except to the extent explicitly provided for herein, such excluded tennis courts will no longer be subject to this Agreement.
7. Tennis BC represents and warrants that it possesses the necessary skills, knowledge, qualifications and experience to use the Courts for the purposes provided for herein competently and to the reasonable satisfaction of the Board.
8. Without limitation to anything else in this Agreement, and in exchange for the rights granted to it hereunder for use of the Courts, Tennis BC, in its use of the Courts and such other areas and/or premises within the Park as the Board may from time to time permit hereunder, will:
- a) use the Courts and such other areas and/or premises only for purposes of providing the Tennis Services at the Courts in accordance herewith;
  - b) use the Courts and such other areas and/or premises in conformity with all laws, regulations, bylaws and other legal requirements of all levels of government and all regulatory authorities applicable to its use of the Courts hereunder;
  - c) exercise and use the degree of care, skill and diligence normally applied in the performance of services of the kind or similar to the Tennis Services;
  - d) not to in any way adversely impact or interfere with Board activities within the Park or with public use of any other parts of the Park;
  - e) take reasonable steps, including the conduct of background and police checks, to ensure that all Tennis BC Personnel participating in its use of the Courts hereunder are of good character and adequately trained, qualified and competent to perform the duties assigned to them therein and that they are not in any way dangerous to any Users or any class of Users;
  - f) actively, efficiently, effectively and comprehensively make use of the Courts hereunder at all times during and throughout each Tennis Season so that the Courts are used to the fullest extent reasonably possible in relation to the level(s) of User demand available for the Tennis Services and taking into account adverse weather conditions reasonably affecting the Courts' playability;
  - g) at all times, without exception, charge and collect from Users in advance, for Tennis Services to be provided to them, fees in prescribed amounts to be set in advance at competitive market rates;
  - h) prior to the commencement of each Tennis Season, deliver to the Board a comprehensive written list of the various fees it proposes to charge for the Tennis Services during the upcoming Tennis Season and thereafter during each Tennis Season provide the Board with prior written notice of any variations from or changes to the fees it will charge for any such services and the reasons therefor;

- i) not do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the Park or any other Board or City property;
  - j) do all things reasonably necessary to ensure that the Courts are kept in good playing condition at all times during each Tennis Season during the Term, including keeping the Courts clean, neat, tidy and free of nuisance at all time therein and immediately providing the Board with written notice of any repairs or other work or things of the kind falling within its Courts related areas of responsibility hereunder are reasonably required in order to put the Courts back into or keep them in good and playable condition at all times;
  - k) provide all personnel and all tennis play, instructional and event related equipment and things, such as balls, racquets and racquet stringing equipment, ball machines, ball collection devices, umpire chairs, scoring devices and other things, as may be reasonably necessary for provision of the Tennis Services in accordance with this Agreement; and
  - l) at the end of each Tennis Season during the Term, leave the Courts and all other Board premises, property, fixtures and things which are subject to this Agreement in good and undamaged condition, subject to reasonable wear and tear.
9. Tennis BC may post signage at and/or near the Courts regarding the Tennis Services, but always subject to the Board's prior written approval regarding location and appearance.
10. In its use of the Courts hereunder, Tennis BC may, with prior written approval from the Board, sell and/or rent, as the case may be, at reasonable market rates, tennis-racquets and balls and related services, such as racquet stringing and repair services, as part of the Tennis Services.

#### CONTRACTORS

11. Tennis BC may, at its expense, engage contractors and/or volunteers (in each case a "Contractor") to perform services for it in its use of the Courts hereunder, but only for specific functions or tasks therein, such as, for example, tennis coaching, court supervision, equipment handling, Courts maintenance, event related staging and volunteering or accounting, and it may not under any circumstances engage any Contractor(s) to perform all or substantially all of the managerial, operational, supervisory and administrative functions involved in Tennis BC's use of the Court hereunder.
12. Tennis BC will administer, coordinate, and manage all services provided by Contractors in connection with Tennis BC's use of the Courts hereunder, and will assume full responsibility to the Board for all work performed by the Contractors in relation to the Tennis Services and will pay all fees and disbursements of all Contractors.
13. Nothing in this Agreement will create any contractual relationship between a Contractor and the Board, and Tennis BC will ensure that all its Contractors understand and acknowledge in writing that they will participate in Tennis BC's use of the Courts

hereunder solely pursuant to their relationship with Tennis BC and that they have no contractual relationship of any kind with the Board or the City in connection therewith.

#### PERSONNEL CHANGES

14. Except for any substitutions required by circumstances not within its reasonable control, Tennis BC will not make Key Personnel changes without providing detailed prior written notice thereof to the Board.
15. For the purposes of the preceding paragraph, the phrase, "substitutions required by circumstances not within its reasonable control", means substitutions required by illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Key Personnel member is called upon to perform services for another client of Tennis BC, its Sub-contractor or their affiliates.
16. The Board may at any time during the Term, if it reasonably believes that any particular Tennis BC Personnel, including Key Personnel and Contractors, should not or should no longer be permitted to participate in Tennis BC's use of the Courts hereunder, the Board may, in writing, with reasons stated, make a request to that effect, in which case, Tennis BC will make commercially reasonable efforts to comply with the Board's request or will take all reasonable steps to address to the Board's satisfaction its stated reasons for the request and provide a remedy in respect thereof.
17. Notwithstanding the foregoing, and regardless of whether any Tennis BC Personnel changes are the result of a Board request pursuant to this preceding paragraph, the Board will not be liable to compensate Tennis BC and Tennis BC will not be entitled to receive any compensation in respect of any additional costs to it connected with personnel changes during the Term.

#### PARK BOARD COURTS RELATED RESPONSIBILITIES

18. The Board, at its expense, will supply and maintain the Courts, including their subsurface foundation, surfacing, painting, lines and play area configurations, nets at the start of the Tennis Season, net related fixtures, court fencing and gates and standard furnishings such as benches and garbage/recycling receptacles, so that the Courts are in reasonably good and ready-for-play condition at all times during each Tennis Season during the Term.
19. The Board, without prior notice to Tennis BC, may at any time from time to time during the Term, but not more frequently than once per week during the Tennis Season, attend and enter the Courts and, for its own internal business purposes, monitor and inspect Tennis BC activities there, but in doing so the Board will do nothing to disrupt or interfere with those activities or cause any unreasonable distractions to Users or Tennis BC Personnel therein.

#### FEES

20. In exchange for the permission granted to it to use the Courts in accordance herewith, Tennis BC will pay rental fees to the Board as follows:
  - a) for the 2020 Tennis Season, Tennis BC will pay the Board a rental fee in the amount of s.17(1), plus any applicable taxes;

- b) for the 2021 Tennis Season, Tennis BC will pay the Board a rental fee in the amount of s.17(1) ) or in an amount equal to 13% of Gross Revenues for the Tennis Season, whichever is greater, plus any applicable taxes; and
- c) for the 2022 Tennis Season, and for each and every additional Tennis Season thereafter for which the Term is extended hereunder, Tennis BC will pay the Board a rental fee in the amount of s.17(1) or in an amount equal to 15% of Gross Revenues for the Tennis Season, whichever is greater, plus any applicable taxes.

("Rental Fees")

- 21. Notwithstanding the foregoing, in the event and as a direct result of unforeseeable circumstances beyond Tennis BC's reasonable control which adversely affect the level(s) of User demand available for the Tennis Services or the usability of the Courts hereunder in any particular Tennis Season, including without limitation, the COVID-19 Pandemic in the year 2020, Tennis BC is unable pay the Base Rental Fees to the Board without sustaining a financial loss in respect of that Tennis Season, then, on that basis, the Board, provided it is satisfied, based on reliable evidence provided to it by Tennis BC, that the claimed financial loss exists, will negotiate with Tennis BC for a reasonable reduction in the Rental Fees payable for that Tennis Season so that Tennis BC can to the extent reasonably possible avoid or minimize such financial loss.
- 22. Tennis BC will pay the Rental Fees to the Board by cheque on an annual basis, each time by one payment made after, but not more than 60 days after, the end of the Tennis Season.
- 23. Tennis BC will deliver each Rental Fees payment to the Board at its address as shown in this Agreement and at the same time will also deliver to the Board to its satisfaction a detailed written accounting statement prepared and certified correct by a duly qualified professional accountant setting out with a detailed breakdown the Gross Revenues for the most recent Tennis Season.
- 24. Tennis BC will create and at its offices maintain a comprehensive, detailed and complete set of business and accounting records relating specifically to its activities involving its use of the Courts hereunder and it will make them available to the Board for its inspection at any time during regular office hours as the Board may request from time to time during and/or after the Term. This provision will survive expiry or termination of this Agreement.

#### RELEASE AND INDEMNIFICATION

- 25. Tennis BC hereby releases the Board and the City and their officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by Tennis BC, its Contractors, and their respective officers, employees and agents in connection with their use of the Courts under this Agreement.

26. In undertaking the Services, Tennis BC acknowledges that Tennis BC has inspected the Courts and, subject to the Board's obligations hereunder regarding the supply and maintenance thereof, accepts them on "as-is" basis, and will at all times take all precautions reasonably necessary to ensure the safety of all Users and Tennis BC Personnel.
27. Despite any Board insurance, Tennis BC will indemnify the Board and the City and their successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") for and hold them harmless from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of Tennis BC, its Contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party. This indemnity will not affect or prejudice the Board from exercising any other rights that may be available to it at law or in equity.
28. The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

#### INSURANCE

29. Prior to commencing the use of the Courts hereunder, Tennis BC will obtain, and thereafter throughout the Term shall maintain, at its expense, commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting Tennis BC and Tennis BC Personnel against claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of Tennis BC or the actions of Tennis BC or Tennis BC Personnel. The policy must contain a cross-liability clause in favour of the City of Vancouver and the Vancouver Board of Parks & Recreation and will explicitly name them and their officials, employees and agents as additional insureds.
30. All required insurance policies must remain in full force and effect at all times until expiry or termination of this Agreement and for a period of not less than two years thereafter, and must:
- a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
  - b) be primary insurance in respect to the Board and the City, and any insurance or self-insurance maintained by the Board and the City will be in excess of this insurance and will not contribute with such policies; and
  - c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the coverage limits without the insurer giving the Board and the City at least thirty (30) calendar days prior written thereof, and, for any property insurance carried by Tennis BC, contain a clause that waives the insurer's right of subrogation against the Board and the City and their officials, employees and agents.

31. Prior to signing, and immediately following the signature of, this Agreement, Tennis BC shall have provided, or shall provide, the Board with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the Board at any time during the Term and thereafter.
32. Tennis BC will and will ensure that each of its Contractors will provide, at their own cost, any additional insurance which they are required by law to provide or which they should reasonably consider necessary.
33. Neither the providing of insurance by Tennis BC or the Contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve Tennis BC from any other provisions of this Agreement with respect to liability of Tennis BC or otherwise.

#### WORKSAFEBC

34. Tennis BC agrees that it will procure and at all times during the Term will carry and pay for, full WorkSafeBC coverage required by Applicable Laws for itself and Tennis BC Personnel engaged in its use of the Courts hereunder, and it will ensure that all Contractors do the same. Tennis BC agrees that the Board has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the Board to Tennis BC. The Board will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
35. Tennis BC will provide the Board with Tennis BC's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that Tennis BC and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City and Park Board having any obligation to pay monies under this Agreement. Tennis BC will indemnify the City and the Board and hold harmless the Board from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by Tennis BC in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
36. Tennis BC is hereby appointed and accepts the appointment as the "prime contractor" (as defined in the *Workers Compensation Act* (BC) for the Courts or any part of them as a "multiple employer workplace" within the meaning of that statute and as such will perform all the duties and responsibilities thereof at all times while the Courts or any part thereof are a multiple employer workplace as defined therein.

#### BOARD INFORMATION/APPROVALS

37. No reviews, approvals or inspections carried out or information supplied by the Board will derogate from the duties and obligations of Tennis BC (with respect to designs, reviews, inspections, approvals or otherwise).

## COMMUNICATION BETWEEN TENNIS BC AND BOARD

38. The Board and Tennis BC will communicate with each other, in respect of this Agreement and the Tennis BC's use of the Courts hereunder and all matters arising between them in connection therewith, through the persons they appoint to be their authorized representatives for purposes thereof (each an "Authorized Representative").
39. Each of the Board and Tennis BC will forthwith after execution of this Agreement will provide to the other in writing the name and the detailed contact information of its Authorized Representative(s) and at all times thereafter will provide timely and detailed written notice to the other of any changes thereto whenever any changes are made.

## NOTICES

40. Any notice required or permitted to be given hereunder to the Board must be delivered to it by email or by registered mail to the its address set out at the top of this Agreement and to the attention of its Manager/Director of Recreation Services.
41. Any notice required or permitted to be given hereunder to Tennis BC must be delivered to it by email to any of the jeKey Personnel or by registered mail to its address set out at the top of this Agreement.

## TERMINATION

42. The Board may terminate this Agreement without prior notice to Tennis BC if at any time if:
- a) Tennis BC has in any way breached this Agreement and has failed to rectify the breach within a reasonable time, depending on the nature of the breach, after the Board has given it a written notice of the breach and demand for rectification thereof;
  - b) Tennis BC becomes insolvent or the subject of any bankruptcy or similar proceedings;  
or
  - c) Tennis BC ceases to exist or goes out of good standing as a society incorporated under the laws of BC;
43. The Board may terminate this Agreement on not fewer than six (6) months prior written notice to Tennis BC if at any time for any reason the Board in its discretion considers it to be necessary or advisable to discontinue the arrangements provided for herein.
44. Tennis BC may terminate this Agreement without prior notice to the Board if at any time the Board has in any way breached this Agreement and failed to rectify the breach within a reasonable time, depending on the nature of the breach, after Tennis BC has given it a written notice of the breach and demand for rectification thereof.

## ASSIGNMENT

45. Tennis BC may not assign this Agreement in whole or in part to any person or organization except with the prior written consent of the Board, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, Tennis BC will be permitted

to assign this Agreement to any entity into, by or with which the business or assets of Tennis BC have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of Tennis BC, provided always that Tennis BC first provides the Board with:

- a) reasonable particulars of the transaction (permitting the Board to independently verify the nature of the transaction); and
- b) a legally enforceable covenant from the assignee confirming that it is legally bound to the Board to perform Tennis BC's obligations under this Agreement.

#### CONFIDENTIALITY

46. In connection with its use of the Courts pursuant to this Agreement, Tennis BC may obtain or have access to certain information, including, but not limited to, technical, financial and/or business information, which is confidential to the Board, and is the exclusive, world-wide property of the Board and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:

- a) information which is in, or becomes part of, the public domain, not due to Tennis BC's breach of this Agreement or Tennis BC's actions;
- b) information which was previously in Tennis BC's possession and did not originate from the Board; and
- c) information which lawfully becomes available to Tennis BC from a third party not under an obligation of confidence to the Board regarding such information.

47. Tennis BC will:

- a) not use or reproduce the Confidential Information other than as reasonably necessary in connection with its use of the Courts hereunder;
- b) not, without the prior written consent of the Board given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information in connection with its use of the Courts hereunder, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions herein; and
- c) use all precautions reasonably necessary to ensure that any and all Confidential Information coming into its possession is not used by or disclosed to any unauthorized persons.

48. If Tennis BC is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, Tennis BC shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure Tennis BC will promptly notify the Board in writing of the existence and the terms, and conditions of the required disclosure and, at the Board's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.

49. The Board is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the Board's contractors to protect all personal information collected or acquired from the Board. Tennis BC confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the Board whether as part of the Confidential Information or otherwise.
50. Tennis BC acknowledges that in the event of a breach by Tennis BC or any of its employees of their respective confidentiality obligations pursuant to this provision, damages alone would not be an adequate remedy. Tennis BC therefore agrees with the Board that, in addition to and without limiting any other right or remedy it may have, the Board will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
51. Tennis BC shall return all copies of the Confidential Information to the Board, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- a) expiry or earlier termination of this Agreement; or
  - b) written request of the Board for return of the Confidential Information;
- except that Tennis BC shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.
52. This Section shall survive the expiration or earlier termination of this Agreement.

#### NO PROMOTION OF RELATIONSHIP

53. Tennis BC will not disclose or promote its relationship with the Board, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the Board (except as may be necessary for Tennis BC to perform its obligations under this Agreement).
54. Furthermore, Tennis BC undertakes and will cause all of its Contractors to undertake not to disclose or promote its relationship with the Board in any Communications in a manner which could suggest or create an association, express or implied, between Tennis BC and the Board. Without limiting the generality of the foregoing, Tennis BC will not refer to or use any website, domain name, official emblem, logo or mascot of the Park Board or the City in any Communications, without the express prior written consent of the Board.

#### NO CONFLICT OF INTEREST

55. Tennis BC agrees that during the Term Tennis BC will not engage in any conduct which would or might put the interests of the Board or the City into conflict with the interests of any other person, whether or not a client of Tennis BC's. Without limiting the general scope of this provision and by way of example only, Tennis BC is prohibited from and will

not provide any services which assist or could be seen to be assisting any person in responding to a request for proposals or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the Board. Tennis BC now acknowledges that a breach of this provision could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

56. Tennis BC now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to Tennis BC's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- a) an elected official or employee of the Board or the City; or
- b) related to or has any business or family relationship with an elected official or employee of the Board or the City, such that there would be any conflict of interest or any appearance of a conflict of interest in respect of this Agreement or its subject matter generally.

#### INDEPENDENT CONTRACTOR

57. This Agreement is a licence agreement and Tennis BC and its Contractors, and their officers, directors, shareholders, partners, personnel, affiliates and agents are not partners, appointees, employees or agents of the Board.

58. Tennis BC will not represent to anyone that Tennis BC has any authority to bind the Board in any way or that Tennis BC is any form of Park Board representative or agent.

#### INDEPENDENT LEGAL ADVICE

59. Tennis BC acknowledges that Tennis BC has been given the opportunity to seek independent legal advice before executing this Agreement.

#### TIME FOR PERFORMANCE

60. Time shall be of the essence of this Agreement.

#### GENERAL

61. No action or failure to act by the Board shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the Board.

62. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

63. The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
64. Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
65. The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
66. This Agreement shall not be amended except as specifically agreed in writing by both the Board and Tennis BC.
67. The Board may at its option, withhold and set-off against any amount owing to Tennis BC (whether under this Agreement or otherwise) any amounts payable by Tennis BC to the Board (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the Board as a result of any other claim it may have against Tennis BC, whether such claim is at law or in equity or tort or on any other basis.
68. This Agreement shall enure to the benefit of and be binding upon the Board and Tennis BC and their respective successors and permitted assigns.
69. This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the Board and Tennis BC each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER



---

Susan Jing Su  
Category Manager, Supply Chain Management

VANCOUVER BOARD OF PARKS AND RECREATION



---

Daisy Chin  
Director of Recreation

TENNIS BRITISH COLUMBIA



---

Mark Roberts, CEO

SCHEDULE A



**From:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
**To:** "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Date:** 4/15/2020 1:40:21 PM  
**Subject:** FW: Tennis BC & Park Board Agreement

---

Almost there.

**Erica McDonald** | Manager, Recreation Services  
Hillcrest Centre  
604.257.6945  
604.379.8611 c

---

**From:** Quayle, Bruce  
**Sent:** 15 April 2020 13:36  
**To:** Li, Jessica; Collins, Tim; McDonald, Erica  
**Subject:** RE: Tennis BC & Park Board Agreement

Hi Jessica,

That's great!

You can put it into final form and forward it to Tennis BC for execution.

Let me know if there is anything else you need re this matter.

Regards,  
Bruce

---

**From:** Li, Jessica  
**Sent:** Wednesday, April 15, 2020 1:10 PM  
**To:** Quayle, Bruce; Collins, Tim; McDonald, Erica  
**Subject:** RE: Tennis BC & Park Board Agreement

Hi Bruce,

Thanks very much for your work on this contract. Mark Roberts from Tennis BC has reviewed and accepts the changes. He's been waiting for confirmation from his president, s.22(1) however he expects he'll be able to move forward and sign.

Shall I finalize the Word version you sent me and forward it to Mark? Or would you like to finalize the document?  
Here it is attached.

Thanks,

Jessica

---

**From:** Collins, Tim  
**Sent:** Thursday, April 2, 2020 1:47 PM  
**To:** Quayle, Bruce; Li, Jessica; McDonald, Erica  
**Subject:** RE: Tennis BC & Park Board Agreement

Nothing to add



**From:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
**To:** "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Date:** 9/29/2020 10:40:05 AM  
**Subject:** FW: Tennis Management contract (RFP PS20191554)  
**Attachments:** PB - COPS - Stanley Park - PK0209 - Tennis BC - 2020-06-15 - LIA - Ex.pdf  
PB - COPS - Stanley Park - PK0209 - Tennis BC - 2020-05-07 - SCA - Ex.pdf

---

Final copies for your reference, files.

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



---

**From:** Erickson, Zack  
**Sent:** Monday, September 28, 2020 12:32 PM  
**To:** Araujo, Sev  
**Cc:** McDonald, Erica; Collins, Tim  
**Subject:** RE: Tennis Management contract (RFP PS20191554)

The agreement is added into our inventory and I will work to get the agreement into SAP on the next upload. SCA is the service agreement for use of the tennis courts and LIA is the storage licence agreement for the equipment.

Did you need me to send these to anyone (city clerks will want a copy of the original not a digital copy).

Zack

---

**From:** Araujo, Sev  
**Sent:** Monday, September 28, 2020 12:23 PM  
**To:** Erickson, Zack  
**Cc:** McDonald, Erica; Collins, Tim  
**Subject:** RE: Tennis Management contract (RFP PS20191554)

Hi Zack,

Has the executed contract that Michael references been filed for the management of the courts?

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

**From:** Marousek, Michael  
**Sent:** Friday, September 11, 2020 2:34 PM  
**To:** Araujo, Sev; Sangalang, Ellen; Ma, Mary (Park Board)  
**Cc:** McDonald, Erica; Erickson, Zack; Collins, Tim  
**Subject:** RE: Tennis Management contract (RFP PS20191554)

Hi Sev,

I can confirm that the contract was executed earlier this Summer.  
Tennis BC was given a signed copy of the contract.

Have a great day,  
Michael

---

From: Araujo, Sev  
Sent: Tuesday, September 8, 2020 5:56 PM  
To: Sangalang, Ellen; Ma, Mary (Park Board); Marousek, Michael  
Cc: McDonald, Erica; Erickson, Zack; Collins, Tim  
Subject: Tennis Management contract (RFP PS20191554)

I am actually looking to ensure PB has the executed Tennis BC contract to manage the courts as per the RFP

Michael?

Zack, assuming Tennis BC storage agreement filed away in both formats

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Sangalang, Ellen  
Sent: Friday, August 28, 2020 5:08 PM  
To: Araujo, Sev  
Cc: Ma, Mary (Park Board)  
Subject: FW: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

I don't understand why you are following up. Mary already emailed you this unless you were referring to a different agreement?  
Thanks.

Ellen

---

From: Ma, Mary (Park Board)  
Sent: Friday, June 19, 2020 11:08 AM  
To: Araujo, Sev  
Cc: Sangalang, Ellen; Collins, Tim; Erickson, Zack  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Hello Sev

Please see scanned copy and let me know, if it's good enough at 600dpi.

Cheers  
Mary

---

From: Araujo, Sev  
Sent: Friday, June 19, 2020 10:52 AM  
To: Ma, Mary (Park Board)  
Cc: Sangalang, Ellen; Collins, Tim; Erickson, Zack  
Subject: Re: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

What are chances of

- 1) scanning copy at 300dpi or higher
- 2) mailing one original to Tennis BC
- 3) 2nd original into Leasing filing tray outside Tim s office

Again you're the best!!

Sev

My apologies for the brevity of my email, it is being sent from my iPhone

On Jun 19, 2020, at 10:39 AM, Ma, Mary (Park Board) <mary.ma@vancouver.ca> wrote:

\u-257 ?  
I got Shauna's signature.

Mary

---

From: Araujo, Sev  
Sent: Thursday, June 18, 2020 4:56 PM  
To: Sangalang, Ellen  
Cc: Ma, Mary (Park Board)  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

That would be ideal, but no rush as we have their signature at that's my main concern.

Shauna is not aware of this agreement and will need some context. Let me write up an email and cc everyone today

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Sangalang, Ellen  
Sent: Thursday, June 18, 2020 3:58 PM  
To: Araujo, Sev  
Cc: Ma, Mary (Park Board)  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Hi Sev,

It needs Shauna's original signature, correct? In that case, we need to get that to Shauna today. I believe she is in the office and if Mary can pass it on to her, that would be great!

---

From: Araujo, Sev  
Sent: Thursday, June 18, 2020 3:42 PM  
To: Ma, Mary (Park Board); Sangalang, Ellen  
Cc: Collins, Tim; Erickson, Zack; Marousek, Michael  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Thank you Mary!

Ellen, can you please get Shauna to sign and then we will coordinate filing in office (originals in tray on top of filing cabinet outside Tim's office), and copies to Legal, Clerks and original back to Tennis BC.

Sev Araujo  
Manager, Commercial Operations

From: Ma, Mary (Park Board)  
Sent: Thursday, June 18, 2020 2:30 PM  
To: Marousek, Michael; Araujo, Sev  
Subject: FW: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Hello Sev and Michael

Please see attachment: Tennis BC contract.

The original copies are on Ellen s desk.

Cheers  
Mary

---

From: Marousek, Michael  
Sent: Wednesday, June 17, 2020 1:15 PM  
To: Araujo, Sev  
Cc: Collins, Tim; McDonald, Erica; Ma, Mary (Park Board); Erickson, Zack  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Thank you Sev for the quick turnaround on this, hopefully we will get Tennis BC up and running by July 1 to align with our Outdoor Sports Permitting.

Will do.

Michael

---

From: Araujo, Sev  
Sent: Wednesday, June 17, 2020 12:53 PM  
To: Marousek, Michael  
Cc: Collins, Tim; McDonald, Erica; Ma, Mary (Park Board); Erickson, Zack  
Subject: RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Hi Michael,

Attached is the final agreement with your changes and typos corrected. Note effective date June 15; easier for us to track start date.

Two executed copies please. Have them either mailed or dropped off at Beach and then we will coordinate signatures and filling and copy back to Tennis BC.

Thank you for your efforts.

(email as of 12:52 pm disregard all others)

Sev

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

**From:** Marousek, Michael  
**Sent:** Friday, June 12, 2020 8:30 AM  
**To:** Araujo, Sev; McDonald, Erica  
**Cc:** Collins, Tim  
**Subject:** RE: Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)  
**Importance:** High

Thank you for the drafting up the agreement Sev.  
The Licence Agreement has been signed and I am going through the list of actions indicated in the document with Tennis BC – see attached for your records.

As for the office licence agreement, I would like to propose the following amendments:

s.13(1)



Erica, could you please review at your earliest convenience and provide your comments?

Happy Friday!!

