

Re: AGREEMENT BETWEEN CITY OF PORT MOODY AND
THE CORPORATION OF THE DISTRICT OF BURNABY FOR THE CONTROL
AND OPERATION OF THE ROCKY POINT BOAT RAMP

Following is a report from the Parks and Recreation Administrator regarding an amendment to the Rocky Point Boat Ramp Agreement.

RECOMMENDATION:

1. THAT the recommendation as contained in the report from the Parks and Recreation Administrator be adopted.

* * * *

TO: MUNICIPAL MANAGER

1981 April 02

FROM: PARKS & RECREATION ADMINISTRATOR

RE: AGREEMENT BETWEEN CITY OF PORT MOODY AND
THE CORPORATION OF THE DISTRICT OF BURNABY
FOR THE JOINT CONTROL AND OPERATION OF THE
ROCKY POINT BOAT RAMP

RECOMMENDATION:

1. THAT Council authorize the execution of the amendment to the Rocky Point Boat Ramp Agreement as attached to this report.

SUMMARY

The attached amendment to the Rocky Point Boat Ramp Agreement is the result of the concern of both the City of Port Moody and the Burnaby Parks and Recreation Commission that the budgeting and financial arrangements which have been used in the past several years were not as expressed in the original agreement. The Rocky Point Boat Ramp Committee approved the amendment at its meeting of 1981 March 24 and the Commission gave its approval at its meeting of 1981 April 01. The amendment is now being submitted to Burnaby and Port Moody Councils.

REPORT

The Rocky Point Boat Ramp Committee's concerns regarding the discrepancy between the budgeting and financial arrangements presently in effect and those outlined in the original agreement were forwarded to the Burnaby and Port Moody Treasury and Legal Departments for advice and recommendations.

In the past several years, the Committee has been using surplus funds to finance capital works. However, on the advice of the two Treasurers, no capital reserves will, in future, be built up from operating surpluses and capital funds will be budgeted as required and be subject to the approval of both authorities in the normal manner.

The Committee agreed to accept the following three guidelines which had been jointly recommended by the two Treasurers:

1. Operating surpluses not be accumulated.
2. Funds required for a future project be budgeted as a separate item.

ITEM

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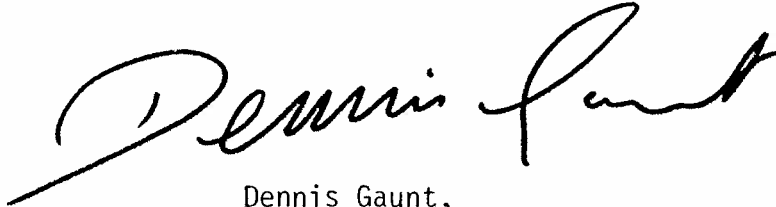
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3. The project for which a reserve is created be specific and attainable within a reasonable period of time.

The attached amendment has been drawn up by the Burnaby Legal Department and approved by both the Committee and the Commission.



Dennis Gaunt,
ADMINISTRATOR.

ag
attachment

c.c. Municipal Treasurer
Municipal Solicitor

THIS AGREEMENT made the day of 1980.

BETWEEN:

CITY OF PORT MOODY
(a municipal corporation having offices at
2425 St. Johns Street, Port Moody, B. C.,
hereinafter called "the City")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF BURNABY
(a municipal corporation having offices at
4949 Canada Way, Burnaby, B. C.,
hereinafter called "the Corporation")

OF THE SECOND PART

WHEREAS on the 15th day of November, 1968, the parties hereto entered into an agreement (herein called the original agreement), a copy of which is hereto annexed, marked "A", for the joint control, management, operation, maintenance and development of the area therein and herein referred to as the "Ramp Site", more particularly described as follows:

Lot 4 of Tidal lands covered by water (Sketch 75962-E) fronting on Lot 201, Group 1, Plan 4331, New Westminster District, a portion of Rocky Point Park, a portion of Esplanade Street and Water Lot (408,788 square feet in area) fronting on a portion of District Lot 201, Burrard Inlet and set out in National Harbours Board Lease Number V-1550, all shown outlined in red on the sketch attached to the original agreement and situated within the City;

AND WHEREAS the parties now desire to amend the original agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, the parties hereto agree to amend the original agreement as follows:

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1. Amend clause 1 by striking out the words "or the members of the Port Moody Parks and Recreation Commission" where they appear therein.

2. Amend clause ⁴~~2~~ by striking out the words "or from the members of the Port Moody Parks and Recreation Commission" where they appear therein.

3. Amend clause 6 by striking out the words "or from the members of the Port Moody Parks and Recreation Commission" where they appear therein.

4. Strike out clauses 10 and 11 and substitute therefor the following clauses:

"10. (1) The Committee shall on or before the first day of November in each year submit to the Council of the City and the Burnaby Commission a provisional estimate of revenue and expenditures for

(a) operating purposes, and

(b) development purposes

for the year commencing on the first day of January next following; and shall at its first meeting in each year prepare a final estimate for that year and shall submit it to the Council of the City and the Burnaby Commission for their review.

(2) The Council of the City and the Council of the Corporation shall review the estimates submitted by the Committee, and a budget for the Committee that has received the approval of both Councils shall be included in the annual budget for the City.

11. All revenues received from the operation of the Ramp Site and all expenses incurred in respect thereof under this Agreement shall be shared equally by the City and the Corporation; and it

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is mutually agreed that

(a) the Corporation will pay to the City an amount equal to one-half the deficit incurred in any year when the expenses exceed the revenue hereunder, and

(b) the City will pay to the Corporation an amount equal to one-half the surplus in any year when the revenue exceeds the expenses hereunder."

5. Amend clause 13 by striking out the words "of the other" where they appear therein.

6. Strike out clause 15 and substitute therefor the following:

"15. No work shall be performed on the Committee's behalf unless expressly authorized by it. Major work shall be competitively bid for, and both the City and the Corporation are eligible to submit bids.

IN WITNESS WHEREOF the City and the Corporation have hereunto caused their corporate seals to be affixed, attested by the hands of their proper officers duly authorized in that behalf as of the day and year first above written.

The Corporate Seal of the
CITY OF PORT MOODY was
hereunto affixed in the
presence of:

The Corporate Seal of THE
CORPORATION OF THE DISTRICT
OF BURNABY was hereunto affixed
in the presence of:

Municipal Clerk - Authorized
Signatory