

Staff Report



April 16, 2024

To Board of Education (Public Meeting)
From Ray Velestuk, Secretary-Treasurer/CFO
Re **Synthetic Field Operating Agreement and Licence**

RECOMMENDATION

THAT the Board of Education approve the Synthetic Field Operating Agreement and Licence as attached, effective the date of signing.

BACKGROUND:

The City of Abbotsford (City) approached the School District back in 2006 to consider the installation of a synthetic turf field at W.J. Mouat Secondary School, currently Latham Field. Since that time, the City has invested in additional synthetic turf fields at Abbotsford Senior Secondary (2011) and W.J. Mouat in 2016 (two – Matsqui Recreation Centre fields). The City provided all capital funds for the construction and installation of these fields with the Board paying an annual maintenance fee. (Note: The City also has one synthetic turf field located immediately east of the Matsqui Recreation Centre, which is not included within this agreement.)

When the initial capital and operating agreements were developed for these fields, there was no framework in place that considered end of lifecycle for the fields. Over the past number of years, the Board and the City have been working to develop a new agreement(s) that would have acceptable terms related to capital & ongoing maintenance costs, operations and end of life strategy/provisions.

In early 2023, Board and City staff renewed discussions to undertake replacement of the synthetic turf and support amenities at the fields.

To support the development of the new synthetic turf field agreement, Board and City staff developed principles for a new agreement that included:

- Capital Cost Funding for the Synthetic Turf Replacement Program
- Operating Cost Funding for the Synthetic Turf Replacement Program
- End of Lifecycle Funding for the Synthetic Turf Replacement Program

Staff from both organizations have met regularly to develop the attached Synthetic Turf Field Operating Agreement and Licence (Agreement) anchored by these principles.

AGREEMENT DETAILS

The Agreement contemplates both capital and operating investments as well as end of lifecycle scenarios to eliminate uncertainty for the parties when a field reaches end of its useful life. This is extremely important to the Board as these fields are located on Board lands.

Capital Funding

The capital cost sharing model is based generally on the field access by each party. This results in an investment formula of 65% to the City and 35% to the Board.

All capital costs associated with the renewal and/or new construction will be based on actual project costs with the City taking the lead on all aspects of the project. These capital costs represent additional costs to the Board and are detailed below.

Annual Operating Funding

The Board has agreed to increase its share of the annual maintenance costs from \$3,000/field to \$20,000/field. While this represents a significant change in cost, it is more reflective of the operating costs the Board would incur for a secondary school sports field. The new annual fee will remain constant for the first 10 years of the agreement, then is subject to changes, as agreed to by the Board and the City. The City will have overall responsibility for management, administration, booking, operation, custodial services, maintenance and repairs of the fields. The City will receive all revenue generated from users of the fields (approximately \$25,000 per field annually) to offset the maintenance and operational costs beyond those identified in the agreement.

End of Lifecycle Strategy

The City will arrange for an annual assessment to be undertaken at each field location to guide planning for replacement and management of the fields and amenities. This task and associated costs are included in the Annual Maintenance and Operating Fee. Both the funding for design and construction, for each field replacement project, will be aligned with the capital funding ratios as outlined previously.

The termination clause protects the Board in the event the Board needs the lands for another purpose like school expansion, or if the Board proposes to sell the lands. In such a case the Board would be responsible for any undepreciated costs and for the costs of removal and restoration of the land.

Generally, the termination clause provides that if one of the parties decides to not renew the terms for a field replacement at the end of life, that party will be responsible for all removal and restoration costs. Termination by mutual agreement results in end-of-life costs being shared on the same basis as the capital cost allocation (65% City, 35% Board).

Term of Agreement

The agreement contemplates a term of thirty (30) years from the commencement date with lifecycle renewals projected at ten years from replacement of each field.

The Board will pay no user fees and interschool sports will be prioritized for field bookings.

Financial Implications

The first field scheduled for replacement will be Latham Field, which is currently closed to all users due to its deteriorated condition. Once the Agreement is fully executed the design work for this project will begin along with condition assessments of the remaining fields for future facility and financial planning purposes. This will happen throughout 2024-2025.

Beginning in the 2024-25 Operating Budget, the Board will make the following budget adjustments:

- Increase annual field maintenance costs from \$3,000/field to \$20,000/field. This adjusts the operating budget costs for the synthetic turf fields from \$12,000 per year to \$80,000 per year.

- Develop an allocation to local capital reserves for the Board's 35% of capital costs to be incurred approximately every 10 years for each field. While there will be no initial Board costs for the first replacement (Latham Field) as a result of the Board and City's partnership at Eagle Mountain Park, it is expected that funds will be required for the Abbotsford Senior field in approximately 2027-28 and the MRC fields in 2028-29. In order for sufficient funds to be available, the Board will set aside \$150,000 in 2024-2025, \$200,000 in 2025-2026 and 2026-2027. Following that, an approximate allocation of \$140,000 will be required annually.

