

1. RECIPROCAL PROVISIONS FOR JOINT USE

- (a) The Board may use the CRD Facilities listed on Schedule "A" free of charge hereto and operated by the CRD for non-profit School Board and student activities during all of each year, provided that the facilities are not otherwise committed for use by the CRD.
- (b) The CRD may use the School Facilities listed on Schedule "B" free of charge hereto for youth recreation non-profit activities provided that the facilities are not otherwise committed for use by the Board.

2. JOINT USE COMMITTEE

- (a) A Joint Use Committee (hereinafter referred to as the "Committee") will continue as follows:
 - (1) one (1) member of the Commission and one (1) CRD Administrator.
 - (2) one (1) member of the Board and one (1) School District Administrator.
- (e) The Committee shall be responsible to the Commission and the Board in carrying out the following duties:
 - (1) Implement the terms of this agreement and coordinate all matters relating thereto.
 - (2) Recommend for approval by the Commission and the Board, policies and regulations for use of the facilities.
 - (3) Resolve any dispute arising out of this agreement.

3. PRIORITIES OF USE

Unless otherwise agreed by both parties, the priorities of use of the facilities shall be as follows:

- (a) School Facilities
 - (1) School Activities
 - (2) CRD-coordinated activities
 - (3) Local community use
 - (i) Youth
 - (ii) Adult
- (b) CRD Facilities
 - (1) CRD-coordinated activities
 - (2) School activities
 - (3) Local community use:
 - (i) Youth
 - (ii) Adult
 - (4) Commercial and private use.

4. USE OF FACILITIES

- (a) The use of facilities will be free of charge with the exceptions of additional staff charges for cleaning or supervision outside of regular operations. The CRD and Board agree to exchange copies of all staff charge out rates.
- (b) Equipment is not included in the use of facilities. The use of equipment must be arranged in advance with the parties concerned.

5. LIABILITY

- (a) It is understood and agreed by the parties hereto that the CRD shall indemnify and hold harmless the School Board and its employees, servants, agents, and contractors from any and all claims excepting negligence of the School Board, resulting from the CRD's use and occupation of the School Board's Property. The School Board shall forthwith, upon receiving notice of any suit brought against it, deliver to the CRD full particulars thereof and the CRD shall render all reasonable assistance requested by the School Board in the defence thereof.
- (b) It is understood and agreed by the parties hereto that the School Board shall indemnify and hold harmless the CRD and its employees, servants, agents and contractors from and any and all claims, excepting negligence of the CRD resulting from the School Board's use and occupation of the CRD's property. The CRD will, upon receiving notice of any suit brought against it, deliver to the School Board, full particulars thereof and the School Board shall render all reasonable assistance requested by the CRD in the defence thereof.
- (c) Each of the parties hereto agree to maintain commercial general liability protection while this agreement is in force to cover the use of the property of the other. The parties hereto further agree to furnish certificates confirming that such protection is in force if requested by the other party.
- (d) In the event that any of the facilities listed in the Schedules are damaged by any willful action, neglect or misuse, during their use under this agreement, the party to this agreement who had the use of the facility at the time of the damage occurred shall pay to the owner of the facility the amount of the cost of repairs.

6. SUPERVISION

The user of the facility or approved designate is responsible for the admission, actions and behaviour of all participants and/or spectators on the property of the Board and the CRD.

7. GENERAL

- (a) This agreement may be amended in writing from time to time by consent of both parties.

8. TERMINATION

- (a) This agreement shall come into effect upon the approval of the CRD and the Board and shall continue in force and effect for a term of five (5) years.
- (b) This agreement may be terminated by either party on six months prior written notice of the other party.

9. ARBITRATION

- (a) In the event of a dispute arising out of the interpretation, operation or use of this agreement that is not resolved by the Committee, the matter shall be referred to the CRD and the Board.
- (b) If the CRD and the Board are not able to reach agreement within 60 days of the matter being referred to them, the parties hereby agree to submit the matter for settlement under the provisions of the B.C. Arbitration Act.

10. ENUREMENT AND BINDING EFFECT

This agreement and everything herein contained shall ensure to the benefit of, and be binding upon the parties hereto, their successors and assign respectively.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

Signed on behalf of the Capital Regional District


Senior Manager of Salt Spring Island Electoral Area

Signed on behalf of the Board of Education
School District No. 64 (Gulf Islands)

Secretary – Treasurer


Chairperson

AGREEMENT AUTHORIZATION			
Content		Initial	Date
	Procurement	RC	March 4, 2021
	Financial Plan	RC	March 4, 2021
	Content	RC	March 4, 2021
GM Approval			
Form		RC	March 4, 2021
Authority		RC	March 4, 2021

SCHEDULE "A"

CAPITAL REGIONAL DISTRICT SALT SPRING ISLAND FACILITIES:

- 1) All Community Parks including Athletic Fields
- 2) All improved Community Trails under PARC jurisdiction
- 3) Tennis Courts at Portlock Park and Fulford Fire hall
- 4) Track at Portlock Park
- 5) Multi-purpose Court at Portlock Park
- 6) Rainbow Road Aquatic Centre
- 7) Portable Classrooms at Portlock Park & Rainbow Road Aquatic Centre

SCHEDULE "B"

SCHOOL DISTRICT NO. 64 (GULF ISLANDS) FACILITIES:

- 1) Gulf Islands Secondary School
- 2) Salt Spring Elementary School
- 3) Salt Spring Middle School
- 4) Phoenix Elementary School
- 5) Fernwood Elementary School
- 6) Fulford Elementary School
- 7) School Board Office (Meeting Room)
- 8) Duck Creek School District Reserve Lands

