

# **UNA BOARD OF DIRECTORS MEETING**

Date: March 21, 2023

Time: 5:30 p.m.

Location: Social Room, Wesbrook Community

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		AGENDA	
A.	CA	ALL TO ORDER	
В.		PPROVAL OF AGENDA  Motion: THAT the Board approve the March 21, 2023 Agenda as circulated.	
C.		PPROVAL OF MINUTES  Motion: THAT the Board approve the February 21, 2023 Minutes as circulated.	1
D.		ELEGATIONS one	
E.	EX	TERNAL REPORTS & PRESENTATIONS	
	1.	Campus and Community Planning Report – Carole Jolly, Director of Community Development and Engagement, Campus and Community Planning	5
	2.	Electoral Area A Overview Presentation and Area A Report – Electoral Area A Director, Jen McCutcheon – (Read: <u>Electoral Area Newsletter</u> )	8
F.	RE	PORTS	
	1.	Management Report – Chief Administrative Officer	15
	2.	Community Newspaper Name Selection – Communications Manager	29
		Recommendation:	
		THAT the UNA Directors review the name submissions and select a name for the community newspaper.	new
	3.	Update on Partnership Opportunities with MiniVillage – Communications Manager	32
		Recommendation:	
		THAT the Board direct staff to enter into a partnership agreement with MiniVillage based on the collaboration opportunities identified in this report.	

4. Contingency Reserve Withdrawal – WCC Emergency Repairs – Chief

Administrative Officer



### **UNA BOARD OF DIRECTORS MEETING**

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Centre

### Recommendation:

THAT the Board approve the use of the UNA Contingency Reserve to reimburse the UNA for the \$23,929 spent on emergency repairs and expenses at the Wesbrook Community Centre in December 2022.

AND THAT staff receive confirmation in writing from UBC confirming support for the withdrawal and confirmation that the ground leases allow for the use of the funds.

Commissionaires BC Services Agreement Renewal 2023-24 – Operations
 Manager

### **Recommendation:**

THAT the Board approve the attached 2023 – 2024 Commissioners BC Services Agreement and authorize the Chair to execute the agreement.

- 6. Finance & Audit Committee Update
  - a. Neighbours' Fund Investment Finance Manager

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#### Recommendation:

THAT the Board direct the Finance Manager to inform UBC Treasury to "invest" \$3M of the Neighbours' Fund for a three-year term.

7. Neighbours' Agreement Committee Update – Director Holmes

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### G. UNFINISHED BUSINESS

None

## H. NEW BUSINESS

None

### I. ADJOURNMENT

#### Recommendation:

THAT the Board adjourn into a Closed Session to discuss dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests, and approval of minutes for a closed session or restricted closed session of a Board meeting, and the appointment of individuals other than Directors to, or removal from, a committee, working group, or other body.



February 21, 2023

### **MINUTES**

PRESENT:

Richard Watson - Chair Jane Kang Murray McCutcheon Fei Liu Bill Holmes Ali Mojdehi Eagle Glassheim

### **UBC OBSERVERS:**

Carole Jolly Holly Shepherd

#### STAFF:

Sundance Topham – Chief Administrative Officer Wegland Sit – Operations Manager Athena Koon – Finance Manager Glenda Ollero – Communications Manager Dave Gillis – Recreation Manager Marta Mikolajczyk – Administrative Assistant

### A. CALL TO ORDER

The University Neighbourhoods Association (UNA) Board meeting was called to order at 5:37 p.m.

The Chair acknowledged that the meeting was held on the unceded traditional territory of the Musqueam people.

### **B. APPROVAL OF AGENDA**

**Motion** by Chair:

That the Board approve the February 21, 2022 Meeting Agenda.

**Seconded** by Director McCutcheon.

Carried.

### C. APPROVAL OF MINUTES

**Motion** by Chair:

THAT the Board approve the January 17, 2022 Open Session Minutes.

Seconded by Director Kang.

### D. DELEGATIONS



February 21, 2023

1. Reflections Strata Complex residents, Mark Skinner and Sammy Tong, delivered oral updates to the Board, followed by questions.

### **E. EXTERNAL REPORTS AND PRESENTATIONS**

1. UBC Properties Trust (UBCPT) Update

Paul Young, UBCPT Director of Planning and Design, delivered an overview of the presentation contained within the agenda package.

2. Campus and Community Planning Report

Carole Jolly, Director of Community Development and Engagement at Campus and Community Planning, presented the January 2023 report contained in the agenda package, followed by questions from the Board.

3. Electoral Area A Report

Electoral Area A Director, Jen McCutcheon, presented the report contained in the agenda package, followed by guestions from the Board.

### F. REPORTS

1. Management Report

The Management team summarized their respective written reports contained in the agenda package, followed by questions from the Board.

- 2. Finance & Audit Committee Update
  - a. Common Area Maintenance Support Letter

The Finance Manager presented the report contained in the agenda package.

**Motion** by Director Holmes:

THAT the Board agree to the terms of UBC's letter re Transition Funding for Neighbourhood Services received by the UNA on February 3, 2023, and authorize the Chair to sign the letter on behalf of the UNA.

Seconded by Director Mojdehi.

Carried.

b. Fiscal 2023/24 Budget Draft II with Feedback

The Finance Manger presented the report contained in the agenda package.

**Motion** by Director Holmes:

THAT the Board approve the 2023-24 operating and capital budgets and direct staff to submit the budget summaries to UBC for approval pursuant to section 10.2 of the Neighbours' Agreement 2020.



February 21, 2023

Seconded by Director Mojdehi.

### Carried.

Motion by Chair

THAT the Board adopt a motion clarifying that its approval of the operating budget does not constitute the UNA's approval for UBC to withdraw amounts from the Neighbours' Fund in respect of the athletics access fee and the community access fee for 2023

**Seconded** by Director McCutcheon.

### Carried.

c. Fiscal 2023/24 Q3 Financial Result

The Finance Manager presented the report contained in the agenda package, followed by questions.

d. Neighbours' Fund Investment

The Finance Manager presented the report contained in the agenda package, followed by questions and discussion.

3. Community Engagement Advisory Committee

Director Kang provided an oral update to the Board.

a. December 7, 2022 Approved Minutes

There was no discussion of the Minutes.

4. Neighbours Agreement Committee Update – Director Holmes

Director Holmes presented a summary of the report contained in the agenda package. No discussion followed.

#### G. UNFINISHED BUSINESS

None

#### H. NEW BUSINESS

1. 2021 UBC Neighbourhoods Census Profile

Carole Jolly, Director of Community Development and Engagement at Campus and Community Planning, presented the report contained in the agenda package, followed by questions from the Board.

2. Emergency Preparedness in the UNA Community

Director Liu provided a brief oral summary, followed by Board discussion.



February 21, 2023

### I. ADJOURNMENT

Motion by Chair:

THAT the Board adjourn into a Closed Session to discuss employee relations and other human resources matters.

**Seconded by** Director Kang.

Carried.

The meeting adjourned at 7:29 p.m.

### Memorandum

From: Simmi Puri, Communications Manager, Campus + Community Planning

To: UNA Board

Date: March 21, 2023

**Subject:** Monthly Update from Campus and Community Planning

### Film & Events Notification

## **March**

### **GVOC Orienteering Spring Club**

Sunday, March 26th from 9am to 2pm. Various outdoor areas on campus. Registered event only.

## <u>April</u>

### The Greater Vancouver Food Truck Festival

April 5th and 6th from 11am to 8pm each day University Commons. Fifteen food trucks, market vendors and entertainment (DJ).

### **Good Friday - University closed**

Friday, April 7th

### **Easter Monday - University closed**

Monday, April 10th

### **AMS Block Party at University Commons**

Thursday, April 13th from 3:30pm - 10pm

Annual end of year concert for students. Alcohol served. DJs and music performances.

#### **Exams**

Monday, April 17th to Friday, April 28th

### May

### **BMO Vancouver International Marathon**

Sunday, May 7th from 8:30am to 1pm Road closures outside of campus will be in effect. Further details to follow

### Victoria Day - University closed

Monday, May 22nd.

### **UBC Spring Graduation**

Wednesday, May 24th to Friday, May 26th and Monday, May 29th to Thursday, June 1st, from 8am to 5pm

Chan Centre for the Performing Arts (Main Mall and Buchanan Courtyard will be in use and Crescent Road will be closed). Learn More: <a href="https://graduation.ubc.ca/schedule/">https://graduation.ubc.ca/schedule/</a>

## Campus Vision 2050

Through the last period of public engagement on the draft 30-Year Vision, Housing Action Plan (HAP) draft principles and policies and draft Land Use Plan (LUP) key recommendations, there were over 4,000 engagement touchpoints with UBC community members, residents and neighbourhood, student, staff and faculty groups. Targeted engagement with key stakeholders will continue through the spring, including the UNA Board.

In March, the 30-Year Vision Engagement Summary Report will be presented to the UBC Board of Governors for information. The full report will be posted on the Board of Governors website as part of the Advisory Committee on Campus Vision and Rapid Transit and Property Committee agenda packages sometime after March 8<sup>th</sup>. It will also be easily accessible through the <u>Campus</u> Vision 2050 website around the same time.

The draft 30-Year Vision, draft HAP and recommended LUP amendments will be refined to reflect engagement feedback and additional technical work, and presented at the June Board of Governors meeting for approval-in-principle and referral of the LUP to a public hearing in September. Presenting the draft 30-Year Vision, draft HAP and recommended LUP amendments to the Board of Governors in June rather than March responds to the interests of many constituent groups wanting adequate time to receive, understand and provide feedback on the final suite of documents.

Following the public hearing, the final Vision, HAP and LUP will proceed to the Board of Governors for approval, at which point the LUP will be submitted to the provincial government for adoption. Following provincial adoption of the LUP, engagement on the 10-Year Campus Plan and future Neighbourhood Plans will begin.

## Residential Environmental Assessment Program Update (REAP 3.3)

The Residential Environmental Assessment Program (REAP) is an important part of UBC's neighbourhood climate action policies. It is a holistic green building rating system similar to the LEED Rating System that is designed to achieve higher levels of sustainability performance for new UBC neighborhood residential development. The proposed updates will put UBC on the path for all new buildings be net zero energy ready by at least 2032 and zero operational carbon by at least 2030.

The UBC REAP system performs an important regulatory role and is updated regularly, including as a key tool to advance continued reductions in operational and embodied carbon in new buildings.

C&CP staff will be presenting the details of REAP 3.3. to the UNA's Land Use Advisory Committee in the coming weeks with the 30-day public review period occurring online through late March to mid-April. REAP amendments will be available for review on the Campus and Community Planning's website in the Projects and Consultations section: <a href="https://planning.ubc.ca/planning-development/projects-and-consultations">https://planning.ubc.ca/planning-development/projects-and-consultations</a>

The updates to REAP are just one step towards a comprehensive Neighbourhood Climate Action Plan (NCAP), that is currently being scoped and will include engagement with the UNA as part of its planning process. NCAP will be an extensive update to the <a href="Community Energy And Emissions Plan">Community Energy And Emissions Plan</a>. It will help advance the commitment of the UBC Climate Emergency declaration by identifying actions that accelerate GHG reductions in UBC neighbourhoods.

## Development Projects update

### **DP22001 Carey College Expansion**

The Carey College expansion project is for the development of two new buildings at Carey Hall in the Chancellor Place neighbourhood for institutional academic and student housing uses. The Development Permit will be issued by mid-February with construction anticipated to start this summer. To learn more about this project, visit: <a href="https://planning.ubc.ca/carey-college-expansion">https://planning.ubc.ca/carey-college-expansion</a>.

### Wesbrook Place – volleyball courts

An application has been approved to renew the seasonal outdoor volleyball courts in Wesbrook Place for weekday evening use by Urban Rec from June to August.

### **District Energy System expansion**

A Streets and Landscape Permit was issued March 3, 2023 to permit trenching along a portion of Gray Avenue for piping to connect Evolve to the District Energy System. Work will begin March 6, 2023. Transportation Management measures will be in place to redirect traffic and pedestrians as needed. Existing street trees will be temporarily removed and returned following project completion.

### Lot 6 - Wordsworth

This residential project for a high rise and townhomes was approved in June 2022. Temporary fencing has been erected around the site. Construction is expected to begin this summer 2023. A portion of the future school site on the west side of Birney Avenue will be used for construction laydown for this project while retaining open space for community use.



