

Master Joint Use Agreement – Indoor Facilities

BETWEEN

The Board of Education School District No. 36 (Surrey)

AND

The City of Surrey

2021 - 2026

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DEFINITIONS

‘Agreement’ means this Agreement including any schedules attached.

‘After School Activity Programs’ are programs for school aged children that run 1-3 times per week for several weeks where participants can register for an individual session or several sessions. These programs are separate from licensed childcare programs – e.g., they are not a licensed preschool or before and after school program.

‘Board’ means the Party so identified on page one of this Agreement, its successors and contracted agents.

‘City’ means the Party so identified on page one of this Agreement, its successors and contracted agents.

‘Community Group’ includes both not-for-profit organizations and for-profit organizations that book Facility space for implementation of their programs and services.

‘Contract’ refers to the agreement between the two Parties that states the terms of use of a Facility including time of use, Hard Costs related to the use, and legal requirements for insurance, liability, and other related items. The Board’s commonly used language for a Contract is a ‘License Agreement’; the City’s commonly used language for a Contract is a ‘Facility Use Permit Agreement’ or ‘Registration Confirmation,’ i.e., swimming lesson. For the simplicity of this Agreement, Contract will be the term used.

‘Effective Date’ means the date set out on page one of this Agreement.

‘Emergency’ means a serious, unforeseen and dangerous situation requiring immediate action.

‘Equitable Shared Use’ means that the Parties intend that each Party contribute, in terms of total value, an amount of free space or access that is substantially equivalent to the free space or access contributed by the other Party based on in-kind rental fees and hours.

‘Facility’ refers to and is inclusive of indoor spaces for programming at both City and Board owned Facility. Facilities includes but is not limited to: gymnasiums, classrooms, pools, ice rinks, multi-purpose rooms, school libraries, school lobbies, school cafeterias/hubs, arenas and cultural spaces (e.g., museums, art galleries). Facility Contracts include usage of parking lots. Facility does not include the Bell Performing Arts Centre, School District Education Centre (DEC), School District Resource and Education Centre (REC), Surrey Arts Centre and the South Surrey Arts Centre.

‘Hard Costs’ are costs related to the Contract for a Facility, not including rental fees. Hard Costs can include but are not limited to fees for security and custodial personnel, and instructors for

educational or field trip programs like swimming, skating, and cultural or environmental programs.

‘Historical Use’ means a Contract for the use of a specified Facility, at a specified time and day of use between the Parties or between a party and a community user group within the previous fiscal year of the applicable party.

‘Hours of Access’ refers to when each Party has access to the other Party’s Facilities without being charged Facility Rental Fees, as defined in Section 4.1 Hours of Access.

‘Indemnitees’ has the meaning as set out in Section 6.2

‘Licensed Child Care’ (0-12) includes types of childcare as defined by the designated Provincial Ministry.

‘Licensor’ is the Party whose Facility is the subject of the Contract for use.

‘Non-School Days’ include days of school closure including professional development days, spring, summer and winter breaks, and weekends throughout the school year – September to June. Summer months of July and August are not categorized as Non-School Days.

‘Facility Rental Fees’ are the fees that would generally apply to a non-profit organization for rental of either Party’s Facility. During the hours agreed upon by the Parties, Facility Rental Fees are waived.

‘Regular school days’ – any day school is in session including Professional Days

Tier 1-4 ‘Complex Schools’ are determined each year by staff at the Surrey School District based on analysis of an algorithm which considers the school’s student demographics, attendance and designations as well as staffing and characteristics, and on the most current census data available. Staff also review the experience at each school and realities that may not be captured by statistical analysis like uncounted secondary basement suites in single-family dwellings.

1.0 AGREEMENT

This Agreement is dated for reference this ____ day of _____, 2021

Between

The Board of Education School District No. 36 (Surrey), a corporation established under the School Act, RSBC 1996, c.412, having an office 14033-92 Avenue, Surrey B.C. V3V 0B7. From here forward referred to as 'The Board.'

AND

The City of Surrey, a municipal corporation pursuant to the Local Government Act, having an office at 13450 - 104 Avenue Surrey, BC, Canada V3T 1V8. From here forward referred to as 'The City.'

The City and the Board shall be referred to in this Agreement collectively as the "Parties" and individually as "Party."

NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and conditions set out below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

1.1 Term

This Agreement replaces and supersedes the Agreement between the Parties dated for reference July 4, 2000 and will commence for a term of five years as of the Effective Date, with two optional five-year renewal terms to be mutually agreed upon by both Parties.

1.2 Amendment

This Agreement is the entire Joint Use Agreement for Indoor Facilities between the Parties, save and except for the joint use agreements identified in Schedules E, F and G. Neither this Agreement, nor any alteration, amendment, change or addition to this Agreement, is binding upon the Parties unless it is in writing and signed by each of the Parties.

1.3 Intended Outcomes

- a) The City and the Board wish to affirm their commitment to the shared use of Facilities as set out in this Agreement.
- b) The Parties are committed to reasonably maximizing the potential use of the Facilities through a spirit of cooperation and collaboration, subject to available resources and

provided always that such use shall not interfere with or compromise the Board's delivery of educational programs or the City's delivery of events, programs and services.

- c) The Parties support sharing of publicly funded Facilities to maximize their use and to provide optimum benefits for the entire community without compromising either Party's respective statutory mandate, rights and responsibilities.
- d) The Parties are committed to offering education and community programming most effectively, efficiently and inclusively without advancing any one Party's economic benefit over the others.

1.4 General Principles

- a) The Board has a primary mandate to deliver K-12 programs along with community school, continuing education, and adult education programs, which operate at various hours and for 12 months of the year. The primary purpose of Board Facilities is to fulfill this mandate. The Board has a secondary mandate of promoting public access to and community use of Board Facilities and grounds.
- b) The City has a mandate to plan, construct and operate park, recreation and culture Facilities and to plan, organize, administer and promote recreation and culture programs for community use.
- c) The Parties are committed to working collaboratively over the long term for planning, acquisition, development, operation, renewal and use of Facilities.
- d) Where possible, the Parties will pursue opportunities to develop and improve joint use Facilities to support programming by both Parties.
- e) Wherever development of new, or significant changes to existing Facilities are being considered, both Parties agree to contact each other and to consult where practical and, without obligation, make a reasonable effort to ascertain the potential for joint interests.
- f) Where joint interests exist and the Parties agree in writing, the Parties shall cooperate in the planning and implementation of the agreed upon process.
- g) When either Party contemplates a change in policy, budget or organization that could impact the other Party's use of a Facility under this Agreement, that Party will use reasonable efforts to consult with the other Party in advance so that the other Party can analyze the impacts and plan for the change.

2.0 PRIORITY OF USE

- a) When requesting use of Facilities, each Party recognizes that the other Party's use of their own Facility takes priority.
- b) When requesting use of Facilities, each Party recognizes that Historical Use by the other Party or a Community Group will have priority over any new request.
- c) Each Party will use reasonable efforts to accommodate all Facility use requests submitted by the other Party. Each party will make requests of the other Party as set out in Section 3.0.

- d) Each Party will work with the other Party to consider new requests for Facility use which may include using a different Facility, day or time than requested if the exact Facility space requested is not available.
- e) For any newly created or developed Facility space, the Parties will work collaboratively to facilitate usage to maximize community benefits.
- f) The Parties share the mutual goal of providing consistent access to Facility space to allow completion of a program cycle as much as possible. However, each Party recognizes that programs will be disrupted from time to time. When possible, each Party will assist the other in locating alternative space.

2.1 Hours of Access

Rental fees as identified in Schedule C will apply for all times outside of those listed in Table 1. Rental fees apply for City-managed Licensed Child Care at all schools except for those identified as Tier 1-4 'Complex Schools.'

Table 1: Rental Times without Facility Rental Fees

	City Facilities	Board Facilities
Board Use	8am – 3pm Monday – Friday	Any time
City Use, except <ul style="list-style-type: none"> • Licensed Child Care at Complex Schools • After School Activity Programs 	Any time, as scheduled	5pm – 10 pm Monday – Thursday 5pm – 8pm Friday 7am – 11pm Non-school days
City Use for Licensed Child Care at Complex Schools*	Any time, as scheduled	7am – 5pm
City use for After School Activity Programs	Any time, as scheduled	Last bell (2:30 – 2:45) to 5pm Regular school days (excludes school gymnasiums) 7am – 11pm Non-school days

2.1.1 Board access to City Facilities

The Board will have access to City Facilities with no Facility Rental Fees charged between 8am to 3pm, Monday to Friday on regular school days. Where a City Facility is not open at 8am, access will be granted at the later opening time.

At all other times rental fees apply as identified in Schedule D.

2.1.2 City access to Board Facilities

The City will have access to Board Facilities with no Facility Rental Fees charged:

- a) At Complex Schools, for Licensed Child Care (i.e., preschool, day care, before and after school care) between 7am – 5pm. The City will pay a rental fee for Licensed Child Care at any Board Facility not identified as a Complex School.
- b) For After School Activity Programs at all schools, from the last bell (usually 2:30 - 2:45 pm) to 5pm, on school days for classrooms, multipurpose room, hub/cafeteria, kitchens, lobbies or libraries.
- c) Between the hours of 5pm – 10pm Monday – Thursday, and 5pm – 8pm Friday of regular school days for all other programming and use.
- d) 7am – 11pm on Non-School Days, except for Licensed Child Care at non-Complex Schools.

