

SCHOOL DISTRICT NO.64 (GULF ISLANDS) AND
CAPITAL REGIONAL DISTRICT- SALT SPRING ISLAND LOCAL
COMMUNITY COMMISSION

SALT SPRING ISLAND HYDROFIELD UPGRADES
DESIGN AND CONSTRUCTION MANAGEMENT
& OPERATION LICENCE

&

SCHOOL DISTRICT NO.64 (GULF ISLANDS) AND CAPITAL
REGIONAL DISTRICT - SALT SPRING ISLAND LOCAL
COMMUNITY COMMISSION

SALT SPRING ISLAND HYDROFIELD UPGRADES
CONSTRUCTION SERVICES AGREEMENT

December 2023

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**SALT SPRING ISLAND HYDROFIELD UPGRADES
DESIGN AND CONSTRUCTION
MANAGEMENT AND OPERATION LICENCE**

THIS LICENCE dated for reference this day 18 of December 2023.

BETWEEN:

CAPITAL REGIONAL DISTRICT

625 Fisgard Street
Victoria, British Columbia V8W 2S6
("the CRD")

AND:

BOARD OF EDUCATION OF SCHOOL DISTRICT NO.64 (GULF ISLANDS)

112 Rainbow Road
Salt Spring Island, British Columbia, V8K 2K3
(the "School District")

WHEREAS the Board of Education of School District No.64 (Gulf Islands) is the registered owner of those certain lands and premises situated on Salt Spring Island and commonly known as the Hydrofield located at 160 Rainbow Rd, Salt Spring Island, B.C. and legally described as:

PID: 001-335-367

Lot A, Section 2, Range 3E, Cowichan District,
Plan VIP8095, North Salt Spring

and

a portion of PID: 026-125-943

Lot 2, Section 2, Range 3E, Cowichan District,
Plan VIP78013, North Salt Spring

and

a portion of PID: 028-419-502

Lot 2, Section 2, Range 3E, Cowichan District,
Plan EPP9917, North Salt Spring

(together, the "Hydrofield Lands");

AND WHEREAS the CRD is a local government duly incorporated pursuant to the laws of the Province of British Columbia;

AND WHEREAS The Hydrofield Lands which are a publicly accessible sports playing

field (the "Facility") will be upgraded by the CRD;

AND WHEREAS the CRD will plan and develop the upgrades to the Facility;

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto mutually covenant and agree as follows:

Grant of Licence

1. The School District hereby grants to the CRD a licence to enter upon, use and occupy that area of the Hydrofield Lands shown outlined and marked with dashed lines on Schedule "I" of this Agreement (the "Licence Area") for the purpose of:
 - a. the planning, development construction of upgrades to the Facility and the future, management, operation, maintenance, and repair of the Facility by the CRD its directors, officers, employees, agents, contractors, and invitees.
 - b. the use of the Facility by the CRD, its directors, officers, employees, agents, contractors, invitees, and members of the public; and subject to the terms and conditions of this Agreement.
2. It is understood and agreed by the parties hereto that all right, title and interest in and to the Facility and Hydrofield Lands remains vested in the School District.

Reservation of Rights

3. The School District hereby reserves to itself from the grant and the covenants made by it to the CRD under clause 1 above the right for the School District, its agents, employees, contractors and subcontractors to have full and complete access to the Hydrofield Lands to carry out any operations associated with the School District's use of the Hydrofield Lands.

Term & Renewal

4. The term of this Agreement is for a period of five (5) years, commencing the eight (8) day of January 2024 and ending the seventh (7) day of January 2029 (the "Term").
5. If the CRD has duly faithfully performed each and every covenant contained in the Licence and requests in writing a further renewal of this Lease delivered not less than SIX (6) months before the expiration of the Term, the School District shall grant the CRD a renewal of this Licence for five (5) years.

Licence Fee

6. In consideration of the rights granted herein, the CRD shall pay to the School District the sum of Ten Dollars (\$10.00) Dollars for the Term, the receipt and sufficiency of which is hereby acknowledged.