SYNTHETIC FIELD OPERATING AGREEMENT AND LICENCE

THIS AGREEMENT, dated for reference _____, 2024 (the “**Master Agreement**”), is

BETWEEN:

THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 34

(ABBOTSFORD), a school board incorporated under the British Columbia *School Act* and having its office at 2790 Tims Street, Abbotsford, B.C., V2T 4M7

(the “**Board**”)

AND:

CITY OF ABBOTSFORD, a municipality incorporated under the laws of the Province of British Columbia and having its municipal offices at 32315 South Fraser Way, Abbotsford, B.C., V2T 1W7

(the “**City**”)

WHEREAS:

A. The Board owns and operates:

Abbotsford Senior Secondary School in the City of Abbotsford on lands legally described as:

Parcel Identifier: 002-916-592

Legal Description: LOT 4 EXCEPT: PARCEL H (STATUTORY RIGHT OF WAY PLAN 69726) SECTION 16 TOWNSHIP 16 NEW WESTMINSTER DISTRICT PLAN 12610 (“**ASSS Lands**”)

W.J. Mouat Secondary and Colleen and Gordie Howe Middle School in the City of Abbotsford on lands legally described as:

Parcel Identifier: 011-698-551

Legal Description: PARCEL A, PLAN NWP78557, PART NW1/4, SECTION 20, TOWNSHIP 16, NEW WESTMINSTER LAND DISTRICT, EXCEPT PLAN LMP52426 (“**Mouat Lands**”)

(collectively referred to as the “**Lands**”).

B. There is one (1) synthetic turf field on ASSS Lands and three (3) synthetic turf fields on Mouat Lands (collectively the “**Synthetic Fields**” and individually a Synthetic Field), as well as certain capital amenities including but not limited to field lighting, participant seating and spectator seating (together with the Synthetic Fields, the “**Facilities**” and each a Facility), as described and fully detailed in Schedule A to this Master Agreement.

- C. The Board and the City (collectively, the “**Parties**” and individually, a “**Party**”) agree that the City and the Board will operate, maintain, repair and replace the Facilities, for public recreational use by the schools and the community, in accordance with the terms and conditions of this Master Agreement.
- D. The rights of the City under this Master Agreement are contractual and no transfer of the Lands is occurring.

NOW THEREFORE in consideration of the premises herein contained, and the sums herein paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

1 Facility Licences

- (1) Subject to the term and conditions set out in this Master Agreement, the Board grants to the City an exclusive licence to enter and occupy the portion of the Lands listed and outlined in red on the site plans in Schedule “B” to this Master Agreement (the “**Licence Areas**” and each a “**Licence Area**”) for community recreational use of each Facility (each a “**Facility Licence**”, and collectively, the “**Facility Licences**”) during Access Times, as defined in section 4(2) [Access] of this Master Agreement.
- (2) The City accepts each Licence Area on an “as is” basis without any representation or warranty by the Board as to its fitness or suitability for any particular purpose.
- (3) The Licence fee for the “Master Term”, as defined in section 2 (1) [Term and Termination] of this Master Agreement, is \$1.00.
- (4) During each Initial Term, as defined in Section 2(2) [Term and Termination] of this Master Agreement, and each Renewal Term, as defined in Section 2(2) [Term and Termination] of this Master Agreement, for the applicable Facility, the Board covenants not to make, place, erect, maintain or permit in the Licence Areas any building, structure, foundation or obstruction which may interfere with the Facility Licences granted to the City under this Master Agreement.
- (5) Additional synthetic fields, as well as certain capital amenities related thereto (each, an “**Additional Facility**”) may be added to this Master Agreement from time to time, if mutually agreed to by the Parties, and, upon such agreement the Additional Facility shall be appended to Schedule A and the additional Licence Area shall be appended to Schedule B of this Master Agreement, and will form part of the Master Agreement, and all terms and conditions herein shall apply to such Additional Facility.

