

## ENDERBY AND DISTRICT SERVICES COMMISSION

Brad Case  
Tundra Baird

Herman Halvorson  
Denis Delisle

### AGENDA

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**DATE:** Thursday, April 6, 2017  
**TIME:** 9:00 am  
**LOCATION:** Council Chambers, Enderby City Hall – 619 Cliff Avenue

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**1. APPROVAL OF AGENDA**

**2. ADOPTION OF MINUTES**

[Regular Meeting Minutes of February 23, 2017](#)

pg 2-3

**3. BUSINESS ARISING FROM THE MINUTES OR UNFINISHED BUSINESS**

[Commission Remuneration](#) – Memo from Chief Financial Officer dated March 20, 2017 pg 4

**4. REPORTS**

[Parks and Recreation Services – 2016 Q4 Report](#)

pg 5-8

**5. NEW BUSINESS**

[Arena Compressor #3 Replacement](#) – Memo from Chief Administrative Officer dated March 13, 2017

pg 9-12

[Grindrod Recreation Association Park Maintenance Contract Renewal](#) – Memo from Chief Administrative Officer dated March 22, 2017

pg 13-29

**6. PUBLIC QUESTION PERIOD**

**7. CLOSED MEETING RESOLUTION**

Closed to the public pursuant to Section 90 (1) (j) of the *Community Charter*

**8. ADJOURNMENT**

## **ENDERBY AND DISTRICT SERVICES COMMISSION**

MINUTES of a regular meeting of the **ENDERBY AND DISTRICT SERVICES COMMISSION** held on February 23, 2017 at 8:33 a.m. in the Council Chambers of Enderby City Hall.

**Members:** Brad Case City of Enderby  
Tundra Baird City of Enderby  
Denis Delisle Electoral Area F  
Herman Halvorson Electoral Area F

**Staff:** Tate Bengtson – Chief Administrative Officer, City of Enderby  
Kurt Inglis – Planner and Assistant Corporate Officer

**Others:** Parks and Recreation Staff

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### **APPROVAL OF AGENDA**

Moved by Brad Case, seconded by Tundra Baird that the agenda be approved as circulated.  
Carried

### **ADOPTION OF MINUTES**

Regular Meeting Minutes of January 16, 2017

Moved by Brad Case, seconded by Tundra Baird that the regular meeting minutes of January 16, 2017 be adopted as circulated.  
Carried

### **DELEGATION**

Big Bike Event – Presentation by Recreation Services

Sheryl Hay described the fundraising event for the Canadian Heart and Stroke Foundation:

- Taking place on May 29<sup>th</sup>
- 30 person man-powered bicycle
- The route will be by the arena and high school
- Team name is "Little City / Big Hearts"
- Goal is to raise \$5,000
- Looking for support for spreading the word
- Fundraising has been ongoing since the beginning of February
- Any donation of \$10 or more will get a tax receipt

### **NEW BUSINESS**

Parks, Recreation and Culture Fees Amendment Bylaw No. 1625, 2017 – Memo from Chief Financial Officer dated February 17, 2017

Moved by Brad Case, seconded by Tundra Baird that the memorandum be received and filed.  
Carried

Budget 2017 – Summary and Financial Plan from Chief Financial Officer dated February 20, 2017

Moved by Herman Halvorson, seconded by Tundra Baird that the Commission approve the expenses on Appendix A for inclusion in the 2017 financial plan with the following amendments:

- Cost of mileage be added to the Operating budget;
- Commission meeting pay of \$50 per meeting be presented to Enderby Council for approval;

AND THAT the Commission accepts the financial plans as presented.

Carried

**CLOSED MEETING RESOLUTION**

Moved by Herman Halvorson, seconded by Tundra Baird that pursuant to Section 92 of the *Community Charter*, the regular meeting convene In-Camera to deal with matters deemed closed to the public in accordance with Section 90 (1) (d) and (e) of the *Community Charter*.

Carried

**ADJOURNMENT**

The regular meeting re-convened at 9:40 a.m.

Moved by Herman Halvorson, seconded by Brad Case that the meeting adjourn at 9:40 a.m.

Carried

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CHAIR

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CHIEF ADMINISTRATIVE OFFICER

THE CORPORATION OF THE CITY OF ENDERBY

Commission  
Agenda

MEMO

To: Tate Bengtson, CAO  
From: Jennifer Bellamy, CFO  
Date: March 20, 2017  
Subject: Commission Remuneration

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**RECOMMENDATION**

THAT the Enderby and District Services Commission amends its recommendation for member remuneration as described below,

AND THAT the Enderby and District Services Commission refers the matter to Enderby City Council for approval.