Authority

7. The CRD represents and warrants to the School District that it has the authority to enter into this Agreement and carry out its transactions and all necessary resolutions

and procedural formalities have been completed and the persons executing this Agreement on its behalf are duly authorized to do so.

8. INTENTIONALLY DELETED

Taxes and Utilities

9. INTENTIONALLY DELETED

10. The School District must pay all applicable property taxes, whether federal, provincial, municipal, or otherwise with respect to the Hydrofield Lands.

Design and Construction of the Facility

11. The planning and developing of the upgrades of the Facility must be carried out in accordance with the terms and conditions of the Construction Agreement attached hereto at Schedule "II".

Operation Maintenance and Repairs of the Facility

12. The operation, maintenance and repairs of the Facility must be carried out in accordance with the terms and conditions set out in Schedule III attached hereto.

School District Covenants

13. The School District will not, nor permit any other person to, without the written consent of the CRD being obtained:
- a. make, place, erect, install or maintain after the date hereof any building, structure, excavation, pile of material or other obstruction in, under or over the Licence Area so that it in any way interferes with or damages or prevents access along, to, under or over the Licence Area as permitted herein;
 - b. do any act or thing which will interfere with or injure the Licence Area, the Facility or any related improvement constructed on, under or over the Licence Area by the CRD or the rights granted herein;
 - c. prevent the CRD from peaceably holding and enjoying the rights hereby granted; or
 - d. grant another interest or licence in the Licence Area that will materially affect or interfere with the rights granted to the CRD in this Agreement.

Bookings & Access to Licence Area

14. The CRD will have access to the Facility and Licence Area on weekend days, non-instructional days, and after 4:30pm on School District 64 instructional days, as identified on the School District's annual instructional calendar.
15. The School District will have full use of the Facility from 7:30am until 4:30pm on instructional days identified each year on the School District 64 annual instructional

calendar.

16. Facility Bookings are as follows:

- a. The CRD will be responsible for Facility bookings on weekend days, non-instructional days, and after 4:30pm on School District 64 instructional days, as identified on the School District's annual instructional calendar.
- b. Priority for bookings outside of school hours will be ordered: School District 64 after school sports groups, CRD/SSI LCC programs, youth and adult non-profit groups.

Insurance

17. The CRD must, at its own expense, maintain at all times during the Term of this Agreement:

- a. commercial general liability (including bodily injury, death, and property damage) insurance on an occurrence basis with respect to the business carried on the Licence Area of not less than \$5,000,000 per occurrence.
- b. all policies noted in Clause 17(a) must:
 - i. include the School District as an additional insured;
 - ii. include a cross liability clause;
 - iii. be placed with one or more insurer(s) licensed to do business in the Province of British Columbia; and
- c. endeavor to provide thirty (30) days written notice of cancellation or reduction of coverage in favour of School District, to be delivered by registered mail.

18. The CRD further agrees:

- a. to provide to the School District proof of the insurance policies noted in Clause 17 upon placement and annually thereafter on renewal of the policies or otherwise upon demand by School District, by way of certificate of insurance;
- b. that building and contents insurance will be covered under any policies carried by School District;
- c. that the School District is under no obligation to verify that the CRD's insurance coverages are adequate;
- d. to ensure any workers or other persons engaged by the CRD to carry out any works at the Facility obtain Workers' Compensation Board insurance coverage; and to comply with all conditions of the Workers Compensation Act and regulations, and be responsible for all fines, levies, penalties and assessments made or imposed under the Workers Compensation Act and regulations relating in any way to any works carried out at the Facility, and to indemnify and save harmless the School District, its employees and agents, from and against any such fines, levies, penalties and assessments.

Indemnification

19. The CRD agrees to release, indemnify, defend and save harmless the School District and its elected and appointed officials, officers, employees, agents, successors and assigns from any and all liabilities, actions, damages, claims, losses, orders, fines, penalties, costs and expenses in any way directly or indirectly arising from or in connection with the activities, actions or omissions of the CRD or any of its employees, agents, licenses, servants, invitees or anyone for whom the CRD is in law responsible, in connection with this Agreement. The indemnities set out in this paragraph do not include indemnifications for negligence or misconduct on the part of the School District or a person for whom the School District is responsible at law. This paragraph will survive termination of this Agreement.

