

ITEM	7
MANAGER'S REPORT NO.	10
COUNCIL MEETING	95/03/06

TO : CITY MANAGER

DATE: 1995 March 02

FROM : DIRECTOR RECREATION AND CULTURAL SERVICES

RE : AGREEMENT WITH THE FRIENDS OF THE CAROUSEL

PURPOSE : To request Council's approval of the attached agreement between the Lower Mainland Association of Friends of the Vancouver Carousel and the City of Burnaby.

---

**RECOMMENDATION:**

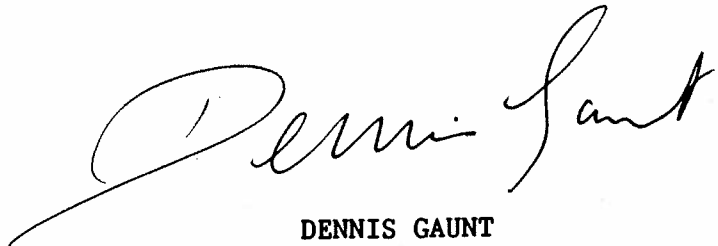
1. THAT the attached agreement between the Lower Mainland Association of Friends of the Vancouver Carousel and the City of Burnaby be approved and executed.

**REPORT**

The final draft of the agreement between the Friends of the Carousel and the City of Burnaby has been approved by the Friends of the Carousel Association. A copy of the final draft document is attached (Attachment #1).

The agreement represents the concerns and interests of both parties. It reflects the Society's wish for ongoing involvement with and support of the Carousel and also to ensure that the Carousel so far as possible remains public property for the use and enjoyment of the public.

At its meeting of 1995 March 01, the Parks and Recreation Commission by motion approved the final draft of the agreement and now recommends to Council to approve and execute the agreement.



DENNIS GAUNT  
DIRECTOR RECREATION AND  
CULTURAL SERVICES

tc  
Attach.  
A/3372

ITEM

DIRECTOR'S REPORT NO. 2

COMMISSION MEETING 95/02/01

Attachment #1

THIS AGREEMENT made this day of

199 .

BETWEEN:

**LOWER MAINLAND ASSOCIATION OF FRIENDS  
OF THE VANCOUVER CAROUSEL**

(Incorporation No. S-24858) with its registered  
address at 6501 Deer Lake Avenue  
Burnaby, B.C. V5G 3T6

(the "Society")

ITEM

7

MANAGER'S REPORT NO.

10

COUNCIL MEETING 95/03/06

OF THE FIRST PART

AND:

**CITY OF BURNABY**

4949 Canada Way  
Burnaby, B.C. V5G 1M2

(the "City")

OF THE SECOND PART

WHEREAS the Society has acquired, restored and donated to the City a vintage carousel, being Parker Carousel No. 119 (the "Carousel"), to be maintained and operated by the City for the enjoyment of the children in all of us;

AND WHEREAS the Carousel has been installed in the Don Wrigley Pavilion (the "Pavilion") constructed at the Burnaby Village Museum (the "Museum") to house the Carousel;

AND WHEREAS the Carousel is now in operation in the Pavilion;

AND WHEREAS it is the City's present intention to continue to operate the Carousel into the future;

ITEM	7
MANAGER'S REPORT NO.	10
COUNCIL MEETING	95/03/06

-2-

ITEM  
DIRECTOR'S REPORT NO. 2  
COMMISSION MEETING 95/02/01

AND WHEREAS the parties wish to enter into an agreement regarding the Society's ongoing involvement with and support of the Carousel and to ensure that the Carousel, so far as possible, remains public property for the use and enjoyment of the public;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar now paid by each of the parties to the other and for other good and valuable consideration the parties agree as follows:

1. For as long as the Society remains in existence it shall:
  - (a) provide the City with technical and mechanical advice and expert assistance on the maintenance and care of the Carousel;
  - (b) provide the City with advice and assistance on the conservation and upkeep of the horses, decorative panels and other components of the Carousel;
  - (c) carry out fund raising activities for the purpose of the restoration and acquisition of materials, equipment, furnishings and decorative elements of the Pavilion and the surrounding grounds;
  - (d) participate in promoting the Carousel by word of mouth and as appropriate to any occasion, provide volunteers both at the Carousel and off site to inform the public of the Carousel and on major event days provide volunteers to assist with hosting such events;
  - (e) participate in public and school programming by providing docents, speakers and program demonstrators (e.g. carvers);

-3-

- (f) assist the City's curator with historical research and documentation related to the Carousel;
- (g) assist in providing computer hardware, computer programming and the informational content of the donor centre computers and donor displays;
- (h) maintain public liability insurance as required by the City's purchasing agent with the City as a named insured.

2. The City shall support the Society's activities which are carried out on behalf of the City by:

- (a) providing within the Museum space for the Society's regular monthly meetings, its annual general meetings and organizational meetings for fundraising and other matters set out in subparagraphs 1 (a) to (g);
- (b) allowing one booking of the Pavilion by the Society each year free of charge for an annual appreciation event with free rides on the Carousel. Such booking shall be outside of regular public hours.

3. Either party may terminate the rights and obligations of the parties under paragraphs 1 and 2 of this agreement upon giving the other party not less than six months' notice.

4. (a) Should the City at any time decide to:

- (i) close the Museum or cease to operate the Carousel;

(ii) privatize the Museum or any part of the Museum that includes the Carousel; or

(iii) dispose of the Carousel;

ITEM 7  
MANAGER'S REPORT NO. 10  
COUNCIL MEETING 95/03/06

then it shall dispose of the Carousel in accordance with the procedure set out in subparagraphs 4 (b), (c), (d) and (e).

- (b) The City shall first use its best efforts to donate the Carousel to another public museum in Canada which will undertake and agree to keep the Carousel intact and maintain it for the benefit of the public.
- (c) If the City is unable to dispose of the Carousel under subparagraph 4 (b), then it shall use its best efforts to donate the Carousel to another public body in Canada which will undertake and agree to keep the Carousel intact and maintain it for the benefit of the public
- (d) If the City is unable to dispose of the Carousel under subparagraph 4 (c), then it shall offer to donate the Carousel to the National Carousel Association in the United States of America.
- (e) If the City is unable to dispose of the Carousel under subparagraph 4 (d), then it shall sell the Carousel at market value and donate the proceeds of sale to the charity or charities named by a committee of five persons, two of whom shall be appointed by the City and three of whom shall be appointed by the Society; provided that if the Society shall then have ceased to exist, all five members of such committee shall be appointed by the City. The decision of the majority of such committee members shall be binding.

ITEM	7
MANAGER'S REPORT NO.	10
COUNCIL MEETING	95/03/06

-5-

ITEM 7  
 DIRECTOR'S REPORT NO. 2  
 COMMISSION MEETING 95/02/01

- (f) It is the intent of the parties that, so far as it is possible to do so, the Carousel shall remain public property operated for the enjoyment of the public.
- (g) This paragraph 4 shall survive the termination of any other rights and obligations created by this agreement.
5. This agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written.

THE SEAL OF LOWER MAINLAND  
 ASSOCIATION OF FRIENDS OF THE  
 VANCOUVER CAROUSEL WAS  
 HEREUNTO AFFIXED IN THE  
 PRESENCE OF:

\_\_\_\_\_  
 Authorized Signatory

THE CORPORATE SEAL OF CITY OF  
 BURNABY WAS HEREUNTO AFFIXED  
 IN THE PRESENCE OF:

\_\_\_\_\_  
 City Clerk-Authorized Signatory