



## **AGENDA**

### **A. CALL TO ORDER**

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

1. **Motion:** *THAT the Board approve the March 12, 2024 agenda, as circulated.*

### **C. APPROVAL OF MINUTES**

1. **Motion:** *THAT the Board approve the February 20, 2024 minutes, as circulated.* 1

### **D. DELEGATIONS**

None.

### **E. EXTERNAL 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 Director Monthly Report – Jen McCutcheon, Electoral Area A Director

### **F. REPORTS**

1. March 2024 Management Report 7
2. BC Corps of Commissionaires Agreement Renewal – Wegland Sit, Operations Manager 21

Relevant Attachments:

- 2024-25 BC Corps of Commissionaires Agreement 24

**Recommendation:**

*THAT the Board approve the 2024-25 BC Corps of Commissionaires Agreement and authorize the Chair to execute the agreement, as circulated.*

3. UBC Withdrawal from Neighbours Fund – Director Holmes and Athena Koon, Finance Manager 39

**Recommendation:**

*THAT the Board approve the withdrawal by UBC of an amount of \$41,721 from the Neighbours Fund as residents contributions for recreational facilities for 2023/24.*

4. Neighbours Agreement Committee Update – Director Holmes



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

## UNA BOARD OF DIRECTORS MEETING

**Date:** March 12, 2024

**Time:** 5:30 p.m.

**Location:** Social Room, Wesbrook  
Community Centre

### G. UNFINISHED BUSINESS

None.

### H. NEW BUSINESS

None.

### I. ADJOURNMENT

#### **Recommendation:**

*THAT the Board adjourn into a closed session to discuss matters that are, or are related to, discussions and dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests, and the approval of minutes for a closed session or restricted closed session of a Board meeting.*



## MINUTES

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### **PRESENT:**

Richard Watson – Chair  
Bill Holmes  
Eagle Glassheim  
Fei Liu  
Murray McCutcheon

### **UBC MEMBERS:**

Carole Jolly  
Silvia Magnano

### **STAFF:**

Paul Thorkelsson – Chief Administrative Officer  
Abdalla Hobi – IT Specialist  
Athena Koon – Finance Manager  
Chris Hakim – Corporate Services Specialist  
Dave Gillis – Recreation Manager  
Emmanuel Samoglou – Communications Specialist  
Glenda Ollero – Communications Manager  
Wegland Sit – Operations Manager

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### **A. CALL TO ORDER**

The University Neighbourhoods Association (UNA) Board meeting was called to order at 5:31 p.m.

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

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

**MOVED** by the Chair

**SECONDED** by Director McCutcheon

*THAT the Board approve the February 20, 2024 agenda, as circulated.*

**CARRIED**

### **C. APPROVAL OF MINUTES**

The Board approved the January 16, 2024 open session meeting minutes with an amendment to cure a spelling typo noted in two resolutions.

**MOVED** by the Chair



**SECONDED** by Director Glassheim

*THAT the Board approve the January 16, 2024 minutes, as amended.*

**CARRIED**

**D. DELEGATIONS**

None.

**E. EXTERNAL REPORTS & PRESENTATIONS**

1. RCMP Quarterly Report

Chuck Lan, the RCMP Detachment Commander Staff Sergeant, presented the report, followed by questions from the Board.

2. Campus and Community Planning Report

Carole Jolly, the UBC Director of Community Development and Engagement, presented the report contained in the meeting package, followed by questions from the Board.

3. Electoral Area A Monthly Report

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

**F. REPORTS**

1. February 2024 Management Report

The Management team presented their respective reports contained in the meeting package, followed by questions from the Board.

2. Lot 11 Community Garden License Agreement Extension Report

The Operations Manager presented the report contained in the meeting package, followed by questions from the Board.

**MOVED** by the Chair

**SECONDED** by Director Glassheim

*THAT the Board approve the Lot 11 Community Garden License Agreement Extension and authorize the Chair to execute the agreement, as modified.*

**CARRIED**

3. Finance & Audit Committee Update

a. Final Draft 2024/25 UNA Annual Budgets Report

The Finance Manager presented the report contained in the meeting package, followed by questions from the Board.

**MOVED** by Director Holmes



**SECONDED** by Director Glassheim

*THAT the Board approve the 2024/25 operating and capital budgets and, pursuant to section 10.2 of the Neighbours Agreement, direct staff to submit the budget summaries to UBC for approval.*

**CARRIED**

b. 2023-24 Q3 Financial Results Report

The Finance Manager presented the report contained in the meeting package. No questions followed.

c. UNA Banking Signing Authority Report

The Finance Manager presented the report contained in the meeting package. No questions followed.

**MOVED** by Director Holmes

**SECONDED** by Director Glassheim

*THAT the Board approve changes to the RBC Master Client Agreement to reflect the authorization of Paul Thorkelsson as a signing authority of the UNA.*

**CARRIED**

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*The Board recessed at 7:27 p.m. and reconvened at 7:44 p.m.*

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4. Governance & Human Resources Committee Update

a. Byelection & Appointment Process Report

The Corporate Services Specialist presented the report contained in the meeting package, followed by questions from the Board.

**MOVED** by the Chair

**SECONDED** by Director Holmes

*THAT the Board refer the matter back to the Governance & Human Resources Committee.*

**CARRIED**

5. Neighbours Agreement Committee Update

Director Holmes provided a verbal report. No questions followed.

