

JOINT USE OPERATING AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20__

BETWEEN:

THE CITY OF POWELL RIVER, having an office at 6910 Duncan Street, Powell River, British Columbia,
(hereinafter called the "City")

AND:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 47 (POWELL RIVER), having an office at
4351 Ontario Avenue, Powell River, British Columbia,
(hereinafter called the "School District")

WHEREAS:

- A. It is the purpose of the City to develop, construct, operate and maintain parks and recreation facilities for parks, recreation, and culture purposes, and to organize and administer public recreation programs.
- B. The School District has adopted a policy of making school buildings and grounds available for community recreation purposes, provided there is no conflict with the operation of school activities.
- C. It is the wish of the City and the School District to use all these facilities for the maximum benefit of the community and the Parties agree to act openly, fairly, bona fide and in the utmost good faith with each other and accordingly agree, from time to time, as far as each may legally do so, to execute and deliver to each other such documentation and do such acts as may be required reasonably carry out the principles of this agreement.
- D. Maximum use of land and facilities should result in the most economical provision of school and public recreation facilities and programs,
- E. It is the opinion of the City and the School District the gross cost of providing school and recreation facilities and programs will remain similar to the present cost under existing programs and conditions.

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the shared use of City facilities, sport fields and school facilities, the Parties agree as follows:

1. DEFINITIONS

- 1.1. In this Agreement, unless there is something in the context that is inconsistent therewith the following terms shall be interpreted as having the following meanings:
 - a) "Agreement" means this Agreement and Schedules "A" which are attached to and form part of this Agreement
 - b) "City" means the City of Powell River, a municipal corporation, and its successors and assigns.
 - c) "Joint Use Facilities" means those facilities designated by the Parties and listed in Schedule A.

- d) "Moveable Equipment" means equipment that is portable in nature and designed to aid in the execution of scheduled programs or activities. Examples are basketballs, hockey nets, pucks, volleyball nets, sports balls.
- e) "Parties" means the entities signing the Agreement collectively and Party shall mean one (1) of the signatories.
- f) "School District" means the Board of Trustees of the Powell River School District No. 47 and any successor board or authority
- g) "Sports Fields" means open space on City or School District land that has been developed to accommodate recreation activities
- h) "User Group" means any school or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Facilities.

2. TERM

- 2.1. This agreement will be in effect for a 3-year period beginning _____.

3. SCHEDULES

- 3.1. The following is the list of Schedules to this Agreement:

- a) Schedule "A" Joint Use Facilities
 - City of Powell River Facilities
 - Sports Fields
 - School District Facilities

4. GOVERNANCE

- 4.1. This agreement will be administered by a Joint Use Liaison Committee composing of the following members:

- a) City
 - Director of Parks, Recreation & Culture
 - Manager of Recreation
- b) School District
 - Secretary - Treasurer
 - Superintendent of Schools

- 4.2. The responsibilities of the Joint Use Liaison Committee are:

- a) Administer the Agreement between the School District and the City regarding the Reciprocal Use of Facilities.
- b) Review and report on plans for the development of present and future schools, recreation facilities and park lands.
- c) Discussion of matters of mutual concern regarding Joint Use of facilities.
- d) The Committee will meet annually to review the agreement.

5. ACCESS TO SITE AND FACILITIES

- 5.1. The **School District** grants to the City, the right to operate part time recreational activities in school facilities (as outlined in Appendix "A") within City boundaries, without cost except where additional custodial expenses involved for hours outside those agreed upon. When schedules

conflict, suitable arrangements will be made between the Parks, Recreation and Culture Department and the School Administrator. A minimum of 5 working days' notice will be provided to the City should a conflict occur. If arrangements are in dispute, a decision of the Superintendent of Schools will be final and binding.

- 5.2. The **City** grants to the School District, the right to use Parks, Recreation and Culture facilities (as outlined in Appendix "A"), without cost, between the hours of 9:00am and 3:30pm on prescribed school days. The School District will pay to the City the Cost of instruction, supervision, skate shop attendant and skate rentals when such services are required but will pay no other costs. When schedules are in dispute, a minimum of 5 working days' notice will be provided to the School District should a conflict occur. If arrangements are in dispute, a decision of the Director of Parks, Recreation & Culture will be final and binding.