2 Term and Termination

- (1) Subject to Sections 2(3), 2(4), 2(5) and 2(6) of this Master Agreement, the term of this Master Agreement shall commence on execution by the Parties (the “**Commencement Date**”), and shall terminate 30 years from the Commencement Date (the “**Master Term**”), unless extended by the City and the Board by mutual agreement.
- (2) The term of each Facility Licence will initially begin on the Commencement Date (or, in the case of any Additional Facility, on the date such Additional Facility is added to

this Master Agreement) and end on the earlier of the following dates (each an “Initial Term”):

- (a) The date that is ten (10) years after the date the Synthetic Field is replaced
- (b) The date that this Master Agreement is terminated in accordance with its terms; and
- (c) The date that is the end of the useful life of the applicable Synthetic Field as determined by the City and the Board, both acting reasonably, by mutual agreement in accordance with Section 3(2) of this Master Agreement. For clarity, useful life will be based on the industry standard for synthetic turf fields.

and, in respect of Section 2(2)(a), can be renewed in terms of up to ten (10) years until the end of the Master Term (the “**Renewal Terms**” and each a “**Renewal Term**”). Each Renewal Term will be signed by both parties and appended to Schedule “C” and will form part of this Master Agreement.

- (3) If either Party breaches a material term of this Master Agreement, the non-breaching Party may provide thirty (30) days’ notice to remedy the breach. If the breaching Party fails to remedy such breach within thirty (30) days, or by reason of the nature of the breach, a further reasonable deadline as agreed to by the Parties, that non-breaching Party may, at its option, terminate this Master Agreement, effective as of the date of notice of termination, and
 - (a) If the breaching Party is the City, all costs associated with the operation, maintenance, replacement and removal (including but not limited to the removal, disposal, engineering and restoration of the Lands of portion of land affected) of the Synthetic Fields will be the responsibility of the City; provided that the Board may, at its option, elect to keep, and not remove, all or a portion of the Synthetic Fields in which case the Board shall be responsible for all costs associated with operation and maintenance of the Synthetic Fields that are not removed; and
 - (b) if the breaching Party is the Board, all costs associated with operation, maintenance, replacement and removal (including but not limited to the removal, disposal, engineering and restoration of the Lands or portion of land affected) of the Synthetic Fields will be the responsibility of the Board; provided that the Board may, at its option, elect to keep, and not remove, all or a portion the Synthetic Fields in which case the Board shall be responsible for all costs associated with operation and maintenance of the Synthetic Fields that are not removed.
- (4) At any time during the Initial Terms or Renewal Terms, upon two (2) years notice to the City, the Board may terminate this Master Agreement if the Board
 - (a) requires the Licence Area for construction or expansion of a school building or another school facility;

- (b) proposes to sell the Lands;
 - (c) for educational purposes.
- (5) At any time during the Initial Terms or Renewal Terms, the City or the Board, acting reasonably, may terminate this Master Agreement or a Facility Licence if either party deems it necessary to close the field(s) permanently for environmental reasons. All costs related to removal and restoration will be split with the City paying 65% of the actual cost and the Board paying 35% of the actual cost.
- (6) If any Initial Term or Renewal Term is terminated in accordance with section 2(4) or ends as a result of section 2(3)(b),
 - (a) The Board will pay to the City, the City's share of capital costs, as determined by the Board and the City, both acting reasonably, put into the terminated Facility or Facilities up to the date of termination less 10% depreciation per year (calculated on an average 10-year life span of a synthetic turf field); and
 - (b) The City will not be required to pay any costs associated with the removal of the Synthetic Fields including but not limited to the removal, disposal, engineering and restoration of the Lands or portion of land affected.
- (7) At least two years prior to the expiry of any Initial Term or Renewal Term, if the Parties mutually agree not to renew the term for a Facility,
 - (a) The City will, at the option of the Board, remove the Synthetic Field and restore the portion(s) of the Licence Area affected as near as reasonably possible to
 - (i) the condition it was in prior to the installation of the original Synthetic Field and to the level suitable for community-level use; or
 - (ii) such other condition that the Board may require, acting reasonably, provided that the Board shall be 100% responsible for any actual incremental costs, including but not limited to labour and materials, incurred in excess of the amount that would have been incurred, as determined by the City, acting reasonably, if the Licence Area was returned to the condition set out in Section 7(a)(i)

with the City paying 65% of the actual costs and the Board paying 35% of the actual costs of removal and restoration of section 2(7)(a)(i) and if the Board selects option 2(7)(a)(ii), the Board will pay the actual incremental costs between section 2(7)(a)(i) and section 2(7)(a)(ii); and
 - (b) at the option of the Board, its sole discretion, the Synthetic Field usage will revert to being covered by the Joint Use Agreement, dated x (the

“**JUA**”) between the Board and the City unless the resulting asset is already contemplated and covered the JUA.

- (8) If one party wishes to renew any terms for a Synthetic Field and the other party does not wish to renew, the party that does not wish to renew will,
 - (a) pay for all the costs related to restoration of the Synthetic Field including but not limited to removal, disposal, engineering and replanting; and
 - (b) the party wishing to renew will not be required to pay any costs associated with the restoration.
- (9) The Parties must advise the other if they intend to renew the Agreement at least two (2) years prior to the expiration of any Initial Term or Renewal Term.