**G. UNFINISHED BUSINESS**

None.



## H. NEW BUSINESS

### 1. UBC President Meeting with Residents

Director Glassheim provided an explanation about the topic.

**MOVED** by Director Glassheim

**SECONDED** by Director Holmes

*THAT the Board direct UNA staff to facilitate a public meeting between the UBC President and residents, with time, place, and format determined in consultation with the President's office.*

**CARRIED**

## I. ADJOURNMENT

**MOVED** by the Chair

**SECONDED** by Director Glassheim

*THAT the Board adjourn into a closed session to discuss matters that are, or are related to, discussions and dealings with other entities or individuals where disclosure of the information being discussed could be harmful to the UNA's interests; the appointment of an individual to fill a vacancy on the Board; and the approval of minutes for a closed session or restricted closed session of a Board meeting.*

**CARRIED**

*The meeting adjourned into a closed session at 8:28 p.m.*

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# THE UNIVERSITY OF BRITISH COLUMBIA

## Campus + Community Planning

### Memorandum

**From:** Simmi Puri, Communications Manager, Campus + Community Planning  
**To:** UNA Board  
**Date:** March 12, 2024  
**Subject:** Monthly Update from Campus and Community Planning

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### Film & Events Notification

#### March

**Storm the Wall** at University Commons, Aquatic Centre, University Boulevard and Main Mall.

Sunday, March 24<sup>th</sup> to Wednesday, March 27<sup>th</sup> from 7:00am to 6:00pm each day.

For details, see <https://planning.ubc.ca/event/storm-wall>

#### **Good Friday**

Friday, March 29<sup>th</sup>. University closed.

**UTSAV Holi** at B4 Parking Lot.

Saturday, March 30<sup>th</sup> from 11am to 5pm.

Annual cultural event with coloured powder and DJ. Agronomy Road will be closed from East Mall to West Mall.

For details, see <https://planning.ubc.ca/event/holi>

#### April

#### **Easter Monday**

Monday, April 1<sup>st</sup>. University closed

#### **Last day of classes**

Friday, April 12<sup>th</sup>

#### **AMS Block Party**

Friday, April 12<sup>th</sup> from 5pm to 10pm at University Common.

Annual AMS celebration of last day of classes, with alcohol and DJs.

For details see <https://planning.ubc.ca/event/ams-block-party>

#### **Exams**

April 16<sup>th</sup> to 27<sup>th</sup>

## Neighborhood Climate Action Plan - Update

From March 5th to March 22nd, the campus community is invited to share their thoughts on the draft Neighbourhood Climate Action Plan (NCAP) goals, targets, and actions that will define our pathway to a net-zero, climate resilient community. Engagement includes an online survey, two workshops (including a targeted one with the UNA Board), presentations to the PACs, sessions with community groups and faculty experts, and several pop-ups held throughout the campus neighbourhoods. The next workshop will be held on March 13th from 5:30pm to 7:30pm at CIRS. [Register here.](#)

Feedback from this engagement will inform the final draft plan going to UBC's Board of Governors for approval in June 2024.

The final NCAP will include an implementation plan to ensure that neighbourhood climate action remains a priority. NCAP will help inform amended and future Neighbourhood Plans to shape how UBC's Land Use Plan is implemented, as well as other initiatives like transportation and zero waste planning. As with any climate action plan, NCAP will adapt and evolve in the future to ensure we're taking advantage of all opportunities including new technical advancements and government policies.

Monitoring our progress will be critical to ensuring that we are on the right path to achieving the targets set out in NCAP. Regular reporting will be an essential part of NCAP implementation as well as ensuring we share our progress with the community.

To learn more, visit: <https://planning.ubc.ca/NCAP>

## Community Update

### **Thanks for joining us for another Kids Take Over UBC!**

Thanks to everyone who joined us for a day of arts, culture, music and more at Kids Take Over UBC this Family Day weekend! Over 1400 kids and their grown ups took part in this year's event. From museum tours to musical performances, arts and crafts to STEM experiments and more, we had a great day learning, exploring, and playing our way across campus with you! Check out photos on the [UTown@UBC Facebook page.](#)

### **Inspiring Community Grants closing soon**

Have a great idea for a community project that inspires social connection? Apply for an Inspiring Community Grant before March 15, 2024! [www.utown.ubc.ca/inspiringcommunity](http://www.utown.ubc.ca/inspiringcommunity)

### **Get Inspired at the Chan with Camille Saint-Saëns' Carnival of the Animals on April 28!**

We are thrilled to announce the final show for the year in our Inspired at the Chan musical series, a kid-friendly concert collaboration between UTown@UBC and the Chan Centre for the Performing Arts. Join us for a musical petting zoo in the Chan Centre lobby, then squawk, stamp, and splash with Carnival of the Animals! The beloved classic gets a whimsical update with creative new elements for each animal including narration, choreographed movement, dance, and artwork. We have a limited number of free tickets available for UNA residents (maximum of 2 per family). If you are interested, please contact [info.utown@ubc.ca](mailto:info.utown@ubc.ca) before March 15, 2024. For more information on the show, or to purchase tickets, visit the [Chan Centre website.](#) Kids under 12, UBC students, and Indigenous people are free but tickets are required.