**BACKGROUND**

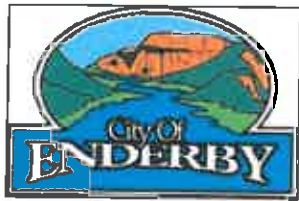
At the February 23, 2017 Enderby and District Services Commission meeting, the Commission put forward a recommendation to Council to provide meeting pay remuneration of \$50 per meeting to members of the Commission.

This recommendation was considered by Council at the March 6, 2017 meeting. Council resolved to refer the matter back to the Commission with a request that it consider annual remuneration rather than meeting pay, as this will ensure the Commission remuneration remains broadly consistent with existing corporate policy. The remuneration values proposed below have been designed to be equivalent to the estimated meeting pay value as represented in the 2017 Commission budget:

Commission Members	\$ 375.00
Commission Chair	\$ 125.00 (additional)

Respectfully submitted,

  
Jennifer Bellamy  
Chief Financial Officer



**City of Enderby  
Parks and Recreation Services**

administered by  
**Enderby & District Chamber of Commerce**  
P.O. Box 1000, Enderby, BC V0E 1V0  
Telephone: 250-838-2665 | Fax: 250-838-0123

[www.enderbychamber.com/recreation](http://www.enderbychamber.com/recreation) | [recreation@enderbychamber.com](mailto:recreation@enderbychamber.com)

*Commission  
Agenda*



**Date:** January 1, 2017  
**To:** Enderby/Area F Joint Services Commission  
**From:** Kaylee Wells and Sheryl Hay, Recreation Administration  
**Subject:** Fourth Quarter Report, 2017

The following report is a synopsis of the status of projects, facilities, and programs managed by the Enderby & District Chamber of Commerce on behalf of Enderby and Area F.

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## **Advertising**

500 copies of the 2015/2016 Fall/Winter Recreation Guides have been printed and dispersed throughout the community.

Arena board bulletin boards and advertising frames are continuously updated.

Facebook and Twitter posts are made 1-3 times per day.

Kaylee and Sheryl walked in the Christmas Parade with 9 of the MVP Hockey players with the Enderby and District Recreation Services Banner.

## **Administration**

Registration for January fitness, youth, and arena programs has begun.

Arena bookings and contract review are continuous.

Budgeting and recommendations for 2017 have been submitted

Grant opportunities have been reviewed

Sledge usage waivers have been created

Sheryl and Kaylee attended the regional BCRPA meeting.

## **Facility Reports**

### ***Arena***

There were less arena bookings in 2016/2017 than 2015/2016, approximately 100 less youth hours, 20 less adult hours, however 30 additional public programs. 2016/2017 arena usage is more than 2013/2014 and 2014/2015 seasons.

In 2015/2016 we hosted minor hockey provincials for an additional 32 hours. 3 home school groups did not book this season due to funding which is less approximately 100 hours of youth/school bookings.

### ***Ball Fields***

A new ball tournament took place in Enderby October 1<sup>st</sup> and 2<sup>nd</sup> booking two diamonds Saturday and one on Sunday.

### ***Gazebo***

The Lions gazebo was used for the Halloween celebration and haunted house. There are no available weekends left in Summer 2017 between May 6<sup>th</sup> – October 1<sup>st</sup> for gazebo bookings.

## ***Lions Pool***

Pool was closed due to weather.

## **Joint Use Agreement**

There has been an increase in bookings for the joint use agreement. (No bookings on holidays or pro-d days)

AL Fortune Gym is used weekly by 3 groups, MV Beattie by 5 groups, and Grindrod School Gym by 2 groups.

AL Fortune Hockey Academy uses the arena 4.5 hours per week. AL Fortune has a second class group starting once a week in January. MV Beattie Elementary, Shihya, and Grindrod Elementary Schools have booked skate times for the New Year.

## **Programs Report**

Recreation programs for youth and adults continued to run until mid December at both the arena and Drill Hall. Registration for winter classes started early in November with great interest in skating lessons, the second session of MVP hockey and fitness classes.

In December, registration for January classes was steady.

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### ***Youth Programs***

Three of the four physical literacy programs ran in the fall session including Active tots, Pre-school Sports and DANCE PL3Y. In total, 27 kids aged 2-11yrs participated.

Special event Youth Nights were offered October 21 and December 16 with a combination venue of skating and curling. Advertising was sent to all local schools and posters were displayed around town and on Social Media. Unfortunately, there was very little interest and minimal attendance resulted in cancelled Youth Night dates for January and February.

Grant funding monies received from RBC were used for skating instructor training on December 4 with Stacey Larson and to purchase more skating lesson equipment. Funding monies were also used to purchase 2 sledges with additional pieces to make skating more accessible for those with physical or mental challenges. The sledges are available during all public skates and for use during the school skating programs.