### **Director's Report**

Hello UNA/UBC/UEL neighbours,

I trust that you are enjoying the re-emergence of spring after our recent snowfalls. I love seeing the resilience of the crocuses and snow drops, despite being buried in snow last week. Their resilience reminds me of Ukrainians here in Canada, in Ukraine, and around the world. As we move into the second year of Russia's invasion, my thoughts are with Ukrainians defending their country at home, and those trying to start a new life abroad.

Here at home in our community, I hope you will join us for an engagement session this Wednesday evening for a community conversation about UBC's proposed land use plan, Campus Vision 2050. I am co-



Jen and her family enjoying a sunny winter walk down at Wreck Beach.

hosting this event with the UNA's Land Use Advisory Committee. We will be joined by a panel of experts who are UBC faculty and community members, to hear their throughs on key issues such housing affordability, sustainability and urban planning. We will also have plenty of time for community conversation, so please bring your questions and comments. The event will be on March 8<sup>th</sup> from 7-8:30 at Wesbrook Community Centre. Please see page 2 for more information, and to sign up for babysitting services if needed.

At the regional level, I am very happy to share that the Metro Vancouver Board of Directors recently approved Metro 2050, a comprehensive land use plan for the region. You can read more about this and other regionally and locally important updates in the pages below.

As always, please reach out if you have any questions, suggestions or concerns that I may be able to assist with. I also really enjoy connecting with residents even if you don't have specific questions or concerns – feel free to email me just to introduce yourself and let me know more about your connection to our corner of the world.

All the best,

Jen McCutcheon

Jen McCutcheon, Metro Vancouver Director for Electoral Area A (<u>www.areaajen.ca</u> or <u>areaajen@gmail.com</u>)



## Community Conversation on UBC's Land Use Plan: March 8th at 7pm in the Wesbrook Community Centre

After months of consultation, UBC has shared a draft of their plan for how what they think good growth and development will look like both within the university neighbourhoods and on the academic campus. You can read the full draft of the plan, Campus Vision 2050, <a href="here">here</a>.

On Wednesday, March 8<sup>th</sup> at 7pm at the Wesbrook community centre, the UNA's Land Use Advisory Committee (LUAC) and I are hosting a community conversation about Campus Vision 2050. We have a panel of experts (who are on faculty at UBA and also live in our neighbourhoods) and will ensure that there is plenty of time for questions and discussion among residents.



March 8 @ 7:00 pm - 8:30 pm



Join us for a conversation about the future of development in our Neighbourhoods. How much should our neighbourhoods grow? How can UBC best balance development with its commitments to ecology, environmental sustainability, and reductions in climate-altering carbon emissions? How can UBC help address our local and regional affordability crisis, without making things worse?

Please join us for a lively conversation on UBC's Land Use Plan, with independent experts on housing, sustainability and urban planning. Ask questions; share your views; get involved! UBC's Land Use Plan will shape our neighbourhood development for decades to come. Let's ensure that community voices get heard.

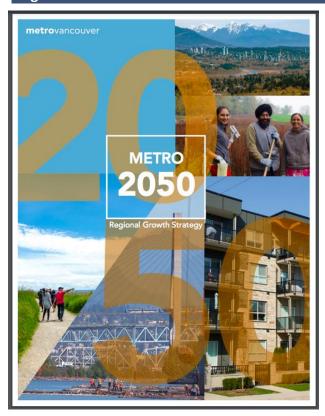
This event takes place in-person at the Wesbrook Community Centre. Childminding will be provided, RSVP by emailing <a href="mailto:communications@myuna.ca">communications@myuna.ca</a>. If you can't attend the in-person event, you can <a href="mailto:register to watch via Zoom">register to watch via Zoom</a>.

I am grateful to Eagle Glassheim, chair of the UNA LUAC for all his work in pulling this event together, a I very much hope that you will join us.

https://www.myuna.ca/event/community-conversation-on-ubcs-land-use-plan/



### Region



I am happy to report that at our February Metro Vancouver board meeting, we unanimously approved a new regional growth strategy for the region – Metro 2050. While the new strategy is stronger than its predecessor (Metro 2040) on issues such as housing, resilience, and climate action, Metro Vancouver staff, from the direction of our Climate Action Committee are already looking into early amendments that will strengthen the strategy on key climate policy areas.

Metro 2050 has been under development since April of 2019 when the MVRD Board directed staff to undertake a comprehensive policy review and engagement process to update Metro Vancouver 2040: Shaping our Future (Metro 2040), the previous regional growth strategy. Metro 2050 was scoped to align closely with Transport 2050, TransLink's new regional transportation strategy, and Climate 2050, the region's new climate action plan, both of which were also under development during similar time periods.

You can review the plan here.

## Night Quest at Pacific Spirit Regional Park – March 17th and 18th

Have you and your family ever been to Night Quest? If not, I highly recommend it (especially for families with elementary -aged children). This year, Night Quest returns to Pacific Spirit Regional Park this March with all its usual magic and a couple of changes.

Night Quest will take place on two nights: Friday, March 17 and Saturday, March 18, from 7:00 to 9:30 pm. Also this year, you'll need to register for an entry time in advance (more details below).

The highlight of the night is the 1.25-km lanternlit trail where you'll encounter animal light sculptures and theatrical vignettes where forest characters share tales of the park's gifts of well-being.



Night Quest is a fun, family friendly event in Pacific Spirit Regional Park. Photo credit: Metro Vancouver



As well, you can visit the festival area and check out interactive displays by xwməθkwəyəm Musqueam Nation, OWL (Orphaned Wildlife Rehabilitation Society), BC Wildlife Federation, West Point Grey District Girl Guides, Scouts Canada, Stanley Park Ecological Society and BC Community Bat Programs.

There will also be a chance to try your hand at drumming, and roast a marshmallow at a cozy campfire.

It's all FREE, but you need to register for either Friday or Saturday evening. You can do so here: Register for Sat, Mar 18

Register for Fri, Mar 17

Other things to consider:

- Allow 1 hour to complete.
  - Bring a flashlight or lantern.
  - Bring your own mug (for hot drinks at the cash-only Girl Guide concession).
  - Please leave pets at home.
  - Street parking is limited. Take transit or bike from campus

## **TransLink Updates**

#### TransLink begins battery-electric bus fleet expansion

- o TransLink has awarded a contract to Nova Bus to bring 15 more battery-electric buses to our fleet. This order will more than quadruple our current battery-electric bus fleet, increasing our fleet total from 4 to 19.
- o The 15 new battery-electric buses are expected to arrive and begin rolling into service on Route 100 in 2022. The \$16 million contract is funded through the Federal Gas Tax Fund, with funding allotted through the Metro Vancouver Gas Tax Fund.
- This expansion is a critical step towards achieving climate targets outlined in TransLink's Climate Action Strategy and Transport 2050: 10-<u>Year Priorities</u>. Some of these targets include adding more than 400 new battery-electric buses by 2030, transitioning to a zero-emission bus fleet by 2040, and having net-zero greenhouse gas emissions in all operations by 2050.

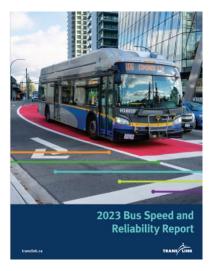


## Scrap your car for sixteen months of transit - TransLink introduces new rebate incentive offers flexible transit pass option

- o As part of SCRAP-IT's vehicle scrappage program, individuals who scrap their vehicles can now choose to receive a Stored Value Compass Card worth \$50 monthly for sixteen months.
- SCRAP-IT is a not-for-profit society focused on clean transportation alternatives. The vehicle scrappage program is designed to reduce greenhouse gas emissions and lower exhaust pollutants across the province by offering multimodal rebates to those who scrap their vehicle, including transit, carshare, e-bike rebates, and more.

- Customers redeeming the Stored Value incentive reward can use their Compass Card on any TransLink service, including buses, SkyTrain, SeaBus and West Coast Express. The new rebate option has been added to existing incentive options of an 8-Month 1-Zone Adult Monthly Pass or a 14-Month 3-Zone Concession Pass.
- Click here for the full list of SCRAP-IT incentive rewards.

### TransLink releases updated Bus Speed and Reliability Report



- TransLink's latest Bus Speed and Reliability Report shows bus delays due to traffic congestion have returned to pre-pandemic levels, underscoring the need for bus infrastructure investments as laid out in TransLink's 10-Year Priorities.
- The report found that bus delays cost Coast Mountain Bus Company \$80 million per year, equating to around 15 per cent of the company's operating costs. However, the report suggests that these are solvable problems, with investment in expansion the key to improving bus performance in the region.
- This edition of the Bus Speed and Reliability report highlights bus delays and the reasons why they occur. A second section of the report detailing "Bus Priority Infrastructure" focusing on reducing delays will be released later this year, followed by a third section identifying areas of opportunity for bus priority measures.
- To learn more, visit TransLink's **Bus Speed and Reliability** page.

### Potential Changes to our Federal Electoral Boundaries – chance to provide feedback

I received the following update from the Minister Joyce Murray, our federal Member of Parliament, and Canada's Minister for Fisheries and Oceans. I thought that some of you may be interested in learning more, and possibly providing your feedback. Please note that feedback is due by the end of the day on March 7<sup>th</sup>, 2023 (very soon!).

As you may be aware, the Constitution of Canada requires that federal electoral districts be reviewed every ten years to reflect changes and movements in Canada's population. It is led by independent commissions working separately in each province to establish electoral boundaries.

Currently, Vancouver Quadra's eastern (north/south) boundary runs along Arbutus street and the constituency extends west to encompass the peninsula bounded by the University of British Columbia, English Bay and the Fraser River.







In June 2022, the Commission for British Columbia put forward a proposal (below) which saw Vancouver Quadra expand eastward to include Kitsilano Point and a small portion of Granville Island. Minister Murray was satisfied with the proposal as it did not drastically change the riding, but provided an opportunity to engage with the Kitsilano community in a more integrated way.

However, on February 8th, 2023 the Commission released the new federal electoral map for British Columbia, which was tabled in the House of Commons. The new changes to Vancouver Quadra are radically different from what was proposed in June 2022 and proposes that Vancouver Quadra become "Vancouver West Broadway".

The new boundaries would encompass UBC 's residential neighbourhoods, run west to east along the Broadway corridor to Ontario Street, and include Granville Island and the Olympic Village. The proposed new riding would no longer include many of Vancouver Quadra's former core neighbourhoods, such as Arbutus Ridge, Mackenzie Heights, Kerrisdale, and Southlands, and most of Dunbar, nor would it represent residents of the Musqueam community hub and reserve lands where many Musqueam Indian Band members live, located



south of Marine Drive near the mouth of the Fraser River. This important portion of the more extensive traditional Musqueam territory is shown as 'Musqueam 2' on the map below.

Members of Parliament have until March 10th to file an objection to any proposals contained in the Report with the Clerk of the Standing Committee on Procedure and House Affairs. For anyone who is currently a constituent of Vancouver Quadra, Minister Murray is very interested in your feedback and ideas concerning this proposed major change to your present federal constituency, as outlined in the proposal maps and the Report.

Please submit any feedback to joyce.murray@parl.gc.ca by March 7th, 2023



## Jen's Board and Committee Appointments for 2023

Below are the boards and committees that I serve on. Feel free to reach out to me if you would like to learn more.

- Metro Vancouver Regional District (MVRD) Board of Directors
- TransLink Mayors' Council for Regional Transportation
- Chair of the Electoral Area Committee, MVRD
- Climate Action Committee, MVRD
- Mayors' Committee, MVRD
- Flood Resiliency Taskforce, MVRD
- Caucus of Committee Chairs, MVRD\*
- TransLink Planning & Priorities Committee

- TransLink Indigenous Relations Working Group
- TransLink Small Communities Committee
- Board Member for Metro Vancouver Zero Emission Innovation Centre (ZEIC)
- ZEIC Governance Committee
- Fraser Valley Regional Library Board of Directors
- Lower Mainland Local Government Association (LMLGA) Third-Vice President
- Municipal Finance Authority of BC Alternate Director

### **Links & Connections**

Jen McCutcheon's Website www.areaajen.ca Jen McCutcheon's Facebook www.facebook.com/AreaAJen Metro Vancouver www.metrovancouver.org Mayors' Council on Regional Transportation www.translink.ca

<sup>\*</sup>New appointment since my last newsletter



Report Date: March 14, 2023

Meeting Date: March 21, 2023

From: Sundance Topham, Chief Administrative Officer

**Subject:** March Management Update

## **Background**

The March 2023 Management Update is presented for information.

