

# REGIONAL PARKS PARTNERSHIP LETTER OF INTENT

July 2000

A statement setting out the purposes, policies, and procedures agreed between the \_\_\_\_\_ PARK ASSOCIATION AND the GREATER VANCOUVER REGIONAL DISTRICT to facilitate achievement of mutual park stewardship, public service, educational, and community and public participation benefits in the Greater Vancouver Regional District and its regional parks.

## 1.0 DEFINITIONS

- 1.1 GVRD Parks (Parks) - a department of the Greater Vancouver Regional District.
- 1.2 Greater Vancouver Regional District (GVRD) - a body corporate duly incorporated under the laws of the Province of British Columbia and a federation of 21 Lower Mainland municipalities and two electoral areas working together to provide essential regional services and facilities.
- 1.3 Regional Park - a block of land dedicated under the Park (Regional) Act, held by GVRD, as illustrated by the attached Map of \_\_\_\_\_ Regional Park (Schedule 4).
- 1.4 Park Association (Association) - a community-based, self sustaining, non-profit unincorporated or incorporated society with membership open to all residents of GVRD and adjacent areas; formed by regional park users and supporters who together carry out and sponsor activities in GVRD Parks, and who advise and are advised by GVRD Parks on issues and projects in that park.
- 1.5 Regional Parks Forum (Forum) - the partnership coordinating body that facilitates information sharing, training and coordination among Park Associations, supports organization of new park partnership associations and advises GVRD Parks on system-wide programs and policy issues.
- 1.6 GVRD Park Committee (Park Committee) - one of a number of standing committees appointed annually by the GVRD Chairperson to advise the GVRD Board of Directors (GVRD Board) on Regional functions; the Park Committee consists of 17 elected Council members with several Directors on the GVRD Board.

## 2.0 PURPOSE

- 2.1 This Letter of Intent defines the working relationship to be implemented between the \_\_\_\_\_ Park Association and the GVRD; GVRD will recognize and sign a letter of intent with only one partnership association for \_\_\_\_\_ Regional Park, and both parties will be dedicated to the following general goals:

- encourage and enable people of all ages, interests and abilities to support and participate in the Regional Parks program and in \_\_\_\_\_ Regional Park;
- be active in how Regional Parks are developed, cared for, used and protected;
- contribute to new ways Regional Parks opportunities can reach the whole community;
- contribute to community well being and livability for the residents and visitors interested in Regional Parks;
- encourage diverse interests and personal needs and find mutual support and innovative solutions in \_\_\_\_\_ Regional Park for these when there are competing demands;
- undertake public service and park enhancement activities;
- promote citizen stewardship and a community ethic concerning use and conservation of Regional Parks and other natural areas;
- help strengthen community input to Regional Parks planning and decisions-making;
- assist in finding financial and other resources to support mutually agreed-on programs, facilities and services in Regional Parks.

2.2 Consistent with the above, Schedule 3 sets out specific aspirations and activities for \_\_\_\_\_ Regional Park as jointly agreed by Park Associations and GVRD.

### **3.0 MUTUAL COMMITMENTS**

GVRD and the \_\_\_\_\_ Park Association commit to the Vision, Mission, Values and Principles of the Park Partnership Initiative as set out in Schedule 2 and hence both parties:

- 3.1 agree to work together in a non-legal partnership as separate and independent bodies to achieve:
- Trust, respect and integrity;
  - Shared vision, decision-making and responsibility;
  - Open and inclusive communication and practices;
  - Creative and flexible problem-solving; and
  - Encouragement of ideas and procedures whether advanced by the community, the GVRD Park Committee, GVRD Board of Directors or staff.
- 3.2 agree to comply with all applicable laws, bylaws and regulations of all agencies that apply to Regional Parks.
- 3.3 recognize GVRD's statutory responsibility for regional parkland, facilities, infrastructure, public safety and finances; that it cannot delegate its statutory powers, duties and obligations to any organization; and that the GVRD Board makes final decisions on all matters within its jurisdiction including park policy, tax funding, expenditures, regulations on protection of natural and man-made assets and provision of outdoor recreation, and for staff accountabilities and performance.