6. PRIORITIES FOR USE

6.1. Under this Agreement, the following priority booking process will be adhered to:

a) For City Facilities:

1. Recreation activities within the City mandate
2. School District Functions & Activities

b) For School District Facilities:

1. School District Functions & Activities
2. Recreation activities operated through the City, including community use.

6.2. Neither party shall unreasonably disrupt the other party's planned use of a facility wherever possible.

7. APPROPRIATE USE OF FACILITIES

7.1. The Joint Use Liaison Committee shall be responsible to determine which uses are appropriate for the School District and City facilities.

7.2. The parties agree that the uses authorized for the School District and City facilities shall be appropriate for the specific facility involved and shall be such as to not damage or degrade the facilities beyond normal wear and tear.

7.3. In all cases, users of the Joint Facilities shall be responsible for supervising their own activities

7.4. Smoking:

a) Is not permitted on or in any of the Joint Facilities.

7.5. Alcohol:

a) The City and School District agree to ensure that all users of the Joint Facilities abide by the current City and School district policies and practice with respect to persons consuming alcohol on City and School District Policy.

8. USE OF EQUIPMENT AND MATERIALS

8.1. The School District and the City agree that each party may use the other party's Moveable Equipment or any jointly owned equipment provided that the use is authorized by the School District and Director of Parks, Recreation & Culture. The party using the equipment shall be responsible for all liability and costs, including repair/replacement costs, associated with the use of the other party's equipment.



- 8.2. For after school City programs that run on a regular basis, the School District may provide limited storage to the City for its supplies/equipment, subject to availability.

9. SCHEDULING

- 9.1. The principle goal of scheduling the Joint Facilities will be to achieve the best possible use by all potential school based, or public, user groups for the mutual benefit of the parties and their publics.
- 9.2. The Priorities of Use (Section 6.0) will be adhered to during the scheduling process.
- 9.3. All bookings for School District gymnasiums and sports fields must be arranged through the School District.
- 9.4. All bookings for City of Powell River joint use facilities must be arranged through the City's Parks, Recreation & Culture Booking Clerk.
- 9.5. School District Joint Use Facility availability:
 - a) Gymnasium:
 - The School District will make its facilities available to the City, without cost, for use on weekdays from 6:00pm - 10:00pm (when available) with special arrangements to be made for youth groups after 3:30pm.
 - School Gyms are not available on weekends unless special arrangements are made and approved by the School Administrator.
 - b) Classrooms/Multipurpose Rooms:
 - Bookings of classrooms, multipurpose rooms and common areas must be arranged directly through the individual school administrator.
- 9.6. City Joint Use Facility availability:
 - a) The City agrees to make its facilities available to the School District, without cost, between 8:30am and 3:30pm on prescribed school days or at other times as requested by the School District (subject to availability).
- 9.7. The Parties hereto acknowledge that there are times and circumstances wherein the said facilities shall not be in use (nor capable of being used) to:
 - a) Provide for the operating maintenance of the facility which shall occur whenever possible at an inactive time;
 - b) To repair or rectify damage to the facility;
 - c) Reconstruct part of the facility;
 - d) Construct or complete additional new facilities;
 - e) Accommodate emergency entry or closure due to an act of God or other unexpected events.
- 9.8. And the parties agree that they shall allow such interruptions if the same is reasonable to allow for the realization or the achievement of any of the objectives cited in (a) to (e) inclusive, and no demand shall be made by any party for:
 - a) Alternate facilities during the period of interrupted use; or
 - b) Any compensation or other benefit arising from or in any way related to the interruption in use.

10. CITY BOOKING DEADLINES

- 10.1. Booking deadlines for use of City of Powell River Recreation Facilities must be met to qualify for priority use status. Deadlines vary from one facility type to another. Applications for use of City of Powell River Recreation Facilities will be accepted from the School Districts after these dates and permission will be granted subject to availability
- a) Ice Arenas:
 - Fall/Winter Program (September - March) - booked by June 15th
 - Spring Program (April - June) - booked by February 1st
 - b) Aquatic Centre:
 - Fall Program (September - December) - booked by September 15th
 - Winter Program (January - March) - booked by November 1st
 - Spring Program (April - June) - booked by February 1st
 - c) Evergreen Theatre:
 - Fall, Winter & Spring Programs (September - June) - booked by June 15th
 - d) City Parks:
 - Fall Program (September - December) - booked by June 15th
 - Winter Program (January - March) - booked by November 1st
 - Spring Program (April - June) - booked by February 1st
- 10.2. Staffing costs for lifeguards, Skate Shop Attendant and theatre technicians for special events will be charged at current union rates at the time of booking.

