

ATTACHMENT A

DISTRICT 68 SPORTS FIELD & RECREATION SERVICES AGREEMENT THIS AGREEMENT made this ____ day of _____, 2025

BETWEEN

REGIONAL DISTRICT OF NANAIMO
6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2
("Regional District")

OF THE FIRST PART

AND:

CITY OF NANAIMO
455 Wallace Street
Nanaimo, BC
V9R 5J6
("Nanaimo")

OF THE SECOND PART

WHEREAS:

- A. The Regional District established by Bylaw 1059 a service for pleasure, recreation and other community use known as the Southern Community Recreation Service which has as its participants the District of Lantzville and Electoral Areas A, B and C;
- B. By Agreement dated the 7th day of February 1997 between Nanaimo and the Regional District, Nanaimo has provided access to Sports Fields (as defined herein) and recreational facilities and programs as a service to members of the general public residing within the District of Lantzville and Electoral Areas A, B and C;
- C. The Regional District wishes Nanaimo to continue providing access to Sports Fields and recreational services to members of the public residing outside of the boundaries of Nanaimo and within the boundaries of the District of Lantzville and Electoral Areas A, B and C;
- D. The Regional District and Nanaimo wish to continue to permit the Regional District to have an ongoing voice in recreation service provision through, among other things, participation by representatives of the Regional District on a City of Nanaimo – Regional District of Nanaimo District 68 Sports Field and Recreation Committee.

NOW THEREFORE in consideration of the premises and mutual covenants and agreements contained in this Agreement, the parties covenant and agree as follows:

1. DEFINITIONS

In this Agreement:

- 1.1 **"Commencement Date"** means January 1, 2026.
- 1.2 **"Cost of Operation and Maintenance"** means:
 - (a) in relation to Sports Fields, the Net Costs for Sports Fields for the items set out in Schedule "A"
 - (b) in relation to Nanaimo Recreation Facilities, the Net Costs for Nanaimo Recreation Facilities for the items set out in Schedule "B"; but does not include Non-shareable costs or debt;
- 1.3 **"Electoral Areas"** means that portion of the Regional District included within the boundaries of Electoral Areas A, B, and C;
- 1.4 **"District 68"** means that portion of the Regional District included within the boundaries of Nanaimo, Lantzville and Electoral Areas A, B, and C;
- 1.5 **"Lantzville"** means the District of Lantzville;
- 1.6 **"Nanaimo"** means the City of Nanaimo;
- 1.7 **"Nanaimo Recreation Facilities"** means:
 - (a) Beban Park Complex (including Beban Social Centre, Beban Pool, Frank Crane Arena, Cliff McNabb Arena);
 - (b) Bowen Park;
 - (c) Nanaimo Aquatic Centre;
 - (d) Nanaimo Ice Centre
- 1.8 **"Net Cost"** means prior year actual expenditures for the Cost of Operation and Maintenance less cost recovery from fees imposed for the use of Nanaimo Recreation Facilities and Sports Fields;
- 1.9 **"Non-shareable costs"** shall generally mean the development of a new Sports Field or Recreation Facility and/or an upgrade to an existing Sports Field or Recreation Facility costing more than \$15,000 including but not limited to the construction of facilities or improvements, or the addition, replacement, repair or extension of fences, roofs, seating, irrigation systems, wells, drainage, lighting, backstops, goalposts, artificial turf, time clocks or similar game display signage or sod replacement.
- 1.10 **"Participating Areas"** means Nanaimo, Lantzville and Electoral Areas A, B, and C of the Regional District of Nanaimo;
- 1.11 **"Public Sessions"** means drop-in sessions at pools and arenas (i.e. public skating sessions, drop-in swimming), not including registered programs.
- 1.12 **"Recreation Services"** means recreation and community services offered at Nanaimo Recreation Facilities to residents of the Regional District Areas and Lantzville;

- 1.13 **"Regional District"** means the Regional District of Nanaimo
- 1.14 **"Regional District Areas"** means that portion of the Regional District included within the boundaries of Lantzville, Electoral Areas A, B, and C;
- 1.15 **"Sports Field"** means land developed for the playing of sport activities which is owned and operated by either Nanaimo or the Regional District Areas and includes the following:

City of Nanaimo:

1. Beban Gyro Fields
2. Bowen West Fields
3. Caledonia Field
4. Departure Bay Fields
5. Deverill Field
6. Diver Lake Park Field
7. Elaine Hamilton Fields
8. Groveland Fields
9. Harewood Artificial Turf Field East
10. Harewood Artificial Turf Field West
11. Harry Wipper Fields
12. Mansfield Field
13. May Bennett/Pioneer Park Fields
14. McGirr Park (leased to McGirr Sports Society)
15. Merle Logan Artificial Turf Field
16. Pleasant Valley Fields
17. Q'unq'inuqwstuxw Stadium Artificial Turf Fields
18. Robins Field
19. Rotary Bowl (leased to Nanaimo Track and Field Club)
20. Second Artificial Turf Field (SATF)
21. Serauxmen Fields
22. Serauxmen Stadium Field
23. Sid Clark Gyro Fields

Regional District of Nanaimo:

1. Rollo McClay (EA B)
2. Extension Sports Field (EA C)

and, without limitation, includes any Sports Field within Nanaimo, or the Regional District, which meets the criteria to be considered a Sports Field under Section 5.0;

1.16 **"Sports Field Services"** means:

- (a) operation and maintenance of Sports Fields in District 68; and
- (b) permitting access to and use of Sports Fields by residents of the Participating Areas.

1.17 **"Term"** means the period from the Commencement Date to December 31, 2045.

1.18 **"User Group"** means a club or organization with bookings at a facility or type of facility multiple times a week consistently throughout an activity season, or as determined by Director of Parks, Recreation and Culture in their discretion, acting reasonably, but does not include once a week groups, family/private rentals or one-off rental groups, or sports teams of which the majority of athletes hold permanent residency outside of District 68.

2. INTERPRETATION

- 2.1 A reference in this Agreement to wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 2.2 The headings of paragraphs, articles and sections of this Agreement are for convenience of reference only, do not form part of this Agreement and are not to be used in the interpretation of this Agreement.
- 2.3 This Agreement is to be governed and construed in accordance with the laws of the Province of British Columbia.
- 2.4 If any paragraph, article, or section of this Agreement is declared or held invalid for any reason, the paragraph, article or section may be severed from the Agreement without affecting the validity of the remainder of the Agreement.

3. SERVICES

- 3.1 The Parties covenant and agree with each other to provide Sports Field Services in accordance with this Agreement during the Term of the Agreement.
- 3.2 Nanaimo covenants and agrees to provide Recreation Services during the Term of the Agreement.

4. PAYMENTS

4.1 Commencing on the Payment Due Date in Section 4.3, the Regional District shall make payments to Nanaimo in accordance with the following:

- (a) Cost share calculation:

Each party shall share in the Cost of Operation and Maintenance of Sports Fields, Recreation Services, or both, calculated on the percentage of use by each party's residents established by averaging data from the three most recent usage Data Collections. Data Collections shall be

conducted once every five (5) years with the next Data Collection to be completed on or before October 31, 2028, as set out in Section 6.0.

(b) Payment to Nanaimo:

Total costs reported by Nanaimo for cost sharing purposes	\$ xxx
Less: the share calculated for Nanaimo under the formula in Section 4.1(a)	<u>\$(xxx)</u>
Net amount payable to Nanaimo	\$ xxx

4.2 Annual Budget

For the purpose of calculating the annual contribution amount for each year during the Term of This Agreement, Nanaimo and the Regional District respectively, shall provide to each other, on or before February 7 a statement of actual Costs of Operation and Maintenance compared to budget for the prior year ending December 31. These historical costs are used to calculate the current year budgeted contribution amount to be recognized as a revenue for Nanaimo and an expenditure for the Regional District. The costs to be shared shall consist of prior year actual costs of Nanaimo, budgeted current year Regional District costs net of any prior year surplus or deficit as reported by the Regional District for Sports Fields in the Regional District Areas.

4.3 Payment Due Date

On or before August 2 in each year during the Term of this Agreement, the Regional District shall remit to Nanaimo:

- (a) the amount payable under 4.1(b), and
- (b) a spreadsheet showing the calculation of the payment.

4.4 Debt

The cost of providing the Services under Sections 4.1 through 4.3 of this Agreement is a debt due and owing to the party providing the Service.

