



STAFF REPORT TO COUNCIL COMMUNITY SERVICES

1100 Patricia Boulevard, Prince George, B.C., V2L 3V9

DATE: June 16 2011
TO: MAYOR AND COUNCIL
FROM: BRAD BECKETT, MANAGER RECREATION & CULTURAL SERVICES
SUBJECT: City/School District #57 – Shared Use Agreement
ATTACHMENT(S): Shared Use Agreement

RECOMMENDATION(S):

1. **THAT the Staff Report be received.**
2. **THAT Council approve the Shared Use Agreement renewal for another 5 year term.**
3. **THAT the Mayor and the City Corporate Officer be authorized to sign the Shared Use Agreement.**

PURPOSE:

The City of Prince George and School District #57 have had a long term partnership that includes optimizing facilities for community use through a Shared Use Agreement. This agreement focuses on community use of school property and school use of City property.

The schools provide neighborhood based gathering places for low cost public recreational use during non school hours. This reduces the priority for City owned and operated neighborhood based recreation centres. The City recreational facilities provide the School District with curricular and extra-curricular opportunities that enhance educational, social and physical well being of our community's youth.

In 2010, with City support, eight (8) Community Associations hosted 241 low cost recreation programs and some 50-60 other organizations continue to provide additional low cost, and volunteer led, recreation opportunities on various school properties. Total booking hours of school properties was over 15,000 hours.

The existing 5 year agreement will expire on August 31, 2011. A clause exists for an extension of an additional 5 years.

POLICY / REGULATORY ANALYSIS:

The Shared Use Agreement relates to the Sustainable Finance Policy. This policy refers to balancing the need and desire for major capital expenditures against the ability to fund them. By sharing, access to major facilities is accomplished without duplication of services. The agreement allows for subsidized use of facilities to provide a significant public benefit in the areas of inclusion, healthy living and building stronger neighborhoods.

STRATEGIC PRIORITIES:

The Shared Use Agreement between the City of Prince George and School District # 57 contributes towards the following Strategic Priorities:

- Building Stronger Neighborhoods
- Improving Our Health and Safety
- Increasing Civic Pride
- Continuing Progressive and Responsible Fiscal Management
- Creating an Inclusive Community
- Strengthening Intergovernmental Relations

FINANCIAL CONSIDERATIONS:

In the mid 90's, following a lengthy public input process, Council, agreed to contribute \$200,000 towards the cost of community use of school facilities. This annual shared use fee assists the School District with building costs by allowing it to keep the facilities open for community use in non school hours. School use bookings are coordinated through a dedicated City staff member. All community youth related programs are free of charge from Monday-Friday. User fees apply to Adult nonprofit program bookings and Commercial recreation bookings. Payments remain with the City with the exception of any additional custodial costs. In this case the City charges the user group at the applicable School District custodial rate and the equivalent cost of this service is paid back to the District to cover the wage.

As our community ages and changes, the impact on schools has resulted in some closures. This has been challenging for some neighborhoods, however the \$200,000 annual shared use fee remains a good value based on the current allocation of community usage of School District facilities (\$200,000/15,000 hrs = \$13.34hr). In some cases re-structuring of schools, has created new opportunities for additional community use. For example, John McInnis Centre is now available 12 months per year for community use rather than just the regular school calendar months.

Throughout the 90's, the number and quality of City facilities grew and the school use of City facilities also increased. The City does not charge rental rates for school bookings, which typically occur in non prime time hours at City facilities, but has the ability to charge additionally for services over and above normal use requirements. The ability to charge these additional fees offsets costs associated with increased school demand on civic recreation facilities.

ALTERNATIVES:

Many communities have separate school facilities and civic facilities in neighborhoods. This model is an option however it is very expensive from a capital and operating perspective. The communities with separate neighborhood based recreation facilities and schools are being challenged to sustain this infrastructure as community's age and change.

