

File No.: 04-1000-20-2021-290

September 28, 2021

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request dated July 13, 2021 under the *Freedom of Information and Protection of Privacy Act, (the Act)*, for:

1. **Agreement between Tennis BC and the Park Board regarding the management of six pay to play Stanley Park tennis courts by Tennis BC;**
 2. **All correspondence between Park Board staff and Tennis BC.**
- Date range for the records: January 1, 2021 to June 3, 2021.**

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.15(1)(l), s.17(1), s.21(1), s.22(1), and s.22(3)(d) of the Act. You can read or download these sections here:

http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2021-290); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signature on file]

Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

*If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604.871.6584.

Encl.

:kt

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 3rd 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 ten thousand dollars (\$10,000), plus any applicable taxes;

- b) for the 2021 Tennis Season, Tennis BC will pay the Board a rental fee in the amount of fifteen thousand dollars (\$15,000) 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 twenty thousand dollars (\$20,000) 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



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 3rd 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 One Dollar (\$1.00). 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 3rd 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

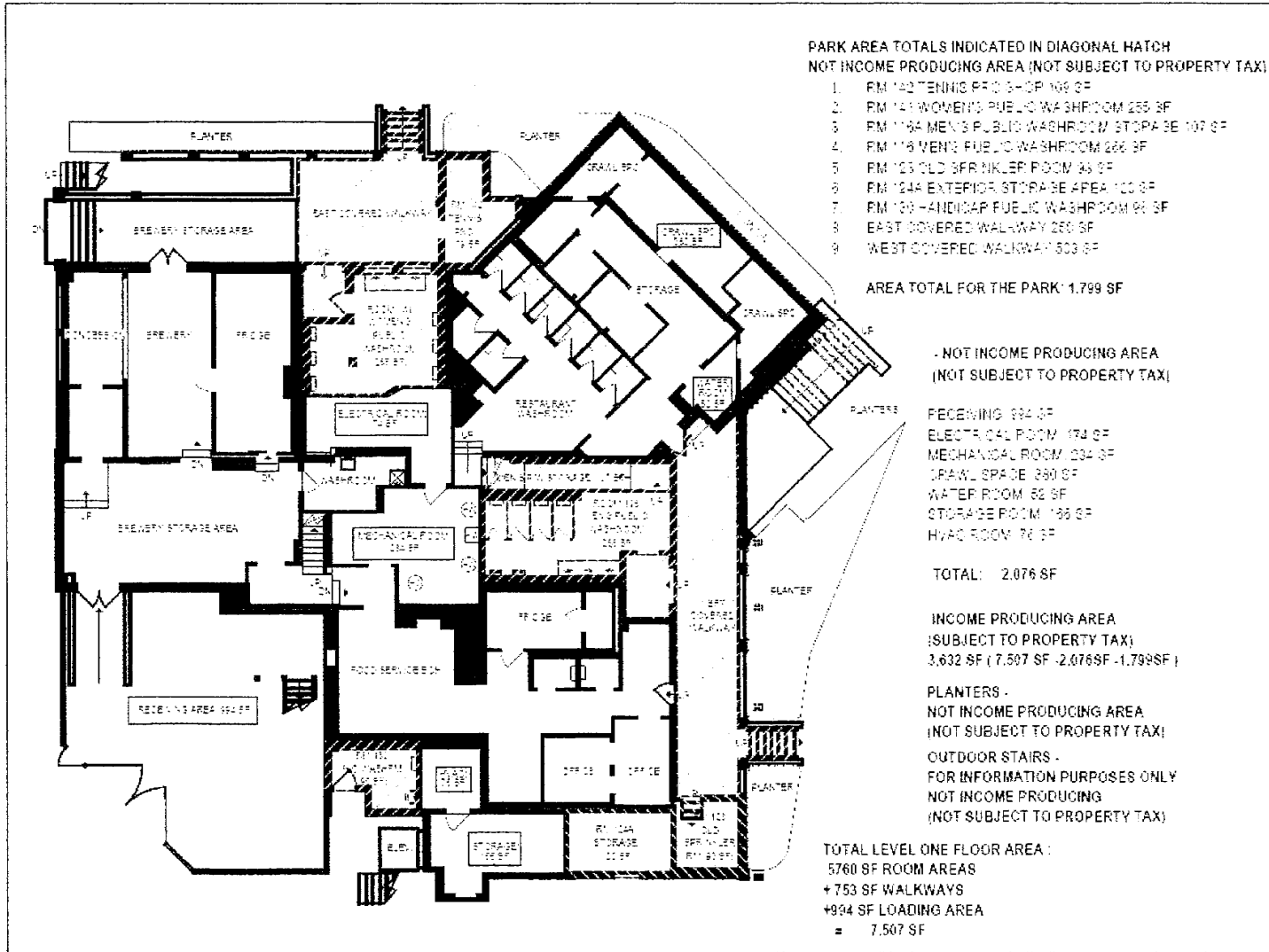
TENNIS BC (SOCIETY),
by its authorized signatory:


Signature - Authorized Signatory

Mark Roberts CEO
Print Name and Title

Signature - Authorized Signatory

Print Name and Title

SCHEDULE A
LICENCE AREA

From: "Mark Roberts" <mroberts@tennisbc.org>
To: "Marousek, Michael" <Michael.Marousek@vancouver.ca>
Date: 1/14/2021 1:05:58 PM
Subject: [EXT] Re: Contact info

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 jumped the gun and looked her up on the city website. I reached out to her and she sent me an invite to meet next month. I also took the liberty of sharing my presentation with her. I hope that is ok as I interpreted the go ahead from our meeting. I am reviewing the park board strategy plan now as well so that I can get back to you with pickleball once we meet with them.

Regards
Mark

Mark Roberts

> On Jan 14, 2021, at 11:31 AM, Marousek, Michael
<Michael.Marousek@vancouver.ca> wrote:

>

> Hi Mark,

>

> It's Donnie.Rosa@vancouver.ca - please keep me looped in as you are reaching out to Donnie so we don't work in silos.

>

> Thanks,

> Michael

>

> -----Original Message-----

> From: Mark Roberts <mroberts@tennisbc.org>

> Sent: Tuesday, January 12, 2021 10:14 PM

> To: Marousek, Michael <Michael.Marousek@vancouver.ca>

> Subject: [EXT] Contact info

>

>

> 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 forgot to ask you for Donnie's contact information. Could you please send to me at your earliest convenience as I would like to reach out to her as soon as possible.

>

> Thanks

> Mark

>

From: ["Mark Roberts" <mroberts@tennisbc.org>](mailto:mroberts@tennisbc.org)
To: ["Marousek, Michael" <Michael.Marousek@vancouver.ca>](mailto:Michael.Marousek@vancouver.ca)
Date: 3/16/2021 12:35:49 PM
Subject: [EXT] Re: Meeting
Attachments: image001.png

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 am looking forward to our meeting. I send Karl a Vukobrat the link to the meeting as he is running our programs this year. I am assuming that is ok with you and it will work for him.