At all other times Rental Fees apply as per Schedule C.

3.0 REQUEST FOR USE

The Board Facility Rentals Department requests authorization by the school principal for all rental requests with the exception of rental requests in elementary gymnasiums on school days from 5-10 pm on Monday-Thursday and Fridays 5-8 pm.

Any City Facility rental is first authorized by Parks, Recreation and Culture Business Operations Department which then coordinates with the individual facilities.

3.1 Point of Contact

The City will endeavour to offer one point of contact for all Facility bookings through the Business Operations Department.

The Board will endeavour to have one point of contact for all Facility bookings through the Board Facility Rentals Department.

3.2 Booking Procedure

Any booking of a Facility must be done by completing the Contract application. The Parties hereto agree to abide by the general rental agreement policies, guidelines and/or regulations of the other Party, except where they conflict with the provisions of this Agreement, in which case the provisions of this Agreement take precedence and govern.

3.3 Timing of Requests

3.3.1 City to Board

Applications for requests by the City to the Board may be made to the Board's Facility Rentals Department by:

- a) March 15 for use in July and August of the same year. Board Facilities are not available the last two weeks of August;
- b) May 15 for use in the following school year (September of the same year through June of the following year); and
- c) At other times of the year, with at least fifteen (15) days' notice during which the Board will attempt to meet the request as best as possible.

3.3.2 Board to City

Applications by the Board and/or individual schools that fall within the Board's jurisdiction may submit requests to the City's Business Operations Department for a City Facility a minimum fifteen (15) calendar days in advance.

3.4 Cancellation

- a) Each Party will endeavour to provide one (1) weeks' notice to the other Party regarding a temporary (e.g., one night) or permanent (e.g., space is no longer available to the other Party on an ongoing basis) cancellation of a Contract.
- b) The Board and the City share the mutual goal of providing consistent access to Facility space to allow completion of a program cycle as much as possible. However, both Parties acknowledge that other Party may, on occasion, require their own Facility on an as-need basis, without one week's notice. When possible, each Party will assist the other in locating alternative space.
- c) Both the Board and the City reserve the right to cancel the other Party's use of Facilities with no notice for an Emergency situation.
- d) In an Emergency, the Parties will work together through the JSC to address program delivery.

4.0 USE OF SPACE

4.1 Hard Costs

Both Parties agree to pay Hard Costs as related to Facility Contracts:

- a) For Board Facilities booked by the City, fees will be applied as more particularly set out in Schedule C.

- b) For City Facilities booked by the Board, fees will be applied as more particularly set out in Schedule D.

4.2 Compliance with Laws and Licensing Requirements

Each Party at its own expense will comply with all applicable fire, safety, health, governmental and other laws for use of a Contract Facility, including food safety and health permits, and will maintain all required licenses in good standing.

4.3 Facility Condition

Each Party will provide the particular Facility to the other in the condition as specified by the rental agreement.

4.4 Incident Reporting

An Incident Report must be submitted whenever:

- a) Medical/first aid attention is administered
- b) Loss or damage to property occurs

An Incident or Public Incident Report must be submitted within 48 hours of the incident or of being notified by the Licensor of damages.

If the Licensor is the Board, the City must complete and submit an Incident Report to the Board, available through the Board's Facilities Rental Department.

If the Licensor is the City, the Board must complete and submit a Public Incident Report to the City, available at the front desk of any recreation centre or business operations department.

5.0 OPERATIONS & IMPLEMENTATION

5.1 Joint Steering Committee (JSC)

Within thirty days of the Effective Date, the Parties will create a Joint Steering Committee (JSC). The JSC will consist of the Manager of Community and Recreation Services (City) and Associate Director, Business Development and Facility Use (Board).

5.2 Responsibilities

The JSC will:

- a) Oversee the implementation and operations of this Agreement in accordance with its terms.
- b) Meet 3-4 times within the first twelve (12) months of the Effective Date, according to a pre-arranged schedule, to assess the effectiveness of this Agreement.
- c) At the end of the first twelve (12) months of the Effective Date, meet to assess the Equitable Shared Use of the Facilities by comparing each Party's annual summary of total in-kind hours and total of waived Rental Fees (as described in Schedule C and D).
- d) Subsequent to the first twelve months, review joint use of Facilities and assess if this Agreement continues to meet the General Principles and Equitable Shared Use of Facilities to the benefit of the whole community.
- e) Collaborate on the creation of communication and interface processes that support the implementation of this Agreement for both Parties.
- f) Recommend changes, amendments and/or additions to this Agreement to ensure that the General Principles of this Agreement are met.
- g) Review the pre-existing site-specific Joint Use Agreements (Schedules E, F and G) and explore the terms for bringing these agreements into the Master Joint Use Agreement. This work will commence following the Effective Date of this Agreement.

6.0 GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia.

6.1 Dispute Resolution

All disputes arising out of, or in connection with this Agreement or in respect of any legal agreement associated with it or derived from it will initially be addressed by the JSC to seek a resolution. If the JSC is not successful, the Parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this Agreement or related to this Agreement ("Dispute") using the dispute resolution procedures set out in this section:

- a) Negotiation: The Parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate negotiations.
- b) Mediation: If all or any portion of a Dispute cannot be resolved by good faith negotiations within 30 days, either Party may by notice to the other Party refer the matter to mediation. Within 7 days of delivery of the notice, the Parties will mutually appoint a mediator. If the Parties fail to agree on the appointment of the mediator, then either Party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator. The Parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Surrey, British Columbia. Each Party will equally bear the costs of the mediator and other out-of-pocket costs, and each Party will bear its own costs of participating in the mediation.

- c) Litigation: If within 90 days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the Parties reaching a negotiated resolution, then either Party may without further notice commence litigation.

6.2 Indemnity

The Board agrees to release, indemnify and hold harmless the City of Surrey, its past and present elected and appointed officials, officers, directors, employees, servants, agents, volunteers, associations, partnerships, parents, affiliates and subsidiaries, predecessors and successors in interest, administrators, members, contractors, assigns, legal representatives, insurers, reinsurers, and related governmental authorities (collectively referred to as the "City Indemnitees"), for any losses, damages, claims, actions and causes of actions that the City Indemnitees may incur, sustain, suffer arising directly or indirectly out of this Agreement with the exception of losses arising out of the negligence or willful misconduct on the part of the City Indemnitees.

The City agrees to release, indemnify and hold harmless the Board, its past and present elected and appointed officials, officers, directors, employees, servants, agents, volunteers, associations, partnerships, parents, affiliates and subsidiaries, predecessors and successors in interest, administrators, members, contractors, assigns, legal representatives, insurers, reinsurers, and related governmental authorities (collectively referred to as the "Board Indemnitees"), for any losses, damages, claims, actions and causes of actions that the Board Indemnitees may incur, sustain, suffer arising directly or indirectly out of Agreement with the exception of losses arising out of the negligence or willful misconduct on the part of the Board Indemnitees.

6.3 Insurance

Each of the Parties shall maintain a minimum of five million dollars (\$5,000,000) of comprehensive general liability and property damage insurance against claims by third parties for personal injury, death and property damage arising out of its use or occupation of the Facilities, as applicable.

The Parties further agree to provide certificates confirming such insurance coverage on an annual basis to the other Party's risk manager and shall name as additional insured the other Party. Each Party shall refer to their risk manager for insurance information when completing contracts, as needed.

6.4 No Derogation

Nothing contained or implied within this Agreement will impair, limit, or affect the Board's rights and powers in the exercise of its functions pursuant to the School Act, or any other enactment, and all such powers and rights may be fully exercised as if this Agreement had not been made.

Nothing contained or implied within this Agreement will impair, limit, or affect the City's rights and powers in the exercise of its functions pursuant to the Local Government Act and the Community Charter, or any other enactment, and all such powers and rights may be fully exercised as if this Agreement had not been made.

7.0 TERMINATION

Either Party may terminate this Agreement at any time upon nine (9) months' written notice to the other at the Party's address noted in the Agreement.

Both Parties will identify the appropriate contact name as of the Effective Date and updated on an ongoing basis.

Both Parties will endeavour to inform and train all its staff about the implementation of this Agreement.

The effectiveness of communications will be reviewed by the Joint Steering Committee at its meetings.