SUMMARY AND CONCLUSION:

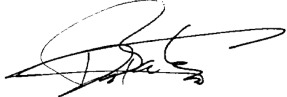
Prince George's long lasting recreation delivery system and Shared Use Agreement is one that many communities in the province are looking at as a more sustainable model. Our agreement is often envied and is recognized by the British Columbia Recreation and Parks Association as one of the best examples in the province. A renewed 5 year Shared Use Agreement is therefore recommended to continue the enhancement of quality of life opportunities in our community.


Respectfully submitted:



Brad Beckett, Manager Recreation and Cultural Services
250-561-7654

To: Mayor and Council





DRAFT

SHARED USE AGREEMENT

THIS SHARED USE AGREEMENT MADE as of the ____ day of _____, 2011

BETWEEN

THE CITY OF PRINCE GEORGE, a municipal corporation having offices at 1100 Patricia Boulevard, Prince George, British Columbia, V2L 3V9;

(Hereinafter called the “City”)

OF THE FIRST PART

AND:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 57 (PRINCE GEORGE), having offices at 2100 Ferry Avenue, Prince George, British Columbia, V2L 4R5;

(Hereinafter called the “School District”)

OF THE SECOND PART

WHEREAS:

- A. The City has, on various sites, the title of which is vested in or held by the City or leased by the City from the Crown in right of the Province, constructed, maintained and operated facilities for community use, including park and recreational uses (the City facilities for school use).
- B. The School District has, on various sites, the title of which is vested in or held by the School District, constructed, maintained and operated facilities for school district use, including park and recreational uses (the School District facilities for community use).
- C. It is the mutual intention of the City and the School District to avoid duplication of facilities for community use, including land, buildings, equipment and programs, and to make and promote better use of City facilities for use by the School District and School District facilities for community use to optimize recreation and leisure opportunities for the entire community.

- D. Section 23 of the Community Charter, being Chapter 26 of the Statute of British Columbia 2003, and Section 86 (1) (b) and Section 98 (2) of the *School Act*, of the Revised Statutes of British Columbia 1996 and amended thereto, provide that the City and the School District, with the approval of the Minister of Education, may enter into an agreement for the purposes of jointly constructing, maintaining, operating or using or contributing to the cost of the construction, maintenance or operation or use of facilities for community uses on a site the title of which vests in or is held by the City or the School District or on a site leased by either of them from the Crown in right of the Province.
- E. Subject to the terms and conditions contained in this agreement, the City gives the School District the non-exclusive permission, liberty and license to occupy, and use such of the City facilities for School District use as are set out in License Area Schedule “A” hereto, and subject to the terms and conditions contained in this agreement, the School District gives the City the non-exclusive permission, liberty and license to occupy, and use such of the School District facilities for community use as are set out in License Area Schedule “B” hereto when school is not in session and school activities are not being carried on and provided that the School District shall have precedence over the City with respect to the use of School District facilities for community use and the City shall have precedence over the School District with respect to the use of City facilities for school use.
- F. Neither this document nor anything done by either the City or the School District will in any way constitute or be construed as constituting each other as a tenant or in any way create a legal relationship of landlord and tenant between each party.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained the City and School District COVENANT AND AGREE as follows:

1. The City and the School District shall, with the intention of optimizing the use of facilities for community use, cooperate in and coordinate the planning and programming of curricular, extra-curricular and community use of those City facilities for School District use as set out in Schedule “A” hereto and those School District facilities for community use as set out in Schedule “B” hereto.
2. Subject to the provisions of Schedule “C” attached hereto, the City may operate and carry on community recreation and leisure programs:
 - a) in building facilities described in Schedule “B” each day of the week at times prescribed in Schedule “C”.
 - b) on field facilities described in Schedule “B” each day of the week at times prescribed in Schedule “C”.

unless any building or facility set out in Schedule “B” hereto is required by the School District for curricular or extra-curricular school activities and, in such event, the School District shall give notice in writing to the City of such required use not less than sixteen (16) days prior to the date thereof.