Michael

---

**From:** Araujo, Sev  
**Sent:** Thursday, June 11, 2020 6:21 PM  
**To:** Marousek, Michael  
**Cc:** McDonald, Erica; Collins, Tim  
**Subject:** Tennis BC 3 year Storage Licence and Tennis Management contract (RFP PS20191554)

Hi Michael,

Attached is a licence agreement I came up with for Tennis BC for room 142 at 8901 Stanley Park Drive (Schedule A) based on the agreement Legal did last Fall for SPTC in Room 124A in the same building. I put in an effective date of July 1 2020 ending May 31 2023 assuming it mimics the SP Tennis Court Management Contract. Please review with Erica and let me know of any changes you may want.

I haven't seen an executed contract for the court management contract yet and assuming its executed (?). If you haven't sent it to Tim we need it for PB files so we can also tie it to attached *(Tim please action for follow up, if you haven't already)*

Waiting for REFM to get Locksmith to create 4 sets of keys; hopefully next week

Thank you

Sev

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

**From:** Marousek, Michael

Sent: Thursday, June 11, 2020 2:41 PM  
To: Araujo, Sev  
Subject: RE: questions

I appreciate it Sev.

I am trying to stay ahead of this as Tennis BC is hoping to start on July 1 (if we get the green light from BPOC to restart permitting) and there are several items in the license agreement I need to execute before they can start.

Let me know if you have any updates for me.

Have a nice day,  
Michael

---

From: Araujo, Sev  
Sent: Wednesday, June 10, 2020 5:44 PM  
To: Marousek, Michael  
Subject: RE: questions

Hi Michael,

I have been dealing with some other things. I blocked off time for this tomorrow. Sorry

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Marousek, Michael  
Sent: Wednesday, June 10, 2020 3:36 PM  
To: Araujo, Sev  
Subject: RE: questions

Hi Sev,

Hope you are well.

Do you have any updates on the below agreement?  
Any luck getting the key back?

Have a nice day,  
Michael

---

From: Marousek, Michael  
Sent: Friday, June 5, 2020 4:51 PM  
To: Araujo, Sev  
Cc: Collins, Tim  
Subject: RE: questions

Hi Sev,

Here is the info you need to create the agreement for the room that wasn't captured in the License Agreement.

1. Our legal entity & address are: Tennis British Columbia, 200-112 3<sup>rd</sup> Ave., Vancouver, BC V5T 1C8
2. Term: 3 year term starting on May 7, 2020

3. Proposed use: The space in question will be used as our Tennis BC office space. We would need to have occupancy of this space year round if possible in order to store our supplies and equipment there during the off season.

More specifically we would use the space for:

1. Office area/work space for our day to day employee to use
2. Check in area for court participants, particularly if they require assistance with our online platform
3. Office & meeting area for Tennis BC team members & coaches working at Stanley Park
4. It will house our computer/phone/IT equipment which will need to be locked up after hours
5. It will house our coaching supplies such as tennis balls, hoppers, baskets, racquets, mini-nets, etc.
6. It will house our cleaning supplies for the courts also, sweeper, disinfecting supplies, etc.

Let me know if you need anything else.

When do you think you could have the agreement drafted and the key for the room?

They will want to align with our proposed start for permitted outdoor activities on July 1 (confidential).

Have a great weekend,  
Michael

---

From: Araujo, Sev  
Sent: Monday, June 1, 2020 3:11 PM  
To: Marousek, Michael  
Cc: Collins, Tim  
Subject: RE: questions

Hi Michael,

I'm waiting to hear back from Doug by end of the week, If not I will get locksmith out

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427 hael,

Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Marousek, Michael  
Sent: Monday, June 01, 2020 11:17 AM  
To: Araujo, Sev  
Subject: RE: questions

Hi Sev,

I am waiting to receive the information you requested from Tennis BC.

I would like to see the storage room – did you get the key yet?

Michael

---

From: Araujo, Sev  
Sent: Wednesday, May 20, 2020 4:00 PM  
To: Marousek, Michael; Collins, Tim  
Cc: McDonald, Erica  
Subject: RE: questions

Ok

Need

- Legal entity and address
- Term
- Use

Please refer to document I sent you and note its not VTA, its SPTC

**Sev Araujo**  
**Manager, Commercial Operations**  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

**From:** Marousek, Michael  
**Sent:** Wednesday, May 20, 2020 10:42 AM  
**To:** Araujo, Sev; Collins, Tim  
**Cc:** McDonald, Erica  
**Subject:** RE: questions

That sounds great Sev.

Will you go ahead and create license agreement? Can you estimate how long it may take so I can brief Tennis BC accordingly?

I don't think they need to pay for the space. The VTA got a slightly larger space for \$1. That may be the right way to go about it.

The keys can be dropped off at Creekside.

Michael

---

**From:** Araujo, Sev  
**Sent:** Wednesday, May 20, 2020 10:38 AM  
**To:** Marousek, Michael; Collins, Tim  
**Cc:** McDonald, Erica  
**Subject:** RE: questions

s.13(1)

A large rectangular area of the document has been redacted with a solid grey box. The text 's.13(1)' is visible in red at the top left of this redacted area.

Just need to know if they will pay for space and the dates they are allowed to use space. We can turn it around pretty quickly and Shauna will need to sign

I will need to get keys from original contractor. Where do you want them dropped off

**Sev Araujo**  
**Manager, Commercial Operations**  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

**From:** Marousek, Michael  
**Sent:** Wednesday, May 20, 2020 10:23 AM  
**To:** Araujo, Sev; Collins, Tim  
**Cc:** McDonald, Erica

Subject: RE: questions

Hi Sev,

Approved and executed contract - yes. Insurance – not yet; however, I can request it.  
Site visit would help us confirm the room is available, cleared out, and meant for Tennis BC as specified in the RFP.  
As Tim said, we would then want to amend the License Agreement to capture this.

Michael

---

From: Araujo, Sev  
Sent: Wednesday, May 20, 2020 10:18 AM  
To: Marousek, Michael; Collins, Tim  
Cc: McDonald, Erica  
Subject: RE: questions

Do you have an approved, executed contract and insurance?

Sev Araujo  
Manager, Commercial Operations  
Vancouver Park Board, City of Vancouver  
o. 604 257 8436 / f. 604 257 8427  
Email: [Sev.Araujo@vancouver.ca](mailto:Sev.Araujo@vancouver.ca)

---

From: Marousek, Michael  
Sent: Wednesday, May 20, 2020 10:15 AM  
To: Collins, Tim; Araujo, Sev  
Subject: RE: questions

Is one of you available for a site visit today? I am at Creekside and can swing by any time.  
One other question – can I get keys for the room so Tennis BC can start moving in.

Michael

---

From: Collins, Tim  
Sent: Wednesday, May 20, 2020 9:41 AM  
To: Marousek, Michael  
Subject: Re: questions

I believe so, a site visit may be in order to confirm and can amend accordingly  
Sev was handling the SP building items  
Tim

Sent from my iPhone

On May 20, 2020, at 9:33 AM, Marousek, Michael <[Michael.Marousek@vancouver.ca](mailto:Michael.Marousek@vancouver.ca)> wrote:

\u-257 ?  
Tim,

I find an old email that shows VTA should occupy room 124A.  
Can you please confirm this?  
Shall I assume that if this is correct, Tennis BC can occupy room 142?

Michael

---

From: Collins, Tim

City of Vancouver - FOI 2021-120 - Page 741 of 874

Sent: Wednesday, May 20, 2020 9:25 AM  
To: Marousek, Michael  
Subject: RE: questions

Hello Michael,

Room 142, of the drawing attached, I believe VTA is occupying a portion of the area as well.

Tim

---

From: Marousek, Michael  
Sent: Tuesday, May 19, 2020 2:59 PM  
To: Collins, Tim  
Subject: RE: questions

Sounds good Tim, please let me know when you hear back – hopefully by 9am tomorrow.  
I do recall meeting with the VTA to sign an agreement for one of the two rooms.

M

---

From: Collins, Tim  
Sent: Tuesday, May 19, 2020 11:02 AM  
To: Marousek, Michael  
Subject: RE: questions

Checking with Sev on this as SP Brewing is his item, also, I believe the other tennis group is also using the space as well.

Tim

---

From: Marousek, Michael  
Sent: Tuesday, May 19, 2020 10:14 AM  
To: Collins, Tim  
Subject: RE: questions  
Importance: High

Hi Tim,

Please see Erica's and Jessica's comments attached to this email.  
I have a meeting with Mark (Tennis BC) tomorrow at 9.30am so I am trying to collect all pertinent information.

Does the room Erica is referring to exist and available for the SP Tennis Courts lease holder?

Michael

---

From: Collins, Tim  
Sent: Friday, May 15, 2020 10:51 AM  
To: Marousek, Michael  
Subject: RE: questions

See comments in Blue below

---

From: Marousek, Michael  
Sent: Thursday, May 14, 2020 4:11 PM  
To: Collins, Tim  
Subject: RE: questions

Thank you Tim!  
I added a few comments in GREEN.

Still feel like it's my first month in this position every time I dive into another specific area...

M

---

From: Collins, Tim  
Sent: Thursday, May 14, 2020 9:11 AM  
To: Marousek, Michael  
Subject: RE: questions

See comments in RED

---

From: Marousek, Michael  
Sent: Wednesday, May 13, 2020 3:32 PM  
To: Collins, Tim  
Subject: RE: questions

Hi Tim,

Would you be able to make comments/notes in an email today or tomorrow and then we can decide if we should follow up with a phone call?

Michael

---

From: Collins, Tim  
Sent: Wednesday, May 13, 2020 3:26 PM  
To: Marousek, Michael  
Subject: RE: questions

Hey Michael,

My apologies for the delay in getting back to you, when would you like to discuss this?

Tim

---

From: Marousek, Michael  
Sent: Monday, May 11, 2020 4:39 PM  
To: Collins, Tim  
Subject: FW: questions

Hi Tim,

Can you please help me answering some questions in Mark's email below?  
Tennis BC has officially been awarded the contract.  
I am planning a conference call with Mark on Wednesday and am wondering if you and I could connect on Wednesday?

Thank you,  
Michael

---

From: Mark Roberts [mailto:mroberts@tennisbc.org]  
Sent: Monday, May 11, 2020 1:40 PM  
To: Marousek, Michael  
Cc: Sarah Kadi; Rosemary Erb  
Subject: [EXT] questions

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

Hi Michael

I hope you had a nice weekend and enjoyed the weather.

I understand the tennis courts were packed which is great as long as the rules were followed.

As we now prepare to open our Hub at Stanley Park we need to get on site to see what is available to us. We have some urgency to these questions as we prepare our set up and storage and emergency preparation requirements.

Please see this list and advise me how best to proceed:

1. Access to the small office on site (is it locked currently and who has the keys for us?) (Is this the space under the SP Brewing Building?) I suppose it is – I have never been on the premises (beyond the tennis courts). I haven't seen anything regarding this space in the License Agreement though. Are they supposed to get access to it?  
Not sure why they are asking about it was it in the proposal?, Jessica can confirm
2. A list of contacts from the park board and city for a variety of requirements we might have Would it be safe to say that my position is the main contact and I can then channel requests to Guy and John? I would prefer to know what is happening if I am to oversee the Agreement. What's Guy's title/department? Supervisor of Parks Maintenance
  - various emergency issues Guys Pottinger / John Odong
  - animal issues Guys Pottinger / John Odong
  - court cleaning, safety, repairs Guys Pottinger / John Odong
3. Signage removal (current) and approval process for new signage (Erin Embly, Emily Dunlop, Doug Shearer) – is this the Planning team? Why are they in charge of signage? Should Comms not be included? Would it be John's team that would physically remove the outdated signage? The staff above are planning and development and area part of the SP strategy team.
4. Storage unit approvals Guys Pottinger / John Odong / Amit (however this is unlikely to be approved other than for the tournament) Ok.
5. Any documentation that we might need on site.(not sure what this is asking?, I would defer this to Parks Ops and Recreation) I will clarify with Mark.

I know you are very busy so hopefully there is someone who can work with us directly and I don't need to bother you.

Regards  
Mark

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org) [tennisbc.org]  
604 737 3086 #9

<image001.jpg>

<mime-attachment>

---

## LICENCE AGREEMENT

TENNIS STORAGE  
WITHIN A PORTION OF THE STANLEY PARK BREWING BUILDING  
SITUATE AT 8901 STANLEY PARK DRIVE (THE "BUILDING")

THIS LICENCE AGREEMENT is effective as of June 15, 2020 (the "Commencement Date"),

**BETWEEN:**

CITY OF VANCOUVER,  
as represented by its Board of Parks and Recreation  
2099 Beach Avenue  
Vancouver, British Columbia  
V6G 1Z4

(the "Park Board")

**AND:**

TENNIS BC (SOCIETY),  
having offices at  
200 -112 3<sup>rd</sup> Ave  
Vancouver, British Columbia  
V5T 1C8

(the "Licensee")

**LICENCE** That portion of the Building as shown on Schedule "A" and labelled "Rm 142 Exterior Storage Area: 109 sf" (the "Licence Area"). The Building is situated on a portion of those lands (the "Lands") commonly known as Stanley Park and legally described as:

Parcel Identifier: 016-019-067  
Legal Description: Stanley Park, title number 863701

**TERM:** Two (2) years, six (6) months and sixteen (16) days, from the Commencement Date to December 31, 2022, subject to earlier termination as provided herein.

**LICENCE FEE:** \$1.00

## WHEREAS:

- A. The City of Vancouver is the lessee of Stanley Park pursuant to a perpetually renewable lease registered in the Vancouver/New Westminster Land Title Office under No. 22096H;
- B. Pursuant to the *Vancouver Charter*, Stanley Park has been designated as permanent public park and the Park Board has exclusive jurisdiction and control thereof;
- C. The Licensee wishes the Park Board to grant it a licence over the Licence Area for the purpose of its operations and the storing of goods, equipment and supplies as it relates to the management of the Stanley Park tennis courts under contract as per RFP PS20191554 "Provision of Stanley Park Tennis Court Management" (the "**Purpose**");

NOW THEREFORE THIS AGREEMENT WITNESSES THAT that in consideration of the mutual covenants and agreements hereinafter reserved and contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the Park Board and the Licensee covenant and agree with each other as follows:

#### 1. GRANT OF LICENCE

Subject always to the terms and conditions of this Licence Agreement, the Park Board, to the extent it has legal authority to do so but not otherwise, hereby grants to the Licensee a non-exclusive Licence to use the Licence Area for the Purpose for a term of two(2) years, six(6) months and sixteen (16) days commencing on and including the Commencement Date, to and including December 31, 2022 (the "**Term**"), subject to earlier termination as herein provided.

#### 2. LICENCE FEE

The Licensee will pay a fee to the Park Board for the licence granted in Section 1 in the amount of ~~\$17(1)~~ Note Section 9 of this Agreement.

#### 3. RESTRICTIONS ON HOURS OF OPERATION

The Licensee shall only exercise its rights under this Agreement on the days and times permitted by the applicable City of Vancouver by-laws.

#### 4. INSURANCE

The Licensee will obtain and maintain during the Term the following types of insurance:

- (a) Commercial General Liability (CGL) insurance with a limit of not less than five million dollars (\$5,000,000) for loss, damage, injury or death arising out of any one occurrence. The policy will indemnify and protect the City of Vancouver and the Vancouver Board of Parks and Recreation and their respective servants and agents against all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays) ("**Losses**") including all claims for any loss, damage, injury or death to any person or persons and for damage to any public or private property occurring within or about the Lands, the Building or the Licence Area arising by virtue of the Licensee's occupation and/or use of the Licence Area;
- (b) All Risks Course of Construction/Builder's Risk Insurance, if deemed appropriate by the Licensee;

- (c) All Risk Contractor's Equipment or Property Insurance covering all equipment owned or rented by or on behalf of the Licensee, for all risks of loss or damage with coverage sufficient to allow for immediate replacement,

and the Licensee will provide the Park Board with satisfactory proof of such coverage prior to commencement of the Term. The Licensee will ensure that the insurance set out above:

- (e) shall not be cancelled or endorsed to reduce the coverage limit without thirty (30) days' prior notice in writing to the Park Board. Should the policy be endorsed to restrict coverage midterm, notice of such restriction will be provided in writing to the Park Board no later than the effective date of such change;
- (f) if property insurance (as opposed to liability) insurance, contain a waiver of subrogation in favour of the Park Board and its employees and agents;
- (g) with respect to Commercial General Liability (CGL) insurance, specifically name the City of Vancouver and the Vancouver Board of Parks and Recreation as additional insureds;
- (h) be issued by a company or companies authorized to issue insurance policies in British Columbia;
- (i) be primary insurance with respect to all claims arising out of the operations of the Licensee and any insurance or self-insurance maintained by the Park Board shall be in excess of this insurance and shall not contribute to it; and
- (j) be issued on a policy form acceptable to the City's Chief Risk Officer and contain such other terms and conditions satisfactory to the City's Chief Risk Officer.

## 5. USE

The Licensee shall use the Licence Area for the Purpose and for no other purpose whatsoever.

## 6. REGULATIONS AND BY-LAWS

The Licensee shall, at its own expense, comply with and abide by all laws, by-laws and lawful orders which touch and concern the Licence Area, the Building and the Lands.

## 7. NO ASSIGNMENT

The rights granted to the Licensee hereby are personal to the Licensee and the Licensee may not assign, licence, part with, mortgage, encumber or otherwise transfer these rights without the prior written consent of the Park Board, which consent may be unreasonably or arbitrarily withheld.

## 8. LICENCE AREA LICENSED "AS IS"

The Licensee acknowledges that the Park Board has made no representations or warranties as to the state of repair of the Licence Area, the Building or the Lands, the safety of the Licence Area, the Building or the Lands, the location of any utilities or Park Board works thereon, the stability or state of the soil thereon, or the suitability of the Licence Area, the Building or the Lands for any business, activity or purpose whatsoever. The Park Board shall not be obliged to furnish any services or facilities or to make repairs or alterations in or to the Licence Area.

## 9. UTILITIES, SERVICES AND FUTURE MAINTENANCE

The Licensee shall be responsible for all directly metered utilities and services provided to the Licence Area (if any), and shall pay the Parks Board twenty five dollars (\$25.00) per month towards the cost of shared utilities and services used in or supplied to the Licence Area as well as the cost of future maintenance of the Licence Area.

## 10. LICENSEE'S COVENANTS

During the Term the Licensee shall, at the Licensee's cost:

- (a) not permit or suffer waste or injury to the Licence Area, the Building, the Lands or any part thereof and shall not use or occupy or permit to be used or occupied the Licence Area or any part thereof for any unlawful purpose;
- (b) assume responsibility for the day-to-day maintenance of the Licence Area;
- (c) not carry out or cause to be carried out any additions, renovations, redecorations or alterations to the Licence Area without the Parks Board's prior written consent, which may be arbitrarily withheld;
- (d) maintain the Licence Area in a sanitary, neat, tidy and safe condition and free from nuisance at all times;
- (e) not release, dump, spill, store or place, or allow to be released, dumped, spilled, stored or released on or in the Licence Area, the Building or the Lands any waste or hazardous waste (as defined in the *Environmental Management Act* (British Columbia), as amended), or any toxic substance (as defined in the *Canadian Environmental Protection Act, 1999* (Canada), as amended) or any matter which the British Columbia Ministry of Environment considers a risk to the environment or to human health;
- (f) if the Licensee contravenes Section 10(e) above, cleanup any Contaminants which the Licensee released or permitted to be released on or in the Lands, the Building or the Licence Area contrary to Section 10(e) to the satisfaction of the Park Board;
- (g) repair any damage caused to the Licence Area, the Building or the Lands by the Licensee or any person for whom it is responsible at law to the satisfaction of the Park Board; and
- (h) not, for any reason, use, occupy or obstruct any area of the Lands or the Building outside of the Licence Area, including any sidewalk or pathway, without the prior written consent of the Park Board.

## 11. INDEMNITY

The Licensee shall release, indemnify and save harmless the Park Board and its officials, officers, agents and employees from all costs, losses, damages, builder's liens, compensation and expenses of any nature whatsoever relating to or arising from the Licensee's occupation and/or use of the Licence Area and from all actions, claims, demands, suits and judgments against the Park Board or its officials, officers, agents and employees on account of injury or death occurring in or about the Licence Area, damage to or loss of property occurring in or about the Licence Area, builders liens arising from the work of the Licensee or relating to or arising from the Licensee's occupation and/or use of the Licence Area (including claims under the *Occupier's Liability Act*).

**12. DEFAULT**

If the Licensee breaches any provision of this Agreement and fails to remedy the same within five (5) business days of receipt of notice from the Park Board (or, in the case of emergencies, immediately), the Park Board may immediately terminate this Agreement.

**13. RESTORATION**

Prior to the end of the Term of this Agreement, the Licensee shall restore the Licence Area to the condition it was in, suitable for its use, immediately prior to the commencement of the Term to the satisfaction of the Park Board.

**14. EARLY TERMINATION**

The parties hereto agree that the Licensee may, at any time during the Term, terminate this Agreement and the licence granted hereby upon giving the Park Board five (5) days' written notice. Upon notice of termination being given, this Agreement and the licence granted hereby shall terminate at the end of such five (5) day period and the Park Board shall be entitled to re-enter the Licence Area and re-take possession in the same manner and to the same extent as if the Term had been determined by effluxion of time.

**15. BUILDER'S LIENS**

The Licensee shall not permit any builders or similar liens, charge or encumbrance to be registered on title to the Lands. If any such liens, charge or encumbrance are registered on title to the Lands, the Licensee shall immediately pay into court or otherwise the amount required to discharge same.

**16. TIME IS OF THE ESSENCE**

Time shall be of the essence of this Agreement, save as herein and otherwise provided.

**17. PARK BOARD'S REMEDIES ARE CUMULATIVE**

The remedies provided to the Park Board herein are cumulative and are in addition to any remedies to the Park Board available at law or in equity including injunctive relief. No remedy shall be exclusive and the Park Board may have recourse to any or all remedies simultaneously or at various times.

**18. DELIVERY OF NOTICES**

Any notice required to be given hereunder may be delivered as follows:

- (a) to the Park Board:

City of Vancouver  
c/o Park Board Head Office  
2099 Beach Avenue  
Vancouver, BC V6G 1Z4

Attention: Director, Recreation

- (b) to the Licensee:

Tennis BC (Society)  
200 - 112 3<sup>rd</sup> Ave.  
Vancouver, BC V5T 1C8

Attention: Chief Executive Officer

#### **19. HEADINGS**

The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope or meaning of this Agreement or any provisions thereof.

#### **20. RELATIONSHIP**

It is the express intention of the Park Board and the Licensee that the granting of this licence will not create between the Park Board and the Licensee a landlord and tenant relationship. It is specifically agreed that this Agreement does not grant an interest in land to the Licensee.

#### **21. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

#### **22. PERMANENT PUBLIC PARK**

Notwithstanding anything contained in this Agreement, if the Licence Area ceases to be a permanent public park pursuant to section 488 of the *Vancouver Charter*, then this Agreement and the licence granted hereunder will be terminable at the option of the Park Board but all obligations of the Licensee up to the date of any such termination will survive such termination. Upon termination pursuant to this Section 22, at the option of the Licensee and subject to any required approval of Vancouver City Council or the Park Board, the Park Board may enter into a separate licence agreement with the Licensee on the same terms and conditions of this Agreement, including the prorated licence fee, for the remaining balance of the Term. Should the Licensee not exercise its option to enter into such licence agreement, any licence fee paid to the Park Board hereunder will be prorated and the fees for the remaining balance of the Term will be returned to the Licensee.

#### **23. NO INTEREST IN LAND**

The licence granted in this Agreement will not be construed as creating any interest in land whatsoever.

#### **24. NON-DEROGATION**

Nothing contained or implied in this Agreement will derogate from the obligations of the Licensee under any other agreement with the Park Board or prejudice or affect the Park Board's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the Park Board under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Lands and the Building as if this Agreement had not been executed and delivered by Licensee and the Park Board.

#### **25. INDEPENDENT LEGAL ADVICE**

The Licensee confirms that it has obtained independent legal advice before executing this Agreement.

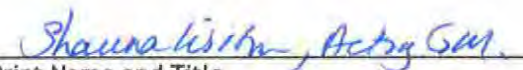
**26. COUNTERPARTS**

This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the parties and transmitted electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

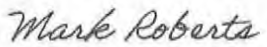
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER, as represented by  
the Vancouver Board of Parks and Recreation,  
by its authorized signatory:

  
Signature - Authorized Signatory

  
Print Name and Title

TENNIS BC (SOCIETY),  
by its authorized signatory:

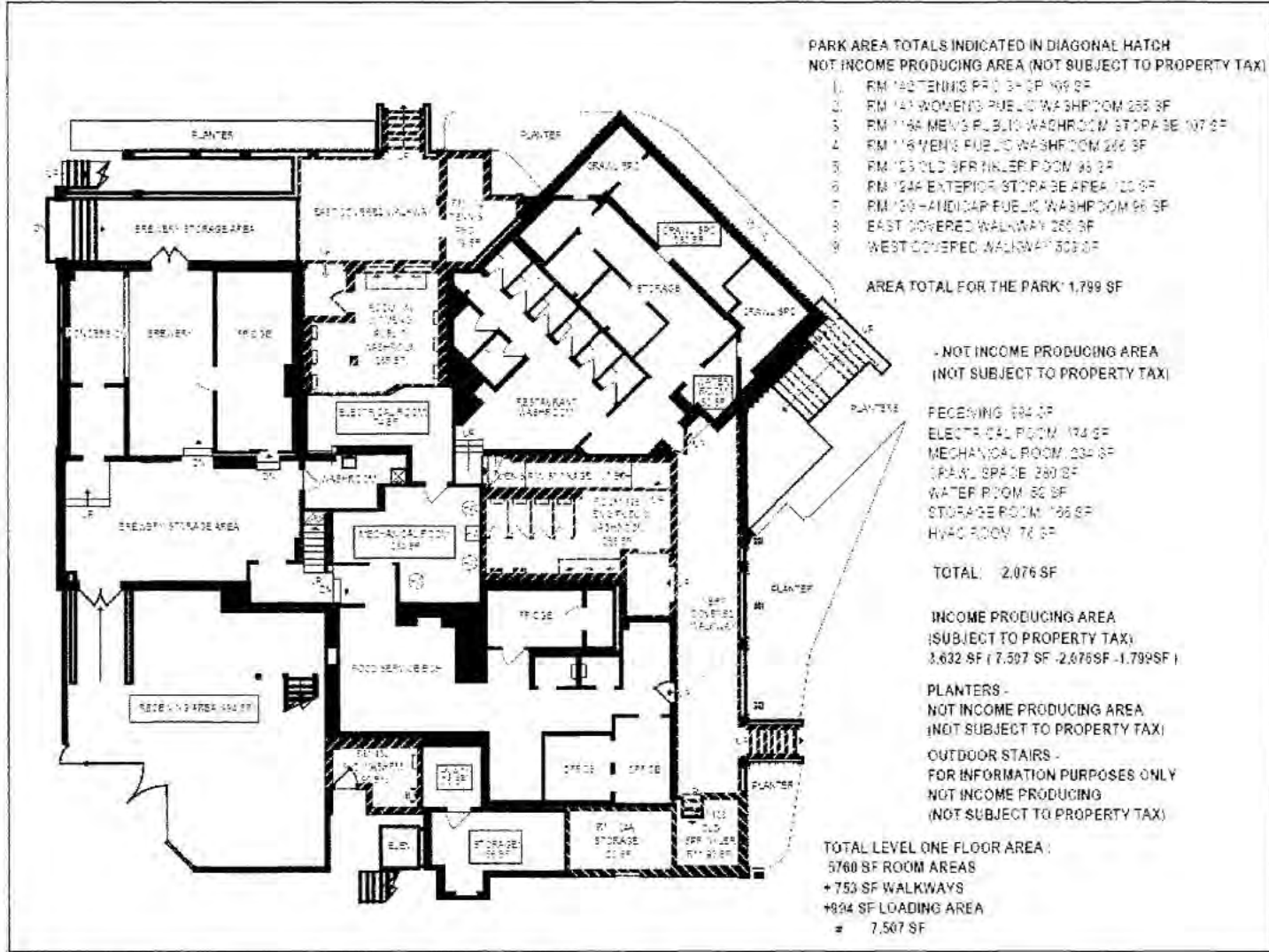
  
Signature - Authorized Signatory

Mark Roberts CEO  
Print Name and Title

\_\_\_\_\_  
Signature - Authorized Signatory

\_\_\_\_\_  
Print Name and Title

SCHEDULE A  
LICENCE AREA



## TENNIS COURTS USE AGREEMENT

THIS AGREEMENT is dated for reference May 7, 2020.

