

**Notice & Agenda for the 1:00 p.m. Friday, October 10, 2025, Town of Qualicum Beach
Special Council Meeting to be held in the Committee Room, Municipal Office, 660 Primrose
Street, Qualicum Beach, BC**

Page No.

(This meeting may be recorded)

1. ADOPTION OF THE AGENDA

1 THAT Council adopts the October 10, 2025, special Council meeting agenda.

2. STAFF REPORTS

(1) **Finance**

2-14 **District 69, Sports Field Services Agreement**

Staff Recommendations:

THAT Council authorize the Mayor and Corporate Officer to execute the District 69 Sports Field Services Agreement between the Regional District of Nanaimo, the City of Parksville, and the Town of Qualicum Beach, substantially in the form attached to the October 10, 2025 staff report as the Draft Proposed Agreement.

3. MOTION TO CLOSE

THAT the special meeting of Council be closed to the public, pursuant to section 90(1)(e) of the *Community Charter*, for the purpose of considering:

- (e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;

Following adoption of the above motion, the meeting will be closed to the public.

MEETING REOPENS TO THE PUBLIC

4. ADJOURNMENT

THAT Council adjourns the meeting.

NEXT SCHEDULED

REGULAR COUNCIL MEETING: Wednesday, October 22, 2025, at 10:00 am



Heather Svensen
Director of Corporate Services/Deputy CAO



TOWN OF QUALICUM BEACH

STAFF REPORT

TO: Lou Varela, Chief Administrative Officer

FOR: Special Council Meeting

DATE: October 10, 2025

FROM: Raj Hayre, Director of Finance

SUBJECT: District 69, Sports Field Services Agreement

GOVERNANCE DECISION:

Authorize execution of an updated *District 69 Sports Field Services Agreement* between the Regional District of Nanaimo (RDN), the City of Parksville, and the Town of Qualicum Beach (TQB).

RECOMMENDATIONS:

THAT Council authorize the Mayor and Corporate Officer to execute the *District 69 Sports Field Services Agreement* between the Regional District of Nanaimo, the City of Parksville, and the Town of Qualicum Beach, substantially in the form attached to the October 10, 2025 staff report as the *Draft Proposed Agreement*.

PURPOSE

The purpose of this report is to provide Council with background information on the District 69 Sports Field Services Agreement, outline its governance and cost-sharing framework, and present the Draft Proposed Agreement for Council's review and direction. This Agreement establishes the cooperative funding and operational structure for regional sports field services delivered jointly by the Regional District of Nanaimo, City of Parksville, and Town of Qualicum Beach, ensuring equitable access and consistent service levels across the Northern Community Recreation Area.

BACKGROUND & DISCUSSION

The *District 69 Sports Field Services Agreement* is a long-standing, inter-jurisdictional arrangement between the Regional District of Nanaimo (RDN), the City of Parksville, and the Town of Qualicum Beach. It operates under the framework of the Northern Community Recreation Local Service Area, which was established by RDN Bylaw No. 861 (2000). Through this service, the City of Parksville, Town of Qualicum Beach, and Electoral Areas E, F, G, and H collectively share in the annual operating costs of regional sports field facilities that serve residents throughout the District 69 area.

The service currently provides funding for the operation and maintenance of four primary sports fields:

- Springwood Park (City of Parksville),
- Parksville Community Park fields (City of Parksville),
- Qualicum Beach Community Park field (Town of Qualicum Beach), and
- Jack Bagley Field (Electoral Area E).

The purpose of the Agreement is to ensure equitable funding, operation, and maintenance of community sports fields that benefit residents across municipal and electoral boundaries. By pooling financial contributions and coordinating administration through the RDN, the arrangement allows the region to provide consistent service levels and facility standards across all participating communities, regardless of ownership or jurisdictional lines.

Under the Agreement, the RDN administers the service on behalf of the partners, ensuring that residents throughout School District 69—Parksville, Qualicum Beach, and surrounding electoral areas—enjoy fair and reliable access to well-maintained recreation fields. The current Agreement term extends to 2025, as last renewed by the RDN Board and participating municipalities. It is reviewed periodically to reflect changes in population, usage patterns, and operating costs.

