

CITY OF MISSION / SCHOOL DISTRICT NO.75 (MISSION)

JOINT USE AGREEMENT

THIS AGREEMENT is made this 4th day of February 2025.

BETWEEN:

City of Mission
8645 Stave Lake Street
Box 20
Mission, BC V2V 4L9

(Hereinafter referred to as the "City")

AND: The Board of Education
School District No.75 (Mission)
33046 4th Avenue
Mission, BC V2V 1S5
(Hereinafter referred to as the "Board")

Together referred to as "the Parties" or separately as "Party".

WHEREAS: The Board is the registered owner of certain lands and premises used for public school purposes in that portion of School District No. 75 (Mission);

AND WHEREAS: The City is the registered owner of the Mission Leisure Centre at 7650 Grand Street, Mission, BC, and City Parks located throughout the City of Mission, which is operated by the City, and which, together with other lands and premises, is used for public recreation;

AND WHEREAS: The City and the Board agree it is in each Party's best interest to work co-operatively as partners whenever and wherever possible to enhance the services that each organization provides to its constituents;

AND WHEREAS: The City and the Board wish to enter into an Agreement regarding the joint use of those facilities identified in Schedule A;

AND WHEREAS this agreement will not contravene the Local Government Act or the School Act;

NOW THEREFORE the Board and the City hereby agree as follows:

TERM AND TERMINATION

1. The term of this Agreement shall commence on the 1st day of January 2025 unless changed and/or cancelled in accordance with the provisos included herein.
2. This Agreement will be for a period of FIVE (5) YEARS unless terminated by either Party.
3. Termination may be initiated by either Party upon giving 120 days' notice in writing to the other Party.

4. The term of the Agreement may be extended in writing by both Parties.
5. At the expiration of the term of the Agreement, it shall be deemed to continue month to month on the same terms and conditions contained in the Agreement until such time as the Agreement is terminated by written notice, extended by written notice, or replaced with a new Agreement.
6. This Agreement replaces and supersedes the Agreement entered into by the Parties and dated September 30th, 2004.

AGREEMENT ADMINISTRATION

7. This Agreement will be administered by the Secretary-Treasurer (or designate) for the Board and by the Director of Parks, Recreation and Culture (or designate) for the City, or by such others as either Party may determine from time to time.
8. A Committee to be known as the "Operations Committee", comprised of two staff representatives of the City and two staff representatives of the Board, shall be established following execution of this Agreement to oversee the operation of the Agreement. The Operations Committee shall meet in July following the end of the school season and mid-year in January, and with other meetings being scheduled at the request of either Party. This arrangement shall be reviewed annually.
9. Issues related to building security, supervision, damages, schedules, and other concerns will be addressed by each Party as soon as reasonably practical.
10. Any amendments to the Agreement will be addressed by the Parties and referred to the Board and the City for ratification as required.

FEES AND OVERHEAD COSTS

11. The Parties agree not to charge the other Party for the use of their facilities, with the exception of fees charged to community user groups.
12. Any additional direct overhead costs will be passed along to user groups. The parties may charge the other in the event that there are additional costs associated with the use, for example the costs of an additional lifeguard will be charged to school groups if pool attendance requires an additional lifeguard to be on shift, or the cost of additional custodian services for events outside of regular operating hours.
13. The Parties shall endeavour to harmonize rates for user groups. Operations Committee will review the rates and make recommendations to the Secretary Treasurer for the Board, and the Director of Parks, Recreation and Culture

RECIPROCAL USE OF FACILITIES

14. Each party to this Agreement will make its buildings, grounds, and related equipment available for use by the other party on a first priority basis after the space requirements for its own programs have been met in accordance with the joint operating regulations attached hereto as Schedule B.

15. Each party will provide the particular facility to the other in the condition which that facility would normally be provided to any other user in the ordinary course of programming; facilities will be made available on an "as is" basis.
16. The Parties agree to use the facilities in accordance with this agreement, City bylaws, City policy, Parks, Recreation & Culture policies and Board policies and procedures governing use of such facilities.
17. The Parties agree that facility usage, subject to availability, will not be unjustly withheld.