BETWEEN:

VANCOUVER BOARD OF PARKS AND RECREATION  
2099 Beach Avenue  
Vancouver, B.C.  
V6G 1Z4

(the "Park Board")

AND:

TENNIS BRITISH COLUMBIA  
200 - 112 East 3<sup>rd</sup> Avenue  
Vancouver, B.C.  
V5T 1C8

("Tennis BC")

WHEREAS:

- A. Pursuant to the *Vancouver Charter* S.B.C. 1953 c. 55, the Board has jurisdiction over and control of City parks.
- B. Tennis BC is a non-profit organization incorporated under the laws of British Columbia that provides a wide range of tennis related services for the promotion and support of and public participation in recreational and competitive tennis in British Columbia.
- C. In the latter part of the year 2019, the City, for the Board, issued its Request for Proposals No. PS20191554 (the "RFP") inviting proposals from qualified proponents for the commercial use of certain tennis courts situated in the City's Stanley Park (the "Park").
- D. Tennis BC submitted a written proposal in response to the RFP, and, after evaluation of proposals received, the Board has authorized an agreement as set out herein between it and Tennis BC in respect of the subject matter of the RFP.

THEREFORE, in consideration of the mutual covenants and promises made by the Parties and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### INTERPRETATION

- 1. In this Agreement, including the recitals, schedules and appendices to this Agreement, the following words and terms, unless the context otherwise requires, shall have the meanings set out below:
  - a) "Agreement" means this written contract, including all schedules, appendices,

exhibits and other documents, records and other materials annexed to it and incorporated into it by reference;

- b) "Base Rental Fees" means the minimum amount Tennis BC is to pay the Board hereunder in Rental Fees in each Tennis Season respectively;
- c) "City" means the City of Vancouver, British Columbia;
- d) "Confidential Information" has the meaning given below herein;
- e) "Contract Documents" means the documents of which this Agreement is comprised, including the main body hereof and all schedules, appendices and other documents and materials as may be annexed to it and all documents, records and other materials which by reference may be incorporated into this Agreement, including the RFP and the Proposal;
- f) "Contractor" has the meaning given below herein and, without limitation to that, includes all their subcontractors;
- g) "Courts" means courts 1 to 6, as shown in bold black outline in Schedule A hereto, of the 17 tennis courts situated together in the most southerly part of the Park, near the Beach Avenue entrance to it;
- h) "Gross Revenue" means the sum total of all monetary revenues from Tennis BC's use of the Courts hereunder without deduction or set-off of any kind, but net applicable taxes, including without limitation:
  - i) the total of all monetary payments charged to and payable by Users to Tennis BC for Tennis Services; and
  - ii) the total of all insurance proceeds paid to Tennis BC for Tennis Services revenues lost because of business interruption or other casualty, risk or event;
  - iii) but excluding gratuities/tips that Users may give to Tennis BC Personnel in connection with Tennis Services provided;
- i) "Key Personnel" means Tennis BC's key personnel, as identified in the Proposal, performing executive, managerial, operational and administrative functions in its use of the Courts hereunder and its performance of the Tennis Services;
- j) "Park Board Personnel" means the Board's elected and appointed officers, officials, employees, agents, contractors and their subcontractors, and volunteers;
- k) "Proposal" means Tennis BC's proposal submitted to the Board in response to the RFP, now hereby incorporated by reference into this Agreement;
- l) "Rental Fees" has the meaning given below herein;
- m) "RFP" has the meaning given above herein, now hereby incorporated by reference into this Agreement;
- n) "Tennis BC Personnel" means Tennis BC's officers, officials, directors, employees,

agents and Contractors involved in any way directly or indirectly in its use of the Courts hereunder;

- o) "Tennis Season" means the period approximately May 1 to September 30 in each year of the Term;
  - p) "Tennis Services" means tennis services to be offered and provided on a fees-for-use basis to members of the public and to organizations as described in the RFP and the Proposal;
  - q) "Term" means the period beginning on the Effective Date and ending on December 31, 2022, and includes any extensions thereto made pursuant to this Agreement;
  - r) "Users" means the individuals and organizations purchasing Tennis Services from Tennis BC and thereby by using the Courts through Tennis BC in its use of the Courts pursuant to this Agreement, and "User" is the singular thereof.
2. In this Agreement, terms such as "herewith", "herein", "hereof" and "hereby" refer to this Agreement in its entirety.
3. The Contract Documents are complementary and what is called for by any one will be as binding as if called for by all. In the event of any conflict or inconsistency between or among any of the Contract Documents, they will be interpreted in the following order of priority or preference:
- a) this main body contract document;
  - b) the RFP; and
  - c) the Proposal.

#### USE OF THE COURTS

4. Subject to this Agreement, the Board hereby grants to Tennis BC;
- a) the exclusive right to use the Courts at all times in each Tennis Season during the Term for the purpose of providing the Tennis Services there in accordance with the Contract Documents; and
  - b) subject to such further terms and conditions as the Board may require, the non-exclusive right to use such other areas and/or premises within the Park as the Board in writing may explicitly permit from time to time during the Term for purposes supporting and connected directly with Tennis BC's use of the Courts hereunder.
5. By further written agreement, the Parties may extend the Term on an annual basis for up to two (2) additional and consecutive calendar years, in which case, except as otherwise agreed in writing between the parties in connection therewith, the terms and conditions of this Agreement will apply in all respects to the Term as thereby extended.
6. By further written agreement made between them at any time during the Term, the Board and Tennis BC may from time to time modify the definition of the term "Courts" as used herein so that:

- a) certain other additional Park Board controlled tennis courts in the City of Vancouver are to be included within its meaning, after which all such additional tennis courts so included therein will thereby be subject to this Agreement; or
  - b) certain tennis courts previously included within its meaning are thereafter to be excluded therefrom, after which, except to the extent explicitly provided for herein, such excluded tennis courts will no longer be subject to this Agreement.
7. Tennis BC represents and warrants that it possesses the necessary skills, knowledge, qualifications and experience to use the Courts for the purposes provided for herein competently and to the reasonable satisfaction of the Board.
8. Without limitation to anything else in this Agreement, and in exchange for the rights granted to it hereunder for use of the Courts, Tennis BC, in its use of the Courts and such other areas and/or premises within the Park as the Board may from time to time permit hereunder, will:
- a) use the Courts and such other areas and/or premises only for purposes of providing the Tennis Services at the Courts in accordance herewith;
  - b) use the Courts and such other areas and/or premises in conformity with all laws, regulations, bylaws and other legal requirements of all levels of government and all regulatory authorities applicable to its use of the Courts hereunder;
  - c) exercise and use the degree of care, skill and diligence normally applied in the performance of services of the kind or similar to the Tennis Services;
  - d) not to in any way adversely impact or interfere with Board activities within the Park or with public use of any other parts of the Park;
  - e) take reasonable steps, including the conduct of background and police checks, to ensure that all Tennis BC Personnel participating in its use of the Courts hereunder are of good character and adequately trained, qualified and competent to perform the duties assigned to them therein and that they are not in any way dangerous to any Users or any class of Users;
  - f) actively, efficiently, effectively and comprehensively make use of the Courts hereunder at all times during and throughout each Tennis Season so that the Courts are used to the fullest extent reasonably possible in relation to the level(s) of User demand available for the Tennis Services and taking into account adverse weather conditions reasonably affecting the Courts' playability;
  - g) at all times, without exception, charge and collect from Users in advance, for Tennis Services to be provided to them, fees in prescribed amounts to be set in advance at competitive market rates;
  - h) prior to the commencement of each Tennis Season, deliver to the Board a comprehensive written list of the various fees it proposes to charge for the Tennis Services during the upcoming Tennis Season and thereafter during each Tennis Season provide the Board with prior written notice of any variations from or changes to the fees it will charge for any such services and the reasons therefor;

- i) not do or cause anything to be done at any time which could allow any lien, certificate of pending litigation, judgment or certificate of any court or any mortgage charge, conditional sale agreement, personal property security interest or encumbrance of any nature to be imposed or to remain on title to the Park or any other Board or City property;
  - j) do all things reasonably necessary to ensure that the Courts are kept in good playing condition at all times during each Tennis Season during the Term, including keeping the Courts clean, neat, tidy and free of nuisance at all time therein and immediately providing the Board with written notice of any repairs or other work or things of the kind falling within its Courts related areas of responsibility hereunder are reasonably required in order to put the Courts back into or keep them in good and playable condition at all times;
  - k) provide all personnel and all tennis play, instructional and event related equipment and things, such as balls, racquets and racquet stringing equipment, ball machines, ball collection devices, umpire chairs, scoring devices and other things, as may be reasonably necessary for provision of the Tennis Services in accordance with this Agreement; and
  - l) at the end of each Tennis Season during the Term, leave the Courts and all other Board premises, property, fixtures and things which are subject to this Agreement in good and undamaged condition, subject to reasonable wear and tear.
9. Tennis BC may post signage at and/or near the Courts regarding the Tennis Services, but always subject to the Board's prior written approval regarding location and appearance.
10. In its use of the Courts hereunder, Tennis BC may, with prior written approval from the Board, sell and/or rent, as the case may be, at reasonable market rates, tennis-racquets and balls and related services, such as racquet stringing and repair services, as part of the Tennis Services.

#### CONTRACTORS

11. Tennis BC may, at its expense, engage contractors and/or volunteers (in each case a "Contractor") to perform services for it in its use of the Courts hereunder, but only for specific functions or tasks therein, such as, for example, tennis coaching, court supervision, equipment handling, Courts maintenance, event related staging and volunteering or accounting, and it may not under any circumstances engage any Contractor(s) to perform all or substantially all of the managerial, operational, supervisory and administrative functions involved in Tennis BC's use of the Court hereunder.
12. Tennis BC will administer, coordinate, and manage all services provided by Contractors in connection with Tennis BC's use of the Courts hereunder, and will assume full responsibility to the Board for all work performed by the Contractors in relation to the Tennis Services and will pay all fees and disbursements of all Contractors.
13. Nothing in this Agreement will create any contractual relationship between a Contractor and the Board, and Tennis BC will ensure that all its Contractors understand and acknowledge in writing that they will participate in Tennis BC's use of the Courts

hereunder solely pursuant to their relationship with Tennis BC and that they have no contractual relationship of any kind with the Board or the City in connection therewith.

#### PERSONNEL CHANGES

14. Except for any substitutions required by circumstances not within its reasonable control, Tennis BC will not make Key Personnel changes without providing detailed prior written notice thereof to the Board.
15. For the purposes of the preceding paragraph, the phrase, "substitutions required by circumstances not within its reasonable control", means substitutions required by illness, death, injury, pregnancy, medical leave, or termination of employment or contract, but expressly excludes situations where the Key Personnel member is called upon to perform services for another client of Tennis BC, its Sub-contractor or their affiliates.
16. The Board may at any time during the Term, if it reasonably believes that any particular Tennis BC Personnel, including Key Personnel and Contractors, should not or should no longer be permitted to participate in Tennis BC's use of the Courts hereunder, the Board may, in writing, with reasons stated, make a request to that effect, in which case, Tennis BC will make commercially reasonable efforts to comply with the Board's request or will take all reasonable steps to address to the Board's satisfaction its stated reasons for the request and provide a remedy in respect thereof.
17. Notwithstanding the foregoing, and regardless of whether any Tennis BC Personnel changes are the result of a Board request pursuant to this preceding paragraph, the Board will not be liable to compensate Tennis BC and Tennis BC will not be entitled to receive any compensation in respect of any additional costs to it connected with personnel changes during the Term.

#### PARK BOARD COURTS RELATED RESPONSIBILITIES

18. The Board, at its expense, will supply and maintain the Courts, including their subsurface foundation, surfacing, painting, lines and play area configurations, nets at the start of the Tennis Season, net related fixtures, court fencing and gates and standard furnishings such as benches and garbage/recycling receptacles, so that the Courts are in reasonably good and ready-for-play condition at all times during each Tennis Season during the Term.
19. The Board, without prior notice to Tennis BC, may at any time from time to time during the Term, but not more frequently than once per week during the Tennis Season, attend and enter the Courts and, for its own internal business purposes, monitor and inspect Tennis BC activities there, but in doing so the Board will do nothing to disrupt or interfere with those activities or cause any unreasonable distractions to Users or Tennis BC Personnel therein.

#### FEES

20. In exchange for the permission granted to it to use the Courts in accordance herewith, Tennis BC will pay rental fees to the Board as follows:
  - a) for the 2020 Tennis Season, Tennis BC will pay the Board a rental fee in the amount of s.17(1) plus any applicable taxes;

- b) for the 2021 Tennis Season, Tennis BC will pay the Board a rental fee in the amount of s.17(1) ) or in an amount equal to 13% of Gross Revenues for the Tennis Season, whichever is greater, plus any applicable taxes; and
- c) for the 2022 Tennis Season, and for each and every additional Tennis Season thereafter for which the Term is extended hereunder, Tennis BC will pay the Board a rental fee in the amount of s.17(1) or in an amount equal to 15% of Gross Revenues for the Tennis Season, whichever is greater, plus any applicable taxes.

("Rental Fees")

- 21. Notwithstanding the foregoing, in the event and as a direct result of unforeseeable circumstances beyond Tennis BC's reasonable control which adversely affect the level(s) of User demand available for the Tennis Services or the usability of the Courts hereunder in any particular Tennis Season, including without limitation, the COVID-19 Pandemic in the year 2020, Tennis BC is unable pay the Base Rental Fees to the Board without sustaining a financial loss in respect of that Tennis Season, then, on that basis, the Board, provided it is satisfied, based on reliable evidence provided to it by Tennis BC, that the claimed financial loss exists, will negotiate with Tennis BC for a reasonable reduction in the Rental Fees payable for that Tennis Season so that Tennis BC can to the extent reasonably possible avoid or minimize such financial loss.
- 22. Tennis BC will pay the Rental Fees to the Board by cheque on an annual basis, each time by one payment made after, but not more than 60 days after, the end of the Tennis Season.
- 23. Tennis BC will deliver each Rental Fees payment to the Board at its address as shown in this Agreement and at the same time will also deliver to the Board to its satisfaction a detailed written accounting statement prepared and certified correct by a duly qualified professional accountant setting out with a detailed breakdown the Gross Revenues for the most recent Tennis Season.
- 24. Tennis BC will create and at its offices maintain a comprehensive, detailed and complete set of business and accounting records relating specifically to its activities involving its use of the Courts hereunder and it will make them available to the Board for its inspection at any time during regular office hours as the Board may request from time to time during and/or after the Term. This provision will survive expiry or termination of this Agreement.

#### RELEASE AND INDEMNIFICATION

- 25. Tennis BC hereby releases the Board and the City and their officials, officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by Tennis BC, its Contractors, and their respective officers, employees and agents in connection with their use of the Courts under this Agreement.

26. In undertaking the Services, Tennis BC acknowledges that Tennis BC has inspected the Courts and, subject to the Board's obligations hereunder regarding the supply and maintenance thereof, accepts them on "as-is" basis, and will at all times take all precautions reasonably necessary to ensure the safety of all Users and Tennis BC Personnel.
27. Despite any Board insurance, Tennis BC will indemnify the Board and the City and their successors, assigns, official, employees, agents and authorized representatives and each of them (in each case an "Indemnified Party") for and hold them harmless from and against all costs, losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that an Indemnified Party may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of Tennis BC, its Contractors, or their respective officers, employees or agents under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of an Indemnified Party. This indemnity will not affect or prejudice the Board from exercising any other rights that may be available to it at law or in equity.
28. The release and indemnity set out above will survive the expiry or sooner termination of this Agreement.

#### INSURANCE

29. Prior to commencing the use of the Courts hereunder, Tennis BC will obtain, and thereafter throughout the Term shall maintain, at its expense, commercial general liability insurance with a limit of not less than \$5,000,000 per occurrence, and a deductible of not more than \$5,000, protecting Tennis BC and Tennis BC Personnel against claims for personal injury, including death and bodily injury, and property damage or loss, arising out of the operations of Tennis BC or the actions of Tennis BC or Tennis BC Personnel. The policy must contain a cross-liability clause in favour of the City of Vancouver and the Vancouver Board of Parks & Recreation and will explicitly name them and their officials, employees and agents as additional insureds.
30. All required insurance policies must remain in full force and effect at all times until expiry or termination of this Agreement and for a period of not less than two years thereafter, and must:
- a) be obtained from and issued by insurers authorized to carry on business within British Columbia, on terms satisfactory to the City's Director of Risk Management, acting reasonably;
  - b) be primary insurance in respect to the Board and the City, and any insurance or self-insurance maintained by the Board and the City will be in excess of this insurance and will not contribute with such policies; and
  - c) contain a provision that such insurance coverage will not be cancelled or endorsed to reduce the coverage limits without the insurer giving the Board and the City at least thirty (30) calendar days prior written thereof, and, for any property insurance carried by Tennis BC, contain a clause that waives the insurer's right of subrogation against the Board and the City and their officials, employees and agents.

31. Prior to signing, and immediately following the signature of, this Agreement, Tennis BC shall have provided, or shall provide, the Board with evidence of all required insurance to be taken out in the form of one or more certificate(s) of insurance. The certificate(s) of insurance will identify the Agreement title, number, policyholder and scope of work and must not contain any qualifications or disclaimers. Proof of insurance, in the form of such certificate(s) of insurance (or copies of the policy(ies) themselves, if requested), will be made available to the Board at any time during the Term and thereafter.
32. Tennis BC will and will ensure that each of its Contractors will provide, at their own cost, any additional insurance which they are required by law to provide or which they should reasonably consider necessary.
33. Neither the providing of insurance by Tennis BC or the Contractors in accordance with this Agreement, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing, will be held to relieve Tennis BC from any other provisions of this Agreement with respect to liability of Tennis BC or otherwise.

#### WORKSAFEBC

34. Tennis BC agrees that it will procure and at all times during the Term will carry and pay for, full WorkSafeBC coverage required by Applicable Laws for itself and Tennis BC Personnel engaged in its use of the Courts hereunder, and it will ensure that all Contractors do the same. Tennis BC agrees that the Board has the unfettered right to set off the amount of the unpaid premiums and assessments for such WorkSafeBC coverage against any monies owing by the Board to Tennis BC. The Board will have the right to withhold payment under this Agreement until the WorkSafeBC premiums, assessments or penalties in respect of work done or service performed in fulfilling this Agreement have been paid in full.
35. Tennis BC will provide the Board with Tennis BC's WorkSafeBC registration number and clearance letters from WorkSafeBC confirming that Tennis BC and each Sub-contractor are registered in good standing with WorkSafeBC and that all assessments have been paid to the date thereof prior to the City and Park Board having any obligation to pay monies under this Agreement. Tennis BC will indemnify the City and the Board and hold harmless the Board from all manner of claims, demands, costs, losses, penalties and proceedings arising out of or in any way related to unpaid WorkSafeBC assessments owing from any person or corporation engaged by Tennis BC in the performance of this Agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of WorkSafeBC, including penalties levied by WorkSafeBC.
36. Tennis BC is hereby appointed and accepts the appointment as the "prime contractor" (as defined in the *Workers Compensation Act* (BC) for the Courts or any part of them as a "multiple employer workplace" within the meaning of that statute and as such will perform all the duties and responsibilities thereof at all times while the Courts or any part thereof are a multiple employer workplace as defined therein.

#### BOARD INFORMATION/APPROVALS

37. No reviews, approvals or inspections carried out or information supplied by the Board will derogate from the duties and obligations of Tennis BC (with respect to designs, reviews, inspections, approvals or otherwise).

## COMMUNICATION BETWEEN TENNIS BC AND BOARD

38. The Board and Tennis BC will communicate with each other, in respect of this Agreement and the Tennis BC's use of the Courts hereunder and all matters arising between them in connection therewith, through the persons they appoint to be their authorized representatives for purposes thereof (each an "Authorized Representative").
39. Each of the Board and Tennis BC will forthwith after execution of this Agreement will provide to the other in writing the name and the detailed contact information of its Authorized Representative(s) and at all times thereafter will provide timely and detailed written notice to the other of any changes thereto whenever any changes are made.

## NOTICES

40. Any notice required or permitted to be given hereunder to the Board must be delivered to it by email or by registered mail to the its address set out at the top of this Agreement and to the attention of its Manager/Director of Recreation Services.
41. Any notice required or permitted to be given hereunder to Tennis BC must be delivered to it by email to any of the jeKey Personnel or by registered mail to its address set out at the top of this Agreement.

## TERMINATION

42. The Board may terminate this Agreement without prior notice to Tennis BC if at any time if:
- a) Tennis BC has in any way breached this Agreement and has failed to rectify the breach within a reasonable time, depending on the nature of the breach, after the Board has given it a written notice of the breach and demand for rectification thereof;
  - b) Tennis BC becomes insolvent or the subject of any bankruptcy or similar proceedings;  
or
  - c) Tennis BC ceases to exist or goes out of good standing as a society incorporated under the laws of BC;
43. The Board may terminate this Agreement on not fewer than six (6) months prior written notice to Tennis BC if at any time for any reason the Board in its discretion considers it to be necessary or advisable to discontinue the arrangements provided for herein.
44. Tennis BC may terminate this Agreement without prior notice to the Board if at any time the Board has in any way breached this Agreement and failed to rectify the breach within a reasonable time, depending on the nature of the breach, after Tennis BC has given it a written notice of the breach and demand for rectification thereof.

## ASSIGNMENT

45. Tennis BC may not assign this Agreement in whole or in part to any person or organization except with the prior written consent of the Board, which consent will not be unreasonably withheld, delayed or conditioned. Any attempt to assign this Agreement without such consent will be void and of no effect. However, Tennis BC will be permitted

to assign this Agreement to any entity into, by or with which the business or assets of Tennis BC have been merged, acquired, consolidated or re-organized, or any entity which purchases all or substantially all of the business or assets of Tennis BC, provided always that Tennis BC first provides the Board with:

- a) reasonable particulars of the transaction (permitting the Board to independently verify the nature of the transaction); and
- b) a legally enforceable covenant from the assignee confirming that it is legally bound to the Board to perform Tennis BC's obligations under this Agreement.

#### CONFIDENTIALITY

46. In connection with its use of the Courts pursuant to this Agreement, Tennis BC may obtain or have access to certain information, including, but not limited to, technical, financial and/or business information, which is confidential to the Board, and is the exclusive, world-wide property of the Board and/or its suppliers and customers (collectively "Confidential Information"). Excluded from the definition of Confidential Information is:

- a) information which is in, or becomes part of, the public domain, not due to Tennis BC's breach of this Agreement or Tennis BC's actions;
- b) information which was previously in Tennis BC's possession and did not originate from the Board; and
- c) information which lawfully becomes available to Tennis BC from a third party not under an obligation of confidence to the Board regarding such information.

47. Tennis BC will:

- a) not use or reproduce the Confidential Information other than as reasonably necessary in connection with its use of the Courts hereunder;
- b) not, without the prior written consent of the Board given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information in connection with its use of the Courts hereunder, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and use-restriction provisions herein; and
- c) use all precautions reasonably necessary to ensure that any and all Confidential Information coming into its possession is not used by or disclosed to any unauthorized persons.

48. If Tennis BC is required by any law, legal proceeding, or court or government order, to disclose any Confidential Information, Tennis BC shall limit its disclosure of such Confidential Information to the extent and purpose legally required, provided that prior to any disclosure Tennis BC will promptly notify the Board in writing of the existence and the terms, and conditions of the required disclosure and, at the Board's request and expense, co-operate in obtaining a protective order or other assurance that confidential treatment and restrictions on use will be accorded such Confidential Information.

49. The Board is subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia), which imposes significant obligations on the Board's contractors to protect all personal information collected or acquired from the Board. Tennis BC confirms and acknowledges its obligations to comply with all obligations imposed on it pursuant to the *Freedom of Information and Protection of Privacy Act* (British Columbia) with respect to all personal information received from the Board whether as part of the Confidential Information or otherwise.
50. Tennis BC acknowledges that in the event of a breach by Tennis BC or any of its employees of their respective confidentiality obligations pursuant to this provision, damages alone would not be an adequate remedy. Tennis BC therefore agrees with the Board that, in addition to and without limiting any other right or remedy it may have, the Board will have the right to an immediate injunction or other available equitable relief in any court of competent jurisdiction enjoining any threatened or actual breach of such obligations.
51. Tennis BC shall return all copies of the Confidential Information to the Board, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:
- a) expiry or earlier termination of this Agreement; or
  - b) written request of the Board for return of the Confidential Information;
- except that Tennis BC shall have the right to retain one copy of the Confidential Information solely for archival purposes or as otherwise may be required by law, subject to its ongoing confidentiality and restricted use obligations.
52. This Section shall survive the expiration or earlier termination of this Agreement.

#### NO PROMOTION OF RELATIONSHIP

53. Tennis BC will not disclose or promote its relationship with the Board, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, websites, internet domain names, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the Board (except as may be necessary for Tennis BC to perform its obligations under this Agreement).
54. Furthermore, Tennis BC undertakes and will cause all of its Contractors to undertake not to disclose or promote its relationship with the Board in any Communications in a manner which could suggest or create an association, express or implied, between Tennis BC and the Board. Without limiting the generality of the foregoing, Tennis BC will not refer to or use any website, domain name, official emblem, logo or mascot of the Park Board or the City in any Communications, without the express prior written consent of the Board.