3 Replacement

- (1) The City will arrange for an annual assessment to be undertaken at each Facility to guide replacement and management of the Facilities, and the cost of the annual assessment is included in the Annual Maintenance and Operating Fee (later defined).
- (2) The City will replace any of the Synthetic Fields upon reaching the end of its useful life, as determined by the City and the Board, both acting reasonably, during any Initial Term or Renewal Term on the following conditions:
 - (a) replacement will be based on an individual Synthetic Field;
 - (b) each replacement project will be governed by a project charter to provide efficiency in project development and management, which will require sign off by both parties for items including, but not limited to, project scope, the award of contract for design work, the consultation process, the award of the tender, project change orders and other standard steps in the project management process;
 - (c) the City will assume all responsibility for project management;
 - (d) the City will provide full capital funding for the project up front and, provided that the Board has reviewed and approved the capital funding for the project in writing prior to commencement of the project, the Board will pay their share of 35% of the approved capital funding amount or any change orders that are required and approved of by the Board within 90 days of being advised of substantial completion of the replacement project;
 - (e) the Board is provided with a credit of \$500,000 in recognition of the Board's and the City's ongoing partnership and associated funding in the delivery of Eagle Mountain Park which credit shall be applied at the discretion of the Board; and

- (f) each replacement project will be designed and built to meet provincial level sports standards;

except a Synthetic Field may not be replaced at the end of its useful, as determined by the City and the Board, both acting reasonably, on mutual agreement of the Parties and the terms of section 2(7) will apply in respect of the removal of the Synthetic Field and the restoration of the Licence Area.

- (3) Provided that the Board has reviewed and approved all project costs in writing prior to commencement of the replacement of the Synthetic Fields, all capital costs for replacement of the Synthetic Fields will be actual project costs including design and construction and will be shared between the City and the Board as follows:
 - (a) the City paying 65% of the actual costs; and
 - (b) the Board paying 35% of the actual costs (provided that the Board's portion of such costs shall not exceed 35% of the approved costs).

4 Access

- (1) The Board, its servants, employees, agents, contractors, successors, assigns, and invitees (collectively, the "**Board Users**") will have access to the Facilities from 8:00 a.m. to 6:00 p.m. on instructional school days. Instructional school days are weekday teaching days when students occupy the educational buildings on the Lands and weekday non-teaching days when students do not occupy the educational buildings on the Lands due to professional development days for teachers.
- (2) The Board will permit the City, its servants, employees, agents, contractors, successors, assigns, and invitees (collectively, the "**City Users**") to access and use the Licence Area as follows:
 - (a) from 6:00 p.m. to 10:00 p.m. on instructional school days;
 - (b) from 8:00 a.m. to 10:00 p.m. on non-instructional school days including, but not limited to, weekends, statutory holidays, summer break, spring break—and any other day the Board advises is non-instructional, but not including professional development days unless mutually agreed to by both parties;
 - (c) from 8:00 a.m. to 10:00 p.m. during the winter break, if requested by the community;
 - (d) from 8:00 a.m. to 6:00 p.m. on instructional days with the advanced written consent of the Board; and
 - (e) from 10:00 p.m. to 11:00 p.m. any day of the week, if requested by the community, with advanced written notice to be provided to the Board.(collectively, the "**Access Times**").

- (3) Prior to the beginning of each school year, the Board and City will collaboratively review and mutually agree on any changes to the Access Times to meet the respective needs of the Parties.
- (4) The City will, in its sole discretion, determine who can book the Facilities during the Access Times.
- (5) The Board may enter the Licence Areas at any time to monitor or inspect the Licence Areas, or to facilitate access to any Facilities on the Lands as long as it does not interfere with community use.
- (6) If the Board or Board Users wish to book the Licence Area during Access Times and the City has not allocated the time that the Board or the Board Users wish to book, the Board and Board Users may book that time in accordance with the City's Allocation Policy; provided that any use by the Board Users shall be free of charge. Bookings for inter-school competitions will be prioritized.
- (7) The Parties may vary the Access Times by mutual agreement.

5 User Fees

The City will be responsible for all community allocation during Access Times, including the setting of fees and charges for use. The City will retain all revenue from community use during Access Times. For greater certainty, the City will not charge the Board Users for use of the Facilities during Access Times.