**Report Date:** February 29, 2024  
**Meeting Date:** March 12, 2024  
**From:** Paul Thorkelsson, Chief Administrative Officer  
**Subject:** March 2024 Management Report

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## **Background**

The March 2024 Management Report is presented for information.

## **Decision Requested**

For information.

## **Discussion**

### **CHIEF ADMINISTRATIVE OFFICER**

This month sees a shortened cycle for UNA Board meeting. The last weeks continue building my understanding of the UNA organization while I support ongoing operations and projects.

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

### ***Board Relations***

- Attended the February 2024 Land Use Advisory Committee, February 2024 Special Board session, and March 2024 Neighbours Agreement Committee meetings.
- Continued weekly meeting schedule with UNA Chair.

### ***Operations***

- Reviewed proposals in response to the ongoing online voting system request-for-proposals process.
- Reviewed the draft Neighbourhood Climate Action Plan (NCAP) and the impact of the actions on the UNA and its operations.

### ***Finance***

- Submitted the summaries of the UNA 2024/25 budgets to UBC for approval.
- Continued to develop familiarization and understanding of UNA financial framework
- Reviewed HR process and practices with Finance Manager for familiarization and continuance of CAO onboarding into the organization.



### ***Risk Management***

- Continued overview and understanding of existing financial controls and policy frameworks in the UNA.

### ***Programs and Services***

- Met with Recreation Programming and Events team for an overview of recreation programming and activities.
- Continued weekly meetings with Department Managers tracking departmental projects and initiatives.

### ***Human Resources***

- Supported departments in evaluating existing positions for changes, and ongoing recruitment processes for open positions.
- Reviewed HR process and practices with Finance Manager for familiarization and continuance of CAO onboarding into the organization.

### ***Community Relations***

- Delivered individual responses to the feedback received from the community as part of the UNA 2024/25 budgets public consultation.
- Continued meeting with various community and working partners, such as different UBC units, as an introduction and to discuss priorities.
- Attended February meeting of the CV2050 Community Advisory Committee (CV2050 CAC).
- Established regular meeting schedule with AVP UBC Campus and Community Planning (UBC C+CP).
- Initiated process of arranging Board/Community meeting with UBC President.

## **COMMUNICATIONS**

### **UNA Budget Consultation Feedback and Questions**

The Communications team has worked with the Finance Director and CAO to publish answers to questions received during the 2024/25 UNA Budgets consultation period. We worked to distill the feedback received into common themes and created an FAQ section. The info can be found on [myuna.ca/budget2024](https://myuna.ca/budget2024).

### **Hampton Place Parking Enforcement Info Campaign**

The Communications team has been working with the Operations team to roll-out information for the new parking enforcement in Hampton Place. The campaign includes a



full suite of online and print materials, including car window flyers and paid social media ads on Facebook and Instagram.

### ***The Campus Resident***

The next issue of the paper comes out on March 7, 2024 and it will be accompanied by the quarterly printed digest.

The Newspaper Editorial Committee (NEC) and the TCR editor are holding a meet-up and journalism workshop on March 18, 2024 where they'll present a mini-workshop and interactive modules on how to build journalism skills. They'll also be talking about how the newspaper is put together every month. More information will be posted on the website in the coming week.

The NEC is actively recruiting volunteer writers and contributors for the paper. Interested parties can email the editor at [editor@thecampusresident.ca](mailto:editor@thecampusresident.ca).

### **UNA Card Info Campaign**

The Communications team has launched an information campaign for the UNA Card highlighting the benefits changes from the new Schedules F and F.1. We've launched with a newsletter and social media announcements on March 1, followed by ads in *The Campus Resident* and the *UNA Program Guide*'s back cover. More promotional materials will follow throughout the month and promotions will continue throughout the year.

### **Online *UNA Guidebook for Newcomers***

Work on creating the online *UNA Guidebook for Newcomers* is continuing. Our web design team has presented a sample design layout of the digital *Guidebook* and will continue the work on programming the site and populating its content.

### **UNA Website**

- The Communications team is working with the Finance Manager and Director Holmes on updating the "Finance" section of the UNA website. Our team is finalizing a proposal for a restructuring, which will include a new menu dedicated to finance.
- The Communications team attended an all-hands meeting of the Front Desk team to deliver updates on new and upcoming communications projects/initiatives.

## RECREATION

Highlights of the February report, include:

- Lunar New Year event attended by an estimated 1,600 people.
- Attended the Sport for Life Summit, held in Victoria, discussing the value of the multi-community approach toward recreation and sports in including Indigenous Peoples, newcomer immigrants, and refugees.
- Semi-annual full customer service (Front Desk) meeting.

### Wesbrook Community Centre - Highlights

- Community centre open space continues to be used by a wide range of UNA community members.
- Diversity in programming continues to provide more opportunities for participation and instruction.
- Staff of WCC and UHill Secondary are working together to resolve issues with garbage being left behind by students.
- Interactions between UNA community and staff is at an all time high, as a result of the increased training and support to the front lines.
- The expected arrival of a Seacan for storage has the programming and events team prepping for re-organization and movement of all events items to the new storage option.

### Old Barn Community Centre - Highlights

- Six months into the revamping of the OBCC's family room. The feedback is all positive and use continues to be steady.
- OBCC has had an increase in programming and promotion of community and social activities that are low cost or free.