Termination

20. The School District may terminate this Agreement at any time, and without cause, by giving 365 days' written notice of termination to the CRD.
21. The School District may terminate this Agreement if the CRD fails to comply with any of the terms, covenants and agreements that the CRD must observe or perform under this Agreement and that failure continues for thirty (30) days after receipt by the CRD of notice in writing from the School District specifying the failure.
22. The CRD may terminate this Agreement by providing 365 days' written notice of termination to the School District.

Other

23. The Schedules to this Agreement form part of this Agreement. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, then the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this Agreement.
24. INTENTIONALLY DELETED
25. Any notice which is required to be given under the terms of this License may effectively be given by a party hereto by mailing it by registered mail directed to the other party at the address hereinbefore set out or at such other address as the other party may in writing provide, which notice shall be deemed to be received on expiry of the day on which such notice would be reasonably delivered by such mailing.
26. The CRD is not permitted to transfer or assign its rights under this Agreement without the written consent of the School District.
27. This Agreement and everything herein contained inures to the benefit of and be binding upon the CRD and School District and its successors and assigns.
28. This Agreement shall not be interpreted as granting any legal interest in the Land to the Licensee.

29. The headings in this Agreement are inserted for convenience of reference only, and are not a part of the agreements created by this License.
30. Whenever the singular or masculine are used in this Agreement, they are to be construed as meaning plural or feminine or body corporate where the context or the parties hereto require.
31. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their permitted assigns.
32. This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same agreement.

EXECUTION(S): The authorized signatories of the parties hereto sign this Agreement as follows:

CAPITAL REGIONAL DISTRICT

by its authorized signatory

this ____ day of _____, 202_:

Print name:

**BOARD OF EDUCATION OF SCHOOL
DISTRICT NO.64 (GULF ISLANDS)**



by its authorized signatory

this 22 day of January, 20224

Lori Deacon

Print name:

SCHEDULE "I"
Licence Area



SCHEDULE "II"

SCHOOL DISTRICT 64 (GULF ISLANDS) AND
CAPITAL REGIONAL DISTRICT - SALT SPRING
ISLAND LOCAL COMMUNITY COMMISSION

SALT SPRING ISLAND HYDROFIELD UPGRADES
CONSTRUCTION SERVICES AGREEMENT

DECEMBER 2023

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SERVICE AGREEMENT

SCHEDULE A - SERVICES

SCHEDULE B - PROPOSED HYDROFIELD UPGRADES - MAP 2

CONSTRUCTION SERVICES AGREEMENT

BETWEEN:

**THE BOARD OF EDUCATION OF SCHOOL DISTRICT 64
(GULF ISLANDS)**
112 Rainbow Road
Salt Spring Island, BC
V8K 2K3

("School District", "SD64", "we", "us" or "our" as applicable)

OF THE FIRST PART

AND:

CAPITAL REGIONAL DISTRICT
625 Fisgard Street
Victoria, BC V8W 1R7
Phone No. 250.360.3000

("Capital Regional District", "you" or "your" as applicable)

OF THE SECOND PART

WHEREAS:

- A. The School District and the Capital Regional District, through its Salt Spring Island Local Community Commission, identified the need for upgrades to the sports field known as the Hydrofield, on property owned by the School District (PID: 001-335-367, and portions of 026-125-943 and 028-419-502). The School District received a \$300,000 donation for upgrades to the Hydrofield and wishes to proceed with the upgrades with the assistance from the Capital Regional District.
- B. The School District has agreed to engage the Capital Regional District, and the Capital Regional District has agreed to provide the services as per Schedule "A" and Schedule "B" to this Agreement to the School District in respect of the project on the terms and conditions set out in this Agreement.