CITY USE OF BOARD FACILITIES

18. The Board agrees that the City shall upon request, have the use of those school facilities identified in Schedule A for community and after school use, or for use by the City, in accordance with Board policies and related procedures, as amended from time to time.
19. The Board agrees that, except as otherwise provided herein, the said school facilities shall be available for use by the City on instructional days, between the hours of 6 am and 10pm and on non-instructional days between the hours of 8am and 4pm when the facilities are not being used for school-based programs.
20. Use of the school facilities on non-instructional days shall be coordinated through the Board's Facilities department if staffing is available.
21. The Parties agree that the City shall handle the scheduling of Board Facilities for all community use and non-school after school functions.
22. The Parties agree that the City shall obtain user agreements from all community user groups, for booked Board facilities in accordance with Schedule B.
23. The Parties agree that the City shall collect all revenues for community use of Board facilities in accordance with the Boards' Fee Schedule for Community and After School Use of Schools procedure, and further, the City shall establish the necessary procedures to ensure the efficient collection of said revenues.
24. The City agrees to remit to the Board by June 30 each year the revenues collected in the previous twelve months, net of a 15% administration fee to be retained by the City as compensation for the revenue collection services, and to also provide the Board with a summary report of the revenues received. The books of account may be reviewed by a Board representative at any time and will be maintained in a fashion consistent with generally accepted accounting practices.
25. In the event of a user group cancelling their rental, the City shall whenever possible, provide a minimum of 7 days' notice to the Board.

BOARD USE OF CITY FACILITIES

26. The City agrees that the Board shall, upon request, have the use of those City facilities identified in Schedule A and lying within the City of Mission for educational purposes and/or

school programs in accordance with City of Mission Parks, Recreation & Culture Facility Rentals Policy, as amended from time to time.

27. The City agrees that, except as otherwise provided herein, the said City facilities shall be available for use by the Board on instructional days between the hours of 8am and 3pm. Use of City facilities on non-instructional days shall be subject to the approval of the Director of Parks, Recreation & Culture, or designate.
28. The Parties agree that the City shall obtain user agreements from all School user groups for booked City facilities, in accordance with Schedule B.
29. The Parties agree that the City shall obtain a user agreement from the Board for Board use of booked City facilities in accordance with Schedule B.
30. In the event of a school program cancellation the Board shall whenever possible, provide 7 days' notice.

DEVELOPMENT

31. The Parties will share long range and medium range plans with the other party in order to optimally develop joint facilities.
32. Planners of schools, parks, recreation, and cultural facilities shall collaborate so as to maximize the use of facilities by locating them conveniently for patrons. Planners shall design and locate facilities so as to minimize maintenance costs and avoid duplication of facilities and allow flexible community access.
33. Wherever feasible, the Parties will make land purchases on adjoining sites to support the development of joint facilities and consult each other on land purchases in such a manner to maintain established procedures of confidentiality.
34. If concurrent development is not possible, consultation between the Parties shall occur in order to facilitate the orderly development of the integrated site.
35. The Parties agree to strive for consistency in development standards for new and renovated facilities which are intended for joint use, with such standards to be at least the minimum necessary to meet the community's needs.
36. The Parties will participate in joint capital projects or other facility projects where appropriate and desirable, and in such circumstances a site-specific joint agreement may be developed for the project.
37. The Parties agree to explore the possibilities of joint development with third parties, where a three-party partnership would result in a facility which improves service delivery by the City and the Board, and results in greater benefit to the community, keeping in mind current City and Board policies.
38. After appropriate consultation, the Parties may agree on the naming of joint school park sites.

39. The Parties agree to retain an inventory of facilities and improvements that are implemented in partnership with each other, and these improvements shall be listed on Schedule C. This information will be used to support future maintenance and facility improvement decisions of the Parties.