### Staffing - Recreation

- **Kirkland Haliday** has resigned her position as Program Coordinator as she moves on to her next chapter at the BCRPA.
- It can be expected that **Alina Stadnyk** will now move to the permanent Program Coordinator position and **Josie Chow** will begin the search for a temporary Program Coordinator to cover **Claire Smith's** paternal leave.
- **Volunteer & Newcomers Support Coordinator.** I am excited to announce that **Peng Wang** has accepted the position of Volunteer & Newcomers Support Coordinator with the UNA. Peng will work along side Glenda Ollero, Dr. Henry Yu, Josie Chow and myself to help ensure that newcomer immigrants and refugees have a strong sense of belonging, worth, and identity.

With a targeted start date of April 1, 2024, Peng will immediately provide stability within our volunteer team and, over the next three months, will work as part of the team to develop the core practice of the new position.

## UBC Athletics & Recreation Committee

### Campus Recreation Committee Highlights

- Arena
  - Saturday Morning addition of Stick and Puck Drop In
  - 6:00 PM-7:00 PM Weekday Public/Family Skates
  - March “Try It” Nights – Instructors on Ice
  - Learn to Skate – Level 0
  - Focus on Female development programs – Ice Hockey
  - March 17/18 Pain the ICE Event
- Aquatics
  - Increased Lifeguards (Remains as the same % of Student Lifeguards)
  - Registration during High Performance time remains.
  - No registration required Monday – Sunday Drop In.
  - Identifying of Lessons line, and Drop-In Line
  - \$3 Dollar Community Nights
  - Sensory Swim – Huge Success has been forced to move to pre-reservation.
  - Sensory Swim – will not be offered in the summer, due to increased sunlight.
  - Pool Closure – March 28<sup>th</sup> – April 20<sup>th</sup>.
  - Potential Dog Swim, March 27<sup>th</sup>.
- Tennis Centre
  - All discounts apply.
- Fitness
  - All discounts apply.

UBC recommends any members of the UNA should always consult the online schedule prior to visiting: <https://recreation.ubc.ca/aquatics/schedule/>

## Front Desk Services

In February, the Front Desk Team remained busy with day-to-day customer services, program delivery, and facility usage. Supporting the Lunar New Year Celebration and Family Day event, preparing for the spring and summer registration, and planning for hiring, and staff training made February busier than usual.

- 431 new clients were enrolled in our registration system including 268 UNA and 61 UBC/UTown members.

- 42 parking applications were reviewed, and 32 new paid parking permits were issued.

#### Front Desk Services (February)

	2022	2023	2024	Variance 23-24
Open Gym	6	306	421	+115
Parent & Tot Drop in	54	246	322	+76
Sports Drop in	95	273	458	+185
Parking Permit Issued	14	18	32	+14
New Members Enrollment	369	424	431	+7

#### Facility Management

- New janitorial service from Scandinavian Building Services started on February 1 at WCC and OBCC.
- The weekend coverage and adjusted day cleaning schedule have made noticeable difference to the conditions at both places.
- Their admin staff are proactive in communication and the logbook created for the staff works well.

#### Programming & Events

	Winter 2022	Winter 2023	Winter 2024 #s as of Feb 1	Winter 2024 #s as of Feb 27
Programs offered	275	348	278	276
Registered participants	1614	2210	1874	2023
Waitlist	301	366	229	244
Withdrawals	219	280	115	145

Category	Winter 2022	Winter 2023	Winter 2024 Revenue as of Feb 1	Winter 2024 Revenue as of Feb 27
Physical Activity	\$55,519.17	\$98,764.14	\$92,427.54	\$93,706.18
Arts	\$24,600.64	\$48,025.99	\$40,408.73	\$40,289.27
Music	\$14,257.20	\$20,797.65	\$20,702.70	\$20,624.70
Education	\$15,798.38	\$19,183.15	\$28,650.78	\$29,128.98
Camps	\$33,810.10	\$31,451.70	\$12,711.60	\$17,695.60
Events	\$0	\$95	\$0	\$0
<b>TOTAL</b>		<b>\$219,334.40</b>	<b>\$194,901.40</b>	<b>\$201,444.73</b>

- Spring and summer registration started on March 4 at 9 a.m. Unfortunately, The UNA registration website crashed again. I have requested an in-depth review of the capabilities of Kimbo.
- A new refund policy for camps has been implemented (starting Sep 2023), to help prevent unnecessary withdrawals.
- During the month of February, we started a new initiative called 'Valentines for Seniors', after recognizing that this can be a lonely holiday for some, especially those without close friends and family to celebrate with. Pre-teens and youth in our community came together to craft 132 handmade, unique Valentine's cards, which were distributed to seniors in our community during the week of February 14. The cards also included an invite for seniors to join our free weekly 'Seniors and Friends Drop-In', and a sweet treat!
- To streamline the registration process for private music lessons for the upcoming Spring/Summer season, current students were given the opportunity to pre-register for their existing time slots. Out of the 65 students enrolled in various private music lessons such as piano, violin, guitar, and flute, nearly 40 have opted to continue their lessons during the Spring/Summer season. This approach ensures continuity in student enrollment levels while also allowing new students to register for available lesson slots.