Cost-Sharing Methodology

The cost-sharing formula is based on measured facility usage, as determined through a comprehensive Usage Survey undertaken approximately every five years by the RDN. The survey captures participation by municipality and electoral area through several data sources, including:

- in-person field and facility user counts,
- registration and membership data from local sports organizations, and
- residential addresses of participants in recreation programs and facility rentals.

The data are aggregated to calculate each jurisdiction's relative share of total usage across District 69 facilities. The resulting usage percentages are then applied to the total annual operating and maintenance costs to determine each party's contribution for the subsequent term. This usage-based allocation ensures that each local government contributes proportionally to the benefit received by its residents and provides flexibility to adjust over time as demographics or activity levels shift among communities.

The most recent RDN Usage Survey (2023) reaffirmed this methodology and will inform cost allocations for the upcoming renewal cycle. Table 1 below summarizes the results of the last three usage surveys and compares each jurisdiction's share of total use against its share of the Northern Community Recreation Area population based on the 2021 Census.

Table 1 – Northern Community Sports Fields

Jurisdiction	2010 Survey (%)	2015 Survey (%)	2023 Survey (%)	Population Share (2021 %)
Electoral Area E	12.0	13.7	13.2	13.4
Electoral Area F	20.2	16.1	15.2	16.3
Electoral Area G	17.1	22.3	19.5	16.1
Electoral Area H	5.0	4.9	5.6	8.5
Parksville	28.2	29.5	30.7	27.1
Qualicum Beach	17.5	13.9	15.8	18.5

The **Draft Proposed Agreement** (Attachment 1) is intended to extend the partnership beyond 2025, incorporating updated terms, schedules, and cost-sharing allocations consistent with the 2023 survey results.

FINANCIAL IMPLICATIONS

The Town's financial contribution under the *District 69 Sports Field Services Agreement* will continue to be determined by its proportional usage share and the finalized inventory of shared sports fields. Staff will incorporate any resulting adjustments into the 2026–2030 Financial Plan and subsequent budgets to ensure continued alignment with cost-sharing obligations. Administrative impacts are expected to be minimal with no material effect on the Town's overall budget.

PUBLIC PARTICIPATION SPECTRUM (IAP²)

Public Participation Framework developed by the International Association for Public Participation – IAP² International.

INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
<ul style="list-style-type: none"> • Provide balanced and objective data to assist in understanding issues, alternatives, opportunities, and solutions 	<ul style="list-style-type: none"> • Obtain feedback on analysis, alternatives, and/or decisions 	<ul style="list-style-type: none"> • Work directly with stakeholders to ensure concerns and aspirations are understood and considered 	<ul style="list-style-type: none"> • Partner with stakeholders in each aspect of the decision, development of alternatives, and identification of preferred solutions 	<ul style="list-style-type: none"> • Final decision making in the hands of the stakeholders

INFORM:

- Public notice on agreement execution and access/fees parity.

STRATEGIC PLAN ALIGNMENT

Council's Strategic Plan Focus Area(s) supported by this initiative:

- Good Governance *Executing the updated agreement clarifies roles, cost-sharing, and reporting among partners, strengthening transparency and accountability for residents and user groups.*
- Economic Prosperity *Coordinated operations and bookings support tournaments and events that draw visitors and local spending while maximizing value from limited tax dollars.*
- Community Health & Wellbeing *Equitable access to safe, well-maintained sports fields promotes active lifestyles, youth participation, and social connection across District 69.*
- Climate Action *Common maintenance standards enable water-wise irrigation, efficient lighting, and right-sized operations that lower energy use and emissions over the term.*
- Progressive Infrastructure *The agreement provides a framework for lifecycle maintenance and future field additions aligned with asset management best practices.*

SUMMARY

This report recommends that Council approve execution of the updated District 69 Sports Field Services Agreement (2026–2045) with the Regional District of Nanaimo and the City of Parksville to continue shared operation, maintenance, and equitable access to sports fields.