6 Operation of Facilities

- (1) The City is responsible for the costs of management, administration, booking, operation, custodial services, maintenance, and repair of the Facilities (the "**Services**"), including:
 - (a) during the Access Times, the control of access to the Facilities, the safe and lawful management of the Facilities, and the organization of programs, services, and activities for City Users;
 - (b) maintaining the Synthetic Fields playing surface and associated amenities in a safe condition as determined by industry standards;
 - (c) the repair and maintenance of the Synthetic Field lighting system;
 - (d) all utilities used by the Facilities; and
 - (e) cleaning, supplying and emptying garbage cans, and removing garbage in or around the Licence Areas;

except for the repairs of damages caused by those that are not City Users

- (2) Subject to section 6(4), the City only carries out repairs, maintenance, and custodial services during the Access Times unless requested by the Board or agreed to by the Parties.
- (3) The City is not responsible for the costs of any repair, maintenance, cleaning, or other costs resulting from the negligent use of the Licence Areas by Board Users or users that are not City Users.
- (4) Acting reasonably and on mutual agreement of the City and the Board, the City may,
 - (a) carry out repairs, maintenance, or cleaning outside of Access Times, and
 - (b) bring and leave necessary materials, tools, and equipment on the Licence Areas for the purpose of repairing, maintaining, or cleaning the Facilities

if the City safely secures such materials, tools, and equipment and uses reasonable efforts to schedule such maintenance, repair, and cleaning to minimize any inconvenience, annoyance, or other injury to the Board or the Board Users.

- (5) The City or the Board, or both may post regulations to be observed by all users of the Facilities, including Board Users and City Users, including but not limited to reasonable restrictions
 - (a) prohibiting or restricting use of the Facilities during certain weather conditions;
 - (b) prohibiting or restricting food or drink being brought on to the Facilities;
 - (c) prohibiting smoking, vaping and drug use for occurring at any of the Facilities; and
 - (d) prohibiting or restricting structures or other objects from being placed on the Facilities.

For certainty, nothing in this Section 6(5) affects the Board's authority to establish its own policies, rules and regulations from time to time, so long as they do not contradict the above, will not reasonably cause any damage to the Facilities and will not increase the safety risk, relating to occupancy and use of the Lands and facilities on the Lands including, without limitation, the Facilities.

- (6) The Board will ensure that Board Users comply with the regulations posted under section 6(5). The City will ensure that City Users comply with the regulations posted under 6(5) during Access Times.
- (7) The City will provide the Services to the same standard that it sets for other synthetic fields that the City maintains.
- (8) The City shall pay for the cost of all utilities serving the Facilities and the electricity costs for the field lighting component of the Facilities.

7 Annual Maintenance Fee

- (1) The Board and the City have agreed to an annual maintenance cost of \$40,000 per year per Synthetic Field for the first 10 years of the Master Agreement. This cost be split equally between the Board and the City (the Board will pay 50% and the City will pay 50%), which will cover the cost of maintenance, operation, and repair customary for these types of Facilities (the "**Annual Maintenance and Operating Fee**"). For greater certainty, the Board's portion of the annual maintenance cost shall not exceed \$20,000 per year per Synthetic Field.
- (2) The Annual Maintenance and Operation Fee will be maintained for ten (10) years. Every ten (10) years, the Annual Maintenance and Operating Fee will be reviewed by the Board and the City and adjusted by mutual agreement of the Board and the City.
- (3) The City will invoice the Board for the Annual Maintenance and Operating Fee at the beginning of each calendar year and payment is due within 30 days of receipt.
- (4) The City will bear the responsibility of all unplanned and periodic maintenance that is typical for Facilities of this type for the Synthetic Fields and any inflationary costs that exceed the Annual Maintenance and Operating Fee, except as set out in section 7(2).

8 Insurance

- (1) The City will, without limiting the City's obligations or liabilities and at the City's own expense, purchase and maintain through the Master Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Board:
 - (a) Commercial General Liability in an amount not less than \$5,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Master Agreement and this insurance must:
 - (i) include the Board as an additional insured;
 - (ii) be endorsed to provide the Board with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause.

All insurance must be primary and not require the sharing of any loss by any insurer of the Board. The City must provide the Board with evidence of all required insurance in the form of a completed Certificate of Insurance: (a) within 10 working days of the Commencement Date; (b) if the insurance expires before the end of the term of this Master Agreement, within 10 working days of expiration; and (c) Notwithstanding (a) and (b) above, if requested by the Board at any time, the City must provide to the Board copies of the insurance policies. The City will provide, maintain and pay for any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by the insurance specified in this section 8(1) in its sole discretion.

- (2) The Board is self-insured through the Schools Protection Program administered and delivered by the Risk Management Branch of the British Columbia Ministry of Finance, in conjunction with the British Columbia Ministry of Education and Child Care. The City may obtain a copy of the Board's Memorandum of Coverage issued pursuant to the Schools Protection Program at the British Columbia Schools Protection Program website (www.bcsp.org).

