

STAFFMAN
DCAJNTOP

March 9/87

JOINT OPERATING AGREEMENT

THIS AGREEMENT made the 14 day of February A.D. 1979

BETWEEN:

DUNBAR COMMUNITY ASSOCIATION
an Association incorporated under
the Societies Act of the Province
of British Columbia,

(hereinafter referred to as the
"Association")

OF THE FIRST PART

AND:

THE BOARD OF PARKS AND RECREATION
of the City of Vancouver, of the
Province of British Columbia,

(hereinafter referred to as the "Board")

OF THE SECOND PART

WHEREAS the Community Recreation facilities, swimming pools, ice rinks, parks and amenities, hereinafter referred to as "Facilities"), controlled or owned by the Board within the -----DUNBAR-----Community, (being the area described in Appendix "A" attached hereto), have been set aside, erected and made available for the recreation, comfort and enjoyment of the public;

AND WHEREAS it is intended that those mutually agreed facilities described in Appendix "B" (hereinafter referred to as the "jointly-operated facilities"), are to be operated jointly and in close cooperation by the Association and the Board;

JOINT OPERATING AGREEMENT (cont'd)

AND WHEREAS the Association and the Board ^{wish} ~~with~~ to set out in writing their respective positions with regard to the joint operation of the said facilities;

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Board shall have the control, care, and maintenance of all facilities, spending thereon such sums as may be allowed each year by the City Council of Vancouver.
2. The parties shall agree upon an operating budget based on such sums of money as the City Council shall make available to be expended on the operation of the jointly operated facilities including subsidized program, daily maintenance, light, heat and other utility services as may be required.
3. The Board, subject to budget constraints, shall maintain all facilities in a state of good repair to the satisfaction of both parties. The Association shall notify the Board in writing, of any dissatisfaction with the maintenance of the jointly-operated facilities. The Board will be required to respond to the Association within Fifteen (15) days advising that the necessary repairs have been made or explain the reason for the non-repair or delay.
4. Designated facilities as per Appendix "C" shall have, subject to budget constraints, full-time coverage with operating staff provided by and accountable to the Board.
5. The operating hours of the jointly-operated facilities shall be mutually agreed upon by the Board and the Association.
6. The operating staff shall comply with all reasonable directives of the Association and their duties and working hours shall be mutually agreed upon by the Board and the Association, keeping in mind that such agreed duties and working hours cannot be inconsistent with the agreements entered into, from time to time, between the City of Vancouver (including the Board) and

JOINT OPERATING AGREEMENT (cont'd)

the Canadian Union of Public Employees and the Vancouver Municipal and Regional Employees Union on behalf of their members. The Association shall be notified of all such agreements.

7. The Board shall allow three designated representatives of the Association to participate in the interview of prospective Recreation Division programming and clerical support staff. The Association will be notified of changes in the custodial staff where possible. The Board shall consider all reasonable comments of the Association in fulfilling their responsibility of hiring staff.

8. The Association and Board shall collectively prepare a job description that accurately reflects the function to be performed by each staff member within the various jointly-operated facilities. The job description will be renewed at the request of either party.

9. In the event that the Association shall desire a change in the operating staff in the designated facilities, the Association must show cause in writing to the Area Manager concerned, with a copy to the Board and the Director of Recreation.

10. Should the Board desire to make any temporary or permanent change whatsoever in any staff assigned to all, or any, of the jointly-operated facilities, the Board shall advise the President of the Association, where possible, of such intended changes. New staff shall receive, where possible, a minimum of Fourteen (14) days in-service training within the jointly-operated facility, prior to any change.

11. Vacation time for Recreation Division programming and clerical support staff in the designated facilities shall be arranged by the Area Recreation Manager, in consultation with the Association, and suitable arrangements for coverage will be insured by the Area Recreation Manager. Where possible fifteen (15) days notice of vacations will be given in writing to the Association. The Association will be advised of vacation time for custodial staff where possible.