## **Decision Requested**

For information

### Discussion

### CHIEF ADMINISTRATIVE OFFICER

In late February and early March, a significant amount of time was spent providing assistance for the recreation review as well as supporting other UNA initiatives, including ongoing support for Board Committee projects.

Some of the key areas that I worked on include the following:

### **Board Relations**

- Attended Committee meetings and supported Board initiatives, including ongoing support for the Neighbours Agreement Committee and Land Use Advisory Committee.
- Worked with the Governance and Human Resources Committee (GHR Committee) and communications staff to finalize the UNA review of electronic voting. A report with recommendations for Board consideration will be coming to the April Board meeting.
- Worked with the consultant from Clear HR to hold Board equity, diversity and inclusion training.
- Provided onboarding to Silvia Magnano, the new UBC Member on the UNA Board.

## **COVID-19 Support**

Ongoing monitoring of UNA COVID 19 processes.

# **Operations**

- Supported the Operations Department with several initiatives, including reviewing the process required to repair and replace the Wesbrook Community Field.
- Provided feedback on the draft Traffic Management Plan (TMP) for the UBCPT project on Lot 6 adjacent to the future elementary school site on the corner of Ross Drive and Birney Avenue.

### **Finance**

Assisted with ongoing work to review reserve policy processes with UBC.

## Risk Management

 Supported the Operations Manager in ongoing discussions regarding insurance coverage and liability concerns, including an investigation into any implications related to the transition of municipal services administrative responsibilities from UBCPT to UNA.

## **Programs and Services**

- Continue to work with UBC and UBC Properties Trust (UBCPT) in relation to the transition of municipal services administrative responsibilities from UBCPT to UNA.
- Along with the Recreation Manager and Communications Manager worked with the consultant to assist with the Recreation + Culture Programming Review.
- Attended the quarterly UNA + UBC + UBCPT staff meeting.
- Attended the quarterly UNA + UBC Administrative meeting.
- Met with UBC officials to discuss several ongoing initiatives, including the potential of UNA representation on the UBC Development Permit Board and long-term planning considerations for UNA + UBC administrative interactions.

### **Human Resources**

Assisted with interviews for the new Accounting Assistant position.

# **Community Relations**

- Attended the March UBC Campus Vision 2050 Community Advisory Committee meeting.
- Attended the March 8 Community Conversations on UBC Land Use Plan cosponsored by the UNA Land Use Advisory Committee and Electoral Area A Representative Jen McCutcheon.
- Attended the March Campus Vision and Regional Transit Committee meeting.



### COMMUNICATIONS

## Hiring and Onboarding of New Staff

On February 27, the UNA welcomed Emmanuel Samoglou as its new Newspaper Editor and Social Media Specialist. Emmanuel will be supporting the Newspaper Editorial Committee in publishing a new community newspaper as well as reviving the UNA's social media channels. Emmanuel has extensive background in journalism in the local community level and started his career in journalism with the Toronto Star.

## Newspaper Layout Design

The Communications Team, along with the newly hired Newspaper Editor and Social Media Specialist, is working with our graphic design team to create a new layout for the new community newspaper. The scope of this work includes a re-design of the newspaper, as well as a mini re-brand, in relation to the newspaper nameplate. After the re-design is complete, the template files will be passed along to an in-house team which will update and publish the guarterly issues moving forward.

## Newspaper Website Development

The Communications Team is working with a website development team to create the new website which will house the contents of the online version of the new community newspaper. The website will mirror the design and structure of the printed version of the magazine.

## Spring/Summer Program Guide

The Communications Team worked with the Recreation Team on the creation of the Spring/Summer Program Guide. The Guide features the 200+ programs and events offered at our community centres. The cover graphic features a bright and cheery illustration of plants that are local to our neighbourhoods.

# Communications and Recreation Team Seasonal Marketing Meeting

The Communications Team and Recreation Team collaborated during our seasonal marketing meeting where both teams identify programs and events that need additional marketing support and brainstorms solutions and promotional materials that need to be produced. The output from these seasonal meetings is usually a 100+ item task list for the Communications Team. This includes a list of print and digital promotional materials that we need to produce.

## Land Use Advisory Committee (LUAC) Support

Communications Manager worked with the CAO and other departments to support the Land Use Advisory Committee's event, "Community Conversation on UBC's Land Use Plan." Communications provided promotional support and online meeting moderation.

# Community Engagement Advisory Committee (CEAC) Support

The Communications Manager continues to provide support for the Community Engagement Advisory Committee (CEAC). The committee is exploring different options for an event organizer who will assist in putting on the CEAC's social events that are designed for residents to have a casual space to meet and get to know their neighbours.

### **Other Work**

- Recruitment of members for the new Newspaper Editorial Committee and the Community Engagement Advisory Committee.
- Continued work to support the Recreation Review project.
- Support for Sustainability Team in promoting new waste receptacles.

## **RECREATION**

### **Staffing Update:**

Hiring Process is Underway for the Following Positions:

Birthday Party & Events Leader

Start Date – Monday, April 1st, 2023.

Outgoing leader has agreed to stay on board until a suitable candidate can be found.

Summer Camp Coordinator (SCC) / Summer Camp Leaders (SCL)

Start Date(s)

SCC – May 1<sup>st</sup>, 2023 – 4-month position, Student grant funded

SCL – June 26<sup>th</sup>, 2023 – 2-month position, Student grant funded

### Developmental Disabilities Association (DDA)

Starting in April, the Recreation department will begin a trial partnership with DDA for volunteer employment opportunities at both the Wesbrook Community Centre and the Old Barn Community Centre.

## Staffing Training Updates

BCRPA Plexus – Dave Gillis, Recreation Manager – February 14, 2023

UNA Programming and Fitness team will be attending the BCRPA Symposium on May 3-5 in Vancouver.



# Recreation and Culture Programming Review

Jennifer Siddon and Alan Neilson of Nielson Strategies continue to work with Sundance Topham, Dave Gillis, Glenda Ollero and Josie Chow on the Recreation and Culture Programming Review.

Completed: Collection of Data and Information is complete.

Current: Recreation Review is in development – anticipated rough draft in April, report to board in May 2023.

A reminder, our goal is to assess current recreational services identifying gaps and community needs. Through the recreation team involvement of all the small group and pop-up meetings, some quick fix, or addition items where easy to act on and have already shown success.

Communications Manager Glenda Ollero is providing updates to the CEAC Committee as the review progress.

## Spring Registration Updates

Strong opening day, with the most popular programs being camps, children's programming, private music lessons and pickleball. Registration stats, and comparable will be provided in April board report.

Fall Program planning has begun, marking a change from a two-month planning schedule in 2021 to a 6-month planning schedule in 2023. The programming team will continue to length the planning phase of programming, with a goal of 9-month advance planning standard with UBC and City of Vancouver.

## **Hours of Operation**

Wesbrook Community Centre

Building: Monday – Friday 8:30am – 10:00pm

Saturdays & Sundays 8:30am - 9:00pm

Fitness Centre: Monday – Friday 6:00am – 10:00pm

Saturdays & Sundays 7:00am - 9:00pm

Old Barn Community Centre

Building: Monday – Sunday 7:00am – 7:00pm

Fitness Centre: Monday – Sunday 7:00am – 7:00pm

# <u>Customer Service & Facilities Update – Qiuning Wang, Assistant Manager</u>

In February, Front Desk Team focused on a few areas: 1) improving the opening and closing procedures of both community centres; 2) rolling out Work Alone Check in Procedures; 3) developing Front Desk training and onboarding manual; 4) supporting the Recreation Review project; 5) assisting Spring and Summer program registration.

- A facility opening and closing checklist for both community centres has been developed and put in use daily since the beginning of March. The checklists will ensure that all steps are consistently followed when opening and closing the facilities by different Front Desk Agents. It will particularly help newer employees to perform their duties with clear guidance.
- 2. The check in procedures of the Work Alone Policy have been introduced and started in March. The Front Desk Agents are in the process of being trained with the procedure using appropriate means. Glad to see some good connections among staff have been made from the process between the two facilities. The training process will be completed by the end of March.
- 3. With the hiring of two new Front Desk Agents, the Front Desk training and onboarding process is being reviewed. A consolidated Front Desk Training Manual has been developed. Now it is seeking input from the Recreation Manager and the Front Desk Team before it becomes effective.
- 4. The Front Desk Team also supported the Recreation Review Project with room set up and other facility related requests.
- 5. On the first day of spring and summer program registration on March 6, the Front Desk assisted with 175 in-person registrations among close to 800 enrollments.

During the snowfall weekend on Feb 25 and 26, Front Desk Team worked closely with the Operations Team to maintain the normal facility operation. Kudos to the Front Desk members who opened and closed the centres in the snow.

### <u>Usership</u>

- 275 New clients
- 204 UNA Discount memberships added
- 75 UBC/UTOWN Discount memberships added

### Parking

- 18 new paid parking permits issued in November (resident and visitor and replacements permits)
- 27 parking applications were reviewed (including five online submissions and 22 in person)
- New Complimentary Day Passes are difficult to track in PM but likely represent the majority of parking applications.

## Staffing Updates

- Two front desk staff Sandy Zhao and Nandini Joshi were hired and began working in February. Both have gone through the Essential Training and are now taking regular shifts.
- o The center was decorated by front desk staff for Valentine's Day

# Programming & Events Update - Josie Chow, Assistant Manager

# Spring/Summer 2023

- Registration opened Mar 6 at 9 am. Metrics recorded as of Mar 6 at noon:
- # Programs currently being offered UNA wide:
  - 0 475
- # Registered Participants
  - 0 1126
- # Waitlist
  - 0 71
- # Withdrawals
  - 0 6
- Gross revenue:
  - o TOTAL: \$163,108.65

Physical Activity: \$52,095.33

Family: \$0

Arts: \$31,119.12

• Music: \$\$31,155.90

Education: \$12,400.20

Camps: \$35,808.10

# **Programming Highlights & Initiatives:**

- Family Day was a well-attended event held in February, in which participants were
  provided a report card of activities with a focus on family education, participation
  and fun. Included in the activities was a Family Day Eco Walk. This free event sold
  out and everyone showed up despite the rainy weather. Our walk was led by Pacific
  Spirit Park Society Volunteers.
- Community member and artist Nidhi Raina led a clay jewelry making workshop for adults. Participants enjoyed working with their hands and had their own creations to take home. Many asked for more similar workshops with Nidhi in the future.
   Potential to offer as short program.
- Weaving Wellness: Clay Art Expression led engaging and therapeutic session to allow participants to play and express themselves through clay.

- Minecraft Coders A new program for kids 7-10 that captures their love of the
  computer game Minecraft and uses it as a tool to teach computer literacy, coding,
  communication, and math. The program was fully registered within a couple of days
  and has a long waitlist. It looks like there was a community interest! This program is
  also a feeder program for the youth volunteer-led coding classes for older kids.
- Senior-led Sewing and Knitting Studio. There are 16 people registered and a group of 5 seniors started knitting baby sweaters for charity.

### **Upcoming Events:**

- Community Lunch and Learn: *The Magic of Memoir*, rescheduled to Mar 6, 12pm-1:30pm, free,
- LINC Information Session (Language Instruction for Newcomers to Canada), Mar 7, 1pm-2pm, free, WCC,

## **Volunteering**

There were four Events and programs that Volunteers were apart of in February 2023, filling 22 roles adding up to a total of 190 volunteer hours.

Total Programs/events:

3 events

1 program

0 partner programs

## Virtual Programming

Osteofit, continues to be our one online program, Request have been made for Online Computer Assistance and ESL which we are looking into the ability to offer for Spring 2023.

## Youth Volunteering – Hal Saxby

- In February we had nine Community Events that were supported by youth volunteers and eight weekly programs
- We had five youth volunteers attend the UNA Rec Review Volunteer small group
  who were able to share their experience and advice on how our volunteer process
  works for them. The Youth who attended gave positive reviews on their experience.
- There are 232 Youth Volunteers signed up in our system, nine new signups since February.