- 3.4 will undertake joint projects, programs and activities in and for \_\_\_\_\_ Regional Park according to mutually agreeable timetables and agreement on necessary financing, in-kind donations and fundraising.
- 3.5 acknowledge that projects requiring GVRD Park Committee and GVRD Board approval must go through a formal decision process and therefore staff and the Park Association will strive to make communications and all citizen input and preference as clear, complete and timely as possible (see Schedule 5, project approval process).
- 3.6 agree to work together in preparing a park management plan (where one is needed), especially to collaborate in obtaining broad public input, for adoption by the Park Committee and GVRD Board.
- 3.7 agree to develop clear roles and communication steps in general and for specific park projects.
- 3.8 acknowledge that any citizen or organization has a right to make proposals or requests regarding \_\_\_\_\_ Regional Park and to appear before the Park Committee and GVRD Board and both undertake to inform each other of such third party initiatives.
- 3.9 agree to establish common practices for volunteers and staff on joint projects.
- 3.10 agree to undertake for new park improvement projects, activities and programs the analysis required to establish safety and quality of work standards, time frames, and processes for resolving substandard work and jointly evaluating each project upon completion.
- 3.11 agree to establish mechanisms including training, communication and practices that minimize program and project risk and which ensure that activities, services and work parties observe GVRD and all other applicable safety and health standards.
- 3.12 agree to establish specific communication channels to clarify and resolve partnership issues.
- 3.13 agree to record, for both parties, discussions and decisions reached on important procedural and policy matters, each to maintain them as attachments to this Letter of Intent.
- 3.14 agree that each party is entitled to speak only on behalf of itself and not the other party, on matters of opinion, policy issues and new proposals for use, protection, and development in \_\_\_\_\_ Regional Park, and to make this as clear as possible in external communications.
- 3.15 agree to abide by the security check procedures implemented by GVRD for all individuals working with children in GVRD Parks as required by GVRD policy or as otherwise required by law. GVRD and the \_\_\_\_\_ Park Association will jointly identify the

volunteer positions and jobs which require security checks; if the parties are unable to agree GVRD's determination will be conclusive. GVRD will pay for each security check required.

#### **4.0 PARK ASSOCIATION COMMITMENTS**

The \_\_\_\_\_ Park Association:

- 4.1 will work together with GVRD Parks to facilitate park specific opportunities for all citizens to participate while striving to balance stewardship, conservation, education and recreation interests within the scope of both the \_\_\_\_\_ Park Management Plan and GVRD Parks system wide objectives.
- 4.2 adopts \_\_\_\_\_ Regional Park as its primary area of activity and interest and acknowledges the following affiliations and commitments.
- 4.3 will seek to involve a broad range of member groups and individuals and that whatever membership targets are set that these will reflect its diverse community, the capabilities and activities of \_\_\_\_\_ Regional Park.
- 4.4 will meet requirements and obligations of the BC Society Act and its own Constitution and Bylaws (Schedule 1), which constitution and bylaws shall be compatible with the Parks Partnership Initiative guiding principles (Schedule 2) and GVRD policy.
- 4.5 will each year appoint a representative and alternate to the Regional Parks Forum and will select further representatives to Forum working groups consistent with the priorities agreed to by the Park Associations.
- 4.6 agrees that partisan political activity on behalf of an individual, political party or government is not a role of the Park Association, and that if the Park Association wishes to take such action this Letter of Intent will be terminated; nevertheless it is understood that the \_\_\_\_\_ Park Association will be an active advocate for programs and policies which support the Park Association's aims and requirements.
- 4.7 will inform and refer to staff the proponents of all new projects, especially those that involve occupancy of land or buildings, construction of new facilities, and activities that involve any interpretation of or change in policy affecting \_\_\_\_\_ Regional Park.
- 4.8 recognizes that all GVRD employees in all positions have legal and employment obligations to GVRD and that instructions, work priorities, and complaints must be dealt with by their direct supervisor.

#### **5.0 GVRD COMMITMENTS**

The Greater Vancouver Regional District:

