

File No.: 04-1000-20-2023-370

July 20, 2023

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 of June 21, 2023 under the ***Freedom of Information and Protection of Privacy Act*** for:

Record of the most recent agreement between the Vancouver School Board and Vancouver Park Board that determines the conditions of the shared use of Lord Roberts Elementary School's grounds at 1100 Bidwell Street.

All responsive records are attached.

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 (#04-1000-20-2023-370); 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,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
cobi.falconer@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. (Response Package)

:pm

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BOARD OF PARKS AND RECREATION

AND

THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 39
(VANCOUVER)

AGREEMENT RE: Use King George,
Lord Roberts and West End Community
Facilities

AUGUST 1976

S.1(a)

TELEPHONE: 731-1131

BUSINESS ADMINISTRATION
1595 WEST 10th AVENUE
VANCOUVER, B.C. V6J 1Z3



BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT No. 39 (VANCOUVER)

August 26, 1976

Mr. A. Argent
Director of Recreation
Board of Parks & Recreation
2099 Beach Avenue
Vancouver, B. C.
V6G 1Z4

10/28/83

Dear Mr. Argent:

RE: Use of King George, Lord Roberts and
West End Community Centre Facilities

The following outline of intent will provide for the provision of cleaning and maintenance services by the Park Board for the school library located in the community centre building and the overpass connecting the school library to the King George school building, the use by the Park Board of various facilities in both the King George Secondary School and the Lord Roberts Elementary School, and the use by the School Board of various facilities in the Community Centre.

School Library and Connector Overpass

It is agreed that the Park Board will be responsible for the cleaning and maintenance of the school library and connector overpass, a total area of 3,586 square feet. The School Board will reimburse the Park Board for these services for the period school is in session on the basis of the formula attached and identified as Schedule "A". It is understood that where the services are rendered for a period of less than a month, the monthly rate contained in Schedule "A" shall be prorated on the basis of the number of days school is in session during the month over the number of days in the month, and for the purpose of this calculation the number of days in any month shall be deemed to be twenty-one.

Payment shall be due and payable not more than thirty days after the close of each school term: December and June.

The charge for services contained in Schedule "A" shall be reviewed annually by the officials of the Park Board and School Board.

Maintenance of Community Centre Grounds

It is agreed that the School Board will be responsible for the maintenance and upkeep of the grounds of the Community Centre and, subject to the priorities of the school system, will provide snow clearing services for the sidewalks, roadways and entrances on the Community Centre site and the City sidewalks adjacent to the Centre.

Beautification and gardening costs will be collected for the total site and allocated between the Park Board and School Board on an area basis. Playfield maintenance would not be included in these figures.

Snow clearing will also be collected on the same basis and allocated on an area basis.

The basis of the cost to the Park Board will be direct costs, e.g. labour and material, plus fringe benefits and overhead. The Park Board will be billed twice a year; June and December.

Use of Facilities

The objective of this arrangement is to permit the most extensive use of the School and Community Centre facilities without interfering with the programmes of either the school or the community centre. Subject only to the financial limitations of both parties, both parties agree to co-operate in all reasonable ways to achieve this objective.

It is agreed that the Principals of the schools or their delegates and the Community Recreation Co-Ordinator or his/her delegate will agree to a schedule of use of certain portions of each other's facilities for a term, the period to be agreed upon by both parties, such term not to exceed one school year.

The use will then be costed on the basis of the rental policies of the School Board for school premises, and the rental policies of the Park Board for community centre facilities, and the proposed schedule of use forwarded to the designated administrators at the Park Board and School Board offices for approval.

The schedule of use, when approved in whole or in part by Park Board and School Board officials, shall be the basis of use for the ensuing period and will establish the cost to each party for the term.

Payment for the use of each other's facilities shall be made at the end of each term.

It is understood that with the approval of both the Principals of the schools and the Co-ordinator of Community Services or their delegates, minor variations to the schedule of use may be made. Such variations will not change the cost for the use of the facilities as previously determined for that term.


Mr. A. Argent

- 3 -

August 26, 1976

If you agree with the above method of providing services and use of facilities will you sign the attached copy and return it to the Board office.