## **SCCC Program Highlights**

- Street Art at The Barn took place as part of Kids Take Over UBC, and a grant was provided by UTown@UBC. Local street artist Derek "Manik" Edenshaw taught kids and parents about the art of graffiti. Participants began by learning how to sketch in the style of street art, while learning about its history and how to do it safely and legally. Afterwards, they went outside in the park to try using spray paint on a canvas. The workshop filled up within a day after registration opened, and it was received well by parents and children.
- Open Mic in the Living Room, the community living room at the Old Barn Community Centre was transformed into a cozy music venue for this open mic night. There was a wide range of ages, including children, young adults, and seniors. People sang in both English and Mandarin, covering styles like Indie, Pop, Disney, Chinese Folk, Blues, and more. Several community members who did not know each other before the event ended up going back up to perform together near the end of the night. One performer sang a song about how grateful he was for his neighbours in difficult times. Andrea Minden, a flute teacher at WCC, performed on the beautiful "musical saw" instrument. She also got the crowd to sing along to 'Twinkle, Twinkle, Little Star" in their first languages. A number of people asked if the event would happen again, and expressed interest in attending regular open mic nights.

### Health & Fitness Update - Kieran Petty, Fitness Centre Supervisor

### **Wesbrook Community Centre - Membership Revenue**

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non- Resident	Non- Resident Revenue	Total	Total \$
10 Punch Pass	12	\$ 457.20	38	\$1,809.56	19	\$1,085.66	69	\$ 3,352.42
1 Month Pass	21	\$ 1,028.70	57	\$2,714.34	21	\$1,199.94	99	\$ 4,942.98
3 Month Pass	4	\$ 419.04	42	\$4,800.18	5	\$714.30	51	\$ 5,933.52
6 Month Pass	0	\$ -	6	\$1,257.12	0	\$ -	6	\$1,257.12
Year Pass	0	\$ -	3	\$1,142.85	0	\$ -	3	\$1,142.85
Total	33	\$ 1,904.94	1 146	\$11,724.05	40	\$2,999.90	228	\$ 16,628.89

### Old Barn Community Centre - Membership Revenue

Pass	Youth	Yout Reve		Resident	_	sident venue	Non- Resident	Non- Resident Revenue	Total	Tota	al \$
10 Punch Pass	0	\$	-	9	\$	257.13	3	\$ 114.30	12	\$	371.43
1 Month Pass	0	\$	-	10	\$	285.70	1	\$ 28.57	11	\$	314.27
3 Month Pass	0	\$	-	1	\$	76.19	0	\$ -	1	\$	76.19
6 Month Pass	0	\$	-	0	\$	-	0	\$ -	0	\$	-
Year Pass	0	\$	-	0	\$	-	0	\$ -	0	\$	-
Total	0	\$	-	20	\$	619.02	4	\$ 142.87	23	\$	761.89

### **Combined - Membership Revenue**

Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non- Resident	Non- Resident Revenue	Total	Total \$
10 Punch Pass	12	\$ 457.20		\$2,066.69	22	\$1,199.96	81	\$ 3,723.85
1 Month Pass	21	\$ 1,028.7		\$3,000.04	22	\$1,228.51	101	\$ 5,257.25
3 Month Pass	4	\$ 419.04	4 43	\$4,876.37	5	\$714.30	52	\$ 6,009.71
6 Month Pass	0	\$ -	6	\$1,257.12	0	\$ -	6	\$1,257.12
Year Pass	0	\$ -	3	\$1,142.85	0	\$ -	3	\$1,142.85
Total	33	\$ 1,904.9	4 166	\$12,343.07	44	\$3,142.77	251	\$ 17,390.78

### Wesbrook Community & Old Barn Fitness Center - Visits

Day of Week	Location	Total Visits
Sunday	WCC	357
	OBCC	29
Monday	WCC	484
	OBCC	24
Tuesday	WCC	454
	OBCC	31
Wednesday	WCC	331
	OBCC	46
Thursday	WCC	580
	OBCC	62
Friday	WCC	269

	OBCC	51
Saturday	WCC	266
	OBCC	35
	TOTAL VISITS UNA FITNESS	3019

# Spring / Summer Programming

- Spring / Summer 2023
  - 19 fitness classes for spring
  - o 12 yoga classes for spring
  - o 13 fitness classes for summer
  - o 8 yoga classes for summer

## **OPERATIONS + SUSTAINABILITY**

## Electrical Landscape Equipment Procurement

The UNA Operations department is working with our municipal services contractors to expand electrical equipment usage within UNA public spaces. Working with Badger Earthwork, the UNA has procured new electric landscape equipment, this equipment is expected to be able to cover a substantial portion of our municipal general daily operations. The newly acquire electric landscape equipment is expected to cover both park spaces and boulevard lawn area maintenance between March and September in Wesbrook Place and East Campus area. This builds upon the already existing electric landscaping that takes place in Hawthorn parks spaces.

# Community Works Fund – Public Waste Receptacle Project Update

The initial rollout of the enhanced public waste receptacles is complete in all UNA areas. The second and final part of the project is the development of seasonal communication messaging related to UNA membership, UNA Sustainability Initiatives and the Green Depot. The posters will be inserted in a designated poster space behind the enhanced outdoor receptacles. This poster slot is designed to be highly visible to the public, and the communications project is expected to wrap up by April 2023.

# Landscape Management Plan Update

The UNA Sustainability and Operations department is working closely with the consultants from LANARC and their GIS team to finetune the existing landscape service level mapping in all UNA area. The next step in the project is to finalize the GIS model with the proposed future service level and then reengage with all key stakeholder from UBC, UBCPT and landscape contractors to receive feedback. The landscape management plan is anticipated to come to the Board in May.



## Wordsworth - Lot 6 Traffic Management Plan

Polygon Homes have advised of their intention to move ahead with the construction of Wordsworth at Lot 6 on Birney Ave in Wesbrook Area, and the UNA is working with UBC Transportation Department and Polygon Homes for the development of Lot 6 Traffic Management Plan.

The UNA will continue to engage with UBC Transportation Department and Polygon Homes for the development of traffic management plan and update our community as soon as more information is available.

# Road Marking Remediation in Hawthorn Area and Wesbrook Area

The UNA has engaged a contractor to complete road markings repairs in Hawthorn Area speed bumps on Eagles Drive and Larkin Drive, they have also installed a new stop bar at Ross Drive and Gray intersection in Wesbrook Area.

## Road Repair Work and Future Plan

The UNA has engaged a contractor to complete pothole and pavement repairs in Chancellor Place (Iona Drive West) and Wesbrook Area (Wesbrook Mall and Gray Ave). Repair work is expected to be completed before the end of March.

A more extensive roadway assessment is planned for above ground UNA infrastructure, and the repair project currently identified for the entranceway to Hampton Place has been put on hold until after the road assessment has taken place. The assessment project is scheduled to take place during the early summer. Any roadway improvements that are recommended as a result of the assessment are subject to contractor availability.

### Mundell Waterway Repair Work

Mundell waterway repair work is expected to resume in the near future. Since the waterway is managed and operated by UBCPT, project update and information will be available online in UBCPT website. https://www.ubcproperties.com/news/

# Outdoor Event Advisory – April 2023

OUTDOOR EV	ENT ADVISORY		
Event Name AMS Block Party LOC		LOCATION	
Event Type	Ticketed - Concert	Plaza outside the NEST	
Organization	Alma Mater Society (AMS)	INLOT	
Event	Friday, April 13, 2023, 4 pm – 10:30 pm		

Date & Time	
Participants (maximum)	6,500 people
Purpose	Celebration of Last Day of Classes [End of Academic Year]
Details	<ul> <li>19 + event only</li> <li>Alcohol and food will be served</li> <li>Fencing will be placed around perimeter of event</li> <li>Staging and sound system</li> <li>First Aid on site</li> <li>Portables</li> </ul>

## **FINANCE**

## **Budget Submission to UBC BOG:**

After the 2023-24 UNA budget was presented and approved by the UNA Board in February, the final budget was submitted to UBC on February 22<sup>nd</sup>, 2023. This concluded our external 2023/24 budgeting process and staff are now working with the departmental managers for the internal budget roll-out for the new fiscal year.

### Municipal Services Administrative Transition

The countersigned UBC common area maintenance support letter agreed to by the Board in February was returned to UBC Campus & Community Planning on February 22<sup>nd</sup>, 2023. In preparation for the transition in responsibilities, the UNA Finance Department has also started the recruiting process for the accounting assistant position. This new role is mainly created to support all the extra work anticipated as a result of the transition and the position has also been included in our approved 2023/24 budget.

### Reserve Withdrawals Review:

After completing the Neighbours' Fund Reserve Study, the UNA and UBC are working together to get a better understanding as to how withdrawals from the reserve funds for capital and infrastructure projects should take place, taking into account different key areas such as administration, operations, and accounting. We used some basic real-life scenarios to walk through the process to determine how it should take place. The discussion took place in early March and there are still outstanding items required to be worked on with UBC Finance.

# **Financial Implications**

None

# **Operational Implications**

None

# **Strategic Objective**

None

### **Attachments**

None

### Concurrence

- 1. Dave Gillis, Recreation Manager
- 2. Athena Koon, Finance Manager
- 3. Glenda Ollero, Communications Manager
- 4. Wegland Sit, Operations Manager

Respectfully submitted,

Sundance Topham

Chief Administrative Officer



Report Date: March 14, 2023

Meeting Date: March 21, 2023

From: Glenda Ollero, Communications Manager

**Subject:** Community Newspaper Name Selection

## **Background**

At the December 2022 Board meeting staff asked the UNA Board of Directors for guidance on how to select a name for the new community newspaper. The Board directed staff to solicit proposals for the newspaper's name and provide the list to the Board for consideration, along with staff suggestions.

## **Decision Requested**

THAT the UNA Directors review the name submissions and select a name for the new community newspaper.

### **Discussion**

As per the Board direction staff reached out to the UNA community to ask for suggestions. A call for submissions was advertised on the UNA website, community newsletter and social media for a period of for 31 days from February 7 to March 10, 2023. Staff also brainstormed additional names for Board consideration.

The UNA received the following submissions from the community and from staff:

- Comm-UNA
- Live UBC
- Our Town, Our Voice
- Point Grey Campus Journal (staff suggestion)
- The Campus Digest
- The Eagle (staff suggestion)
- The Neighbourhood Journal (staff suggestion)
- The Resident
- The Resident Gazette
- The Resident Report (staff suggestion)
- The Village News
- The Villager



- The Villages
- The Way Out West
- Thunderbird Times
- U-News and Notes
- UBC Neighbourhood
- UBC Pursuits
- UNA Community Weekly
- UNA News
- UNA Weekly

Staff also received multiple suggestions from residents to keep the old community newspaper name, *The Campus Resident*. Initially, it was staff's understanding that this name under the ownership of the paper's previous publisher, John Tompkins, however, Svetlana Tompkins, John's widow, confirmed that the UNA owns this name and, therefore, can continue using it.

Nine residents wrote in to suggest that this name be kept, and in staff's perspective, it would be advisable to continue using the name as it has been established over the years as a reliable source of information. The planned new website and layout of the printed digest will be a good way to re-launch the paper and to mark a new chapter of *The Campus Resident*.

## **Financial Implications**

None

## **Operational Implications**

Deciding on a name of the publication is crucial to the timeline of its planned launch in the coming months. The Communications Department is currently working with a graphic design team and web design team to create the online and print infrastructures for delivery of the paper to the community, and a name is important to finish this work.

## **Strategic Objective**

**Creating Connections** 

### **Attachments**

None



## Concurrence

None

Respectfully submitted,

Glenda Ollero

Communications Manager

Sundance Topham

Chief Administrative Officer



Report Date: March 14, 2023

Meeting Date: March 21, 2023

From: Glenda Ollero, Communications Manager

**Subject:** Update on Partnership Opportunities with MiniVillage

## **Background**

At the November 2022 Board meeting, staff presented a potential partnership opportunity with Minivillage, a new UBC-based hyper-local social media platform that aims to connect community members online and then transition those online interactions to offline/in-person interactions.

Mark Boardman, CEO of Minivillage, and his team attended the meeting, introduced themselves and their platform to the board and outlined their mission/vision and common objectives shared with the UNA of strengthening community ties and creating connections.

The Board directed staff to work with Minivillage to further explore partnership opportunities for Board consideration

### **Decision Requested**

THAT the Board direct staff to enter into a partnership agreement with MiniVillage based on the collaboration opportunities identified in this report.

### **Discussion**

UNA staff and Minivillage held meetings on April 22, June 15 and August 24, 2022. Minivillage representatives also presented to the UNA Board in November 2022, and subsequent conversations between UNA and Minivillage representatives took place in early 2023.

Together, both parties identified common goals of improving connectedness, well-being and resilience of local residents, including creating meaningful connections, learning opportunities and access to expanded resources.