#### NO CONFLICT OF INTEREST

55. Tennis BC agrees that during the Term Tennis BC will not engage in any conduct which would or might put the interests of the Board or the City into conflict with the interests of any other person, whether or not a client of Tennis BC's. Without limiting the general scope of this provision and by way of example only, Tennis BC is prohibited from and will

not provide any services which assist or could be seen to be assisting any person in responding to a request for proposals or invitation to tender, or otherwise giving that person an unfair competitive advantage over other proponents or tenderers responding to a request for proposal or invitation to tender by the Board. Tennis BC now acknowledges that a breach of this provision could constitute not only a breach of this Agreement but also a violation of the *Competition Act* (Canada) and *Criminal Code* of Canada, and accordingly, could be punishable as a crime (as well as a breach of contract).

56. Tennis BC now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to Tennis BC's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is:

- a) an elected official or employee of the Board or the City; or
- b) related to or has any business or family relationship with an elected official or employee of the Board or the City, such that there would be any conflict of interest or any appearance of a conflict of interest in respect of this Agreement or its subject matter generally.

#### INDEPENDENT CONTRACTOR

57. This Agreement is a licence agreement and Tennis BC and its Contractors, and their officers, directors, shareholders, partners, personnel, affiliates and agents are not partners, appointees, employees or agents of the Board.

58. Tennis BC will not represent to anyone that Tennis BC has any authority to bind the Board in any way or that Tennis BC is any form of Park Board representative or agent.

#### INDEPENDENT LEGAL ADVICE

59. Tennis BC acknowledges that Tennis BC has been given the opportunity to seek independent legal advice before executing this Agreement.

#### TIME FOR PERFORMANCE

60. Time shall be of the essence of this Agreement.

#### GENERAL

61. No action or failure to act by the Board shall constitute a waiver of any right or duty under this Agreement, or constitute an approval or acquiescence in any breach hereunder, except as may be specifically agreed in writing by the Board.

62. The invalidity, illegality or unenforceability of any portion or provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken position.

63. The remedies of the Parties provided for in this Agreement are cumulative and are in addition to any remedies available to the Parties at law or in equity. No remedy will be deemed to exclude or restrict the right of a Party to any other remedies against the other Party and a Party may from time to time have recourse to one or more of the remedies specified in this Agreement or at law notwithstanding the termination of this Agreement.
64. Each Party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
65. The Contract Documents constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
66. This Agreement shall not be amended except as specifically agreed in writing by both the Board and Tennis BC.
67. The Board may at its option, withhold and set-off against any amount owing to Tennis BC (whether under this Agreement or otherwise) any amounts payable by Tennis BC to the Board (whether under this Agreement or otherwise) and the amount of any damages suffered or claims made or to be made by the Board as a result of any other claim it may have against Tennis BC, whether such claim is at law or in equity or tort or on any other basis.
68. This Agreement shall enure to the benefit of and be binding upon the Board and Tennis BC and their respective successors and permitted assigns.
69. This Agreement may be executed in one or more counterparts each of which will constitute an original and together will constitute one and the same Agreement. This Agreement may be executed by the Parties electronically or by facsimile and if so executed and transmitted, this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

As evidence of their agreement to be bound by the above contract terms, the Board and Tennis BC each have executed this Agreement as of the day and year first above written.

CITY OF VANCOUVER



---

Susan Jing Su  
Category Manager, Supply Chain Management

VANCOUVER BOARD OF PARKS AND RECREATION



---

Daisy Chin  
Director of Recreation

TENNIS BRITISH COLUMBIA



---

Mark Roberts, CEO

SCHEDULE A



From: ["Mark Roberts" <mroberts@tennisbc.org>](mailto:mroberts@tennisbc.org)

To: ["City Bids" <Bids@vancouver.ca>](mailto:Bids@vancouver.ca)

Date: 1/14/2020 12:43:14 PM

Subject: PS# PS20191554 - Provision of Services for Stanley Park Tennis Court Management-Tennis BC

Attachments: PastedGraphic-1.tiff  
Final RFP Submission TBC.pdf  
TABLE D FINANCIALS YEAR 2.xlsx  
TABLE D FINANCIALS YEAR 1.xlsx

---

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org)  
604 737 3086 #9



REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

**PART C – FORM OF PROPOSAL**

RFP No. PS20191554, Provision of Services for Stanley Park Tennis Court Management (the "RFP")

Proponent's Full Legal Name: Tennis BRITISH COLUMBIA.

"Proponent"

Address: Suite 200 - 112 E 3<sup>RD</sup> Ave  
Vancouver B.C V5T 1C8

Jurisdiction of Legal Organization: BRITISH COLUMBIA

Key Contact Person: MARK ROBERTS

Telephone: 604 737 3086 #9

E-mail: mroberts@tennisbc.org

The Proponent, having carefully examined and read the RFP, including all amendments and addenda thereto, if any, and all other related information published on the City's website, hereby acknowledges that it has understood all of the foregoing, and in response thereto hereby submits the enclosed Proposal.

The Proponent further acknowledges that it has read and agrees to the Legal Terms & Conditions attached as Appendix 1 to this Form of Proposal.

IN WITNESS WHEREOF the Proponent has executed this Proposal Form:

  
Signature of Authorized Signatory for the Proponent

JAN 13, 2020  
Date

MARK ROBERTS - CEO  
Name and Title

\_\_\_\_\_  
Signature of Authorized Signatory for the Proponent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title



## Executive Summary

Tennis BC is excited to have the opportunity to submit this bid for Provision of Services for Stanley Park Tennis Court Management.

As the official Provincial Sports Organization for tennis in the province, the opportunity to extend our expertise to the public courts of Vancouver is a natural fit. We currently provide thousands of hours of community outreach tennis programs, leagues, tournaments, coaching certification, officiating, fundraising and support throughout the province.

Our current community outreach programs will be accessible to far more people if Tennis BC is successful in this submission. By having courts that can be booked for our large variety of programs, we will be able to offer the residents of the city of Vancouver the ability to get active, participate in social tennis networks, integrate into the broad tennis community and learn our sport in a low cost, simple to use, accessible and inclusive framework.

Tennis BC has the leadership, technology, operational systems, safesport policies, professional dedicated staff, partnerships, and financial ability to create a legacy of public court tennis that will be the first of its kind in Canada. Tennis has traditionally operated within private tennis clubs that many people do not have the means to participate. The ability to offer the same tennis programs as private clubs, in a very cost effective and inclusive way on public courts, will allow for significantly higher participation levels and engagement. Our plan includes programs for 100% of the diversity programs the city is committed to.

Our plan creates a framework of future growth that will provide both the opportunity for more people to play tennis as well as increased financial returns to the city over time. Our technology platform will allow for online booking, payments, tracking and accounting with reporting that is clear and transparent. This convenience will allow players to plan their tennis bookings within their busy schedules and play more frequently.

As the partnership grows, Tennis BC, as a not for profit, will be able to increasingly invest in tennis programs and create new ways to not only grow the sport but also provide more support for low income participants to get active and enjoy the game. Our plan supports growth to other tennis courts around the city in year one with the potential to grow further in future years.



## **Proponent Overview and Corporate Experience**

Tennis BC, established in 1881, is the official Provincial Sports Association that organizes tennis in the province of British Columbia. Our organization is one of the longest serving provincial sports organizations in the country. We are a not-for-profit society, guided by a board comprised of volunteer representatives of our member clubs. We partner with the government of British Columbia, Tennis Canada, Tennis BC Member Clubs and a variety of sponsors, partners, municipalities and other organizations to deliver a broad range of services to tennis players around the province.

Our mandate is "To inspire and Enable Tennis in British Columbia".

Our Vision: "Tennis BC will be the leader in creating innovative tennis pathways that support health and well-being in our communities".

Tennis BC delivers a large assortment of tennis programs at all levels of participation. We are a fully staffed organization with five full-time and five contract staff operating throughout the province. In partnership with our member clubs and various community associations, we are able to deliver grassroots learn to play tennis events, community outreach programs and high performance events. We have well-established programs that players, clubs and municipalities can access to support coaching, facilities development, event management, training systems, recruitment, officiating, rankings and team selection. We operate numerous events at our member club and municipal facilities, including the largest tennis tournament in the world, the Leith Wheeler Stanley Park Open, which will celebrate its 89th edition in 2020.

Tennis B.C. is based in Vancouver with a valid City of Vancouver Business licence and no history of litigation or claims. We have over 22,000 individual members, serve 77 member clubs, sanction over 350 tennis events per year and an annual budget of \$1.4M. Tennis BC has more tournament playing senior players than any other province and has over 3,800 players in the men's and ladies Provincial leagues. Annually, Tennis BC certifies more than 80 new coaches and conducts numerous coaching development courses. Our bi-weekly online newsletter reaches over 7,000 subscribers.



## Corporate Capability

Tennis BC is the official Provincial Sports Organization for Tennis and is uniquely qualified to operate public tennis court management.

Tennis BC has annual revenues of \$1.4m and our financial statements are independently audited and publicly available annually. We are governed by a volunteer board of professionals including one or more Chartered Accountants who act as the Finance and Audit Committee Chair. The Finance and Audit committee meet monthly to discuss financial results with the CEO and regular reports to the board. Our financial performance over the past 5 years is exemplary and the management team has consistently overachieved in its financial performance.

Every 5 years a strategic plan is developed with input from board, staff, membership, partners and the tennis community. This plan is reviewed at all board meetings and a formal review is conducted annually. Tennis BC has achieved all of its major strategic initiatives over the past 5 years. Part of the current 5-year strategy is to create a partnership with municipalities to implement and operate tennis programming on public courts.

Tennis BC has a strong and growing leadership team. The organization is supported by 10 full time or part time staff, a growth of 40% over the past 5 years. We have a dedicated Chief Executive Officer, marketing professional, community outreach leader and player development leader, along with multiple support positions. Should Tennis BC successfully be chosen to partner with the city, a new role will be created to oversee public tennis operations.

In addition to the Tennis BC leadership team, we have a strong and integrated partnership with Tennis Canada with access to all their resources including safe sport and code of conduct policies, funding, coaching development, facilities, officiating, technologies and marketing.

### Key Leadership Team

CEO Tennis BC – Mark Roberts

Director of Player Development – Sarah Kadi

Director of Community Development – Jeannie Rohr

Director of Marketing and Communications – Khristina Blajkevitch

Director Tennis BC Membership and PlayTBC – Rosemary Erb

Director of Facility Development – TBD assuming RFP awarded to Tennis BC.

Resumes of top 4 key personnel attached.



## Scope of Work

### Management of Tennis Courts

Tennis BC will use ClubSpark, a flexible digital tool that manages registrations, membership, and court bookings (see attached and or this website <http://clubspark.com/for-sport-bodies>). ClubSpark software is Tennis Canada's recommended facility software. This software is used extensively across England, Canada and Australia and the developer works with the leading tennis nations in the world including the USTA, Tennis Canada, The All England Club and the Australian Tennis Association

- The system will be open to all and accessible through the web. Players will register into ClubSpark software and the software will be used for online court booking lesson registration, ladder and league signup.
- All payments will be done online and recorded through the system.
- Support for the system will be provided through Tennis BC staff at Tennis BC offices should anyone need extra help.
- A handheld platform will be added to the system as well.
- The system will accept bookings at multiple locations throughout the city
- Clubspark has a sophisticated integrated accounting package that will record all online payments
- This revenue will transfer to Tennis BC's accounting system and personnel for income statement preparation
- Audited statements completed every July by an independent auditor who will verify the revenue
- Tennis BC is not intending to accept cash for any programs as this will add an element of risk to staff and further require regular banking deposits. On site sign up will be permitted with payment procedures through credit cards or debit cards.
- ClubSpark will have all court times on-line at all times. Each day of operation will show what courts are available for court booking, lesson programming, league play or any other type of court booking.

### OPERATIONS

Tennis BC will have certified tennis professionals at all locations. During all peak periods Tennis BC will also have staff onsite to support the professionals.

- All staff will be fully trained and certified in Tennis Canada and Tennis BC's Safesport policies, and all Tennis BC's policies including code of conduct, social media, bullying and Harassment, etc
- Tennis BC staff will wear Tennis BC supplied logo'd tennis wear, signage on site will be professionally produced and represent Tennis BC's brand.



- Tennis BC will hire an additional resource to oversee all tennis operations (see attached organization chart)
- Tennis BC has an operational safety and emergency plan for the facility (see attached)

#### TOURNAMENT BOOKINGS

Outside of the Stanley Park Open Tennis Tournament (July 3- 19, 2020) we will work with the community to help organize tournaments, league, and facilitate play in order to help maximize competitive play for various user groups. Tennis BC currently operates or supports over 350 tournaments a year throughout the province.

#### TENNIS LESSONS

Tennis B.C. will provide lessons daily to individuals and groups of all ages and abilities. We anticipate 30% of the occupancy of the courts will be programmed lessons. All lesson programs will be identified by day and time and signup available on-line through ClubSpark.

We will have certified professionals for all levels of play, and we will market the programs through our strong social media, newsletter, media suppliers and networking channels. (see attached program calendar). Tennis BC currently organizes and implements all coaching certification for the province and will prepare additional coaching certification classes as needed.

The diversity of programs offered will benefit those who currently play tennis as well as those who are yet to be introduced to the game of tennis. The variety of programs will accommodate many new players at all levels of ability, aspirations and ages.

- KIDS TENNIS
- SUMMER CAMPS
- SCHOOL PROGRAMS
- COMMUNITY OUTREACH PROGRAMS
- WHEELCHAIR TENNIS
- CLINICS
- LEAGUES
- TEAM TENNIS
- INSTRUCTION
- GENERAL PLAY
- SANCTIONED TOURNAMENTS AND EVENTS



## Key Personnel

### CEO Tennis BC – Mark Roberts

Mark has been the CEO of Tennis BC for 5 years. He is an experienced business leader and former national tennis team player and touring professional. Mark will directly oversee the manager of facilities and the public court program

### Director of Player Development – Sarah Kadi

Sarah is a highly certified coach and leads all player development with 2 resources reporting to her. She has been at Tennis BC for 9 years and works closely with Tennis Canada in numerous roles. Sarah will oversee all tennis development programs on public courts.

### Director of Community Development – Jeannie Rohr

Jeannie is a former collegiate tennis player and has been involved in tennis development for over 30 years. She is a former club head professional and her passion is to direct outreach programs to under-represented groups and to get new players to the game. Jeannie will oversee all community outreach programs on public courts.

### Director of Marketing and Communications – Khristina Blajkevitch

Khristina is a former professional tennis player who has worked with Tennis BC for 4 years as the director of communications and marketing. She is responsible for all marketing planning, execution, social media and sponsorships. She will lead all marketing programs on public courts.

### Director Tennis BC Membership and PlayTBC – Rosemary Erb

Rosemary is a national senior tournament player and is responsible for all membership, new player signup, ClubSpark and PlayTBC development. She will be responsible for all reporting from ClubSpark.

Director of Facility Development – TBD assuming RFP awarded to Tennis BC. This role is designed to manage all facilities that Tennis BC has under contract for both indoor and outdoor tennis.

**REQUEST FOR PROPOSALS NO. PS20191554**  
**PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT**  
**PART C - FORM OF PROPOSAL**

**Key Personnel**

In the space below, identify and provide professional biographical information for the key personnel that would perform the Proponent's work, outlining their intended roles in performing the Scope of Work. If appropriate, also attach to this Form of Proposal as an additional Appendix CVs and a complete organization chart, identifying all roles and areas of responsibility. Describe experience and qualifications as related to the scope of work.

**Alternative Solutions**

If, in addition to proposing services which meet the Scope of Work, the Proponent wishes to offer an alternative or alternatives, the alternative solution(s) should be described in the space provided below. Any pricing impact of the alternative solution(s) should also be provided.

**Supplier Diversity**

Please note that these Supplier Diversity questions are optional and will not form part of the evaluation of this RFP. Proponent answers to Supplier Diversity questions are for information gathering purposes only and will be kept confidential in accordance with the Legal Terms and Conditions of this RFP.

In the space below, indicate the Proponent's company profile with regards to social value and economic inclusion supporting equity, diversity, inclusion and reconciliation, including social/environmental certifications, workforce diversity and/or if owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).

<b>Majority owned/controlled/ by:</b> <input type="checkbox"/> Women <input type="checkbox"/> Indigenous Peoples <input checked="" type="checkbox"/> Non-Profit/Charity (Social Enterprise) <input type="checkbox"/> Coop <input type="checkbox"/> Community Contribution	<b>Workforce Diversity:</b> 70 % Women % Indigenous Peoples 20 % Ethno-cultural People % People with Disabilities % LGBTQ+ % Other: please indicate	<b>Social / Environmental Certifications</b> <input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business
--	---	--

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

<div>Corporation (3C/CCC)</div> <div><input type="checkbox"/> Ethno-cultural Persons</div> <div><input type="checkbox"/> People with Disabilities</div> <div><input type="checkbox"/> LGBTQ+</div> <div><input type="checkbox"/> Other: please indicate</div>		<div>Certification (ie. LEED, ClimateSmart)</div> <div><input type="checkbox"/> Other: please indicate</div>
---	--	--

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

**Programming Diversity**

The Park Board is committed to providing programming that promotes diversity, access and inclusion.

In the space below, outline the Proponent's approach to supporting equity, diversity, inclusion and reconciliation through the programs and services that will be supplied or supported at the Stanley Park location.

Please identify which of the following diverse populations will be targeted for increased access to the programs and services you will be offering:

- ☒ Women
- ☒ Indigenous Peoples
- ☒ Ethno-cultural Persons
- ☒ People with Disabilities
- ☒ LGBTQ+
- ☒ Gender Neutral
- ☒ Low Income
- ☒ Newcomers, immigrants
- ☒ Other: please indicate

Outline at least three strategies that will be implemented to attract or program to these populations. One of the strategies must include details on how 'low income' participants will be accommodated.

*Please see attached.*



## PROGRAM DIVERSITY

### Women's Programs

1. Create "red ball" entry level Women's programs
  - Collaborate with YMCA and YWCA Vancouver branches, Round House and West End community centres to create new 2x week program for women introducing them to red ball tennis.
  - Create ladies red ball team tennis
  - create a continuum of NTRP programs to progress players to fit into feed move into Tennis BC leagues.

**\*\*Subsidies will be available to low income participants**

2. Create 55+ Women's group to re-engage senior women back into sport and fitness  
Weekly program attached to West End community center for fitness programs  
1-2 times per week (day).
3. Create Women's program with YWCA Crabtree Community Centre for low income single moms)
  - Initial program to take place at YWCA downtown site to introduce Mothers and their Children to tennis. Program will include FMS (fundamental movement skills) training and include simple skills they can do at home.
  - Invite participants to play in red ball women's program at SP courts.

**\*\*Program will be subsidized in collaboration with YWCA and Tennis BC for low income participants**

### Indigenous Peoples

1. Offer PE tennis sessions to 4 inner city elementary schools with high indigenous population with a field trip jamboree team tennis event to SP courts.

**\*\*program will be subsidized from funds raised through the Tennis BC fundraiser in partnership with CLICK (Contributing to Lives of Inner City Kids) including fee for bus transport etc. Xpey' Elementary School, Lord Strathcona, Britannia and Thunderbird Elementary.**

2. Reach out to Friendship Centre to create a special family event on Aboriginal Day on June 21st at SP courts.
3. Create spring kids team tennis program at Musqueam Community Centre with final team tennis event at SP courts on Aboriginal Day.



### **Ethno-Cultural, Newcomer, Immigrants**

1. Create entry level red ball programs to introduce newcomers, immigrants and ethno-cultural groups to tennis from organizations such as YMCA, Mount Pleasant Neighborhood House, Kitsilano Neighborhood House, Family Services of Greater Vancouver, Pacific Immigrant Recourses Society (Vancouver Early Years Refugee program), YWCA Women's program, MOSAIC

**\*\* Program will be subsidized for low income participants**

2. Create a continuum of NTRP programs to progress players to fit into feed move into Tennis BC leagues.
3. Create team tennis social play opportunities and invite participants to events at SP courts

### **LGBTQ+**

1. Reach out to Qmunity (LGBTQ Community Centre) and Vancouver Pride Society to create program for entry level "red ball" tennis to attract new players to the game.

**\*\* offer subsidies for low income participants**

2. Create tennis social mixers with VTA club and Gender Neutral events to integrate new members to the VTA club and other social tennis play opportunities
3. Partner with VTA to present Pride Tournament and other LGBTQ team events

### **Gender Neutral**

1. Instant tennis entry level programs to attract new players
  - Offer "Instant Tennis" entry level program for new players
  - Create NTRP level programming for continuum of play
2. Gender neutral team tennis programs and team tennis special events
3. Gender Neutral city public court leagues played on SP and other city public courts

### **People with Disabilities**

1. Create CAN (Canucks Autism Network) programs and special events
  - Summer camp
  - Try it event during LWSPO/integrate CAN with families
  - Parent and Child event at SP courts
  - Ongoing weekly program



**\*\* Partnership with CAN and TBC to subsidize low income families for programs**

2. Partner with Wheelchair Tennis to offer practice sessions & special events
  - Try it events to attract new players to tennis
  - Practice sessions for existing players
  - Wheelchair Tennis tournaments/special events
  - Team tennis event integrating able bodied and wheelchair persons

**\*\* Partnership with BC Wheelchair Tennis to offer subsidies for players and families of low income**

3. Partner with BC Blind Sports to create a Blind Tennis event/program

**Other: Player Development**

1. Work with the Tennis Canada Regional Training Centre to provide additional training and competitive opportunities for BC players
2. Run interprovincial team competition (BC/AB/ SASK/ MANITOBA)
3. Run athlete development programs to help increase sport participation outside of tennis.
4. Athlete Combine

**Additional weekly programming to include:**

- Private / semi-private / group sessions
- Adult Programs / Leagues
- Novice Practice
  - Team Tennis Play
  - Ladder
  - 2.0+ League play
  - Organized TBC League Play
  - VTA / Stanley Park Tennis Club bookings



## WORK PLAN

No later than March 1 or as early as possible (Assuming bid has been awarded)

Tennis BC will:

- publish and market all programs to begin April 1<sup>st</sup>
- Publish all programs for sign up on ClubSpark software
- Hire and train staff and coaches
- Purchase all necessary coaching equipment
- Order all required signage and onsite marketing materials
- Coordinate with local schools to be able to offer school try-it days
- Finalize detailed operating and safety plans based upon final RFP requirements
- Coordinate with groups who require court booking block times during the season to ensure all courts are properly reserved
- Finalize dates for all community outreach programs



## Marketing & Promotions Plan

Tennis BC has a dedicated marketing contractor for all Tennis BC events and programs. Our network is large, and we use a variety of platforms to market our sport. This network will be leveraged for all public court programs. Our public court branded programs will be based upon our newly formed PlayTennis BC (Play TBC).

- Digital Platforms used:
  - Instagram
    - 1,338 followers
    - Multiple posts per week
  - Facebook
    - 2,183 page follows
    - Multiple posts per week and blog article links
  - Twitter
    - 1,128 followers
    - Multiple posts per week and blog article links
  - MailChimp
    - 7,145 subscribers to our bi-weekly newsletter (the Tennis BC Insider)
    - 33.5% open rate (industry average: 16.76%)
    - 6.19% click rate
    - 28 editions of the Tennis BC Insider sent in 2019
    - 12 Leith Wheeler Stanley Park Open daily updates sent during LWSP0 2019
  - Flickr
    - Photo albums after events
    - 13,206 photos
  - Websites
    - TennisBC.org (2019 statistics)
      - 84,612 users
        - 84.48% in Canada
        - 30% in Vancouver
        - 6.38% in Surrey
        - 5.22% in Burnaby
        - 3.81% in Richmond
        - 3.65% in West Vancouver
        - 3.26% in Coquitlam
        - 2.65% in Victoria)
      - 260,548 sessions
      - Average 3 sessions per user
      - 759,464 Pageviews



- Average 2.91 pages per session
- Average session 00:02:45
- StanleyParkOpen.com (2019 statistics; Stanley Park Open event duration is three weeks long annually)
  - 10,320 users
    - 41.09% in Vancouver
    - 4.96% in North Vancouver
    - 4.89% in West Vancouver
    - 4.28% in Surrey
    - 4.25% in Burnaby
    - 3.71% in Richmond
    - 2.20% in Coquitlam
  - 19,516 sessions
  - Average 1.89 sessions per user
  - 54,030 Pageviews
  - Average 2.77 pages per session
  - Average session 00:01:33
- Leith Wheeler Stanley Park Open
  - North America's largest grass roots amateur tennis tournament
  - 1,500 entries annually
  - 17 days long every July
  - 2020 will be the 89<sup>th</sup> year the event is held (at Stanley Park)
  - Held at the Stanley Park Tennis Courts overlooking Vancouver's famed English Bay, the event boasts an array of age categories and levels: from first-time competitors to local tennis heroes, juniors to adults, and international competitors.
  - The LWSPO is inclusive: A unique feature of this event is there is an event for all ages, levels, genders, etc.
  - The LWSPO is a celebration of tennis and prides itself on the fun, family and community atmosphere created throughout the event
  -
- Radio
  - 1,702,600 audience impressions (adults 2+) in 2019 during Stanley Park Open in July
- Other
  - Informational Brochures
  - Consistently updated program and event posters mailed out to 80 Member Clubs across BC, Member Clubs display this information to their membership (club membership varies from 50 members to 10,000+ members)



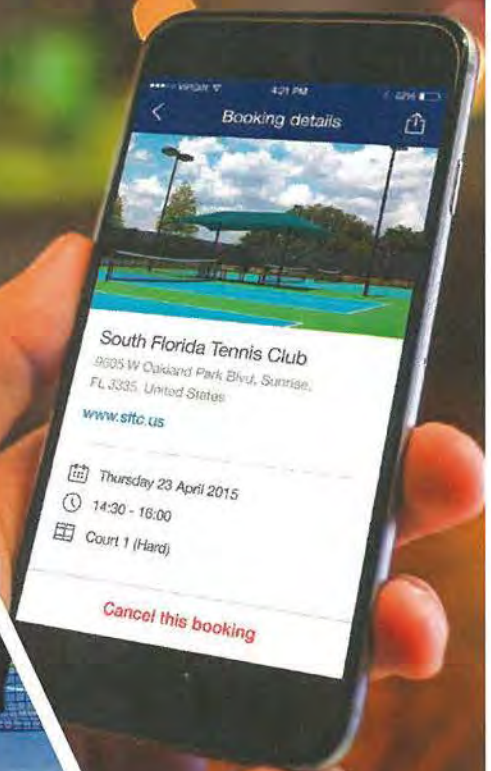
### PlayTBC Marketing

- Dedicated marketing professional: Khristina Blajkevitch
- Digital:
  - A new user-friendly website for program information and registration called ClubSpark (a tennis-specific digital platform being used internationally); currently being developed for PlayTBC
  - Direct promotion via newsletter and social media; to existing social media audience and newsletter subscribers (see numbers on previous page)
  - Option to boost social media posts and use of Google Ads
  - A section of TennisBC.org dedicated to PlayTBC
  - Year-round campaign built around PlayTBC, which will not just feature the programs and opportunities, but also educate people about the importance of a healthy lifestyle, sport for life, SafeSport and more.
- Brand new creative assets: brochures, posters, etc., specific to PlayTBC
  - Our 80 Member Clubs will support the distribution of these assets
  - Further outreach through our existing partners such as Odium Brown VanOpen, Girls in Action, Canucks Autism Network and various community centres.
- As the governing body of tennis in British Columbia, our brand has been established for over 100 years as a trustworthy and reliable provider of tennis events and programs. This existing brand awareness and customer advocacy is a huge advantage when starting new programming.