8.0 SCHEDULES

Schedule A – Board-owned Facilities, to be updated annually

Schedule B – City-owned Facilities, to be updated annually

Schedule C – Hard Costs and Facility Rental Fees for the use of Board Facilities, to be updated annually

Schedule D – Hard Costs and Facility Rental Fees for the use of City Facilities, to be updated annually

Schedule E – Joint Use Agreement dated November 10, 1976 – Guildford Park Community School

Schedule F – Joint Use Agreement – Princess Margaret Secondary

Schedule G – Joint Use Agreement – Semiahmoo Secondary

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

Doug McCallum
City of Surrey
Mayor

[name]
City of Surrey
City Clerk

Laurie Larsen
Board of Education School District No. 36 (Surrey)
Chair

Patricia Dundas
Board of Education School District No. 36 (Surrey)
Acting Secretary-Treasurer

SCHEDULE A

Board Owned Facilities

SCHOOL DISTRICT 36 (SURREY)

SCHOOL LIST 2019-2020

Courier#	NAME	ADDRESS
SECONDARY SCHOOLS:		
# 175	Clayton Heights	7003 188 Street
# 105	Earl Marriott	15751 16 Avenue
# 156	Elgin Park	13484 24 Avenue
# 114	Enver Creek	14505 84 Avenue
# 167	Fleetwood Park	7940 156 Street
# 106	Frank Hurt	13940 77 Avenue
# 141	Fraser Heights	16060 108 Avenue
# 047	Guildford Park	10707 146 Street
# 045	Johnston Heights	15350 99 Avenue
# 048	Kwantlen Park	10441 132 Street
# 079	L.A. Matheson	9484 122 Street
# 041	Lord Tweedsmuir	6151 180 Street
# 028	North Surrey	15945 96 Avenue
# 032	Panorama Ridge	13220 64 Avenue
# 046	Princess Margaret	12870 72 Avenue
# 022	Queen Elizabeth	9457 King George Blvd.
# 270	SAIL (K-12)	14033 92 Avenue
# 215	Salish	7278 184 Street
# 049	Semiahmoo	1785 148 Street
# 164	Sullivan Heights	6248 144 Street
# 150	Tamanawis	12600 66 Avenue
ELEMENTARY SCHOOLS:		
# 051	A.H.P. Matthew	13367 97 Avenue
# 178	A.J. McLellan	16545 61 Avenue
# 153	Adams Road	18228 68 Avenue
# 162	Bayridge	1730 142 Street
# 069	Bear Creek	13780 80 Avenue
# 158	Beaver Creek	6505 123A Street
# 136	Berkshire Park	15372 94 Avenue
# 107	Betty Huff	13055 Huntley Avenue
# 128	Bonaccord	14986 98 Avenue
# 173	Bothwell	17070 102 Avenue
# 144	Boundary Park	12332 Boundary Drive North
# 033	Bridgeview	12834 115A Avenue
# 146	Brookside & SAIL (K-7)	8555 142A Street
# 151	Cambridge	6115 150 Street
# 073	Cedar Hills	12370 98 Avenue
# 148	Chantrell Creek	2575 137 Street
# 165	Chimney Hill	14755 74 Avenue
# 111	Cindrich	13455 90 Avenue
# 013	Clayton	7541 184 Street
# 004	Cloverdale Traditional	17857 56 Avenue
# 155	Coast Meridian	8222 168A Street
# 012	Colebrook	5404 125A Street
# 139	Cougar Creek	12236 70A Avenue
# 157	Coyote Creek	8131 156 Street
# 112	Creekside	13838 91 Avenue
# 031	Crescent Park	2440 128 Street
# 031	Crescent Park Annex	2378 124 Street
# 058	David Brankin	9160 128 Street
# 159	Dogwood	10752 157 Street
# 127	Don Christian	6256 184 Street
# 037	Dr. F.D. Sinclair	7480 128 Street
# 018	East Kensington	2795 184 Street
# 084	Ellendale	14525 110A Avenue
# 067	Erma Stephenson	10929 160 Street
# 183	Forsyth Road	10730 139 Street
# 142	Fraser Wood	10650 164 Street
# 160	Frost Road	8606 162 Street
# 090	George Greenaway	17285 61A Avenue
# 082	Georges Vanier	6985 142 Street
# 211	Goldstone Park	6287 146 Street

SCHEDULE A

Board Owned Facilities

Courier#	NAME	ADDRESS
ELEMENTARY SCHOOLS:		
# 043	Green Timbers	8824 144 Street
# 056	H.T. Thrift	1739 148 Street
# 019	Hall's Prairie	18035 8 Avenue
# 029	Harold Bishop	15670 104 Avenue
# 203	Hazelgrove	7057 191 Street
# 071	Henry Bose	6550 134 Street
# 176	Hillcrest	18599 65 Avenue
# 001	Hjorth Road	14781 104 Avenue
# 081	Holly	10719 150 Street
# 131	Hyland	6677 140 Street
# 034	J.T. Brown	12530 60 Avenue
# 062	James Ardiel	13751 112 Avenue
# 186	Janice Churchill	8226 146 Street
# 089	Jessie Lee	2064 154 Street
# 040	K.B. Woodward	13130 106 Avenue
# 201	Katzie	6887 194A Street
# 132	Kennedy Trail	8305 122A Street
# 174	Kirkbride	12150 92 Avenue
# 117	Laronde	1880 Laronde Drive
# 035	Latimer Road	19233 60 Avenue
# 055	Lena Shaw	14250 100A Avenue
# 129	M.B. Sanford	7318 143 Street
# 130	Maple Green	14898 Spenser Drive
# 061	Martha Currie	5811 184 Street
# 140	Martha Jane Norris	12928 66A Avenue
# 054	Mary Jane Shannon	10682 144 Street
# 063	McLeod Road Traditional	6325 142 Street
# 188	Morgan	3366 156A Street
# 050	Mountainview Montessori	15225 98 Avenue
# 072	Newton	13359 81 Avenue
# 138	North Ridge	13460 62 Avenue
# 170	Ocean Cliff	12550 20 Avenue
# 064	Old Yale Road	10135 132 Street
# 134	Pacific Heights	17148 26 Avenue
# 137	Panorama Park	12878 62 Avenue
# 070	Peace Arch	15877 Roper Avenue
# 002	Port Kells	19076 88 Avenue
# 044	Prince Charles	12405 100 Avenue
# 036	Ray Shepherd	1650 136 Street
# 059	Riverdale	14835 108A Avenue
# 189	Rosemary Heights	15516 36 Avenue
# 077	Royal Heights	11665 97 Avenue
# 161	Semiahmoo Trail	3040 145A Street
# 060	Senator Reid	9341 126 Street
# 143	Serpentine Heights	16126 93A Avenue
# 087	Simon Cunningham	9380 140 Street
# 118	South Meridian	16244 13 Avenue
# 109	Strawberry Hill	7633 124 Street
# 021	Sullivan	6016 152 Street
# 038	Sunnyside	2828 159 Street
# 149	Sunrise Ridge	18690 60 Avenue
# 039	Surrey Centre	16670 Old McLellan Road
# 080	Surrey Traditional	13875 113 Avenue
# 053	T.E. Scott	7079 148 Street
# 116	W.E. Kinvig	13266 70B Avenue
# 152	Walnut Road	16152 82 Avenue
# 147	Westerman	7626 122 Street
# 009	White Rock	1273 Fir Street
# 172	William F. Davidson	15550 99A Avenue
# 057	William Watson	16450 80 Avenue
# 145	Woodland Park	9025 158 Street
# 212	Woodward Hill	6082-142 St
LEARNING CENTRES:		
# 574	City Central LC	13104 109 Avenue
# 593	Cloverdale LC	5658 176 Street
# 594	Guildford LC	#300-10183 152A Street
# 591	North Surrey LC	9260 140 Street
# 592	South Surrey / White Rock LC	13-2320 King George Blvd.

SCHEDULE B

City of Surrey Facilities

Facility	Address
Alexandra Hall	2916 McBride Avenue
Bear Creek Pavilion	13750 - 88 Avenue
Bridgeview Community Centre	11475 – 126 A Street
Chuck Bailey Recreation Centre	13458 - 107A Avenue
Clayton Community Centre	7155 – 187A Street
Clayton Hall	18513 - 70 Avenue
Cloverdale Arena	6090 - 176 Street
Cloverdale Recreation Centre	6188 - 176 Street
Don Christian Recreation Centre	6220 - 184 Street
Elgin Centre	3530 - 144 Street
Elgin Hall	14250 Crescent Road
Fleetwood Community Centre	15996 - 84 Avenue
Fraser Heights Recreation Centre	10588 - 160 Street
Grandview Heights Aquatic Centre	16855 24 Avenue
Guildford Recreation Centre	15105 - 105 Avenue
Historic Stewart Farm	13723 Crescent Road
Kensington Prairie Community Centre	16824 - 32 Avenue
Kwomais Ledge and Sandford Hall	1367 – 128 Street
Meridian Centre	2040 - 150 Street
Museum of Surrey	17710 - 56A Avenue
Newton Arena	7120 - 136B Street
Newton Athletic Pavilion	7395 128 Street
Newton Cultural Centre	13530 - 72 Avenue
Newton Recreation Centre	13730 - 72 Avenue
Newton Seniors Centre	13775 - 70 Avenue
North Surrey Sport & Ice Complex	10950 – 126 A Street
North Surrey Arena	10275 - City Parkway
North Surrey Recreation Centre	10275 - City Parkway
South Surrey Arena	2199 - 148 Street
South Surrey Indoor Pool	14655 - 17 Avenue
South Surrey Recreation & Arts Centre	14601 - 20 Avenue
Sport & Leisure Aquatics	16555 Fraser Highway #100
Sport & Leisure Arenas	16555 Fraser Highway
Sunnyside Hall	1845 - 154 Street
Surrey Nature Centre	14225 Green Timbers Way

SCHEDULE C

RATES – EFFECTIVE JULY 1, 2020-JUNE 30, 2021 (updated rates will be sent to City each year)

Please note that there is one rate for **school operating days** (these are days when students are regularly attending school), and one rate for days when schools are **not in operation**₁ (i.e., Pro-D Days, Weekends, School Breaks).