Yours truly,

Approved: 
A. Argent August 31, 1976
Director of Recreation

"(Sgd.) J. E. ROBERTSON"

J. E. Robertson
Head of Business
Administration

JER:lf
Enclosure

copy: D. A. Moir
Principals (2)
K. M. Warner
J. G. Hannan

WEST END COMMUNITY CENTRE
MAINTENANCE COST SHARING FORMULA

A. UTILITIES

Fuel	\$14.38	per 1000	per month
Electricity	\$11.84	" "	" "
Water, Sanitation Misc.	\$ 4.00	" "	" "
Utilities Total:	<u>\$30.22</u>	" "	" "

B. ENGINEER & CUSTODIAL SERVICE

Labour requirement	11.34	man hrs/1000	per month
Average wage rate	\$ 6.22	per hour	
Fringe Benefits	28%		
Supervision	10%		
Labour Cost	$11.34 \times \$6.22 \times 1.28 \times 1.10 =$	\$99.31	
Cleaning Supplies 5% of direct labour cost	$.05 \times 11.34 \times \$6.22 =$	\$ 3.55	
Engineering & Custodial Service Total:		<u>\$102.86/1000</u>	/month

C. MAINTENANCE

Labour	\$14.90	per 1000	per month
Material	\$18.15	" "	" "
Total Maintenance:	<u>\$33.05</u>	" "	" "

Grand Total: \$166.13 per 1000 per month

Oct. 1/98

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THIS LICENCE AGREEMENT made as of the day of , 1998

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 39 (VANCOUVER),
1580 West Broadway
Vancouver, British Columbia, V6J 5K8

(the "Licensor")

AND:

CITY OF VANCOUVER,
a municipal corporation,
453 West 12th Avenue,
Vancouver, British Columbia, V5Y 1V4

(the "Licensee")

WHEREAS:

A. The Licensor is the registered owner of that certain parcel or tract of land situate, lying and being in the City of Vancouver, Province of British Columbia, more particularly known and described as:

Parcel Identifier: 015-755-517
Lot E (Reference Plan 5670)
Block 60
District Lot 185
Plan 92

(the "Lands").

B. The Licensor operates an elementary school on a portion of the Lands.

C. The Licensee has agreed to pay to the Licensor the Playground Cost (hereafter defined) for the construction of a Playground (hereafter defined) on the Playground Area (hereafter defined).

- D. As a condition of the Licensee paying the Playground Cost to the Licensor for the Playground, the Licensor has agreed to grant a licence to the Licensee to ensure the **Playground Area and the Playground are open to use by the public at all times outside Regular School Hours (hereafter defined).**

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties), the parties hereto hereby covenant and agree as follows:

1. Definitions

The following words shall have the meanings set out herein:

- (a) **"Amortization Period"** means the **twenty (20) year period** commencing on the commencement of this licence and finishing twenty (20) years later;
- (b) **"GM Parks"** means the General Manager of the City of Vancouver Board of Parks and Recreation or designate;
- (c) **"Park Board"** means the Board of Parks and Recreation for the City of Vancouver;
- (d) **"Playground"** means the playground facilities and all equipment and landscaping to be constructed and installed on the Playground Area to be constructed and designed to the satisfaction of the Licensee's Park Board Director of Planning and Development with the concurrence of the Licensor's Maintenance and Construction Manager;
- (e) **"Playground Area"** means that portion of the Lands shown outlined in bold black on the plan attached hereto as Schedule "A";
- (f) **"Playground Cost"** means the Licensor's cost to construct the Playground up to a maximum of \$250,000 inclusive of the Licensee's Board of Parks and Recreation's design cost and staff time;
- (g) **"Regular School Hours"** means the hours when elementary school students attend Lord Roberts School for regular classroom attendance;
- (h) **"Repayment Amount"** means the proportion of the Amortization Period still remaining upon termination by the Licensor in accordance with section 10 hereof multiplied by the Playground Cost and then multiplied by the proportion the square

footage of the Playground Area so terminated bears to the total square footage of the Playground Area. Example:

$$\text{Repayment Amount} = \text{Playground Cost} \times \frac{\text{Balance of Amortization Period at Termination}}{\text{Amortization Period}} \times \frac{\text{The Amount of Square Foot Reduction}}{\text{The Number of Square Feet of the Playground Area}}$$

2. Licence

The Licensor hereby licenses the Playground Area to the Licensee to have and to hold by way of licence, subject to termination as herein provided.

3. Term of Licence

The term of the licence shall be for a ten (10) year period commencing upon the date of completion of construction of the Playground (as determined by the Licensee's Park Board Director of Planning and Development and the Licensor's Maintenance and Construction Manager).

4. Option to Renew

Provided the Licensee shall notify the Licensor in writing at least six (6) months prior to the expiration of the term of the licence, the Licensee shall have the option to renew this licence for an additional ten (10) year period to commence upon the expiration of the term.

5. Use

The Playground Area shall be open to all members of the public at all times outside Regular School Hours for the public to be in, on and use the Playground Area and Playground.