JOINT OPERATING AGREEMENT (cont'd)

12. The Community Recreation Coordinator and the Association representatives shall consult together and prepare the program of activities to be conducted in the jointly-operated facilities.
13. Copies of all financial statements prepared by the Association which are related to the jointly-operated facilities, shall be submitted to the Board or to its designated representatives.
14. The Association shall, within the first quarter of the fiscal year of the Association, submit to the Board an audited statement for the previous fiscal year.
15. The Board through its designated representatives, shall submit to the Association a monthly report of revenues and expenses relating to the jointly-operated facilities.
16. The Association and the Board may require at any time an accounting of expenditures by the other upon giving to the other Fifteen (15) days notice in writing, provided that such a request shall not be unreasonable.
17. The Board shall receive notice of all meetings of the Association and its Directors. The Board's representatives shall be entitled to address all such meetings.
18. The Association shall abide by and comply with the by-laws, resolutions and directives of the Board and the City of Vancouver which may be in force from time to time governing the conduct and use of the facilities. either the Association nor the Board shall make any additions or alterations to the facilities, nor enter into any agreement for the use of the facilities, without first consulting each other. This section shall not derogate from the right of the Association to rent the facilities.
19. Subject to the provisions in Appendix "D" all Association membership fees and other revenues generated by the use of the designated facilities shall be received by the Asso-

JOINT OPERATING AGREEMENT (cont'd)

ciation and expended on program costs, equipment, supplies, community recreation services and other objects as are consistent with the Constitution of the Association. Funds generated by the operation of facilities listed in Appendix "E" for which the Board assumes financial responsibility, shall be received by the Board.

20. The Association may allow the consumption of alcoholic beverages in the Centre, by obtaining the consent of the Board. The written consent of the Area Manager may be accepted by the Association as the consent of the Board. It is the responsibility of the Association to ensure the necessary liquor permit is obtained.

21. Any equipment purchased from the funds of the Association for use in the jointly operated facilities, shall belong to the Association and shall not be loaned or used elsewhere or disposed of without permission of the Association. Such equipment shall, for the purpose of the insurance by the Board, be grouped with other equipment in the facility and included in the inventory of the facility.

22. The Association should obtain and make available to the public, information about community athletic, social and cultural groups and should encourage the membership and participation of such groups in the Association and its Board.

23. Any disputes arising out of this Agreement or the interpretation thereof shall be determined by the President of the Association and the Director of Recreation, and if no resolution can be arrived at the dispute shall be referred to the Superintendent of Parks and Recreation. Where required, final decision will rest with the Board.

24. Where there is mutual concurrence, certain provisions peculiar to specific areas will be included in the Agreement. These special considerations, where applicable, are defined in Appendix "D".

JOINT OPERATING AGREEMENT (cont'd)

25. This Master Agreement is subject to such further arrangements for the better carrying out of the purposes herein as shall from time to time be mutually agreed upon and shall be taken to be renewed every two years unless notice of termination has been given by either party in writing in accordance with Clause 26.

26. This Agreement may be terminated by either party giving Three (3) months notice in writing addressed to the Chairman of the Board or the President of the Association, as the case may be.

THE CORPORATE SEAL OF: DUNBAR)
COMMUNITY ASSOCIATION) C/S
was hereunto affixed in the presence of:)
)
)
)

SIGNED ON BEHALF OF THE BOARD:

PRESIDENT

SECRETARY

CHAIRMAN

SUPERINTENDENT

DIRECTOR OF RECREATION
SERVICES

JOINT OPERATING AGREEMENT (cont'd)

APPENDIX "A" - COMMUNITY AREA

The DUNBAR Community is described as that area in the City of Vancouver bounded by 16th Avenue on the North, Quesnel Drive and Mackenzie on the East, then West on 41st Avenue to Blenheim to the Fraser River on the East, the Fraser River on the South, and the City Limits on the West (excluding Musqueam Indian Reserve Lands).