INDEMNIFICATION

40. The City and the Board hereby agree to indemnify and save harmless each the other from and against any and all manner of liability, actions, causes of action, prosecutions, claims, fines, demands, damages, losses, costs or expenses for property damage, personal injury including death, in any way occurring, or for breach of any bylaw, statute, regulation and by whomsoever made, brought or prosecuted, which either Party may sustain or be put to, in any manner based upon, occasioned by, or attributable to the execution of this Agreement, or arising out of any conduct of the Parties, its agents, invitees, or servants, or arising out of the occupation or use of the facility.
41. The Parties shall each maintain in effect for the term of this Agreement comprehensive general liability insurance or equivalent self-insurance in the sum of at least \$5,000,000 per occurrence, in respect of any prosecution, injury or death to one or more persons, or property damage occurring on or about the facility and attributable to the execution of this Agreement, or arising out of any conduct of the Parties, its agents, invitees, or servants, or arising out of the occupation or use of the facility. The Parties further agree to name the other party as an additional named insured on their insurance policy and provide a certificate confirming such insurance coverage if requested by the other party.

DISPUTE RESOLUTION

42. The Parties agree to discuss problems that arise from the execution of this Agreement, and to act in good faith to resolve any problems that may arise.

COMMUNICATIONS

43. Each party will support the distribution, circulation and posting of material promoting the activities and events of the joint use partners in a timely manner, within the parameters set out in each party's respective policies for sponsorship and advertising.
44. On joint development projects and concurrent development projects the respective communications staff representing each party shall collaborate on press releases and official ceremonies planning.
45. Where an incident occurs within the facility during use by the user party no contact with the media or the public will occur without notification of the senior officials of both parties.

MISCELLANEOUS

Waiver

46. No term, condition, covenant, or other provision herein shall be considered to have been waived by either Party unless such waiver is expressed in writing by the Party. Any such waiver shall not be construed as a waiver of any other portion of this Agreement.

Remedies Cumulative

47. No remedy conferred upon or reserved to any Party is exclusive of any remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in inequity or by statute.

INTERPRETATION

Entire Agreement

48. This Agreement constitutes the entire agreement between the Parties and shall not be modified or amended except by a written document duly executed and delivered by the Parties hereto or by their successors, permitted assigns, or authorized agents.

Severability

49. If any section of this Agreement or any part of a section is found to be unlawful or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be shall not be affected thereby and shall be enforceable to the fullest extent permitted by the law.

Enactments

50. Where in this Agreement there is a reference to an enactment of Mission, the Province of British Columbia or Canada, that reference shall include a reference to any subsequent enactment of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of Mission, the Province of British Columbia or Canada.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

CITY OF MISSION

Original signed by P. Horn

Mayor, City of Mission

Original signed by B. Pitkethly

Director of Corporate Administration

Original signed by C. Cooper

Witnessed by: *(print name)*

Original signed by C. Cooper

Witnessed by: *(print name)*

**BOARD OF EDUCATION
SCHOOL DISTRICT NO.75 (MISSION)**

Original signed by T. Loffler

Chair, Board of Education

Original signed by C. Becker

Secretary Treasurer

Original signed by I. Schmidt

Witnessed by: *(print name)*

Original signed by I. Schmidt

Witnessed by: *(print name)*

Date Signed: July 25, 2025

Schedule A

Joint Use Facilities

City of Mission

- Grass Fields
- Field House

Mission Leisure Centre

- Pool
- Gymnasium
- North and South Arenas
- Curling Club (off season)
- Multi-Purpose Rooms
- Racquet Courts
- Fitness Studio
- Weight Room

Centennial Park

- Lacrosse Box
- Tennis Courts
- Disc Golf Course
- Outdoor Gym

Fraser River Heritage Park

- Picnic Shelter
- Gazebo

Den 21 Youth Centre

- Subject to availability and approval

Hillside Pickle Ball Courts

Mission Rotary Sports Park*

Neighbourhood parks subject to approval

School District No. 75 (Mission)