Both parties identified the following opportunities for cross-promotions, exchanges, and collaborations:

### Website

- Minivillage will promote UNA activities in the Minivillage dashboard.
- The UNA will promote Minivillage events on the UNA events calendar.

### Newsletter

 Minivillage and the UNA will share and promote each organization's activities and events in their respective community newsletters.

### Content/Social Media

- Minivillage will share human interest stories and other content with the UNA.
- Minivillage will repost or reshare appropriate UNA content on Minivillage social media platforms.
- The UNA will repost or reshare appropriate Minivillage content on UNA social media platforms.

### **Spaces**

 The UNA will host Minivillage events in its facilities/community centres, provided that these events are free, open and beneficial to the UNA community and subject to room availability.

## Signage

- The UNA will hold Minivillage promotional materials in display racks at UNA community centres.
- Minivillage will share UNA promotional materials during Minivillage events.

#### Other

- The UNA and Minivillage will share and cross-promote volunteer opportunities and speaker/resource persons.
- The UNA and Minivillage will find promotional opportunities on each other's printed publications (e.g. advertising).

Should the partnership be established, both parties have agreed to comply with each other's organizational guidelines, and acknowledge that each may withdraw consent to any publication at their sole discretion given reasonable notice. All exchange of services listed above will be done in-kind and free of charge.

# **Financial Implications**

None

## **Operational Implications**

Some work for the Communications Manager will be required in creating the Partnership Agreement and further work will be required from the Communications Team for coordinating collaborations with Minivillage should the partnership be approved by the Board. Coordination with the Recreation Team will also be required for collaborations the involved community centre activities.

# **Strategic Objective**

**Creating Connections** 

### **Attachments**

None

### Concurrence

1. Dave Gillis, Recreation Manager

Respectfully submitted,

Glenda Ollero

**Communications Manager** 

Sundance Topham

Chief Administrative Officer



Report Date: March 14, 2023

Meeting Date: March 21, 2023

**From:** Sundance Topham, Chief Administrative Officer

**Subject:** Contingency Reserve Withdrawal – WCC Emergency Repairs

# **Background**

The Wesbrook Community Centre (WCC) was shut down before Christmas due to equipment failures and emergency repairs. The total cost of the unbudgeted repairs was \$23,929.

The UNA Contingency Reserve is meant to pay for unexpected or unbudgeted repairs and expenses which require immediate action. Although the language for the withdrawal of funds in the existing Neighbourhood Fund Reserve Policy does not match the current governance structure, it is anticipated that UBC concurrence for the withdrawal can still take place through an alternate method.

This report recommends the use of the UNA Contingency Reserve to reimburse the UNA for costs spent dealing with the equipment failures and emergency repairs at the WCC.

## **Decision Requested**

THAT the Board approve the use of the UNA Contingency Reserve to reimburse the UNA for the \$23,929 spent on emergency repairs and expenses at the Wesbrook Community Centre in December 2022.

AND THAT staff receive confirmation in writing from UBC confirming support for the withdrawal and confirmation that the ground leases allow for the use of the funds.

## Discussion

## **Emergency Repairs**

The Wesbrook Community Centre was shut down between December 19 and December 27 due to Heating, ventilation, and air conditioning (HVAC) issues and winter weather conditions. Two key components of the Wesbrook Community Centre HVAC system, Air Handling Unit #2 (AHU 2) and Air Handling Unit #3 (AHU 3 shut down in a short sequence on December 19<sup>th</sup> Monday. These systems support the essential heating and air circulation function inside the facility. Wesbrook Community Centre was subsequently closed due to the lack of heating capacity.

AHU 3, which provides heating and air circulation function for the common space, office and classrooms, was subsequently repaired and resumed operation on December 22. While AHU 2, which supports heating and air circulation function in the Fitness Center, was subsequently repaired on December 29.

An exterior fire suppression sprinkler head at the entrance of Wesbrook Community Centre also broke after the big freeze on December 23<sup>rd</sup>. Vancouver Fire Service attended the site and met with the UNA Operations Manager. The fire monitoring system and fire suppression system were subsequently shut down to stop water gushing out of the broken sprinkler head. As a result of that, Wesbrook Community Center was under 24-hour Fire Watch program until the fire system was repaired. As the system broke down right before the winter holiday and our contracted fire system service provider did not have the necessary parts to do the repairs, and no local fire system part store was open due to the holidays, we needed to hire a security guard to provide onsite 24/7 fire watch service between December 23 to 27 until the fire system was repaired.

The total cost to resolve the issues was as follows:

Total	\$ 23,929	
Power Meter Study	\$ 2,598	Study to confirm source of issues
Fire Sprinkler Repair	\$ 5,608	Onsite repair work
Security	\$ 6,416	Firewatch attendant
VFD Unit	\$ 9,307	Replaced VFD (variable frequency drive) unit

Detailed supporting documentation will accompany any request for reimbursement.

## **UNA Contingency Reserve**

The UNA Contingency Reserve is part of the *Neighbourhood Fund Reserve Policy #05-13*. This policy (attached as Schedule A), is currently being reviewed as part of the Neighbours Agreement update process, and has the following purpose:

This is the subfund of the Neighbours' Fund comprised of a reserve of funds to pay for unexpected or unbudgeted repairs and expenses which require immediate action.

The emergency repairs and associated expenses fall within the allowed use of the reserve as noted in its purpose.

The withdrawal process as outlined in the reserve is as follows:

The UNA Board must pass a resolution in open public session to withdraw funds from this Reserve. The agenda, report and proposed resolution must be

published one week in advance on the UNA website. The report will include recommendations to replenish the Reserve in a reasonable period of time. Withdrawals can be made by the UNA Board of Directors with the support of both UBC appointed directors.

This language is outdated as there are no longer UBC appointed Directors on the UNA Board, the UNA agenda submission timing has changed, and the inclusion of language requiring recommendations to replenish the reserve has been flagged (the review regarding reserve contribution amounts should not take place at every withdrawal, but systematically and in conjunction with other reserves).

In advance of writing this report staff discussed possible options for receiving UBC approval for the withdrawal with UBC Member Carole Jolly. It was determined that the best process would be for the UNA Board to first approve the use of the reserve funds for the intended purpose, with subsequent staff outreach to UBC to receive confirmation in writing confirming support for the withdrawal and confirming that the ground leases allow for the use of the funds as outlined in the UNA Contingency Reserve. The recommended motions reflect this conversation.

# **Financial Implications**

The UNA Contingency Reserve currently contains \$1,092,702 (balance as of March 31<sup>st</sup>, 2022). An annual contribution of 1.0% of the Neighbours' Fund Revenue is made to the Contingency Reserve to a maximum of \$1 M. The contributions to the reserve are being reviewed as part of the ongoing Neighbours Agreement review.

# **Operational Implications**

Receiving reimbursement from the UNA Contingency Reserve will require assistance from the Administrative, Finance and Operations Departments.

## Strategic Objective

Financial Sustainability

#### **Attachments**

1. Schedule A – Neighbourhood Fund Reserve Policy #05-13

#### Concurrence

1. Athena Koon, Finance Manager



2. Wegland Sit, Operations Manager

Respectfully submitted,

Sundance Topham

Chief Administrative Officer



SUBJECT: NEIGHBOURS FUND RESERVE POLICY – AMENDMENT #3		
CATEGORY: FINANCE	POLICY #: 05-13	

#### **POLICY STATEMENTS**

## **UNA Infrastructure Replacement Reserve Policy**

#### **Purpose of Reserve Fund**

This is the subfund of the Neighbours' Fund comprised of a reserve of funds to pay for the cost of repairing or replacing the municipal-like infrastructure required to service the Designated Local Areas. Municipal-like infrastructure includes utilities (water and sewer), outdoor lighting, specified roads, paths and walkways.

The Infrastructure Replacement Reserve was established to ensure continued operation of infrastructure in the Designated Local Areas through providing secure funding for replacing component parts or assets that periodically wear out or reach the end of their useful life. These expenditures are not typically included in operating budgets as they involve significant capital expenditures.

#### **Annual Contribution**

An annual contribution of 2.4% of the Neighbours' Fund Revenue will be made to the Infrastructure Replacement Reserve. Any interest accumulated will be included with the Reserve but is in addition to the annual contribution requirement.

#### **Maximum Value**

Once the value of this fund reaches \$10 Million, the UNA Board will review the adequacy of this funding level and propose a maximum value for approval by the UBC Board of Governors. The minimum value will never be less than \$500,000.

#### **Mechanism for Withdrawal**

The UNA Board must pass a resolution in open public session to withdraw funds from this Reserve. The agenda, report and proposed resolution must be published one week in advance on the UNA website. The report will include recommendations to replenish the Reserve in a reasonable period of time. Withdrawals less than \$1,500,000 can be approved by the UNA Board of Directors with the support of both UBC appointed directors. Withdrawals in excess of \$1,500,000 must go to the UBC Board for approval.



#### Reporting

The UNA will review the annual provision and the Reserve balance to ensure the provision continues to meet the funding requirements. This review will be conducted as part of the UNA's annual budget process. Findings will be reported annually to the UNA Board.

## **UNA Capital Replacement Reserve Policy**

## **Purpose of Reserve Fund**

This is the subfund of the Neighbours' Fund comprised of a reserve of funds to pay for the cost of repairing and replacing facilities and amenities. Facilities include the physical aspects of the UNA community centres in the Designated Local Areas. Amenities include playgrounds and equipment in the Designated Local Areas.

The Capital Replacement Reserve was established to replace major items that periodically wear out so that the facility or amenity continues to be functional over its useful life. These funds are not intended to replace a facility or amenity in its entirety as it reaches the end of its useful life.

#### **Annual Contribution**

An annual contribution of 1.2% of the Neighbours' Fund Revenue will be made to the Capital Replacement Reserve. Any interest accumulated will be included with the Reserve but is in addition to the annual contribution requirement.

#### **Maximum Value**

Once the value of this fund reaches \$5 Million, the UNA Board will review the adequacy of this funding level and propose a maximum value for approval by the UBC Board of Governors. The minimum value will never be less than \$250,000.

#### Mechanism for Withdrawal

The UNA Board must pass a resolution in open public session to withdraw funds from this Reserve. The agenda, report and proposed resolution must be published one week in advance on the UNA website. The report will include recommendations to replenish the Reserve in a reasonable period of time. Withdrawals less than \$1,500,000 can be approved by the UNA Board of Directors with the support of both UBC appointed directors. Withdrawals in excess of \$1,500,000 must go to the UBC Board for approval.



#### Reporting

The UNA will review the annual provision and the Reserve balance to ensure the provision continues to meet the funding requirements. This review will be conducted as part of the UNA's annual budget process. Findings will be reported annually to the UNA Board.

## **UNA Rate Stabilization Reserve Policy**

### **Purpose of Reserve Fund**

This is the subfund of the Neighbours' Fund comprised of a reserve of funds to be used in the event the amount of Services Levy collected by UBC is decreased due to a change in relative ratios between the municipal general and debt tax rate of the City of Vancouver levied on residential property as opposed to the provincial/rural service tax levied on residential property.

The Rate Stabilization Reserve was established to guard against changes in Vancouver's rates that are not sympathetic to the UNA's operating commitments.

#### **Annual Contribution**

An annual contribution of 1.0% of the Neighbours' Fund Revenue will be made to the Rate Stabilization Reserve. Any interest accumulated will be included with the Reserve.

#### **Maximum Value**

The maximum funding threshold limit is \$2 Million. If this maximum amount is reached, annual contributions can cease until a withdrawal is made, at which time annual contributions will resume. Any surpluses from the UNA's annual budget are deposited to this Reserve.

#### **Mechanism for Withdrawal**

The UNA Board must pass a resolution in open public session to utilize funds from this Reserve as a source of income for a proposed annual budget. The agenda, report and proposed resolution must be published one week in advance on the UNA website. The report will include recommendations to replenish the Reserve in a reasonable period of time. The use of funds in this Reserve for that purpose must be approved by the UNA Board of Directors with the support of both UBC appointed directors.

## Reporting

The UNA will review the annual provision and the Reserve balance to ensure the provision continues to meet the funding requirements. This review will be conducted as part of the UNA's annual budget process. Findings will be reported annually to the UNA Board.