5. NEW SPORTS FIELDS/CITY RECREATION FACILITIES

- 5.1 The parties on behalf of their respective Participating Areas shall use best efforts to agree which Sports Fields shall be included in the inventory of Sports Fields during a calendar year, by November 30th of the prior year.
- 5.2 If a new Sports Field or Recreation Facility within Nanaimo is added under Section 5.4 of this agreement, the Cost of Operation and Maintenance for the first year that it is added shall be the average Cost of Operation and Maintenance for all Sports Fields or Recreation Facilities in Nanaimo as the case may be, for the prior year. After the first year that it is added, the Cost of Operation and Maintenance shall be as reported in Nanaimo under Section 4.2(a).

- 5.3 If a new Sports Field within the Regional District Areas is added under Section 5.4 of this agreement, the Cost of Operation and Maintenance for the first year that it is added shall be the average Cost of Operation and Maintenance for all Sports Fields in the Regional District Areas for the prior year. After the first year that it is added, the Cost of Operation and Maintenance shall be as reported in the Regional District accounts under Section 4.2.
- 5.4 If a new Recreation Facility is constructed, it shall not form part of this Agreement until a Data Collection conducted pursuant to Section 4.1(a) is undertaken which demonstrates that 10% or more of the population from the Regional District Areas is attending public sessions at the facility.

6. DATA COLLECTION

- 6.1 The data collection process for Recreation Facilities and Sports Fields shall:
- (a) be conducted by the Regional District and completed on or before October 31st in the years 2028, 2033 and 2038.
 - (b) include collection of street addresses for the purposes of identifying the participating area as follows:
 - (i) for aquatic centres - drop-in public attendance, program registrations, and user group membership lists
 - (ii) for ice arenas - drop-in public attendance, program registrations, and user group membership lists
 - (iii) for community centers (Beban Social Centre, Bowen Complex) – 100% program registration,
 - (iv) for Sports Fields – 100% user group membership lists,
 - (c) the data for aquatic centres as 50% from drop-in attendance, 40% from program registrations, and 10% from facility rentals by user groups, and
 - (d) the data for arenas as 85% from facility rentals by user groups, 10% from drop-in use, and 5% from program registrations.

7. INDEMNITY

- 7.1 A party to this Agreement (hereinafter called the "**Supplying Party**") that provides the Services to another party to this Agreement (herein after called the "**Receiving Party**"), shall indemnify, defend and save harmless the Receiving Party and its elected and appointed officers, employees, agents, successors and assigns from all manner of actions, causes of action, suits, debts, losses, liabilities, costs, expenses, claims and demands whatsoever (collectively "**Liability**") arising out of any wrongful act, omission or negligence on the part of the Supplying Party, its elected or appointed officers, employees, agents, successors and assigns arising out of the Services provided under this Agreement, except to the extent of the negligence of the Receiving Party.

8. PAYMENT RATES

- 8.1 The Parties acknowledge and agree that payments under Section 4.1 are deemed to constitute fair and reasonable consideration for the Sports Field Services and Recreation Services provided under this Agreement.

9. COVENANTS OF THE PARTIES

- 9.1 It is a condition precedent to the obligations of the Parties under this Agreement that:
- (a) during the Term, the City of Nanaimo shall establish and maintain a District 68 Sports Field and Recreation Committee, with a composition, procedures, duties and powers as outlined in Schedule "C"; and
 - (b) user or other rates shall not be charged, either directly or indirectly, for the use of Sports Fields or Recreation Services to residents of another Participating Area in excess of rates payable by or on terms other than those offered to residents of the Participating Area in which the Sports Fields are located, or the Recreation Services are provided.
- 9.2 Nanaimo and the Regional District shall consult with each other with respect to the planning and co-ordination of future Sports Field and Recreation Facility development.

10. MISCELLANEOUS

10.1 Waivers

The failure at any time of either party to enforce any of the provisions of this Agreement or to require at any time performance by the other party of any such provision shall not constitute or be construed to constitute a waiver of such provision, nor in any way to affect the validity of this Agreement or any parts thereof, or the right of either party thereafter to enforce each and every provision of this Agreement.

10.2 Statutory Powers

Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by Nanaimo, Lantzville or the Regional District of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.

