

THIS AGREEMENT DATED FOR REFERENCE THIS 4th DAY OF July, 2000.

BETWEEN:

THE CITY OF SURREY, a municipal corporation
pursuant to the Municipal Act of British Columbia
having an office at 7452 - 132nd Street, Surrey,
B.C., V3W 4M7,

(the "City")

of the First Part

AND:

THE BOARD OF SCHOOL TRUSTEES OF
SCHOOL DISTRICT NO. 36 (SURREY), a board
of school trustees pursuant to the School Act of
British Columbia having an office at 14225 - 56th
Avenue, Surrey, B.C. V3X 3A3

(the "Board")

of the Second Part

WHEREAS:

- A. The City, through the Parks, Recreation and Culture Commission has a mandate to develop, construct, operate and maintain park, recreation and culture facilities and to organize, administer public environmental, recreation and culture programs and services;
- B. The Board has a mandate to operate both community schools and an adult education program, and also has a policy promoting public access to and community use of school facilities and grounds;
- C. The parties agree on the Mission Statement attached as Schedule "A" hereto;

- D. The parties agree that the ultimate responsibility for the use of facility space will remain with the owner of the facility;
- E. This Agreement is not intended to amend any of the existing leases and other property agreements, including site-specific joint-use agreements, between the Board and the City.
- F. The Board and the City provide essential community services to the public and have agreed to maintain formal and informal processes for ensuring ongoing communication and collaboration;

NOW THEREFORE this agreement witnesses that in consideration of the mutual covenants and agreements hereinafter set out the parties agree as follows:

RECIPROCAL PROVISIONS FOR JOINT USE

1. The Board grants to the City the right to operate activities after regular hours in schools without rental costs. On-site supervision will normally be provided at no cost to the City during regular school shifts. The City will pay to the Board the cost of extraordinary supervision, security, specialty equipment and developing rental-party storage areas when such services, equipment and storage are deemed necessary, but will pay no other personnel or facility rental charges.
2. The City grants to the Board the right to use City facilities without rental costs between 9:00 AM and 3:30 PM on prescribed school days, and at other times when no loss of revenue results. The Board will pay to the City the cost of any instruction provided and any costs associated with additional supervision, security, specialty equipment and developing rental-party storage areas, when such services, equipment and storage are deemed necessary, but will pay no other personnel or facility rental costs.

3. Each party will provide the particular facility to the other in the condition in which that facility would normally be provided to any other user in the ordinary course of programming; this is to say, facilities will be made available on an "as is" basis. The parties agree to use the facilities in accordance with this Agreement, the City by-laws, City policy, Parks, Recreation and Culture Commission policy and Board policy governing use of such facilities. Notwithstanding the foregoing, the City and Board agree to strive for consistency in maintenance standards for facilities which are intended for joint use, with such standards to be at least the minimum necessary to meet the community's needs.
4. Each party to this Agreement will make its buildings and grounds 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".
5. This Agreement replaces and supercedes the agreement entered into by the parties and dated May 20, 1983, wherein the parties expressed their commitment to the joint use of Board and City facilities.

OPERATIONS COMMITTEE

6. 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 forthwith after the execution of this Agreement to oversee the operation of this Agreement.

RESTITUTION AND REPAIRS

7. It shall be the responsibility of the user party 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 scheduled programs. The facility shall be

inspected before use by the user party and the owner party to determine the condition of the facility and the equipment prior to use where feasible.

8. The owner party shall notify the user party of damage or loss within three working days after use. Sufficient notice shall consist of sending a fax or e-mail to the user's designated representative identifying the facility, permit number, date of detection, name of inspector, area or areas involved, description of damage and estimate and/or fixed costs of repairs or property replacement.
9. 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 upon by the parties from time to time. The user party agrees to reimburse the owner party at the estimated and/or fixed costs agreed upon receipt of an invoice for those costs.

DEVELOPMENT

10. The City and the Board shall share long range and medium range plans with the other party so as to maximize the potential for jointly developed facilities.
11. Wherever feasible, the City and the Board will make land purchases on adjoining sites so that the optimum use of joint facilities will be possible, and will consult each other on land purchases in such a manner as to maintain established procedures of confidentiality.
12. The City and the Board will participate in joint capital projects where appropriate and desirable, and in such circumstances a site-specific joint use agreement may be developed for the project.
13. Planners of school, park, recreation and culture 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.

