



City of Richmond

Report to Committee

To: Parks, Recreation and Cultural Services Committee
 From: Dave Semple, Director of Parks and Public Works Operations
 Re: Natural Grass Field User Fees Operating Agreement

TO Parks, Rec + Culture - June 24, 2008
 Date: June 10, 2008
 File: 03-1000-18-045

Staff Recommendation

1. That the Natural Grass Field User Operating Agreement with the Board of Education (Richmond) be approved and executed.
2. That the Board of Education (Richmond) be advised of Council's endorsement of the Natural Grass Field User Operating Agreement.

Dave Semple
 Director of Parks and Public Works Operations
 (604-233-3350)

Att. 2

FOR ORIGINATING DEPARTMENT USE ONLY					
ROUTED TO:		CONCURRENCE		CONCURRENCE OF GENERAL MANAGER	
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Staff Report

Origin

The purpose of this report is to provide information on how the City of Richmond's natural grass playing field fee structure was developed and to establish an operating agreement that provides the School District No 38 opportunities for consultation and input into the management and use of the funds collected from Richmond School District natural grass fields.

Natural Grass Playing Field User Fees

In November 2005 Council gave staff the following direction regarding natural grass field user fees:

"That staff be directed to develop and bring forward a process and schedule for the implementation of natural turf playing field user fees in 2006."

In response to the above referral, City staff conducted considerable research and presented a proposed phased approach throughout 2007 and 2008 for the implementation of a natural grass playing field fee program. The report was based on input from 25 community field sport associations, feedback through public consultation, and endorsement from the Richmond Sports Council.

Council approved natural grass field fees for use of City owned fields at their regular meeting held June 12, 2006.

The City of Richmond has been charging for use of City owned fields since September 1, 2007.

In October 2007, City staff sent a letter to the Dr. Bruce Beairsto, Superintendent of Schools at the School District No. 38 requesting permission for the City of Richmond to charge fees for use of the Richmond School District owned natural grass playing fields.

On January 21, 2008 the Board passed a resolution (039/2008 Attachment 1), that the City may charge fees for use of the Board's natural turf playing fields. As part of this resolution, the Board also authorized District staff to negotiate with the City of Richmond an operating agreement that provides the Board opportunities for consultation and input into the management and use of funds collected on the Richmond School District natural turf fields.

City and District staff have met and developed the attached Natural Turf Field User Fees Operating Agreement (Attachment 2).

Analysis

Section 2.5 of the Natural Grass Field User Fees Operating Agreement states that "On or before July 30th of each year, the City shall consult with the Board as to the use of the User Fees collected by and retained by the City in accordance with this Agreement." Inclusion of this condition will provide the Board with the opportunity it has requested, for consultation and to provide input into the management and use of funds collected for use of the Richmond School District natural turf fields.

The term of the Agreement is ongoing, unless either party, upon one year's notice, elects to cancel the Agreement.

Financial Impact

The projected revenues that the City will collect from charging fees for the use of School District No. 38 sports fields is estimated at \$17,000 per annum.

Conclusion

The City and the Board of Education have a long history of working together to provide quality playing fields for school and community field users in Richmond. By granting permission to allow the City to charge for use of school playing fields, the Board has enabled the City to capitalize on a new ongoing source of revenue.

By endorsing the attached Natural Grass Field User Fees Operating Agreement, Council will establish an operating agreement with the Board of Education (Richmond) that will provide the Board with the opportunity to provide input on how the school field rental revenue will be spent for improving playing conditions for both school and community field sport participants in Richmond.



Eric Stepura
Manager, Sports & Community Events

DCS:es

Attachment 1

Board of Education (Richmond) Resolution 039/2008

The following resolution was passed by the Board of Education (Richmond) at its public meeting held on January 21, 2008.

WHEREAS the grass-cutting/block booking arrangement between the Board of Education (Richmond) and the City of Richmond obligates the City to provide a basic level of maintenance of the Board's playing fields;

AND WHEREAS the Richmond Sports Council, who represent the majority of users who use select Board-owned and City-owned playing fields, has requested that user fees be charged for playing fields in order to raise the level of maintenance of the Board's playing fields;

AND WHEREAS the City has approved such user fees on its property, which is often adjacent to the Board's property;

BE IT RESOLVED THAT the Board of Education (Richmond) support the City of Richmond's "Everyone Can Play Field Strategy";

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AND FURTHER THAT the Board of Education (Richmond) support the City of Richmond's Natural Grass Playing Field Fee Option in 2008 for the Richmond School District's natural grass fields;

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AND FURTHER THAT district staff be authorized to negotiate with the City of Richmond to establish an acceptable operating agreement that provides the Board of Education (Richmond) opportunities for consultation and input into the management and use of the funds collected on the Richmond School District natural grass fields.