10.3 Modification

No waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of both parties.

10.4 Assignment

No assignment of this Agreement shall be made by either party without the written consent of the other. A party's consent to assign will not release or relieve the party from its obligations to perform all the terms, covenants and conditions that this Agreement requires a party to perform

and the party requesting the assignment shall pay the other party's reasonable costs incurred in connection with the party's request for consent.

10.5 Survival

The articles, sections, subsections and paragraphs providing for the limitation of, waiver of, or protection against liability of the parties hereto shall survive termination, cancellation or expiration of this Agreement.

10.6 Notice

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent electronically, or may be mailed by first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent electronically shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 5 business days after it was posted, addressed as follows:

Regional District of Nanaimo 6300
Hammond Bay Road Nanaimo, BC
V9T 6N2
Attention: General Manager, Recreation and Parks Services

City of Nanaimo
455 Wallace Street
Nanaimo, BC V9R 5J6
Attention: Director, Parks, Recreation and Culture

or to such other address or addresses as may from time to time be provided in writing by the parties hereto. If there shall be, between the time of mailing and the actual receipt of a notice, a mail strike, slow down or other labour dispute which might affect the delivery of that notice by the mails, then the notice shall only be affected if received by the person to whom it was mailed.

10.7 Independent Contractor

Where a party to this Agreement (hereinafter called the "**Supplying Party**") provides Sports Field Services to another party to this Agreement (herein after called the "**Receiving Party**"), the Supplying Party shall be deemed to be an independent contractor and not the agent of the Receiving Party. Any and all agents, servants or employees of the Supplying Party or other persons, while engaged in the performance of any work or services required to be performed by one of the under this Agreement, shall not be considered employees of the Receiving Party and any and all claims that may or might arise on behalf of the Supplying Party, their agents, servants or employees as a consequence of any act or omission on behalf of the Supplying Party, its agents, servants, employees or other person, shall not be the obligation or responsibility of the Receiving Party. The Receiving Party, their agents, servants or employees, respectively, shall be entitled to none of the rights, privileges or benefits of employees of the Supplying Party except as otherwise may be stated in this Agreement.

10.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior written or unwritten negotiations, understandings and agreements.

10.9 Arbitration

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, may at the instance of either party, be referred to a Court of competent jurisdiction or to arbitration by delivery of a Notice of Arbitration in writing. If the parties cannot agree on a choice of arbitrator then each party may appoint an arbitrator and the two arbitrators so appointed must appoint a third arbitrator failing which the third arbitrator must be appointed by a Judge of the Supreme Court of British Columbia. Arbitration will be governed by the Commercial Arbitration Act (British Columbia). The place of arbitration shall be Nanaimo, British Columbia, Canada and the costs shall be borne equally by the parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

The CITY OF NANAIMO
by its authorized signatories:

Name

Signature

Date

The REGIONAL DISTRICT OF NANAIMO
by its authorized signatories:

Name

Signature

Date

SCHEDULE "A"

Costs of Sports Field Operation and Maintenance

Labour - includes wages and benefits;

Equipment - means all equipment involved in the maintenance or operation of Sports Fields, including lawnmowers and vehicles, and includes costs of operating plus an amount for depreciation calculated in accordance with standard municipal accounting practices;

Materials - means all materials required to maintain and operate Sports Fields, including grass seed and fertilizer;

Field Houses - means change room and washroom facilities at each park and includes facility costs (cleaning, supplies, lighting, heating, etc.);

Bleachers - means field side seating and includes cleaning and minor repair;

Water - means costs related to the irrigation of Sports Fields;

Electricity - for the operation of field lights at Sports Fields which are illuminated;

Fleet Maintenance - means the cost of repairing and maintaining vehicles used by parks staff at the facilities, which is reasonably attributable to operation and maintenance of Sports Fields, including depreciation calculated in accordance with standard municipal accounting practices;

Vandalism - means annual costs for removing the effects of vandalism or repairing or replacing vandalized property;

Garbage Collection - means collection of litter from Sports Fields;

Departmental Overhead (not to exceed 15% of total operating costs) - means the following administrative costs attributable to Sports Fields operation and maintenance:

- salaries of parks maintenance administrative staff
- staff training
- staff meetings
- costs related to operation of parks works yard
- other miscellaneous costs incidental to Sports Fields (e.g. photocopying, office supplies, office equipment rental, advertising, bank charges, etc.). Costs attributed to Sports Field Operation and Maintenance do not include the construction of structures or improvements.