NOW THEREFORE the Board of Education of School District 64 (Gulf Islands) and the Capital Regional District, in consideration of their mutual duties and responsibilities to one another under this agreement (the "**Agreement**"), agree as follows:

CAPITAL REGIONAL DISTRICT'S OBLIGATIONS:

- 1. **Standard of Care** You must provide the Services with the degree of care, skill and diligence normally provided by vendors having similar qualifications in the performance of duties of a nature similar to the Services, and you must provide the Services within the time limits specified in Schedule "A" or, if no time limit is specified in Schedule "A", you must provide the Services promptly.
- 2. **Billable Charges** You must charge only those fees and disbursements specifically authorized for the Services in Schedule "A" to this Agreement. All other costs and expenses incurred by you that are related to this project including permits and licenses must be approved by the School District.
- 3. **Confidentiality** the School District and CRD will not disclose any information, data or secret of the other party to any person other than representatives of each respective party duly designated for that purpose in writing and must not use for their own purposes or for any purpose other than those of the

providing party any information, data or secret acquired as a result of being engaged pursuant to this Agreement, unless otherwise authorized by law

4. **Conflict of Interest** [Not applicable]
5. **INTENTIONALLY DELETED**
6. **INTENTIONALLY DELETED.**
7. **Severability** It is understood and agreed that the covenants and agreements contained in paragraphs 3, 4, 5, 6 and 8 shall survive the expiry or earlier termination of this Agreement and that those paragraphs are severable for such purpose.
8. **Indemnification** CRD shall indemnify and save harmless us and our elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising (each a "Loss"), from an error, omission or negligent or wilful act of CRD or its agents, employees, or sub-contractors, or from your breach of this Agreement. The School District shall indemnify and save harmless CRD and its elected officials, appointed officers, employees, agents and contractors from and against any claims, costs, losses, damages, actions, causes of action and expenses arising, from an error, omission or negligent or wilful act of the School District or its agents, employees, or sub-contractors, or from its breach of this Agreement. For clarity, the intent of this mutual indemnity is for each party to take responsibility for its tortious or wrongful acts, or the acts of anyone it is responsible for at law, to the extent those wrongful acts cause or contribute to a Loss.
9. **Insurance** CRD must provide and maintain at its expense any insurance that it is required to provide by law, or that is reasonably necessary to insure against any risks it may assume as a result of entering into this Agreement, including coverage for its employees as required by the *Workers Compensation Act*.
10. **Compliance with Laws** You must comply with all laws applicable to the provision of the Services.
11. **Assignment** You must not assign, subcontract, or transfer any interest in your rights under this Agreement without our prior written consent. This does not include contemplated works to procure trades, consultants, and other services to complete the work as set out in the Project Charter attached as Schedule "B".
12. **Legal Relationship** The legal relationship between you and the School District arising pursuant to this Agreement is that of an independent contractor and a purchaser of services. Nothing in this Agreement shall be interpreted so as to render us your employer or partner, or the employer of anyone working for you, and you must not do anything that would result in anyone working for you being considered our employees. Nothing in this agreement shall be interpreted so as to render CRD as the School District's employer or partner, or the employer of anyone working for the School District and the School District must not do anything that would result in anyone working for it being considered CRD's employee.

13. **Agent** You are not, and must not claim to be our agent for any purpose unless we give you authorization in writing to act as our agent for specific purposes that are reasonably necessary to your rendering of the Services pursuant to this Agreement.

PAYMENT

14. **Payment for Services** Upon signing this agreement the School District is responsible for the payment of the fees as per the scope identified in the Services and Fees (Schedule "A").
15. **Currency** Unless stated otherwise in this Agreement, all sums of money are in Canadian dollars.

TERMINATION AND SUSPENSION

16. **For Default of CRD** If you are in default of your obligations under this Agreement, and you have not corrected the default within thirty (30) days following written notice from us, or if the default reasonably requires more time to correct, and you are not taking active steps to correct the default within thirty (30) days following written notice from us, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
17. **For Default of School District** If the School District is in default of its obligations under this Agreement, and has not corrected the default within thirty (30) days following written notice from CRD, or if the default reasonably requires more time to correct, and it is not taking active steps to correct the default within thirty (30) days following written notice from CRD, or if you become insolvent or are assigned into bankruptcy, we may immediately terminate this Agreement. Termination will be without prejudice to any other rights or remedies we may have.
18. **With Notice** If we are unwilling or unable to proceed with the Project we may terminate this Agreement by giving you fifteen (15) days written notice. If you receive such notice, you must perform no further Services other than those reasonably necessary to close out the Services, and we will pay you the fees and authorized disbursements properly owing as of the effective date of termination.