RATES (\$/hour)	MONDAY-FRIDAY (school operating days) *Minimum 1 hour per booking		ANY DAY WHEN SCHOOL IS NOT IN SESSION (Weekends, Pro-D, Winter/Spring/Summer Breaks), Minimum 1 hour per booking When booking 10+ days at one school, the M-F rate will apply	
Facility	Non-Profit	During hours of free use as outlined in the agreement	Non-Profit	During hours of free use as outlined in the agreement
Classroom/Multipurpose Room/ Staff Room/Elementary Kitchen/Hallway/LST or Support Room	13	0	19	0
Field/Tennis Court/Track	13	0	20	0
Gym – Elementary or Secondary Small	19	0	35	0
Gym - Secondary Large	32	0	57	0
Library - Elementary	14	0	29	0
Library - Secondary	15	0	29	0
Parking Lot	19	0	35	0
Preschool/Before & After School Care (per non complex school classroom)	10	0	10	0
Secondary Cafeteria/Plaza/Hub – no access to kitchen provided or Home Ec Room	19	0	35	0
Theatres	48	0	67	0

All rentals will be charged in addition for GST at 5% charged on all costs.

HARD COSTS – SURREY SCHOOL DISTRICT RENTALS JULY 1, 2019

Custodial - \$72/hour (minimum call out 2 hours) + gst

Custodial - summer, spring and winter breaks – minimum of \$140 per week + gst for half or full day camp 5 days a week. For other types of bookings, custodial will be determined based on number of hours, space used and number of participants at a rate of \$72/hour.

Custodial – licensed childcare - \$36/week per room + gst

Grounds cleanup - \$50/hour (minimum call out 2 hours) + gst

Security Open or Close of building - \$28 per open or close + gst

Security static guard - \$23/hour + gst (minimum call out 4 hours)

Safe School Liaison – \$60/hour + gst (additional security as determined required by Surrey School District, minimum call out 4 hours)

Security FOB that provides access to schools - \$10 (please note that these can be provided only in long term rental situations. FOBs can be provided only to a central person responsible for each opening. FOBs cannot be used to close schools, (except where provided for a childcare rental and then city must pay for training on the FOB), and closes must always be ordered in those cases.)

Theatre technical costs – vary depending on needs usually \$20-\$25/hour per tech + gst - number of techs dependent on event. Minimum 2 hour call out.

SCHEDULE C

EQUIPMENT RENTAL RATES – EFFECTIVE JULY 1, 2020 (new rates will be sent to city each year)

EQUIPMENT	USAGE		
	ONCE/WEEK		1-2 Sessions
	37 or more Sessions	3 -36 Sessions	
badminton/volleyball stanchions and/or nets	\$200	\$130	\$65
indoor soccer nets (hockey nets)	\$130	\$100	\$35
mats	\$100	\$75	\$25
tables (unit cost)	\$20	\$10	\$5
chairs (unit cost)	\$10	\$5	\$1
music stands	\$10	\$5	\$1
gym floor covering (flat rate)	\$150		
lighting - theatre (per day)	\$30		
projector - theatre (per day)	\$30		
sound system (per day)	\$30		
piano	\$200	\$130	\$65

Principals must approve all use of equipment at their site. Conditions of equipment use may be imposed. The privilege of equipment use may be revoked at any time. Equipment room access is not permitted without Principal approval. Equipment does not include access to any items beyond the nets.

Where equipment is rented more than one day per week, a 25% discount will be applied on each additional day.

SCHEDULE D

Hard costs - equipment, lesson and rental fees for the use of City Facilities

SERVICE BASED FEES - EFFECTIVE JANUARY 1, 2020 (updated rates will be sent to Board each year)

AQUATIC SCHOOL LESSONS

Service	Class Size Child to Instructor	Session length	# of sessions	Rate	
Red Cross Swim Kids – Preschool	6:1	30 mins	8	\$654.19	per program
Red Cross Swim Kids – Children	8:1	30 mins	8	\$654.19	per program

$[\text{staff cost} * + \text{prep}] \times [\text{session length}] \times [\text{number sessions}] + [\text{supply cost}]$

4 classes with 4 instructors can be accommodated within a 2 hour* period for a total of \$2616.76

* 2-hour minimum staff call out

PUBLIC SWIM

Number of Participants	Staff Cost		# of Lifeguards
Up to 80	\$72.52	per 2 hours	1
81-160	\$108.78	per 2 hours	2
161-240	\$145.04	per 2 hours	3
241 -300	\$181.30	per 2 hours	4

Fees	Rate		Notes
Additional Lifeguard	\$72.52	Per2 hour	Minimum call out of 2 hours

Equipment included at no charge: Life Jackets, Diving Boards

SCHEDULE D

ARENA SCHOOL LESSON

Service	Class Size Child to Instructor	Session length	# of sessions	Rate	
Skating Lessons*	8:1	30 mins	4	\$139.96	per program

[staff cost] x [session length] x [number sessions]

*Equipment and supplies included

Multiple classes can be accommodated with more instructors

Fees	Rate		Notes
Skate Instructor	\$34.99	Per hour	Minimum 1 hour call out

PUBLIC SKATING

Fees	Rate		Notes
Ice Booking	\$0.00	Per hour	
Ice Patrol*	\$49.55	Per hour	Minimum call out of 2 hours
Ice Patrol – Winter Ice Palace*	\$99	Per hour	2 staff for a minimum call out of 2 hours

*Upon request of School

Equipment	Rate	
Skate Rental	\$3.25	per use
Helmet Rental	\$1.75	per use
Skating Aid/Bar	Free	
Hockey Nets	Free	

SCHEDULE D

FITNESS SCHOOL PROGRAMS

Service	Class Size Child to Instructor	# of sessions	Rate	
Fitness Program	25:1	1	\$26 - \$50*	per session

*program activity dependent

HERITAGE SCHOOL PROGRAMS

Service	Class Size Child to Instructor	# of sessions	Rate	
Heritage School Program*	30:1	1	\$86.15	per workshop
Heritage Guided Tour	30:1	1	\$2.55	per person

[staff cost + prep time] X [length of program] + [supplies]

*All supplies, consumables and teacher's notes including pre- and post-visit activities included

Fees	Rate		Notes
EduKits	\$51.45	Per kit	3-week rental

NATURE SCHOOL PROGRAMS

Service	Class Size Child to Instructor	# of sessions	Rate	
Nature Program (Instructor Led)	24:1	1	\$105.25	per group
Nature Centre Workshop for Teachers		1	\$30.90	per person, per session

[staff cost + prep time] X [length of program] + [supplies]

SCHEDULE D

ROOM RENTALS - EFFECTIVE SEPTEMBER 1, 2021 (updated rates will be sent to Board each year)

Facility Type	Capacity	Monday – Friday 8:00 am – 3:00 pm	After Hours After 3:00 pm, Saturday & Sunday
Small Meeting Rooms	up to 30 people	\$0.00/hr	\$12.91/hr
Medium Size Rooms and Kitchens	30 to 75 people	\$0.00/hr	\$23.67/hr
Small Halls and Large Meeting Rooms	75 to 140 people	\$0.00/hr	\$35.03/hr
Large Halls	140 to 300 people	\$0.00/hr	\$48.35/hr
Stand Alone Halls	dependent on the specific location	\$0.00/hr	\$25.6/hr
Gymnasium <i>Bridgeview, Chuck Bailey, Cloverdale Recreation Centre, Fraser Heights, Guildford, Newton and South Surrey</i>	dependent on the specific location	\$0.00/hr	\$89.88/hr

Extra Fees	Rate	
AV/Projector Rental Fee	\$27.75	per use
Bleacher Rental	\$61.33	per use
Facility Attendant	\$36.25	per hour
Gym Trapping	\$436.35	per use, per Gym
Janitorial Cost	\$44.00	per hour
Misc. Fees (chair cleaning, equipment rental, etc.)	Cost	
Projection Screen Rental	\$25.00	per use
Stand Alone Facility Cleaning Fee	\$42.50	per hour

All prices noted in Schedule D are subject to Government Sales Tax

SCHEDULE E

SCHEDULE E

THIS AGREEMENT made the 10 day of *November*, D., 197*6*

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SURREY,
a District Municipality under the Municipal
Act of the Province of British Columbia and
having its Municipal Offices at 14245 - 56th
Avenue, in the Municipality of Surrey, Pro-
vince of British Columbia.