3. The School District may operate and carry on curricular and extra-curricular school activities on and in facilities set out in Schedule “A” hereto between the hours of 9:00 a.m. and 8:00 p.m. on school days, unless any such facility is required by the City for community recreation or leisure purposes and, in such event, the City shall give notice of not less than sixteen (16) days prior to the date thereof.
4. The School District may use the facilities set out in Schedule A hereto for such annual or biannual events as science and career fairs, fine arts festivals, graduation exercises, graduation banquets, and like uses provided that:
 - the School District shall give notice in writing to the City of such required use not less than twelve (12) months prior to the date thereof;
 - the facilities have not been previously rented; and
 - no trade show, conference or convention rents the facility twelve (12) months prior to the date of the proposed School District event.

The City may require a deposit from the School District at an amount not to exceed the lesser of the cost for custodial services or the same deposit as it requires for similar uses of the same facility from any other user.

5.
 - a) In the event that the City provides any services that are requested by the School District and are totally labor intensive for any curricular or extra-curricular school activities operated or carried on or in the facilities set out in Schedule “A” hereto, the School District shall pay to the City the actual cost thereof. Such costs are listed in Schedule “E” Summary of Fees and Costs.
 - b) In the event that the School District provides any services that are requested by the City and are totally labor intensive for the use of any facility set out in Schedule “B” hereto, the City shall pay to the School District the actual cost thereof. Such costs are listed in Schedule “E” Summary of Fees and Costs.
 - c) Invoicing for Fees and Costs listed in Schedule “E” for any facility set out in Schedules “A” and “B” shall be made on the last day of each month.
6. The use by the School District of any facility set out in Schedule “A” hereto during the use period provided in paragraph 3 and the use by the City or any community group or organization of the facilities set out in Schedule “B” hereto during the use period provided in paragraph 2, shall be scheduled and booked only through the Community Services Department of the City and the City shall designate an officer, official or employee to act as booking agent for the purpose of this paragraph and advise the School District in writing of such designation and any change thereof .
7. The City shall be responsible for the interior and exterior maintenance of all facilities set out in Schedule “A” hereto and used by the School District pursuant to the provisions hereof, and the School District shall only be liable for the cost of repair of any damage caused to such facility arising out of misuse by the School District or any student, employee or volunteer.

8. The School District shall be responsible for the interior and exterior maintenance of all buildings set out in Schedule “B” hereto and used by the City pursuant to the provisions hereof, and the City shall be liable only for the cost of repair and any damage caused to such buildings arising out of misuse by the City or any user group or organization that has arranged a use under this agreement.
9.
 - a) The City may establish rules of conduct for the use of the facilities set out in Schedule “A” hereto and, on being informed of the rules of conduct, the School District shall observe those rules of conduct and communicate those rules of conduct to any student, employee or volunteer who makes use of those facilities. Any violation of such rules of conduct shall forthwith be reported by the City to the School District.
 - b) The School District may establish rules of conduct for the use of the facilities set out in Schedule “B” hereto and, on being informed of the rules of conduct, the City shall observe those rules of conduct and communicate those rules of conduct to any group or organization who makes use of those facilities. Any violation of such rules of conduct shall forthwith be reported by the School District to the City.
10. The Agreement shall be administered by a Shared Use Administration Committee (hereinafter called the “Committee”) which shall be comprised of two delegates each from the City and the School District. The Committee shall involve others within their respective organizations should the need arise. The Committee shall meet at least once annually to discuss the administration of the agreement, potential facility additions, closures or restructuring and recommend an appropriate fee structure for the use of the facilities contained in Schedule “A”, Schedule “B” and Schedule “E”.
11. In the event that the parties cannot agree on the settlement of an annual fee, this agreement may be terminated by either party on 30 days notice and the agreement shall be terminated on the 31st. day following delivery of such notice.
12. The administrative staff of the City and the School District shall consult with each other from time to time regarding the development and funding of present and future school and recreational facilities. Where appropriate, the staff of the City and the School District shall consult in the planning, development and implementation of recreation and leisure education programs and opportunities. Schedule “D” (Shared Use Protocol) hereto sets forth administrative responsibilities, which will govern the arrangements between the parties.
13. The City and the School District agree to consultation in the development of future capital projects on a project by project basis. Future capital projects shall be included in the appropriate schedule as a separate facility.
14. The City may contribute capital funds for the development of playgrounds. Upon completion, all playgrounds developed on School District property will be maintained by the School District.

