



COUNCIL REPORT

Report Date: October 28, 2025
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Meeting Date: November 26, 2025
[Submit comments to Council](#)

TO: Standing Committee on Policy and Strategic Priorities

FROM: General Manager of Vancouver Board of Parks and Recreation

SUBJECT: Vancouver Technical Secondary School Synthetic Turf Joint Use Agreement – Custody, Care and Management of Land

Recommendations

- A. THAT Council approve the City of Vancouver (the “City”) to enter into a license and operating agreement (the “Joint Use Agreement”) with The Board of Education of School District No. 39 (Vancouver) (“VSB”), whereby the City, as represented by the Vancouver Board of Parks and Recreation (the “Park Board”) and VSB will jointly use and operate the synthetic turf field (the “Field”) at the Vancouver Technical Secondary School, based upon the key terms and conditions outlined in Appendix B and upon such other terms and conditions to the satisfaction of the City’s Director of Legal Services and the General Manager of Park Board.
- B. THAT Council resolves, pursuant to Section 488(3) of the *Vancouver Charter*, that the VSB lands so held by the City, pursuant to the Joint Use Agreement, shall be in the custody, care and management of the Park Board for the full term of the Joint Use Agreement.

Purpose and Executive Summary

This report seeks Council approval for the City to enter into a license agreement with the Park Board and the Vancouver School Board (VSB) for the joint use and operation of the synthetic turf field (Field) at Vancouver Technical Secondary School (VTSS), based on key terms outlined in Appendix B. The report further seeks approval for the designation of the license area in Appendix A to be under the custody, care, and management of the Park Board to enable park related activities on non-Park Board land.

The Joint Use Agreement is an opportunity to modernize a longstanding partnership with VSB and ensure continued access to a high quality and in-demand facility for sport groups. The Field

is a vital community asset, generating significant annual revenue and serving thousands of youth and adult sport participants each year. The Joint Use Agreement will formalize shared use arrangements, maintenance responsibilities, and financial contributions, reflecting best practices and lessons learned from 17 years of collaboration between the Park Board and VSB on the VTSS site.

Timely approval of the Joint Use Agreement is critical. It will enable immediate permitting of the newly constructed field and mitigate risks associated with delayed access, including: revenue loss; disruption to sport group activities; and postponement of Andy Livingstone synthetic turf fields renewal.

Council Authority/Previous Decisions

As outlined in [Section 488\(3\)](#) of the *Vancouver Charter*, the Park Board shall have custody, care and management to the extent prescribed by Council of such other areas belonging to or held by the City as Council may from time to time determine.

[On June 19, 2006](#), Council (1) approved a licence agreement amongst the City, the City as represented by Park Board, and the VSB, (2) approved funding for the construction of a synthetic turf field at VTSS, and (3) designated the portion of the VSB's land to which the City received a licence to be under the custody, care and management of the Park Board. This agreement expired upon renewal of the Field during summer 2025.

[On June 3, 2025](#), Council (1) approved a Construction License Agreement amongst the City, the City as represented by the Park Board, and the VSB to authorize the Park Board to complete a synthetic turf renewal at VTSS, and (2) designated the portion of the VSB's land to which the City received a licence to be under the custody, care and management of the Park Board for the duration of the Construction Licence Agreement.

City Manager's Comments

The City Manager concurs with the foregoing recommendations.

Context and Background

Park Board and Vancouver School Board Synthetic Turf Field Partnerships

The Park Board has been installing, maintaining, and permitting synthetic turf fields since 1986 and manages 12 such facilities on both Park Board and VSB sites. There are currently three synthetic turf fields managed by Park Board on either VSB land or shared land sites: Eric Hamber Secondary School, Kerrisdale Park / Point Grey Secondary School, and Vancouver Technical Secondary School.

Through licence and joint use agreements, these fields are shared by VSB students and school programs, and by sport groups through the Park Board permitting system. Key terms in these agreements include the following:

- VSB retains the right to use the field during school hours for school events

- Park Board has the right to use the field for community sport groups outside of school hours
- The Park Board maintains and repairs the field
- VSB compensates the Park Board annually for their proportional share of the cost of field maintenance and repairs

This ongoing collaboration between the Park Board and VSB benefits both students and community members, including field sport users, and reduces the need for the Park Board to secure additional lands for service delivery.

Vancouver Technical Secondary School Synthetic Turf Field – History

In 2007, the City, the Park Board, and VSB entered into a licence agreement that defined the terms and conditions for the installation, joint use and operation of the Field at VTSS. Upon completion of construction in 2008, the parties entered a joint use agreement, which elaborated and confirmed details for the shared use of the field including times of use, maintenance obligations and other matters not covered in the 2007 licence agreement. This arrangement has persisted for 17 years until the replacement of the synthetic turf field surface in 2025.

In June 2025, both Council and the Park Board approved a new Construction License Agreement to renew the field. Construction began in August and will be completed in November 2025, weather permitting. Staff have been collaborating with VSB for the past year to develop the new Joint Use Agreement and are close to a final draft. Because the Field sits entirely on VSB land, Council must grant to the Park Board custody, care, and management of the lands before the Park Board can maintain the Field and permit it to sport groups.

Discussion

The following requirements must be fulfilled to allow the Park Board to enter a Joint Use Agreement with VSB for the purposes described above.

