



City of Richmond

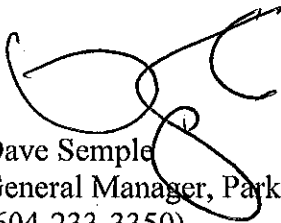
Report to Committee

To: General Purposes Committee
From: Dave Semple
 General Manager, Parks and Recreation
Re: Service Agreement Ratification

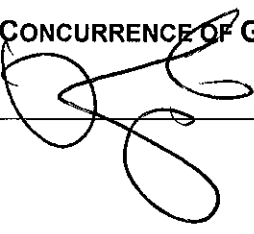
Date: February 24, 2010
File:

Staff Recommendation

1. That the VANOC Service Agreement be ratified as presented and that;
2. The General Manager of Parks and Recreation be authorized to execute this agreement.



Dave Semple
 General Manager, Parks and Recreation
 (604-233-3350)

FOR ORIGINATING DEPARTMENT USE ONLY			
ROUTED TO:		CONCURRENCE	CONCURRENCE OF GENERAL MANAGER
Budgets		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Roads & Construction		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Community Bylaws		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Law		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Parks Programs		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
Transportation		Y <input checked="" type="checkbox"/> N <input type="checkbox"/>	
REVIEWED BY TAG	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		REVIEWED BY CAO YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

Staff Report

Origin

Section 16.4 of the Venue Agreement between the City of Richmond and VANOC required the parties to enter into good faith negotiations to conclude an agreement to address services that the City could provide to VANOC. It noted that there would be no additional costs to the City except as agreed.

Analysis

This agreement is in fact a purchase of service relationship. VANOC set the level of service they require, the City of Richmond established the price, and then delivered the service as prescribed.

This Service Agreement has been in development for the past two years. The needs and expectations of VANOC were constantly shifting as the games drew near and the detailed games delivery plans were completed which identified the gaps that the City could service.

The details of this Service Agreement were concluded in late January. The parties came to a final agreement on the terms on January 20th. The agreement was signed by VANOC and now awaits City approval. The services have been delivered as per the terms of the agreement.

The program included a daily monitoring of required services with the option to increase services if so required. No increased services were actually needed.

The Service Agreement provides that VANOC and the City will indemnify each other for any losses incurred due to any negligent or improper act, error or omission in connection with the performance of their obligations under the Services Agreement or any breach by either party of any term of the Services Agreement. City Staff are not aware of errors, omission or breaches by the City in the performance of the Services and have not received notice of any such error, omission or breach by VANOC.

The service components of the agreement as identified in the appendices to the agreement are as follows:

Snow / Waste Removal: \$122,900

Given the surprisingly warm weather no actual services were required as it related to snow removal.

The waste removal service provided 44 basic waste receptacles at various locations around the oval precinct. As well there was a comprehensive litter pickup program focused on the 12 days of the games activities at the Richmond Olympic Oval. The service area was the primary pedestrian pathway (from Aberdeen station to the Oval), the Lansdowne Sky train station, the pathway from Lansdowne Station to the Oval, and the games critical zone on Hollybridge Way, River Road (south of Oval) and the trail in front of the oval. We also serviced the VANOC permit parking lot. The final costs will now be tallied and forwarded to VANOC for payment.

Transportation Services: \$482,400

Council adopted the Games Transportation Plan on July 13, 2009. The plan was endorsed with the understanding that the oval portion of the program would be funded by VANOC. Staff agreed to report back to council on the outcome of the discussion with VANOC re their portion of the costs. It was intended to present this information to council before the games. However, VANOC was constantly refining their needs until just before games time. There was no material alteration from the plan adopted by council.

There were two components that were added subsequent to the July 9 approved plan.

The first requested to City of Richmond was to provide wayfinding to and from the Oval.

The second addition refers to the installation of temporary lighting on the dyke between the UBC rowing centre and the Richmond Olympic Oval.

These additional costs have been added to the transportation budget. Staff will now be issuing invoices to VANOC to cover these costs.

Bylaw Enforcement: \$32,500

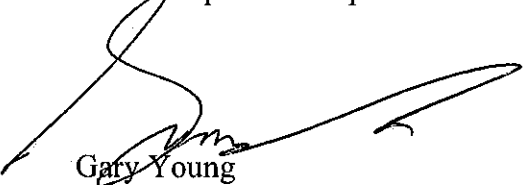
Community Bylaws is responsible for undertaking the enforcement of the applicable City Bylaws around the Richmond Olympic Oval. It was identified that the city resources normally allocated to this service might not be sufficient to cover all of the Richmond Olympic Oval operating hours. The above noted fee was an estimate of the additional costs the City of Richmond could face to support the games operations. Some but not all of these services were in fact required. The city will now identify the actual costs and submit the bill to VANOC for payment.

Financial Impact

The Service Agreement is expected to be cost neutral to the City of Richmond.

Conclusion

The City contributed to the presentation of the Long Track Speed Skating Program in Richmond and left a positive impression on visitors and athletes.



Gary Young
Director, Legacy and Integration
(604-247-4916)

GY:db