

ITEM 3
MANAGER'S REPORT NO. 9
COUNCIL MEETING 1983 02 07

RE: RENEWAL OF AGREEMENT BETWEEN CENTURY PARK MUSEUM ASSOCIATION AND THE CORPORATION OF THE DISTRICT OF BURNABY

ACTING MUNICIPAL MANAGER'S RECOMMENDATION:

1. THAT the recommendation of the Director Administrative & Community Services be adopted.

* * * * *

1983 February 01.

TO: MUNICIPAL MANAGER
FROM: DIRECTOR ADMINISTRATIVE AND COMMUNITY SERVICES
SUBJECT: RENEWAL OF AGREEMENT BETWEEN CENTURY PARK MUSEUM ASSOCIATION AND THE CORPORATION OF THE DISTRICT OF BURNABY

RECOMMENDATION:

1. THAT the Council approve the attached agreement with Century Park Museum Association, and that the appropriate officials be authorized to execute that agreement on the Corporation's behalf.

REPORT

You will recall that the current agreement between the Municipality and Century Park Museum Association, for management of Heritage Village Museum expired as of 1982 November 30. By way of Item 10, Manager's Report No. 66, Council was advised on 1982 11 29 that discussions had been ongoing with the Museum Director and Board respecting a new agreement, and advising that a revised agreement would be before Council for consideration in early January.

Those discussions have now culminated in a revised agreement which is acceptable to Municipal staff, and has been approved by the Board of Directors of Century Park Museum Association.

A copy of that agreement is attached for consideration by Council. By and large, the substance of the agreement is not significantly changed; however, some administrative and wording changes have been made in the agreement to more clearly reflect the relationship between the two parties, and to reflect the working relationship as it now exists.

Members of Council will also need to know that work is ongoing in the preparation of the Master Plan for the development of the Museum. That fact is reflected in the deletion from the schedules to the new agreement of the old schedule "E" - Heritage Village Museum development and maintenance guidelines. That document, given the passage of time and the preparation of the new Master Plan, is now out of date. Further, the Board of Directors of Century

ITEM 3
MANAGER'S REPORT NO. 9
COUNCIL MEETING 1983 02 07

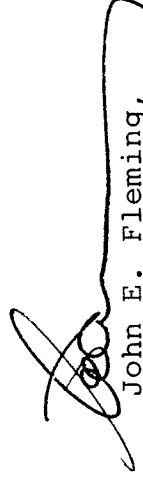
109

Park Museum Association are giving some consideration to possible amendments to the CPMA Constitution and Bylaws. The existing CPMA Constitution and Bylaws continue to be a schedule to this agreement; however, there may well be changes proposed for the agreement in the succeeding year, which of course would come forward for Council consideration prior to adoption.

The term of the proposed agreement is from 1982 December 01 to 1983 November 30.

JEF:bp

cc: Museum Director



John E. Fleming,
DIRECTOR.

ITEM 3
MANAGER'S REPORT NO. 9
COUNCIL MEETING 1983 02 07

THIS AGREEMENT made as of the day of

198 .

BETWEEN:

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 FIRST PART

AND:

CENTURY PARK MUSEUM ASSOCIATION
an incorporated society under the
Society Act

(hereinafter called the Association)

OF THE SECOND PART

WHEREAS the Corporation owns those lands and premises (hereinafter called "the Museum") situate, lying and being in the Municipality of Burnaby in the Province of British Columbia and more particularly known as

Lots 8, 9, 10 and 11 of District Lot 79,
Group 1, Plan 1995, N.W.D.; and
Lot 5, Block "R", District Lot 79/85,
Group 1, Plan 11019, N.W.D.; and
Lot 2, Block "R", District Lot 79/85,
Group 1, Plan 8860, N.W.D.