Regards
Mark

Mark Roberts

On Feb 24, 2021, at 2:07 PM, Marousek, Michael
<Michael.Marousek@vancouver.ca> wrote:

\u-257 ?

Good Afternoon Mark,

Thank you for reaching out and being patient as we are working through an increased volume of tasks and projects.

I have been collecting information about the topics you outlined below. My plan is to schedule a group meeting with all staff responsible for the areas below and invite you to be able to discuss your feedback and requests directly with each subject matter expert. I am aiming to schedule this meeting for mid-March. I will send you a placeholder for this meeting so it's in your calendar.

As for pickleball, Park Board formed a working group that has been meeting in 2021 to discuss various challenges, opportunities, etc.; including the position paper Tennis BC released earlier this month. Down the road, we would like to have an opportunity to invite you to one of our meetings to discuss this paper and any additional thoughts you may have.

VanPlay became Park Board's Strategic/Master Plan and as such, the GM's office is responsible for its overall implementation. Erica and I are involved in a number of associated projects, but don't have control over the overarching strategy.

Lastly, below you can find a direction on issuing a cheque for the 2020 season:

Various fees:

Reference Contract #13759 - \$25 + GST (from June 15, 2020 until to date for utilities for the Storage Space)

Reference Contract #13758 - \$7,000 + GST (2020 Licence Agreement)

Send cheques to City Hall Revenue Services.

Vancouver City Hall

453 W 12th Ave, Vancouver, BC V5Y 1V4

Please let me know if you have any questions.

Have a great day,
Michael

From: Mark Roberts <mroberts@tennisbc.org>
Sent: Monday, February 8, 2021 10:05 AM
To: Marousek, Michael <Michael.Marousek@vancouver.ca>
Cc: McDonald, Erica <Erica.McDonald@vancouver.ca>
Subject: [EXT] Re: Meeting

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.

Sorry for the late response. We appreciate the support and look forward to this year. We are now developing all the programs and set up requirements along with preparation for our tournament. FYI, I think in my report I said the Stanley Park Tournament is 100 years old next year, I was ahead of myself it is actually 90, tennis bc is 100 not the tournament yet. However 90 is still a big number!

We have some follow up items from our meeting as well that I am hoping to connect on asap. From the list of asks that we had at the end of the presentation can we please connect as soon as possible to clarify. In particular we need to discuss the following

1. Storage cage
2. Court resurfacing contact that we can follow up on
3. Maintenance for court cleaning and shrub/overhang for both the bottom and top courts
4. Contacts at various community centres for marketing our programs and or growing tennis.

As an FYI, a for profit group, Summer Smash (not a member of tennis bc) is telling us that they are growing into east and south vancouver with their programming. I am still

confused as to how to best navigate the waters of community centres vs through your team. I am not taking away from what summer smash is trying to do as they are helping our sport. As we have previously discussed there are non certified coaches (also not safesport approved through the Tennis Professional Association) working with various community centres and it would make so much more sense to have this organized under one umbrella.

I have reviewed the vanplay document and I am curious as to who is managing that process on the park board end and does it fall under your direction? We have the resources to help with this and have formed a working group with pickleball bc to discuss common ground with them.

Best regards
Mark

Mark Roberts
CEO Tennis BC
www.tennisbc.org [tennisbc.org]
604 737 3086 #9

<image001.png>

On Feb 2, 2021, at 11:30 AM, Marousek, Michael
<Michael.Marousek@vancouver.ca> wrote:

Hi Mark,

I am working with our finance team to set up Tennis BC contract in our system.

Once this has been done, I will send you the contract number you will need to reference on the cheque and send it to the City Hall (I will provide more details).

As far as the amount of the payment for 2020, we will accept the partial payment of \$7,000 for 2020 as we understand the start of the season was delayed and the season itself impacted by COVID-19 related restrictions. We hope that 2021 season allows Tennis BC run a wholesome season. Please understand that this year is an exception and the agreed upon lower payment does not set a precedent for the future.

We appreciate all the great work Tennis BC does in the community and are happy with our partnership.

Have a great day,
Michael

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

From: Mark Roberts <mroberts@tennisbc.org>

Sent: Tuesday, January 12, 2021 9:37 PM

To: Marousek, Michael <Michael.Marousek@vancouver.ca>

Subject: [EXT] Meeting

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

Thank you, Eric and Angela for meeting with us today. I know your team has so much on its plate and making time for us is really appreciated. I would appreciate if we can follow up on some of the details quickly as time always seems to slip away quickly and preparation is key for us.

Could you please give us an invoice for the \$7,000 and we will issue a cheque immediately. We sent the rent cheque to the following address so please confirm that is the same.

City of Vancouver
Attn: Director, Recreation
2099 Beach Avenue
Vancouver BC V6G 1Z4

We really appreciate this opportunity and look forward to working with your team.

Regards
Mark

From: ["Karl Vukobrat" <kvukobrat@tennisbc.org>](mailto:kvukobrat@tennisbc.org)
To: ["Marousek, Michael" <Michael.Marousek@vancouver.ca>](mailto:Michael.Marousek@vancouver.ca)
CC: ["Mark Roberts" <mroberts@tennisbc.org>](mailto:mroberts@tennisbc.org)
["Nicholson, Angela" <angela.nicholson@vancouver.ca>](mailto:angela.nicholson@vancouver.ca)
Date: 6/1/2021 3:17:49 PM
Subject: [EXT] Re: Tennis Nets

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,

Thanks for your assistance with the nets.

We will be hosting a VTA tournament this week-end.

Unfortunately, at least one of the nets is now in dire need of replacement...see pics below.

Do you think we can get this replaced by Friday at Noon this week? Is there anything I can do to help with this?

Thanks.





Karl Vukobrat
Director of Operations
Tennis BC
(778) 871 9917

Sent from my iPhone

On 19 May 2021, at 11:23 AM, Karl Vukobrat <kvukobrat@tennisbc.org> wrote:

\u-257 ?
Hi Michael,

Thank you for the follow-up.

I will make sure to do so in the future...

Thanks



[\[tennisbc.org\]](https://tennisbc.org)



[\[stanleyparkopen.com\]](https://stanleyparkopen.com)

Karl Vukobrat

Director of Operations

E: kvukobrat@tennisbc.org

T: 778-871-9917

www.tennisbc.org [\[tennisbc.org\]](https://tennisbc.org)

[Sign Up For Our Newsletter \[tennisbc.org\]](https://tennisbc.org)

[Find A Club \[tennisbc.org\]](https://tennisbc.org)



[\[facebook.com\]](https://facebook.com)



[\[twitter.com\]](https://twitter.com)



[\[instagram.com\]](https://instagram.com)



TENNIS BC HUB

[\[clubspark.ca\]](https://clubspark.ca)

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

Date: Wednesday, 19 May 2021 at 09:56

To: Karl Vukobrat <kvukobrat@tennisbc.org>

Cc: Mark Roberts <mroberts@tennisbc.org>, "Nicholson, Angela" <angela.nicholson@vancouver.ca>

Subject: RE: Tennis Nets

Hi Karl,

I reached out to the appropriate staff member to assess the nets and take an appropriate action and submitted a work order for the same.

