



CITY COUNCIL REPORT

TITLE:

JOINT USE OF COMMUNITY FACILITIES AGREEMENT UPDATE

PRESENTER:

Heather Reimer

DEPARTMENT:

Parks & Recreation

ATTACHMENTS:

DATE:

8/27/2026

CLEARANCE / APPROVALS:

Todd Burton General Manager
Dave Wardrop City Manager

RECOMMENDATION(S):

That Council receive the report from Administration providing an update on the Joint Use of Community Facilities Agreement with the Brandon School Division, and further that Council support the execution of the updated agreement.

BACKGROUND:

The Joint use of Community Facilities Agreement between the City of Brandon and the Brandon School Division was developed, following a recommendation from the Provincial Government for school divisions and local governments to develop standards for community use agreements, in an effort to increase the shared use of community and school facilities by minimizing user fees, while allowing or flexibility based on local context and needs.

At the January 19, 2026 Council meeting, Administration presented a report regarding the Joint Use of Community Facilities Agreement between the City of Brandon (the City) and the Brandon School Division (BSD), at Council's request. Council accepted the report and directed Administration to undertake a review of the agreement in collaboration with BSD, with a subsequent report back to Council.

During discussions, BSD requested the implementation of a fee structure for outside user groups, detailed below. In addition BSD has requested a transition period for the amendment to the effective time periods for BSD free use of City facilities, detailed below.

The agreement continues to support shared use of facilities to enhance recreational, educational, and community programming opportunities while reducing barriers to access.

Following Council direction, Administration met with BSD representatives on two occasions to review current practices, identify areas for improvement, and discuss potential updates to the agreement.

ANALYSIS:

Summary of Proposed Changes

As a result of discussions with BSD, several operational and administrative changes have been proposed and are supported by Administration.

1. Changes to Facility Access and Fees

Past Practice:

- BSD provided the City with a list of approximately 12 schools available for weekday access at no cost during designated hours. These schools were not listed in the agreement, and a fluctuating list was provided by BSD to the City at the start of each school year.
- Weekend use of schools, and weekday use of schools not on the BSD approved list required payment of \$74.00 per hour and required approval from individual school principals.
- BSD was given use of City of Brandon facilities at no cost between the hours of 9:00 a.m. to 4:00 p.m. on weekdays. Incremental costs such as lifeguard wages were applied to bookings.

New Practice:

- All BSD schools, with the exception of highschoools, and schools undergoing construction each year, will be available for community use at a nominal rate of \$26.25/hour on weekdays.
- Set hours of availability will be established and provided to the City at the end of each school year, for the upcoming school year.
- Weekend booking rates will increase from \$74/hour to \$96/hour.
- BSD will be given use of City of Brandon facilities at no cost between the hours of 9:00 a.m. to 3:30 p.m. on weekdays, beginning in the 2027/2028 school year. Incremental costs such as lifeguard wages will still be applied to bookings.

Purpose of the Change:

- Introduction of cost recovery for maintenance in high-use gymnasiums that were previously free.
- Improvements to administrative efficiency by eliminating the need for school-by-school approvals.
- Increases to the overall inventory of available schools for community use.
- Maintaining prioritization of youth-non-profit organizations while improving equity among all user groups.
- Hours of access will align more closely with the school hours, as is the purpose of the agreement. BSD has requested a one year transition period.

2. Impact on Equity

There is no change in the overall value exchange between the City and BSD.

- The City will continue to have no fees for weekday use of BSD facilities during designated hours.
- BSD will continue to have no fees (other than incremental costs) for use of City Facilities during school hours.

The changes reflect BSD's internal fee adjustments, and the City's administrative fee adjustments, and neither alter the reciprocal nature of the agreement.

3. Amendments to the Agreement Document

The following revisions to the Joint-Use Agreement are proposed:

- Section 5.2(a): Removal of the word “free” to reflect the updated fee structure.
- Section 5.5: Addition of set hours for BSD use of City Facilities to indicate the expiry of current hours as of June 30, 2027, and new hours (9:00 a.m. to 3:30 p.m.) set for any future use.
- Signatory Update: Revised from General Manger of Operations and Director of Parks & Recreation, updated to City of Brandon Mayor and City Manager.

4. Administrative and Operational Benefits

- Reduces administrative burden associated with managing individual school permissions.
- Provides clearer and more consistent access for user groups.
- Expands available facility inventory across the community.
- Supports continued prioritization of youth non-profit programming.