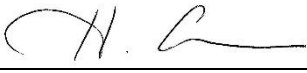
ALTERNATIVE OPTIONS

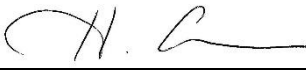
1. **Approve with direction** to amend specific clauses (e.g., term length, survey frequency)
2. **Do not approve**, and direct staff to report back with alternatives — *Not recommended* due to risk of service and cost-sharing gaps after Dec 31, 2025.

APPROVALS

Report respectfully submitted by Raj Hayre, Director of Finance



Raj Hayre
Director of Finance

For: Lou Varela, MCIP,
RPP
Chief Administrative Officer
Concurrence

Heather Svensen
Director of Corporate
Services
Concurrence

REFERENCES

1. Draft District 69 Sports Field Services Agreement

DISTRICT 69 SPORTS FIELD SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025

BETWEEN:

REGIONAL DISTRICT OF NANAIMO

6300 Hammond Bay Road
Nanaimo, BC
V9T 6N2
("Regional District")

OF THE FIRST PART

AND:

CITY OF PARKSVILLE

100 E. Jensen Ave.
Parksville, BC
V9P 2H3
("Parksville")

OF THE SECOND PART

AND:

TOWN OF QUALICUM BEACH

201 – 660 Primrose Street
Qualicum Beach, BC
V9K 1S7
("Qualicum Beach")

OF THE THIRD PART

WHEREAS:

- A. Parksville, Qualicum Beach and the Regional District operate and maintain Sports Fields (as defined herein) within their boundaries;
- B. The Sports Fields are used by residents of Parksville, Qualicum Beach and the Regional District;
- C. The parties wish to provide continued access to Sports Fields to members of the public residing within the boundaries of Parksville, Qualicum Beach and within Electoral Areas E, F, G and H of the Regional District by way of Agreement.

NOW THEREFORE in consideration of the premises and mutual covenants contained in this and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by all parties, the parties covenant and agree as follows:

1.0 DEFINITIONS

In this Agreement:

- 1.1 **"Commencement Date"** means January 1, 2026.
- 1.2 **"Cost of Operation and Maintenance"** means the Net Costs for Sports Fields for the items set out in Schedule "A", but does not include the Non-shareable costs or debt;
- 1.3 **"District 69"** means that portion of the Regional District included within the boundaries of the City of Parksville, Town of Qualicum Beach, and Electoral Areas E, F, G, and H;
- 1.4 **"Electoral Areas"** means that portion of the Regional District included within the boundaries of Electoral Areas E, F, G and H;
- 1.5 **"Field Owner"** means the municipality or regional district that owns the particular Sports Field;
- 1.6 **"Net Cost"** means prior year actual expenditures for the Cost of Operation and Maintenance less cost recovery from fees imposed for the use of Sports Fields;
- 1.7 **"Non-shareable costs"** means the development of a new Sports Field or Recreation Facility or an upgrade to an existing Sports Field costing more than \$15,000 including but not limited to the construction of facilities or improvements, or the addition, replacement, repair or extension of fences, roofs, seating, irrigation systems, wells, drainage, lighting, backstops, goalposts, time clocks or similar game display signage or sod replacement.
- 1.8 **"Participating Areas"** means Parksville, Qualicum Beach, and the Electoral Areas;
- 1.9 **"Services"** means:
 - a) operation and maintenance of Sports Fields in District 69; and
 - b) permitting access to and use of Sports Fields by residents of the Participants to this Agreement.
- 1.10 **"Sports Field"** means land developed for the playing of sport activities which is owned and operated by Parksville, Qualicum Beach or the Regional District and includes the following:
 - a) Springwood Park (City of Parksville);
 - b) Parksville Community Park (City of Parksville);
 - c) Qualicum Beach Community Park (Town of Qualicum Beach);
 - d) Jack Bagley Field (Electoral Area E); and
 - e) any Sports Field within Parksville, Qualicum Beach or the Electoral Areas, which meets the criteria to be considered a Sports Field under Section 6.0.
- 1.11 **"Sports Field Services"** means:
 - a) operation and maintenance of Sports Fields in District 68; and
 - b) permitting access to and use of Sports Fields by residents of the Participating Areas.
- 1.12 **"Term"** means the period from the Commencement Date to December 31, 2045.