#### **UNA Access Reserve Policy**

## **Purpose of Reserve Fund**

This is the subfund of the Neighbours' Fund comprised of a reserve of funds to make annual contributions to UBC for the operating costs of the facilities to which the UNA has obtained access pursuant to schedule "F" of the Neighbours' Agreement, provided that such annual contributions will be drawn only to the extent that the annual contributions agreed upon in schedule "F" exceed 15% of the amount of the Neighbourhood Levy collected by UBC in respect of that year.

#### **Annual contribution**

There was a one-time provision of \$1 Million to this Reserve. Additional funds will not be added on an annual basis beyond interest accumulated in this Reserve.

#### Maximum value

There is no maximum funding threshold for this Reserve as funds are not being replenished or added.

#### Mechanism for Withdrawal

The UNA Board must pass a resolution in open public session to utilize funds from this Reserve as a source of income for a proposed annual budget. The agenda, report and proposed resolution must be published one week in advance on the UNA website. The use of funds in this Reserve for that purpose must be approved by the UNA Board of Directors with the support of both UBC appointed directors.

## Reporting

The UNA will review the Reserve balance annually. This review will be conducted as part of the UNA's annual budget process. Findings will be reported annually to the UNA Board.

#### **UNA Contingency Reserve Policy**

## **Purpose of Reserve Fund**

This is the subfund of the Neighbours' Fund comprised of a reserve of funds to pay for unexpected or unbudgeted repairs and expenses which require immediate action.

#### **Annual contribution**

An annual contribution of 1.0% of the Neighbours' Fund Revenue will be made to the Contingency Reserve. Any interest accumulated will be included with the Reserve.



#### Maximum value

The maximum funding threshold limit is \$1 Million. If this maximum amount is reached, annual contributions can cease until a withdrawal is made, at which time annual contributions will resume.

#### Mechanism for Withdrawal

The UNA Board must pass a resolution in open public session to withdraw funds from this Reserve. The agenda, report and proposed resolution must be published one week in advance on the UNA website. The report will include recommendations to replenish the Reserve in a reasonable period of time. Withdrawals can be made by the UNA Board of Directors with the support of both UBC appointed directors.

## Reporting

The UNA will review the annual provision and the Reserve balance to ensure the provision continues to meet the funding requirements. This review will be conducted as part of the UNA's annual budget process. Findings will be reported annually to the UNA Board.

#### **RELATED POLICIES**

Policy #05-07 Neighbours Fund Reserve Policy
Policy #05-09 Neighbours Fund Reserve Policy - Amendment #1
Policy #05-10 Neighbours Fund Reserve Policy - Amendment #2

#### **APPROVAL HISTORY**

ISSUED BY: Board of Directors	APPROVED BY: Board of Directors	DATE: 2008/04/08
AMENDED BY: Finance Committee	APPROVED BY: Board of Directors	DATE: 2009/10/13
AMENDED BY: Finance Committee	APPROVED BY: Board of Directors	DATE: 2010/12/14
AMENDED BY: Finance Committee	APPROVED BY: Board of Directors	DATE: 2010/12/14



Report Date: March 14, 2023

Meeting Date: March 21, 2023

From: Wegland Sit, Operations Manager

**Subject:** Commissionaires BC Services Agreement Renewal 2023-24

# **Background**

In 2014 the Ministry of Transportation and Infrastructure (MoTI) transferred the maintenance and operations of the interim parking regulations to the UNA. As per the authorization in the transfer agreement - the UNA contracts with BC Commissionaires to provide parking enforcement within the UNA, under the authority of MOTI. The UNA office continues to be responsible for issuing and the administration of parking permits. The Commissionaires BC agreement is up for renewal and the updated agreement is attached to this report.

# **Decision Requested**

THAT the Board approve the attached 2023 – 2024 Commissioners BC Services Agreement and authorize the Chair to execute the agreement.

### **Discussion**

Commissionaires BC has provided parking invigilation services for the residential neighbourhoods in the UNA since 2012. Commissionaires BC invigilators provide seven day a week invigilation services in Chancellor, Hawthorn, Wesbrook and East Campus, to ensure adequate and consistent parking enforcement level across all UNA areas.

Commissionaires BC provides the following parking invigilation services:

- 1. Foot and vehicle patrols in UNA all areas.
- 2. Parking enforcement and issue of towing notices to vehicles.
- 3. Supporting documentation of parking offences and collect evidence related to parking offences.
- 4. Submits and coordinates towing service requests.

Commissionaires BC submitted a contract renewal in March 2023. This new 2023-2024 services agreement represents an estimate 5.6% increase in overall costs. The increase reflects the overall increases in hiring costs.



The agreement has updated insurance and indemnification language that meets the UNA requirements.

The UNA Delegation of Authority corporate policy identifies contracts that exceed \$100,000 are subject to the UNA Board's approval.

## **Financial Implications**

Based on the current invigilation service level, at seven days a week (excluding any statutory holidays). The estimate costs for this renewal agreement is \$120,000 for the period of April 1, 2023 to March 31, 2024.

The renewal is an ongoing budgeted item that is fully budgeted under the Operations department.

## **Operational Implications**

The UNA Operations department manages the maintenance and operations of the UNA interim parking regulations. The UNA Parking Service Desk at Wesbrook Community Centre provides administration and issues parking permits and visitor passes to UNA residents.

The Commissionaires BC provides a key invigilation function for UNA's day to day parking operations.

# Strategic Objective

None

#### **Attachments**

1. Commissionaires BC Services Agreement 2023-24

### Concurrence

1. Athena Koon, Finance Manager



Respectfully submitted,

Wegland Sit

Operations Manager

Sundance Topham

Chief Administrative Officer



THIS A	AGREEMENT made as of the	day of	20
BETW	EEN		
	UNIVERSITY NEIGHBOURHOO 202-5923 Berton Avenue Vancouver, BC V6K 1Y5	DS ASSOCIATION	(the "Association")
AND	THE BRITISH COLUMBIA CORI 600-595 Howe Street Vancouver, BC V6C 2T5	PS OF COMMISSIONAIRES	(the "Contractor")

accordance with any additional instructions that may be provided by the Association from time to time, all in accordance with the terms and conditions set forth in this Agreement.

In consideration of the payment of the Fee (as hereinafter defined), the Contractor agrees to perform and execute the works and services set out in Schedule A hereto (the "Work"), and in

Work: The Contractor will provide the Association with parking invigilation services, as more particularly set out in Schedule A.

Payment: In consideration for the performance of the Work, the Association shall pay the

Contractor the remuneration set out in Schedule B (the "Fee"), all in accordance

with the terms and conditions contained in Schedule B.

## **Term of Agreement**

1. The Association hereby agrees to engage the Contractor to perform and provide the Work on the terms and conditions more particularly set out in this Agreement for the period commencing on April 01, 2023, and continuing until March 31, 2024 (the "**Term**"), subject to earlier termination in accordance with Section 30 and Section 31 hereof.

#### Fees and Invoicing

2. The Contractor will only charge the Fee to the Association as full and final remuneration for the performance of the Work as set out in Schedule A and Schedule B.

## **Contractor Responsibilities**

- 3. The Contractor will:
  - a. diligently perform the Work to the standards required in this Agreement, with the requisite care, skill and diligence that would be exercised by a first class contractor providing comparable services in the location and at the time in which the Work is provided, all to the satisfaction of the Association, in its sole discretion, and all in accordance with any and all plans and specifications approved by the Association in



relation to the Work, including, but not limited to, those contained in Schedule A hereto;

- b. pay all fees, wages, taxes and insurance coverage, including, but not limited to, medical insurance coverage, and all other statutory deductions, compensation, remuneration and benefits of its employees engaged to perform the Work;
- c. ensure that each employee or subcontractor of the Contractor is either: (i) wearing a standard uniform identifying the individual as an employee or subcontractor of the Contractor (which uniform shall be acceptable to the Association, acting reasonably); or (ii) easily and clearly identifiable as an employee or subcontractor of the Contractor (as determined by the Association, acting reasonably);
- d. keep regular and accurate records of all activities, hours spent, and expenses incurred by it in carrying out the Work, and provide a written statement to the Association of the hours spent and expenses incurred by it in providing the Work for the purposes of invoicing the Association;
- e. comply with all applicable federal, provincial, territorial, municipal and local statutes, rules of law, ordinances, codes, rules, regulations and regulatory orders in effect at the time the Work is performed, including, but not limited to, the rules and regulations of the Association and the University of British Columbia, applicable privacy legislation, and all employment-related laws and regulations applicable to the Contractor's employees;
- f. comply with all confidentiality obligations contained herein, and with the Association's applicable written policies, procedures, rules and regulations, as they are established and amended from time to time:
- g. obtain and maintain, at the Contractor's own expense, applicable workers compensation coverage for its employees for the duration of the Term;
- h. work with the Association's personnel, other contractors, advisors, agents or representatives as may be reasonably required or requested by the Association to perform the Work;
- i. ensure that the provision of the Work does not involve the breach of any agreement or obligation of the Contractor or any of its employees;
- j. supply all the tools, equipment, expertise, labour and materials necessary to complete the Work to the extent required hereunder;
- k. acquire and maintain, on a timely, diligent and prudent basis, any and all permits or licences required to undertake and complete the Work; and
- I. take all reasonable steps to ensure that each of its directors, officers, employees, sub-contractors and agents comply with the obligations set out in this Section 4.
- 4. Any direction given by the Association with respect to the performance of the Work or any review or approval by the Association with respect to any Work or any product of the Work shall not relieve the Contractor from its responsibilities, obligations or liabilities set out in this Agreement.

## **Independent Contractor**



- 5. The Contractor acknowledges and agrees that it is an independent contractor entering into an arm's-length contract for the Work, and that neither the Contractor, nor any of its directors, officers, employees or sub-contractors are employees, agents or servants of the Association, and that this Agreement shall not constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent or any other relationship apart from that expressly stated in this Agreement.
- 6. The Contractor will not in any manner whatsoever commit or purport to commit the Association to the payment of any money to any person, firm or corporation.
- 7. The Contractor shall retain full control over the employment, compensation and discharge of all employees assisting in the performance of its obligations under this Agreement.

## Work, Materials and Warranties

- 8. The Contractor shall not subcontract any part of the Work without obtaining the prior written consent of the Association, in its sole discretion.
- 9. The Contractor warrants that the Work, and all goods, materials, equipment and/or services supplied by the Contractor to the Association will be in full conformity with the specifications attached hereto as Schedule A.
- 10. The Association shall, by giving written notice to the Contractor, be entitled to request changes in and additions or deletions to the Work without invalidating this Agreement. Subject to the forgoing this Agreement may not be amended in any manner unless an amendment is executed by both the Association and the Contractor.
- 11. The Contractor warrants and covenants that the work performed and the materials furnished and used in the production of the Work will have been paid for and will be free and clear from all lawful claims or liens under any law for labour, workmanship, material or otherwise.
- 12. The Contractor represents and warrants that each of its employees and/or subcontractors is qualified, skilled and competent for the performance of the Work.
- 13. If applicable, as determined by the Association, the Contractor will supply the Association with written warrantees or guarantees for labour and/or materials that will be supplied at the completion of the Work.

## Confidentiality

14. All confidential information relating to the Association, its practices, operations and employees received or gleaned by the Contractor, its directors, officers, employees or subcontractors in the course of undertaking the Work shall be treated as secret and strictly confidential and shall not be disclosed by the Contractor, its directors, officers, employees or sub-contractors to anyone without the express written approval of the Association.

## **Timelines**

- 15. For all requests made by the Association pursuant to this Agreement, time shall be of the essence.
- 16. The Contractor covenants and agrees to perform the Work within the time limits specified in the project schedule attached hereto as Schedule A, or if no time limit is specified for the



Work or for a particular component of the Work, the Contractor will perform the Work promptly to the satisfaction of the Association, in its sole discretion.

17. Unless otherwise specified in the Schedules hereto, the Contractor shall perform the Work during the hours established by the Association from time to time, acting reasonably.

## **Inspection and Ownership**

- 18. The Work will be subject to inspection, and in case any of the services are not in conformity with the requirements of this Agreement or the Contractors' warranty (expressed or implied), the Association shall have the right either to reject such Work or to require correction, which the Contractor covenants to promptly rectify to the satisfaction of the Association, in its sole discretion.
- 19. All Work, including, but not limited to, all associated materials, plans, programs, and documents produced by the Contractor and included in the Work as a result of this Agreement will be the sole and exclusive property of the Association upon the completion of the Work, and may be used by the Association for their own purposes and by all other persons so permitted by the Association, in each case without any further obligation to the Contractor.