(hereinafter called the "Municipality")

OF THE FIRST PART:

AND:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL
DISTRICT NO. 36 (SURREY), a School Board
having its offices at 14275 - 56th Avenue, in
the Municipality of Surrey, Province of
British Columbia.

(hereinafter called the "Board")

OF THE SECOND PART:

WHEREAS the Municipality requires a facility in which
it can operate its recreational and cultural programs;

AND WHEREAS the Board requires an enlarged facility to
meet the educational needs of the residents in the area;

AND WHEREAS Guildford Park Community School has brought
forward to the parties hereto a proposal for the construction
of a community facility;

AND WHEREAS the Municipality represents the interests
of the Port Mann Community Association for the purpose of
assisting the Association in securing to itself a place to
hold meetings and organize community activities;

AND WHEREAS the Municipality and the Board have agreed
that the construction of a community facility would be of
benefit to the citizens of Surrey;

AND WHEREAS Section 171 of the Public Schools Act
permits the Board with the prior approval of the Minister of
Education to enter into Agreements with Municipalities for
the purpose of constructing, maintaining, operating, or
using jointly, community facilities on sites owned by the
School Board;

*Re: Gld. PK.
Community
(ARTS)
Facility*

*So pay 3, 4, 5
re annual
payment from
Municipality to
held in trust*

*Exp'n
20 yrs
(change)
1996-11-10*

SCHEDULE E

NOW THEREFORE this Agreement witnesseth that in consideration of mutual covenants herein contained, the parties hereto covenant and agree with each other as follows:

1. The Board grants the Municipality the right to enter upon those lands situate in the Municipality of Surrey, Province of British Columbia, owned by it and more commonly known as the Guildford Community School Grounds, for the purpose of constructing an extension to the Guildford Park Community School in accordance with architectural plans hereinafter mutually agreed upon by the Board and the Municipality.

2. That the cost of construction of the said facility is not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), and shall be financed in accordance with the following formula:

- a) The Board is to provide the sum of SEVENTY-SEVEN THOUSAND, SEVEN HUNDRED AND FORTY-SIX DOLLARS AND NINETY CENTS (\$77,746.90), plus additional accrued interest.
- b) The Municipality is to provide the balance of the sum required to a maximum of ONE HUNDRED AND TWENTY-TWO THOUSAND, TWO HUNDRED AND FIFTY-THREE DOLLARS AND TEN CENTS (\$122,253.10).

3. In order to offset the costs of constructing the said extension, the Municipality will make application to the Province of British Columbia for a grant under the Community Recreation Facility Fund Act and this Agreement shall not be of force and effect until such time as the Government of the Province of British Columbia has approved a grant pursuant to the above-mentioned Community Recreation Facility Fund Act in which case the monies so received, shall be applied against the Municipality's share of the cost of financing the said school extension.

SCHEDULE E

4. That upon completion of the facility, the use of the facility shall come under the provisions of the present Agreement between the Board and the Municipality re Community Use of Schools, and the Port Mann Community Association as represented by the Municipality, shall have the same priority regarding use of the facility as Community Education and Recreation does in the said Agreement, provided further that in the event of a dispute arising out of the interpretation of this Agreement including the termination thereof, or operation or use of the facility, the dispute shall be settled by means of the provisions set out in the British Columbia Arbitration Act.

5. That upon completion of the facility, the Municipality shall pay to the Board the sum of One Thousand, Three Hundred Dollars (\$1,300.00) per annum for the Municipality's share of the maintenance of the building as it relates to community use which sum will be deposited by the Board in a trust account established pursuant to Section 242 - 3 of the Public Schools Act.

6. The Board shall be responsible for all other and additional costs of operating the facility.

7. That all architectural expenses incurred by the Municipality in anticipation of the consent of the Minister will be shared equally by the Board and Municipality should the Minister of Recreation and Conservation fail to consent to this Agreement.

8. This Agreement shall come into effect upon the approval of the Minister of Recreation and Conservation and the Minister of Education and shall remain in effect for a minimum of twenty (20) years unless terminated by mutual agreement or by arbitration pursuant to clause 4 hereof. During the said period of twenty (20) years, any revisions or amendments to this Agreement must be acceptable to and approved by the Minister of Recreation and Conservation and the Minister of Education.

SCHEDULE E

100-10-10

In witness whereof the parties have hereunto set their hands and seals on the day and year first above written.

The Corporate Seal of THE CORPORATION OF THE DISTRICT OF SURREY, was hereunto affixed in the presence of its duly authorized officers:

Mayor

Clerk

The Corporate Seal of THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 36, (SURREY), was hereunto affixed in the presence of its duly authorized officers:

Chairman

Secretary-Treasurer

SCHEDULE E

THIS AGREEMENT dated the _____ day of _____ A.D., 19 ____ :

BETWEEN:

THE CORPORATION OF THE DISTRICT
OF SURREY

OF THE FIRST PART:

AND:

THE BOARD OF SCHOOL TRUSTEES
OF SCHOOL DISTRICT NO. 36

OF THE SECOND PART:

A G R E E M E N T

MORRIS C. SORONOW,
BARRISTER AND SOLICITOR,
LAW DEPARTMENT

THE CORPORATION OF THE DISTRICT OF SURREY

14245 - 36TH AVENUE, SURREY, B. C.

591-4124

SCHEDULE F

THIS AGREEMENT made as of the 4th day of July, 2000.

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT
NO. 36 (SURREY), a Board duly constituted
under the School Act of the Province of
British Columbia, having its offices at
14225 - 56 Avenue, in the City of Surrey,
in the Province of British Columbia

(hereinafter called the "Board")

OF THE FIRST PART

AND:

THE CITY OF SURREY, a local government,
having its offices at 142 0 56 Avenue, in the City
of Surrey, in the Province of British Columbia

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

A. Section 98(2) of the *School Act* of British Columbia provides that a Board, with the Minister's prior approval, may enter into an agreement with a municipality that is located in or located in part of the School District for the purpose of constructing, maintaining, operating or using jointly, or contributing to the cost of the construction, maintenance or operation of facilities for joint board and community use;

B. Section 176(1)(b) of the *Municipal Act* of British Columbia provides that a local government may enter into an agreement with a public authority, which includes a Board of School Trustees respecting the undertaking, provision and operation of activities, works and services ;

C. The parties, through an agreement dated May 29, 1983, are committed to the joint development and use of school and park sites that are owned by the City or the Board;

D. The Board is the owner in fee simple of that certain parcel or tract of land and premises known as Princess Margaret Secondary, Site #046, and situate, lying and being in the City of Surrey, Province of British Columbia, which is hereinafter more particularly described as:

Lot A Section 17 Township 2
New Westminster District Plan 85216

(the "Board Lands");

SCHEDULE F

E. The Board and the City have agreed that the Board will extend the scope of construction work on the Board Lands to include the expansion of the small gymnasium currently planned for the site to an elementary school size gymnasium ("Secondary Gym"), the creation of a small youth coordinator office, an external equipment room, a small internal equipment room and external access washrooms. The cost of the expanded scope of work, \$250,000.00, will be paid by the City;

F. The Board and the City have agreed upon the future joint utilization of the Secondary Gym located on Board Lands at the location shown on the sketch attached as Schedule "A" to this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. (a) The Board covenants and agrees to construct the Secondary Gym on the Board Lands as shown on Schedule "A" hereto. The Board further covenants and agrees to proceed with the construction of the Secondary Gym in an expeditious manner and to pay all amounts required to complete the Secondary Gym. The Secondary Gym will be vested in and remain the property of the Board; and

(b) The City covenants and agrees to pay to the Board the sum of Two Hundred and Fifty Thousand (\$250,000.00) Dollars as its contribution to the cost of the Secondary Gym upon completion of the Secondary Gym and at the request of the Board.
2. Subject to:
 - (a) the right of the Board to use the Secondary Gym for school purposes upon completion in accordance with the terms of this Agreement; and
 - (b) the approval of the Ministry of Education of the Board entering into this Agreement,the Board covenants and agrees to maintain the Secondary Gym and to permit access to the Secondary Gym as set out in paragraph 6 herein.
3. (a) The City covenants and agrees to pay the Board the cost of two hours of janitorial services for weekend use of the Secondary Gym, including the male and female change rooms and washrooms attached to the Secondary Gym, for each weekend of the school year (September to June) that the facility is used.

(b) When school is not in session during the summer the City will pay no janitorial costs for use of the Secondary Gym, including the male and female change rooms and washrooms attached to the Secondary Gym, between the hours of 09:00 a.m. and 15:00 p.m. If the City uses the facilities before 09:00 a.m. or after 15:00 p.m. it will pay the costs for the janitorial services required.

(c) Representatives of each of the City and the Board will meet to determine janitorial costs required for any special events scheduled by the City in the Secondary Gym.