- 5.1 supports the Partnership Initiative as applied in \_\_\_\_\_ Regional Park and understands that it is a community-led process, based on community priorities and ideas.
- 5.2 recognizes that the \_\_\_\_\_ Park Association is an incorporated body with specific goals and responsibilities to its members in addition to those obligations it has taken on for \_\_\_\_\_ Regional Park.
- 5.3 will assist the \_\_\_\_\_ Park Association in its early development through staff time, facilitation, seed funding, promotional support and Association Board training activities.
- 5.4 will, through the Area Superintendent in consultation with the Park Association, annually determine the staff and material resources allocated to support the ongoing activities and projects of the \_\_\_\_\_ Park Association.
- 5.5 consistent with GVRD's formal Conflict of Interest Policy, accepts that GVRD Parks employees may volunteer to assist Park Association activities in non-work periods and may apply to become members of a Park Association upon application to the appropriate Area Superintendent whose decision shall be subject to the concurrence of the Department Manager.
- 5.6 will cover Park Association members and volunteers under GVRD's self-insured comprehensive general liability program which indemnifies GVRD volunteers against 3<sup>rd</sup> party general liability when the approved volunteer work is on GVRD property or is incurred in specifically off-site activities. This coverage extends to directors and officers of the \_\_\_\_\_ Park Association when undertaking approved projects as described and covered by this letter of intent.
- 5.7 will insure Park Association volunteers under its Accidental Death and Dismemberment Policy coverage when the sanctioned volunteer work is on GVRD property or is incurred in specifically designated off-site activities.
- 5.8 will not formally consider new projects advanced by outside organizations and individuals for \_\_\_\_\_ Regional Park until reviewed with the Park Association, and community based project proponents will be encouraged to work with the Park Association.
- 5.9 will ensure that reports or submissions by Park staff or others that are contrary to the \_\_\_\_\_ Park Association position or recommendations will be referred to and that all reasonable efforts will be made to discuss these with the \_\_\_\_\_ Park Association executive prior to submission to the GVRD Park Committee.
- 5.10 where an individual or community group operates within \_\_\_\_\_ Regional Park under a written or informal agreement established prior to the Association's formation may

continue this arrangement; however, GVRD will inform the Association and will seek its advice on any future activities and changes in the working relationship.

- 5.11 will not enter into new formal arrangements with any new or existing community group or individual in \_\_\_\_\_ Regional Park without due notice and involvement of the \_\_\_\_\_ Park Association;
- 5.12 will require any group or individual which occupies property in \_\_\_\_\_ Regional Park to maintain membership in the \_\_\_\_\_ Park Association.
- 5.13 will inform the \_\_\_\_\_ Park Association of new policy and project proposals originating from staff for its comment prior to recommendations going forward to Park Committee.

## **6.0 TERMS OF AGREEMENT**

This Letter of Intent (LOI) shall operate under the following provisions and procedures:

- 6.1 the LOI confirms the parties' intention to work effectively together within the context of the \_\_\_\_\_ Park Management Plan where such a plan exists.
- 6.2 the LOI shall be in effect for an initial term of two years from the date of execution, and may be extended for further two year periods after review by both parties of the terms of the LOI and planned activities and outcomes for the further time period.
- 6.3 may be replaced by a formal Contract or Agreement between the parties to deal with expanded responsibilities of the \_\_\_\_\_ Park Association such as occupancy and/or operation and management of special on-site programs and facilities.
- 6.4 provides that should there be a dispute, either party may ask for a review by the Chairperson of the Regional Parks Forum, Chairperson of the \_\_\_\_\_ Park Association and the Manager, Regional Parks; failing agreement the issue will be referred to the GVRD Park Committee whose decision will be the final GVRD position.
- 6.5 both parties will annually review and evaluate the working relationship between the \_\_\_\_\_ Park Association and GVRD Parks, the results to be considered during the next LOI renewal and communicated to the Regional Parks Forum to contribute this experience to other partners and Park Associations.

6.6 If either party is not satisfied with the results and conditions of this Letter of Intent, 30 days written notice of the intent to terminate it will be given to the other party.

\_\_\_\_\_  
President, Park Association

\_\_\_\_\_  
Chair, GVRD Park Committee

\_\_\_\_\_  
Secretary, Park Association

\_\_\_\_\_  
Area Superintendent, GVRD Parks

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule 1**

CONSTITUTION OF THE \_\_\_\_\_ PARK ASSOCIATION SIGNING THE LETTER OF INTENT.

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**Schedule 2**

PARK PARTNERSHIP INITIATIVE  
VISION, MISSION, VALUES AND PRINCIPLES

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**Schedule 3**

Will set out objectives and priorities specifically developed for the Park Partnership Initiative in \_\_\_\_\_ Regional Park.

Will include specific needs, interests, limits, etc. that reflect the following sections in the Letter of Intent and any other specifics jointly agreed to.

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|----------|------|------------------------------------------|
| Sections | 2.1  | Purposes                                 |
|          | 3.4  | Joint Projects and activities            |
|          | 3.5  | Risk management plan                     |
|          | 3.10 | Safety and quality standards (if needed) |
|          | 3.11 | Communications (if any when needed)      |
|          | 4.1  | Commitments and short-term goals         |
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**Schedule 4**

Map of \_\_\_\_\_ Regional Park