I will let you know what the timeline will look like once I hear back.

In the future, can you please let me know if anything on the courts requires attention prior to the start of the season?

Thank you,
Michael

From: Karl Vukobrat <kvukobrat@tennisbc.org>

Sent: Monday, May 17, 2021 11:26 AM

To: Marousek, Michael <Michael.Marousek@vancouver.ca>

Subject: [EXT] Re: Tennis Nets

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,

Just a quick follow up to the request below, regarding new nets to be placed on some of the courts at Stanley Park, due to overuse.

Some of the nets will become detached from the "net tape" starting this week.

Thanks,



[\[tennisbc.org\]](https://tennisbc.org)



[\[stanleyparkopen.com\]](https://stanleyparkopen.com)

Karl Vukobrat

Director of Operations

E: kvukobrat@tennisbc.org

T: 778-871-9917

www.tennisbc.org [\[tennisbc.org\]](https://tennisbc.org)

[Sign Up For Our Newsletter](#) [\[tennisbc.org\]](https://tennisbc.org)

[Find A Club](#) [\[tennisbc.org\]](https://tennisbc.org)



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[\[instagram.com\]](https://instagram.com)



[TENNIS BC HUB](#)

[\[clubspark.ca\]](https://clubspark.ca)

From: Karl Vukobrat <kvukobrat@tennisbc.org>

Date: Thursday, 13 May 2021 at 12:42

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

Subject: Tennis Nets

Hi Michael,

Hope you're having a great sunny day thus far!!!

The courts are all full..the groups are all full, tennis participation is at an all-time high \u-10179 ?\u-8694 ?!!!

With that, it's creating some extra wear and tear on the nets of our 6 courts.

Do you have more nets stored somewhere? How could I go about replacing some of these nets?

Thank You Michael,



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



[\[stanleyparkopen.com\]](http://stanleyparkopen.com)

Karl Vukobrat

Director of Operations

E: kvukobrat@tennisbc.org

T: 778-871-9917

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[\[clubspark.ca\]](http://clubspark.ca)

From: "Marousek, Michael" <Michael.Marousek@vancouver.ca>
To: "Mark Roberts" <mroberts@tennisbc.org>
Date: 4/21/2021 9:43:01 AM
Subject: RE: Keys

Hi Mark,

I will make an inquiry to expedite the process.

Michael

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

From: Mark Roberts <mroberts@tennisbc.org>
Sent: Tuesday, April 20, 2021 8:45 AM
To: Marousek, Michael <Michael.Marousek@vancouver.ca>
Subject: [EXT] Keys

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 are enjoying the sun while its here. Safely of course.

Wondering if you could push the powers that be for the keys. We had our lesson leave today as we never got into the facility. There are so many different levels of management and communications within the park board we frequently don't know whom to ask and something thinks move a little slowly. The key solves all issues and it costs us financially when we lose sales and incur extra labour waiting around.

Can you assist here please.

Thanks

Mark

Mark Roberts
CEO Tennis BC

From: ["Marousek, Michael" <Michael.Marousek@vancouver.ca>](mailto:Michael.Marousek@vancouver.ca)
To: ["Mark Roberts" <mroberts@tennisbc.org>](mailto:mroberts@tennisbc.org)
Date: 6/3/2021 12:29:20 PM
Subject: RE: Question - Court Allocation - SP Courts
Attachments: Final RFP Submission TBC.pdf

Hi Mark,

Thank you for your email below and all the detailed information you provided.

Please have a look at pg. 40 of the attached document. It shows an outline of the percentage of various programming you committed to in your RFP submission. Based on your response below, it seems that the number aligns for programming. Can you please confirm that approximately 40% of available time is offered for court rentals? If this is not the case, I would like to ask you to work with your team to align with the submitted proposal.

Please let me know as soon as possible as I need to respond to public inquiries.

Hope all is well with you and the organization.

Michael

From: Mark Roberts <mroberts@tennisbc.org>
Sent: Tuesday, May 18, 2021 1:04 PM
To: Marousek, Michael <Michael.Marousek@vancouver.ca>
Subject: [EXT] Re: Question - Court Allocation - SP Courts

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Hi Michael

All good and yes Stanley Park is going gang busters. See below for your answers. Also I know Karl has sent a couple of emails re the conditions of the nets there. We need to get them replaced so if there is a contact please let me know as soon as possible. The nets are not good for paid courts as already the 6 courts are inferior to the top newly painted courts.

Have you received any related feedback from the public?

We have had a couple of comments but only a couple on this issue and maybe the same person as you are getting your questions from

Yes this person is correct around less court time for just playing mainly in the late afternoon and evenings. The reality is we have 250 people on a waitlist for coaching and thats after adding more programming. Programming gets more people on court and is more efficient than

2 people playing singles. We had to make a decision as to how to lower the wait lists as we were getting complaints about that as well.

How many hours per week are allocated to programs vs. rentals?

a) 34% of courts are being allocated for programming with less programming on weekends allowing for more court bookings. This number will likely go up in peak months but still a lot of booking opportunities.

b) the VTA (Vancouver Tennis Association) takes 4% of available courts due to the longstanding relationship on these courts. We would prefer to have that court time back but it requires the Park Board giving them access to book the other courts like the Stanley Park Tennis club does.

Is the weekly availability consistent or changes during the season?

No this changes all the time. April had less programming. June July and August will change as well depending on a lot of factors.

a) Are we able to run tennis tournaments

b) Is Stanley Park Open going to happen

c) Out reach programs start (Canucks Autism, Immigrant Women's program with YWCA, Nike Basketball/ tennis camps for kids, Kids Sport team tennis days.

d) the VTA has a club events early June all weekend and the gay pride tournament

I think it is ironic we are getting complaints about not being able to book courts. I know I am a broken record but sooner or later the park board needs to come to grips that booking courts is the smartest way to move forward for the players of today. Other than a small group of people who want to dominate and intimidate those waiting for courts, most people like to plan their lives and exercise with some kind of certainty.

We have now proven the model works. Demand is more than we can keep up with as we don't have enough courts to satisfy all the players either for booking or programming or outreach.

My suggestion is to let more courts go into the court rental pool, either at Stanley Park or another location. If the rental rate is kept low or even free you would see people use that system. Obviously we have to manage it so we need to run programming from a break even perspective. However, small rental fees are important for people to show up and not waste the court time and would be a revenue share anyhow.

Michael I am looking for some insight with this issue. What do you think the best thing to do is? On the one hand the park board does not want booked courts on the other hand we might be criticized for not providing enough rental courts? I guarantee we could fill another 6 courts.

Let me know if you have questions and please let's get the nets fixed.

Enjoy the sun

M

On May 18, 2021, at 11:19 AM, Marousek, Michael
<Michael.Marousek@vancouver.ca> wrote:

Mark,

I hope you are well! What a great weather for the start of the tennis season!