GENERAL

19. **The School District to Provide Information** We will make available to you all information in our possession which we consider pertinent to your performance of the Services. You may rely upon the accuracy and completeness of such information except where it is unreasonable to do so.
20. **The School District to Respond** We will give prompt consideration to all draft reports, drawings, proposals and other documents relating to the Project provided to us by you, and, whenever prompt action is necessary, where possible inform you of a decision in such reasonable time so as not to delay your Services.
21. **Site Access** We will arrange and make provision for your entry and ready access to property (public and private) as well as to the Project site, as necessary, to enable you to perform the Services. We will arrange a safety orientation for you and your employees, to identify the hazards of the site. Once we have provided such a safety orientation, you will be responsible for arranging any additional safety orientations necessary as a result of a change in your personnel or otherwise.
22. **Jurisdiction** This Agreement is governed by and shall be construed in accordance with the laws in force from time to time in the Province of British Columbia.

23. **Waiver** Except as may be specifically agreed in writing, no action or failure to act by the School District or the Capital Regional District shall constitute a waiver of any right or duty afforded either of them under this Agreement nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement.
24. **Entire Agreement** This Agreement, including the schedules attached to it, constitutes the entire Agreement between the School District and the Capital Regional District and supersedes all previous expectations, understanding, communications, representations and agreements whether verbal or written between the School District and the Capital Regional District with respect to the subject matters hereof and may not be modified except by subsequent agreement in writing executed by the School District and the Capital Regional District.
25. **Conflict** In the event of a conflict between a provision in this Agreement and a provision in a schedule attached to this Agreement, the provision in this Agreement shall prevail.
26. **Invalidity** If any part of this Agreement is or is declared invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.
27. **Designation of Parties** In this Agreement, "we", "us" and "our" refer to School District alone and never refer to the combination of the Capital Regional District and the School District. The combination of the School District and the Capital Regional District is referred to as "the parties".
28. **Headings** The captions or headings appearing in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of it.
29. **Interpretation** Whenever the singular or masculine is used in this Agreement, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so require.
30. **Enurement** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns. Neither party may assign, subcontract or transfer an interest in the Agreement without the prior written consent of the other.

DISPUTE RESOLUTION

31. **Arbitration** All matters in dispute under this Agreement which are not first resolved between the parties acting reasonably may, with the concurrence of both the School District and the Capital Regional District, be submitted to arbitration pursuant to the *Commercial Arbitration Act* (British Columbia) to a single arbitrator appointed jointly by them.
32. **No Conflict of Interest** No one shall be nominated to act as an arbitrator who is in any way financially interested in the conduct of the Project or in the business affairs of either the School District or the Capital Regional District.
33. **Nominees** If the parties cannot agree on the choice of an arbitrator, each party shall select a nominee and the nominees shall jointly appoint an arbitrator.

DESIGNATED REPRESENTATIVES

34. **The School District Representative** We shall by notice in writing to you designate a representative to act on our behalf with respect to the performance of this Agreement (the "School District Representative") and we may at any time or from time to time thereafter, by notice in writing to you, designate another person to act as the School District Representative in the place and stead of any person previously designated.

35. **Project Manager** You shall; by notice in writing to us, designate a representative to act on your behalf with respect to the performance of this Agreement (the "**Project Manager**") and you may at any time or from time to time thereafter, upon written approval from us, designate another person to act as the Project Manager in the place and stead of any person previously so designated.

NOTICE

36. **Notice** Unless otherwise specified in this Agreement, any notice required to be given by either party shall be deemed to have been given if delivered by hand, mailed by prepaid registered mail or faxed to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice shall be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered by hand, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, force majeure or other cause beyond the control of the parties, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other means of communication which have not been so interrupted or shall deliver such notice by hand in order to ensure its prompt receipt.

SCHEDULE "A"

SERVICES AND FEES

1 TERM

The term of this Agreement commences on January 8th, 2024 and expires on January 7th, 2029 (the "term").