## Release, Indemnity and Liability

- 20. The Contractor agrees to indemnify, defend and save harmless the Association, its employees, officers, directors, affiliates, representatives, agents, and their respective successors and assigns (collectively, the "Association Parties") from and against any and all losses, claims, damages, demands, fees (including legal fees and expenses on an indemnity basis), actions and causes of action, liability or judgement including those that the Association or the Association Parties 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 the acts, errors, or omissions, including the negligent acts or omissions, of the Contractor or those for whom the Contractor is responsible, including, but not limited to, its subcontractors, servants, agents and employees (collectively, the "Contractor Parties"). The Contractor acknowledges and agrees that the foregoing obligations of the Contractor to indemnify the Association and the Association Parties will survive and continue notwithstanding the termination or expiration of this Agreement.
- 21. The Contractor agrees to release the Association and the Association Parties from and against any and all losses, claims, damages, demands, fees (including legal fees and expenses on an indemnity basis), actions and causes of action which the Association may sustain, pay or incur as a result of, or in connection with:
  - a. any breach, violation, non-observance or non-performance by the Contractor or the Contractor Parties of any covenant, agreement, provision or condition of this Agreement to be performed or observed by the Contractor or the Contractor Parties; and
  - b. any damage or injury done to the Association's property by the Contractor or the Contractor Parties or any person who may be in or upon the Association's property with the consent of the Contractor or the Contractor Parties, and the Association and the Association Parties shall not be liable or responsible in any way for, and the



Contractor hereby waives all claims against the Association or the Association Parties, with respect to, or arising out of, any death or injury of any nature whatsoever that may be suffered or sustained by the Contractor or the Contractor Parties or by any employee, licensee, invitee, guest or customer of either of the Contractor or the Contractor Parties Service from any causes whatsoever.

and the Contractor acknowledges and agrees that the foregoing obligations of the Contractor to release the Association and the Association Parties will survive and continue notwithstanding the termination or expiration of this Agreement.

- 22. The Contractor acknowledges and agrees that it will be liable to the Association for all losses, costs, damages and expenses whatsoever which the Association or the Association Parties may sustain, pay or incur as a result of, or in connection with:
  - a. any breach, violation, non-observance or non-performance by the Contractor or the Contractor Parties of any covenant, agreement, provision or condition of this Agreement to be performed or observed by the Contractor or the Contractor Parties; and
  - b. any damage or injury done to the Association's or the University of British Columbia's property by the Contractor or the Contractor Parties or any person who may be in or upon the Association's or the University of British Columbia's property with the consent of the Contractor or the Contractor Parties.
- 23. The Association, the Association Parties and the University of British Columbia shall not be liable or responsible in any way for, and the Contractor hereby waives all claims against the Association, the Association Parties and the University of British Columbia with respect to, or arising out of, any death or injury of any nature whatsoever that may be suffered or sustained by the Contractor, the Contractor Parties, or by any employee, licensee, invitee, quest, agent or customer of the Contractor or the Contractor Parties from any causes whatsoever.
- 24. The Contractor covenants and agrees to accept exclusive liability for any failure by the Contractor or any employee or subcontractor to comply with all applicable laws, including without limitation:
  - a. the deduction and remissions of all statutory deductions including income tax, Canada Pension Plan and Employment Insurance in respect of all amounts paid to the Contractor under this Agreement and in respect of any employee or subcontractor retained by the Contractor to perform the Work; and
  - b. laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on fees paid to the Contractor under this Agreement.
- 25. The Contractor will indemnify and hold harmless the Association and the Association Parties from and against any claim (whether for taxes, penalties, withholding of funds or otherwise) by the Canada Revenue Agency, the Employment Insurance Commission, the Canada Pension Commission, WorkSafe BC, the British Columbia Employment Standards Branch or any other governmental or quasi governmental agency with respect to any amount found to be payable by the Association or the Association Parties to such agency or commission in respect of the Work, including any legal fees incurred by the Association and the



Association Parties (on an indemnity basis) with respect to any such claim. The Association will not withhold or make payments for social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on the Contractor's behalf. The Contractor agrees to provide proof of payment of appropriate taxes on any fees paid to the Contractor under this Agreement upon request from the Association.

26. The Contractor acknowledges and agrees that the foregoing Release, Indemnity and Liability provisions shall survive the termination or expiry of this Agreement.

## **Insurance and WorkSafe Compliance**

- 27. The Contractor shall secure and provide:
  - a. Workers Compensation Insurance for itself and/or any of its employees who will be providing Work under this Agreement;
  - b. Automobile Liability Insurance, including owned, hired and non-owned coverage in the amount of \$2,000,000.00 per occurrence;
  - c. Comprehensive General Liability Insurance with limits of not less than \$5,000,000.00 per occurrence, insuring against third party bodily injury, death, personal injury, property damage and liability assumed under this Agreement; and
  - d. Professional liability (errors and omissions) insurance with limits of not less than \$2,000,000.00 per claim.
- 28. The insurance required under this Agreement and described in Section 27 will:
  - a. be in a form satisfactory to the Association and with insurers licensed in British Columbia;
  - b. be provided to the Association upon issuance, and in any event prior to the commencement of any Work, and also upon any subsequent renewal or modification,
  - c. add the Association as an additional insured;
  - d. be endorsed to provide the Association with thirty (30) days advance written notice of any cancellation, expiration or material change
  - e. be primary and non-contributory, and not require the sharing of any loss by any coverage provider and/or insurer of the Association; and
  - f. provide that the insurer shall not have any right of subrogation against the Association or the Association Parties on account of any loss or damage covered by such insurance or on account of payments made to discharge claims against or liabilities of the Association or the Association Parties, the Contractor, the Contractor Parties or any employee and/or subcontractor of the Contractor or the Contractor Parties covered by such insurance.
- 29. The Contractor covenants and agrees to comply with the Workers Compensation Act (British Columbia) (the "WCA") and all associated regulations, and, for the purposes of undertaking the Work, the Contractor acknowledges and agrees that it is deemed to be, and is hereby designated and appointed by the Association as, the "Prime Contractor" as that term is



defined in section 118 of the WCA for the purposes of the WCA and related regulations, including the Occupational Health and Safety Regulation (the "**OHS Regulation**"), and the requirements and regulations of WorkSafeBC, and the Consultant will in that capacity strictly comply with all requirements applicable to that designation, including, without limitation, those set forth in Division 3 of Part 3 of the WCA and in sections 20.2 and 20.3 of the OHS Regulation, as they may be amended from time to time.

#### **Breach of Contract and Termination**

- 30. In the event that the Contractor, at any time during the Term, does not comply with the provisions, terms and conditions of this Agreement to the satisfaction of the Association, the Association will be permitted to immediately terminate this Agreement by providing written notice to the Contractor ("**Termination Notice**"), and upon the provision of the Termination Notice to the Contractor, the Contractor will, if requested by the Association, immediately cease undertaking the Work, or will cease undertaking the Work on such date as stipulated by the Association in the Termination Notice.
- 31. The Association may, in its sole discretion, terminate this Agreement at any time upon seven (7) days prior written notice of termination to the Contractor.
- 32. The Association may require that the Contractor immediately remove an employee or subcontractor of the Contractor from the performance of the Work, if, in the Association's opinion, acting reasonably, the Contractor or any employee or subcontractor is careless, incompetent, unqualified, unsuitable or otherwise undesirable to perform the Work. The Contractor shall comply promptly with any such request to the Association's satisfaction.
- 33. Upon termination of this Agreement, the Contractor will be paid in accordance with Section 2 and Schedule B of this Agreement for all work performed up to the effective date of termination. Unless otherwise stipulated herein, all obligations of the Association to the Contractor will terminate upon the termination or expiry of this Agreement and the Contractor will deliver all Work owed to the Association pursuant to the terms of this Agreement in the possession of the Contractor.

#### **Notices**

Any notice or other communication to be given by either party to the other party under this Agreement shall be in writing and shall be deemed to have been well and sufficiently given if sent by email to, or delivered at the address of the other party hereinafter set forth:

If to the Association:

202- 5923 Berton Avenue, Vancouver, BC V6K 1Y5 Attn: Sundance Topham

Email: sundance.topham@myuna.ca

Phone: 604-827-5317



#### If to the Contractor:

600-595 Howe Street Vancouver, BC V6C 2T5

Attn: Tyler Green

Email: tgreen@commbc.ca Phone: 778-689-4698

or at such substitute address as the other party may from time to time direct in writing, and any such notice or other communication shall be deemed to have been received on the first business day following transmission or delivery, provided that if at the time of giving such notice there is in effect any industrial dispute, natural disaster or other event which may delay the receipt of such notice or other communication, the same shall only be effective if actually delivered or received.

## **Governing Law**

34. The validity and interpretation of this Agreement and the legal relations of the parties shall be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.

## **Dispute Resolution**

35. The Association and the Contractor shall make all reasonable efforts to resolve any dispute arising in relation to this Agreement and the Work between them by amicable negotiations and agree to provide to the other, on a "without prejudice" basis the relevant facts, information, and documents to facilitate such negotiations. If the Contractor and the Association are not able to negotiate a resolution as to the dispute the parties may agree to submit the dispute to mediation. If the Association and the Contractor are unable to resolve any dispute by way of negotiation or mediation, then either party may refer the matter to arbitration in which case an arbitration will take place at the British Columbia International Commercial Arbitration Centre ("BCICAC"), in accordance with BCICAC Rules then in effect, which arbitration shall be governed by the Commercial Arbitration Act RSBC 1996, c.55. Where any such dispute is brought to arbitration, the decision of the arbitrator shall be final and binding upon both the Association and the Contractor. Each party shall bear its own costs and attorney fees with respect to any such arbitration, and the cost of the arbitration shall be split evenly between the parties.

#### **No Waiver**

36. No failure by either party to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, and no waiver of any breach shall constitute a waiver of any other or subsequent term, condition, instruction, breach, right or privilege.

## **Validity**

37. In the event that any provision contained in this Agreement is held to be void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law; however, in such



event the parties agree to negotiate in good faith to reach an equitable agreement concerning the subject matter of the void or unenforceable provisions that shall reflect the intent of the parties as set forth in this Agreement.

#### **Monies**

38. All monies to be paid hereunder shall be paid in lawful money of Canada.

#### Interpretation

39. As used in this Agreement, the masculine gender shall include the feminine or neuter gender, and the plural shall include the singular wherever appropriate.

#### Costs

40. Except as provided in this Agreement, each party shall perform its obligations under this Agreement at its own cost and expense.

## No Third Party Beneficiaries

41. Nothing in this Agreement shall entitle any person other than the Association and the Contractor to any claim, cause of action, remedy or other rights of any kind in respect of the subject matter hereof.

## **Assignment**

42. The Contractor shall not assign the whole or any part of this Agreement without the Association's prior written consent, which consent may be given or withheld in the sole discretion of the Association.

## Counterparts

43. This Agreement may be executed by the parties in any number of counterparts and may be executed and delivered originally or by electronic transmission in Portable Document Form ("PDF") and each such original or PDF copy, which so executed and delivered, shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

#### Headings

44. Headings used in this Agreement are for reference purposes only and are not to be used to interpret this Agreement.

#### **Enurement**

45. This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

## **Entire Agreement**

46. This Agreement, including the schedules hereto, sets forth the full and complete understanding of the parties as of the date written above and supersedes any and all agreements and representations made or dated prior hereto.



IN WITNESS WHEREOF the parties hereto have executed this Agreement as evidenced by the signatures of their duly authorized signatories effective as of the day and year first above written.