- 1.13 **“User Group”** means a club or organization with bookings at a Sports Field multiple times a week consistently throughout an activity season or as determined by the Field Owner, but does not include once a week groups, family or private rentals, one-off rental groups, or sports teams of which the majority of athletes hold permanent residency outside of District 69.

2.0 INTERPRETATION

- 2.1 A reference in this Agreement to wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.
- 2.2 The headings of paragraphs, articles and sections of this Agreement are for convenience of reference only, do not form part of this Agreement and are not to be used in the interpretation of this Agreement.
- 2.3 This Agreement is to be governed and construed in accordance with the laws of the Province of British Columbia.
- 2.4 If any paragraph, article or section of this Agreement is declared or held invalid for any reason, the paragraph, article or section may be severed from the Agreement without affecting the validity of the remainder of the Agreement.

3.0 SERVICES

- 3.1 The Parties covenant and agree with each other to provide Sports Field Services in accordance with this Agreement during the Term of the Agreement.

4.0 PAYMENT

- 4.1 Commencing on the Payment Due Date in Section 4.3, the Regional District shall make payments to Parksville and Qualicum Beach in accordance with the following:

a) Cost share calculation:

Each party shall share in the Cost of Operation and Maintenance of Sports Fields calculated on the percentage of use by each party's residents established by averaging data from the three most recent usage Data Collections. Data Collections shall be conducted once every five (5) years with the next Data Collection to be completed on or before October 31, 2028 as set out in Section 6.0.

b) Payment will be made by the Regional District to Parksville and Qualicum Beach as follows:

Total costs reported by municipality for cost sharing purposes	\$ xxx
Less: the share calculated for the municipality under the formula in 4.1(a)	<u>\$(xxx)</u>
Net amount payable to municipality	<u>\$ xxx</u>

4.2 Annual Budget

For the purpose of calculating annual contribution amount for each year during the Term of this Agreement, Parksville, Qualicum Beach and the Regional District respectively, shall provide to each other, on or before February 7 a statement of actual Costs of Operation and Maintenance compared to budget for the prior year ending December 31. These historical costs are used to calculate the current year budgeted contribution amount to be recognized as a revenue for Parksville and Qualicum Beach and an expenditure for the Regional District. The costs to be shared shall consist of prior year actual costs of Parksville and Qualicum Beach, budgeted current year Regional District costs net of any prior year surplus or deficit as reported by the Regional District for Sports Fields in the Regional District Areas.

4.3 Payment Due Date

On or before August 2 in each year during the Term of this Agreement, Parksville, Qualicum Beach and the Regional District respectively, shall remit the amounts calculated under 4.1(b).

4.4 Debt

The cost of providing the Services under Sections 4.1 through 4.3 of this Agreement is a debt due and owing to the party providing the Service.

5.0 NEW SPORTS FIELDS

5.1 The parties on behalf of their respective Participating Areas shall use best efforts to agree which Sports Fields shall be included in the inventory of Sports Fields during a calendar year, by November 30th of the prior year.

5.2 If a new Sports Field within a municipality is added under Section 5.1 of this agreement, the Cost of Operation and Maintenance for the first year that it is added shall be the average Cost of Operation and Maintenance for all Sports Fields in Parksville and Qualicum Beach as the case may be, for the prior year. After the first year that it is added, the Cost of Operation and Maintenance shall be as reported in the municipal accounts under Section 4.2.

5.3 If a new Sports Field within an Electoral Area is added under Section 5.1 of this agreement, the Cost of Operation and Maintenance for the first year that it is added shall be the average Cost of Operation and Maintenance for all Sports Fields in the Regional District Areas for the prior year. After the first year that it is added, the Cost of Operation and Maintenance shall be as reported in the Regional District accounts under Section 4.2.

6.0 DATA COLLECTION

6.1 The data collection process for Sports Fields shall:

- a) Be conducted by the Regional District and completed on or before October 31 in the years 2028, 2033, 2038.
- b) include collection of street addresses of the members of Sport Field user groups for the purposes of identifying the participating areas.