Monies from the RBC grant also went towards a logo and Jerseys for our youth recreation hockey team. The Enderby Ice Hawks are now fitted with uniforms that make them look and feel like a team.

### ***Fitness Programs***

Six land classes are offered: High Intensity Interval Training, Strength & Stretch, Early Fit, Core Fit, Zumba, and Yoga Flow. Most land classes in the fall session started September 6<sup>th</sup>, except for Zumba which started in October. Classes are hosted at the Drill Hall except for Zumba which is offered at the

Enderby Legion. Over 700 participants were recorded in the fitness class from September to December with a total of close to 1,800 participants for all of 2016

### ***Arena***

Public skating and Stick 'n' pucks drop-in times saw an increase in participation this Fall. Adult Shinny was moved to a new time and day – Sundays 6:30-7:45pm. This filled a gap in our arena scheduled and proved popular with both male and female skaters. Stick 'n' Puck Jr., which was scheduled on Thursdays from 2:30-3:30pm also saw good attendance with kids aged 8-12yrs and a couple of parent helpers. All drop-in shinny participants are required to sign a waiver as well as sign in for each session and pay the drop in fee at the door. This year 10x punch passes were also for sale for the drop-in shinny times.

Registration for winter 2017 skating lessons started in November with 16 registrations for Ice Puppies and 9 registrations for Super Skaters. The MVP saw a full roster with 20 players registered early for the Jan. 2017 season.

The Enderby Arena was host to three North Okanagan Knights Jr. B hockey games this fall. Between 80-110 fans showed up on each of the nights to cheer on the players and show local support for Jr. Hockey.

The holiday ice bookings were once again very popular for family skating parties and shinny hockey games. Daily public skating times were well attended, but youth shinny numbers were down. It is recommended that only one youth shinny time for all ages be booked in the 2017 holiday schedule. Adult drop-in hockey was very popular over the holidays reaching 27 participants in a session.

The 2<sup>nd</sup> annual Tim Horton's holiday skate was a great success with over 120 skaters (double from 2015) enjoying Tim Horton's coffee, hot chocolate and Timbits as well as time with Santa Clause.



THE CORPORATION OF THE CITY OF ENDERBY

Commission  
Agenda

MEMO

To: Enderby & District Services Commission  
From: Tate Bengtson, CAO  
Date: March 13, 2017  
Subject: Arena Compressor #3 Replacement

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**RECOMMENDATION**

THAT the Enderby & District Services Commission approves the use of \$12,302 from the operating contingency to supplement the \$12,000 committed in the 2017 parks budget for the supply and install of a new Compressor #3.

**ALTERNATE RECOMMENDATION**

THAT the Enderby & District Services Commission approves the use of \$5,000 from the operating contingency to supplement the \$12,000 committed in the 2017 park budget to complete the overhaul of Compressor #3.

**BACKGROUND**

The Commission's 2017 budget for parks and recreation included \$12,000 for an overhaul of Compressor #3 ("C3") in the Arena. It was anticipated that costs would be in the same range as the Compressor #2 overhaul from the previous year, as both compressors are of a similar vintage (40 years) and have similar operating hours.

After disassembling C3 for the overhaul service, it was discovered that it was considerably more worn than anticipated. Following the condition assessment, the costs to repair were estimated at \$17,000. The price to supply and install a new unit has been quoted at \$26,802, less a compressor core credit of \$2,500. Given the age of the compressor and the cost differential between refurbishing and purchasing a new unit, staff are seeking Commission authorization to proceed with the purchase and installation of a new compressor this summer.

The Arena has three compressors in total. The second and third compressors are smaller "booster" units that are required to generate the needed temperatures while ice is being created at the start of the season as well as to supplement the primary compressor when temperatures are warmer. Due to the age of the facility, it lacks a modern building envelope, which significantly strains the compressor system as it attempts to compensate for heat transfer. The strain increases proportionately with the ambient air temperature.

Due to the budgetary commitments made for 2017, there is no prior-year's surplus upon which to draw. As a result, the added funding, should the Commission approve it, will be drawn from the operating contingency. The operating contingency is intended only to fund unanticipated expenditures that are critical to the continued operation of core facilities. Should the Commission opt not to proceed with replacement or overhaul, Compressor #3 will be re-installed and left to operate until failure, which will place Arena operations and user group scheduling in considerable uncertainty given the condition assessment.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Tate Bengtson', with a long, sweeping horizontal line extending to the right.

Tate Bengtson  
Chief Administrative Officer



**PROJECT NAME:** Enderby Arena – Replace Compressor #3

March 8, 2017

We are pleased to submit our quotation. The base price includes the supply and installation of a new 6WA compressor.