1. VSB must:
 - a. Grant a licence to the City to use the Field for the desired purposes; and
 - b. Permit the Park Board to manage the site on behalf of the City.
2. City Council must:
 - a. Prescribe the land on which the Field is constructed (Appendix A) to be under the custody, care and management of the Park Board pursuant to [Section 488\(3\)](#) of the *Vancouver Charter*; and
3. The Park Board must:
 - a. Approve the Park Board negotiating and entering into an agreement with VSB.

Failing to receive the above Council approval (2.a) risks delaying sport group access to this high-demand Field, which has been unavailable since August due to the renewal. The figures below from 2024 illustrate the importance of the Field to sport groups and the Park Board, and the potential impact of not accessing it immediately after construction is complete:

- Nearly \$111,000 generated in annual revenue

- 43 unique permit clients (primarily soccer, with several ultimate and lacrosse organizations as well)
- Over 2700 total hours permitted, with over 70% from youth sport organizations

Delayed access to the Field will also postpone the Park Board's renewal of the Andy Livingstone synthetic turf fields. To mitigate the impact of field closures on sport groups, Park Board staff have planned for construction at Andy Livingstone to start only once sport groups have regained access to the renewed Field at VTSS.

There are no perceived risks of moving forward with the recommendations in this report. Entering a new Joint Use Agreement with VSB allows the Park Board to continue maintaining and permitting the Field, and to ensure the new terms of the Joint Use Agreement are aligned with modern best practices and reflect learnings from the past 17 years of the arrangement.

Financial Implications

No additional funding is required to implement the Joint Use Agreement. Funding for the remainder of 2025 was already approved as part of the Park Board's 2025 operating budget. Funding for the remaining years of the term of the JUA would continue to be approved annually as part of the Park Board's operating budget.

Foregone revenue is a risk of not entering the Joint Use Agreement and permitting the Field to sport groups once the renewal is complete: the average monthly revenue generated by the Field in 2024 was more than \$9000.

Legal Implications

There are no legal implications associated with this report's recommendations.

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APPENDIX A

License Area



APPENDIX B

Key Terms of Joint Use Agreement

Exclusive License

- The School Board gives the City an exclusive license to use a defined area (the License Area) during specific hours and days
- The Park Board can act on behalf of the City for all rights and obligations
- This is a license only (not a lease or ownership)
- The City and Park Board accept the field “as is” and are responsible for their own inspections

Rights and Reservations

- School Board has exclusive use of the field weekdays from 7:00 AM to 5:00 PM when school is in session
- Park Board has exclusive use:
 - o Weekdays (when school is open): 5:00 PM to 11:00PM
 - o Weekdays (when school is closed): 8:00 AM to 11:00 PM
 - o Weekends: 8:00 AM to 11:00 PM
- Both parties can jointly set field rules and regulations
- School Board can allow third-party use outside the above times

Term

- The agreement lasts for 10 years, starting in 2025
- Option to renew agreement after the term ends, but no obligation

License Fee

- City pays School Board \$10 for the license, non-refundable

Permitted Use

- The field can only be used for sports and recreation purposes
- No use that damages the field or voids the turf warranty
- No illegal or unlawful use

Storage, Signage, Lighting, Washrooms, and Amenities

- Park Board can store equipment in a unit on school grounds (at Park Board's cost)
- Park Board provides and maintains signage, subject to School Board approval
- Park Board owns and maintains lighting, washrooms, soccer goals, drinking fountain, and benches; School Board can use these during its times
- Park Board must remove its amenities at the end of the agreement unless agreed otherwise

Operations

- School Board manages and schedules field use during its times and collects fees
- Park Board manages and schedules field use during its times and collects fees
- Park Board may bring additional equipment onto field but must remove it after use unless agreed otherwise
- Parties will set up a two-lock system for field access

Maintenance and Repair

- All work must meet Park Board standards for similar fields
- Park Board is responsible for routine field repairs and maintenance, but not for capital expenses (major repairs over \$5,000)
- Damage caused during School Board times is repaired by School Board; damaged caused during Park Board times is repaired by Park Board
- If damage occurs overnight or it is unclear when damage occurred, costs are split equally
- Each party must keep the field clean and safe during their use; if not, the other party can clean and bill for costs
- Both parties inspect the field and can close it if unsafe
- Park Board can do repairs during School Board times with prior coordination
- School Board pays an annual contribution to Park Board for maintenance, proportionate to the School Board's hours of use of the field
- Parties must notify each other of needed repairs
- No alterations to the field without mutual written agreement
- No snow removal on the field
- City provides garbage and recycling bins that can be used by both parties; bins are emptied by the City

Insurance

- Each party gets its own property insurance
- Park Board and School Board must each have \$5 million liability insurance, naming each other as additional insured
- Proof of insurance must be provided before the agreement starts and upon renewal
- Additional insurance as required by law or deemed necessary

Indemnity

- City and Park Board indemnify School Board for losses except those caused by School Board's negligence
- School Board indemnifies City and Park Board for losses except those caused by their negligence
- Indemnity survives the end of the agreement

Environmental Matters

- No party may bring or release contaminants onto the field
- All parties must comply with environmental laws and notify others of any issues
- Any contamination caused must be cleaned up by the responsible party
- Environmental obligations survive the agreement

Parking

- City and Park Board can park vehicles for maintenance work at no cost
- School Board may designate paid parking for City and Park Board during their use times

Default and Termination

- Either party can terminate the agreement if the other party defaults and does not fix the issue within 30 days (or longer if needed)
- When agreement terminates, School Board can require Park Board to remove the field and restore it to gravel, or pay Park Board an amount equal to the estimated depreciated value of the field