All deliverables as set out in this Agreement shall be delivered at the dates set in this Schedule and services completed by such dates, or if no dates are set, before the end of the term.

If the deliverables are not provided as set out in the Schedule or the services are not completed by the end of the term, the term of the contract shall be extended by the parties by mutual agreement. In no event shall the term extend beyond five years.

2 SERVICES

The CRD will provide the service of construction management and administration of the project as set out in the Scope of Work, attached as Schedule "B" (the "**Scope of Work**").

The intent is to deliver this project within budget. As the project progresses, the Capital Regional District will work with the School District to modify the scope when needed to ensure the project is kept within budget. The project budget of \$300,000 is based on the Scope of Work defined in this Agreement and the donation. School District is responsible for any additional costs due to scope changes or additional work outside the original scope.

3 FEES

Fees for trades and other procured services will be the cost of those services.

4 EXPENSES

CRD will charge-back the actual amount of expenses.

5 INVOICES

In order to obtain payment of any fees and expenses under this Agreement, the CRD will invoice the School District bi-monthly, detailing the construction cost to date and the amount owing to CRD per the fee calculation. At School District's request, CRD will prepare a written invoice containing:

- (a) the CRD's legal name and address;
- (b) the date of the statement;
- (c) the CRD's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;

- (d) a chronological listing, 'in reasonable detail, of any expenses claimed by CRD with receipts attached, if applicable, and, if CRD is claiming reimbursement of any GST or other applicable taxes paid or payable by CRD in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the CRD's calculation of all applicable taxes payable by the CRD in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the School District.

6 PAYMENT

CRD will ensure payments to contractors and sub-trades are compliant with *Builders Lien Act* legislation.

SCHEDULE "B"