Base Price.....\$26,802

Compressor core credit approval.....(deduct)\$2,500

Install new oil separator on Compressor # 3.....(add)\$6,261

Install new oil separator on Compressor # 2.....(add)\$6,261

Install new oil separator on Compressor # 1.....(add)\$6,685

Install new relief header for oil separators.....(add)\$5,380

**Jason Schwarz**

Project Manager | Owner

**EXPIRATION:**

Pricing found within this proposal is valid 30 days, after which time it is subject to revision.

**WARRANTY:**

Provide one year onsite labor and material warranty. Warranty starts from the project substantial completion day.



## TERMS AND CONDITIONS:

### CLAIRIFICATION:

**Base Price** – Supply and install compressor includes:

1. BCSA Permit
2. Welding modifications

**Compressor core credit**

1. Approval required from manufacturer.

**Oil separators** - Supply and install includes:

1. BCSA Permits
2. Welding modifications

**Relief Header and piping** - Supply and install includes:

1. Painting
2. Header sizing may vary based on components selection and B52 requirements

- THIS IS REQUIRED TO COMPLETE OIL SEPERATOR INSTALLATION.

### EXCLUSIONS:

1. Hazardous material abatement
2. GST
3. Work not detailed in the scope
4. Work performed after hours
5. Lift Rentals.
6. Disposal of existing compressor if being kept for spare parts.
7. Upgrades to engineered drawing

**THE CORPORATION OF THE CITY OF ENDERBY**

*Commission  
Agenda*

**MEMO**

To: Enderby & District Services Commission  
From: Tate Bengtson, CAO  
Date: March 22, 2017  
Subject: Grindrod Recreation Association Park Maintenance Contract Renewal

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**RECOMMENDATION**

THAT the Enderby & District Services Commission recommends that the Mayor and Chief Administrative Officer execute the amended service contract with the Grindrod Recreation Association for scheduling and maintenance of Grindrod Park.

**BACKGROUND**

In 2012, the City entered into a contract with the Grindrod Recreation Association ("GRA") for scheduling and maintenance of Grindrod Park, on behalf of the Enderby & District Services Commission ("Commission"). The intent of this agreement was, and continues to be, to empower local groups and neighbourhoods who best understand the needs and expectations of community residents and can be more responsive in meeting those evolving needs and objectives.

Between the time that the contract was initially conceived and the present, a number of factors have changed and best practices have developed. Given this, staff have reviewed the 2012 contract with representatives of GRA and have identified proposed amendments to the contract which will make it square with current context and practices.

Attached to this memorandum is the proposed contract and a "redline" version showing changes between the current and proposed contract for ease of reference. The key changes (all section references are to the amended version) are:

- Clarification of the scope of the premises covered by the agreement (Section 1 and Schedule B).
- Deletion of references to the concession and the associated revenue stream, as the concession was eliminated when the Community Hall was built (Section 2).
- Clarification on how to deal with an emergency repair to the premises (Section 3.5).
- Adjustment for inflation to update the monthly payment value for 2017 values (Section 3.6).
- A new monthly value for maintenance works performed by GRA during the off-season (Section 3.7).

- Snow clearing shall be paid directly by the City rather than GRA. While the same contractor will continue to be used, this will reduce administrative burden and cash flow issues that may result from carrying those costs (Section 3.8).
- Clarification on the Prime Contractor role. Note that the City intends to enter into a Prime Contractor agreement with the snow clearing contractor (Schedule A, item 8).
- Clarification on provision of an operating budget (Schedule A, item 18).
- Clarification on watering restrictions (Schedule A, item 19).
- Clarification on responsibilities related to pruning (GRA) and tree removal (City) (Schedule B, Item 1).
- Addition of specified off-season duties (Schedule B, Item 2).

The anticipated cost increase for the proposed amendments, which primarily stems from the amount paid for off-season maintenance, has been built into the 2017 budget and has a minimal impact.

Respectfully submitted,

Tate Bengtson  
Chief Administrative Officer

This agreement dated for reference this day of , 201~~72~~

**BETWEEN:**

**CITY OF ENDERBY**, a municipality duly incorporated and having its address at 619 Cliff Avenue, Box 400, Enderby, B. C. V0E 1V0

(hereinafter called "the City")

AND:

**GRINDROD RECREATION ASSOCIATION**, a not-for-profit society having its address at ~~of~~ 333 4<sup>TH</sup> Avenue, Box 182, Grindrod, B.C., V0E 1Y0

(hereinafter called "the Association")

**WHEREAS** the objective of the Association is to foster and promote community involvement in sporting, recreational, charitable, educational and social activities;

**AND WHEREAS** the City wishes to enter into an agreement with the Association for the scheduling, booking and maintenance of Grindrod Park;

**NOW THEREFORE** the Association and the City agree as follows:

**1 Scope**

1.1 The premises within the scope of this agreement shall be Grindrod Park, excluding the Grindrod Community Hall and the Grindrod Water Treatment Facility.