**RESERVATION AND PAYMENT SYSTEM  
CLUBSPARK**

# ClubSpark Pilot Program: Key Features for Tennis Clubs



**ClubSpark will enable clubs to digitally organize:**

**COURT BOOKING**

**PROGRAMMING**

**MEMBERSHIP**



**ClubSpark will enable clubs to digitally organize:**

## **PROGRAMMING**

## **MEMBERSHIP**

### **COURT BOOKING**

- Publish court booking schedules online
- Accept online reservations and payments
- Customize court schedules, fees and booking privileges



## COURT BOOKING

### Publish Court Booking Schedules Online

- + Allows club users to view court availability 24/7
- + Customize who can view court booking schedule (everyone, members-only, club admin-only)
- + Easily setup and customize recurring/block bookings
- + Publish programs, tournaments & other events to court schedule
- + Customize schedule to allow players to see names of other players
- + Setup booking for other resources (ex. Ball machine, meeting rooms etc.)

Book your court

Please select a court and time when you would like to play.

Thursday 6th September

View by: DAY WEEK MONTH TODAY

	Court 1 Full, indoor, non-pressurized, asphalt	Court 2 Full, indoor, non-pressurized, asphalt	Court 3 Full, indoor, non-pressurized, asphalt	Court 4 Full, indoor, non-pressurized, asphalt	
10:00					10:00
11:00	BOOKED	BOOKED		BOOKED	11:00
12:00	BOOKED		TRAINING TENNIS	TRAINING TENNIS	12:00
13:00	BOOKED	BOOKED	BOOKED		13:00
14:00	BOOKED			BOOKED	14:00
15:00			BOOKED		15:00
16:00			BOOKED		16:00
17:00					17:00



## COURT BOOKING

### Accept online reservations and payments

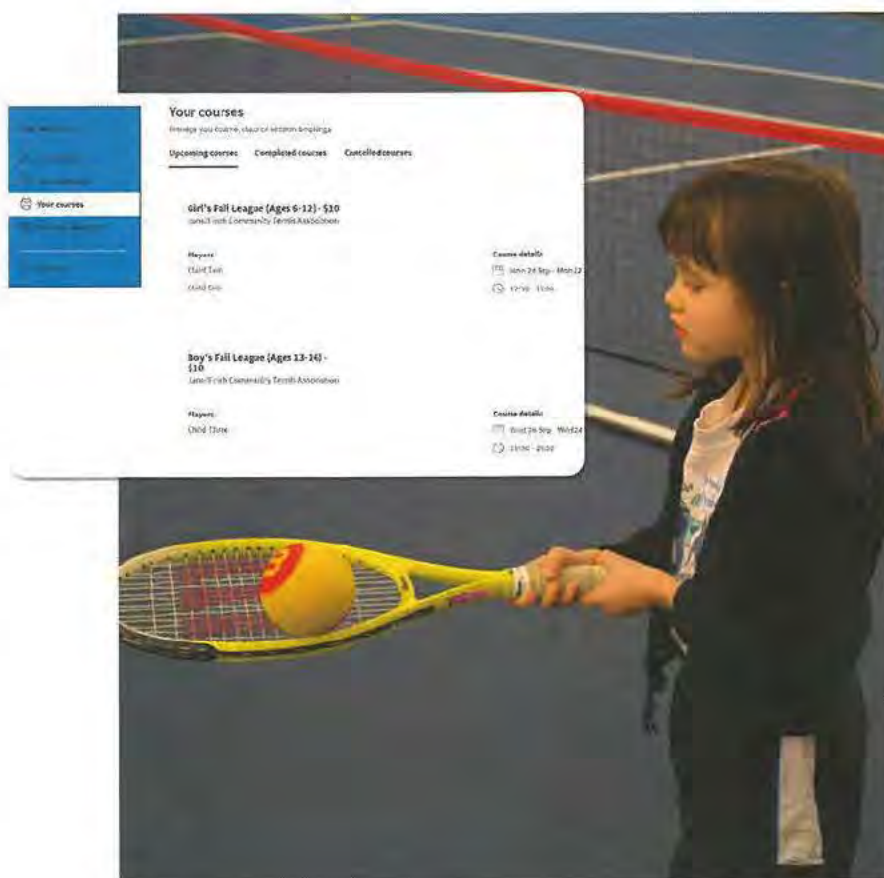
- + Allow members and non-members to book courts online any time of day
- + Allow users to easily pay online through a hassle-free payment system that is built into ClubSpark.
- + Customize refund window. Users are automatically refunded their money within that window of time.
- + Club administrators can also add front-desk bookings and record cash payments through ClubSpark admin account



## PROGRAMMING

### Accept online registration and payment for all programs

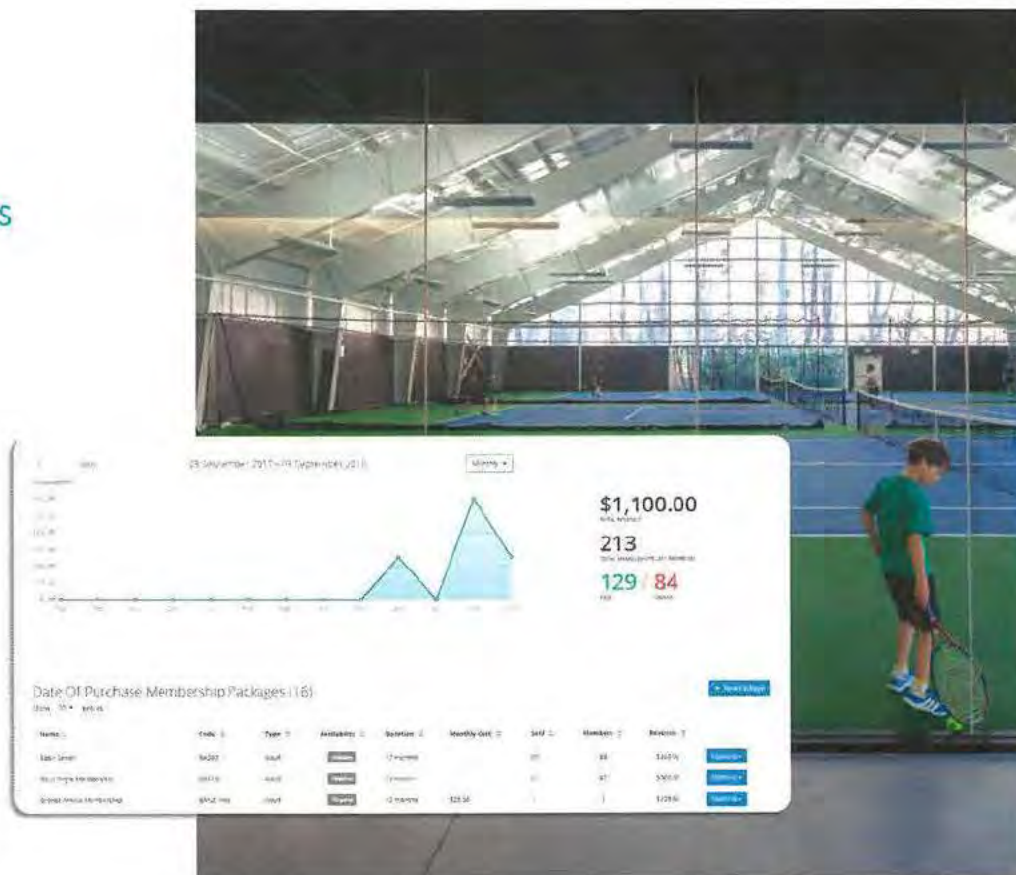
- + Allow users to register and pay online for courses, classes and camps. Users can pay in seconds through ClubSpark's built-in payment system.
- + Allow parents to register and pay for multiple children in one transaction
- + Allow users to view the number of spots available in a program
- + Share program registration links via email/newsletters
- + Club administrators can also add registrations and record cash payments through ClubSpark admin account



## MEMBERSHIP

### Develop and manage a database of tennis players

- + Easily access and email members through ClubSpark database
- + Streamline membership renewals for players
- + Identify lapsed members and send renewal reminders
- + Sort and filter members by age, gender, and customizable contact tags



**Head Office:**

200 - 112 E. 3rd Ave  
Vancouver, BC V5T 1C8  
Phone: 604.737.3086  
E-mail: info@tennisbc.org

## EMERGENCY RESPONSE PLAN

Company Name: STANLEY PARK TENNIS COURTS

Location: 8901 Stanley Park Dr, Vancouver BC V7G 3E2

Date plan completed: January 2020

Signed:

**Emergency Response Coordinators:** \*\*to be confirmed at time of set up\*\*

**Primary Contact:**

Name:

Telephone number:

Other telephone number:

Email:

**Secondary Contact:**

Name:

Telephone number:

Other telephone number:

Email:

**Emergency Contact Numbers**

Police / Fire / Ambulance: **911**

Hospitals: 1) St Paul's Hospital, 1081 Burrard St. 604.806.9090

2) Vancouver General, 899 W 12th Ave. 604.875.4111

Poison Control Centre: 604.682.5050



## EMERGENCY RESPONSE PLAN

### Potential Emergency Situations:

The following potential emergencies have been identified:

#### 1. Medical Emergencies

- Call 911 for ambulance and/or use basic first aid as appropriate to the situation
- Maintain calm around the situation. Ensure that medical personnel have access to the injured person or people

#### 2. Fire

- Call 911 for fire department
- Use bullhorn to evacuate everyone to the designated safe area
- If possible, try to extinguish fire with the fire extinguisher

#### 3. Extreme Weather

- Use bullhorn to announce the need to end all ongoing activities

#### 4. Power Outage

- Assess the situation and possible cause of the outage. If necessary, call BC Hydro at 1.800.224.9376 or \*hydro on your cell phone
- Re-assess after the cause is determined. All activities may need to be delayed or ended with use of bullhorn

#### 5. Earthquake

- Initial response **during** the earthquake is drop, cover and hold on. After the shaking stops, stay in place for a count of 60 before getting up. If shaking starts again while counting, start your count from zero (0) again
- When safe to move, stay calm and look for any hazards that may have occurred and need to be addressed. Also check for any injuries and get help if needed
- Advise everyone that all activities are cancelled and that priority is to now get everyone to safety



## EMERGENCY RESPONSE PLAN

**Location of Emergency Equipment:** *\*\*to be confirmed at time of set up\*\**

Fire extinguisher(s): Tennis BC trailer

First Aid Kit: Tennis BC trailer

Personal Protective Equipment (PPE):

Other:

### EMPLOYEE EMERGENCY CONTACT INFORMATION

<u>Employee Name</u>	<u>Contact Number(s)</u>
TENNIS BC OFFICE	604.737.3086
MARK ROBERTS	s.22(1)
SARA KHADI	s.22(1)
JEANNIE ROHR	s.22(1)
DANIELLA SILVA	s.22(1)
IKA SETYAWATI	s.22(1)
ROSEMARY ERB	s.22(1)
SANDRA HONG	s.22(1)

## DESIGNATED SAFE AREAS:

Safe Area #1: grassy field west of tennis courts

Safe Area #1: tennis courts beside Tennis BC trailer

## EMERGENCY RESPONSE PLAN





# HIRING ACTIVE TPA CERTIFIED COACHES



*The Tennis Professionals Association (TPA) is Tennis Canada's coaching development arm and strives to be a world leader in the coaching profession through world class training and support.*

## What Does It Mean to be Active TPA Certified?

- Trained/certified under TPA's Gold Standard curriculum (highest level awarded by International Tennis Federation)
- Personal liability insurance up to \$2MM
- Valid updated background check on file
- Signed Declaration & adherence to TPA Code of Conduct
- Ongoing professional development every 2-4 years based on certification level

**Support tennis industry best practices by hiring active TPA certified coaches at your club**



## Important Benefits for Your Club or Organization

### Risk Management & Safe Sport

*All TPA certified coaches have:*

- \$2MM personal liability insurance
- Safe Sport education including Making Ethical Decisions, Rule of Two, communicating positively with children, and more

*Clubs/organizations also benefit from:*

- Enhanced pre-employment screening via online background checks, Code of Conduct and Coach Declaration
- Access to Safe Sport expert for consultation, conflict resolution/ complaint management
- Background checks stored safely online with global screening provider Sterling Talent Solutions

### Membership Growth & Retention

- Different levels and streams of certification to hire the right professional for your membership
- TPA coaches are trained in total athlete development, customer service, programming facilities, conflict resolution, Quality Standards in Kids Tennis, and other key competencies
- Club Pro 2 and above are trained on the club management business (*recommended certification level for Club Leaders*)

### Access to World-Class Resources

- Access global resources & best practices such as Tennis Canada proprietary materials, ITF i-coach and TPA Partner resources
- Members only TPA website with video/written resources
- Extensive curriculums for both adults and juniors
- Access to TPA conferences/ workshops on a variety of topics

### Reputation in Your Community

*Be known as a facility that prioritizes:*

- Professionally trained coaches
- Continuing coach education
- High standards and integrity
- Safe Sport best practices that ensure the safety of participants

### Quality Coaching for Your Members/Participants

*TPA coaches are:*

- Trained under world-class curriculum
- Evaluated on a competency-based system with rigorous testing
- Up to date with latest coaching trends and best practices
- Committed to ongoing professional development every 2-4 years based on certification level
- Trained in technical, tactical, mental, sport science and physical player development
- Able to easily upgrade their skills through online TPA courses

### Product Discounts

- Product discounts available on all TPA e-store inventory
- TPA e-store offers a wide range of equipment that can benefit your club/organization including tennis balls, ball hoppers, mini-nets, Kids Tennis Equipment, court markers, and more
- Over 20 different brands available through TPA e-store

*Other benefits of TPA website:*

- Job postings on TPA Job Boards
- Access to database of Active Certified professionals

For more information, visit [www.tpacanada.com](http://www.tpacanada.com)





## TENNIS CANADA – SAFE SPORT SCREENING AND EDUCATION



As of June 30<sup>th</sup>, 2020, it will become mandatory for everyone that is coaching, instructing, or assisting and that is in a position of authority in all indoor and outdoor clubs in Canada to complete safe sport screening and education.

### HOW CAN SAFE SPORT SCREENING AND EDUCATION BE ACHIEVED?

There are three methods of completing safe sport screening and education:

1. **Certification:** these comprehensive courses last several days and offer various levels of certification for instructors, club professionals, and coaches. Certification ensures proven competencies and is highly recommended for any individual involved in teaching tennis or running tennis programming. Certification includes all benefits of Tennis Professionals Association (TPA) membership including liability insurance.
2. **Community Tennis Facilitator Training:** this non-certification five-hour in-person course plus online education/training includes safeguarding education, importance of quality standards to ensure retention and growth, age appropriate equipment, organizing play activities, and communicating effectively with children. This course costs \$69 and includes all benefits of TPA membership except liability insurance.
3. **Safeguarding only:** this online-only option includes safe sport screening and education. This option costs \$30 and offers no specific tennis training, certification, or benefits of TPA membership.

**Note:** all three methods include the four mandatory components of safe sport screening and education listed below.

For further information and for course registration, please visit the [TPA website](#). Please note that **registration for the Community Tennis Facilitator Training will be available at the end of February** and **registration for the Safeguarding online course will be available at the end of January**.

### COMPONENTS OF SAFE SPORT SCREENING AND EDUCATION

The safe sport screening and education process includes the following components:

1. **Education:** online [Respect in Sport Module](#) – must be completed every three years.  
The Respect in Sport training is designed to help coaches by providing them with important knowledge and tools to ensure they are better placed to manage sensitive situations in the correct manner and with the utmost respect for the athlete.
2. **Background Check:** police record check through Sterling Backcheck – must be completed every three years
3. **Declaration of Character\*:** online form – must be completed once a year
4. **Signing of the code of conduct\*:** online form – must be signed once a year

\*May be completed following registration.

### WHY IS SAFE SPORT SCREENING AND EDUCATION IMPORTANT?

- **It reduces the liability for Board members and coaches:** Liability can extend to not only the perpetrator of the act, but also to an organization “sufficiently close” to make a claim of vicarious liability appropriate.
- We have an ethical and moral duty to implement safeguarding and protect our athletes.
- We need to work together to protect our athletes, coaches, officials, administrators, volunteers, and many other stakeholders that enjoy our sport every day in indoor and outdoor clubs.
- It is imperative that all persons in positions of authority be held to a high standard of conduct.

More information on the importance of safe sport screening and education can be found on the [Tennis Canada website](#).



## RECORDS MANAGEMENT POLICIES AND PROCEDURES



**Title:** Respectful Workplace  
**Effective Date:** October 2017  
**Date Approved by the Board:** Oct 2017

**Policy Number:** RW-2017  
**Supercedes:**  
**Pillar:** HR

Tennis B.C. is committed to providing a work environment that is respectful, professional, and free of bullying and harassment and unlawful discrimination. All employees at Tennis B.C. have the right to work in such an environment. Bullying and harassment and unlawful discrimination are neither acceptable nor tolerated at Tennis B.C.

### A. APPLICATION

This policy applies to communications and interactions between employees, which for the purposes of this policy includes Tennis B.C. employees, self-employed independent contractors and members of the Board (together "Employees"), or between Employees and members of the public, athletes, coaches, officials, suppliers, vendors and others with whom Employees interact in the course of their employment.

This policy applies to Employees while they are at the workplace or on work time, including at off-site work assignments; at employment-related functions or events; when communicating by telephone or electronically; or in situations where there is a connection to the workplace or Tennis B.C.'s business or operations.

### B. DEFINITION

#### 1. Bullying and Harassment

In this policy, Bullying and Harassment is any inappropriate conduct or comment by a person (including Employees) towards an Employee that the person knew or reasonably ought to have known would cause that Employee to be humiliated or intimidated or otherwise constitutes a threat to the health or safety of the Employee.

Examples of words or actions that might constitute Bullying and Harassment include, without limitation:

- a) verbal statements such as derogatory comments, slurs, innuendo or unwanted sexual invitations or comments;
- b) negative physical contact, such as assault, blocking or impeding of normal movement, or interference with work;
- c) inappropriate communication over e-mail or social media or by other electronic means; and
- d) a pattern of behaviour that humiliates, intimidates, offends or degrades the Employee or a group of Employees.

To constitute Bullying and Harassment, there must be:

- a) repeated conduct, comments, displays, actions or gestures with a lasting, harmful effect on the Employee; or
- b) a single, serious improper or unacceptable interaction, incident, event or situation that has a lasting, harmful effect on the Employee.

Bullying and Harassment can occur even where there is no intention to bully or harass.

## 2. Unlawful discrimination

Discrimination is improper or unacceptable conduct that is related or connected to a prohibited ground of discrimination in employment under the applicable provincial human rights legislation ("Discrimination"). Prohibited grounds of discrimination, which may vary by province, may include race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, mental disability, sex, sexual orientation, gender identity or expression, age, or conviction of a criminal or summary conviction offence that is unrelated to employment or intended employment.

Sexual harassment is a form of Discrimination. Workplace sexual harassment can involve unwelcome words or actions associated with sex, sexual orientation or gender identity or expression that are known or reasonably ought to be known to be offensive, embarrassing, humiliating or demeaning to the Employee or a group of Employees. Such conduct includes, without limitation, unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature particularly when: (i) submission to the conduct is made either explicitly or implicitly a term or condition of employment or a basis for employment decisions; or (ii) the conduct has the purpose or effect of unreasonably interfering with an Employee's work performance by creating a humiliating, intimidating, hostile or sexually offensive work environment.

## 3. Conduct that is **not** considered Bullying and Harassment or Discrimination

Not every unpleasant or negative interaction, incident, event or situation in the workplace is Bullying and Harassment or Discrimination.

Nothing in this policy restricts the legitimate and good faith exercise of supervisory or managerial rights and responsibilities, without limitation:

- a) giving advice;
- b) assigning, scheduling or changing work;
- c) performance appraisal;
- d) performance or behaviour correction;
- e) discipline or termination of employment for cause; and
- f) reasonable action taken by a supervisor or manager relating to the management and direction of the Employee and the workplace.

The following conduct is also not considered Bullying and Harassment or Discrimination within the scope of this policy:

- a) respectful discussion of different points of view;
- b) the freedom of individuals to choose with whom to socialize in activities not related to the workplace;
- c) interpersonal conflicts or relations unless humiliating, intimidating or threatening to health or safety; and
- d) different communication styles so long as those communication styles are within the reasonable limits of respectful workplace interactions.

## **C. REPORTING AND INVESTIGATING**

### **1. General**

Employees are expected to report all alleged or suspected Bullying and Harassment or Discrimination to a supervisor or manager as soon as possible after experiencing or witnessing the interaction, incident, event or situation of concern.

All complaints of alleged or suspected Bullying and Harassment or Discrimination will be investigated by Tennis B.C. or its delegate.

In order to encourage timely resolution, complaints of alleged or suspected Discrimination made more than six months after the interaction, incident, event or situation experienced or witnessed may not be accepted for response by Tennis B.C..

### **2. Reporting process for all Employees**

An Employee who believes that he or she has experienced Bullying and Harassment or Discrimination, or an Employee who believes that he or she has witnessed Bullying and Harassment or Discrimination (the "Complainant"), should follow the below procedure:

- a) If possible and the Complainant is comfortable doing so, he or she should calmly approach the alleged offender (the "Respondent") and inform the Respondent that his or her behaviour is offensive, unwelcome and contrary to Tennis B.C.'s policy and ask that it immediately stop and not be repeated.
- b) If the Complainant is not comfortable approaching the Respondent or if the situation does not resolve, the Complainant should bring the matter to the attention of his or her supervisor or manager or Human Resources.
- c) Complainants can report alleged or suspected Bullying and Harassment or Discrimination verbally or in writing.

As soon as possible after a report is made, the Complainant will be asked to provide a full account, to the best of his or her ability, regarding the interaction, incident, event or situation in question. The account will generally be in writing (except in extraordinary circumstances) and should include:

- names of the parties involved;

- names of any witnesses;
- location, date and time of the alleged or suspected Bullying and Harassment or Discrimination;
- details about the interaction, incident, event or situation, including any photographs, documents, e-mails or other physical or electronic evidence; and
- anything further that is relevant and would assist in the investigation.

In the event that a Complainant does not proceed with a formal complaint, Tennis B.C. may still initiate an investigation if deemed necessary to ensure workplace health and safety and comply with any applicable statutory or legal obligation.

The procedure outlined in and supporting this policy does not prevent a Complainant from filing a complaint or claim under human rights or occupational health and safety legislation, or making a police report.

#### **D. RESPONSE TO COMPLAINTS**

Tennis B.C. will promptly respond to all complaints it receives. Its response to complaints may range from facilitative intervention to a traditional investigation.

After receiving a complaint, in some cases, Tennis B.C. may take steps to address immediate concerns, such as safety, prior to coming to a determination on the merits of the complaint.

##### **1. Facilitative intervention (informal)**

Facilitative intervention may include, without limitation:

- a) coaching the Complainant on how to approach the Respondent to pursue resolution;
- b) educating the Complainant and the Respondent about Tennis B.C.'s policy;
- c) reinforcing behavioural guidelines and expectations with the Complainant and the Respondent; and
- d) pursuing and facilitating mediation between the Complainant and the Respondent.

##### **2. Traditional investigation (formal)**

If facilitative intervention is unsuccessful or not appropriate due to the nature of the complaint or the preferences of the Complainant and the Respondent, an investigation will be initiated as deemed necessary or appropriate by Tennis B.C.

Investigations will:

- a) be undertaken promptly and conducted diligently and in as thorough a manner as necessary in all the circumstances;
- b) be fair and impartial, providing both the Complainant and the Respondent with a reasonable opportunity to provide their account of events and respond to the other party's account;
- c) be sensitive to the interests of all parties involved; and
- d) maintain confidentiality to the extent practicable in the circumstances, recognizing that the Respondent will be informed in all cases of the identity of the Complainant

and the nature of the complaint.

All Employees are expected to cooperate with the investigator and provide full details, to the best of their ability, of the interaction, incident, event or situation they have experienced or witnessed.

#### **E. CONFIDENTIALITY**

To protect the interests of the Complainant, Respondent and witnesses, confidentiality shall be maintained throughout the complaint process to the extent permitted by the investigation and in accordance with applicable privacy legislation and other legal requirements.

All participants in the investigation are expected to keep confidential all discussions and interactions with the investigator and information and records related to the complaint. A failure to maintain confidentiality may result in disciplinary consequences.

Human Resources will keep and retain investigation records in accordance with the applicable legislation. Such records will be stored in a confidential file maintained and accessed only by the Human Resources Manager or his or her delegate. If a complaint is not substantiated, no documentation of the complaint will be placed on the personnel file of the Respondent.

#### **F. FOLLOW-UP AND CORRECTIVE OR DISCIPLINARY ACTION**

If at any time during the investigation the complaint can be resolved to the satisfaction of the Complainant and in a manner acceptable to the Respondent and Tennis B.C., the resolution will be documented, and a copy sent to the Complainant and the Respondent.

The Complainant and the Respondent will be notified of the findings and conclusions made as a result of the investigation. In appropriate circumstances and at its discretion, Tennis B.C. may provide the Complainant, the Respondent and others with additional information relating to the investigation.

Any Employee determined by Tennis B.C. to be responsible for Bullying and Harassment or Discrimination in violation of this policy will be subject to appropriate corrective or disciplinary action, up to and including termination of employment for cause, cancellation of contract or removal from the Board.

#### **G. REQUEST FOR REVIEW**

The Complainant or the Respondent may seek a review of the outcome of a Bullying and Harassment or Discrimination investigation by notifying the Human Resources Manager or his or her delegate in writing within thirty (30) days of being notified of the conclusion of the investigation. The Complainant or the Respondent must provide specific reasons for seeking a review.

The Human Resources Manager or his or her delegate will only undertake a review where it appears that there is a legitimate concern about the investigation and its outcome.

#### **H. FABRICATED, MALICIOUS, FRIVOLOUS OR VEXATIOUS COMPLAINT**

A complaint of Bullying and Harassment or Discrimination is a serious matter. If Tennis B.C. determines that an Employee has made a complaint that is fabricated, malicious, frivolous or vexatious, he or she will be subject to disciplinary action up to and including termination of employment for cause, cancellation of contract or removal from the Board. Repeated unfounded complaints may in appropriate circumstances be considered fabricated, malicious, frivolous or vexatious and result in disciplinary action, up to and including dismissal from employment for cause, cancellation of contract or removal from the Board. Note that where a complaint is unsubstantiated or based on mistake, it will not necessarily be considered fabricated, malicious, frivolous or vexatious.