LEGISLATIVE REQUIREMENTS:

The Memorandum of Understanding signed by the Brandon School Division and the City of Brandon states:

“Either party may terminate this Agreement, as to any or all facilities, upon giving to the other party twelve (12) months advance notice.”

STRATEGIC ALIGNMENT:

The updated approach aligns with Council's strategic priorities, including:

- Promoting community wellbeing.
- Enhancing access to recreational opportunities.
- Supporting efficient use of community infrastructure.

FINANCIAL IMPACT:

In the 2027/2028 school year, The City may recognize increased revenues during the 3:30 p.m. to 4:00 p.m., should BSD book the facility during those times. There are no expected increases to expenses for the City.

Introduction of a nominal hourly fee structure may impact community user groups; however, the expanded access and improved efficiency are expected to offset administrative and availability challenges. BSD's fee adjustments support ongoing maintenance of high use facilities.

RISK ASSESSMENT:

The agreement continues to provide clear operational roles and responsibilities. Standardized processes reduce risks related to scheduling inconsistencies and access inequities. Existing insurance, liability, and dispute resolution remain unchanged.

COMMUNICATION STRATEGY:

Upon execution of the updated agreement, Administration will communicate changes to internal staff and community user groups and emphasize improved access, clarity, and consistency.

CONCLUSION:

Overall, the agreement continues to function effectively, with balanced use between The City of Brandon and the Brandon School Division, and high community utilization of the Brandon School Division facilities that supports recreation and wellbeing across Brandon. Administration recommends that Council support the execution of the updated agreement.

THIS AGREEMENT ENTERED INTO THIS ____ DAY OF _____, 20__, PROVIDING FOR THE COMMUNITY USE OF FACILITIES.

BETWEEN:

CITY OF BRANDON
410 – 9th Street
Brandon, MB
Hereinafter called “the City”

- and -

BRANDON SCHOOL DIVISION
1031 – 6th Street
Brandon, MB
Hereinafter called “the Division”

WHEREAS the City controls certain lands and buildings with related facilities and services, within the City of Brandon which are and may be devoted to educational, recreational, and cultural purposes;

AND WHEREAS the Division controls certain lands and buildings with related facilities and services, within the City of Brandon, which are and may be devoted to educational, recreational, and cultural purposes;

AND WHEREAS the City and the Division desire to maximize use of all existing and future lands and buildings with their related facilities and services, which are or may be devoted to educational, recreational, and cultural purposes;

AND WHEREAS it is the desire of the parties hereto to use their existing resources for use and development of facilities in the most efficient manner for the benefit of the community;

AND WHEREAS the City and Division intend for this Agreement to replace the existing Agreement between the parties from 2015;

NOW THEREFORE THIS AGREEMENT WITNESSETH the agreement of the City and the Division to make provision in a manner hereinafter described, for the use of buildings and lands with their related facilities and services, controlled by them which are or may be devoted to recreational/leisure purposes pursuant to The Municipal Act, Sections 232(1)(b), 250(2)(d)(iv) and 253(1), and The Public Schools Act, Section 48(1)(r).

THEREFORE the parties hereto covenant and agree together as follows:

1. VISION STATEMENTS

1.1 Public facilities and grounds, whether operated by the City or Division, shall benefit and be used by children, adults, organizations, and families of Brandon to the best possible extent.

1.2 The City and Division have mutual interests in helping people of all ages to learn, develop, and participate in educational, recreational and cultural activities.

2. PURPOSE OF THE AGREEMENT

- a) Effectively and efficiently manage the use of available public facilities for the benefit of the citizens of the Division and City. The Division may use City facilities for educational, recreational, and cultural purposes and the City/Community may use Division buildings and land outside of school hours for educational, recreational, and cultural purposes.
- b) Facilitate community use of facilities and grounds operated by the City and Division.
- c) Encourage cooperative working relationships between Division and City personnel at all levels.
- d) Encourage joint and cooperative ventures, including facility and grounds development.
- e) Regulate the booking procedures, time allotment, user prioritization, and cost of the use of facilities and grounds.