We received an inquiry from a member of the public (see below) and I need to respond to it accordingly and in a timely fashion.
Could you please send me your response to the inquiry or forward to a member of your team to respond?

"I have been trying to book a pay to play court time via the Tennis BC Hub and it is exceptionally difficult to find any availability. This is not because of other bookings by members of the community; rather Tennis BC has booked out 5/6 or all 6 courts on several days from mid afternoon onwards for their coaching services."

Please provide anecdotal evidence and answers to the questions below no later than May 24th. Thank you!

- How many hours per week are allocated to programs vs. rentals?
- Is the weekly availability consistent or changes during the season?
- Have you received any related feedback from the public?

<[image002.png](#)>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. s.15(1)(l)

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

Waututh Nations

<image003.jpg> [\[facebook.com\]](#) <image004.jpg> [\[twitter.com\]](#)

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 3RD 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).

Majority owned/controlled/ by: <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	Workforce Diversity: 70 % Women % Indigenous Peoples 20 % Ethno-cultural People % People with Disabilities % LGBTQ+ % Other: please indicate	Social / Environmental Certifications <input type="checkbox"/> BCorp <input type="checkbox"/> BuySocial <input type="checkbox"/> Supplier Diversity Certification <input type="checkbox"/> Fairtrade <input type="checkbox"/> Green Business
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REQUEST FOR PROPOSALS NO. PS20191554
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<p>Corporation (3C/CCC)</p> <p><input type="checkbox"/> Ethno-cultural Persons</p> <p><input type="checkbox"/> People with Disabilities</p> <p><input type="checkbox"/> LGBTQ+</p> <p><input type="checkbox"/> Other: please indicate</p>		<p>Certification (ie. LEED, ClimateSmart)</p> <p><input type="checkbox"/> Other: please indicate</p>
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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
 - o 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.
 - o Create ladies red ball team tennis
 - o 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)
 - o 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.
 - o 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 1st
- 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 89th 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

MAKE A BOOKING | MY BOOKINGS

Please select a court and a time when you would like to play.

Thursday 6th September

View By Date: DAY WEEK TODAY

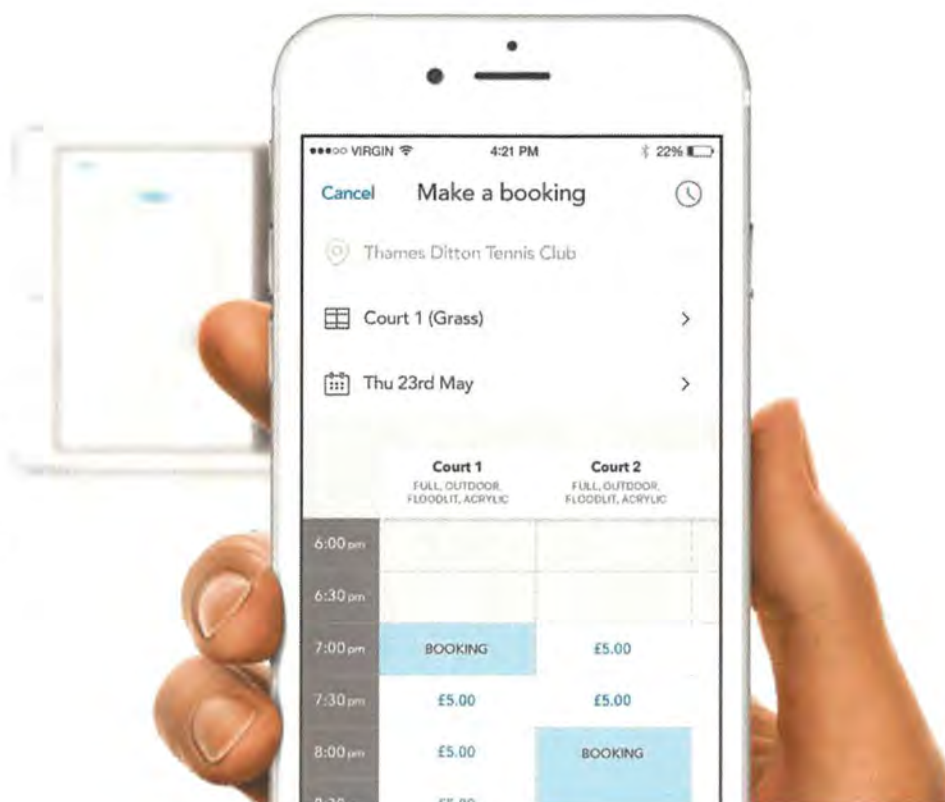
	Court 1 Full, indoor, non-fluorescent, acrylic	Court 2 Full, indoor, non-fluorescent, acrylic	Court 3 Full, indoor, non-fluorescent, acrylic	Court 4 Full, indoor, non-fluorescent, acrylic	
08:00					08:00
10:00	STROKE OF THE WISDOM CLING	STROKE OF THE WISDOM CLING		BOOKED	10:00
11:00					11:00
12:00	BOOKED		FEEDING FRANKY	FEEDING FRANKY	12:00
13:00		BOOKED	BOOKED		13:00
14:00	BOOKED			BOOKED	14:00
15:00					15:00
16:00	RED BALL	RED BALL	BOOKED		16:00
17:00	CHAMPION BALL	CHAMPION BALL			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