Elementary School Gymnasiums & Classrooms

- Albert McMahon
- Cherry Hill
- École Christine Morrison
- École Mission Central
- Edwin S. Richards
- Hatzic Elementary
- Hillside
- Silverdale
- Stave Falls
- West Heights
- Windebank
- Deroche (rural)
- Dewdney (rural)

Middle School Gymnasiums & Classrooms

- École Heritage Park
- Hatzic Middle

High School Gymnasiums & Classrooms

- École Mission Secondary

Fraserview Gymnasium and Classrooms

Riverside College Classrooms

School Sports Fields, Tennis Courts

*This agreement does not include the artificial turf field (ATF) at the Mission Rotary Sports Park. All users of the ATF are required to pay for field rental as per the COM Annual Fees and Charges By-Law.

The Heritage Park Community Gymnasium and the Clarke Theatre are not part of this agreement. They are included in the Heritage Park Operating and Maintenance Agreement.

Schedule B

Joint Operating Regulations

1. Booking Community Group use of Board facilities:

- a. Each School will notify the City of planned school use of the facilities for the upcoming school year, no later than May 15.
- b. The City will consider user group interest for school facilities and will submit to each school June 1st each year the community use requests for the school for the following school year. The Principals will review the community use requests and will advise the City on the booked use ideally before the end of June but in no case later than September 15th.
- c. If future school plans change that may necessitate cancelling or rescheduling a City booked use, the school will notify to the City Booking Clerk ideally a minimum of 7 days' notice.

2. User Agreements:

- a. Community User Group Agreements must include the following:
 - i. Organization name, name of responsible person, name of facility, date and times of use;
 - ii. Cost for facility per use;
 - iii. Indemnification of the School District and the City of Mission;
 - iv. Liability insurance coverage of \$3,000,000 per occurrence, naming School District #75 and the City of Mission as additional named insured;
 - v. A process for the restitution and repairs of damage to facilities or equipment;
 - vi. Notice of no liquor, tobacco, or illegal drugs on school property;
 - vii. Cancellation refunds – only if 7 days' notice provided before the event per Clause 24;
 - viii. Notice of requirement to comply with all directives from School District staff in the event of an emergency or emergency exercise.
- b. School Group user agreements must provide the following:
 - i. School name, name of responsible person, name of facility, date, and times of use;
 - ii. Indemnification of the City of Mission included in this agreement;
 - iii. Liability insurance coverage included in this agreement;
 - iv. Notice of no liquor, tobacco, or illegal drugs on City property;
 - v. School groups are to provide 7 days' notice for all cancellations. Failure to provide notice may result in loss of future access to COM facilities.
 - vi. A process for the restitution and repairs of damage to facilities or equipment;

- vii. Cancellation refunds for additional charges – only if 24 hours' notice is provided before the event;
 - viii. Notice of requirement to comply with all directives from COM staff in the event of an emergency or emergency exercise.
- c. User Agreements must include the requirement for restitution and repairs of damage as follows:
- i. It shall be the responsibility of the user to make restitution for the repair of damage to a facility and its equipment or any property missing from the facility which may occur as a result of a scheduled program. The facility shall be inspected before use by the user group and the owner to determine the condition of the facility and the equipment prior to use where feasible.
 - ii. The owner party shall review and advise the user party of damage or loss within three working days after use. Sufficient notice shall consist of sending an e-mail to the user's designated representative identifying the facility, permit number, date of detection, name of the inspector, area or areas involved, description of damage and estimate and / or fixed costs of repair or property replacement.
 - iii. Except as otherwise mutually agreed, the user party shall not cause repairs to be made to any building or item of equipment which are owned by the other party. The owner party agrees to make such repairs within the estimated and / or fixed costs agreed by the other parties from time to time. The user party agrees to reimburse the owner party at the estimated and / fixed costs agreed upon receipt of an invoice for those cost.

Schedule C

Inventory of Facilities and Improvements Implemented in Partnership

1. Heritage Park Centre – included in the Heritage Park Operating and Maintenance Agreement
2. Tennis courts at Hatzic Middle School off of Dewdney Trunk Road
3. Ball diamond at Mission Secondary off of Grand Street