~~42~~ **4. Scheduling and Booking**

~~4.12.1~~ The City shall provide the Association with a Park Booking Request Form and a Park Use Facility Agreement.

~~4.22.2~~ The Association will ensure that all users who wish to reserve the park for a scheduled activity or event complete a park use/facility agreement and that the user provides the necessary insurance set out in the agreement.

~~4.32.3~~ There will be no fee charged by the Association to the City for this service, however, all revenue collected by the Association will be retained by the Association.

**2. Park Facilities and Concession**

~~2.1 The Association shall be responsible either directly or through a contractor for the maintenance of the washroom facilities in the park. Costs associated with this maintenance are to be funded out of concession revenues and/or concession lease. There will be no net costs assigned to the City however all net revenues will be retained by the Association. Contracts for services will be between the Association and the Contractor.~~

~~The parties agree that the concession may be eliminated as concession services may be provided through the new community hall development.~~

### ~~23~~ **3. Grounds Maintenance**

~~3.1~~ **3.1** The Association will be responsible either directly or through a contractor for the maintenance of the park grounds. Contracts for this service will be between the Association and the Contractor.

~~2.13.2~~ **3.2** The Association shall, either directly, or through a contractor, perform all the duties set out in Addendum 1, Schedule A – Operational Specifications and Schedule B – Sites and Locations and Specific Duties.

~~3.3~~ **3.3** The parties agree that this is an operational and minor maintenance contract and therefore major repairs required for the park or facilities will be the responsibility of the City subject to annual budget.

~~3.4~~ The Association will provide a list of major repairs or maintenance requirements by ~~January~~ December 31<sup>st</sup> of each year for consideration in the annual budget.

~~2.23.5~~ The Association shall not incur any major repairs or maintenance without approval of the City through the budget process. In the event of an unanticipated emergency repair, the Association should notify the City immediately to coordinate an appropriate response.

~~3.6~~ **3.4** The City shall pay the Association ~~and amount of \$2,127.86,212~~ per month for April, ~~May, June, July, August and~~ through September for this service in 2017. Should this agreement be renewed in future years, the amount will be ~~renegotiated~~ adjusted to include an increase for cost of living based on annual CPI.

~~3.7~~ The City shall pay the Association \$200 per month for October through March for park maintenance including washroom cleaning, garbage removal, and other duties. In the event that the washrooms are closed, this value shall be reduced to \$100 per month until such time as they are re-opened, with the reduction pro-rated should the washrooms be closed during the middle of a month. Should this agreement be renewed in future years, the amount will be adjusted to include an increase for cost of living based on annual CPI.

~~2.33.8~~ Snow clearing shall be coordinated and paid directly by the City.

### ~~34~~ **4. Insurance**



~~3.14.1~~ ~~4.1~~ The Association shall be responsible for insurance on any contents owned by the Association that are located within the buildings or the park.

~~3.24.2~~ ~~4.2~~ The Association shall carry liability insurance in a minimum amount of Two Million Dollars (\$2,000,000.00).

~~45~~ ~~5.~~ **Reporting and Liaison**

~~4.15.1~~ ~~5.1~~ The Association shall provide to the City a written annual report of its activities under this agreement on or before January 31 of the succeeding year.

~~56~~ ~~6.~~ **Indemnification**

~~5.16.1~~ ~~6.1~~ The Association shall indemnify and save harmless the City from all loss, damage, costs, actions, claims and suits arising out of or in connection with the services to be supplied by the Association under this Agreement.

~~5.26.2~~ ~~6.2~~ The Association shall not incur any expense for which the City shall be required to reimburse the Association or for which the City in any other way may become liable.

~~67~~ ~~7.~~ **Term**

~~7.1~~ ~~The effective date for this Agreement shall be the date of its execution by both parties.~~

~~6.47.2~~ ~~7.1~~ This agreement shall ~~commence and~~ on the ~~1st day of April, 2012 and shall terminate on the~~ 31st day of ~~March, 2013~~ December.

~~6.27.3~~ ~~7.2~~ Either party may terminate this agreement for any reason upon 6 months notice to the other party.

~~6.37.4~~ ~~7.3~~ This agreement may be renewed annually with the approval of both parties.

**SIGNED, SEALED AND DELIVERED**  
by the **CITY OF ENDERBY** in the presence of

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

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out in early mornings or early evenings. The ~~Contractor~~Association shall also take into consideration the applicable by-laws including Noise Bylaw when performing the duties of this contract.