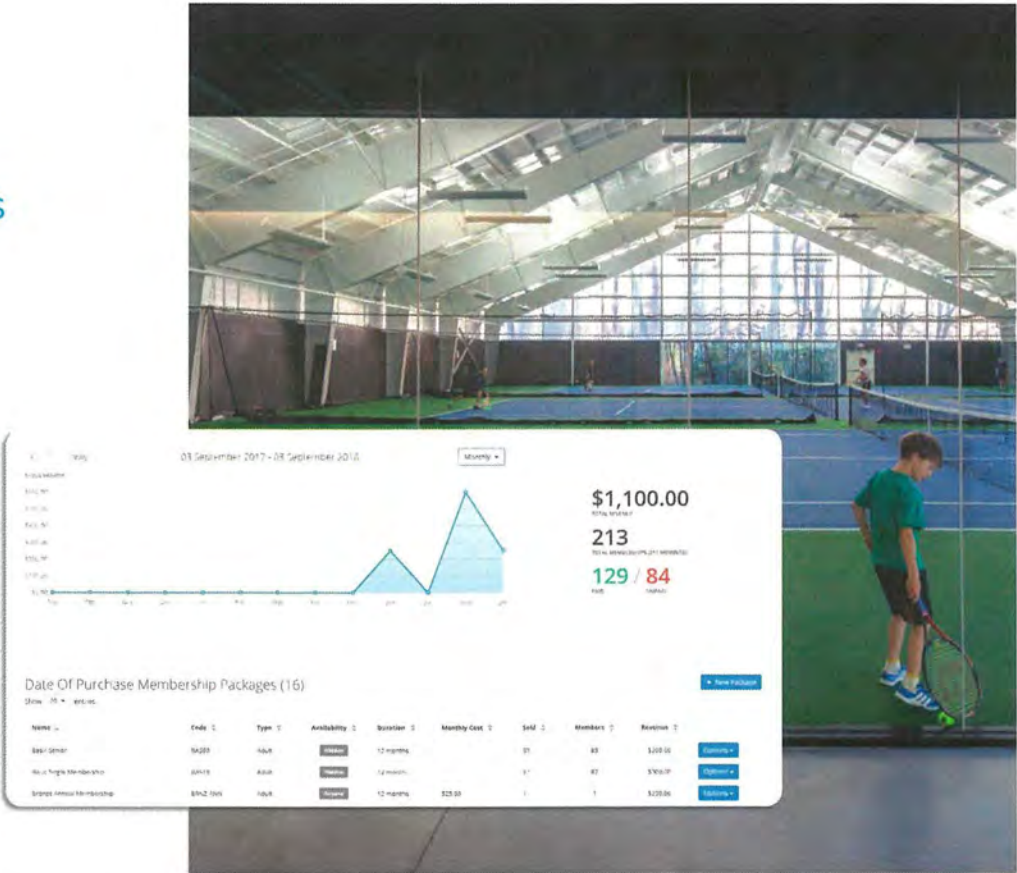
- + Allow users to register and pay online for courses, classes and camps. Users can pay in seconds through ClubSpark's built-in payment system.
- + Allow parents to register and pay for multiple children in one transaction
- + Allow users to view the number of spots available in a program
- + Share program registration links via email/newsletters
- + Club administrators can also add registrations and record cash payments through ClubSpark admin account

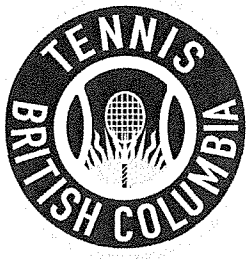


MEMBERSHIP

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	
JEANNIE ROHR	
DANIELLA SILVA	
IKA SETYAWATI	
ROSEMARY ERB	
SANDRA HONG	



EMERGENCY RESPONSE PLAN

DESIGNATED SAFE AREAS:

Safe Area #1: grassy field west of tennis courts

Safe Area #1: tennis courts beside Tennis BC trailer





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





TENNIS CANADA – SAFE SPORT SCREENING AND EDUCATION



As of June 30th, 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	Policy Number: RW-2017
Effective Date: October 2017	Supercedes:
Date Approved by the Board: Oct 2017	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)		
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
GROSS REVENUE:		
Revenue from operations		
court rentals \$10,709 Lessons \$101,904 Leagues in court rental Ladders in court rental Tournaments \$13,440 Other		
TOTAL GROSS REVENUE (A)		\$126,053
EXPENSES		
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
MANAGEMENT FEES (Provide Description)		
Corportate overhead allocation recovery 5%	\$6,303	
Tennis BC Operating Income	\$2,532	\$8,835
TOTAL EXPENSES (B):		\$116,053
NET REVENUE TO THE CITY/PARK BOARD (A-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		

TABLE D

YEAR 2

DESCRIPTION OF ACTIVITY		ANNUAL AMOUNT
GROSS REVENUE:		
Revenue from operations		
court rentals \$17,848 Lessons \$169,839 Leagues in court rental Ladders in court rental Tournaments \$13,440 Other		
TOTAL GROSS REVENUE (A)		\$201,127
EXPENSES		
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
MANAGEMENT FEES (Provide Description)		
Corporatate overhead allocation recovery 5% \$10,056		
Tennis BC Operating Income \$29,802		\$39,858
TOTAL EXPENSES (B):		\$174,526
NET REVENUE TO THE CITY/PARK BOARD (A-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.		

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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 COMELLA
Title of Contact	SENIOR DIRECTOR, FACILITIES DEVELOPMENT
Telephone No.	1(416) 650 7941
E-mail Address	acomella@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

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Client Name # 3	CANUCKS AUTISM NETWORK
Address (City and Country)	1788 W. 8 th 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 12th Avenue, Vancouver, BC, V5Y 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 <u>N/A</u>	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 <u>CERTAIN LLOYD'S UNDERWRITERS AS ARRANGED BY MARKEL CANADA LIMITED</u>
✓ Personal Injury	POLICY NUMBER <u>AL2431</u>
✓ Property Damage including Loss of Use	POLICY PERIOD From <u>April 6, 2019</u> to <u>April 6, 2020</u>
✓ Products and Completed Operations	Limits of Liability (Bodily Injury and Property Damage Inclusive) -
✓ Cross Liability or Severability of Interest	Per Occurrence \$ <u>5,000,000</u>
✓ Employees as Additional Insureds	Aggregate \$ <u>5,000,000</u>
✓ Blanket Contractual Liability	All Risk Tenants' Legal Liability \$ <u>250,000</u>
✓ Non-Owned Auto Liability	Deductible Per Occurrence \$ <u>500</u>

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles

INSURER <u>N/A</u>	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 <u>N/A</u>	Per Occurrence \$ _____
POLICY NUMBER _____	Aggregate \$ _____
POLICY PERIOD From _____ to _____	Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE**

INSURER <u>N/A</u>	Limits of Liability
POLICY NUMBER _____	Per Occurrence/Claim \$ _____
POLICY PERIOD From _____ to _____	Aggregate \$ _____
	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 <u>N/A</u>	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 <u>SBC INSURANCE AGENCIES LTD.</u>	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
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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>. 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:

MARK ROBERTS - CEO

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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

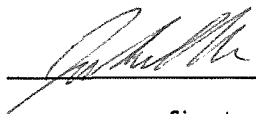
(Print Name)

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)

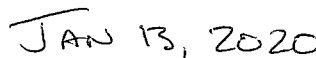
consent to the indirect collection from Tennis - British Columbia
_____, (Print Name of Proponent) of

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



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
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**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
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	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
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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

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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

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

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

BL Renewal Fee	\$2.00
Total Fee Paid	\$2.00

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

s.22(3)(d)




SARAH KADI

s.22(3)(d)



