



# Peace River Regional District REPORT

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**TO:** Chair and Directors  
**FROM:** Fred Banham, Chief Administrative Officer  
**DATE:** May 6, 2009  
**SUBJECT:** North Peace Leisure Pool Operating Agreement

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**RECOMMENDATION:**

THAT the Board give three readings and adoption to Bylaw 1856, 2009.

**BACKGROUND:**

The North Peace Leisure Pool operating agreement between the Peace River Regional District and the City of Fort St John expires June 1, 2009. The North Peace Leisure Pool Civic Properties Commission has reviewed the agreement and is recommending to both the Regional District and the City that a new agreement be entered into for 16 months in order to provide a full year of tracking actual service costs. This tracking will allow the Commission to make a more informed recommendation with regard to Section 8, Management Fee.

Minutes of Regular North Peace Leisure Pool Committee Meeting held at North Peace Leisure Pool Meeting Room, Fort St. John, BC, April 5<sup>th</sup>, 2009:

**a) NPLP Operating Agreement (Proposed Draft Agreement 2009)**

*The proposed Draft Agreement 2009 was circulated. Recommendation was made to enter into a new agreement through September 2010 in order to track actual City support costs.*

***“THAT, the proposed Draft Agreement be recommended to both the Peace River Regional District and City of Fort St. John for a period of 16 months.”***

**CARRIED**

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Department Head

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CAO

May 14 2009

PEACE RIVER REGIONAL DISTRICT  
By-Law No. 1856, 2009

**B-5b**

A by-law for the purpose of entering into an agreement  
with the City of Fort St. John.

WHEREAS the Peace River Regional District, pursuant to Section 176 of the Local Government Act, is granted powers to enter into agreements;

AND WHEREAS THE Peace River Regional District is desirous of entering into an agreement with the City of Fort St. John for the Operation of the North Peace Leisure Pool;

NOW THEREFORE, the Regional Board of the Peace River Regional District, in open meeting assembled, enacts as follows:

1. The Peace River Regional District is authorized to enter into the Agreement and the Chair and Chief Administrative Officer of the Peace River Regional District are hereby authorized to affix the seal of the Peace River Regional District to the Agreement, Schedule 'A' attached, which forms part of this by-law.
2. This by-law may be cited as "North Peace Leisure Pool Operating Agreement By-Law No. 1856, 2009."

READ A FIRST TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

READ A SECOND TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

READ A THIRD TIME this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CERTIFIED a true and correct copy of  
"North Peace Leisure Pool Operating  
Agreement By-Law No. 1856, 2009."

THE CORPORATE SEAL of the Peace  
River Regional District was hereto  
affixed in the presence of:

\_\_\_\_\_  
Fred Banham, Chief Administrative Officer

\_\_\_\_\_  
Karen Goodings, Chair

\_\_\_\_\_  
Fred Banham,  
Chief Administrative Officer

May 14 2009

**SCHEDULE 'A'  
PEACE RIVER REGIONAL DISTRICT  
NORTH PEACE LEISURE POOL OPERATING AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BETWEEN:

**Peace River Regional District**  
Box 810, 1981 Alaska Avenue,  
Dawson Creek, BC V1G 4H8

("Regional District")

AND:

**The City of Fort St. John**  
10631 – 100<sup>th</sup> Street,  
Fort St. John, BC V1J 3Z5

(the "City")

RECOMMENDED BY:

**The North Peace Leisure Pool  
Civic Properties Commission**  
c/o City of Fort St. John  
10631 – 100<sup>th</sup> Street,  
Fort St. John, BC V1J 3Z5

(the "Commission")

GIVEN THAT

- A. The Regional District by By-laws No. 995 and 996, 1995 is authorized to acquire a site for and to construct, operate and maintain a swimming pool complex known as the North Peace Leisure Pool (the Leisure Pool) on behalf of the defined portion of Electoral Area 'B', Electoral Area 'C' and the City of Fort St. John;
- B. The Regional District has established the North Peace Leisure Pool Civic Properties Commission By-Law No. 1855, 2009 and has delegated to it certain administrative duties, powers and responsibilities;
- C. The Regional District and City wish to enter this agreement to provide for the Management and operation of the Leisure Pool with the approval of the Commission as a condition precedent to execution of the agreement.

The parties agree as follows:

**OWNERSHIP**

- 1. During the term of the operating agreement, the Regional District will own the Leisure Pool and all chattels existing at the Leisure Pool on opening and acquired during the term of the operating agreement.

May 14 2009

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**ROLE OF THE COMMISSION**

2. (a) The Commission has the authority to establish policies and procedures for the operation of the Leisure Pool including but not limited to, hours of operation, schedule of user fees and charges, and programming.
- (b) Performance under this agreement is subject to monitoring and review by the Commission which may require such reports from the City as it may reasonably need to carry out this function.