7.0 INDEMNITY

- 7.1 A party to this Agreement (hereinafter called the “**Supplying Party**”) that provides the Services to another party to this Agreement (herein after called the “**Receiving Party**”), shall indemnify, defend and save harmless the Receiving Party and its elected and appointed officers, employees, agents, successors and assigns from all manner of actions, causes of action, suits, debts, losses, liabilities, costs, expenses, claims and demands whatsoever (collectively “**Liability**”) arising out of any wrongful act, omission or negligence on the part of the Supplying Party, its elected or appointed officers, employees, agents, successors and assigns arising out of the Services provided under this Agreement, except to the extent of the negligence of the Receiving Party.

8.0 PAYMENT RATES

- 8.1 The Parties acknowledge and agree that payments under Section 4.1 are deemed to constitute fair and reasonable consideration for the Sports Field Services provided under this Agreement.

9.0 RELEASE

- 9.1 The Parties release the other parties and their agents of and from any and all loss, costs, damages, expenses and liabilities suffered or incurred by the Parties or any of them in respect of the matters arising out of or attributable to any negligence of, or breach of the provisions of this Agreement by the parties or parties’ agents, in connection with the observance and performance of any of the covenants, agreements or duties of the parties or parties’ agents to be observed or performed under this Agreement, except losses, costs, damages, expenses and liabilities caused by the wilful wrongful act of any one or more of the parties or parties’ agents.

10.0 COVENANTS OF THE PARTIES

- 10.1 The parties shall not charge user or other rates, either directly or indirectly, for the use of the Sports Fields to residents of outside of the Participating Areas in excess of rates payable by or on terms other than those offered to residents of the Participating Area in which the Sports Fields are located.
- 10.2 Parksville, Qualicum Beach and the Regional District shall consult with each other with respect to the planning and co-ordination of future Sports Field development.

11.0 MISCELLANEOUS

- 11.1 Waivers

The failure at any time of any party to enforce any of the provisions of this Agreement or to require at any time performance by another party of any such provision shall not constitute or be construed to constitute a waiver of such provision, nor in any way to affect the validity of this Agreement or any parts thereof, or the right of any party thereafter to enforce each and every provision of this Agreement.

11.2 Statutory Powers

Nothing in this Agreement is to be interpreted as affecting or restricting the exercise by Parksville, Qualicum Beach or the Regional District of any statutory power, duty or function, which may be fully exercised as if this Agreement had not been executed by the parties.

11.3 Modification

No waiver, modification or amendment of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the duly authorized representatives of all parties.

11.4 Assignment

No assignment of this Agreement shall be made by any party without the written consent of the other parties. A party's consent to assign will not release or relieve the party from its obligations to perform all the terms, covenants and conditions that this Agreement requires a party to perform and the party requesting the assignment shall pay the other party's reasonable costs incurred in connection with the party's request for consent.

11.5 Survival

The articles, sections, subsections and paragraphs providing for the limitation of, waiver of, or protection against liability of the parties hereto shall survive termination, cancellation or expiration of this Agreement.

11.6 Notice

All notices and demands required or permitted to be given hereunder shall be in writing and may be delivered personally, sent electronically or mailed by first class, prepaid registered mail to the addresses set forth below. Any notice delivered or sent electronically shall be deemed to have been given and received at the time of delivery. Any notice mailed as aforesaid shall be deemed to have been given and received on the expiration of 5 business days after it was posted, addressed as follows:

Regional District of Nanaimo
6300 Hammond Bay Road
Nanaimo, BC V9T 6N2
Attention: General Manager, Recreation & Parks Services
Email: recparks@rdn.bc.ca

City of Parksville
100 E. Jensen Ave.
PO Box 1390
Parksville, BC V9P 2H3
Attention: Corporate Officer
Email: administration@parksville.ca

Town of Qualicum Beach
201 – 660 Primrose
PO Box 130

Qualicum Beach, BC
V9K 1S7
Attention: Director of Corporate Services
Email: QBTown@qualicumbeach.com

or to such other address or addresses as may from time to time be provided in writing by the parties hereto. If there shall be, between the time of mailing and the actual receipt of a notice, a mail strike, slow down or other labour dispute which might affect the delivery of that notice by the mails, then the notice shall only be affected if actually received by the person to whom it was mailed.