SCHEDULE F

- (d) The Board will bill the City for janitorial costs for use of the Secondary Gym, including the male and female change rooms and washrooms attached to the Secondary Gym, quarterly.
- 4. The Board hereby grants to the City, its officers, agents, servants, contractors, employees, and invitees the right to enter upon the Board Lands to use the Secondary Gym in accordance with the terms hereof and any other terms to which the parties may agree in writing from time to time, in order to fulfil the spirit and intent of this Agreement.
- 5. The Board and the City covenant and agree to cooperate to the greatest extent possible in the initial planning and in the subsequent programming and scheduling of the Secondary Gym for curricular, extracurricular and community uses with a view to obtaining optimum return to the community as contemplated by this Agreement.
- 6. Upon completion of the Secondary Gym, the Board and the City will have joint use of the Secondary Gym as follows:
 - (a) the Board will have use of the Secondary Gym, including the male and female change rooms and washrooms attached to the Secondary Gym, for school purposes between the hours of 7:00 a.m. and 5:00 p.m. on all days during which school is in session and at such other times as agreed to with the City;
 - (b) the City will have use of the Secondary Gym, including the male and female change rooms and washrooms attached to the Secondary Gym, from 5:00 p.m. until 10:30 p.m. on weekdays and from 7:00 a.m. until 10:30 p.m. on Saturdays and Sundays when school is in session and, when school is not in session during the summer, from 7:00 a.m. until 10:30 p.m. on weekdays, except for a two-week period for heavy cleaning starting August 15th;
 - (c) the City will not have use of the Secondary Gym, including the male and female change rooms and washrooms attached to the Secondary Gym, at Christmas or spring break to include weekends during, at the beginning and end of each school closure period;
 - (d) the City will not have use of the Secondary Gym, including the male and female change rooms and washrooms attached to the Secondary Gym, on statutory holidays;
 - (e) the City will not have use of the Secondary Gym, including the male and female change rooms and washrooms attached to the Secondary Gym, at times when it is required by the Board for parent nights, open houses, elections and school functions. The Board will provide the City with six months notice of its required use;
 - (f) the City will have exclusive use of the youth coordinator's office, external equipment room, and external access washrooms every day;
 - (g) the City and the Board will share common resources and common space wherever possible;

SCHEDULE F

- (h) major maintenance requirements for floor and wall finishes will be cost shared on a fifty-fifty basis. A one year notice of major maintenance requirements will be given for budgeting purposes;
- (i) each party will provide their own equipment for programs within the facility other than common equipment such as volleyball standards, badminton standards and basketball hoops.

Any party to this Agreement may, in its sole discretion, prohibit any use of the Secondary Gym that it deems to be detrimental to the physical condition of the Secondary Gym or any use that is contrary to the operating policies of either party; PROVIDED HOWEVER, that neither party will deny use to any group at times when the Secondary Gym is available to the other party without first consulting with the other party.

7. The Board reserves the right to cancel the City's use of the facilities with no notice due to safety concerns or emergency situations.
8. It is understood and agreed that the Board and the City may each schedule use, levy and collect such fees and charges for the use of the Secondary Gym by the public during their respective hours of use pursuant to this Agreement as each may, in its sole and absolute discretion, deem appropriate and each party may retain any such fees and charges for its own use absolutely.
9. The City will be responsible for gate opening and closure on Saturdays, Sundays and school summer holidays and the Board will be responsible for gate opening and closure on days when school is in session.
10. The City shall indemnify and hold harmless the Board and its employees, servants, agents and contractors from any and all claims excepting negligence of the Board, resulting from the City's use and occupation of the Board Lands. The Board shall forthwith, upon receiving notice of any suit brought against it, deliver to the City full particulars thereof and the City shall render all reasonable assistance requested by the Board in the defence thereof. Each party shall be responsible for its own legal fees and costs incurred in defending such an action.
11. Each of the parties shall maintain a minimum of Five Million (\$5,000,000.00) Dollars of comprehensive general liability and property damage insurance against claims for personal injury, death and property damage arising out of the use or occupation of the Secondary Gym. The parties hereto further agree to furnish certificates confirming such insurance coverage if requested by the other party.
12. Any condoning, excusing or overlooking by the Board of any default, breach or non-performance by the City of any covenant, proviso or condition herein contained, shall not operate to waive the Board's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the Board under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the Board shall be deemed to be cumulative, not alternative.
13. Any condoning, excusing or overlooking by the City of any default, breach or non-performance by the Board of any covenant, proviso or condition herein contained, shall not operate to waive the City's rights under this Agreement in respect of any later default, breach or non-observance

SCHEDULE F

so as to defeat in any way the rights of the City under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the City shall be deemed to be cumulative, not alternative.

14. Any notice, direction or other instruction required or permitted to be given hereunder shall be in writing and may be delivered personally or by registered mail, postage prepaid, addressed as follows:

THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 36 (SURREY)
Attention: Secretary-Treasurer
14225 - 36 Avenue, Surrey, B.C. V3X 3A3

and

THE CITY OF SURREY
Attention: General Manager,
Parks, Recreation and Culture
7452 - 132nd Street, Surrey, B.C., V3W 4M7

15. Any dispute arising between the parties in connection with the interpretation of this Agreement or with the use and operation of the Secondary Gym pursuant to this Agreement, shall be referred to the City's General Manager, Parks, Recreation and Culture, and the Board's Secretary - Treasurer for resolution. If the City's General Manager, Parks, Recreation and Culture, and the Board's Secretary - Treasurer are unable to resolve the dispute, either may serve notice on the other to refer the matter to arbitration in accordance with Section 17 of this Agreement.
16. This Agreement, or any renegotiated agreement, shall come into force upon the approval of the Minister of Education of the Province of B.C. and shall be effective for ten (10) consecutive years thereafter; and from year to year thereafter unless either party gives notice of its intention to renegotiate or terminate the Agreement in accordance with the provisions of Section 17 of this Agreement.
17. No later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of this Agreement, or no later than six (6) months prior to the tenth or any subsequent anniversary of the effective date of any renegotiated agreement, either party may notify the other in writing of its intention to renegotiate or terminate this Agreement.

Where notice to terminate is served by either party, the notice shall be effective five (5) years after the next following anniversary of the effective date of this Agreement and the Agreement shall not be renegotiated within that period.

Where notice to renegotiate this Agreement is served by either party, the parties will forthwith enter into discussions to reach terms of a renegotiated agreement. Any matter may be renegotiated with the exception of:

- (i) the term of the renegotiated agreement which shall be ten (10) years from the next following anniversary of the effective date of this Agreement; and

SCHEDULE F

(ii) the provisions of Sections 15, 16 and 17 of this Agreement.

In the event that such discussions do not result in mutually acceptable terms of a renegotiated agreement by the next following anniversary of the effective date of the Agreement, the matter or matters still in dispute shall be referred to one arbitrator pursuant to the *Commercial Arbitration Act* of the Province of British Columbia and the arbitrator will determine the disputed conditions of the Agreement for the ten (10) year term of the renegotiated agreement. If the award of the arbitrator has not been received by the anniversary date of the Agreement, the terms of the Agreement as set forth herein shall continue to have force and effect until the award of the arbitrator has been published.


18. This agreement shall ensure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.


IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals duly attested by the hands of their duly authorized officers on the day and year first above written.

The Corporate Seal of THE
BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 36
(SURREY) was hereunto affixed
in the presence of:


Chairperson


Secretary-Treasurer

The Corporate Seal of the
CITY OF SURREY was hereunto
affixed in the presence of:


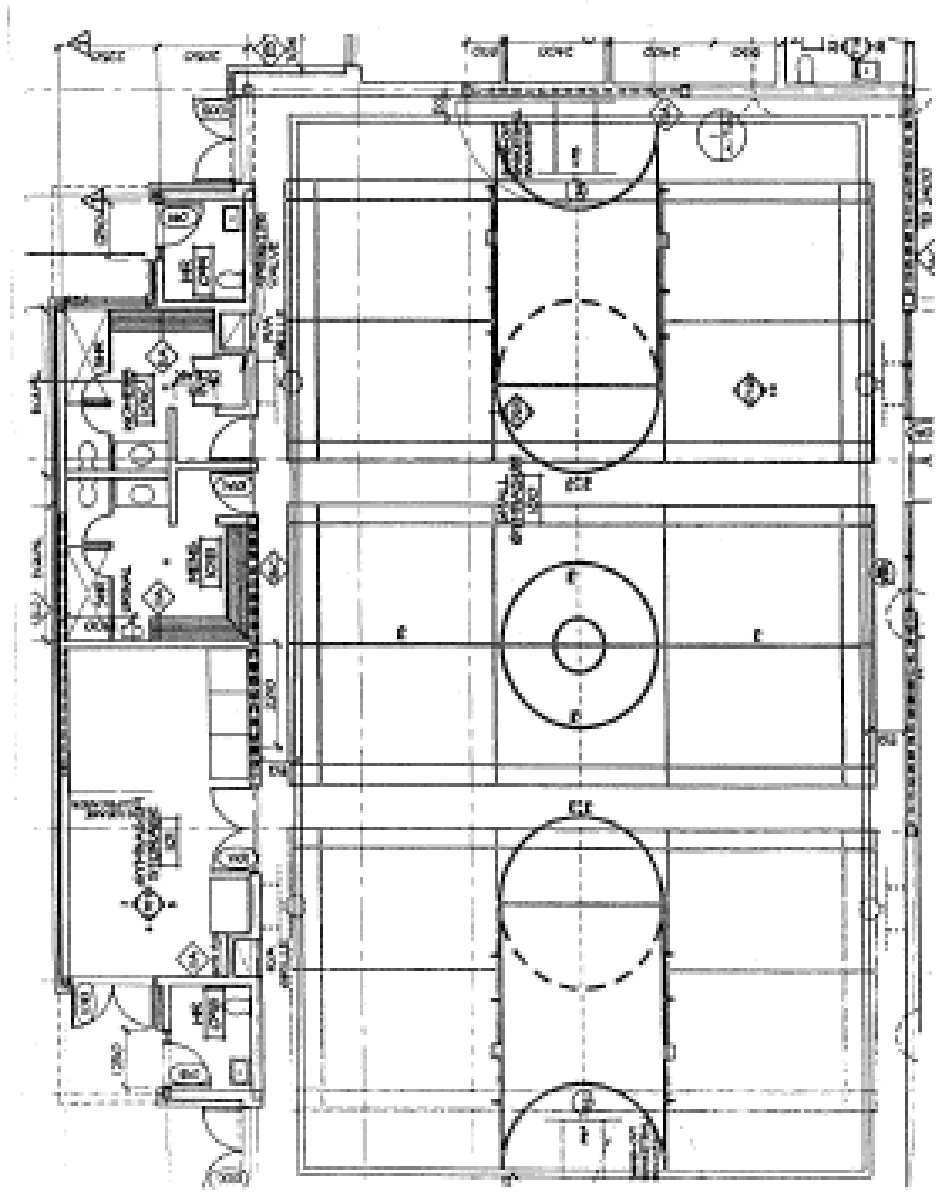
General Manager - Parks, Recreation
and Culture Commission