3. AGREEMENT ADMINISTRATION

3.1 This Agreement shall be administered by the City of Brandon Director of Parks & Recreation Services and the Brandon School Division Secretary-Treasurer to:

- a) Coordinate implementation of and oversee the Agreement.
- b) Review this Agreement by September 1st of each year, particularly its guidelines, booking procedures, and responsibilities. Operational changes jointly agreed upon in this review will take effect as agreed to in writing.
- c) Invite resource personnel as is required for the purpose of obtaining necessary information and advice.
- d) Initiate special meetings, if required, to discuss problems or propose amendments to this Agreement and report back to their respective Board and Council.

3.2 Nothing in this Agreement shall prevent either of the parties from making agreements with any other party in relation to their facilities, provided any such agreements shall be circulated for information to the other party to this Agreement.

4. GENERAL PROVISIONS

4.1 This Agreement shall remain in force and effect from the date of its execution by the parties involved, continuing until terminated by either party.

4.2 The Division and City shall act in good faith to implement the terms of the Agreement.

4.3 The Division and City acknowledge that:

- a) Public safety shall be the primary consideration.
- b) It is a City and Division objective to increase community access to and use of school facilities and grounds.
- c) This Agreement is intended to address those programs and activities occurring in Division/City facilities or on Division/City grounds that are intended for educational, recreational, and cultural purposes.
- d) This Agreement is intended to enhance and not interfere with the primary missions of the Division or City.
- e) The ultimate responsibility for the allocation and use of facility space will remain with the owner of the facility.
- f) This Agreement is not intended to amend any of the existing leases or other property agreements the parties may have undertaken.

All aspects of the use of facilities by the community shall meet legal requirements.

5. GENERAL GUIDELINES

5.1 Use of City/Division facilities is permitted for any educational, recreational, and cultural purposes.

5.2 a) Division facilities and grounds will be accessible for community use rental on weekdays during times listed in appendix A. Permission from 8:00 a.m. to 11:00 p.m. may be granted on Saturday and Sunday. School hours will be determined on an annual basis and noted in the Brandon School Division Joint Use Booking Policy. All statutory holidays are excluded unless special arrangements are made. Special arrangements for these times will be considered on an individual basis and at a cost to be determined.

- a) School buildings and grounds may also be available during winter, spring or summer breaks subject to maintenance/custodial requirements and as approved by the Secretary-Treasurer or his/her designate.
- b) Notwithstanding 5.2 (a) high school gymnasiums will only be available for community use for Monday to Friday bookings from April 1 to June 30th of each year. Special arrangements may be approved by the schools on an individual basis.
- c) A school will have priority in the use of school facilities and grounds upon giving 48 hours notice to the Booking Agent. Booking agent shall book Division facilities in accordance with Brandon School Division Joint Use Booking Policy.

5.3 The City and Division employees and/or agents and contractors shall provide proper level of supervision and custodial services for the buildings and facilities/grounds.

5.4 Fees charged for use of the facilities are to offset the costs incurred by the facility owner for the specific activity being undertaken (ie. lifeguards, utilities, cleaning, etc.)

5.5 City facilities will be accessible for Division use during weekdays from 9:00 a.m. to 4:00 p.m. during the Division calendar year, until June 30, 2027. City facilities will be accessible for

Division use during weekdays from 9:00 a.m. to 3:30 p.m., during the Division calendar year, commencing September 1, 2027, until the expiry of this agreement. Statutory holidays, Professional Development days, winter break, spring break, and any other non-instructional days are excluded from this agreement.

5.6 A responsible adult of the user group, who must be identified at the time of booking, is responsible for supervision of its participants and spectators.

5.7 Admission may be charged for an activity sponsored by a non-profit and non-commercial organization when this admission charge does not conflict with other commercial organizations. Facilities shall not be used for private or commercial gain except if specifically approved under the permit.

5.8 Smoking at any facility is prohibited.

5.9 Consumption of alcohol at any facility is prohibited unless otherwise licensed to do so.

5.10 Non-alcoholic beverages (non-glass containers only) and food may be brought into designated areas of the building at the discretion of facility staff on duty.

5.11 Either party may, in their sole discretion, refuse access to a group who seeks to use a facility for activities incompatible with the policies, mission, and public purposes of the owner of the facility; or due to past circumstances by the user related to payment of charges, facility damage, etc.