14. If concurrent development is not possible, consultation between the parties hereto shall occur in order to facilitate the orderly development of the integrated site.
15. The City and Board 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.
16. The City and Board 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 benefits to the community, keeping in mind current Board and City policies.
17. On joint development projects and concurrent projects the City and the Board will explore revenue generating opportunities associated with third party advertising and sponsorship, with proceeds accruing to the relevant parties in proportion to their project investment, keeping in mind current Board and City policies.
18. After appropriate consultation, the parties may agree on the naming of joint school park sites.

LIABILITY

Insurance

19. Each of the parties shall maintain a minimum of Five Million (5,000,000) Dollars of comprehensive general liability and property damage insurance against claims for personal injury, death and property damage arising out of its use or occupation of the other party's facilities, as applicable. The parties further agree to provide certificates confirming such insurance coverage if requested by the other party.

Supervision

20. The User Party must provide adequate supervision of its participants in order to prevent damage to facilities or injuries to participants.

COMMUNICATION

21. Each party will support the distribution, circulation and posting of material promoting the activities and events of the joint use partner in a timely manner, within the parameters set out in each party's respective policies for sponsorship and advertising.
22. On joint development projects and concurrent development projects the respective communications staff representing each party shall collaborate on press releases and official ceremonies planning.
23. 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.

JOINT USE OPERATING REGULATIONS

24. The parties agree to comply with the operating regulations attached hereto as Schedule "B".

TERMINATION

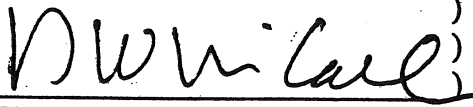
25. Either party may terminate this agreement at any time upon six months' written notice to the other at:

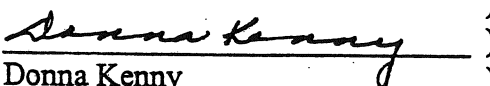
To: The Board of School Trustees
of School District # 36 (Surrey)
Attention: Secretary Treasurer
14225 56th Avenue
Surrey, BC V3X 3A3

And: The City of Surrey
 Attention: General Manager
 Parks, Recreation & Culture
 7452 132nd Street
 Surrey, BC V3W 4M7

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

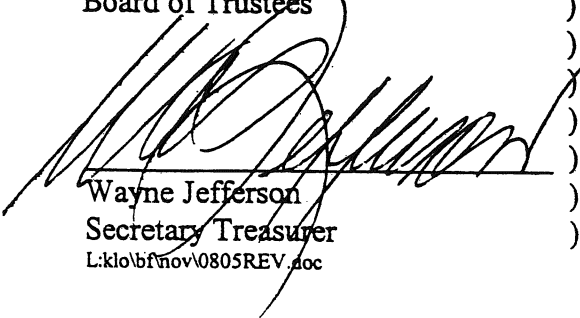
The City of Surrey)
 by its authorized signatories)
)
)
)


 D.W. (Doug) McCallum)
 Mayor)
)
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)
)


 Donna Kenny)
 City Clerk)
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)
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The Board of School Trustees of)
 School District #36 (Surrey))
 by its authorized signatories)
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 Heather Stilwell, Chair)
 Board of Trustees)
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 Wayne Jefferson)
 Secretary Treasurer)
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SCHEDULE "A" MISSION STATEMENT

In the interest of providing to the community, optimal use of the School District and City's Parks, Recreation and Cultural services, at a reasonable cost, the City of Surrey and the School District No. 36 (Surrey) have established a partnership that reflects a spirit of collaboration, mutual understanding, coordination, cooperation and open communication.

To achieve this mission, the City and the School District will:

- Coordinate, as much as possible, their planning, budgeting, development and programming initiatives.
- Be aware of and sensitive to the expectation and the needs of the community.
- Establish a formal communication structure and maintain formal and informal processes for ensuring ongoing communication and collaboration.
- Acknowledge a mutual commitment to optimizing customer services recognizing the impact of the unique mandate of each party.
- Enter into a mutually beneficial reciprocal agreement, ensuring the equality of that agreement in terms of fulfilling each party's overall service mandate, while striving for financial equity.