AND WHEREAS the Corporation desires that its staff, facilities and resources be used to best advantage in combination with the expertise and enthusiasm of Members of the Association to the end that the Museum is operated efficiently and economically and that the objectives set forth hereinafter are achieved;

ITEM	3
MANAGER'S REPORT NO.	9
COUNCIL MEETING	1983 02 07

AND WHEREAS the Association was incorporated for the purpose inter alia - 111

of managing the Museum;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, (a) "Agreement" includes the following Schedules, which are attached hereto and form part hereof, namely:

- (i) Schedule "A" - GOALS AND OBJECTIVES FOR STAFF RELATING TO THE VOLUNTEER PROGRAM
- (ii) Schedule "B" - VOLUNTEER ROLES
- (iii) Schedule "C" - MUSEUM DIRECTOR - HERITAGE VILLAGE MUSEUM
- (iv) Schedule "D" - CONTRACT PROCEDURE AND PURCHASE LIMITS
- (v) Schedule "E" - C.P.M.A. CONSTITUTION AND BYLAWS
- (vi) Schedule "F" - MAP OF MUSEUM

- (b) "Board" means Board of Directors of the Century Park Museum Association.
- (c) "Council" means the Municipal Council of the Corporation of the District of Burnaby.
- (d) "Staff" means employees of the Association.

2. TERM

The Association agrees to manage and operate the Museum efficiently and effectively in accordance with the provisions of this Agreement for a term commencing on the 1st day of December 1982 and ending on the 30th day of November 1983.

ITEM	3
MANAGER'S REPORT NO.	9
COUNCIL MEETING	1983 02 07

3. RELATIONSHIP WITH THE CORPORATION

The Association agrees to operate the Museum in an effective and efficient manner, and to be responsible therefor. The Association agrees that its policies and procedures shall be the same as or compatible with those of the Corporation with respect to accounting, auditing and budgeting requirements, personnel, payroll and salary administration policies and procedures, and purchasing policies and procedures (as set out in Schedule D). It is further understood that the Association will make use of the services of the Corporation's Departments for accounting, computer, personnel, payroll and purchasing services, it being the intent of both parties to avoid unnecessary duplication and cost.

4. ACCOUNTABILITIES: BOARD & MUSEUM DIRECTOR

The Association shall employ a Museum Director who shall be accountable to the Board for the efficient operation of the Museum within the budget adopted by the Corporation and according to the provisions of this Agreement.

The Board shall be accountable to the Corporation for the overall operation and development of the Museum, and shall bring to the attention of the Council those matters pertaining to operation, development or expansion that require the Council's approval.

The Museum Director is charged with maintaining effective liaison _____ **113**
on matters pertaining to the Museum and any on-site affiliates, . . .

permitted under Clause 11(1), with the Corporation through the Director Administrative and Community Services.

The Museum Director shall prepare annual operating and capital budgets, according to the guidelines set out by the Corporation and by the Board. The Board will be responsible for reviewing the budgets and may make recommendations thereon to the Corporation. The decisions of the Council with respect to the level of Municipal funds available at any time are final.

Upon approval of the budgets by the Board and Council the management of the funds in respect to the operation of the Museum shall be the responsibility of the Museum Director, under the direction of the Board, and within the terms of this Agreement.

The Museum Director shall be charged with responsibility for the administration of any licence granted by the Corporation under Clause 11 of this Agreement.

5. MUSEUM DEFINITION AND CONCEPT

The Association agrees to adhere to the following definition and concept of the Museum in the performance of its obligations under this Agreement:

- (1) DEFINITION. Heritage Village Museum is a non-profit Museum with both dynamic and static displays that illustrate in an authentic documented manner the material history, practices, customs, pursuits, occupations and atmosphere of the lower mainland region of British Columbia with special emphasis on

Burnaby.

(2) CONCEPT.

(a) The dynamic or "living" portion of the Museum shall be based on the idea of depicting a period of time through the use of displays set in the context of a reconstructed period village containing authentic restored buildings and well researched reconstructions that illustrate the architecture and building techniques of the interpretive period (pre-1939). Authentic artifacts shall be used where they are available and considered by the Museum Director to be disposable, otherwise reconstructed replicas shall be used. Environmental controls shall be instituted wherever possible and practicable.