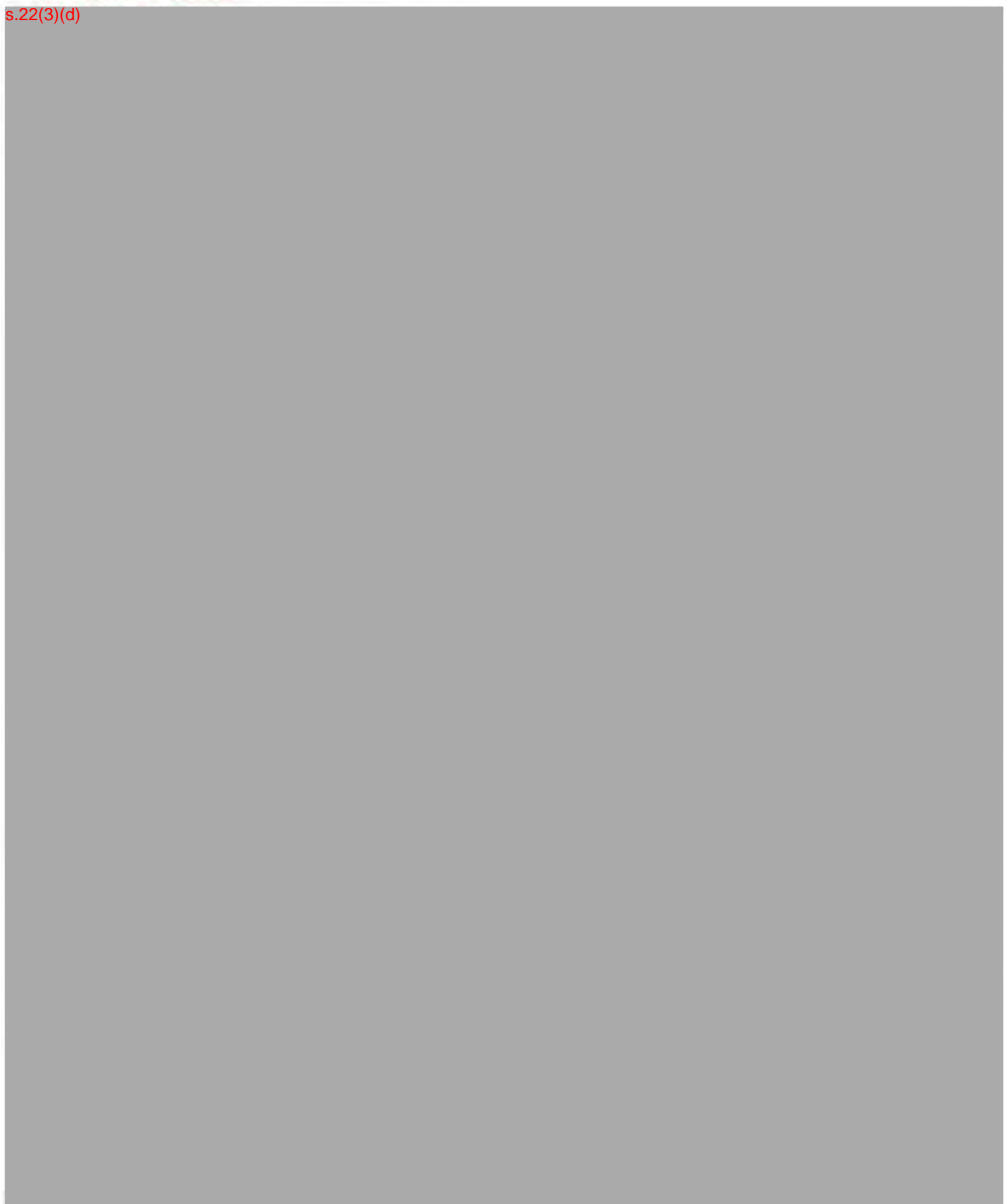
SARAH KADI

s.22(3)(d)



Jeannie Rohr

s.22(3)(d)



Jeannie Rohr

s.22(3)(d)



KHRISTINA BLAJKEVITCH

s.22(3)(d)

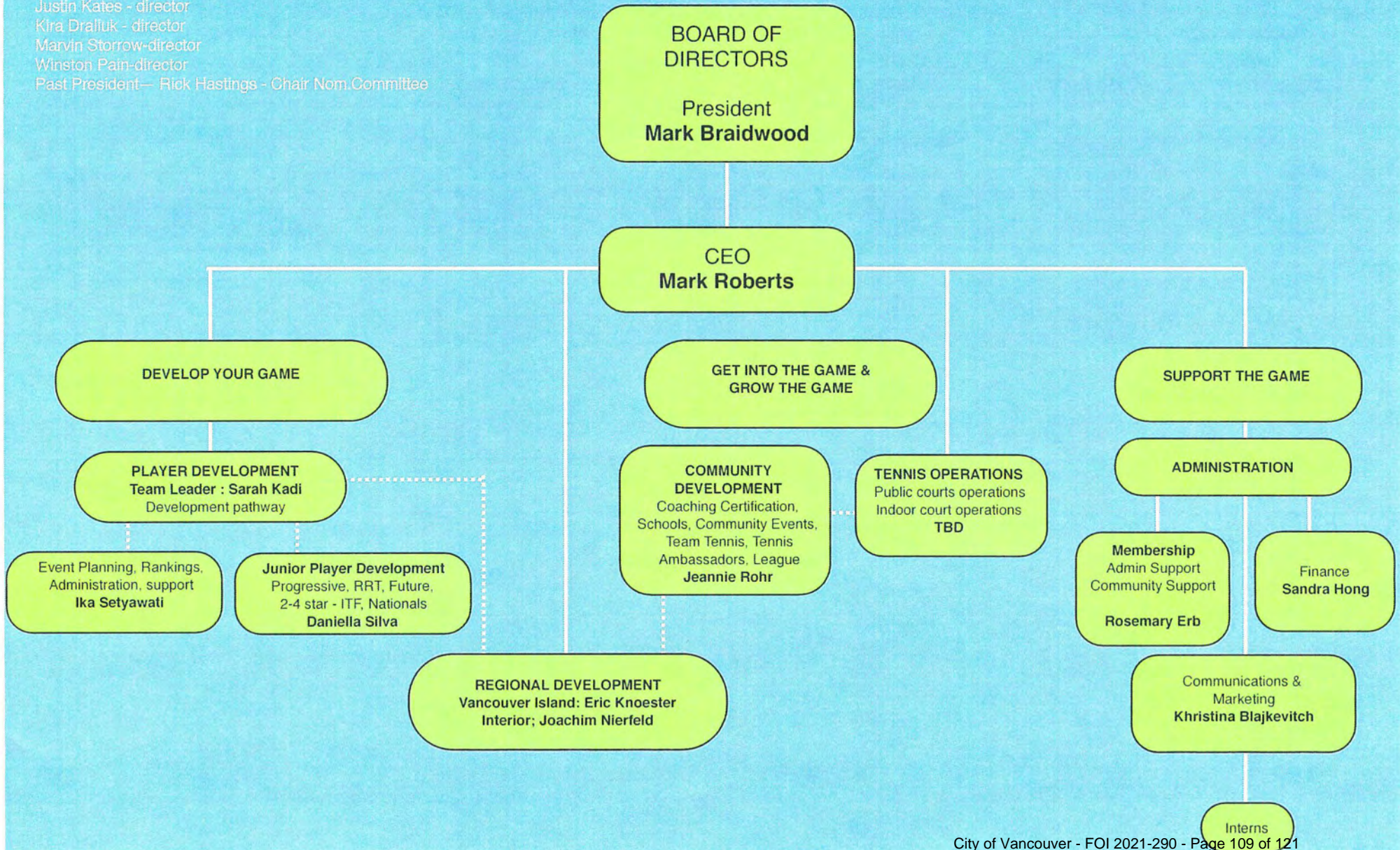


s.22(3)(d)