Schedule "B" - Joint Operating Regulations

Application Procedures

Applicants requesting the use of the City or the Board facilities will be required to complete the application forms provided by the respective appropriate department. For assured consideration, application forms must be submitted at least fifteen calendar days in advance of the proposed commencement or usage date. Parties hereto agree to abide by the policies/guidelines/regulations as provided by the Board and the City from time to time.

Booking Deadlines

On each sequential yearly period commencing on September 1 and ending on the following August 31, the parties hereto will observe the following protocol and deadlines for facility bookings; the information required by this protocol shall be in respect of the twelve month period from the commencement date of that period; (all of the following date references are to the respective months immediately prior to the commencement date):

- By July 15 each party will provide to the other a memo of all space available and of the space required for their own use within their respective facilities.
- By July 31 each party will provide to the other a written application for such of the listed available space of the other that such party wishes to utilize, and at such time, mutual confirmations will be exchanged verifying the allocation of the available space.
- After August 15 either party may allocate any uncommitted facility to any qualified third party.
- By December 15 to ensure maximum utilization, the parties will mutually conduct a re-evaluation of facility space requirements and availability for the period from January 1 to August 31.
- No subletting of facilities is permitted.

Priorities of Use

In establishing and administering booking policies for joint use facilities owned by the respective parties, the parties hereto agree that the following priority for joint-use facilities will be determined as follows (unless stipulated otherwise in site-specific agreements):

First priority: Facility Owner

- Second priority: Joint-Use partner
 Third priority: Community Groups (in the following order):
- I. Parent Advisory Committee;
 - II. Non-profit community organizations;
 - III. Fund raising functions conducted by non-profit organizations;
 - IV. Commercial business organizations (subject to rental fees).

Cancellation

1. When a booking for use of a Board or city facility has been confirmed, neither party may unilaterally cancel the booking. In exceptional circumstances, either party may apply in writing to the appropriate representative of the other party for cancellation of a previously confirmed booking. The application for cancellation must be made at least 15 calendar days prior to the confirmed booking date. If the cancellation application is approved, the confirmed booking may be cancelled in favour of the alternative activity.
2. In the event of a cancellation, the parties will utilize every effort to provide suitable alternate facilities for the holder of the cancelled booking.
3. In the case of any dispute with respect to a conflict in bookings or other emergent situation as to any of the facilities, an appeal may be made to the respective staffs of the Board and the City for resolution.
4. Both the Board and the City reserve the right to cancel the other party's use of their facilities with no notice for public safety concerns or any other emergency situations.

Athletic Fields - Operation

1. The Board and the City recognize the value in a shared allocation and booking system that will assist the parties in fair and equitable allocations of fields for community use. In order to fairly allocate fields for use by the community, the Board and the City shall endeavour to share information on the numbers and types of registrants within the various community sport associations.
2. It is understood by both the parties to this Agreement that grass athletic fields can be adversely affected by levels of use and by weather-related factors. The Board and the City agree to work closely in scheduling the use of grass fields so as to not unduly affect the quality of the fields and the player-related safety associated with field conditions. Both parties

agree to abide by field closures associated with inclement weather, field damage, field renovations, and certain types of field maintenance.

3. Wherever possible, site specific ongoing Committees should be struck to assist in the scheduling and monitoring of field use, with appointees from the School District, (preferably school-based staff) the city and the principal sport user association.

Equipment

1. As equipment availability can vary between facilities, it is the responsibility of the user to make the necessary and appropriate equipment arrangement with the respective facility. All requests for equipment must be made in writing seven (7) days prior to use of the facility. Generally, consumable types of equipment will be provided by the actual user.
2. All facilities will be normally provided in a vacant state, except where identified by the Board or City. It is the responsibility of the user to leave the facility in the same state that it was provided.
3. The Board and City will endeavour to provide locked storage space for the partner user to facilitate the use of extraordinary equipment required by the user.