(b) The static portion of the Museum shall be housed in galleries and shall illustrate the history of Burnaby progressively from its earliest years. The static galleries are intended to preserve artifacts under controlled environmental conditions.

(c) The storage objective shall be a ratio of 40% storage space to 60% display space. (Storage space does not include workshop, administrative and service areas.)

6. OBJECTIVES

The Association agrees to direct its best efforts to achieve the overall objective of providing a Museum that is an historical resource for Burnaby and the region. The museum will collect, preserve, research, document and interpret artifacts and historical buildings that illustrate the history and lifestyle of the Lower Mainland of British Columbia and especially Burnaby.

The Museum will depict with the greatest authenticity possible, the village lifestyle of a small community of the interpretive period by creating and staffing displays with interpreters who will demonstrate the activities of typical residents of such a village.

related to school curricula and advertise such programs to schools to promote their use. Educational programs are not to be limited to use by schools only, but shall be available to any interested group of any age. Programs will be limited to interpretation of the various displays within the museum and the lifestyle of the period.

The Museum will be open to the general public according to the schedule for which the budget provides. Individuals and groups will be encouraged to attend through a broad advertising program. Special events will be held which relate to the interpretive period of the Museum and the season of the year, as well as providing information and enjoyment to the public.

7. ROLE OF VOLUNTEERS

(1) The Association and its staff shall pursue the following goal and objectives with respect to volunteer activities at the Museum, namely,

GOAL

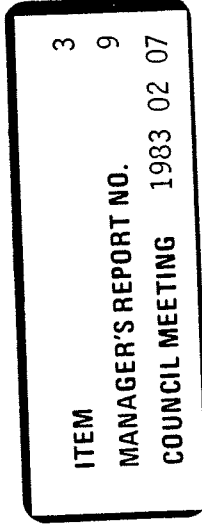
To provide a vehicle for community involvement in and support of the functions of the Museum. To utilize and develop the experience, skills and abilities of the public to complement and supplement staff in carrying out Museum programs and activities; and to provide volunteers with opportunities for personal development, interaction and a sense of satisfaction.

OBJECTIVES

- (a) to establish an ongoing recruitment and training program that maintains Museum standards and morale with input from experienced volunteers,
- (b) to maintain a volunteer evaluation process,
- (c) to ensure that volunteers are aware of the goals and objectives of Heritage Village Museum, and their role in the Museum's operations,

ITEM	3
MANAGER'S REPORT NO.	9
COUNCIL MEETING	1983 02 07

- (d) to involve the volunteers in the evaluation of programs,
 - (e) to ensure that each volunteer has a clear understanding of the job to be performed,
 - (f) to maintain a lounge area for staff and volunteers,
 - (g) to make provisions for upgrading volunteer capabilities, if the volunteer desires this,
 - (h) to ensure that volunteers do not displace staff,
 - (i) the Museum Director or his or her appointee will assign to each volunteer his or her activities and responsibilities in the Museum.
- (2) The Association shall adopt the goals and objectives with respect to the volunteer program as contained in Schedule "A".
- (3) The Association shall operate the volunteer program in accordance with the role definitions and other details contained in Schedule "B".
- (4) The Association agrees that cash control, stock control and purchasing for the Museum, including the commercial undertakings, shall be a staff responsibility performed by or under the direction of staff.



8. STAFF

- (1) The duties and responsibilities of the Museum Director, in addition to those mentioned throughout this Agreement, are set forth in Schedule "C" hereto.
- (2) The Association shall consult with the Director Administrative and Community Services before employing or dismissing a Museum Director and during the course of the Museum Director's annual performance appraisal.
- (3) All staff and volunteers shall be directly responsible to the Museum Director.
- (4) The Association may utilize the services of the Corporation's Personnel Department in recruiting staff and devising and implementing staff training programs, and shall utilize the Corporation's classification system for employees.
- (5) The Museum Director shall ensure that job descriptions for staff carrying out the following functions are kept up to date:
 - (1) General Administration
 - (2) Volunteer Coordination
 - (3) Curatorial Coordination
 - (4) Educational Coordination
 - (5) Operational Coordination
 - (6) Maintenance and Janitorial
- (6) It will be a function of all paid staff to coordinate volunteers in programs in their respective areas.