4. The ~~Contractor~~Association shall supply and maintain, in good working condition, at his sole cost, all vehicles, equipment and tools necessary to carry out the obligations of this Agreement.
5. The ~~Contractor~~Association shall supply, at his sole expense, all safety equipment and clothing for use of his employees and/or agents in the performance of their duties under this Agreement.
6. The ~~Contractor~~Association shall ensure that all his employees and/or agents are trained in the safe use of all equipment and tools employed in the performance of their duties.
7. The ~~Contractor~~Association shall at all times in the course of this ~~Cc~~contract be responsible for the safety of his employees in the work and the service provided, and for the safety, adequacy, efficiency and sufficiency of his machinery, equipment apparatus and his method of completing the work and providing the service under this ~~Cc~~contract.
8. The ~~Contractor~~Association shall ensure that his employees and/or agents comply with regulations of the Worksafe BC and other regulatory agencies. The Association agrees that it is the Prime Contractor for the purposes of safety on the premises. The Association may assign Prime Contractor responsibilities to another contractor by written agreement.
9. The ~~Contractor~~Association shall ensure proper warning lights are installed on all vehicles, equipment and machinery to adequately warn of his presence at all times.
10. The ~~Contractor~~Association shall ensure that ~~the contractor vehicles~~ is-are properly identified with signage stating the name of the Contractor.
11. The ~~Contractor~~Association shall ensure that proper vehicle and pedestrian traffic control is used when needed.
12. The ~~Contractor~~Association is to take note that there may be considerable variation in the total quantity of services required from season to season or events. At those times the ~~Contractor~~Association shall adjust manpower and schedules accordingly.
13. Damage to any City properties or private properties by the ~~Contractor~~Association, his employees or agents will be the responsibility of the ~~Contractor~~Association.
14. The ~~Contractor~~Association will perform any reasonable duties requested by the City of Enderby's ~~Director of Engineering and Public Works~~ Chief Administrative Officer or designate in a reasonable time.

15. The ~~Contractor Association~~ shall submit ~~monthly~~ quarterly activity reports to the ~~Director of Engineering and Public Works Chief Administrative Officer~~ of the City of Enderby.
16. The ~~Contractor Association~~ shall provide recommendations to the ~~Director of Engineering and Public Works Chief Administrative Officer~~ for weed control, fertilizing, tree pruning, snow clearing, and any other related grounds maintenance service that may require ~~the services of a contractor other than the Contractor outside of the scope of this contract~~. The ~~Contractor Association~~ shall arrange for and manage these services upon direction of the ~~Director of Engineering and Public Works Chief Administrative Officer~~ of the City of Enderby.
17. The ~~Contractor Association~~ shall, from time to time, oversee and direct the activities of various personnel acquired through grant programs, volunteer programs, school programs or community service.
18. ~~The By December 31<sup>st</sup> of each year, the Contractor Association shall provide the Director of Engineering and Public Works Chief Administrative Officer of the City of Enderby with an estimated monthly~~ annual budget for the purchase of materials and products required to perform the duties of this Agreement. This budget proposal is subject to approval by the City.
19. The ~~Contractor Association~~ shall conform to ~~the City of Enderby~~ watering regulations and restrictions if applicable, and shall exercise due diligence in conserving water.
20. The ~~Contractor Association~~ shall document and report to the ~~City of Enderby Director of Engineering and Public Works Chief Administrative Officer of the City of Enderby~~ and the local RCMP detachment any acts of vandalism to ~~City~~ property on the premises.

## **Schedule "B"**

### **Sites and Locations and Specific Duties**

#### **Sites and Locations**

~~The Contractor shall perform grounds maintenance services within Grindrod Park, excluding the Grindrod Community Hall and the Grindrod Water Treatment Plant;~~

#### **Specific Duties**

1. The following duties, ~~excluding cutting of grass,~~ shall be performed once weekly ~~from April through September, or more often when required and carried out in a timely manner as required:~~

- ~~Pick up and dispose of garbage and litter~~ and
- ~~Empty~~ public garbage containers
- Report and remove any vandalism
- Prune branches impeding ~~or obscuring travel or sightlines, or otherwise presenting a hazard (major tree or high branch removal falls outside of the scope of this agreement and shall be done under a City contract with a licensed arborist)~~
- Ensure benches and picnic tables are kept clean
- Cut grass ~~once weekly during to an appropriate park standard April, May and June; every second week during July, August and September.~~
- Weed-eat where required
- Arrange fertilizing and pest control
- Mow where required
- Infield grooming
- Det~~h~~atch ball field
- Weed removal where required, ~~but focusing under bleachers~~
- Washroom cleaning and maintenance ~~once weekly~~

2. The following duties shall be performed once weekly from October through March, or more often when required:

- Washroom cleaning and maintenance
- Pick up and dispose of garbage and litter and empty public garbage containers
- Report and remove any vandalism
- Ensure benches and picnic tables are kept clean
- Cut grass to an appropriate "off season" park standard

~~23.~~ The following duties shall be carried out in the Spring:

- Arrange to have water turned on
- General spring clean up

| ~~34.~~ The following duties shall be carried out in the Fall:

- Rake leaves
- ~~Arrange to have water system winterized~~
- General fall clean up

This agreement dated for reference this    day of    , 2017.