15. The School District agrees to indemnify and save the City, its officers, officials, employees, servants, agents and contractors harmless from any and all claims arising out of the School District's use and occupation of the facilities set out in Schedule "A" hereto.
16. The City agrees to indemnify and save the School District, its officers, employees, servants, agents, and contractors harmless from any and all claims arising out of the City's use and occupation of the facilities set out in Schedule "B" hereto or use of such facilities by users.
17. This agreement shall be in effect for an irrevocable period commencing September 1, 2011 until August 31, 2016. Effective September 1, 2015 the agreement may be extended for an additional 5 years expiring on August 31, 2020. During this period, a notice of one year must be provided should one of parties wish to alter or terminate the agreement.
18. This Agreement may also be terminated at any time by mutual agreement.

THE CORPORATE SEAL of the CITY OF PRINCE GEORGE hereunto
affixed in the presence of:

by: _____
MAYOR

by: _____
CORPORATE OFFICER

THE CORPORATE SEAL OF THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)
was hereunto affixed in the presence of:

by _____
CHAIRPERSON

by: _____
SECRETARY TREASURER

SCHEDULE A CITY OF PRINCE GEORGE FACILITIES

- Kin I
 - Kin II
 - Kin III
 - Elksentre
 - Coliseum
 - Four Seasons Leisure Pool
 - Prince George Civic Centre
 - CN Centre
 - Prince George Aquatic Centre
 - Masich Place Stadium
-

- Blackburn Park (1) Sand Volleyball Court, (2) Ball Diamonds, (3) Tennis Courts
- Carrie Jane Gray Park (3) Tennis Courts
- City of Prince George Nature Parks
- City of Prince George Tot Lots
- City of Prince George City Parks
- Clearwood Park (1) Tennis Court
- * College Heights Secondary School (4) Ball Diamonds, (4) Tennis Courts
- DP Todd Secondary School (1) Sportsfield, (3) Tennis Courts
- Eaglenest Park (3) Tennis Courts
- Edgewood Park (1) Sportsfield/Ball Diamond
- Fairburn Park (3) Tennis Courts
- Fort George Park (2) Sand Volleyball Courts, (2) Tennis Courts
- Glenview Park Centennial Ball Diamond (1) Ball Diamond
- Gordon Bryant Park (1) Ball Diamond
- Harper Park (1) Ball Diamond
- Harwin Elementary School (3) Tennis Courts
- * Heather Park Elementary (1) Sportsfields, (4) Basketball Courts
- Heritage Elementary School (1) Sportsfield
- Ingledew Park (1) Ball Diamond
- John McInnis Service Centre (3) Tennis Courts
- Kelly Road Secondary School (4) Tennis Courts
- Lac des Bois (3) Tennis Courts
- Malaspina Park (1) Ball Diamond, (3) Tennis Courts
- North College Park (3) Tennis Courts
- Quinson Park (3) Tennis Courts
- Parkridge Heights Park (1) Ball Diamond
- Ridgeview Park (3) Tennis Courts
- South Fort George Elementary School (3) Tennis Courts
- Strathcona Park (1) Sportsfield, (1) Ball Diamond
- Van Bien Elementary School (3) Tennis Courts
- Vanier Park (3) Ball Diamonds
- Vanway Elementary School (2) Tennis Courts, (1) Changeroom
- Westwood Elementary School*** (3) Tennis Courts

***The above facilities are maintained by the City. This includes lights, nets, custodial, and general maintenance.

* **College Heights Secondary Trail and Ball Diamond Complex**

The City is responsible for light maintenance including power charges, infield diamond maintenance, building maintenance, litter barrels along trail, insurance for building and scheduling of facility after 5 p.m. Monday to Friday; 7 a.m. to 11 p.m. on weekends.