6. BOOKING ARRANGEMENTS

6.1 Division facilities booking priority:

- a) School functions including MHSAA provincial events;
- b) City of Brandon functions;
- c) Provincial/National Sport Organization Championships;
- d) Reciprocal Agreements or special arrangements; and
- e) Community Functions such as youth activities, organized club activities, city division residents, and other non-profit groups

Note: The Brandon School Division reserves the right to adjust any of, or the entire facility schedule when the ability to provide services is impacted by events beyond the Division's control. When either Brandon School Division or City of Brandon wish to temporarily adjust the booking priority, a discussion between representatives should occur to address the priority request. If there is no consensus on the request, a final decision will be made jointly between the General Manager of City Operations and Brandon School Division Senior Administration representative.

6.2 City facilities booking priority:

- a) International, National or Provincial events;

- b) Programs and events arranged and managed by the City;
- c) Programs and events managed by the Brandon School Division
- d) Reciprocal Agreements or special arrangements; and
- e) Community Functions such as youth activities, organized club activities, city division resents and all other non-profit groups.

Note: The City of Brandon reserves the right to adjust any of, or the entire facility schedule when the ability to provide services is impacted by events beyond the City's control. When either Brandon School Division or City of Brandon wish to temporarily adjust the booking priority, a discussion between representatives should occur to address the priority request. If there is no consensus on the request, a final decision will be made jointly between the General Manager of City Operations and Brandon School Division Senior Administration representative.

6.3 Responsibilities of the City in relation to Division and City-operated facilities will be:

- a) To communicate with the public regarding procedures to be undertaken to access Division facilities.
- b) To provide booking services for Division facility requests and manage all bookings.
- c) To advise name and contact information of the Booking Agent.
- d) To have facility booking contracts completed and a copy forwarded to the applicable school Principals or designate and Manager of Facilities.
- e) To collect and remit booking rental fees to the Division upon receipt and reconciliation of billing.
- f) To inform regular user groups of any changes to the rates or conditions of the facility booking contract.
- g) To provide maintenance and appropriate facility supervision for Division use of City facilities.
- h) To conduct timely inspections of City facilities for which a facility booking contract has been issued. Any damage to the facility will be reported in writing to the Booking Contact within 24 hours following inspection.
- i) To establish City user fees for Division use and advise the Secretary-Treasurer or designate by January 1 of each year for September 1 implementation.
- j) To submit billings for Division use of City facilities to the Secretary-Treasurer or designate on at least a monthly basis.

6.4 Responsibilities of the Division in relation to Division-owned facilities will be:

- a) To confirm which facilities are available to book.
- b) To submit facility use billings to the Booking Agent on at least a monthly basis.
- c) To provide appropriate facility supervision and custodial services for confirmed facility booking contracts in Division buildings.
- d) To conduct timely inspections of the facilities for which a facility booking contract has been issued. Any damage to the facility will be reported in writing to the Booking Agent within 24 hours after inspection. The Booking Agent will release the user contact information to

the Division for their recuperation of damage or loss. Abuse of the facilities may result in cancellation of future bookings.

- e) To identify specific field use for school ground facilities, i.e. only soccer or only football.
- f) To establish the Division user charge and advise the Booking Agent by August 1st of each year for September 1st implementation.
- g) To confirm any changes of school contacts (Principals) or designates to the Booking Agent by September 1st of each year.

7. CANCELLATION AND PENALTIES

The City of Brandon will establish cancellation procedures and penalties with same stated on the user facility agreement. Penalties in relation to cancellation of user permits for Division facilities will be collected by the City.

8. EXPENDABLE EQUIPMENT

The user groups shall supply all necessary materials and equipment (balls, racquets, etc.) to carry out their activity (use of Division nets & poles is permitted). Request shall be made for use of facility equipment with the Booking Agent. Facility equipment shall not leave the premises.

9. MAINTENANCE

- a) The owner shall be responsible for on-going maintenance of their facilities;
- b) Each user shall be responsible for litter control during their activities;
- c) The parties to this Agreement agree to both provide a minimum annual budget allocation of \$30,000 each for the purpose of joint maintenance or improvements;
- d) On an annual basis, the parties will consult with each other to determine what projects will be approved in allocating these funds.

10. IMPROVEMENTS / REFURBISHMENTS

- a) Subject to the written approval of the Secretary-Treasurer or designate, the City may improve Division facilities for City or a supported organization use;
- b) Subject to the written approval of the City Manager or designate, the Division may improve City facilities for Division use;
- c) It is further agreed that the plans, specifications, and standards for the placement of all equipment, facilities, and improvements upon said premises (whether permanent or temporary) shall be approved in writing by the party owning the premises prior to any installation thereof;
- d) The party requesting the improvements/refurbishments are totally responsible for all associated costs;
- e) Each of the parties will provide a minimum annual budget allocation of \$50,000 for joint playground structure replacement or repair;

- f) On an annual basis, the parties will consult with each other to determine the projects to be undertaken with the allocated funding.