#### Lunar New Year Event

- The UNA supported the delivery of the 2024 UNA Lunar New Year Celebration on Feb 11 at WCC. It was a great success with about 1600 people in attendance. The UNA and the Lunar New Year Committee members worked with over 100 Chinese and Korean volunteers to organize and put on the event for UNA residents and residents of the GVRD.
- This year's celebration also included two mini-concerts and a Dragon artwork exhibition prior to the main event.
- The success of the event showcases the UNA's best practice of working and supporting a community organized event that is engaging, cost-effective, and impactful.

#### Family Day

- This Family Day, the UNA offered various activities at WCC and OBCC. The morning started with a guided EcoWalk in Pacific Spirit Park, lead in both English and Mandarin.
- Throughout the day, there were also drop-in sports, board games, books, sidewalk chalk, and free snacks! Finally, Hands of Youth provided a community art project for participants to express their creative genius.

#### Kids Take Over UBC



- The UNA hosted a station for this family-friendly arts & culture event that had 1500 attendees from on- and off- campus. We had a tent at the Main Stage with popcorn and crafts. Over 600 people stopped by our booth, where we also promoted UNA camps and upcoming events.



## Easter

- The traditional UNA Easter event will happen on Mar 30, 2024, Saturday 9:30 am-11am at the Old Barn Community Centre.
- This year's community easter celebration will include arts and crafts activities, egg hunts, magician entertainment, and hot chocolate station. Expected attendance 300-400 people.

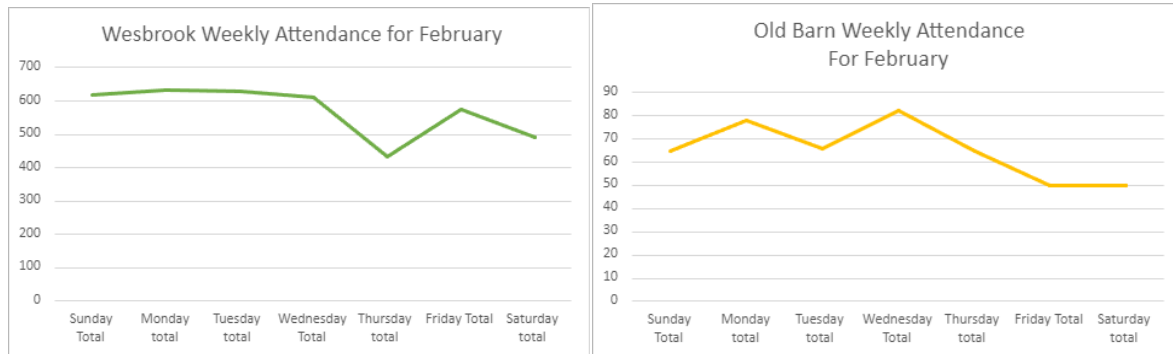
## Volunteers, Volunteer Led Activities and Recognition

- We currently have over 300 adult volunteers in our system with around 50 adult volunteers who are facilitating, instructing and/or assisting with programs.
- Volunteer led Seniors Programs and Events Highlights:
  - **Pharmacists Services** information sessions. Doctor of Pharmacy students from UBC presented two workshops (one in Mandarin) to share the new services that pharmacists can now offer, including assessing, treating, and prescribing for minor ailments and contraception. Participants appreciated the chance to ask questions and
- Volunteer Newcomers Highlights
  - A variety of **English Conversation** classes continue to be offered and there are still spaces left in some of the programs.
- Social/Community Building Programs Highlights
  - **Let's Cook Club**
  - **Saturday Afternoon Tea**, March 23, 1pm-3pm, WCC. Paul Li, a PhD student from the UBC School of Public Health will be sharing information about Respiratory Health.
- Volunteer Appreciation
  - March 14, 2024, UNA Recreation will be hosting an appreciation event for adult and youth volunteers.
  - A mix and mingle is planned with lunch for the adults and after school pizza for youth volunteers.



- The event will show appreciation for all volunteers from the last year with special recognition for long term and extraordinary volunteers.

## Health & Fitness



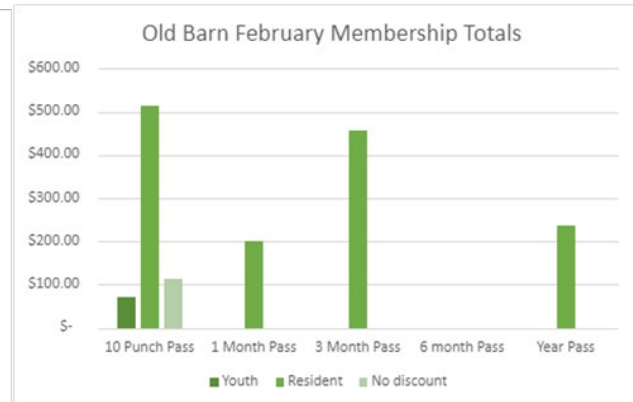
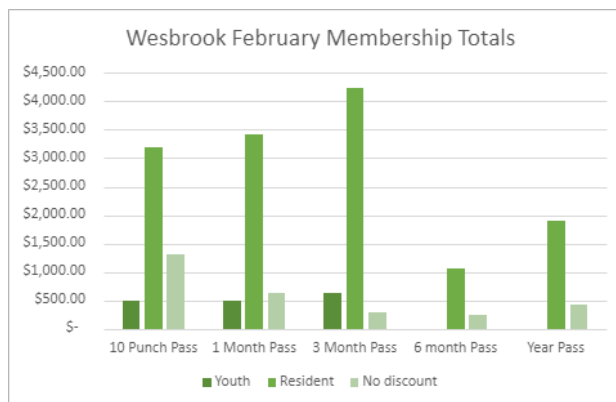
Attendance is up for February both at Wesbrook (+16.23%) and Old Barn (+30.57%) Fitness Centre's when compared to 2023 numbers.