9 Indemnity

- (1) The City hereby releases, saves harmless and indemnifies the Board, its officers, employees, agents, and contractors, from and against all liabilities, claims, losses, damages, costs and expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any personal injury or death of a person, or damage to or loss of property, or any other loss or damage of any kind whatsoever arising out of

- (a) any default of the City under this Master Agreement,
- (b) the use or occupation of the Licence Area by any of the City Users, or
- (c) the operation and maintenance of the Facilities,

except to the extent that such loss is caused or contributed to by the negligence or default of the Board or any of the Board's officers, employees, agents or contractors.

- (2) The Board hereby releases, saves harmless and indemnifies the City, its officers, employees, agents, and contractors, from and against all liabilities, claims, losses, damages, costs and expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any personal injury or death of a person, or damage to or loss of property, or any other loss or damage of any kind whatsoever arising out of

- (a) any default of the Board under this Agreement, or
- (b) the use or occupation of the Licence Area by any of the Board Users,

except to the extent that such loss is caused or contributed to by the negligence or default of the City or any of the City's officers, employees, agents or contractors.

10 Notices

- (1) Except in the case of an emergency, any notice to be given under this Master Agreement must be in writing and delivered by hand or sent by facsimile transmission or email, addressed as follows:

To the City:

Attention: City Clerk and Director, PRC Planning and Business Services
Address 32315 South Fraser Way, Abbotsford, B.C., V2T 1W7
Fax: 604-853-1934
Email: cityclerk@abbotsford.ca and prcoffice@abbotsford.ca

To the District:

Attention: Secretary Treasurer
Address: 2790 Tims Street, Abbotsford, B.C., V2T 4M7
Fax: 604-859-5898
Email:

or to such other address, facsimile number or email address of which notice has been given as provided in this section.

- (2) Notice delivered by hand will be considered to have been given on the day it is delivered.
- (3) Notice sent by fax or email will be considered to have been given on the first business day after it has been sent.
- (4) Notice may be given by telephone and confirmed in writing as soon as practicable.
- (5) If a Party changes its address, fax number, or email address, it shall promptly give notice of its new address, fax number, or email address to the other Party as provided in this section.

11 Relationship

The Parties acknowledge and agree that they are entering into a long-term relationship and, from time to time, opportunities and issues will arise that are not contemplated in this Master Agreement, and the Parties covenant and agree to discuss and consider these matters in the spirit of cooperation and good faith.

12 Severance

If any portion of this Master Agreement is held to be invalid by a court of competent jurisdiction, the invalid portion will be severed and the decision that it is invalid will not affect the validity of the remainder of this Master Agreement.

13 Succession

- (1) The City will not assign this Master Agreement or the Licence under this Master Agreement without the prior written consent of the Board, which consent may be reasonably withheld.
- (2) The City may sublicense the Licence Area for the use or uses authorized in writing by the Board if the City provides notice to the Board and the sublicensee agrees in writing to comply with the terms of this Master Agreement.
- (3) A sublicense will not relieve the City of any of its obligations hereunder, and any acts and omissions of a sublicensee will be considered the acts and omissions of the City.

- (4) This Master Agreement will enure to the benefit of and be binding upon the Board and its successors and assigns, despite any rule of law or equity to the contrary.

14 Law of British Columbia

This Master Agreement shall be construed according to the laws of the Province of British Columbia and the laws of Canada.

15 Waiver

Waiver by a Party of any default by the other Party must be in writing and will not be deemed to be a waiver of any subsequent or other default.

16 Not Partners

The Parties are not partners or joint venturers and the legal relationship between them is contractual only and not a partnership, joint venture, trust or agency.

17 No Interest in Land

The rights of the City under this Master Agreement are contractual only and this Master Agreement does not grant the City an interest in the Lands.

18 Fixtures

The Parties acknowledge and agree that the Facilities are fixtures forming part of the Lands as they are constructed, and will be legally and beneficially owned by the Board, despite any other provision of this Master Agreement and any payment of costs by the City.

19 Time of the Essence

Time is of the essence in this Master Agreement.

20 Disclosure of Records

Each Party acknowledges that the other Party is a public body subject to the *Freedom of Information and Protection of Privacy Act* and as such, may be required to disclose documents exchanged between the Parties and documents created in this Master Agreement.

21 Not Affecting City's Rights

Nothing in this Master Agreement prejudices or affects the City's rights and powers in the exercise of its functions under a statute, bylaw, order, or regulation, all of which may be fully and effectively exercised in relation to the Lands as if this Master Agreement had not been executed and delivered by the Board.