Clerk

SCHEDULE F

Schedule "A"

Plan showing layout of Secondary Gym



SCHEDULE G

SERRAHMOO - 18825 56771
SERRAHMOO SECONDARY SCHOOL, NASIUM

THIS AGREEMENT MADE AS OF THE 6 DAY OF June, 1988 ⁹W

BETWEEN:

THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 36 (SURREY), a "Board" duly constituted under the "School Act" of the Province of British Columbia, having its offices at 14225 - 56 Avenue, in the District of Surrey, in the Province of British Columbia

(hereinafter called the "Board")

OF THE FIRST PART

AND:

THE CORPORATION OF THE DISTRICT OF SURREY, a District Municipality duly incorporated under the "Municipal Act" of the Province of British Columbia, having its Municipal offices at 14245 - 56 Avenue, in the District of Surrey, in the Province of British Columbia

(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS Section 168(4) of the School Act and Section 682(2) of the Municipal Act provide that the parties hereto may enter into an Agreement, subject to the approval of the Minister of Education, for the purposes of constructing, maintaining, operating or using jointly community facilities on sites the title to which is held by either party or is leased by either of them from the Crown in the Right of the Province of British Columbia;

AND WHEREAS the Board is the owner in fee simple of that certain parcel or tract of land and premises situate, lying and being in the Municipality of Surrey, Province of British Columbia, which is hereinafter more particularly known and described as: Lot 38, SW 1/4, S15, Township 1, Plan 29452, NWD known as the White Rock Secondary School, having a street address of 1785 - 148 Street, Surrey, B.C., referred to as "the said lands";

SCHEDULE G

AND WHEREAS the Municipality and the Board have agreed in principle to share in the cost of constructing a gymnasium (hereinafter referred to as the "said facilities"), upon the said lands; the said facilities being shown and described in Appendices attached hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

1. This Agreement governs the construction, use, and maintenance of the said facilities, as shown on Appendix "A", in accordance with the approved construction specifications and the use and maintenance provisions contained hereunder.

2. The Board covenants to construct without unreasonable delay, and thereafter to maintain and operate the said facility as shown on the plan annexed hereto and marked Appendix "A" to this Agreement.

3. Subject to the right of the Municipality to use the said facilities as provided in this Agreement for recreational purposes upon completion, the Municipality covenants and agrees to contribute five hundred thousand dollars (\$500,000) of the cost of constructing the said facilities, the payment of which is to be made in installments payable June 30 and December 31 of each year, based on the agreed percentage of completion of the project.

The Board covenants and agrees to contribute the remainder of the cost of constructing the said facilities.

4. The Board and the Municipality covenant and agree to cooperate to the greatest extent possible in the planning, construction and subsequent programming of the use of the said facilities for school and community uses in order to obtain the optimum return to the community.

5. Upon completion of the said facilities the Board and Municipality shall have joint use thereof as follows:

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- (a) The Board shall have use of the said facilities for school purposes normally between the hours of 8:00 a.m. and 4:00 p.m. on all days during which school is in session and at such other times as agreed to by the Municipality or as may be required for extracurricular purposes by the Board.
- (b) The Municipality shall normally have use of the said facilities at all times other than during those hours reserved for the Board's use.

The Board hereby grants to the Municipality, its authorized officers, agents, servants and employees, the right to enter upon the said lands in order to use the said facilities in accordance with the terms hereof.

When the said facilities are available to the Municipality, the Municipality may, in its sole discretion, prohibit any use thereof that it deems to be detrimental. The Board, as owner of the facilities may, at any time, in its sole discretion, prohibit any use that it deems detrimental; PROVIDED HOWEVER, that the Board will not deny use to any group at times when the facilities are available to the Municipality without first consulting with the Municipality.

6. It is understood and agreed that the Board and the Municipality may each levy and collect such fees and charges for the use of the said facilities by the public during their respective hours of use pursuant to this Agreement as each may, in its sole and absolute discretion, deem appropriate and each party may retain any such fees and charges for its own use absolutely.

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The Municipality shall indemnify, protect and save harmless the Board, its officers, agents, servants and employees from and against all actions, costs of actions, claims and demands of every kind, description, and nature whatsoever arising out of or in any way connected with the use of the said facilities by the Municipality pursuant to this Agreement, provided that the said actions, claims or demands do not arise out of the acts or omissions of the Board, its officers, agents, servants and employees and all such actions, costs of actions, claims and demands recoverable from the Board or its property shall be paid the Municipality and, if recoverable from the Board or its property shall, together with any costs and expenses incurred therewith, be charged to the Municipality.

For the purposes of carrying out the provisions of this Agreement, both parties shall carry a minimum of at least Five Million Dollars (\$5,000,000) public liability insurance.

8. The Board shall maintain the said lands and the said facilities in good repair for use by the Board and the Municipality, and the Board shall invoice the Municipality once annually, in December of each year during the term hereof, for one-half of the mutually agreeable expenditures made by it for such maintenance during that year.

9. Any condoning, excusing or overlooking by the Board of any default, breach or non-performance by the Board of any covenant, proviso or condition herein contained, shall not operate to waive the Municipality's rights under this Agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the Municipality under this Agreement on any such later default, breach or non-observance, and all rights and remedies of the Municipality shall be deemed to be cumulative, not alternative.

10. Any condoning, excusing or overlooking by the Municipality of any default, breach or non-performance by the

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Board of any tenant, proviso or condition herein contained, shall not operate to waive the Municipality's rights under this agreement in respect of any later default, breach or non-observance so as to defeat in any way the rights of the Municipality under this agreement on any such later default, breach or non-observance, and all rights and remedies of the Municipality shall be deemed to be cumulative, not alternative.

11. Any notice, direction or other instruction required or permitted to be given hereunder by the Board to the Municipality or vice versa shall be in writing and may be delivered personally or may be mailed by registered mail postage prepaid, addressed as follows:

THE BOARD OF SCHOOL TRUSTEES
SCHOOL DISTRICT NO. 36 (SURREY)

14225 - 56 Avenue
Surrey, B.C.
V3W 1M9

and

THE CORPORATION OF THE DISTRICT OF SURREY

14245 - 56 Avenue
Surrey, B.C.
V3W 1J2

12. In the event of a dispute arising between the parties hereto in connection with the interpretation hereof, or with the use, operation and maintenance of the said facilities pursuant to this Agreement, such dispute may be settled by arbitration pursuant to the Commercial Arbitration Act of the Province of British Columbia or, if the parties are unable to agree upon such arbitration, by any Court having jurisdiction in the matter.

13. This Agreement shall be effective for the five (5) year period November 1, 1988 through October 31, 1993

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inclusive; shall be renewed for the following five (5) year period November 1, 1993 through October 31, 1998 inclusive; and shall be renewed from November 1st through October 31st and from year to year thereafter unless either party gives notice of its intention to renegotiate or terminate the Agreement in accordance with the provisions of Section 14 following.

14. No later than six (6) months prior to the expiry date of this Agreement (no later than April 30, 1998 or any subsequent April 30th), either party may notify the other in writing of its intention to renegotiate or terminate this Agreement.