School District No 57 (Prince George) is responsible for field turf, backstop, irrigation maintenance, trail maintenance, and biannual sweeping.

* **Heather Park Elementary**

The City is responsible for the maintenance of the sports field and turf.

School District is responsible for maintenance and upkeep of the basketball court and parking lot.

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SCHEDULE B

SCHOOL DISTRICT FACILITIES

- College Heights Secondary
- Duchess Park Secondary
- Kelly Road Secondary
- PGSS (Excluding Vanier Hall)
DP Todd Secondary
- John McInnis Centre
- Aboriginal Choice School
- Beverly Elementary
- Blackburn Elementary
- College Heights Elementary
- Edgewood Elementary
- Foothills Elementary
- Glenview Elementary
- Hart Highlands Elementary
- Harwin Elementary
- Heather Park Elementary
- Heritage Elementary
- Highglen Montessori
- Lac des Bois
- Malaspina Elementary
- Peden Hill Elementary
- Pinewood Elementary
- Quinson Elementary
- Ron Brent Elementary
- Southridge Elementary
- Spruceland Elementary
- Van Bien Elementary (Includes Training Centre)
- Vanway Elementary
- Westwood Elementary

SCHEDULE C
SCHOOL DISTRICT FACILITIES
HOURS AVAILABLE FOR COMMUNITY ACCESS

- **ELEMENTARY SCHOOLS** (September – June)
 - Monday to Friday: 5 p.m. – 10 p.m.
 - Saturday and Sunday: 8 a.m. – 10 p.m. (Depending on availability)

 - **SECONDARY SCHOOLS** (September – June)
 - Monday to Friday: 8 p.m. - 10 p.m.
 - Saturday and Sunday: 8 a.m. - 10 p.m. (Depending on availability)

 - **JOHN MCINNIS CENTRE** (12 months)
 - Monday to Friday: 5 p.m. – 10 p.m.
 - Saturday and Sunday: 8 a.m. – 10 p.m.

 - **FIELD USE** (September – June)
 - Monday to Friday: 5 p.m. - 10 p.m.
 - Saturday and Sunday: 7 a.m. - 10 p.m.
- Note:
- Schools will be closed for community use on all school holidays unless permission is granted to the City by the School District in advance.
 - Schools are available on statutory holidays under applicable custodial overtime rates.
 - Schools are NOT available for overnight use.

SCHEDULE D SHARED USE PROTOCOL

REGARDING THE FOLLOWING:

To provide facilities for community and school use, including park, recreational and educational facilities.

BACKGROUND:

It is the mutual intention of the City of Prince George and the Board of Education of School District No. 57 (Prince George) to avoid duplication of facilities for community and school use, including land, buildings, equipment and programs.

The City of Prince George, through its Community Services Department, coordinates and liaises with community organizations to deliver programs for the benefit of the citizens of the community. The City needs access to and use of buildings and lands owned by the School District to accommodate these programs.

The School District provides educational programs to students of school age and needs limited access to and use of facilities owned by the City of Prince George to provide curricular and extra-curricular activities.

The School District has identified certain costs for the community use of buildings and lands over and above those received through the grants received from the Ministry of Education.

Therefore, it is desirable that the two parties enter into a Shared Use arrangement that will enable each party to accommodate appropriate programs where there is a benefit to both parties. It is not intended that there will be an inordinate cost for either party to participate in this arrangement.

BASIC PRINCIPLES:

1. Both parties are responsible to the community for a relevant service area and shall respect these service areas as mandate:
 - a) The City to coordinate and liaise with community organizations in programming of leisure pursuits for all its citizens.
 - b) The School District to provide services that facilitates the primary task of school, which is the enhancement of learning for all of its students.
2. The agreement must enable the recovery of reasonable cost for the access and maintenance of facilities.
3. Both parties agree to partner in an arrangement that will foster a greater cooperation in the operation of public facilities that will enhance the learning experiences of children, use of these facilities by public and consultation between the parties on future development of facilities where there is a mutual interest.