## Fitness Centre Membership Purchases

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	87	\$4,142.94	16	\$1,371.36	115	\$5,971.50
1 Month Pass	23	\$876.30	102	\$4,857.24	9	\$742.82	134	\$6,476.36
3 Month Pass	9	\$942.84	115	\$11,657.58	5	\$714.30	129	\$13,314.72
6 Month Pass	1	\$190.48	13	\$2,723.76	0	\$476.20	14	\$3,390.44
Year Pass	0	\$0.00	6	\$2,285.70	0	\$0.00	6	\$2,285.70
Total	45	\$2,466.82	323	\$25,667.22	30	\$3,304.68	398	\$31,438.72

Old Barn Community Centre – Membership Revenue								
Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	0	\$-	19	\$542.83	3	\$114.30	22	\$657.13
1 Month Pass	1	\$-	17	\$485.69	0	\$-	18	\$485.69
3 Month Pass	3	\$157.14	9	\$685.71	0	\$-	12	\$842.85
6 Month Pass	0	\$-	2	\$285.72	1	\$190.48	3	\$476.20
Year Pass	0	\$-	2	\$476.20	0	\$-	2	\$476.20
Total	4	\$157.14	49	\$2,476.15	4	\$304.78	57	\$2,938.07

Combined - Membership Revenue								
Pass	Youth	Youth Revenue	Resident	Resident Revenue	Non-Resident	Non-Resident Revenue	Total #	Total \$
10 Punch Pass	12	\$457.20	106	\$4,685.77	19	\$1,485.66	137	\$6,628.63
1 Month Pass	24	\$876.30	119	\$5,342.93	9	\$742.82	152	\$6,962.05
3 Month Pass	12	\$1,099.98	124	\$12,343.29	5	\$714.30	141	\$14,157.57
6 Month Pass	1	\$190.48	15	\$3,009.48	1	\$666.68	17	\$3,866.64
Year Pass	0	\$-	8	\$2,761.90	0	\$0.00	8	\$2,761.90
Total	49	\$2,623.96	372	\$28,143.37	34	\$3,609.46	455	\$34,376.79



- **Wesbrook Fitness Membership Revenue** is up +85.86% from 2023 with an extra revenue of \$14,524.11 in February 2024.
- **Old Barn Fitness Membership Revenue** is up +248.59% from 2023 with an extra revenue of \$2,095.23 in February 2024.

## Group Fitness Classes

	Classes Ran	Class Revenue	Instructor Costs	UNA Gross Revenue
February 2022	31	\$2,286.25	\$1,812.49	\$473.75
February 2023	120	\$8,257.68	\$6,553.50	\$1,704.13
<b>February 2024</b>	<b>131</b> <b>(+9.1%) from 2023</b>	<b>\$11,530.79</b> <b>(+39.63%) from 2023</b>	<b>\$6,655.79</b> <b>(+1.56%) from 2023</b>	<b>\$4,875.01</b> <b>(+186.07%) from 2023</b>

## Bookings

### BOOKINGS REPORT FEBRUARY 2023

Room	Number of Times	Total Hours	Booking	Tax included
Social Room	1	1	\$ 80.00	\$ 84.00
Multi-purpose Room	2	7	\$ 560.00	\$ 588.00
<b>Dance Studio UNA/UBC</b>	<b>3</b>	<b>3</b>	\$ 162.00	\$ 170.10
<b>Meeting Room 1 UNA/UBC</b>	<b>1</b>	<b>3</b>	\$ 162.00	\$ 170.10
Meeting Room 1+2	1	2.5	\$ 250.00	\$ 262.50
<b>Nobel Softball Field UNA/UBC</b>	<b>1</b>	<b>2</b>	\$ 60.00	\$ 63.00
EXTRAS -STAFFING	1	1	\$ 30.00	\$ 30.00
EXTRAS -Coffee/Tea service	3	3	\$ 60.00	\$ 63.00
EXTRAS -Water service	1	1	\$ 15.00	\$ 15.75
<b>Total</b>	<b>14</b>	<b>23.5</b>	<b>1379</b>	<b>\$ 1,446.45</b>

## **OPERATIONS + SUSTAINABILITY**

### **Tree Pruning Project in Wesbrook Area**

A new round of tree pruning projects is currently taking place in the Wesbrook area's park and greenway spaces. It is the first time the Wesbrook area has received an area-wide tree maintenance prune project to keep our trees healthy and productive.

### **Tree Assessment Project in Hampton Place and Hawthorn Place**

Diamond Head Consulting will be onsite in early March to conduct a follow-up tree assessment on Hampton Place and Hawthorn Place's street trees.

### **Evolving Landscape in Main Mall Greenway Project**

The Operations team is working with landscaping services providers identified in the Main Mall Greenway as part of a pilot project opportunity. The goal is to replace ground cover with plants that thrive during the high summer heat, withstand drought, and require minimal maintenance.