9. FINANCE

- (1) The Association shall conduct the operations of the Museum in a manner compatible with the financial management system of the Corporation and shall adhere to those practices and procedures which are required by the Director Finance.
- (2) The Director Finance shall provide complete accounting, auditing and payroll services to the Association in respect of the operation of the Museum.
- (3) All monies received from the operation of the Museum shall be deposited to the account of the Corporation and accounted for as Museum revenue.
- (4) The funds of the Association shall not be intermingled with funds appropriated by the Council for the operation of the Museum.
- (5) The Association shall include in the Museum budget estimates the proposed fees for admission to the Museum and the model railway, and the admission fees charged for both shall be the amount ratified by the Council.
- (6) The Association shall comply with the guidelines for contract procedures and purchase limits set forth in Schedule "D" here-to.

10. DEVELOPMENT AND MAINTENANCE

- (1) PLANNING. The Board shall prepare a Master Plan for the development of the Museum, including buildings, structures and grounds, and shall consult with the Corporation's Planning and Building Inspection Department in preparing and maintaining the plan, which shall be submitted to the Council.

10. (2) DESIGN AND CONSTRUCTION COORDINATION. The Civic Building Project Co-ordination Committee of the Corporation shall, at no cost to the Museum, overview construction or reconstruction plans and make recommendations regarding the construction of and major alterations to major buildings within the Museum. In the case of new buildings on the site, the Chief Building Inspector and the Museum Director shall act as Project Co-ordinators for all construction.

(3) GROUNDS. The Corporation's Recreation and Cultural Services Department shall, at no cost to the Museum, review all plans for the landscape design for the grounds surrounding any new building or structure and shall prepare the plans for any redesign of existing landscaping.

The Corporation's Chief Building Inspector and the Museum Director shall act as Project Coordinator in overseeing the completion of landscaping work surrounding any new buildings or structures.

Major reconstruction or redevelopment of the grounds at the Museum may be performed by or under the direction of the Corporation's Recreation and Cultural Services Department and the cost shall be charged to the Museum.

The Association shall be responsible for horticulture and general maintenance of the grounds, including the trees, shrubs and grass cutting, and may employ staff for that purpose.

The Corporation's Recreation and Cultural Services Department may perform large scale grass cutting for the Association and the cost shall be charged to the Museum.

ITEM	3
MANAGER'S REPORT NO.	9
COUNCIL MEETING	1983 02 07

(4) BUILDING MAINTENANCE. Minor building maintenance may be completed by the Association's staff where appropriate within their position responsibilities.

Major building maintenance may be performed by the Corporation's Engineering Department if requested and the cost charged to the Museum's budget, or such work may be contracted directly by the Museum Director with outside contractors subject to Corporation policy. Services rendered by the Engineering Department for the Museum shall be at actual cost for labour and materials, and administration.

11. OTHER PERMITTED USES:

- (1) The Association agrees to permit the Museum Director to administer any licence that the Corporation may grant to operate related facilities which may be approved as a part of the Museum site.
- (2) Further to Clause 11(1), the Association agrees to permit the Museum Director to administer the licence granted by the Corporation to the British Columbia Society of Model Engineers, hereinafter called the "Engineers", to operate and maintain a model steam railway for the conveyance of passengers and for display purposes, on those lands designated for the purpose immediately adjacent to the Museum, provided that:
 - (a) The Museum Director shall oversee the maintenance and general supervision of operations and the Association shall have control of development of railway lines and buildings subject to the provisions of the Master Plan as approved by Council;

(b) The Engineers shall submit to the Museum 121
Director a provisional annual budget for the

railway operation, in August of each year,
for the following calendar year;

(c) The Engineers shall submit to the Corpor-
ation and the Museum Director in February
of each year a statement of income and
expense for the preceeding year;

(d) The Engineers shall purchase from the Museum
Director all tickets to be used for admis-
ion to the railway, thereby providing to the
Museum ten percent on the first \$20,000, and
fifteen percent thereafter of the cost of
each admission. Such money received by the
Museum shall be credited to Museum accounts,
and used to offset the costs incurred as a
result of railway operations.