#### **I. RETALIATION PROHIBITED**

It is a violation of this policy to retaliate in any way against an Employee who has raised a good faith concern or made a bona fide report about Bullying and Harassment or Discrimination, or against a witness, investigator, decision maker or other person who has cooperated or participated in a Bullying and Harassment or Discrimination investigation. Any person who experiences such retaliation must immediately report their concern to the complaint investigator or human resources. ...

Tennis B.C. has zero tolerance for retaliation contrary to this policy. Disciplinary action will be taken against an Employee who engages in retaliatory conduct, up to and including termination of employment for cause, cancellation of contract or removal from the Board.



### ADDITIONAL COURT MANAGEMENT SERVICES

Tennis BC would like to extend the agreement to include 5 out of the 10 courts at Kitsilano Beach tennis courts, and the 6 courts at Van Tech Secondary School. If approved Tennis BC will manage the booking and programming at the additional facilities while working with the current user groups to maximize community engagement at the various locations. Under our management we would be able to organize play for the broader Vancouver community.

This extension would be a test case for court booking and programming. We anticipate a positive response from the public to be able to book courts for both convenience and length of play. Currently players must come to the courts, wait at the side of the court and then can play for a maximum of half an hour. Often the courts have double waits so players must wait at least an hour for the opportunity to play just half an hour of tennis. This is a time barrier for many players and discourages use of the courts.

Additionally, we know through the volume of calls we receive at Tennis BC, there is a high demand for both kids and adult lessons, programs, leagues and ladders. By offering these programs at a variety of locations we will be able to support a more diverse group of players and allow more people to play tennis who have difficulty finding playing partners.

In 2021 and 2022 our plan will be to extend programming and court booking to more locations throughout Vancouver. This would allow us to leverage the technology platform easily and continue outreach programming to new locations. We believe we could add at least 2-3 new locations per year. The additional revenue would support more low cost programs and support enhanced repairs and maintenance on public courts.

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

TABLE A - ORGANIZATION AND STAFF INFORMATION:

Legal Name of Organization	Tennis - British Columbia	
Commonly Used Name of Organization	Tennis BC	
Type of Organization	<input type="checkbox"/> Non Profit <input checked="" type="checkbox"/> Not for Profit	<input type="checkbox"/> For Profit <input type="checkbox"/> Other
Incorporation #		
Principle's Name and Title	MARK ROBERTS	CEO - Tennis BC
Background/Qualifications	See attached resume	
Principle's Name and Title		
Background/Qualifications		
Principle's Name and Title		
Background/Qualifications		
Staff and Volunteer Information		
Staff Position Title	# of Staff in Position	Min. Certifications
Director: Player Development	1	Coaching levels see attached
Director Community Development	1	Coaching levels -- see attached
Director of Marketing - Communications	1	
Director of Membership - PlayTBC	1	
Volunteer Position Title	# of Vol in Position	Min. Certifications

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

TABLE B - PROGRAMS TO BE OFFERED AND FEE RATES CHARGED TO THE PUBLIC:

Service	Age Group Targeted	% of Seasonal Schedule	Proposed Rates for Services:		
			2020	2021	2022
Programming/Lessons	5-18 18+	30%	s.17(1), s.21(1) can		
Court Rentals	ALL AGES	40%			
Leagues	0/14 14-18 19+	8%			
Ladders	10-14 14-18 19+	4%			
Tournaments	5-18 18+	8%			
Other, list... COMMUNITY OUTREACH LOW COST + SUBSIDIZED	5-18 19+	10%			
<u>TOTAL</u>		100%			

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

TABLE C - OPERATING SEASON/SCHEDULE:

In 2020 ...

The season will ...	Start on [date] - APRIL 1	End on [date] - SEPT 30
On Monday the courts will	Open at [time] - 9:00 am	Close at [time] - 8:00 pm
On Tuesday the courts will	Open at [time] - 9:00 am	Close at [time] - 9:00 pm
On Wednesday the courts will	Open at [time] - 9:00 am	Close at [time] - 9:00 pm
On Thursday the courts will	Open at [time] - 9:00 am	Close at [time] - 9:00 pm
On Friday the courts will	Open at [time] - 9:00 am	Close at [time] - 9:00 pm
On Saturday the courts will	Open at [time] - 9:00 am	Close at [time] - 9:00 pm
On Sunday the courts will	Open at [time] - 9:00 am	Close at [time] - 9:00 pm
We will be closed/non-operational on the following days...	<input type="checkbox"/> Victoria Day <input type="checkbox"/> Canada Day <input type="checkbox"/> BC Day <input type="checkbox"/> Labour Day      Other -	
Other Schedule Info...	CLOSE TIMES MAY FLUCTUATE DUE TO DUSK TIME CHANGES DURING THESE MONTHS	
List any expected changes for 2021 and 2022	EARLY MORNING BEFORE 9 AM MAY BE AN OPTION IN FOLLOWING YEARS	

APRIL							
	MON	TUES	WED	THURS	FRI	SAT	SUN
9:00 - 12:00							
Courts 1-3	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4-6	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
12:00 - 3:00							
Courts 1-3	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4-6	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
3:00 - 6:00							
Courts 1-3	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING
Courts 4-6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING
6:00 - 9:00							
Courts 1-3	ADULT PROG	NEW COMERS	ADULT PROG	NEW COMERS	ADULT SOCIAL	CRT BOOKING	CRT BOOKING
Courts 4-6	CRT BOOKING	YWCA	CRT BOOKING	YWCA	ADULT SOCIAL	CRT BOOKING	CRT BOOKING

MAY							
	MON	TUES	WED	THURS	FRI	SAT	SUN
9:00 - 12:00							
Courts 1-3	SCHOOL FREE TRY IT DAY		PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4-6			PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
12:00 - 3:00							
Courts 1-3	SCHOOL FREE TRY IT DAY		PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4-6			PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
3:00 - 6:00							
Courts 1-3	URBAN YOUTH	URBAN YOUTH	KIDS PROG	KIDS PROG	KIDS PROG	ADULT PROG	ADULT PROG
Courts 4-6	KIDS PROG	KIDS PROG	KIDS PROG	KIDS PROG	KIDS PROG	ORGANIZED PLAY	
6:00 - 9:00							
Courts 1-3	ADULT PROG	NEW COMERS	ADULT PROG	NEW COMERS	ADULT SOCIAL	ORGANIZED PLAY	
Courts 4-6	CRT BOOKING	YWCA	CRT BOOKING	YWCA	ADULT SOCIAL	ORGANIZED PLAY	

JUNE							
	MON	TUES	WED	THURS	FRI	SAT	SUN
9:00 - 12:00							
Courts 1-3	SCHOOL FREE TRY IT DAY		PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4-6			PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
12:00 - 3:00							
Courts 1-3	SCHOOL FREE TRY IT DAY		PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4-6			PUBLIC	PUBLIC	PUBLIC	KIDS PROG	KIDS PROG
3:00 - 6:00							
Courts 1-3	URBAN YOUTH	URBAN YOUTH	KIDS PROG	KIDS PROG	KIDS PROG	ADULT PROG	ADULT PROG
Courts 4-6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	ORGANIZED PLAY	
6:00 - 9:00							
Courts 1-3	ADULT PROG	VITA	ADULT PROG	VITA	ADULT SOCIAL	ORGANIZED PLAY	
Courts 4-6	CRT BOOKING	VITA	CRT BOOKING	VITA	ADULT SOCIAL	ORGANIZED PLAY	

JULY							
	MON	TUES	WED	THURS	FRI	SAT	SUN
	9:00 - 12:00						
Courts 1-3	STANLEY PARK OPEN						
Courts 4 -6							
	12:00 - 3:00						
Courts 1-3	STANLEY PARK OPEN						
Courts 4 -6							
	3:00 - 6:00						
Courts 1-3	STANLEY PARK OPEN						
Courts 4 -6							
	6:00 - 9:00						
Courts 1-3	STANLEY PARK OPEN						
Courts 4 -6							
Courts 1-3	REGULAR PROGRAMS AT THE END OF THE 17 DAY TOURNAMENT						
Courts 4 -6							

AUGUST							
	MON	TUES	WED	THURS	FRI	SAT	SUN
9:00 - 12:00							
Courts 1-3	SUMMER CAMPS					ADULT PROG	ADULT PROG
Courts 4 -6						CRT BOOKING	CRT BOOKING
12:00 - 3:00							
Courts 1-3	SUMMER CAMPS					ADULT PROG	ADULT PROG
Courts 4 -6						ORGANIZED PLAY	
3:00 - 6:00							
Courts 1-3	URBAN YOUTH	URBAN YOUTH	CRT BOOKING	CRT BOOKING	CRT BOOKING	ADULT PROG	ADULT PROG
Courts 4 -6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	ORGANIZED PLAY	
6:00 - 9:00							
Courts 1-3	ADULT PROG	ADULT PROG	ADULT PROG	ADULT PROG	ADULT SOCIAL	ORGANIZED PLAY	
Courts 4 -6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	ADULT SOCIAL	ORGANIZED PLAY	

SEPTEMBER							
	MON	TUES	WED	THURS	FRI	SAT	SUN
9:00 - 12:00							
Courts 1-3	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4-6	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	CRT BOOKING	CRT BOOKING
12:00 - 3:00							
Courts 1-3	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	ADULT PROG	ADULT PROG
Courts 4-6	PUBLIC	PUBLIC	PUBLIC	PUBLIC	PUBLIC	CRT BOOKING	CRT BOOKING
3:00 - 6:00							
Courts 1-3	KIDS PROG	KIDS PROG	KIDS PROG	KIDS PROG	KIDS PROG	ADULT PROG	ADULT PROG
Courts 4-6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING
6:00 - 9:00							
Courts 1-3	ADULT PROG	ADULT PROG	ADULT PROG	ADULT PROG	ADULT SOCIAL	CRT BOOKING	CRT BOOKING
Courts 4-6	CRT BOOKING	CRT BOOKING	CRT BOOKING	CRT BOOKING	ADULT SOCIAL	CRT BOOKING	CRT BOOKING

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

**APPENDIX 3  
COMMERCIAL PROPOSAL**

Complete this Appendix 3 - Commercial Proposal in the form set out below.

Proponent to provide proposed pricing and payment terms, which should be in accordance with 0, Section 7.0 of the RFP (as well as any other sections of the RFP imposing requirements as to pricing).

The Price to complete all of the Work is apportioned in accordance with the following table. The prices shown in each of the numbered rows of the table shall include (i) all labour, material, equipment and other costs, (ii) overhead and profit, (iii) PST, and (iv) all other taxes, duties, assessments, charges and fees, except for GST.

Provide expected annual revenues and costs for the first year of operations and clarify how the PB will benefit financially from this arrangement. Provide as many details as possible. Explain any planned changes from Year One operations in the final row.

TABLE D

YEAR 1

DESCRIPTION OF ACTIVITY		ANNUAL AMOUNT
<b>GROSS REVENUE:</b>		
<b>Revenue from operations</b>		
court rentals \$10,709 Lessons \$101,904 Leagues in court rental Ladders in court rental Tournaments \$13,440 Other		
<b>TOTAL GROSS REVENUE (A)</b>		\$126,053
<b>EXPENSES</b>		
Operating expenses (provide detailed description of activities/expenses)		
Labour (Coaching and staff labour on site)	\$78,965	
Variable operating costs (balls, supplies, charge cards)	\$6,072	
Variable marketing costs (3% of Revenue)	\$3,782	
Fixed Costs (repairs, cleaning, technology, insurance)	\$18,400	\$107,219
<b>MANAGEMENT FEES (Provide Description)</b>		
Corporatate overhead allocation recovery 5%	\$6,303	
Tennis BC Operating Income	\$2,532	\$8,835
<b>TOTAL EXPENSES (B):</b>		\$116,053
<b>NET REVENUE TO THE CITY/PARK BOARD (A-B)</b>		
<b>Total Gross Revenue minus total expenses</b>		\$10,000
Tennis BC will work with the city to define minimum rent to the city for courts and a profit split formula as sales increase.		
What Financial deviations could occur in Year two and/or three of the contract? SEE YEAR 2 TABLE D ATTACHED for sales increases expected with full year marketing		

TABLE D

YEAR 2

DESCRIPTION OF ACTIVITY		ANNUAL AMOUNT
<b>GROSS REVENUE:</b>		
<b>Revenue from operations</b>		
court rentals \$17,848 Lessons \$169,839 Leagues in court rental Ladders in court rental Tournaments \$13,440 Other		
<b>TOTAL GROSS REVENUE (A)</b>		\$201,127
<b>EXPENSES</b>		
Operating expenses (provide detailed description of activities/expenses)		
Labour (Coaching and staff labour on site) \$100,401		
Variable operating costs (balls, supplies, charge cards) \$9,833		
Variable marketing costs (3% of Revenue) \$6,034		
Fixed Costs (repairs, cleaning, technology) \$18,400		\$134,668
<b>MANAGEMENT FEES (Provide Description)</b>		
Corporatate overhead allocation recovery 5% \$10,056		
Tennis BC Operating Income \$29,802		\$39,858
<b>TOTAL EXPENSES (B):</b>		\$174,526
<b>NET REVENUE TO THE CITY/PARK BOARD (A-B)</b>		
Total Gross Revenue minus total expenses		\$26,601
What Financial deviations could occur in Year two and/or three of the contract? YEAR 3 COULD GROW SIGNIFICANTLY WITH THE ADDITION OF NEW COURTS. NOTE THIS MODEL DOES NOT TAKE INTO ACCOUNT ANY ADDITIONAL LOCATIONS.		

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

**APPENDIX 4  
PROPONENT'S REFERENCES**

Complete this Appendix 4 - Proponents References in the form set out below with references that are relevant to the Scope of Work set out in this RFP.

Client Name # 1	Tennis CANADA
Address (City and Country)	1 SHOREHAM DRIVE, Suite 100, Toronto Ont M3N 3A6
Contact Name	ANITA CONELLA
Title of Contact	SENIOR DIRECTOR, FACILITIES DEVELOPMENT
Telephone No.	1(416) 650 7941
E-mail Address	aconella@tenniscanada.com
Length of Relationship	5 years personally, 50+ years organizationally
Type of Goods and/or Services provided to this Client	PARTNERSHIP TO DEVELOP FACILITIES

Client Name # 2	B.C WHEELCHAIR SPORTS ASS
Address (City and Country)	780 S.W MARINE DR, VAN BC
Contact Name	GAIL YAMAMOTO
Title of Contact	EXECUTIVE DIRECTOR
Telephone No.	604 333 3520 ext 201
E-mail Address	gail@bcwheelchairsports.com
Length of Relationship	20+ years
Type of Goods and/or Services provided to this Client	Cooperative events, coaching certification Support services, officiating

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

Client Name # 3	CANUCKS AUTISM NETWORK
Address (City and Country)	1788 W. 8 <sup>th</sup> AVE VANCOUVER B.C Canada
Contact Name	STEPHANIE JULL
Title of Contact	V.P PROGRAMS, TRAINING & COMMUNITY ENGAGEMENT
Telephone No.	604 685 4049
E-mail Address	Stephanie.julle@canucksautism.ca
Length of Relationship	5 years
Type of Goods and/or Services provided to this Client	Tennis BC has collaborated with CAN. WE HAVE provided summer camp sessions + Try it events we have advised on NCCP modules

✓

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

APPENDIX 5  
**CERTIFICATE OF INSURANCE**

Appendix 5 is to be duly completed and signed by the Proponent's insurance agent or broker as evidence of its existing insurance, along with a letter from its insurance broker or agent indicating whether or not (and, if not, then to what extent) it will be able to comply with the insurance requirements set out in the Form of Agreement, should the Proponent be selected as a successful Proponent. (Any successful Proponent will also be required to provide proof of the satisfaction of all insurance requirements prior to or concurrently with the City entering into any Agreement.)



**CERTIFICATE OF EXISTING INSURANCE  
TO BE COMPLETED AND APPENDED TO THE PROPOSAL/TENDER**

Section 2 through 8 – to be completed and executed by the Insurer or its Authorized Representative

1. **THIS CERTIFICATE IS ISSUED TO:** City of Vancouver, 453 W 12<sup>th</sup> Avenue, Vancouver, BC, V6Y 1V4  
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect.

2. **NAMED INSURED** (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

TENNIS B.C.

BUSINESS TRADE NAME or DOING BUSINESS AS

TENNIS B.C.

BUSINESS ADDRESS

204, 210 West Broadway, Vancouver, BC V5Y 3W2

DESCRIPTION OF OPERATION

TENNIS ACTIVITIES CONSISTING OF SANCTIONED TOURNAMENTS, COACH/INSTRUCTOR CLASSES, SCHOOL PROGRAM, ROOKIE TOUR, TENNIS ACADEMY & TRAINING CENTRE

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**

INSURER N/A

Insured Values (Replacement Cost) -

TYPE OF COVERAGE \_\_\_\_\_

Building and Tenants' Improvements \$ \_\_\_\_\_

POLICY NUMBER \_\_\_\_\_

Contents and Equipment \$ \_\_\_\_\_

POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_

Deductible Per Loss \$ \_\_\_\_\_

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**

Including the following extensions:

INSURER CERTAIN LLOYD'S UNDERWRITERS AS ARRANGED BY MARKEL CANADA LIMITED

✓ Personal Injury

POLICY NUMBER AL2431

✓ Property Damage including Loss of Use

POLICY PERIOD From April 6, 2019 to April 6, 2020

✓ Products and Completed Operations

Limits of Liability (Bodily Injury and Property Damage Inclusive) -

✓ Cross Liability or Severability of Interest

Per Occurrence \$ 5,000,000

✓ Employees as Additional Insureds

Aggregate \$ 5,000,000

✓ Blanket Contractual Liability

All Risk Tenants' Legal Liability \$ 250,000

✓ Non-Owned Auto Liability

Deductible Per Occurrence \$ 500

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER N/A

Limits of Liability -

POLICY NUMBER \_\_\_\_\_

Combined Single Limit \$ \_\_\_\_\_

POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_

If vehicles are insured by ICBC, complete and provide Form APV-47.

6. ☐ **UMBRELLA OR** ☐ **EXCESS LIABILITY INSURANCE** Limits of Liability (Bodily Injury and Property Damage Inclusive) -

INSURER N/A

Per Occurrence \$ \_\_\_\_\_

POLICY NUMBER \_\_\_\_\_

Aggregate \$ \_\_\_\_\_

POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_

Self-Insured Retention \$ \_\_\_\_\_

7. **PROFESSIONAL LIABILITY INSURANCE**

Limits of Liability

INSURER N/A

Per Occurrence/Claim \$ \_\_\_\_\_

POLICY NUMBER \_\_\_\_\_

Aggregate \$ \_\_\_\_\_

POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_

Deductible Per Occurrence/Claim \$ \_\_\_\_\_

If the policy is in a "CLAIMS MADE" form, please specify the applicable Retroactive Date: \_\_\_\_\_

8. **OTHER INSURANCE**

TYPE OF INSURANCE N/A

Limits of Liability

INSURER \_\_\_\_\_

Per Occurrence \$ \_\_\_\_\_

POLICY NUMBER \_\_\_\_\_

Aggregate \$ \_\_\_\_\_

POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_

Deductible Per Loss \$ \_\_\_\_\_

TYPE OF INSURANCE \_\_\_\_\_

Limits of Liability

INSURER \_\_\_\_\_

Per Occurrence \$ \_\_\_\_\_

POLICY NUMBER SBC INSURANCE AGENCIES LTD.

Aggregate \$ \_\_\_\_\_

POLICY PERIOD From \_\_\_\_\_ to \_\_\_\_\_

Deductible Per Loss \$ \_\_\_\_\_

**SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE**

As per \_\_\_\_\_ Dated January 8, 2020  
Cameron Cheung

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

SBC INSURANCE AGENCIES LTD. 250-999 CANADA PLACE, VANCOUVER, BC V6C 3C1 PH: 604-737-3018

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

APPENDIX 6  
**DECLARATION OF SUPPLIER CODE OF CONDUCT COMPLIANCE**

Complete this Appendix 6 - Declaration of Supplier Code of Conduct Compliance in the form set out below.

All proposed suppliers are to complete and submit this form to certify compliance with the supplier performance standards set out in the Supplier Code of Conduct.

The City of Vancouver expects each supplier of goods and services to the City to comply with the supplier performance standards set out in the City's Supplier Code of Conduct (SCC) <[http://vancouver.ca/policy\\_pdf/AF01401P1.pdf](http://vancouver.ca/policy_pdf/AF01401P1.pdf)>. The SCC defines minimum labour and environmental standards for City suppliers and their subcontractors.

Suppliers are expected to comply with the aforementioned standards upon submitting a tender, proposal, application, expression of interest or quotation to the City, or have a plan in place to comply within a specific period of time. The City reserves the right to determine an appropriate timeframe in which suppliers must come into compliance with these standards. To give effect to these requirements, an authorized signatory of each proposed vendor must complete the following declaration and include this declaration with its submission:

As an authorized signatory of Tennis BC (vendor name), I declare that I have reviewed the SCC and to the best of my knowledge, Tennis BC (vendor name) and its proposed subcontractors have not been and are not currently in violation of the SCC or convicted of an offence under national and other applicable laws referred to in the SCC, other than as noted in the table below (include all violations/convictions that have occurred in the past three years as well as plans for corrective action).

Section of SCC / title of law	Date of violation /conviction	Description of violation / conviction	Regulatory / adjudication body and document file number	Corrective action plan

I understand that a false declaration and/or lack of a corrective action plan may result in no further consideration being given to the submission of Tennis BC (vendor name).

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

MARLE ROBERTS - CEO

## APPENDIX 7

### PERSONAL INFORMATION CONSENT FORM(S)

## PERSONAL INFORMATION CONSENT FORM

Reference #PS20191554

**Title: Provision of Services for Stanley Park Tennis Court Management**

With the provision of my signature at the foot of this statement I, Sarah Kadi  
 \_\_\_\_\_ (Print Name)

consent to the indirect collection from Tennis British Columbia  
 \_\_\_\_\_ (Print Name of Proponent) of  
 my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

Sarah Kadi

Signature

January 13, 2020

Date \_\_\_\_\_

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

APPENDIX 7  
PERSONAL INFORMATION CONSENT FORM(S)

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

PERSONAL INFORMATION CONSENT FORM

Reference #PS20191554

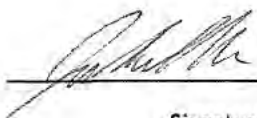
Title: Provision of Services for Stanley Park Tennis Court Management

With the provision of my signature at the foot of this statement I, Jeannie Rohr  
\_\_\_\_\_  
(Print Name)

consent to the indirect collection from Tennis - BRITISH COLUMBIA  
\_\_\_\_\_  
(Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

  
\_\_\_\_\_  
Signature

Jan, 13 2020  
\_\_\_\_\_  
Date

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

APPENDIX 7  
**PERSONAL INFORMATION CONSENT FORM(S)**

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

**PERSONAL INFORMATION CONSENT FORM**

Reference #PS20191554

Title: Provision of Services for Stanley Park Tennis Court Management

With the provision of my signature at the foot of this statement I, MARK ROBERTS  
\_\_\_\_\_, (Print Name)

consent to the indirect collection from Tennis - British Columbia  
\_\_\_\_\_, (Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

  
\_\_\_\_\_

Signature

JAN 13, 2020  
\_\_\_\_\_

Date

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

APPENDIX 7  
**PERSONAL INFORMATION CONSENT FORM(S)**

Complete one copy of this Appendix 7 - Personal Information Consent Form(s), in the form set out below, for each key personnel for whom a CV or other information regarding employment history and qualifications has been included in the Proposal.

**PERSONAL INFORMATION CONSENT FORM**

Reference #PS20191554

Title: Provision of Services for Stanley Park Tennis Court Management

With the provision of my signature at the foot of this statement I, Khristina Blajkevitch

\_\_\_\_\_ (Print Name)

consent to the indirect collection from Tennis - British Columbia

\_\_\_\_\_ (Print Name of Proponent) of

my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by the City for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by the City, will be handled by the City in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

  
Signature

Jan 13, 2020  
Date

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

**APPENDIX 8  
SUBCONTRACTORS**

Complete this Appendix 8 - Subcontractors in the form set out below by listing all of the subcontractors that the Proponent proposes to use in carrying out its work under an Agreement, or state that the Proponent does not propose to use any subcontractors.

If selected to enter into an Agreement with the City, the Proponent may be limited to using subcontractors listed in its Proposal. If the City objects to a subcontractor listed in a Proposal, the City may permit a Proponent to propose a substitute Subcontractor acceptable to the City.

Subcontracted Scope	WE WILL NOT USE SUBCONTRACTORS	
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Work to be Subcontracted		
Social Value Business - shall mean a business that has a recognized environmental or social certification and/or is majority owned/controlled by an equity-seeking demographic (including but not limited to non-profit, cooperative, Women, Indigenous Peoples, Ethno-cultural People (minorities, newcomers, immigrants), persons with disabilities or LGBTQ+ people).	In the space below, detail the Proponent's proposed use of Social Value Businesses as sub-contractors/consultants (if any) and provide brief company profiles of those Social Value Businesses and descriptions of how they qualify as Social Value Businesses.	
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

APPENDIX 9  
**PROPOSED AMENDMENTS TO FORM OF AGREEMENT**

Complete this Appendix 9 - Proposed Amendments to Form of Agreement in the form set out below by detailing any proposed amendments to the Form of Agreement attached as Part D. If no amendments to the Form of Agreement are proposed, state "none". It is at the City's sole discretion whether or not these proposed amendments will be considered for the Form of Agreement.

Section / General Condition	Proposed Amendment	Rationale and Benefit
Repairs to Courts.	Courts 1-6 need to be resurfaced for 2020-2021	upper courts are better than the rental courts and will discourage payments.
Office Trailer	Tennis BC would like to have the trailer we use for the tournament on site for the whole operating period	For a good safety plan we need a safe and dry place for player + kids in programs to be able to stay if they are sick or injured

REQUEST FOR PROPOSALS NO. PS20191554  
PROVISION OF SERVICES FOR STANLEY PARK TENNIS COURT MANAGEMENT  
PART C - FORM OF PROPOSAL

---

APPENDIX 10  
**CONFLICTS; COLLUSION; LOBBYING**

Complete this APPENDIX 10 - Conflicts; Collusion; Lobbying in the form set out below by setting out any exceptions to the declarations in Section 9 of the Legal Terms and Conditions attached as Appendix 1 to this Part C - Form of Proposal or indicate that there are no exceptions, as applicable.