FACILITIES AND PARKS WITHIN THESE BOUNDARIES:

Camosun Park

Chaldecott Park

Balaclava Park

Memorial West Park and Lawn Bowling Green

Musqueam Park

Dunbar Community Centre

JOINT OPERATING AGREEMENT (cont'd)

APPENDIX "B" - JOINTLY-OPERATED
FACILITIES

The facilities to be operated jointly and in close cooperation by the Association and the Board, are described in Appendix "B" as follows:

1. Dunbar Community Centre.

JOINT OPERATING AGREEMENT (cont'd)

APPENDIX "C" - FULL TIME COVERAGE

FACILITIES

The following facilities shall have full time coverage with operating staff provided by and accountable to the Board:

1. Dunbar Community Centre

JOINT OPERATING AGREEMENT (cont'd)

APPENDIX "D" - SPECIAL PROVISIONS

The following special provisions are jointly agreed on by the Association and the Board:

1. The Association shall appoint voting representatives to the Lord Byng Pool Advisory Committee.
2. The Association shall be consulted on supervised playground activities from time to time.
3. The Association shall have the right to use the Board's tennis courts for lessons at agreed upon times.
4. The Association shall be advised of the development and change in use of all Board facilities within the community.

JOINT OPERATING AGREEMENT (cont'd)

APPENDIX "E" - BOARD CONTROL OF GENERATED FUNDS

(Including Revenue)

THE CONSTITUTION AND BY-LAWS OF DUNBAR COMMUNITY ASSOCIATION

CONSTITUTION

1. The name of the society is "DUNBAR COMMUNITY ^{Centre} ASSOCIATION".
2. The objects of the society are:
 - a) to promote, foster and develop community spirit and good citizenship;
 - b) to promote, acquire and operate a community hall and centre;
 - c) to promote and provide educational, recreational and athletic facilities and equipment for the use and benefit of the children and citizens of the community;
 - d) to promote, encourage and assist the educational, charitable, social, recreational and sporting endeavours of the community.
3. The operations of the society are to be chiefly carried on in the Dunbar District of the City of Vancouver, Province of British Columbia.

BY-LAWS

Membership

1. Any person of the full age of eighteen years or over shall be eligible for admission as a member of the Association upon payment of the membership fee.
 - a) The Directors shall have the power to elect any person to honorary membership in the Association on such terms, for such a period, and with such rights and privileges as they may by resolution determine; and such honorary members shall not be required to pay dues, or to be members within the provisions of the Societies Act, nor shall they be entitled to a vote or to any of the rights or privileges of members save as specifically granted by such resolution.
 - b) An honorary member may be elected an Honorary President or Vice-President or an Honorary Director of the Association if the members in General Meeting or the Directors so decide.

- c) That Family Memberships be established to include parents or guardians, and their children under the age of eighteen years. The annual fee for such Family Membership shall be fixed by the Board of Directors from time to time. In the case of Family Memberships the parents or guardians shall be entitled to all the rights and privileges of members including the right to vote.
- d) That Associate Memberships be established open to any person upon such terms and for such period, upon payment of such fees, as shall be fixed by the Directors from time to time. Notwithstanding anything elsewhere in these by-laws contained Associate Members shall have only such rights and privileges as the Board of Directors may from time to time determine, and shall not have a vote nor be entitled to receive notice of or to attend General Meetings of the Association nor to be a Director.
- e) That Complimentary Memberships be established, open to persons resident in the Dunbar Area 65 years of age or over or other such worthy persons as the Directors may determine from time to time, without payment of membership fee. The Complimentary Members shall be entitled to notice of and to attend but not vote at meetings of members of the Association.