11. FACILITIES DEVELOPMENT

- a) The City and Division will work cooperatively in planning facility, grounds, or equipment improvements in order to determine the most efficient and effective use of public resources;
- b) Where feasible, both parties will work together to support public/private partnerships to provide community use facilities and grounds;
- c) Formal approval by City Council and the School Board of Trustees is required for participation in these projects;
- d) The City and Division will involve each other in the planning and design development of new construction or a significant remodel of existing facilities available for community use activities. The City Manager and Division Secretary-Treasurer shall serve or designate a representative to participate in the project planning process;

12. EMERGENCY OPERATIONS

In an emergency situation where either party requires use of the other party's facilities, all costs will be the responsibility of the user.

13. FORCE MAJUERE

- a) Neither party shall be held responsible or be considered in breach of this Agreement based upon events beyond their control or reasonably unforeseeable including, but not limited to, natural disasters, mechanical or structural failure or unusual user success.
- b) Each party shall endeavour to notify the other party as early as possible should such an event occur or the likelihood of occurrence increases. The parties shall work to minimize the impact of such an event on the rights and obligations articulated in this Agreement.

14. TERMINATION

Either party may terminate this Agreement, as to any or all facilities, upon giving to the other party twelve (12) months advance written notice of intention to terminate.

15. INDEMNIFICATION

Each party agrees to indemnify and save harmless the other including but not limited to their respective officers, officials, employees and volunteers from any and all claims for injury or property damage that arise out of the negligence or omission of their employees, agents, contractors, or officers as a result of this Agreement.

16. INSURANCE

- a) The City and the Division shall each purchase and maintain General Liability Insurance for the duration of the Agreement for a minimum amount of \$5,000,000 per occurrence.
- b) The insurance policies shall contain, or be endorsed to contain, that the insurance coverage of the party using the other's facility shall be the primary insurance for liability arising from such use.
- c) Individual user groups shall purchase and maintain liability insurance for their activities as Division liability insurance does not extend to user groups. Coverage for outside user groups is required to be a minimum of \$2,000,000 coverage with the Division included on the policy as a named insured.
- d) The City and Division shall each purchase and maintain property insurance for their respective facilities.

17. NON-DISCRIMINATION

No person shall be denied or subjected to discrimination on the grounds of sex, race, colour, creed, national origin, religion, age (except minimum age and retirement provisions) marital status or in the presence of any sensory, mental or physical handicaps in the receipt of the benefit of any services or activities made possible by or resulting from this Agreement.

18. DISPUTE RESOLUTION

- a) In the event that a dispute arises as a result of the implementation of this Agreement, resolution shall be addressed as identified below in the following sequential order (as needed):
 - i. Site-Based Supervisors;
 - ii. City Director of Parks & Recreation Services and Division Secretary Treasurer
 - iii. The Superintendent and the City Manager;
 - iv. Division Board of Trustees and the City Council;
 - v. An Arbitration Committee in accordance with the provisions of *The Arbitration Act* of Manitoba.

19. NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate governing body at the address which appears below (as modified in writing from time to time by such governing body) and delivered either personally, by prepaid registered post or by facsimile transmission. Such notice shall be deemed to have been given if by personal delivery, on the date of delivery; if by facsimile transmission, on the date of delivery with electronic confirmation of receipt obtained; and if by post, on the fifth business day following the posting thereof (which for the purposes of this Agreement shall be deemed to exclude Saturdays, Sundays, and statutory holidays).

THE DIVISION	THE CITY
Brandon School Division	City of Brandon
1031 – 6 th Street	410 – 9 th Street
Brandon, MB R7A 4K5	Brandon, MB, R7A 6A2
Attention: Secretary-Treasurer	Attention: City Manager

20. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Division, who agree that the Agreement may be reformed to replace such stricken provisions or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

21. ENTIRE AGREEMENT

This agreement, including Addenda, contains the entire Agreement between the governing bodies hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the governing bodies hereto. Either governing body may request changes to the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment or Addenda to this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

THE CITY OF BRANDON

BRANDON SCHOOL DIVISION

Mayor – City of Brandon

Board Chairperson

City Manager

Secretary-Treasurer