SCHEDULE "B"

Beban Park, Bowen Park, Nanaimo Aquatic Centre and Nanaimo Ice Centre Costs of Operation and Maintenance

Facilities - means all buildings, structures, swimming pools, arenas, play fields, etc. located at Bowen Park, Beban Park or the Nanaimo Aquatic Centre.

Labour - includes wages and benefits;

Equipment - means all equipment involved in the maintenance or operation of the Facilities, including lawnmowers and vehicles and includes costs of operating plus an amount for depreciation calculated in accordance with Nanaimo's usual accounting practices;

Bleachers - means seating along field of play/play surface and includes cleaning and minor repair of.

Materials - means all materials required to maintain and operate the Facilities;

Utilities - means all utility costs required to operate the Facilities including, but not limited to: telephones, water fees, sewer fees, electricity, gas and oil.

Building Maintenance - means all costs that are required to maintain the Facilities in good operating condition, e.g. painting, flooring, HVAC, plumbing and electrical repairs, security, janitorial supplies;

Fleet Maintenance - means the cost of repairing and maintaining vehicles used by parks staff at the facilities, which is reasonably attributable to operation and maintenance of Nanaimo Recreation Facilities, including depreciation calculated in accordance with Nanaimo's usual accounting practices;

Vandalism - means costs for removing the effects of vandalism or repairing vandalized property;

Garbage Collection - means collection of garbage from the Facilities;

Program Costs - means those costs incurred for the provision of recreational programs to the public at the Facilities. Costs may include contract staff and recreation supplies.

Departmental Overhead - means the following administrative costs of the Parks and Recreation Service of the City of Nanaimo attributable to the operation and maintenance of the Facilities;

- Salaries of parks and recreation administrative staff
- Staff training
- Staff meetings
- Costs related to the operation of the parks works yard
- Other miscellaneous costs incidental to the Nanaimo Recreation Facilities Service (e.g. photocopying, office supplies, office equipment rental, advertising, bank charges, etc.)

Costs of Sports Field Operation and Maintenance do not include construction of structures and improvements.

SCHEDULE "C"



TERMS OF REFERENCE

CITY OF NANAIMO – REGIONAL DISTRICT OF NANAIMO DISTRICT 68 SPORTS FIELD AND RECREATION COMMITTEE

PURPOSE:

The purpose of the Select Committee is to provide for formal collaboration and communication between the City of Nanaimo, the District of Lantzville and Regional District of Nanaimo (RDN) Electoral Areas A, B and C in relation to the provision of Sport Field and Recreation Services within what is known as the Southern Community Recreation Services Area.

The Committee will work within the District 68 Sports Field and Recreation Services Agreement of January 1, 2026, and will make recommendations to Council and the RDN Board on issues within the Agreement.

The Committee will also be a body that Council, District of Lantzville and RDN Electoral Areas can refer issues to regarding the Services provided within the agreement.

MEMBERSHIP:

The membership of the Committee will be as follows:

- Two (2) members of Council
- The RDN Director for Electoral Area A
- The RDN Director for Electoral Area B
- The RDN Director for Electoral Area C
- The RDN Director for the District of Lantzville

ELIGIBILITY:

Membership is not open to the public.

MEETING FREQUENCY:

The Committee will meet twice a year or upon the call of the Chair or the request of two Committee Members. The Committee must use their best efforts to meet prior to November 30th of each year.

STAFF SUPPORT:

The following City Departments may provide support to the Committee in accordance with the ***City of Nanaimo Committee Operating Guidelines***:

- Parks, Recreation and Culture Department
- City Clerk
- Other Staff as required

Staff from the RDN Recreation and Parks Department and Finance Department will assist when required.

OBSERVERS & COMMUNITY SUPPORTS:

Non-voting representatives may be invited to attend the meeting specific to topics of shared interest. All regular meetings are open to the public, except when the Committee is considering a matter authorized to be considered in a closed meeting under Section 90 of the *Community Charter*.