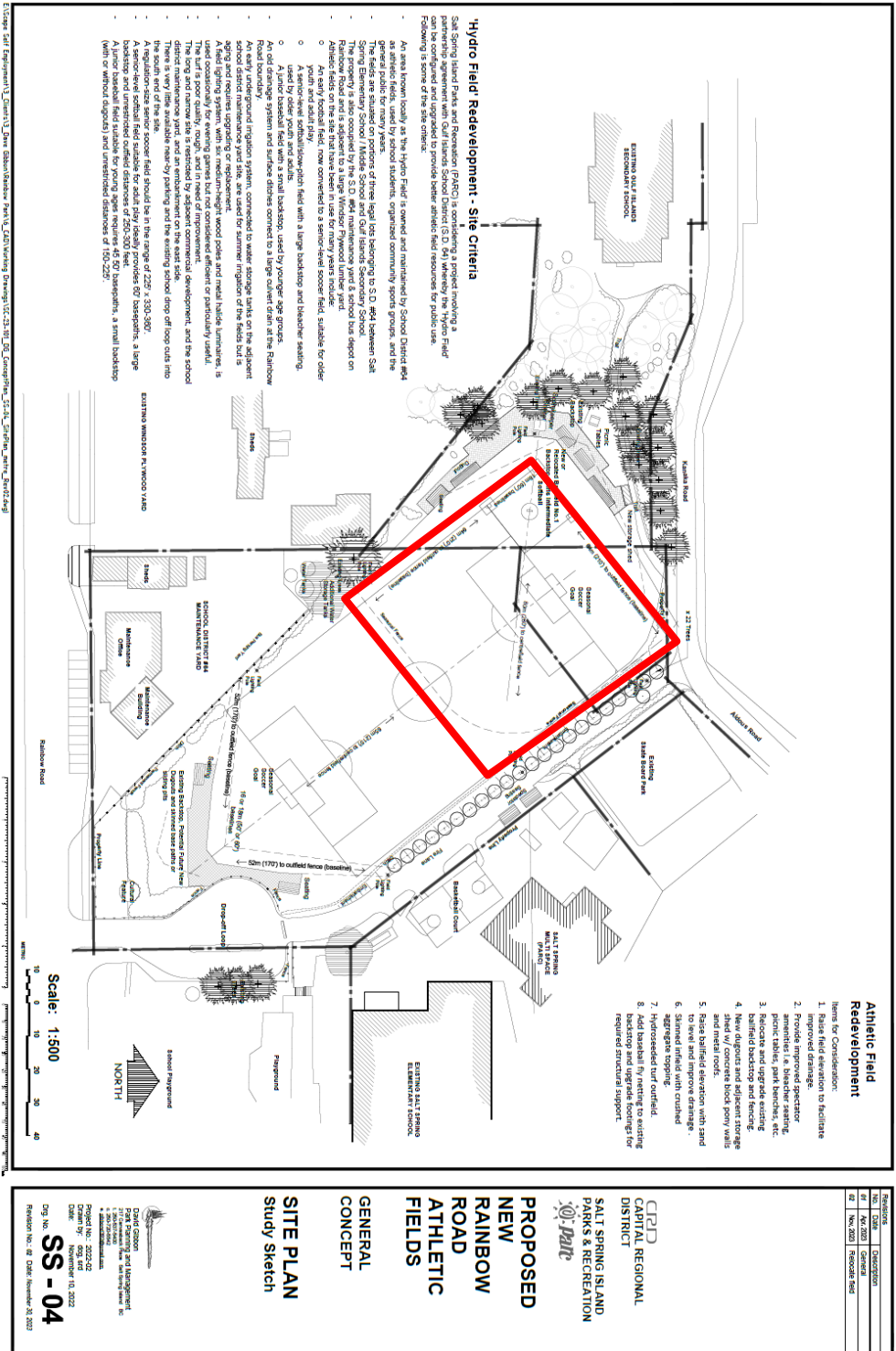
SCOPE OF WORK

The scope of work applies to the area in heavy red outline on Schedule C

- A raised ballfield elevation with sand to level and improve drainage.
- Relocate and replace existing ballfield backstop and fencing.
- A new dugouts and adjacent storage shed with concrete block pony walls and metal roof.
- Hydroseeded turf outfield
- New baseball fly netting to existing backstop and upgrade footings for required structural support

Additional works identified outside of the heavy red outline on Schedule C may be completed at a later date.

SCHEDULE "C" PROPOSED HYDROFIELD UPGRADES - MAP



SCHEDULE "III"

OPERATION, MAINTENANCE AND REPAIRS AND ROLES AND RESPONSIBILITIES FOR FACILITY

1.0 Operation

- 1.1 The CRD agrees to manage the Facility in accordance with applicable CRD policies and procedures bylaws.
- 1.2 The CRD must ensure that the use of the Facility and the deportment of its users, are both within the law and socially acceptable. Concerns or complaints from neighboring residents and the public at large regarding the Facility will be given every consideration and effort for their expedient resolution.

2.0 Maintenance and Repairs

- 2.1 The CRD must carry out the maintenance of the Facility in a good and workmanlike manner and must not cause unnecessary damage or disturbance to the surrounding land or any improvement on or in the Hydrofield Land;
- 2.2 The CRD will accept responsibility for the annual preventative maintenance of the Facility and amenities upon completion of the construction phase. The timing of the maintenance will be arranged in co-operation with the School District to ensure minimal disruption of school activities.
- 2.3 The CRD will be responsible for asset management and capital repairs of new Facility infrastructure.
- 2.4 The CRD will provide and maintain restroom facilities in the form of port-a-potties in sufficient numbers to serve the community user groups during peak times. In addition, CRD will install garbage cans in sufficient numbers to handle all garbage generated by the community user groups. The CRD will empty the garbage cans as required.
- 2.5 The School District is responsible for general cutting of grass and annual seeding related to preventative maintenance.
 - a) The School District will not be providing general grass cutting during non-instructional days.
- 2.6 The School District and the CRD mutually agree to share the cost of major repair items that become necessary.
- 2.7 The CRD must keep the Facility in good condition and promptly carry out all necessary maintenance and repairs within (120) days of notice or to such further period to which the parties agree, except those repairs required to make the Facility reasonably safe must be carried out immediately.
- 2.8 The CRD is not entitled to make any additions to or demolish the Facility except with the written permission of the School District.