22 Entire Agreement

This Master Agreement sets forth the entire agreement and understanding of the Parties with respect to the subject matter of this Master Agreement and supersede all prior agreements and understandings between the Parties with respect to the matters in this Master Agreement and there are no oral or written agreements, promises, warranties, terms, conditions, representations

or collateral agreements, express or implied, other than those contained in this Master Agreement.

In witness whereof, the Parties have caused this Master Agreement to be executed and delivered by their authorized signatories as of the date first set out above.

CITY OF ABBOTSFORD,)	THE BOARD OF EDUCATION OF
by its authorized signatories:)	SCHOOL DISTRICT NO. 34
)	(ABBOTSFORD),
)	by its authorized signatory:
)	
)	
By:)	By:
)	
Name:)	Name:
)	
Title:)	Title:
)	
)	
By:)	
)	
Name:)	
)	
Title:)	

SCHEDULE "A"

FACILITIES

Abby Senior Secondary

- 1 – 118.872m x 70.0m Astroturf synthetic turf field w/ Abbotsford Senior Secondary School logo stitched in
- 2 – 18.0m x 3.0m players shelter w/ black powder coated metal bench-Fusion
- 1 – 3.0m x 3.0m officials shelter w/ black powder coated metal bench-Fusion
- 2 – Scoremaster Model #SM FB1000USA-PC-72 Football Goals (23'4" wide x 30' tall w/ 8'6" Gooseneck offset) installed
- 2 – 9 row aluminum bleachers
- 4 – Pedestrian benches
- 3 – Trash containers
- 1 – MUSCO Push Button Activated Lighting System
 - Constant 25 Warranty- Expiration date July 3, 2038
 - 4 – 21.2m poles
 - 32 – 1500 watt HID lamps (re-lamped in December of 2021).
 - 4 – LED security light fixtures
- 370m of Black Vinyl 6 gauge perimeter fencing at varying heights
- 47.0 m – 0.9m (height)
- 92.0m – 1.2m
- 153.0m – 1.8m
- 24.0m – 4.8m
- 54.0m – 7.8m
- 3 – 1.2m x 1.2m (height) Black Vinyl 6 gauge gates
- 1 – 3.6m x 1.2m (height) Black Vinyl 6 gauge gate

WJ Mouat – MRC #1

- 1 – 116m x 73m synthetic turf field with Mouat Senior Secondary School logo stitched in
- 2 – 7.0m x 3.0m players shelter with lighting and prefabricated aluminum benches (all wiring has been stolen)
- 1 – 3.5m x 3.0m score keepers shelter with lighting and prefabricated aluminum work desk
- 2 – American Football goal posts installed
- 3 – 9 row aluminum bleachers
- 8 – Boot/shoe cleaners
- 1 – MUSCO Push Button Activated Lighting System
 - EXP- Green Generation 10 Warranty – **Expired** April 12, 2017
 - 4- 24.3m poles
 - 44- 1500w HID lamps
 - 4- LED security light fixtures
- 380m of Black Vinyl 9 gauge perimeter fencing at varying heights
 - 115.0m of 1.1m (height)
 - 107.0m of 1.2m
 - 78.0m of 2.4m

- 30.0m of 6m
- 50.0m of 8.4m
- 2 – 0.9m x 1.2m (height) Black Vinyl 9 gauge gates
- 1 – 3.0m x 1.2m (height) Black Vinyl 9 gauge gate