UNIVERSITY NEIGHBOURHOODS ASSOCIATION
Richard Watson, Chair
THE BRITISH COLUMBIA CORPS OF COMMISSIONAIRES



Schedule A:

**WORK** 

[See attached]



## **Description of Services**

- Commissionaires BC will provide the Client with parking invigilation services at UBC. Invigilation will be limited to those areas of identified designated public roads in the various neighbourhoods of UBC campus including Hawthorn, Wesbrook, Hampton, East Campus and Chancellor. Post Orders will be referenced, updated and followed accordingly based on site requirements; Post Orders are subject to change based on agreement between the Client and Commissionaires BC and will be reviewed annually with the Client.
- 2. Commissionaires BC will provide the Client parking invigilation services for a minimum of **60 hours** per week, with the days and shifts being mutually agreed to by both parties. One commissionaire and one vehicle will be designated per shift. Service includes a designated Site Supervisor working **44 hours** per week, with **4** of those hours being billed at Overtime Level 1.
- 3. Commissionaires BC will supply a vehicle necessarily for the patrolling of the applicable neighbourhoods, and will bear all costs associated with the vehicle including lease costs, fuel, and insurance. Commissionaires BC will also supply a cell phone for communication requirements.
- 4. It is mutually agreed that any increase or decrease to service levels over the current service levels will be discussed by all parties to ensure that there are adequate resources to meet the increased demand for service.
- 5. The selected commissionaires shall have a valid BC Driver's license.
- 6. Commissionaires BC will provide documentation of Parking Violation Warnings and Tickets, and photos supporting the validity of tows.
- 7. New staff on site will undergo on-site training, job shadowing as well as a portion of their training will be supervised by operations management to ensure that operations and protocols specific to the Client are maintained.
- 8. In the event of a dispute, a towing appeals committee consisting of the UNA, Commissionaires BC, and the towing company will review the validity of dispute applications. This committee will approve or deny dispute applications based on the evidence and information submitted by Commissionaires BC. If disputes are determined to be valid. The committee will then decide which party will be responsible for the reimbursement of the invalid tow.



#### Schedule B:

#### REMUNERATION AND PAYMENT

#### A. Remuneration

#### 1. Fees

## As per the attached

Notwithstanding anything to the contrary, any increase in the rates requires the Association's prior written consent.

# 2. <u>GST</u>

Goods and Services Tax ("**GST**") is not included in the above hourly rates. The Association shall pay GST to the Contractor on each payment referred to in Part B below.

The Contractor represents that its GST Registration No. is 121935936RT0001 Except for GST, the above fees include all taxes and duties of any kind.

## B. Payment

## 1. Invoices

The Contractor shall submit an invoice for the Work performed during the preceding 14 days to the Association biweekly each month during the Term, with GST shown separately on each invoice. Each invoice must be dated. Invoices shall be accompanied by a statement of hours expended by each employee or approved subcontractor of the Contractor at the applicable hourly rates, the dates upon which such hours were expended, and a detailed description of Work provided, along with all supporting invoices, information and other documentation requested by the Association.

In the event of significant revisions, changes in scope, or reasonably unforeseen additional works or services required outside the agreed scope contained in Schedule A, the Contractor will notify the Association in writing and provide a summary of projected additional fees and disbursements for such additional work or services for the Association's review and approval. Additional works or services, if authorized by the Association, will be undertaken on a time and materials basis at those rates quoted to the Association and upon the written authorization of the Association before commencement. All additional works or services will be performed in accordance with the terms of this Agreement, and the engagement of the Contractor for additional works or services will not limit the ability of the Association to terminate this Agreement, including, but not



limited to, for cause pursuant to Section 31 hereof.

2. If the Association determines that the amount properly due is less than the invoice amount, the Association shall promptly give notice thereof, with its reasons, to the Contractor. The Contractor shall not stop or delay performance of the Work pending resolution of any dispute.

## 3. <u>Date of Payment</u>

Payment of monthly invoices by the Association for Work that meets the standards set out in this Agreement shall be made within thirty (30) days after receipt by the Association.



ANNEX "B" University Neighbourhoods Association Contract Agreement April 01, 2023– March 31, 2024

# BILLING RATES April 01, 2023 – March 31, 2024

Position	Regular Hourly Rate	Overtime Level 1 (x1.5) Hourly Rate	Overtime Level 2 (x2) Hourly Rate	Statutory Holiday Hourly Rate
Bylaw Officer	\$36.99	\$55.49	\$73.98	\$55.49

<sup>\*</sup>Above rates are based on one commissionaire and one vehicle per shift

#### NOTES:

- A. The amount due will be invoiced biweekly each month. Applicable taxes will be added to the invoice total. Payment will be made by the Client to Commissionaires BC on a Net 30-day basis from date invoiced. Interest on overdue accounts will be payable at the rate of 2% compounded monthly.
- B. Commissionaires BC reserves the right to adjust the rate in consultation with the Client in the event of changes in Federal or Provincial legislation affecting wages and/or employee contributions.
- C. Commissionaires BC reserves the right to negotiate an adjustment in the billing rate if there are substantive changes to this Agreement or with respect to the services/duties that are being provided under the terms of this Agreement.
- D. Overtime is paid at 1.5 times the regular billing rate for the first 4 hours and double time thereafter.

Overtime shall not be payable by the Client unless the prior verbal approval of a person designated by the Client to approve overtime is first obtained as well as written documentation with confirmation from the Client; email is sufficient. Should the Client's designate be unavailable by phone, Commissionaires BC may proceed with the overtime but shall notify the Client as soon as is practical as to the attempts made to contact the Client's designate.

In the case of an emergency Commissionaires BC may proceed with the overtime but shall notify the Client as soon as is practical as to the nature of the emergency.

- E. Minimum callout is 4 hours, overtime rates may be applicable if call out is in addition to regular hours.
- F. Statutory Holidays are charged at 1.5 times the regular billing rate.
- G. Commissionaires BC reserves the right to negotiate an adjustment in the billing rate if fuel costs rise above \$2.00 per litre for longer than 60 days.
- H. Short notice requests, less than 48 hours' notice, are billed at Overtime Level 1 per guard. Overtime and statutory holiday rates apply to this short notice rate.



Report Date: March 14, 2023

Meeting Date: March 21, 2023

From: Athena Koon, Finance Manager

Subject: Neighbours' Fund Investment - Update

## **Background**

The UBC Neighbours' Fund (NF) has two term deposit investments which reached maturity in mid-February totalling \$3 Million and UBC Treasury is seeking direction from the UNA on how to move forward with the amount. In February a report was presented to the Board regarding this issue and the Board directed staff to undertake further inquiry to UBC Treasury before deciding the best option for the UNA to "invest" the \$3M available in the Neighbours' Fund, and to report back to the Board at the March Board meeting.

# **Decision Requested**

THAT the Board direct the Finance Manager to inform UBC Treasury to "invest" \$3M of the Neighbours' Fund for a three-year term.

#### Discussion

As mentioned at the February Board meeting, the NF term deposit held at UBC totals \$9M of which \$3M reached maturity in February (see below red font):

Terms	Started on	Amount Invested		Interest Rate	Maturity Date
3 years	Feb 15 2020	\$	2,000,000	1.70%	14-Feb-23
1 year	Feb 16 2022	\$	1,000,000	0.48%	15-Feb-23
2 years	Feb 16 2022	\$	1,000,000	0.95%	15-Feb-24
3 years	Mar 17 2021	\$	2,000,000	0.47%	16-Mar-24
3 years	Feb 16 2022	\$	3,000,000	1.47%	15-Feb-25

At the time of our February Board meeting, UBC Treasury offered the term deposit rate with details as following:



- A variable rate of prime (currently at 6.7%) less 2.45% which equaled 4.25%
- The variable rate will be applied until the new deposits reach their maturity.
- The variable rate is available for 1-year, 2-year, or 3-year term deposits.

Based on the discussion at the meeting, the Board asked for more information as follows:

- The reason behind why there is no fixed rate terms being offered by UBC Treasury. As you can refer to the above table, the other \$6M term deposits are currently being locked in for much lower rates when the interest rate in the financial market was not favorable. It seems unfair when the interest rates are now higher and fix rate term is not being offered.
- Another question pertained to the 2.45% rate subtracted from prime. The Board understood that the prime rate portion is variable, but it is unclear if the 2.45% is a fix reduction factor or is a variable percentage instead.

With help from Holly Shepherd, UBC Treasury has confirmed the latest rates for term deposit with details as following:

- Fixed term deposit rate at 4.5%
- Options for the fixed term are either 2-year or 3-year.

Please also see below some of the GIC rates for your references from a few major banks in Canada:

Bank	2-year term*	3-year term*
RBC	4.50%	4.40%
TD Bank	4.35%	3.75%
Bank of Montreal	4.00%	3.75%
CIBC	4.00%	3.75%
Scotiabank	4.55%	4.21%

<sup>\*</sup>Information is from bank's website and can be time sensitive

Since the latest rate offered by UBC Treasury is comparable to the market and the terms available also match well with the "investment" strategy regarding to the maturity timing of the current NF term deposits, which is every year will have \$3M total reaches maturity in the next three years. It makes sense for the UNA to inform UBC Treasury to "invest" \$3M of the NF money for 3-years.

# **Financial Implications**

Any increase in interest revenue helps the UNA bottom line.

# **Operational Implications**

None

# **Strategic Objective**

None

## **Attachments**

None

# Concurrence

None

Respectfully submitted,

Athena Koon

Finance Manager

Sundance Topham

Chief Administrative Officer

#### **UNA BOARD MEETING**

March 21, 2023



To: Board of Directors

From: Neighbours Agreement Committee

**Date**: March 15, 2023

**Re**: Committee Activities

#### Introduction

This is a report on the activities of the Neighbours Agreement Committee (the "NA Committee") since the committee's February 11, 2023 report to the Board.

The members of the Committee are Mike Feeley, Bill Holmes (Chair), Murray McCutcheon, and Terry Mullen. Sundance Topham works with the Committee.

The Terms of Reference for the Committee provide that the Committee's purposes are

- to prepare amendments to Neighbours Agreement 2020 for recommendation to the UNA Board;
   and
- to meet with UBC representatives to discuss amendments proposed by the Committee or by UBC.

Agreement on amendments reached by the NA Committee and UBC representatives is not binding on the UNA or UBC. The amended and restated Neighbours Agreement that results from this process will be subject to UNA and UBC Board approval.

## Meeting with UBC - February 15

The NA Committee met with UBC representatives on February 15 for one hour to discuss several items, the principal one being proposed Schedule F to the Neighbours Agreement. That schedule deals, among other things, with the use of UBC recreation facilities by UBC neighbourhood residents, programming provided by UBC for the benefit of residents, and the amounts that UBC is entitled to withdraw from the Neighbours Fund as the contribution of residents towards the operating costs of the facilities.

The only outstanding matter in the negotiations over Schedule F concerns two aspects of the formula for determining the contribution of residents (via the Neighbours Fund) towards the operating costs of UBC's recreation facilities. After extensive discussion, the parties were still unable to reach agreement.

The next item discussed was the draft of Schedule F.1 sent to UBC (and to Board members) on January 27. That schedule provides residents with free access to certain UBC cultural facilities and discounts in the shops of these facilities, and it specifies the amounts (i.e., residents contributions) that UBC is entitled to withdraw from the Neighbours Fund for providing these benefits. UBC will make a counterproposal for the contributions that will include an inflation adjustment.

There was brief discussion of other items, including the body of the Neighbours Agreement (the agreement other than the schedules). The committee sent a memorandum to UBC on February 12 listing issues flagged in the November 29 meeting for further consideration by UBC, in some instances in conjunction with Sundance Topham. Work is proceeding on those issues.

#### **NA Committee Meeting – February 23**

The NA Committee met on February 23 to discuss two items. The first was a draft of Schedule E to the Neighbours Agreement. That schedule sets out the terms that will govern three reserves in the Neighbours Fund. At present, the terms for these reserves<sup>1</sup> are contained in the Neighbours Fund Reserve Policy of the Board (which was approved by the UBC Board of Governors).

The committee agreed to the draft. Following the meeting, the draft was sent to UBC.

The second item discussed was the committee's position on the formula for determining amounts that UBC is entitled to withdraw from the Neighbours Fund as the contribution of residents towards the operating costs of UBC recreation facilities. As noted above, this is the only outstanding matter to be resolved in the negotiations over Schedule F to the Neighbours Agreement.

#### Meeting with UBC - March 2

The NA Committee had a half-hour meeting by Zoom with UBC representatives on March 2. UBC made a further proposal for the formula for determining the contribution of residents (via the Neighbours Fund) towards the operating costs of UBC's recreation facilities. The committee rejected the proposal as it does not meet the committee's position half-way.

UBC stated that they are basically in agreement with proposed Schedule F.1, except for the proposed contributions from the Neighbours Fund. They reiterated their position in the February 15 meeting that they will make a counterproposal for the contributions that will include an inflation adjustment.

The last item discussed concerned the memorandum from the NA Committee regarding the funding of water and sewer infrastructure repairs and replacement from one of the Neighbours Fund reserves. The committee sent that memorandum to UBC (and to Board members) on January 25. UBC will prepare a written response, which they indicated will take some time.

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<sup>&</sup>lt;sup>1</sup> There are currently four reserves. In connection with the adoption of Schedule E, it is proposed that two of the reserves be combined.