Exceptions to Declaration as to no Conflict of Interest in RFP Process (Section 9.1 of Legal Terms and Conditions)	No Exceptions
Exceptions to Declaration as to No Conflict of Interest Respecting Proposed Supply (Section 9.2 of Legal Terms and Conditions)	No Exceptions
Exceptions to Declaration as to No Collusion (Section 9.3 of Legal Terms and Conditions)	No Exceptions
Exceptions to Declarations as to No Lobbying (Section 9.4 of Legal Terms and Conditions)	No Exceptions

**Assessment Department****Mailing Address**

PO Box 5350  
Station Terminal  
Vancouver BC V6B 5L5

**Location**

6951 Westminster Highway  
Richmond BC  
V7C 1C6  
[www.worksafebc.com](http://www.worksafebc.com)

**Clearance Section**

Telephone 604 244 6380  
Toll Free within Canada  
1 888 922 2768  
Fax 604 244 6390

City of Vancouver  
453 West 12th Avenue  
VANCOUVER, BC V5Y 1V4

January 13, 2020

**Person/Business : TENNIS - BRITISH COLUMBIA**  
**Account number : 604031**

We confirm that the above-mentioned account is currently **active** and **in good standing**.

This firm has had continuous coverage with us since May 01, 1999 and has satisfied assessment remittance requirements to **January 01, 2020**.

The next payment that will affect this firm's clearance status is due on January 20, 2020.

This information is only provided for the purposes of Section 51 of the *Workers Compensation Act*, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre  
Assessment Department

**Clearance Reference # : C131395919**  
**CLRA1A**

**Now you can report payroll and pay premiums online.**

**Visit [www.worksafebc.com](http://www.worksafebc.com)**

*Please refer to your account number in your correspondence or when contacting the Assessment Department.*

**To alter this document constitutes fraud.**

**LICENCE OFFICE**

515 West 10th Avenue

Vancouver, BC Canada V5Z 4A8

Within Vancouver, phone: 3-1-1

Outside Vancouver, phone: 604-873-7000

TENNIS BC  
210 W BROADWAY UNIT 204  
VANCOUVER, BC CAN V5Y 3W2

# 2020

Licence # 20-123845

## BUSINESS LICENCE

Issued: January 03, 2020  
Expires: December 31, 2020

**Business Licence Holder:**  
Tennis - British Columbia

**Business Type:** CX - Community Association

**Business Trade Name:**  
Tennis BC

**Located At:** 210 W BROADWAY UNIT 204

<b>BL Renewal Fee</b>	<b>\$2.00</b>
<b>Total Fee Paid</b>	<b>\$2.00</b>

The above named is hereby licensed to carry on the business, trade, profession or other occupation stated herein. In issuing this licence the City does not represent or warrant compliance with other City of Vancouver by-laws. The licensee is responsible for ensuring compliance with all relevant by-laws of the City and additional approvals may be required provincially or federally. If this licence has been issued in conjunction with a time-limited Development Permit, this licence will not be valid if the Development Permit has expired and has not been extended. This licence must be posted upon the licensed premise and is valid at this address only.

**Mark Roberts**  
**CEO Tennis BC**  
[mroberts@tennisbc.org](mailto:mroberts@tennisbc.org)

s.22(3)(d)



**SARAH KADI**

s.22(3)(d)



**SARAH KADI**

s.22(3)(d)



**Jeannie Rohr**

s.22(3)(d)



**Jeannie Rohr**

s.22(3)(d)



---

KHRISTINA BLAJKEVITCH

s.22(3)(d)





## Board of Directors

President — Mark Braidwood  
 1st V.P. — Denise Wong  
 2nd V.P. — Karen Clarke  
 Treasurer — Chris Thompson - Chair Finance and Audit Committee  
 Secretary — Kevie Toor  
 Justin Kates - director  
 Kira Dralluk - director  
 Marvin Storrow - director  
 Winston Pain - director  
 Past President — Rick Hastings - Chair Nom. Committee

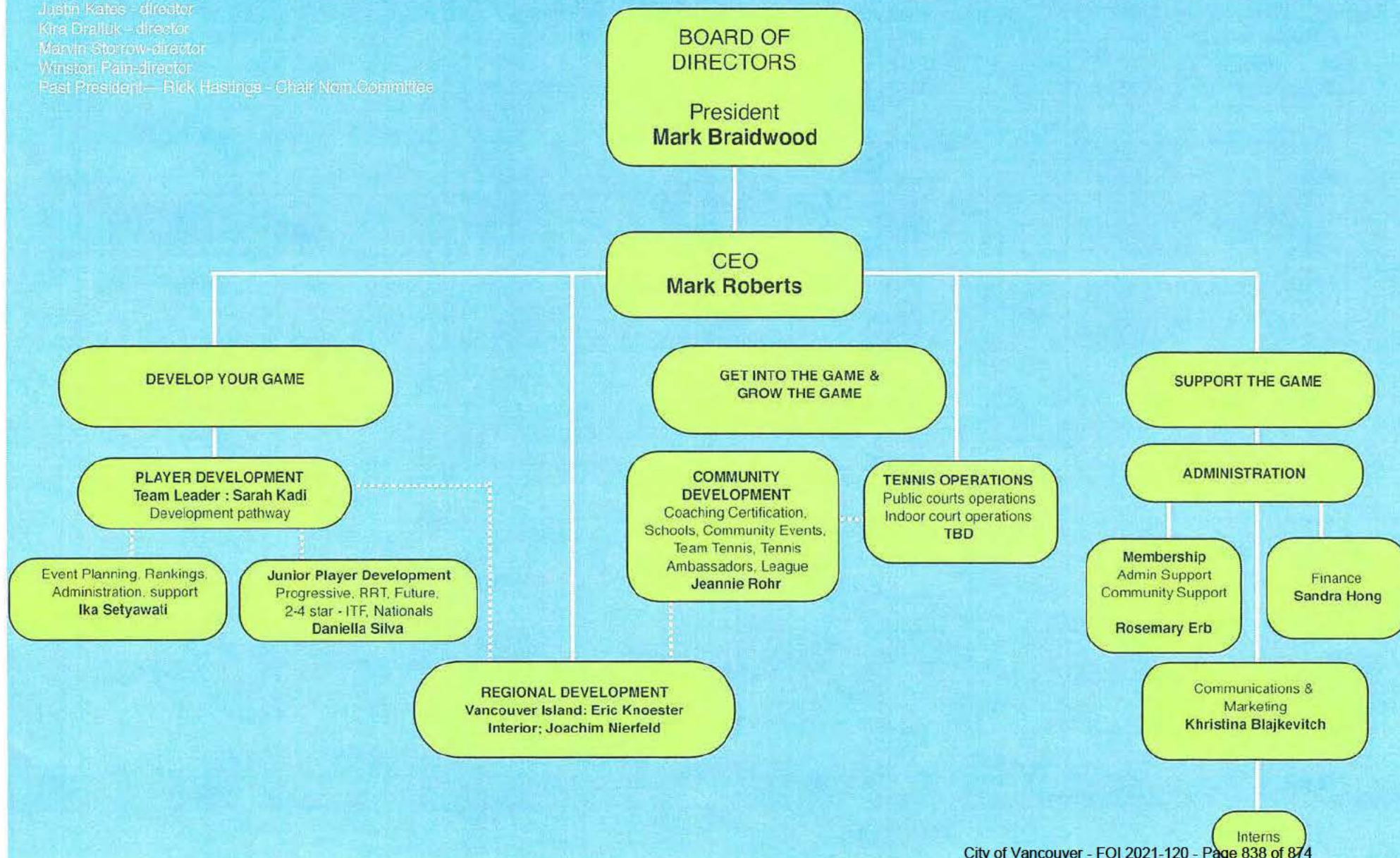


TABLE D YEAR 2

DESCRIPTION OF ACTIVITY	ANNUAL AMOUNT
<b>GROSS REVENUE:</b>	
Revenue from operations	
court rentals \$17,848	
Lessons \$169,839	
Leagues in court rental	
Ladders in court rental	
Tournaments \$13,440	
Other	
<b>TOTAL GROSS REVENUE (A)</b>	\$201,127
<b>EXPENSES</b>	
Operating expenses (provide detailed description of activities/expenses)	
Labour (Coaching and staff labour on site) \$100,401	
Variable operating costs (balls, supplies, charge cards) \$9,833	
Variable marketing costs (3% of Revenue) \$6,034	
Fixed Costs (repairs, cleaning, technology) \$18,400	\$134,668
<b>MANAGEMENT FEES (Provide Description)</b>	
Corporate overhead allocation recovery 5% \$10,056	
Tennis BC Operating Income \$29,802	\$39,858
<b>TOTAL EXPENSES (B):</b>	\$174,526
<b>NET REVENUE TO THE CITY/PARK BOARD (A-B)</b>	
Total Gross Revenue minus total expenses	\$26,601
What Financial deviations could occur in Year two and/or three of the contract? YEAR 3 COULD GROW SIGNIFICANTLY WITH THE ADDITION OF NEW COURTS. NOTE THIS MODEL DOES NOT TAKE INTO ACCOUNT ANY ADDITIONAL LOCATIONS.	

TABLE D YEAR 1

DESCRIPTION OF ACTIVITY	ANNUAL AMOUNT
<b>GROSS REVENUE:</b>	
Revenue from operations	
court rentals \$10,709	
Lessons \$101,904	
Leagues in court rental	
Ladders in court rental	
Tournaments \$13,440	
Other	
<b>TOTAL GROSS REVENUE (A)</b>	\$126,053
<b>EXPENSES</b>	
Operating expenses (provide detailed description of activities/expenses)	
Labour (Coaching and staff labour on site) \$78,965	
Variable operating costs (balls, supplies, charge cards) \$6,072	
Variable marketing costs (3% of Revenue) \$3,782	
Fixed Costs (repairs, cleaning, technology, insurance) \$18,400	\$107,219
<b>MANAGEMENT FEES (Provide Description)</b>	
Corporatate overhead allocation recovery 5% \$6,303	
Tennis BC Operating Income \$2,532	\$8,835
<b>TOTAL EXPENSES (B):</b>	\$116,053
<b>NET REVENUE TO THE CITY/PARK BOARD (A-B)</b>	
Total Gross Revenue minus total expenses	\$10,000
Tennis BC will work with the city to define minimum rent to the city for courts and a profit split formula as sales increase.	
What Financial deviations could occur in Year two and/or three of the contract? SEE YEAR 2 TABLE D ATTACHED for sales increases expected with full year marketing	

**From:** "Li, Jessica" <jessica.li@vancouver.ca>

**To:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>

"Collins, Tim" <Tim.Collins@vancouver.ca>

"Marousek, Michael" <Michael.Marousek@vancouver.ca>

**CC:** "Quayle, Bruce" <bruce.quayle@vancouver.ca>

**Date:** 2/21/2020 4:18:08 PM

**Subject:** FW: PS20191554 - Stanley Park Tennis - Clarification on pricing

**Attachments:** PastedGraphic-1.tiff

TABLE D FINANCIALS YEAR 3.xlsx

Detailed costs and revenue breakdown for submission RFP.pdf

---

Hi, just following up on this email with updated financial section from Tennis BC. Please let me know your comments.

Bruce, I've cc'd you here so you can have a look as well.

Thanks,

Jessica

---

**From:** Li, Jessica

**Sent:** Wednesday, February 12, 2020 1:34 PM

**To:** McDonald, Erica; Collins, Tim; Marousek, Michael

**Subject:** FW: PS20191554 - Stanley Park Tennis - Clarification on pricing

See email below from Tennis BC along with attachments. s.13(1)

Jessica

---

**From:** Mark Roberts [mailto:mroberts@tennisbc.org]

**Sent:** Wednesday, February 12, 2020 12:36 PM

**To:** Li, Jessica

**Subject:** Re: PS20191554 - Stanley Park Tennis - Clarification on pricing

Hi Jessica

s.22(1)

Here is the information you require. I have a one page document with details and then the third year estimates.

As I have previously stated the financial model we are filling out does not reflect any way that Tennis BC would share in the profits so we include that under the management fee area. The way this reads is that the City would participate in the bottom line versus the sales area which requires more details and more accounting detail which adds to the cost during the season.

I would be happy to discuss the financial arrangements and ensure we have this clear. As a not for profit any of our positive bottom line would be put back into growing the sport on public courts and or ensuring the courts are properly used and maintained.

Regards

Mark

Mark Roberts

CEO Tennis BC

[www.tennisbc.org](http://www.tennisbc.org)

On Feb 7, 2020, at 5:30 PM, Li, Jessica <[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)> wrote:

Hi Mark,

To follow on our phone conversation, so we can better understand your commercial proposal, especially as we look ahead to future years, please send me a breakdown including pricing/activities for the different sections within the Pricing Table D, including:

Revenue from operations  
Expenses  
Management fees

Please clarify:

Unit pricing for the various activities, such as rental rates, lessons, coaching rates, etc,

Staffing fees ☐ Hourly rates

Allocation of staff labour hours

How are the management fees determined? (There is an increase from Year 1 to Year 2)

Please complete a pricing table D for Year 3 projection.

Let me know if you have any questions.

Thank you,

Jessica Li  
Buyer, Supply Chain Management  
City of Vancouver  
604.257.8411  
[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)



TABLE D YEAR 3

DESCRIPTION OF ACTIVITY	ANNUAL AMOUNT
<b>GROSS REVENUE:</b>	
Revenue from operations	
court rentals \$24,682	
Lessons \$219,219	
Leagues in court rental	
Ladders in court rental	
Tournaments \$13,440	
Other	
<b>TOTAL GROSS REVENUE (A)</b>	\$257,341
<b>EXPENSES</b>	
Operating expenses (provide detailed description of activities/expenses)	
Labour (Coaching and staff labour on site) \$112,435	
Variable operating costs (balls, supplies, charge cards) \$12,798	
Variable marketing costs (3% of Revenue) \$7,720	
Fixed Costs (repairs, cleaning, technology) \$18,400	\$151,353
<b>MANAGEMENT FEES (Provide Description)</b>	
Corporate overhead allocation recovery 5% \$12,867	
Tennis BC Operating Income \$54,000	\$66,867
<b>TOTAL EXPENSES (B):</b>	\$218,220
<b>NET REVENUE TO THE CITY/PARK BOARD (A-B)</b>	
Total Gross Revenue minus total expenses	\$39,121
NOTE: We have a formula for net revenue sharing with a minimum 10,000 to the city, 50% profit sharing up to \$50,000 and then 25% profit share to the city over \$50,000.	
What Financial deviations could occur in Year two and/or three of the contract? YEAR 3 COULD GROW SIGNIFICANTLY WITH THE ADDITION OF NEW COURTS. NOTE THIS MODEL DOES NOT TAKE INTO ACCOUNT ANY ADDITIONAL LOCATIONS.	

## RATES

### Court Rental Rates

Prime Time	TBD likely 4-8pm weekdays, Weekends 9-8 pm
Non Prime	TBD, likely 9-4 pm weekdays
Early	no charge
Ladder	Prime time rate
League	Prime time rate

### Cost/Hour

\$	14
\$	\$5-\$8
\$	-
\$	14
\$	14

### Programs Costs

Private (Average)
Semi Private 2-4
Group 5+
Progressive 1 kids
Progressive 2 kids
Community Outreach subsidized

### Coaches

Students ratio	
Low \$70 High \$90	1
1 coach/court	4
1 coach/court	6
2 coaches/court	8
2 coaches/court	8
1 coach/court	4

### Cost per person/hour

\$	80
\$	25
\$	17
\$	16
\$	16
	\$0-10

### Mgmt Costs estimated overhead costs

Marketing Manager (estimated 10% extra time)
Accounting (estimated 20% extra time)
IT Support costs (estimated 10% extra time)
CEO Support costs
Player Development Director costs
<b>Total mgmt cost</b>

### Allocation of Time

hard cost to Tennis BC as this is outsourced
hard cost to Tennis BC as this is outsourced
hard cost to Tennis BC as this is outsourced
No charge to Stanley Park, estimated 5%
No charge to Stanley Park, estimated 5%
<b>TBC Recovery negative until year 3</b>

### Annual

	4,000
	6,000
	3,000
	\$13,000.00

	Year 1	Year 2	Year 3
Net recovery at %5	6303	10,056	\$12,867

### Coaching Costs

Head coach 1	\$50
Assistant coach 2	\$30
Assistant coach 3	\$25
Assistant coach 4	\$25
Head Coach admin retainer Apr-Sept	\$6,000

per hour

Coaching costs roughly 35%-45% of revenue

Staff Requirement Minimum	Days	hours	per hour	Total	Weeks/Yr	Annual
9 am - 4 pm	1	0	18	0	23.1	\$ -
9 am - 4 pm weekend	2	7	18	252	23.1	\$ 5,821
4 pm - 9 pm	7	5	18	630	23.1	\$ 14,553
Base Total Costs				882		\$ 20,374
Benefits 13% (stat holiday included)						\$ 2,649
Total costs of Staff						\$ 23,023

### Expenses Breakdown

Coaching balls & Equipment (% of Program Rev)	2.00%
Supplies (% of Total Rev)	0.40%
Charge Cards (% of Total Rev)	2.80%
Total	5.20%

### Percentage of sales

	2.00%
	0.40%
	2.80%
	5.20%

### FIXED OPERATING COSTS 6 Months

Court and building cleaning Fee	5400
Building maintenance & supplies	0
Repairs & Maintenance estimate	6000
Utilities Outdoors	0
Insurance	2000
Communication/Technology fees (cel, tech fees, web mgmt)	5000
	18400

### Marketing Budget

Printed materials	1000
Radio promotion 5 weeks	5000
Signage	1000
Total year 1	7000

Note recovery is only \$3782 year 1

**From:** "McDonald, Erica" <erica.mcdonald@vancouver.ca>  
**To:** "Li, Jessica" <jessica.li@vancouver.ca>  
"Collins, Tim" <Tim.Collins@vancouver.ca>  
"Marousek, Michael" <michael.marousek@vancouver.ca>  
**CC:** "Quayle, Bruce" <bruce.quayle@vancouver.ca>  
**Date:** 2/21/2020 4:22:51 PM  
**Subject:** RE: PS20191554 - Stanley Park Tennis - Clarification on pricing

---

Hi Jessica,

As we had discussed earlier, I defer to Tim on whether what is written financially is consistent and acceptable with other arrangements with similar proponents in the PB. I believe you had a conversation with him after discussing it with me so I thought he had provided you with the details you were hoping to achieve.

We emphasize again that the financial component is not a critical consideration for the PB – procurement has spotlighted this and we have tried to support.

Jessica, please call Tim directly for feedback if he hasn't already provided it so we can conclude this matter in the next week. We have already exceeded all timelines discussed. Further delay will have impacts all around.

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



---

**From:** Li, Jessica  
**Sent:** Friday, February 21, 2020 3:18 PM  
**To:** McDonald, Erica; Collins, Tim; Marousek, Michael  
**Cc:** Quayle, Bruce  
**Subject:** FW: PS20191554 - Stanley Park Tennis - Clarification on pricing

Hi, just following up on this email with updated financial section from Tennis BC. Please let me know your comments.

Bruce, I've cc'd you here so you can have a look as well.

Thanks,

Jessica

---

**From:** Li, Jessica  
**Sent:** Wednesday, February 12, 2020 1:34 PM  
**To:** McDonald, Erica; Collins, Tim; Marousek, Michael  
**Subject:** FW: PS20191554 - Stanley Park Tennis - Clarification on pricing

See email below from Tennis BC along with attachments. I've asked them to clarify their financial submission so we could have Year 3 estimates and a breakdown of how the revenues are structured. We should also look to see how their management fees and the revenue to the Park Board is calculated so we can understand the change from year to year.

Jessica

---

**From:** Mark Roberts [mailto:mroberts@tennisbc.org]  
**Sent:** Wednesday, February 12, 2020 12:36 PM  
**To:** Li, Jessica  
**Subject:** Re: PS20191554 - Stanley Park Tennis - Clarification on pricing

Hi Jessica

s.22(1)

Here is the information you require. I have a one page document with details and then the third year estimates. As I have previously stated the financial model we are filling out does not reflect any way that Tennis BC would share in the profits so we include that under the management fee area. The way this reads is that the City would participate in the bottom line versus the sales area which requires more details and more accounting detail which adds to the cost during the season.

I would be happy to discuss the financial arrangements and ensure we have this clear. As a not for profit any of our positive bottom line would be put back into growing the sport on public courts and or ensuring the courts are properly used and maintained.

Regards

Mark

Mark Roberts

CEO Tennis BC

[www.tennisbc.org](http://www.tennisbc.org)

604 737 3086 #9

On Feb 7, 2020, at 5:30 PM, Li, Jessica <[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)> wrote:

Hi Mark,

To follow on our phone conversation, so we can better understand your commercial proposal, especially as we look ahead to future years, please send me a breakdown including pricing/activities for the different sections within the Pricing Table D, including:

Revenue from operations

Expenses

Management fees

Please clarify:

Unit pricing for the various activities, such as rental rates, lessons, coaching rates, etc,

Staffing fees ☐ Hourly rates

Allocation of staff labour hours

How are the management fees determined? (There is an increase from Year 1 to Year 2)

Please complete a pricing table D for Year 3 projection.

Let me know if you have any questions.

Thank you,

Jessica Li

Buyer, Supply Chain Management

City of Vancouver

604.257.8411

[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)

**From:** "Collins, Tim" <Tim.Collins@vancouver.ca>  
**To:** "Li, Jessica" <jessica.li@vancouver.ca>  
"McDonald, Erica" <Erica.McDonald@vancouver.ca>  
"Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Date:** 2/25/2020 9:12:34 PM  
**Subject:** RE: PS20191554 - Stanley Park Tennis - Clarification on pricing

---

Hello Jessica,

The caveat to the comments below are that we have discussed that the provision to make money from this venture is less of a priority then it is to get the program correctly established and functional.

s.13(1)



Tim

---

**From:** Li, Jessica  
**Sent:** Friday, February 21, 2020 3:18 PM  
**To:** McDonald, Erica; Collins, Tim; Marousek, Michael  
**Cc:** Quayle, Bruce  
**Subject:** FW: PS20191554 - Stanley Park Tennis - Clarification on pricing

Hi, just following up on this email with updated financial section from Tennis BC. Please let me know your comments.

Bruce, I've cc'd you here so you can have a look as well.

Thanks,

Jessica

---

**From:** Li, Jessica  
**Sent:** Wednesday, February 12, 2020 1:34 PM  
**To:** McDonald, Erica; Collins, Tim; Marousek, Michael  
**Subject:** FW: PS20191554 - Stanley Park Tennis - Clarification on pricing

See email below from Tennis BC along with attachments. I've asked them to clarify their financial submission so we could have Year 3 estimates and a breakdown of how the revenues are structured. We should also look to see how their management fees and the revenue to the Park Board is calculated so we can understand the change from year to year.

Jessica

---

**From:** Mark Roberts [mailto:mroberts@tennisbc.org]  
**Sent:** Wednesday, February 12, 2020 12:36 PM  
**To:** Li, Jessica  
**Subject:** Re: PS20191554 - Stanley Park Tennis - Clarification on pricing

Hi Jessica

s.22(1)

Here is the information you require. I have a one page document with details and then the third year estimates.

As I have previously stated the financial model we are filling out does not reflect any way that Tennis BC would share in the profits so we include that under the management fee area. The way this reads is that the City would participate in the bottom line versus the sales area which requires more details and more accounting detail which adds to the cost during the season.

I would be happy to discuss the financial arrangements and ensure we have this clear. As a not for profit any of our positive bottom line would be put back into growing the sport on public courts and or ensuring the courts are properly used and maintained.

Regards

Mark

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org)  
604 737 3086 #9

On Feb 7, 2020, at 5:30 PM, Li, Jessica <[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)> wrote:

Hi Mark,

To follow on our phone conversation, so we can better understand your commercial proposal, especially as we look ahead to future years, please send me a breakdown including pricing/activities for the different sections within the Pricing Table D, including:

Revenue from operations  
Expenses  
Management fees

Please clarify:

Unit pricing for the various activities, such as rental rates, lessons, coaching rates, etc,

Staffing fees ☐ Hourly rates

Allocation of staff labour hours

How are the management fees determined? (There is an increase from Year 1 to Year 2)

Please complete a pricing table D for Year 3 projection.

Let me know if you have any questions.

Thank you,

Jessica Li

Buyer, Supply Chain Management

City of Vancouver

604.257.8411

[Jessica.li@vancouver.ca](mailto:Jessica.li@vancouver.ca)

**From:** "Li, Jessica" <jessica.li@vancouver.ca>  
**To:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
"Collins, Tim" <Tim.Collins@vancouver.ca>  
"Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**CC:** "Su, Susan Jing" <Susanjing.Su@vancouver.ca>  
"Quayle, Bruce" <bruce.quayle@vancouver.ca>  
**Date:** 3/12/2020 5:53:44 PM  
**Subject:** FW: Proposal  
**Attachments:** Park Board Proposal March 12 2020.docx

---

Hi Erica, Tim and Michael,

Please see email below and attached counter proposal from Tennis BC.

I've also attached a price comparison excel spreadsheet which includes the original proposed price estimates; pricing based on our new fee structure and percentages; and now their counter proposal using the new fee structure.

I spoke with Mark today and he said they're just completing the contract for their Richmond courts which involves 4 indoor courts. Their fee structure also includes a base + percentage. Let's talk tomorrow and see how best to move forward.

Thanks,

Jessica

---

**From:** Mark Roberts [mailto:mroberts@tennisbc.org]  
**Sent:** Thursday, March 12, 2020 5:09 PM  
**To:** Li, Jessica  
**Subject:** Proposal

Hello Jessica

Thanks for the phone call.

Here is our response to your proposal.

As you can imagine we have had a crazy couple of days but I have been able to work with our treasurer to review your proposal and understand the financial impact potential. We had build some very good financial models for our Richmond Hub and the Stanley Park RFP and we have a strong understanding of the cost side of the business. The recent proposal from the park board is a significant change from our proposal and would have major risk to Tennis BC. I have summarized our position on a number of points in the attached and added our counter proposal. As I have been working with Tennis Canada, International tennis federations, our clubs and our facility today on the Coronavirus issues, please excuse any spelling mistakes or any unclear language, I wanted to quickly get this to you.

Feel free to call for clarification or better yet I could try and make it down to discuss. To be honest tomorrow might be a challenge and I know you are going away but let me know.

You can reach my cel at s.22(1) .

Regards

Mark



## Park Board Proposal

Tennis BC developed its original proposal with all of the costs estimated as closely as we could. We want to summarize our position on the proposal's contents and other relevant information.

- The format that the park board required for the financial proposal was an open book format of costs and was presented as a shared profit and cost model with shared risks, effectively a profit share model. Tennis BC raised the question about the format that was required and how it made more sense to go with a % of revenue format. We see that the new financial proposal is in that format however all the cost risks have now shifted to Tennis BC
- Our sales estimates were based upon assumptions having not run this program before and we originally did not submit year 3 assumptions as we were cautious about projecting that far out. While we have a variety of scenarios, we internally reviewed for year 3, we realize that there are many variables we don't yet know.
- In our discussions at the park board offices, we discussed Tennis BC's concern about the paid courts not being resurfaced and how that might influence players to not want to book on the bottom courts. This raises the risk of court rental income. It appears that those courts will not be resurfaced in the immediate future and that will further create sales doubt into year 2 and 3.
- The RFP required the addition of low-cost programs and price sensitivity of programs. Tennis BC included programs that will be subsidized by our organization and that we make no money on. In the old format of the financial submission, the Park Board shared in the cost of those programs. In the new financial proposal, Tennis BC absorbs the cost of those programs and we would lose money on them. With both a fixed cost rent plus a % of sales, low cost program will lose money.
- Tennis BC proposed lower cost rental costs for booking courts during non-prime time than in past years. The park board proposal would impact Tennis BC's ability to keep those prices low
- We are very concerned about the short-term impact of the Coronavirus and what impact that could have to the coming summer sales. Just today three major tennis tournaments in Vancouver have been cancelled, the world Tennis tour has been shelved for 6 weeks and all major tennis events cancelled. While we knew this would be a last-minute decision to award the RFP, we have obviously not marketed any programs nor hired any staff. Will people be willing to sign up for any tennis lessons? Will the Stanley Park Tournament be cancelled? Will tourism be seriously impacted this summer? There are many scenarios that make the risk of short-term financials concerning.