The Landscaping Management Plan provides the foundation that guides how we care for our neighbourhood landscapes, so they continue to be safe, attractive, help us prepare for climate change, and increase neighbourhood sustainability.

The Operations team is working with landscape services providers to identify areas that can transform into landscapes that requires lower levels of maintenance, while striking a balance between cost reduction and perceptions of landscape quality.

The Main Mall Greenway, which is situated between the Journey Building and Reflection Building, is currently facing an issue with its lawn. The trees along the greenway have grown significantly and are now casting a lot of shade over most of the ground cover. As a result, the grass in the shaded areas is struggling and not receiving enough sunlight. The landscape around this area has deteriorated to a point where it is difficult to maintain its health, and a new approach is needed to address this issue.

The approach is straightforward: we aim to replace the existing lawn surfaces that are struggling with a type of plant called pachysandra, which has a proven local track record. This will offer an evergreen ground cover along the greenway and beautifully complement the Rhodowood area. Additionally, we plan to enhance the surrounding vicinity to improve the overall experience and movement of the nearby residents.

More information will be available shortly on the project's webpage and circulated more widely via the strata chair distribution list and electronic newsletter.

## Hampton Place Parking Implementation

Starting **April 2, 2024**, the UNA will be implementing a phased roll-out of parking enforcement in Hampton Place, which will eventually bring it to the same level as other neighbourhoods.

- **April 2, 2024:** Hampton Place residents can begin applying for resident and visitor parking permits online or in-person.
- **April 2, 2024:** Enforcement in '[No Parking Zones](#)' begin. No vehicles may park in '[No Parking Zones](#).'
- **May 1, 2024:** Enforcement in '[Permit Only Zones](#)' begin. A Hampton Resident Parking Permit or a Hampton Visitor Parking Permit will be required in '[Permit Only Zones](#).'
- **May 12, 2024:** The grace period in Hampton "[Permit Only Zones](#)" ends.
- **May 13, 2024:** Regular enforcement at Hampton Place begins. Vehicles parked in violation will be towed.



To apply for a parking permit, starting April 2, 2024, please visit the website below or drop by the Wesbrook Community Centre.

For more information, visit [myuna.ca/parking](https://myuna.ca/parking)

## **FINANCE**

### ***Budget Submission to UBC Board of Governors***

After the 2024-25 UNA budget was presented and approved by the UNA Board in February, the final budget was submitted to UBC on February 23<sup>rd</sup>, 2024. This concluded our external 2024/25 budgeting process and staff are now working with the departmental managers for the internal budget roll-out for the new fiscal year.

### ***Financial System Upgrade***

The new financial system's upgrade is still on going. The Finance team continues to undergo training and the training of the non-financial team users are scheduled at the end of March. We will continue to use the existing system this fiscal year and move to the new system in the new fiscal year 2024/25.

### ***Fiscal Year End Preparation***

March is financial year end for the UNA. The Finance team is working closely with all the parties to ensure a timely closing of this fiscal year end. Due to the new financial system implementation, the closing of this fiscal will be impacted. The Finance team will continue to work with all the departments on establishing a timeline and the logistics of getting all the required information to ensure the year end closing is smooth and on schedule.

### **Financial Implications**

None.

### **Operational Implications**

None.

### **Strategic Objective**

None.



**Attachments**

None.

**Concurrence**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Paul Thorkelsson', is written over a horizontal line.

Paul Thorkelsson  
Chief Administrative Officer



**Report Date:** March 4, 2024  
**Meeting Date:** March 12, 2024  
**From:** Wegland Sit, Operations Manager  
**Subject:** BC Corps of Commissionaires Agreement Renewal

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## 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 the BC Corps of 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 agreement with the BC Corps of Commissionaires is up for renewal and an updated agreement is attached to this report.

## Decision Requested

*THAT the Board approve the 2024-25 BC Corps of Commissionaires Agreement and authorize the Chair to execute the agreement, as circulated.*

## Discussion

The BC Corps of Commissionaires has provided parking invigilation services within the residential neighbourhoods in the UNA since 2012. The invigilators provide seven days a week invigilation services in Chancellor Place, Hawthorn Place, Wesbrook Place, and East Campus, to ensure adequate and consistent parking enforcement level.

The BC Corps of Commissionaires provides the following parking invigilation services:

1. Foot and vehicle patrols in UNA neighbourhoods.
2. Parking enforcement and issuance of towing notices to vehicles.
3. Documentation of parking offences and collect evidence related to parking offences.
4. Coordination of towing service requests.

They have submitted a contract renewal in February 2024. This new 2024-2025 services agreement represents an estimated 3.2% 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.

### **Financial Implications**

Based on the current invigilation service levels, at seven days a week (excluding any statutory holidays), the estimated costs for this renewal agreement are \$125,000 for the period of April 1, 2024 to March 31, 2025.

There are no new financial implications related to the new Hampton Place parking enforcement structure, as invigilators will be able to include Hampton Place as part of their daily enforcement routine.

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 the Wesbrook Community Centre provides handles the administrative tasks related to parking, such as the issuance of parking permits and visitor passes.