11.7 Independent Contractor

Where a party to this Agreement (hereinafter called the “**Supplying Party**”) provides Sports Field Services to another party to this Agreement (herein after called the “**Receiving Party**”), the Supplying Party shall be deemed to be an independent contractor and not the agent, partner, or joint venturer of or with the Receiving Party. Any and all agents, servants or employees of the Supplying Party or other persons, while engaged in the performance of any work or services required to be performed by one of the Supplying Parties under this Agreement, shall not be considered employees of the Receiving Party and any and all claims that may or might arise on behalf of the Supplying Party, their agents, servants or employees as a consequence of any act or omission on behalf of the Supplying Party, its agents, servants, employees or other person, shall not be the obligation or responsibility of the Receiving Party. The Receiving Party, their agents, servants or employees, respectively, shall be entitled to none of the rights, privileges or benefits of employees of the Supplying Party except as otherwise may be stated in this Agreement.

11.8 Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior written or unwritten negotiations, understandings and agreements.

11.9 Arbitration

All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated therewith or derived therefrom, may at the instance of either party, be referred to a Court of competent jurisdiction or to arbitration by delivery of a Notice of Arbitration in writing. If the parties cannot agree on a choice of arbitrator then each party may appoint an arbitrator, in the case of a dispute between only two parties, and the two arbitrators so appointed must appoint a third arbitrator failing which the third arbitrator must be appointed by a Judge of the Supreme Court of British Columbia. Arbitration will be governed by the *Commercial Arbitration Act* (British Columbia). The place of arbitration shall be Nanaimo, British Columbia, Canada and the costs shall be borne equally by the parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

The Corporate Seal of the)
REGIONAL DISTRICT OF NANAIMO)
 was hereto affixed in the presence of) (seal)
 of its authorized signatories:)
)
)
 _____)
 Chair)
)
 _____)
 Corporate Officer)

The Corporate Seal of the)
CITY OF PARKSVILLE)
 was hereto affixed in the presence of)
 its authorized signatories:) (seal)
)
)
 _____)
 Mayor)
)
 _____)
 Officer Responsible for Corporate)
 Administration)

The Corporate Seal of the)
TOWN OF QUALICUM BEACH)
 was hereto affixed in the presence of)
 its authorized signatories:) (seal)
)
)
 _____)
 Mayor)
)
 _____)
 Officer Responsible for Corporate)
 Administration)

SCHEDULE "A"

Cost of Maintenance and Operation

Labour - includes wages and benefits;

Equipment - means all equipment involved in the maintenance or operation of Sports Fields, including lawnmowers and vehicles and includes costs of operating plus an amount for depreciation calculated in accordance with the Party's usual accounting practices;

Materials - means all materials required to maintain and operate Sports Fields, including grass seed and fertilizer;

Field Houses - means cleaning, supplies, lighting, heating and similar operating costs for change rooms and washroom facilities at each park;

Bleachers - means seating along field of play/play surface and includes cleaning and minor repair of.

Water - means costs of water, if charged, and costs related to the irrigation of Sports Fields including operation and maintenance of wells and in ground irrigation systems;

Electricity - for the operation of field lights or signs at Sports Fields which are illuminated;

Fleet Maintenance - means the cost of repairing and maintaining vehicles used by parks staff, which is reasonably attributable to operation and maintenance of Sports Fields;

Vandalism - means annual costs for removing the effects of vandalism or repairing vandalized property;

Garbage Collection - means collection of litter from Sports Fields;

Departmental Overhead - means the following administrative costs attributable to Sports Fields operation and maintenance:

- salaries of parks maintenance administrative staff
- staff training
- staff meetings
- costs related to operation of parks works yard
- other miscellaneous minor costs incidental to the Parks and Recreation Service.

Costs of Sports Field Operation and Maintenance do not include Capital Costs as defined herein.