**BETWEEN:**

**CITY OF ENDERBY**, a municipality duly incorporated and having its address at 619 Cliff Avenue, Box 400, Enderby, B. C. V0E 1V0

(hereinafter called "the City")

**AND:**

**GRINDROD RECREATION ASSOCIATION**, a not-for-profit society having its address at 333 4<sup>TH</sup> Avenue, Box 182, Grindrod, B.C., V0E 1Y0

(hereinafter called "the Association")

**WHEREAS** the objective of the Association is to foster and promote community involvement in sporting, recreational, charitable, educational and social activities;

**AND WHEREAS** the City wishes to enter into an agreement with the Association for the scheduling, booking and maintenance of Grindrod Park;

**NOW THEREFORE** the Association and the City agree as follows:

**1       Scope**

- 1.1    The premises within the scope of this agreement shall be Grindrod Park, excluding the Grindrod Community Hall and the Grindrod Water Treatment Facility.

**2       Scheduling and Booking**

- 2.1    The City shall provide the Association with a Park Booking Request Form and a Park Use Facility Agreement.
- 2.2    The Association will ensure that all users who wish to reserve the park for a scheduled activity or event complete a park use/facility agreement and that the user provides the necessary insurance set out in the agreement.
- 2.3    There will be no fee charged by the Association to the City for this service; however, all revenue collected by the Association will be retained by the Association.

**3       Grounds Maintenance**

- 3.1 The Association will be responsible either directly or through a contractor for the maintenance of the park grounds. Contracts for this service will be between the Association and the Contractor.
- 3.2 The Association shall, either directly or through a contractor, perform all the duties set out in Addendum 1, Schedule A – Operational Specifications and Schedule B – Sites and Locations and Specific Duties.
- 3.3 The parties agree that this is an operational and minor maintenance contract and therefore major repairs required for the park or facilities will be the responsibility of the City subject to annual budget.
- 3.4 The Association will provide a list of major repairs or maintenance requirements by December 31<sup>st</sup> of each year for consideration in the annual budget.
- 3.5 The Association shall not incur any major repairs or maintenance without approval of the City through the budget process. In the event of an unanticipated emergency repair, the Association should notify the City immediately to coordinate an appropriate response.
- 3.6 The City shall pay the Association \$2,212 per month for April through September for this service in 2017. Should this agreement be renewed in future years, the amount will be adjusted to include an increase for cost of living based on annual CPI.
- 3.7 The City shall pay the Association \$200 per month for October through March for park maintenance including washroom cleaning, garbage removal, and other duties. In the event that the washrooms are closed, this value shall be reduced to \$100 per month until such time as they are re-opened, with the reduction pro-rated should the washrooms be closed during the middle of a month. Should this agreement be renewed in future years, the amount will be adjusted to include an increase for cost of living based on annual CPI.
- 3.8 Snow clearing shall be coordinated and paid directly by the City.

#### **4 Insurance**

- 4.1 The Association shall be responsible for insurance on any contents owned by the Association that are located within the buildings or the park.
- 4.2 The Association shall carry liability insurance in a minimum amount of Two Million Dollars (\$2,000,000.00).

#### **5 Reporting and Liaison**

- 5.1 The Association shall provide to the City a written annual report of its activities under this agreement on or before January 31 of the succeeding year.

#### **6 Indemnification**



6.1 The Association shall indemnify and save harmless the City from all loss, damage, costs, actions, claims and suits arising out of or in connection with the services to be supplied by the Association under this Agreement.

6.2 The Association shall not incur any expense for which the City shall be required to reimburse the Association or for which the City in any other way may become liable.