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 — Kavie Toor
 Justin Kates - director
 Kira Dralluk - director
 Marvin Storrow-director
 Winston Pain-director
 Past President— Rick Hastings - Chair Nom. Committee



From: ["Dejong, Uultsje" <Uultsje.Dejong@vancouver.ca>](mailto:Uultsje.Dejong@vancouver.ca)
To: ["Marousek, Michael" <Michael.Marousek@vancouver.ca>](mailto:Michael.Marousek@vancouver.ca)
["Probert, Joan" <Joan.Probert@vancouver.ca>](mailto:Joan.Probert@vancouver.ca)
CC: ["McDonald, Erica" <Erica.McDonald@vancouver.ca>](mailto:Erica.McDonald@vancouver.ca)
Date: 4/21/2021 10:03:14 AM
Subject: RE: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

I think 4pm

From: Marousek, Michael <Michael.Marousek@vancouver.ca>
Sent: Wednesday, April 21, 2021 10:02 AM
To: Dejong, Uultsje <Uultsje.Dejong@vancouver.ca>; Probert, Joan <Joan.Probert@vancouver.ca>
Cc: McDonald, Erica <Erica.McDonald@vancouver.ca>
Subject: RE: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

I appreciate it and will advise Tennis BC to pick up the key after 2pm.
What time does the building close?

M

From: Dejong, Uultsje <Uultsje.Dejong@vancouver.ca>
Sent: Wednesday, April 21, 2021 10:01 AM
To: Marousek, Michael <Michael.Marousek@vancouver.ca>; Probert, Joan <Joan.Probert@vancouver.ca>
Cc: McDonald, Erica <Erica.McDonald@vancouver.ca>
Subject: RE: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

It will be at the front desk by 2pm today.

From: Marousek, Michael <Michael.Marousek@vancouver.ca>
Sent: Wednesday, April 21, 2021 9:59 AM
To: Dejong, Uultsje <Uultsje.Dejong@vancouver.ca>; Probert, Joan <Joan.Probert@vancouver.ca>
Cc: McDonald, Erica <Erica.McDonald@vancouver.ca>
Subject: RE: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

Hi Uultsje,

I will contact Tennis BC and advise them to pick up the key from Beach Ave.
Can you let me know if the key will be at the front desk?

Thank you,
Michael

From: Dejong, Uultsje <Uultsje.Dejong@vancouver.ca>
Sent: Wednesday, April 21, 2021 9:49 AM
To: Marousek, Michael <Michael.Marousek@vancouver.ca>; Probert, Joan <Joan.Probert@vancouver.ca>
Cc: McDonald, Erica <Erica.McDonald@vancouver.ca>
Subject: RE: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

We tried to connect with someone there yesterday however were not successful. We have a key if you want to pick it up from Beach Ave and provide it to them. Please let me know.

Uultsje

From: Marousek, Michael <Michael.Marousek@vancouver.ca>
Sent: Wednesday, April 21, 2021 9:47 AM
To: Probert, Joan <Joan.Probert@vancouver.ca>; Dejong, Uultsje <Uultsje.Dejong@vancouver.ca>
Cc: McDonald, Erica <Erica.McDonald@vancouver.ca>
Subject: RE: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?
Importance: High

Good Morning Joan & Uultstje,

Can you please let me know how long will the process to develop a key take and if there is anything I can do to expedite it?

It appears like a simple solution, though I hesitate to use the word simple.

Uultsje, can you please confirm you directed your staff to have the gate unlocked prior to 8am – say 7.30am?

I believe this is the third time in the last 7-10 days the user group was unable to access their space.

I appreciate all your work to resolve this operational issue.

Have a great day,
Michael

From: Karl Vukobrat <kvukobrat@tennisbc.org>
Sent: Tuesday, April 20, 2021 8:18 AM
To: Probert, Joan <Joan.Probert@vancouver.ca>
Cc: Marousek, Michael <Michael.Marousek@vancouver.ca>; Mark Roberts <mroberts@tennisbc.org>; Dejong, Uultsje <Uultsje.Dejong@vancouver.ca>; Janet Jang <jjang@tennisbc.org>
Subject: [EXT] Re: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

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Hi Team,

The gate is still locked Im afraid...could someone dispatch the park ranger please?

Thanks.

Karl Vukobrat
Director of Operations
Tennis BC
(778) 871 9917

Sent from my iPhone

On 20 Apr 2021, at 7:55 AM, Karl Vukobrat <kvukobrat@tennisbc.org> wrote:

\u-257 ?
Hi Team,

Could we have an update on getting a copy of the key for access to the office?

The evenings have improved and there have been no further incidents of being locked out after those two successive evenings.

This morning however, the gate had yet to be unlocked prior to 8am, and our coach need to wait with his client until someone came.

Look forward to hearing from you soon.

Thanks,



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[\[stanleyparkopen.com\]](http://stanleyparkopen.com)

Karl Vukobrat

Director of Tennis, Tennis BC Hubs

E: kvukobrat@tennisbc.org

T: 778-871-9917

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From: "Probert, Joan" <Joan.Probert@vancouver.ca>
Date: Thursday, 15 April 2021 at 13:41
To: Karl Vukobrat <kvukobrat@tennisbc.org>
Cc: "Marousek, Michael" <Michael.Marousek@vancouver.ca>, Mark Roberts <mroberts@tennisbc.org>, "Dejong, Uultsje" <Uultsje.Dejong@vancouver.ca>, Janet Jang <jjang@tennisbc.org>
Subject: RE: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

Hi Karl,

A copy will likely not be ready today we have a process to go thru to make this happen. Uultsje has communicated with the rangers to leave the gates open until later what time does your crew normally leave?

Thank you,
Joan

From: Karl Vukobrat <kvukobrat@tennisbc.org>
Sent: Thursday, April 15, 2021 1:29 PM
To: Probert, Joan <Joan.Probert@vancouver.ca>
Cc: Marousek, Michael <Michael.Marousek@vancouver.ca>; Mark Roberts <mroberts@tennisbc.org>; Dejong, Uultsje <Uultsje.Dejong@vancouver.ca>; Janet Jang <jjang@tennisbc.org>
Subject: [EXT] Re: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

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Hi Joan,

Unfortunately I am not at Stanley Park today however, our supervisor, Janet Jang, will be there until 7:30pm.

If a copy of the key is not available for today, please let us know what adjustment has been made so that the last few evening s events don t occur again.

Kind Regards,

Karl Vukobrat
Director of Tennis, Tennis BC Hubs
E: kvukobrat@tennisbc.org



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From: "Probert, Joan" <Joan.Probert@vancouver.ca>

Date: Thursday, 15 April 2021 at 08:47

To: Karl Vukobrat <kvukobrat@tennisbc.org>

Cc: "Marousek, Michael" <Michael.Marousek@vancouver.ca>, Mark Roberts <mroberts@tennisbc.org>, "Dejong, Uultsje" <Uultsje.Dejong@vancouver.ca>

Subject: RE: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

Hi Karl,

I support that idea. I will work with Uultsje to find out what the key is and work on getting you a copy.