11. SCHOOL DISTRICT BOOKING DEADLINES

- 11.1. Booking deadlines for use of School District Facilities must be met to qualify for priority use status. Deadlines vary from one facility type to another. Applications for use of School District Facilities will be accepted from the City after these dates and permission will be granted subject to availability
- a) Gymnasiums & Multi-Purpose Rooms:
 - Fall Program (September - December) - booked by July 15th
 - Winter Program (January - March) - booked by October 15th
 - Spring Program (April - June) - booked by December 15th
 - b) Sports Fields:
 - Fall Program (September - December) - booked by July 15th
 - Winter Program (January - March) - booked by October 15th
 - Spring Program (April - June) - booked by December 15th
 - Summer Program (July - August) - booked by February 15th

12. BOOKING PROCEDURES

- 12.1. Requests received after booking deadlines will be subject to availability and made on a first come, first serve basis.
- 12.2. Confirmed rentals will be issued a Facility Use License which must be signed prior to facility use.



13. IMPROVEMENTS, DAMAGE, AND MAINTENANCE

- 13.1. Each party shall be responsible for the maintenance of their respective facilities. Each party will be solely responsible as it relates to the maintenance and upkeep of their own facility when being used.
- 13.2. Users of the Joint Facilities shall be held responsible for any damages incurred while using the respective facilities.
- 13.3. Subject to the written approval of the Superintendent of Schools, or his/her designated representative, the City may improve School District grounds, athletic fields, and playground areas (including installation of recreation equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate addenda to this agreement.
- 13.4. Subject to the written approval of the Director of Parks, Recreation & Culture, or his/her designated representative, the School District may improve park facilities (including installation of school equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate addenda to this agreement.
- 13.5. The parties will consult each other in the planning and design development of new construction or the significant remodeling of existing facilities. The purpose of this participation shall be to provide input on facilities development, to explore opportunities to create multipurpose facilities, and partnerships to avoid unnecessary duplication of facilities and to facilitate permitting of construction projects.

14. Termination

- 14.1. Notwithstanding anything herein contained, the City of Powell River may terminate this Agreement upon providing the School District with at least two (2) years written notice of such termination.
- 14.2. Notwithstanding anything herein contained, the School District may terminate this Agreement upon providing the City of Powell River with at least two (2) years written notice of such termination.

15. Documents

- 15.1. The parties agree to execute such further and other documents and to perform such acts and deeds as may be reasonably necessary to give effect to the true intent and meaning of this agreement.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement in the presence of their duly authorized signing officers on the day and year first above written,

THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 47
by its authorizes signatories:

CITY OF POWELL RIVER
by its authorized signatories:

Secretary - Treasurer
Steve Hopkins

Director of Parks, Recreation & Culture
Ray Boogaards



Joint Use Operating Agreement

Schedule A

City of Powell River Facilities

Dates and times that specific facilities will be available for use is determined on an annual basis. The City will determine what activities can be accommodated in each location.

ARENAS, AQUATIC CENTRE, THEATRE

Powell River Recreation Complex
Dwight Hall

LOCATION

5001 Joyce Ave.
6274 Walnut Street

SPORTS FIELDS & PARKS

JP Dallos Field
Larry Gouthro Park
Timberlane Park
Sunset Park - Upper
Sunset Park - Lower
Willingdon Beach Park
D.A. Evans Park
Tennis Club

LOCATION

6970 Egmont Street
4726 Manson Avenue
5400 Timberlane Avenue
6211 Lois
6211 Lois
4815 Marine Ave
Cranberry Street
Marine Avenue

The Board of School Trustees of School District NO. 47 (Powell River) Facilities

Dates and times that specific facilities will be available for use is determined on an annual basis. The School District will determine what activities can be accommodated in each location.

SCHOOLS

Edgehill Elementary School
Henderson Elementary School
James Thomson Elementary School
Kelly Creek Community School
Westview Elementary School
Brooks Secondary School
Oceanview Education Centre
Outdoor Learning Centre

LOCATION

7312 Abbotsford Street, Powell River
5506 Willow Avenue, Powell River
6388 Sutherland Avenue, Powell River
2341 Zilinsky Road, Powell River
3900 Selkirk Ave, Powell River
5400 Marine Ave, Powell River
7105 Nootka Street, Powell River
Haywire Bay (subject to availability)

Reference: Sections 22, 23, 65, 85 School Act
Liquor Control and Licensing Act

Adopted: February 24, 1998
Reviewed: October 10, 2017
Revised: November 21, 2017; May 18, 2022