Where notice to renegotiate this Agreement has been served, the parties will forthwith enter discussions to reach terms of a revised Agreement. In the event that such discussions do not result in mutually acceptable terms of a revised Agreement by the expiry date of the Agreement (October 31st following issuance of notice to renegotiate), the matter is to be referred to arbitration pursuant to the Commercial Arbitration Act of the Province of British Columbia and the arbitration board so established will fix final conditions of Agreement for a one (1) year term commencing November 1st; PROVIDING HOWEVER that the arbitration board may not vary the provisions of Section 13 or 14 as herein set out; AND PROVIDING FURTHER that if the award of the board of arbitration has not been received by the expiry date of the Agreement (October 31st following issuance of notice to renegotiate), the terms of the Agreement as set forth herein shall continue to have force and effect until the award of the board of arbitration has been published or October 31st of the following year, whichever first occurs.

Where notice to terminate the Agreement has been served, this Agreement will be terminated on the expiry date (October 31st, 1998 or any subsequent October 31st) immediately following the serving of such notice.

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IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals duly attested by the hands of their duly authorized officers on the day and year first above written.

The Corporate Seal of THE BOARD OF)
SCHOOL TRUSTEES, DISTRICT NO. 36)
(SURREY) was hereunto affixed in)
the presence of:)

Louise L. Pickley)
Chairman)

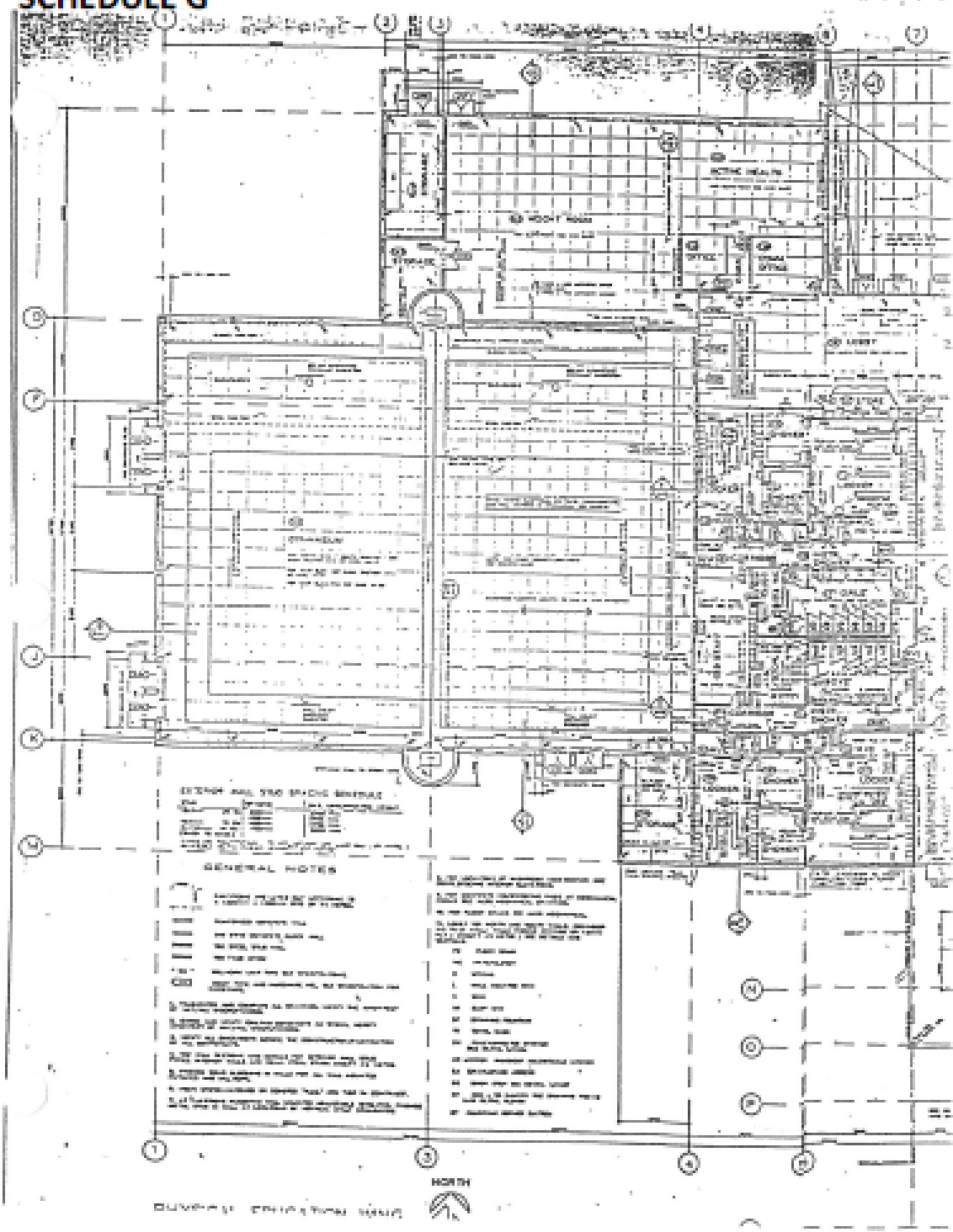
Andrew)
Secretary/Treasurer)

Signed on behalf of THE)
CORPORATION OF THE DISTRICT OF)
SURREY)

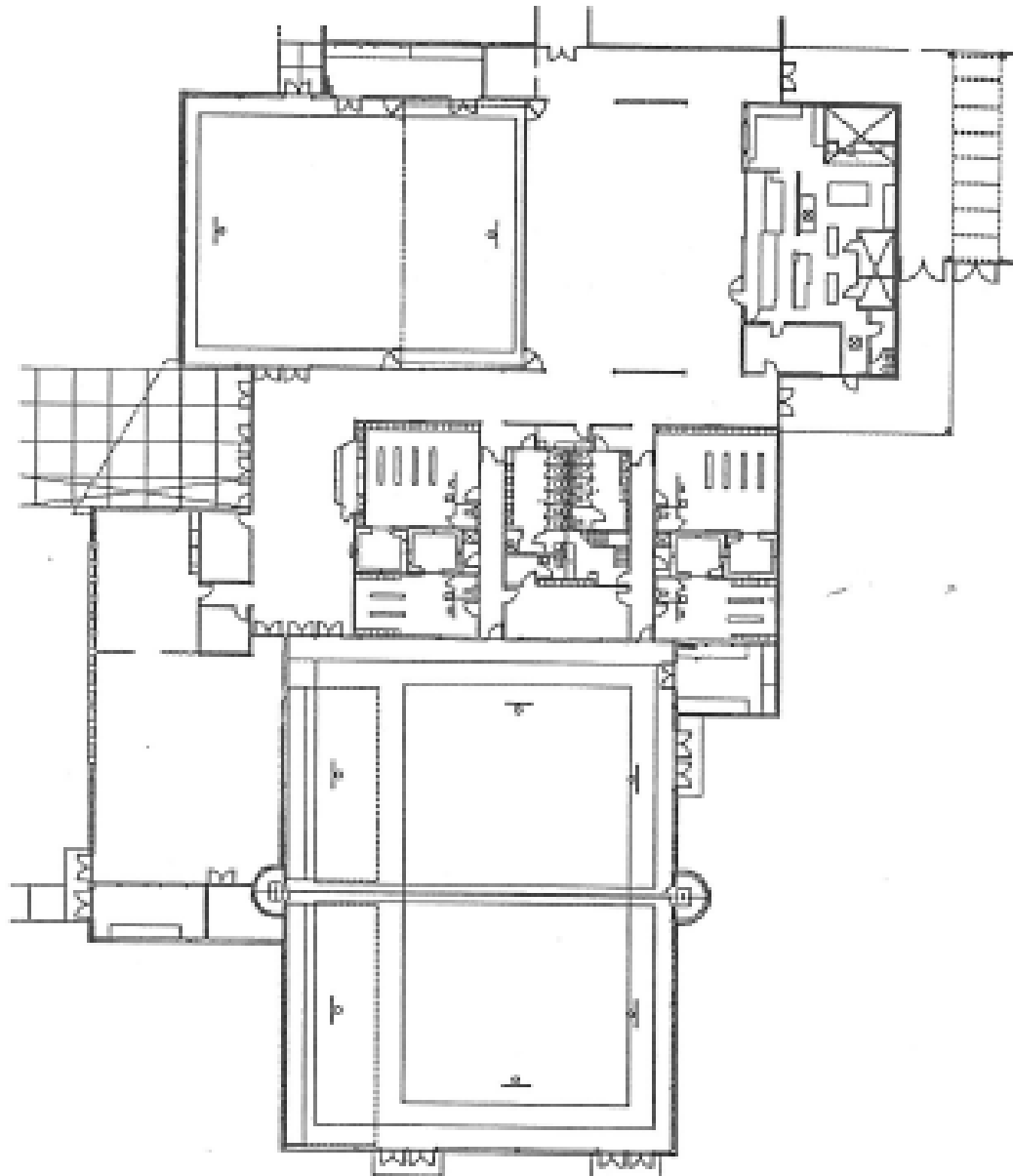
Robert J. B...)
Mayor)

W. J. ...)
Clerk)

SCHEDULE G



SCHEDULE G



SEMIAHMOO SECONDARY SCHOOL
PHYSICAL EDUCATION FACILITIES