SCHOOL DISTRICT SERVICES AND PRACTICES

1. The School District may make policy that will determine acceptable use of facilities by the City and the community. Policy developed by the School District will be communicated to the City and any user that is represented by the City.
2. Facility Lists
 - a) No later than May 31, the School District shall provide an annual list of the facilities to be made available for the 12-month period commencing July 1 of that year. This list shall be appended to the Agreement as "Schedule B".

- b) No later than February 1, the School District shall provide an annual list of the grounds to be made available for the ensuing seasonal period commencing May 1 of each year. This list will also be included in "Schedule B" of the Agreement.

3. Maintenance Schedule

- a) At least six weeks prior to the commencement of the normal break periods of Christmas, spring and summer; the School District shall provide a maintenance schedule for all of its facilities and grounds.
 - b) No later than February 1, the School District shall provide a maintenance schedule for all of the grounds for the ensuing seasonal period commencing May 1.
4. A School District custodian shall be on School District property for all events and programs with the exception of school-sponsored events, City-sponsored events and Community Association programs with a closed registration. Custodians will not be available between 7:00 pm – 7:30 pm.
 5. The principal of a school must authorize the community use of any school equipment to the School District. The School District shall advise the City of this authorization. The custodian on duty will be responsible to release authorized equipment to user groups.
 6. The principal of the school involved may file a pre-emption notice for school-sponsored events to the School District by filing such notice sixteen (16) days prior to the date of the event. The School District shall advise the City of this pre-emption notice at that time.
 7. The School District can, without notice, intervene between the Community Services Department and the user group to close a facility or grounds area for reason of safety to the user and/or facility/grounds area.
 8. Dependent upon the availability of space, the user groups shall be permitted to store equipment owned by them at the school in a place provided for and in a manner agreeable to the school principal and staff.
 9. The School District shall notify the City of any damage or loss through theft or vandalism. The parties will then jointly pursue full cost recovery for any damages and loss.
 10. The School District shall advise on the prohibitive or preferred use of facilities according to the nature of the activity and the facilities available for such use.
 11. The School District shall refer all potential users to the City. The School District will not be scheduling events that are not sponsored by the specific school.

CITY SERVICES AND PRACTICES TO BE PROVIDED:

1. No later than May 31, the City shall provide an annual list of facilities to be made available for the next twelve- (12) month period commencing July 1. This list shall be appended to the Agreement as "Schedule A".
2. The City shall provide weekly schedules to each school and the district with approved usage of school facilities. The city shall exercise the right of discretion on approval of the use of facilities.
3. Notwithstanding 2 above, the City shall consult with the Superintendent of Schools for a review of any application for school use which might infringe upon the human rights of others.
4. The City shall ensure that users provide proof of adequate liability insurance. (i.e., as specified in the Ministry of Education – School Protection Program)
5. The City will inform users of the rules pertaining to specific use of individual schools and grounds, (i.e., outdoor footwear, athletic cleats and spikes, outdoor sports being played indoors, etc.).

SCHEDULE E SUMMARY OF FEES AND COSTS

A. City Facilities

Arenas:

Skate Rental	Current rental rate
Attendant Cost	at cost when applicable
Facility Operator and/or Custodian Cost	at cost when applicable
Equipment & Supplies	at cost when applicable

Aquatic Facilities:

Lessons	Current lesson fee
Recreation Swim	\$0.50 reduction per person from regular admission
Lifeguard Cost	at cost when applicable
Equipment & Supplies	at cost when applicable

Civic Centre:

Event Maintenance Worker	at cost when applicable
Equipment & Supplies	at cost when applicable

Masich Place and Park Facilities:

Laborer Cost	at cost when applicable
Equipment & Supplies	at cost when applicable

B. School District Facilities

Custodian Costs	at cost when applicable
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C. Annual Shared Use Fee

The annual fee for the current year and until amended by the Committee shall be \$200,000 payable by the City of Prince George to the School District in equal installments half - yearly of \$100,000.00.