(e) The Engineers shall indemnify and save
harmless the Corporation and the Association
from and against all claims and demands,
loss, costs, damages, actions, suits and
other proceedings occasioned by or
attributable to the operation of the model
railway.

(2) The Association may rent out for public use the Church, Ice
Cream Parlour or Brookfield Hall for weddings, private par-
ties, receptions, meetings and like purposes, including photo-
graphy, and the short term hiring of artifacts. Revenues from
such rentals will accrue to the Museum as set out in Clause
9(3) hereof. All other rentals or licences to use the Museum
will require ratification by the Municipal Manager.

ITEM	3
MANAGER'S REPORT NO.	9
COUNCIL MEETING	1983 02 07

12. INDEMNIFICATION.

The Association shall indemnify and save harmless the Corporation from and against all manner of actions, suits, proceedings, costs, charges, expenses, claims, liens, demands, damages and matters whatsoever which at any time may be brought or arise from or may be made against the Corporation in respect of any injury done or suffered or sustained by any person by reason of or on account of any act or omission of the Association or its employees in the management, control, operation and maintenance of the Museum or any other act, matter or thing done or permitted to be done or suffered by the Association on, in or incidental thereto or by reason of the execution of this Agreement. Costs incurred as a result of this section will be paid from within the operating budget for the Museum.

13. CONSTITUTION AND BY-LAWS OF THE ASSOCIATION

The Association agrees that the Constitution and By-laws of the Association as contained in Schedule "F" hereto shall not be altered or amended while this Agreement is in force without first obtaining the approval of the Corporation in written form signed by the Municipal Manager.

14. INVENTORY AND ARTIFACTS

- (1) The Association shall ensure that the inventory of the artifacts located at the Museum, showing inter alia the item's ownership and value, shall be updated as items are purchased or received.
- (2) The Parties agree that artifacts with a value less than \$500 may be sold, exchanged or discarded at the discretion of the Museum Director, with any revenues to accrue to the Museum as set out in Clause 9(3) hereof.

- (3) The Parties agree that all artifacts purchased through the Museum budget shall be the property of the Corporation.
- (4) The Parties agree that, in the event the operation of the Museum is discontinued, artifacts other than those referred to in 14(3) shall become the property of the Corporation, provided that every effort will be made to ensure that such artifacts remain in a museum setting, for public use and enjoyment.

15. TERMINATION

It is mutually agreed by the Parties hereto that if either Party defaults in the observance or the performance of any of the covenants or agreements herein contained, then the Party not in default shall have the right to give to the Party in default notice in writing of any such default, and if the Party in default allows such default to continue or fails to remedy such default for or within a period of sixty (60) days after the delivery of such notice as herein provided, then and in such event the Party not in default by notice in writing to the other shall be entitled to declare the term of this Agreement terminated and the term of this Agreement shall thereupon be terminated and at an end.

16. Any notice required or desired to be given under or in respect hereof may be effectually given by mailing the same by prepaid registered post addressed as follows:

TO THE CORPORATION: Municipal Clerk
 Corporation of the District of Burnaby
 4949 Canada Way
 Burnaby, B.C.
 V5G 1M2

TO THE ASSOCIATION: The President
 Century Park Museum Association
 4900 Deer Lake Avenue
 Burnaby, B.C.
 V5G 3T6

or by delivering the same to the person to whom it is addressed as aforesaid.

ITEM	3
MANAGER'S REPORT NO.	9
COUNCIL MEETING	1983 02 07

IN WITNESS WHEREOF the Parties have caused these presents to be executed as of the day and year first above written.

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY was hereunto affixed in the presence of:

Municipal Clerk-Authorized Signatory

SEALED with the SEAL OF CENTURY PARK MUSEUM ASSOCIATION and signed by

PRESIDENT

TREASURER