- 2. The membership fee unless and until otherwise fixed by the Board of Directors of the Association shall be the sum of \$2.00 per annum per person paid to the Association.
 - a) The membership year shall commence on September 1 and end on the last day of August next following.
 - b) Annual membership fees payable by each member after his or her initial year of membership, shall be due and be paid on September 1 in each membership year.
- 3. All members in good standing shall have the right to receive notice of and to attend and vote at all general meetings of the Association, and as far as may be practicable to take part in the activities of the Association, save as aforesaid.
- 4. Every member of the Association shall have one vote, save as aforesaid.
- 5. Every member shall furnish to the Secretary an address and telephone number at which notices may be given to such member.
- 6. Each member of the Association shall promptly pay his or her membership fees, and observe, perform and abide by the by-laws, rules and regulations of the Association and shall faithfully carry on and dispatch all duties and work assigned to such member from time to time.
- 7. Any member who is in default sixty days in payment of his membership fees shall not have the right to vote at meetings of the Association or to participate in the discussions at any such meeting.
- 8. Any member who fails to comply with the terms and provisions of the "Societies Act" or these by-laws, or fails to conform to the rules and regulations of the Association, may be expelled from membership in the Association by majority

vote of the Board of Directors. A member may also be expelled from membership for conduct prejudicial or detrimental to the Association.

9. A member may resign from the Association at any time.

Meetings

10. *april* The annual meeting of the Association shall be held during the month of ~~February~~ in each year at such time and place in the City of Vancouver as the Board of Directors shall determine.
11. Special meetings of the Association may be convened by the Board of Directors whenever they think fit.
12. a) Special meetings shall also be convened by the Board of Directors on the written requisition of not less than ten members in good standing. The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the address of the Association.
- b) If the Directors do not within twenty-one days from the date of the deposit of the requisition proceed to convene a meeting, the requisitionists may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months from the date of the deposit of said requisition.
- c) If at any time there are not within the City of Vancouver sufficient Directors capable of acting to form a quorum, the President or Secretary, or two Directors, may convene a special meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.
13. All annual and special meetings of the Association shall be convened by giving to each member notice thereof in such manner as the Board of Directors may from time to time determine, specifying the place, the date, and the hour of the meeting. Not less than ten days notice shall be given of each annual meeting, and also of any special meeting at which it is intended to propose a resolution as an extraordinary resolution. Not less than five days notice shall be given of any other meeting.
14. The quorum at a general meeting shall be not less than twenty-five (25) members in good standing present in person. If within one-half hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case ~~it shall stand adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within one-half hour from the time appointed,~~ the members present shall be a quorum.
15. The President, or in his absence, the Vice-President, of the Association shall preside as chairman at every general meeting of the Association. In the absence of the President and Vice-President the members present shall choose some one of their number to be Chairman.
16. The Chairman may, with the consent of any meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any

adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

17. Save as herein otherwise provided a resolution put to the vote of any general meeting of the Association shall be decided on a show of hands. In the event of an equality of votes, the chairman of the meeting shall have a second or casting vote. If demanded by at least one member entitled to vote, the election of directors at the annual meeting of the Association shall be by ballot instead of by a show of hands.

Directors

18. The Board of Directors of the Association shall consist of not ~~less than fifteen~~ ^{fewer than twelve} members. Any member in good standing who is of the full age of nineteen years and who has ~~been a member for at least four months immediately preceding the date of his or her nomination~~ shall be eligible for election as a director. A retiring director shall be eligible for re-election. Notwithstanding any other provision in these by-laws, one of the directors may be a person between the ages of sixteen and nineteen years (effective February 24, 1993).
19. ~~At each Annual General Meeting one-third of the Board shall be elected for a term of three years.~~ ^{Directors shall be elected at each Annual General meeting. The term of a director shall be two years.}
20. Any casual vacancy occurring in the Board of Directors may be filled by the Directors for the unexpired term of office vacated, in accordance with the qualifications stated in clause 18.
21. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be a majority of the Board.
22. The business, discipline and management of the Association shall be conducted by the Board of Directors, subject to the provisions of the "Societies Act" and the by-laws of this Association.
23. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.
24. The officers of the Association shall be appointed by the Directors from their own number, and shall consist of a President, a Vice-President, a Secretary, and a Treasurer, and such other officers or assistant officers as the Directors may from time to time see fit to appoint. Any officer may be removed from office by a resolution passed by a majority of not less than two-thirds of the Directors.
25. It shall be the duty of the President to preside at all general meetings of the Association and at all meetings of the Board of Directors. The President shall be ex-officio member on all committees, and shall hold office until the first meeting of the Board of Directors subsequent to the Annual General Meeting.