**7 Term**

7.1 The effective date for this Agreement shall be the date of its execution by both parties.

7.2 This agreement shall end on the 31st day of December.

7.3 Either party may terminate this agreement for any reason upon 6 months notice to the other party.

7.4 This agreement may be renewed annually with the approval of both parties.

**SIGNED, SEALED AND DELIVERED**

by the **CITY OF ENDERBY** in the presence of

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

**SIGNED, SEALED AND DELIVERED** by the  
**GRINDROD RECREATION ASSOCIATION** in the  
presence of

\_\_\_\_\_

\_\_\_\_\_

**ADDENDUM 1**  
**CITY OF ENDERBY AND GRINDROD RECREATION ASSOCIATION**  
**GRINDROD PARK SPECIFICATIONS AND DUTIES**

**Schedule "A"**

**Operational Specifications**

1. The Association shall, in a good and workmanlike manner, provide all aspects of grounds maintenance in areas listed in this Agreement in conformity with and to the standards set out in this Agreement.
2. The Association and his employees and agents shall at all times exercise tact and diplomacy and good public relations in the performance of duties outlined in this Agreement.
3. The Association shall perform the requirements of Schedule "A" and "B" at times that will have the least amount of impact on pedestrians, park users, downtown merchants and customers. This may require some work to be carried out in early mornings or early evenings. The Association shall also take into consideration the applicable bylaws including Noise Bylaw when performing the duties of this contract.
4. The Association shall supply and maintain, in good working condition, at his sole cost, all vehicles, equipment and tools necessary to carry out the obligations of this Agreement.
5. The Association shall supply, at his sole expense, all safety equipment and clothing for use of his employees and/or agents in the performance of their duties under this Agreement.
6. The Association shall ensure that all his employees and/or agents are trained in the safe use of all equipment and tools employed in the performance of their duties.
7. The Association shall at all times in the course of this contract be responsible for the safety of his employees in the work and the service provided, and for the safety, adequacy, efficiency and sufficiency of his machinery, equipment

apparatus and his method of completing the work and providing the service under this contract.

8. The Association shall ensure that his employees and/or agents comply with regulations of the Worksafe BC and other regulatory agencies. The Association agrees that it is the Prime Contractor for the purposes of safety on the premises. The Association may assign Prime Contractor responsibilities to another contractor by written agreement.
9. The Association shall ensure proper warning lights are installed on all vehicles, equipment and machinery to adequately warn of his presence at all times.
10. The Association shall ensure that vehicles are properly identified with signage stating the name of the Contractor.
11. The Association shall ensure that proper vehicle and pedestrian traffic control is used when needed.
12. The Association is to take note that there may be considerable variation in the total quantity of services required from season to season or events. At those times the Association shall adjust manpower and schedules accordingly.
13. Damage to any City properties or private properties by the Association, his employees or agents will be the responsibility of the Association.
14. The Association will perform any reasonable duties requested by the City of Enderby's Chief Administrative Officer or designate in a reasonable time.
15. The Association shall submit quarterly activity reports to the Chief Administrative Officer of the City of Enderby.
16. The Association shall provide recommendations to the Chief Administrative Officer for weed control, fertilizing, tree pruning, snow clearing, and any other related grounds maintenance service that may require services outside of the scope of this contract. The Association shall arrange for and manage these services upon direction of the Chief Administrative Officer of the City of Enderby.
17. The Association shall, from time to time, oversee and direct the activities of various personnel acquired through grant programs, volunteer programs, school programs or community service.
18. By December 31<sup>st</sup> of each year, the Association shall provide the Chief Administrative Officer of the City of Enderby with an estimated annual budget for the purchase of materials and products required to perform the duties of this Agreement. This budget proposal is subject to approval by the City.
19. The Association shall conform to watering regulations and restrictions if applicable, and shall exercise due diligence in conserving water.

20. The Association shall document and report to the Chief Administrative Officer of the City of Enderby and the local RCMP detachment any acts of vandalism to property on the premises.

## ***Schedule "B"***

### **Sites and Locations and Specific Duties**

#### **Sites and Locations**

Grindrod Park, excluding the Grindrod Community Hall and the Grindrod Water Treatment Plant

#### ***Specific Duties***

1. The following duties shall be performed once weekly from April through September, or more often when required:

- Pick up and dispose of garbage and litter and empty public garbage containers
- Report and remove any vandalism
- Prune branches impeding travel or sightlines, or otherwise presenting a hazard (major tree or high branch removal falls outside of the scope of this agreement and shall be done under a City contract with a licensed arborist)
- Ensure benches and picnic tables are kept clean
- Cut grass to an appropriate park standard
- Weed-eat where required
- Arrange fertilizing and pest control
- Mow where required
- Infield grooming
- Dethatch ball field
- Weed removal where required
- Washroom cleaning and maintenance

2. The following duties shall be performed once weekly from October through March, or more often when required:

- Washroom cleaning and maintenance
- Pick up and dispose of garbage and litter and empty public garbage containers
- Report and remove any vandalism
- Ensure benches and picnic tables are kept clean
- Cut grass to an appropriate "off season" park standard

3. The following duties shall be carried out in the Spring:

- Arrange to have water turned on
- General spring clean up

4. The following duties shall be carried out in the Fall:

- Rake leaves
- General fall clean up