We have reviewed the latest park board financial proposal, if we agreed to these terms, we would lose money in year 2 and year 3. We planned on year 1 being a break-even year at best. In our original proposal we did not “keep” any hidden numbers. We have included costs where we can best run a professional facility at Stanley Park. While past operators may have had a different profit model as a mom and pop, we want this to be a great example of what can happen on public courts with professional management. We recognize that operating at the park is a challenge with regards to having no real office space, a challenge to support players/kids who are sick or injured with a place to rest/lie down, no significant signage allowed etc. However, all of these challenges add up to additional costs of doing business to run a professional facility.

Here is our counter proposal to the park board.

Year 1 We accept the \$10,000 fixed amount. However it needs to be subject to renegotiation pending the Coronavirus impact. We are prepared to have open book review of this but need to build in this unknown to our proposal. Should we not be able to run programming or events this would be a significant problem.

Year 2. \$12,500 base sum minimum, 12% of revenues

Year 3 \$15,000 base sum minimum, 12 % of revenues

Tennis BC is assuming all the risk in the proposal. As a not for profit, we cannot risk losing money and need to be prudent. We believe we can do a great job there and want to make sure we don't run a under-staffed facility just to avoid losses. In order for us to grow our sport we need our resources to be placed where they can positively impact players. We think we can grow sales significantly over a 2-3 year period and the sharing of higher revenues will add income to the park board. We also believe that we can add future sites, thus adding revenue to the park board. All of this allows us to put more resources to our programs, run better programs and reduce player costs over time.

From: "Li, Jessica" <jessica.li@vancouver.ca>  
To: "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
CC: "Quayle, Bruce" <bruce.quayle@vancouver.ca>  
"Collins, Tim" <Tim.Collins@vancouver.ca>  
"Marousek, Michael" <Michael.Marousek@vancouver.ca>  
"Su, Susan Jing" <Susanjing.Su@vancouver.ca>  
"Chin, Daisy" <daisy.chin@vancouver.ca>  
Date: 3/20/2020 4:47:27 PM  
Subject: RE: Proposal

---

If it's regarding the Agreement, please contact Bruce Quayle. If regarding the RFP process, please contact Susan Jing Su.

Thanks,  
Jessica

---

From: McDonald, Erica  
Sent: Friday, March 20, 2020 4:46 PM  
To: Li, Jessica  
Cc: Quayle, Bruce; Collins, Tim; Marousek, Michael; Su, Susan Jing; Chin, Daisy  
Subject: Re: Proposal

Jessica who is handling this in your absence? Regardless of what we are dealing with now I may need to discuss further.

Erica McDonald  
Sent from my iPhone

On Mar 20, 2020, at 4:38 PM, Li, Jessica <jessica.li@vancouver.ca> wrote:

Hi Erica,

We'll need to wait a week or so until the contract is signed. I'm sure G&G can understand as we are in the middle of an emergency and uncertain times.

Thanks,

Jessica

---

From: McDonald, Erica  
Sent: Friday, March 20, 2020 3:54 PM  
To: Li, Jessica; Quayle, Bruce; Collins, Tim; Marousek, Michael  
Cc: Su, Susan Jing; Chin, Daisy  
Subject: RE: RE: Proposal

Jessica, we cannot wait until then to inform Gord and Gayle.  
What messaging can we send now.

Erica McDonald | Manager, Recreation Services  
Hillcrest Centre  
604.257.6945  
604.379.8611 c

---

From: Li, Jessica  
Sent: 20 March 2020 15:40  
To: Quayle, Bruce; McDonald, Erica; Collins, Tim; Marousek, Michael

**Cc:** Su, Susan Jing  
**Subject:** RE: RE: Proposal

To let you all know, I've sent the draft agreement to Tennis BC. I'll be back March 30<sup>th</sup> and will check in then.

Take care everyone and stay safe,

Jessica

s.14



---

**From:** Li, Jessica  
**Sent:** Friday, March 13, 2020 1:03 PM  
**To:** McDonald, Erica; Collins, Tim; Marousek, Michael  
**Cc:** Su, Susan Jing; Quayle, Bruce  
**Subject:** RE: Proposal

Hi Erica,

I've spoken with Mark Roberts and let him know we accept their updated fee proposal and are moving forward on award to Tennis BC, and that we will be sending him a contract for review soon, possibly later today. He's aware that I'll only be in on Thursday next week.

Thanks,

Jessica

---

**From:** McDonald, Erica  
**Sent:** Friday, March 13, 2020 12:21 PM  
**To:** Collins, Tim; Li, Jessica; Marousek, Michael  
**Cc:** Su, Susan Jing; Quayle, Bruce  
**Subject:** RE: Proposal

Folks, I am deep into COVID 19 planning for all of our recreation spaces, programs, etc.

So if Tim is good with the changes then I am as well.  
If there is anything non financial just let me know and I will try to look at it later this afternoon.

**Erica McDonald** | Manager, Recreation Services  
Hillcrest Centre  
604.257.6945  
604.379.8611 c

---

**From:** Collins, Tim

**Sent:** 13 March 2020 09:20  
**To:** Li, Jessica; McDonald, Erica; Marousek, Michael  
**Cc:** Su, Susan Jing; Quayle, Bruce  
**Subject:** RE: Proposal

Jessica,  
s.13(1)



I am comfortable with accepting and proceeding with their counter offer with the caveats above.

Thanks Everyone  
Tim

---

**From:** Li, Jessica  
**Sent:** Thursday, March 12, 2020 5:54 PM  
**To:** McDonald, Erica; Collins, Tim; Marousek, Michael  
**Cc:** Su, Susan Jing; Quayle, Bruce  
**Subject:** FW: Proposal

Hi Erica, Tim and Michael,

Please see email below and attached counter proposal from Tennis BC.

I've also attached a price comparison excel spreadsheet which includes the original proposed price estimates; pricing based on our new fee structure and percentages; and now their counter proposal using the new fee structure.

I spoke with Mark today and he said they're just completing the contract for their Richmond courts which involves 4 indoor courts. Their fee structure also includes a base + percentage. Let's talk tomorrow and see how best to move forward.

Thanks,

Jessica

---

**From:** Mark Roberts [<mailto:mroberts@tennisbc.org>]  
**Sent:** Thursday, March 12, 2020 5:09 PM  
**To:** Li, Jessica  
**Subject:** Proposal

Hello Jessica

Thanks for the phone call.

Here is our response to your proposal.

As you can imagine we have had a crazy couple of days but I have been able to work with our treasurer to review your proposal and understand the financial impact potential. We had build some very good financial models for our Richmond Hub and the Stanley Park RFP and we have a strong understanding of the cost side of the business. The recent proposal from the park board is a significant change from our proposal and would have major risk to Tennis BC. I have summarized our position on a number of points in the attached and added our counter proposal. As I have been working with Tennis Canada, International tennis federations, our clubs and our facility today on

the Coronavirus issues, please excuse any spelling mistakes or any unclear language, I wanted to quickly get this to you.

Feel free to call for clarification or better yet I could try and make it down to discuss. To be honest tomorrow might be a challenge and I know you are going away but let me know.

You can reach my cell at s.22(1) .

Regards

Mark

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org)  
604 737 3086 #9

From: "Collins, Tim" <Tim.Collins@vancouver.ca>  
To: "Li, Jessica" <jessica.li@vancouver.ca>  
"Quayle, Bruce" <bruce.quayle@vancouver.ca>  
CC: "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
"Marousek, Michael" <Michael.Marousek@vancouver.ca>  
"Su, Susan Jing" <Susanjing.Su@vancouver.ca>  
Date: 4/2/2020 9:05:57 AM  
Subject: RE: PS20191554 - Agreement (draft) - Stanley Park Tennis Courts

---

I am ok with the

- Page 2 f iv with a response back TBC that the change will be accepted to this provision, with the caveat they we reserve the right to revisit this provision in the future
- Page 4 "g" – this is more of a question for Bruce.
- Page 7 – Revenues - My understanding is base fee or percentage of gross revenue, whichever is higher correct?

---

From: Li, Jessica  
Sent: Tuesday, March 31, 2020 6:08 PM  
To: Collins, Tim; Quayle, Bruce  
Cc: McDonald, Erica; Marousek, Michael; Su, Susan Jing  
Subject: FW: PS20191554 - Agreement (draft) - Stanley Park Tennis Courts

Hi Tim and Bruce,

Please see Tennis BC s comments below along with the attached tracked changes they made to the agreement.

Here is a summary with my questions/comments

- Page 2 e - I think it southeasterly is correct
- Page 2 f iv Tim, is this ok?
- Page 3 p term ends Dec 31, 2022? (3 years)
- Page 4 g Tim, is this ok?
- Page 7 Revenues - My understanding is base fee or percentage of gross revenue, whichever is higher Is that correct?
- Page 7 What do you think of the additions in section 21 and 22?
- Page 7 Bruce, how do we respond to his question in section 23?
- Page 10 section 32 Bruce, is this wording ok? Do subcontractors also include any volunteers?
- Page 11 section 36 is this wording ok?

Thank you,

Jessica

---

From: Mark Roberts [mailto:mroberts@tennisbc.org]  
Sent: Monday, March 23, 2020 2:31 PM  
To: Li, Jessica  
Subject: Re: PS20191554 - Agreement (draft) - Stanley Park Tennis Courts

Hi Jessica

I hope you are having a nice time away given the circumstances. I hope you at least get to do some fun things.

Attached is our response to the contract. There are a couple of key issues that I have highlighted in the lease with some clarification written which you can delete as needed. I want to explain them here in this letter as well.

1. Financial terms. As per our conversation on the phone, I don't know if I explained well enough our proposal and as such have adjusted the wording slightly. If you did understand it then there is no explanation needed but I will outline it anyhow.

Our financial proposal includes the guaranteed minimums as outlined but the 12% is over and above the minimum rent. In other words, once the minimum rent threshold is met, then we pay the 12% on sales over the natural breakpoint  
ie  $\$12,500/12\% = \$104,166.67$ . From that point on the park board received 12% of all revenue as outlined in the contract.

Hopefully that's how you understood that portion but that was our intent.

2. For obvious reasons, the current tennis season is in real jeopardy. I believe the park board locked the courts today. We clearly won't be running any programs April 1 and likely not until July earliest. We believe the Stanley Park Tennis Tournament will not be held due to planning requirements, sponsor challenges and the fact that we will likely be laying off some staff until we know what happens with our funding.

We propose that this current year be on a 12% fee basis only starting two weeks after we can operate the courts (that allows us to get staffing organized and programs marketed).

We have also added in future years to some kind of prorated fees in case, god forbid, something like this happens again.

I know the park board has its hands full right now, as do we, but eventually this will be a great program and I look forward to the partnership.

Best regards  
Mark

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org)  
604 737 3086 #9

On Mar 20, 2020, at 3:36 PM, Li, Jessica <[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)> wrote:

Hi Mark,

I hope you are all doing well. I'm pleased to let you know we have approval to move forward and contract with Tennis BC for PS20191554 Provision of Services for Stanley Park Tennis Court Management. Please see attached Agreement for your review. Let me know if you have any questions. I will be away next week, returning March 30<sup>th</sup>.

Take care,

Jessica Li  
Buyer, Supply Chain Management  
City of Vancouver  
604.257.8411  
[jessica.li@vancouver.ca](mailto:jessica.li@vancouver.ca)

---

From: Mark Roberts [<mailto:mroberts@tennisbc.org>]  
Sent: Thursday, March 12, 2020 5:09 PM

**To:** Li, Jessica  
**Subject:** CM: Proposal

Hello Jessica

Thanks for the phone call.

Here is our response to your proposal.

As you can imagine we have had a crazy couple of days but I have been able to work with our treasurer to review your proposal and understand the financial impact potential. We had build some very good financial models for our Richmond Hub and the Stanley Park RFP and we have a strong understanding of the cost side of the business. The recent proposal from the park board is a significant change from our proposal and would have major risk to Tennis BC. I have summarized our position on a number of points in the attached and added our counter proposal. As I have been working with Tennis Canada, International tennis federations, our clubs and our facility today on the Coronavirus issues, please excuse any spelling mistakes or any unclear language, I wanted to quickly get this to you.

Feel free to call for clarification or better yet I could try and make it down to discuss. To be honest tomorrow might be a challenge and I know you are going away but let me know.

You can reach my cel at s.22(1)

Regards

Mark

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org)  
604 737 3086 #9

<PS20191554 - Agreement - Stanley Park Tennis Courts 1-6 (draft).doc>

From: "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
To: "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
Date: 5/8/2020 3:40:23 PM  
Subject: FW: Thoughts

---

More questions from Mark.

I mentioned about court rentals only to him to day when we briefly spoke. You will need to clarify our expectations on what they can and cant do more specifically when you communicate with him.

Erica McDonald | Manager Recreation Services  
t. 604.257.6945| c. 604.379.8611

I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations

-----Original Message-----

From: Li, Jessica  
Sent: Friday, May 8, 2020 3:33 PM  
To: McDonald, Erica  
Cc: mroberts@tennisbc.org  
Subject: FW: Thoughts

Hi Erica,

Below are a couple more questions, from Mark yesterday.

Thanks,

Jessica

-----Original Message-----

From: Mark Roberts [mailto:mroberts@tennisbc.org]  
Sent: Thursday, May 7, 2020 3:07 PM  
To: Li, Jessica  
Subject: [EXT] Thoughts

City of Vancouver security warning: Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

Hi jessica

I know we have not got a signed agreement but here are a couple of key points to consider.

1 the city websites all direct tennis players to gord and gayles contact info. The sooner we can change that the better. I can send you links and numbers as soon as you want them

2 we are likely to see tennis down there soon. We will need access to the room down there as soon

as possible to get ourselves organized.

Thanks

Mark

Mark Roberts

From: s.22(1)  
To: Erica.McDonald@vancouver.ca  
Michael.Marousek@vancouver.ca  
CC: jessica.li@vancouver.ca  
Date: 5/13/2020 11:29:29 AM  
Subject: [EXT] Questions re the future plans for the tennis courts at stanley park.

---

**City of Vancouver security warning:** Do not click on links or open attachments unless you were expecting the email and know the content is safe.

---

I have written to the general inquiry line and to date have not received a response . I was given your names and was hoping you could answer some of our questions regarding the stanley park tennis facilities.

I have become aware that Tennis BC is in negotiations with the Parks board over control of the stanley park tennis courts .

I have several questions regarding these negotiations :

1. How many courts are Tennis BC looking to take over and use for their various programs?
2. What will be their proposed cost for the individual programs?
3. How many free public courts will there be left for the general public to use?
4. Will Tennis BC also be looking at taking control of the lagoon courts?
5. How does the stanley park tennis club fit into the plan ? Have you consulted with anyone from the club
6. Do you or Tennis BC have plans to erect a tennis bubble for winter use of the courts?
7. Do you or Tennis BC have any plans to add pickleball courts?
8. What is your projected budget (revenues and expenditures) for the coming year (2021)

I live in the west end, I am a tennis player , so would be very interested in your detailed response.

Sincerely

s.22(1)

----- Forwarded message -----

From: s.22(1) >  
Date: Sun., May 10, 2020, 9:11 a.m.  
Subject: Stanley park tennis courts  
To: <mroberts@tennisbc.org>

Mark I listened to your interview on "It takes a village" and I have some questions?

1. How many courts are Tennis BC looking to take over and use for your various programs?
2. What will be your proposed cost for the individual programs?
3. How many free public courts will there be left for the general public to use?
4. Will you also be looking at taking control of the lagoon courts?
5. How does the stanley park tennis club fit into your plan ? Have you consulted with anyone from the club
6. Do you have plans to erect a tennis bubble for winter use of the courts?
7. Do you have any plans to add pickleball courts?
8. What is your projected budget (revenues and expenditures) for the coming year (2021)

I live in the west end, I am a tennis player , so would be very interested in your detailed response.

Sincerely

From: "Mark Roberts" <mroberts@tennisbc.org>

To: s.22(1)

CC: stuart.mackinnon@vancouver.ca

Tricia.Barker@vancouver.ca

john.coupar@vancouver.ca

Dave.Demers@vancouver.ca

Camil.Dumont@vancouver.ca

John.Irwin@vancouver.ca

Gwen.Giesbrecht@vancouver.ca

Michael.Marousek@vancouver.ca

Date: 6/9/2020 11:40:15 AM

Subject: Re: Stanley Park tennis courts and Tennis BC

---

Hi s.22(1)

I trust you received my response dated May 11, 2020 in which I responded to your questions (I have copied it below again).

Further to that email it is Tennis BC's mandate to grow the sport throughout the province. Currently there are many public tennis courts that are utilized by community centres, schools and municipalities around the province to give players the opportunity for lessons and introduction to the game. Our goal has been to continue that good work with certified professionals who can support the growth of the sport using Tennis Canada's excellent teaching curriculum. All revenues that Tennis BC receives from all sources are returned to the game in our outreach programs to support a variety of groups which are part of the strategic plan you have. We have had community centres and municipalities reach out to us to help them with facilities growth and or programs using our expertise and resources.

We don't handle pickle ball as a part of our mandate but there are many tennis players who play both sports and we support all players who want to stay active. Our budgets are not posted but all year end financials are audited, posted on our website and presented at our AGM.

If there is confusion about our strategic plan I apologize. We circulated that plan to members, coaches, staff, tennis community via email and on our website prior to it being posted for feedback.

We had overwhelming positive feedback about supporting the growth of the game and about our programs to support a variety of user groups throughout the province. If you have concerns about us taking over anything I can assure you we are far too small as an organization to take anything over, rather we support any groups that want to grow our sport.

Regards  
Mark

May 11, 2020

H s.22(1)

Thanks for your email.

There seems to be some misinformation out there so let me see if I can clear this up.

The lower 6 courts at Stanley Park have been operated for around 20 years by a private for profit organization with charges for courts, lessons etc. The park board this year put that contract up for public tender for any interested participants. Tennis BC submitted a proposal to the park board, along with others I believe although don't know whom, and we were awarded the contract just this past Friday. Up until that point we did not know who would win the contract. All groups submitted private confidential proposals and according to the terms of the RFP were not allowed to communicate with each other so as to avoid any collusion, which is the same process all city proposals operate I assume. Our contract is nothing different then what has happened on those 6 courts for many years although Tennis BC will bring our community outreach to the courts as a part of our grow the game mission.

We have nothing to do with any other courts in the park or anywhere else with regards to the park board.

This is a summer contract only annually and does not contemplate any indoor facility. That would be great if one day we could have indoor courts downtown but that is a long way off I think.

I hope that clears up any confusion you might have about the program.

Regards  
Mark

Mark Roberts  
CEO Tennis BC  
[www.tennisbc.org](http://www.tennisbc.org) [tennisbc.org]  
604 737 3086 #9



On Jun 9, 2020, at 11:01 AM, s.22(1) > wrote:

Further to my previous questions that remain unanswered . Please find attached the 2019-2023 strategic plan for Tennis BC.

It seems to me that Tennis BC intends to take over more public courts in addition to the 6 courts already being utilized by them at stanley park . After reading there strategic plan it seems to me that they seem to have the intention of obtaining revenue from the other public courts at stanley park to fund their budget over the next few years.

I'd like clarification of this point I am a tennis player living and paying substantial city taxes in the west end and I believe that public courts should remain free to the public and not privatised for the benefit of any other organization.

I hope I'm wrong on this point , please clarify.

Sincerely

s.22(1)

On Mon., May 25, 2020, 7:28 p.m. s.22(1) wrote:

Since I have written to the parks board 2 times on this matter and to date have not received any reply or acknowledgement of my inquiry I am directing these questions to you.

I have become aware that Tennis BC is in negotiations with the Parks board over control of the stanley park tennis cou

I have several questions regarding these negotiations :

1. How many courts are Tennis BC looking to take over and use for their various programs?
2. What will be their proposed cost for the individual programs?
3. How many free public courts will there be left for the general public to use?
4. Will Tennis BC also be looking at taking control of the lagoon courts?
5. How does the stanley park tennis club fit into the plan ? Have you consulted with anyone from the club
6. Do you or Tennis BC have plans to erect a tennis bubble for winter use of the courts?
7. Do you or Tennis BC have any plans to add pickleball courts?
8. What is your projected budget (revenues and expenditures) for the coming year (2021)

I live in the west end, I am a tennis player , so would be very interested in your detailed response.

Sincerely

s.22(1)

**From:** "McDonald, Erica" <Erica.McDonald@vancouver.ca>  
**To:** "Marousek, Michael" <Michael.Marousek@vancouver.ca>  
**Date:** 2/18/2020 12:00:19 PM  
**Subject:** FW: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

---

Keeping you in the loop

Erica McDonald | Manager Recreation Services  
t. 604.257.6945 | c. 604.379.8611

*I am grateful to live and work on the unceded, ancestral territories of the Musqueam, Squamish and Tsleil Waututh Nations*



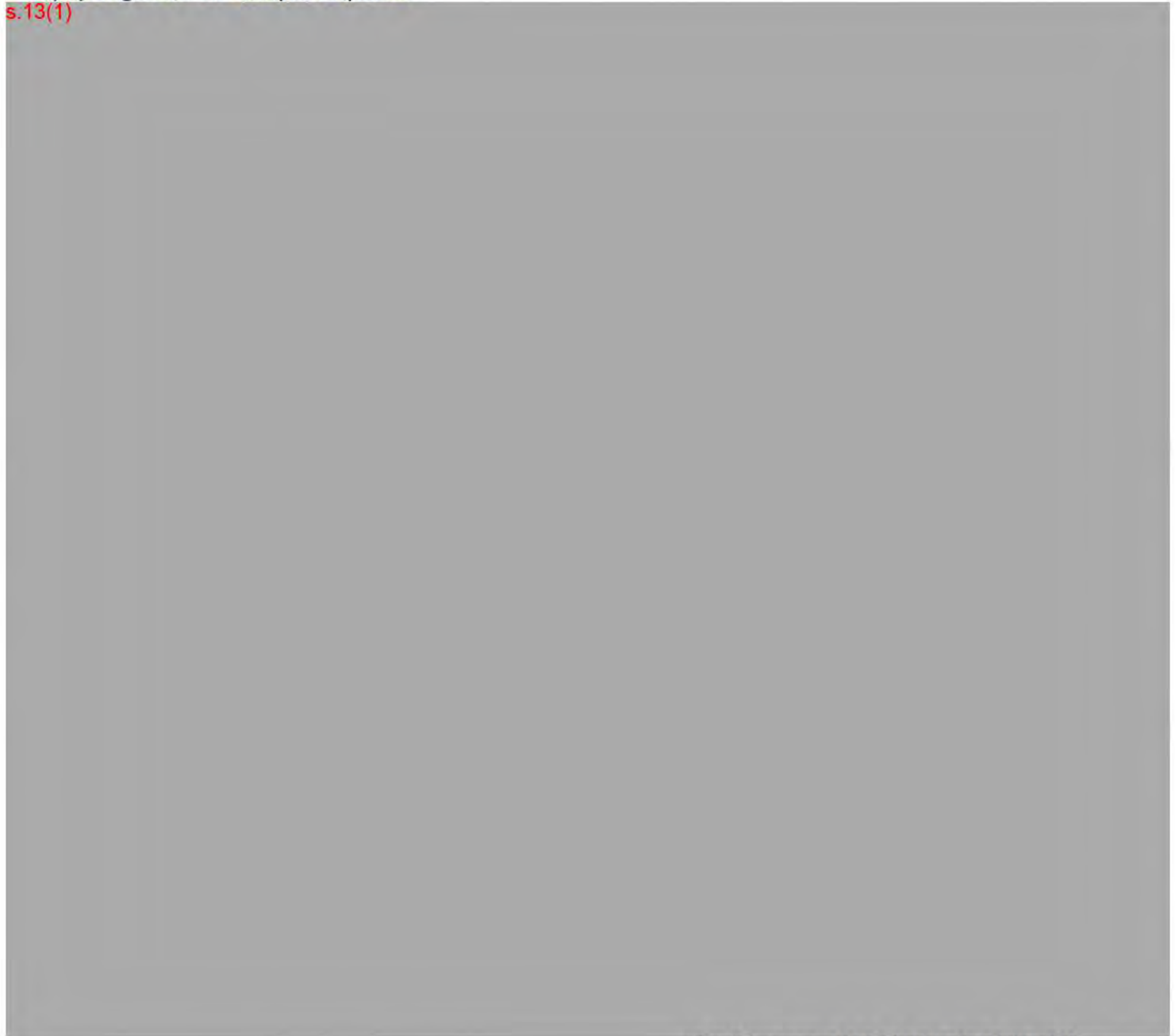
---

**From:** Collins, Tim  
**Sent:** Tuesday, February 18, 2020 9:43 AM  
**To:** McDonald, Erica; Li, Jessica  
**Cc:** Quayle, Bruce  
**Subject:** RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Good Morning All,

My apologies for the delayed response.

s.13(1)



Thanks and have a great day!  
Tim

---

From: McDonald, Erica  
Sent: Thursday, February 13, 2020 2:47 PM  
To: Li, Jessica; Collins, Tim  
Cc: Quayle, Bruce  
Subject: RE: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

I have made some comments and suggested edits.  
Tim there are areas under your prevue to review.

Question – there is no reference to signage, sponsorship requirements/processes, to the storage room access or to adherence to the program plan as supplied by the vendor in response to the RFP in this document. Should there be?

Erica McDonald | Manager, Recreation Services  
Hillcrest Centre  
604.257.6945  
604.379.8611 c

---

From: Li, Jessica  
Sent: 13 February 2020 14:01  
To: McDonald, Erica; Collins, Tim  
Cc: Quayle, Bruce  
Subject: FW: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Hi Erica and Tim,

Please see attached draft agreement from Legal.

Please provide your comments, and address any of the questions that Bruce Quayle has highlighted in red.

Thank you,

Jessica

---

From: Quayle, Bruce  
Sent: Thursday, February 13, 2020 11:52 AM  
To: Li, Jessica  
Subject: Stanley Park Tennis Courts 1 to 6 - Tennis BC Agreement

Hi Jessica,

Here is a rough draft agreement for this matter. I have highlighted in red the most significant parts of it which require instructions from our client.

Have a look at it and let's talk.

Regards,  
Bruce