6. Construction of the Playground

The Licensor shall construct, install and maintain the Playground in the Playground Area. The Playground shall be constructed, designed and maintained to the satisfaction of the Licensee's Park Board Director of Planning and Development with the concurrence of the Licensor's Maintenance and Construction Manager.

7. Payment of the Playground Cost

The Licensor shall submit invoices to the Licensee's Park Board Director of Planning and

Development or designate. Each invoice shall list all costs and expenditures incurred by the Licensor in the construction of the Playground. Attached to each invoice shall be copies of invoices for all disbursements claimed and a brief report detailing work completed during the time period covered by the invoice and work outstanding to complete the Playground.

Notwithstanding anything to the contrary in this Agreement, the Licensee shall never be obligated to pay the Licensor a greater percentage of the Playground Cost than the percentage of work completed compared to the total work to be completed.

8. Repair and Maintenance

The Licensor shall maintain the Playground Area and the Playground in a sanitary, neat, tidy and safe condition and free from nuisances at all times. The Licensor hereby assumes the full and sole responsibility for the maintenance and repair of the Playground Area and Playground and the Licensor agrees that all maintenance shall be to a standard equivalent to the Licensee's Park Board playgrounds and also to a standard satisfactory to the GM Parks.

9. Indemnity

The Licensor shall indemnify and save harmless the Licensee, its employees, contractors, subcontractors, agents, licensees, permittees, officials, workmen and all others (including the public) from and against all manners of actions, causes of action, claims, demands, suits, losses, expenses, judgments, costs (including legal fees and disbursements on an indemnity basis) arising from the Licensor's construction and maintenance of the Playground Area and the Playground or arising out of or in any way related to or that would not or could not be sustained "but for" this Agreement or anything required to be done by the Licensor pursuant to this Agreement.

10. Early Termination for School Purposes

During the term or any renewal term of this licence, the Licensor shall be entitled to terminate this licence in whole or in part upon providing to the Licensee at least one (1) year's written notice, provided such termination shall only be permitted if the Playground Area is required by the Licensor for the Lord Roberts School purposes. If this licence is terminated in whole or in part pursuant to this section, the Licensor shall repay the Repayment Amount to the Licensee within thirty (30) days of such termination.

If the Licensor shall fail to provide access to the public as required by this Agreement, the Licensee may in addition to any other remedies available and at its sole option terminate this licence and the Licensor shall repay the Repayment Amount to the Licensee within thirty (30) days of such termination.

11. Survival

All the unfulfilled covenants, indemnities and obligations of the Licensee hereunder shall survive termination of this licence agreement.

12. Time is of the Essence

Time shall be of the essence of this licence, save as herein and otherwise provided.

13. Licensor's Remedies Are Cumulative

The remedies provided to the Licensor herein are cumulative and are in addition to any remedies available to the Licensor in law or in equity including injunctive relief. No remedy shall be exclusive and the Licensor may have recourse to any and all remedies simultaneously or at various times.

14. Delivery of Notices

Any notice required to be given hereunder may be delivered or mailed and shall be deemed to be well and sufficiently given if mailed at any government post office in British Columbia by prepaid registered mail addressed as follows:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 39 (VANCOUVER)
1580 West Broadway
Vancouver, British Columbia,
V6J 5K8

and

CITY OF VANCOUVER
c/o The General Manager of
The Board of Parks and Recreation
2099 Beach Avenue
Vancouver, British Columbia
V6G 1Z3

or such other address as the parties may from time to time advise each other in writing. Any such notice shall be deemed to be received five (5) days after the mailing thereof, or if delivered, when

delivered, provided that if mailed should there be between the time of mailing and the actual receipt of the notice a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice shall only be effected if actually delivered.

15. Enurement


This Agreement shall enure to the benefit of and be binding upon the Licensor and the Licensee and their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals in the presence of their proper officers first duly authorized in that behalf as of the day and year first above written.

The Common Seal of)
 THE BOARD OF SCHOOL)
 TRUSTEES OF SCHOOL)
 DISTRICT NO. 39)
 (VANCOUVER) was hereto)
 affixed in the presence of:)
)
 _____) C/S
 Authorized Signatory)
)
 _____)
 Authorized Signatory -Secretary/Treasurer)

The Common Seal of the)
 CITY OF VANCOUVER)
 was hereunto affixed)
 in the presence of:) C/S
)
 _____)
 Authorized Signatory)

APPROVED AND AGREED BY THE BOARD OF PARKS AND RECREATION, CITY OF VANCOUVER



 General Manager, Parks and Recreation