26. It shall be the duty of the Vice-President, in the absence of the President, to preside as chairman at all meetings of the Association and of the Board of Directors, and to otherwise assist the President and other officers in the exercise of their respective duties as may be required.

27. It shall be the duty of the Secretary to attend all meetings of the Association and all meetings of the Board of Directors and to accurately record all minutes and proceedings of every such meeting in a minute book or minute books to be provided by the Association, and to keep the register of members and the register of directors and officers, and to notify the Directors of all meetings of the Board of Directors and the members of all meetings of the Association, and to conduct all correspondence of the Association as directed by the Board, and to keep or cause to be kept proper books and records in all respects of the business and affairs of the Association, and otherwise to carry out all duties assigned to his office from time to time by the Board of Directors.

28. It shall be the duty of the Treasurer:

- a) to collect and receive on behalf of the Association all fees, dues assessments, donations, gifts, grants, and moneys due or made to the Association,
- b) to prepare all bills for payment and to make all payments as may be directed by the Board of Directors,
- c) to keep accurate records of all receipts and expenditures of the Association,
- d) to keep accurate books and records of all assets and properties of the Association, and
- e) to keep in safe custody all moneys, bonds and securities of the Association under the supervision of the Board of Directors.

The Treasurer shall at all times and from time to time as requested submit to the auditor of the Association all books, records and documents pertaining to the financial position of the Association in order that the auditor may have the fullest possible information for the purpose of making financial audits of the affairs of the Association.

29. All funds of the Association, whether derived from fees, dues, assessments or otherwise, shall forthwith after receipt of same by the Treasurer be paid into a bank account, to be opened by the Association in a chartered bank pursuant to appropriate banking resolutions as may be required by such bank, and all such funds shall be dealt with or withdrawn from such bank only on the approval of a resolution of the Board of Directors, and all cheques and negotiable instruments drawn on said bank account shall be signed by the President or Vice-President and shall be countersigned by the Treasurer, unless the Board of Directors shall by resolution approve the signing and countersigning of cheques or other negotiable instruments in some other manner by two officers or directors of the Association.

30. The Directors may delegate any of their powers to committees consisting of such member or members of their body or of the Association generally as they think fit, any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors.

Borrowing

31. For the purpose of carrying out its objects, the Association may borrow or raise or secure payment of money in such manner as it thinks fit, and in particular by the issue of debentures, but in no case shall debentures be issued or any real estate owned by the Association be mortgaged, pledged or charged without the sanction of an extraordinary resolution of the Association.

"Extraordinary resolution" shall mean a resolution passed by a majority of not less than three-fourths of such members entitled to vote as are present in person or by proxy (where proxies are allowed) at a general meeting of which notice specifying the intention to propose the resolution as an extraordinary resolution has been duly given.

Audit

32. The accounts of the Association shall be audited annually at the end of the Association's fiscal year. The fiscal year of the association shall end on December 31. At each Annual General Meeting the Association shall appoint an auditor or auditors to hold office until the next Annual General Meeting. The Board of Directors may fill any casual vacancy in the office of auditor.

Seal

33. The Seal of the Association shall be in the custody of the secretary and shall not be used except by authority of a resolution of the Board of Directors or of the Association, and in the presence of such officers of the Association as may be prescribed in and by any such resolution, or (if no officers are prescribed by the resolution) in the presence of the President and Secretary, or the President or Secretary and one Director, and such officers shall sign every instrument to which the seal of the Association is so affixed.

Alteration of By-Laws

34. These by-laws shall not be altered or added to except by an extraordinary resolution of the Association at an annual or special meeting.

Inspection by Members

35. The books and records of the Association may be inspected at any time during business hours by members on two days written notice to the Secretary.

AUTHENTICATED and CERTIFIED a true copy this 26th day
of March, A.D. 1971.

B. M. Pearson
Secretary