### **Strategic Objective**

Organizational Capacity

### **Attachments**

1. 2024-25 BC Corps of Commissionaires Agreement

### **Concurrence**

1. Athena Koon, Finance Manager





UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**UNA BOARD MEETING  
OPEN SESSION**

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Wegland Sit', positioned above a horizontal line.

Wegland Sit  
Operations Manager

A handwritten signature in black ink, appearing to read 'Paul Thorkelsson', positioned above a horizontal line.

Paul Thorkelsson  
Chief Administrative Officer



**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

BETWEEN

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**

202-5923 Berton Avenue  
Vancouver, BC V6K 1Y5

(the "**Association**")

AND

**THE BRITISH COLUMBIA CORPS OF COMMISSIONAIRES**

600-595 Howe Street  
Vancouver, BC V6C 2T5

(the "**Contractor**")

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 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.

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.

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**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, 2024, and continuing until March 31, 2025 (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
  - l. 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 3.
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 warranties 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 sub-contractors 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 sub-contractors, 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, guest, 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 227 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 of substantial failure to perform in accordance with the terms and conditions of this Agreement, it may be terminated by either party on 15 days written notice of the other.
31. Either party may, at its sole discretion, terminate this Agreement on 30 days written notice and the payment of all funds owing in accordance with this Agreement up to the time of termination.
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: Paul Thorkelsson  
Email: paul.thorkelsson@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](mailto: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.



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

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**

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Richard Watson, Chair

**THE BRITISH COLUMBIA CORPS OF COMMISSIONAIRES**

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**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**

202-5923 Berton Ave., Vancouver, British Columbia V6S 0B3    T: 604.827.5158    F: 604.827.5375    reception@myuna.ca    www.myuna.ca

62688.001/10885657.67



UNIVERSITY  
NEIGHBOURHOODS  
ASSOCIATION

**Schedule A:**

**WORK**

**[See attached]**

**UNIVERSITY NEIGHBOURHOODS ASSOCIATION**

202-5923 Berton Ave., Vancouver, British Columbia V6S 0B3

T: 604.827.5158

F: 604.827.5375

reception@myuna.ca

www.myuna.ca

### Description of Services

1. 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 commissioner 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. GST**

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 30 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. Date of Payment

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.

**BILLING RATES**  
**April 01, 2024 – March 31, 2025**

Position	Regular Hourly Rate	Overtime Level 1 (x1.5) Hourly Rate	Overtime Level 2 (x2) Hourly Rate	Statutory Holiday Hourly Rate
Bylaw Officer	\$38.18	\$57.27	\$76.36	\$57.27

\*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 1, 2024  
**Meeting Date:** March 12, 2024  
**From:** Athena Koon, Finance Manager  
**Subject:** UBC Withdrawal from Neighbours Fund

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## Background

In January 2024, following the approval of Schedule F of the new Neighbours Agreement, the Board approved the withdrawals of amounts by UBC from the Neighbours Fund as residents contributions to UBC recreation facilities and programming. However, the amount approved in January 2024 for the FY2023/24 residents' contributions does not include inflationary costs in its calculation, leaving a discrepancy. This report includes a recommendation for the Board to approve the withdrawal of an additional amount by UBC from the Neighbours Fund to cover that discrepancy.

## Decision Requested

*THAT the Board approve the withdrawal by UBC of an additional amount of \$41,721 from the Neighbours Fund as residents contributions for recreational facilities for 2023/24.*

## Discussion

Schedule F of the new Neighbours Agreement stipulates that UBC is entitled to withdraw an amount from the Neighbours Fund as residents contributions to UBC recreation facilities and programming. The amount is equal to the lesser of a formula contained in the schedule or 8% of the Neighbourhood Levy payable for the calendar year in which the fiscal year begins. The former applies for FY2023/24, since it is less than the latter. This formula is detailed below.

the amount determined by the formula

$$\text{PCR} \times \text{AF} \times \text{Pop}$$

where

PCR is the per capita rate for the fiscal year, computed as \$43.50 times the ratio of the average Consumer Price Index for the 12 months immediately preceding the fiscal year to the average Consumer Price Index for the 12 months immediately preceding the UNA's 2022/23 fiscal year.

AF is the adjustment factor, which is 91.75%.

Pop is the estimated population of the Neighbourhood Housing Areas and the Designated Buildings at the beginning of the fiscal year, determined using a method agreed to by the parties.



In January 2024, the Board approved the withdrawal of \$595,037 by UBC as the FY2023/24 residents contributions. However, this amount did not include inflationary costs in its calculation. In calculating the Per Capita Rate (CPR) for FY2023/24, a ratio including the BC Consumer Price Index is supposed to be accounted for. The correct amount is \$636,758, which is \$41,721 more than what was originally approved.

Formula Variables	FY2023/24 – Approved	FY2023/24 – Revised
Per Capita Rate (CPR)	\$43.50	\$46.55
Adjustment Factor (AF)	91.75%	91.75%
Population (Pop)	14,909	14,909
<b>Contribution Amount</b>	<b>\$595,037</b>	<b>\$636,758</b>

This revised amount has been reviewed and forwarded to the Board by members of the Finance & Audit Committee. UBC has also reviewed and confirmed the calculation of the revised amount.

### Financial Implications

None.

### Operational Implications

None.

### Strategic Objective

Governance

### Attachments

None.

### Concurrence

None.