Thank you,



Joan Probert, Park Experiences Supervisor

My pronoun is: she, her

[Vancouver Park Board](https://vancouver.ca/parks-recreation) | 2099 Beach Avenue

t. 604-257-8417 c. s.15(1)(l)



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

From: Karl Vukobrat <kvukobrat@tennisbc.org>

Sent: Thursday, April 15, 2021 8:36 AM

To: Probert, Joan <Joan.Probert@vancouver.ca>

Cc: Marousek, Michael <Michael.Marousek@vancouver.ca>; Mark Roberts

<mroberts@tennisbc.org>; Dejong, Uultsje <Uultsje.Dejong@vancouver.ca>

Subject: [EXT] Re: Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

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Hi Joan,

Thanks for the follow up.

We would like to request a copy for that gate key, as I m unsure how this happenned the 2nd time despite everyone s great follow up yesterday.

We will need to pay for our staff having stayed around the past two evenings, and we believe a copy of that key will eliminate the chance of something like this happening again.

Kind Regards,

Karl Vukobrat
Director of Operations
Tennis BC
(778) 871 9917

Sent from my iPhone

On 15 Apr 2021, at 7:34 AM, Probert, Joan
<Joan.Probert@vancouver.ca> wrote:

Hi all,

I have copied Uultsje Dejong our Superintendent of the Rangers on this note to rectify the issue.

Thank you,



Joan Probert, Park Experiences Supervisor

My pronoun is: she, her

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t. 604-257-8417 c. **s.15(1)(l)**

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

From: Karl Vukobrat <kvukobrat@tennisbc.org>
Sent: Wednesday, April 14, 2021 8:20 PM
To: Marousek, Michael <Michael.Marousek@vancouver.ca>; Mark Roberts <mroberts@tennisbc.org>
Cc: Probert, Joan <Joan.Probert@vancouver.ca>
Subject: [EXT] Urgent for Time: Re: [EXT] SP door is locked...who to contact Wed morning?

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Hi Michael and Joan,

I'm afraid this happened again this evening.

I followed Michael's instruction about dispatch requesting to send the park rangers..he didn't sound confident this would get done shortly..

Please provide a telephone number of the ranger who is on shift in that area so we can call immediately..Our coaches are outside waiting at this time...

Thanks,



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Karl Vukobrat

Director of Tennis, Tennis BC Hubs

E: kvukobrat@tennisbc.org

T: 778-871-9917

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From: "Marousek, Michael" <Michael.Marousek@vancouver.ca>
Date: Wednesday, 14 April 2021 at 12:22
To: Mark Roberts <mroberts@tennisbc.org>, Karl Vukobrat <kvukobrat@tennisbc.org>
Cc: "Probert, Joan" <Joan.Probert@vancouver.ca>
Subject: RE: [EXT] SP door is locked...who to contact Wed morning?

Hi Mark & Karl,

I was able to speak with Joan and confirm that yesterday's event was outside the norm.
She is copied on this email and will follow up with her team.

In the future, if you run into an issue like this, your best approach would be to call 3-1-1 and ask that they dispatch Park Rangers on duty to assist.

Hope all is well in the Tennis world – I know the courts are jam-packed on these sunny days!

Michael

From: Mark Roberts <mroberts@tennisbc.org>
Sent: Tuesday, April 13, 2021 9:43 PM
To: Marousek, Michael <Michael.Marousek@vancouver.ca>
Cc: Karl Vukobrat <kvukobrat@tennisbc.org>
Subject: [EXT] Re: [EXT] SP door is locked...who to contact Wed morning?

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Thank you Michael, sorry to bother you so late but as always you are on it.
M

CEO Tennis BC
604 737 3086 #9

On Apr 13, 2021, at 9:32 PM, Marousek, Michael
<Michael.Marousek@vancouver.ca> wrote:

Mark, Karl,

I contacted the appropriate department and will let you know once I heard back. I stressed the importance of the matter and asked to have the issue resolved ASAP.

My apologies about this, I can only imagine how inconvenient it was for the coaches and staff.

Have a good day,
Michael

Sent from my iPhone

On Apr 13, 2021, at 21:28, Karl Vukobrat
<kvukobrat@tennisbc.org> wrote:

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Hi Mark and Michael,

Thanks for the follow up on this.

We have found an arrangement for this evening, however we'd like to make sure this doesn't happen again as this is the first time it's occurred in our two Seasons here.

The 311 dispatch was not helpful either I'm afraid..there was nothing she could do to contact the person who was going around and locking the facilities for the evening.

Could we perhaps have a more direct number with the supervisor of staff who lock up after sunset?

Thanks,

[<image001.png>](#)
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[<image002.jpg>](#)
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Karl Vukobrat

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<image005.jpg>

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[<image006.png>](#)

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From: Mark Roberts

[<mroberts@tennisbc.org>](mailto:mroberts@tennisbc.org)

Date: Tuesday, 13 April 2021 at 21:08

To: Karl Vukobrat

[<kvukobrat@tennisbc.org>](mailto:kvukobrat@tennisbc.org)

Cc: Michael Marousek

[<Michael.Marousek@vancouver.ca>](mailto:Michael.Marousek@vancouver.ca)

Subject: Re: SP door is locked...who to
contact Wed morning?

Hi Karl

Thats not good. I have included Micheal in this
email. Michael can you please help us with this
as soon as possible as we can't lock up all our
equipment and electronics.

Thanks

Mark

CEO Tennis BC
604 737 3086 #9

On Apr 13, 2021, at 8:46 PM, Karl
Vukobrat
<kvukobrat@tennisbc.org> wrote:

Hi Mark,

Please forward me a manager I
could speak with tomorrow
morning on this..couldn't get
anyone helpful on the phone and
brewery was unhelpful as well.

There are some relations to build
this Season so that this doesn't
happen again..no one to help
us..co-operation between the
tenants and between them and
park board staff is important.

Thanks,

<image001.png> [\[tennisbc.org\]](https://tennisbc.org)
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Karl Vukobrat
Director of Tennis, Tennis BC Hut
E: kvukobrat@tennisbc.org
T: 778-871-9917

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From: Karl Vukobrat
<kvukobrat@tennisbc.org>
Date: Tuesday, 13 April 2021 at 20:26
To: Mark Roberts
<mroberts@tennisbc.org>
Subject: SP door is locked...who to contact Wed morning?

Hi Mark,

Quick question...who can I call on the Park Board tomorrow to ensure they don't close the main door to the TBC office and Ladies restroom prematurely in the evening?

Our coaches are there, and can't get into the TBC office.

Janet says this didn't happen last year.

Coaches will find a solution for tonight...but I have no idea who to contact to make sure this doesn't happen again...

Thanks,

<image007.png> [\[tennisbc.org\]](https://tennisbc.org)
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Karl Vukobrat
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