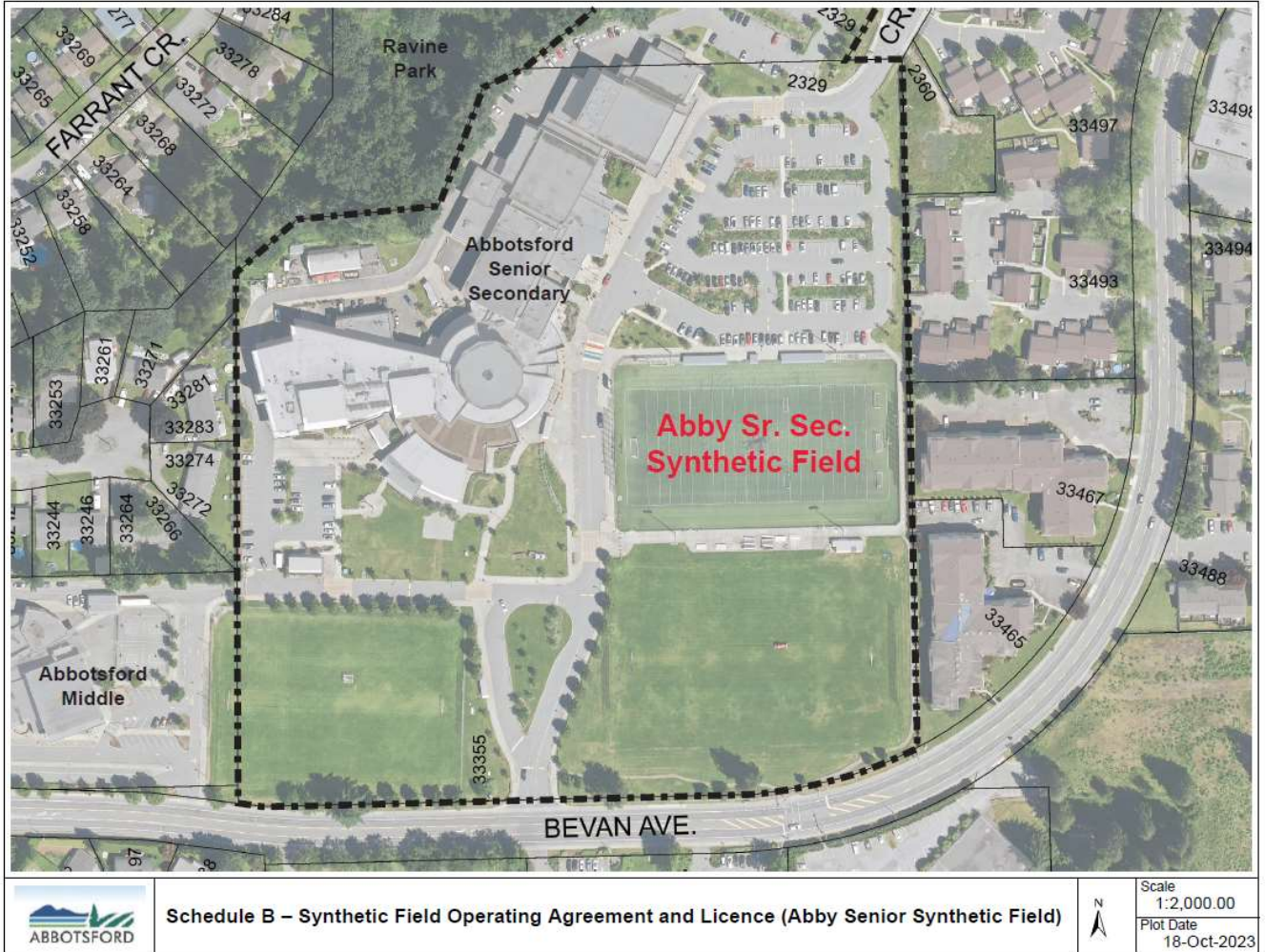
WJ Mouat – MRC #2 & #3

- 1 – 168.0 m x 120.0m Astroturf synthetic turf field with Gordie Howe Middle School logo stitched in (field 3)
- 4 – 9.0m x 3.0m players bench w/ Henderson Recreation Equipment Ltd Model # PA-AB100 (7.315m long) powder coated extruded aluminum benches
- 2 – Scoremaster Model #SM FB1000USA-PC-72 Football Goals (23'4" wide x 30' tall w/ 8'6" Gooseneck offset) installed
- 1 – Murdock Model # GSM55 drinking fountain
- 2 – 9 row aluminum bleachers
- 2 – 4 row aluminum bleachers
- 10 – ACO Markant Drainmat boot brush station
- 1 MUSCO Centrally Controlled Lighting System
 - Constant 25 Warranty- Expiration date September 2, 2040
 - 2 – 24.38m poles (sharing an additional 2 poles from Mouat Field)
 - 2 – 30.3m poles
 - 78 – 1500w HID lamps
 - 8 – LED security light fixtures
- 576m of Black Vinyl 6 gauge perimeter fencing increasing to 9 gauge over 6.0m in height
 - 60.0m of 0.9m (height)
 - 56.0m of 1.2m
 - 159.0m of 1.8m
 - 115.5m of 3.0m
 - 48.0m of 6.0m
 - 137.5m of 7.5m arching to max height of 9.0m
- 1 – 3.6m x 1.8m (height) Black Vinyl 6 gauge maintenance gate

SCHEDULE "B"

SYNTHETIC FIELDS

Abby Senior Secondary Synthetic Field located at ASSS Lands



WJ Mouat – MRC #1 located at Mouat Lands and positioned to the west and immediately next to WJ Mouat Secondary

WJ Mouat – MRC #2 located at Mouat Lands and positioned directly to the west of WJ Mouat – MRC #1

WJ Mouat – MRC #3 located at Mouat Lands and positioned to the east of and immediately next to Colleen and Gordie Howe Middle School



SCHEDULE "C"

RENEWAL TERM ADDENDUMS