**REGIONAL DISTRICT DUTIES**

3. The Regional District will:
  - (a) Insure the Leisure Pool and such insurance will be All Risks Property Insurance not including property of user groups stored at the Leisure Pool and the cost of this insurance will be provided for in, and recovered from the budget of the Leisure Pool.
  - (b) During the term of the operating agreement, indemnify and save the City completely free and harmless from all liabilities, damages or costs arising from faulty design or construction.
  - (c) Keep and maintain in force a comprehensive general liability insurance in an amount not less than \$10,000,000 during the term of the operating agreement and provide evidence of such insurance on request and any allocation of the cost of this insurance to the Leisure Pool will be provided for in, and recovered from the budgets for the Leisure Pool.
  - (d) Pay the capital and interest instalments budgeted for the debt incurred to provide the Leisure Pool.
  - (e) Pay to the City quarterly in advance one quarter of the net operating costs, adjusted in respect of the previous quarters actual revenue, and the management fee pursuant to Section 6 as provided in the Annual Budget.

**CITY DUTIES**

4. The City will, subject to the policies and procedures established by the Commission, manage and operate the Leisure Pool and will:
  - (a) Provide recreational, marketing, clerical and administrative support services to the Commission.
  - (b) Ensure that the Leisure Pool is managed and operated in compliance with regulations.
  - (c) Ensure that the Leisure Pool is cleaned and maintained, and kept in a good state of repair.

May 14 2009

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**CITY DUTIES** (continued)

5. (d) (i) receive all revenue from the operation of the Leisure Pool and account for all revenue and expenditures in relation to the operation of the Leisure Pool, monies received and monies expended in relation to the operation of the Leisure Pool.
- (ii) be responsible for the maintenance of adequate accounts, books, and records and the preparation of operating and financial reports as may be reasonably required by the Commission and the Regional District.
- (iii) permit the Regional District and its auditors to all reasonable times to examine all accounts, books and records in relation to the operation of the Leisure Pool.
- (e) Hire all management, maintenance, lifeguards, instructors, clerical and other personnel necessary for the operation of the Leisure Pool.
- (f) Negotiate and make recommendations to the Commission on all sub-leases and contracts to be entered into by the Regional District as owner with respect to the Leisure Pool.
- (g) Prepare and submit to the Commission:
- (i) a schedule of fees and charges and programming
- (ii) a five year financial plan for the following year, on or before the 15<sup>th</sup> day of November in each year, and
- (iii) a proposed annual budget for the following year on or before the 15<sup>th</sup> day of February in each year.
- (h) (i) during and after the termination of the operating agreement, indemnify and save the Regional District completely free and harmless from any and all damages or injuries to persons or property, claims, actions, obligations, liabilities, costs, expenses and fees by reason of any cause whatsoever if the City has not carried out the provisions of the operating agreement or if causes as a result of a negligence of the City or those for whom the City is at law responsible.
- (ii) keep and maintain in force comprehensive general liability insurance in an amount of not less than \$10,000,000 during the term of the operating agreement and provide evidence of such insurance on request.

**THE CITY WILL NOT**

6. (a) Expend any monies unless those funds are authorized by a budget adopted by the Regional District.
- (b) Collect any fees or charges except those approved by the Commission.
- (c) Make any alterations to the Leisure Pool without the prior written consent of the Commission.

May 14 2009

*Operating Agreement 2009 – 2014*

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**THE CITY WILL NOT** (continued)

6. (d) Assign the operational agreement without the prior written consent of the Regional District, which consent may be reasonably withheld.

**MANAGEMENT FEE**

7. A management fee calculated in accordance with the following formula will be included in the budgets for the Leisure Pool: 11.75% of actual gross pool costs. (Which represents the average percentage of general government services allocated to the costs of the North Peace Leisure Pool as a percentage of all general government costs except fiscal services). This is recognition in lieu of taxes.

**TERM**

8. The term of the operating agreement is seventeen months (17) commencing June 1, 2009.
9. Either party may terminate this agreement by giving the other party one year's notice of intention to terminate and upon termination; the financial responsibilities between the parties will be settled within forty-five (45) days of such termination.

**Recommendation for execution on behalf of the North Peace Leisure Pool Civic Properties Commission:**

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Don Irwin, Chair

**The Corporate Seal of the City of Fort St. John was hereunto affixed in the presence of:**

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Bruce Lantz, Mayor

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Janet Prestley, Director of Legislative and Administrative Services

**The Corporate Seal of the Peace River Regional District was hereunto affixed in the presence of:**

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Karen Goodings, Chair

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Fred Banham, Chief Administrative Officer

May 14 2009

*Operating Agreement 2009 – 2014*