Attachment 2

Natural Grass Field User Fees Operating Agreement

This Agreement dated for reference the ___ day of _____, 2008.

BETWEEN

CITY OF RICHMOND, 6911 No. 3 Road, Richmond, British Columbia, V6Y 2C1

(the "City");

AND

School District No 38 (Richmond), 7811 Granville Avenue, Richmond, B.C. V6Y 3E3

(the "Board")

WHEREAS:

A. Since April 01 2008, the City has and continues to collect User Fees (as herein defined) in respect to the Facilities (as herein defined);

B. On January 21st, 2008 the Board resolved, among other things, to "establish an acceptable operating agreement with the City, for consultation and input in the management and use of the funds collected [by the City] on Richmond School District natural grass fields". A copy of the January 21st resolution of the Board is attached hereto as schedule A;

C. The parties have agreed to enter into this agreement for the purpose of setting-out a mechanism for the City's collection and use of the User Fees.

Now therefore the parties hereby agree as follows:

1. Definitions

In this agreement the definitions set-out in this section 1 have the following meanings:

(a) "**Agreement**" means this agreement, including all recitals to this agreements and all schedules attached to this agreement;

(b) "**Facilities**" means:

- (i) natural turf baseball diamonds located on Board property; and
- (ii) natural turf rectangular sports field located on Board property

(c) **“Upgrade”** means an improvement, replacement or addition to a Facility that is by nature a capital improvement, replacement or addition. “Upgrade” does not include the costs associated with the on-going operation or maintenance of a Facility. Without limiting the generality of the foregoing, Upgrade includes:

- (i) installation of field drainage and/or irrigation,
- (ii) spectator seating,
- (iii) backstops and/or fencing
- (iv) scorekeepers booth
- (v) equipment storage

(d) **“User Fees”** means the fees collected by the City in respect to third party use of the Facilities

2. Collection and Use of User Fees

2.1 Subject to the terms and conditions of this Agreement, the Board consents to the collection of the User Fees by the City.

2.2 The parties agree that the User Fees collected by the City shall be applied towards the Upgrade of the Facilities.

2.3 The parties agree that the User Fees collected by the City in respect to natural turf baseball diamonds shall be deposited into the City's special reserve fund for the Upgrade of natural turf baseball diamonds.

2.4 The parties agree the User Fees collected by the City in respect to natural turf rectangular sports fields shall be deposited into the City's special reserve fund for the Upgrade of natural turf rectangular sports fields.

2.5 On or before July 30th of each year, the City shall consult with the Board as to the use of the User Fees collected by and retained by the City in accordance with this Agreement.

3. General

3.1 The relationship created by this Agreement is contractual only and the parties shall not be partners or agents of each other by virtue of this Agreement.

3.2 Any unresolved disputes arising out of this Agreement may be referred to the City Council - School Board Liaison Committee for resolution.

3.3 This Agreement shall remain in full force and effect until and unless terminated by either party. Either party may, for whatever reason, terminate this Agreement upon 12 month's written notice to the other. Upon termination of this Agreement, the City shall refrain from collecting any further User Fees on behalf of the Board.

THE PARTIES have executed this Agreement as of the date stated on the first page of this Agreement.

THE PARTIES have executed this Agreement the day and year first above written.

The Corporate Seal of the CITY OF)
 RICHMOND was affixed in the)
 presence of:)
)
)
 _____)
 Mayor – Malcolm Brodie)
)
)
 _____)
 City Clerk – David Weber)

CITY OF RICHMOND
APPROVED for content by originating dept
APPROVED for legality by Solicitor
DATE OF COUNCIL APPROVAL (if applicable)

The Corporate Seal of the SCHOOL)
 DISTRICT NO. 38 (Richmond) was)
 affixed in the presence of:)
)
)
 _____)
 Linda McPhail – Board Chairperson)
)
)
 _____)
 K.L. Morris – Secretary Treasurer)

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