



CITY OF WILLIAMS LAKE COUNCIL REPORT

DATE OF REPORT: January 16, 2023
DATE & TYPE OF MEETING: January 25, 2023 Joint Committee Meeting
AUTHOR: Kaitlyn Atkinson, Manager of Recreation and Leisure Services
SUBJECT: JOINT USE FACILITIES AGREEMENT RENEWAL
FILE: 2-6-2A

Recommendation

That the Central Cariboo Joint Committee approve renewal of the Joint Use Agreement between the City of Williams Lake, Cariboo Regional District, District of 100 Mile House, School District No. 27 and Thompson Rivers University – Williams Lake Campus for an additional four-year term, effective January 1, 2023 to December 31, 2026; and further, this item be referred to City Council and the CRD Board, respectively, for final approval of the authorized signatories to enter into the Agreement.

Purpose

The City of Williams Lake, District of 100 Mile, School District No. 27, TRU – Williams Lake Campus and Cariboo Regional District have shared a Joint Use Agreement (JUA) for many years. This JUA is mutually beneficial to all parties and allows access to each other's facilities to offer programs and services that would otherwise not be possible. The JUA has been an essential tool for the City to allow it to offer many important programs/services to the community; continuation and renewal of the JUA is essential.

The proposed JUA was drafted by representatives from all organizations and is being brought forward to each organization for ratification following this process of approval from the Joint Committee and Williams Lake City Council / CRD Board.

Background / Discussion

A JUA between the City, District of 100 Mile, CRD, School District and TRU has existed for more than a decade. The most recent version of the JUA expired at the end of 2022. All parties have agreed to continue operating under the terms of the old Agreement, until such a time that a new JUA takes effect.

The JUA is a valuable and important tool for all organizations involved which ultimately benefits the community. It allows access to facilities that alone any one organization would not have the capability to construct and maintain or be able to afford to rent. Each organization brings to the table a unique set of facilities that are beneficial to each of the other organizations.

The City of Williams Lake currently utilizes numerous School District gyms, fields, and classrooms for CMRC recreational programs (of all types) and after school licensed care. The City also utilizes the TRU gym, classrooms and fields for its programs.

The SD and TRU mainly make use of the CMRC facilities, but also access parks and other facilities on occasion.

Recognized alterations to the new Agreement include the exclusion of Martin Exeter Hall and the Community Hall which was acquired by the District of 100 Mile House. The City and CRD do not anticipate any issues resulting from this adjustment to the JUA.

Further revisions include the updating of number 8 – to accurately reflect the SD policy number of 730 (updated policy number) but there is no change beyond this.

Financial Considerations (Cost and Resource Allocation)

Yes (explain)

N/A

Legislative Considerations (Applicable Policies and/or Bylaws)

Yes (explain)

N/A

This project aligns with the following Strategic Priority Areas:

- Resilient and Diversified Economy
- Strong Community Relationships
- Financial Stability and Sound Asset Management
- Positive Community Image
- Healthy and Inclusive Workplace
- Other

Other Implications (Environmental/Social/Economic)

Yes (explain)

N/A

This report has been prepared in consultation with:

Stacey Miranda, Director of Community Services – City of Williams Lake
Gary Muraca, CAO – City of Williams Lake

Approved for Agenda by:

Chief Administrative Officer, Gary Muraca

Respectfully submitted,

Kaitlyn Atkinson
Manager of Recreation and Leisure Services

ATTACHMENTS:

Attachment A – Joint Use Agreement 2023-2026: Final Proposed Draft
Attachment B – SD No. 27 Policy 730 Fee Structure

LETTER OF UNDERSTANDING
JOINT USE AGREEMENT – FACILITIES

BETWEEN: CARIBOO REGIONAL
DISTRICT (CRD)
Suite D, 180 North 3rd Avenue
Williams Lake BC V2G 2A4

AND: SCHOOL DISTRICT #27 (SD)
350 North 2nd Avenue
Williams Lake BC V2G 1Z5

AND: CITY OF WILLIAMS LAKE
(CITY)
450 Mart Street
Williams Lake BC V2G 1N3

AND: THOMPSON RIVERS UNIVERSITY
WILLIAMS LAKE CAMPUS (TRU_WL)
1250 Western Avenue
Williams Lake BC V2G 1H7

AND: DISTRICT OF 100 MILE HOUSE
(DISTRICT)
PO Box 340, 385 Birch Ave
100 Mile House BC V0K 2E0

WHEREAS the parties each own, lease, develop, construct, operate and/or maintain recreational properties, parks and facilities within the Central and South Cariboo;

NOW THEREFORE the parties agree, each with the other, as follows:

1. The term of this Agreement shall be from January 1, 2023 to December 31, 2026.
2. For use of respective facilities by the parties to this agreement, there shall be no rental or admin fees. However, charges may apply for bookings requiring extra costs such as security, staff, supervision and/or extra cleaning. Such costs shall be established at the time of booking. Every effort will be made to minimize, or eliminate, extra charges wherever possible and these extra fees should not be charged “as matter of fact”.
3. Parties to this Agreement shall have priority booking privileges over community use bookings and should be permitted to book facilities prior to any public process being completed. Cancellation of any Joint Use bookings should be given as much notice as possible.
4. Every effort will be made by the parties to this agreement to accommodate booking requests that may fall outside the “norm” for hours, days or facilities. Senior Staff for parties of this Agreement will be permitted to negotiate arrangements for such use as long as there is no net additional “cost” to any one party, or the arrangement is deemed to be mutually beneficial.

5. For the purposes of this Agreement "Senior Staff" shall be defined as follows;
 - a) School District #27 – Superintendent, Secretary Treasurer or Designate
 - b) CRD – CAO, Manager of Community Services or Designate
 - c) City of Williams Lake – CAO, Director of Corporate Services or Designate
 - d) TRU_WL – Vice President, Administration and Finance or Designate
 - e) District of 100 Mile – CAO or Designate

6.
 - a) The CRD and Complex Management shall make available the Cariboo Memorial Complex and CRD the South Cariboo Recreation Centre facilities for use by the SD on regular school days from 8:00am to 3:30pm, provided that periods available to the SD are scheduled to ensure maximum use of the facility by the SD and the general public, as well as other recreation groups.

 - b) In addition, the CRD and Complex Management will allow additional use of the CMRC outside normal overhead hours for the purpose of (Cap and Gown) graduation ceremonies. Any costs associated with extending hours of operation will be the responsibility of the SD.

7. The CITY and DISTRICT shall make available parks, recreational areas and facilities for use by the SD on school days from 8:00am to 3:30pm provided that periods available to the SD are scheduled to ensure maximum use of the facility by the SD and by the general public and other recreation groups.
 - a) Excluded Space: the DISTRICT excludes Martin Exeter Hall and the Community Hall from this agreement.

8. The SD shall make available, school fields and school facilities for parties to the Agreement first, and general public recreation (community use) activities second. Parties to this agreement are not subject to Clause (C) rental fees in SD policy #730.

9. TRU_WL shall make available the gymnasium and fields for use by the Joint Use Agreement members first and public recreation users second. Classrooms may also be made available to parties of this Agreement and shall be negotiated by Senior Staff based on availability and appropriateness.
 - a) Gymnasium Use: the gymnasium shall be made available for use Monday through Friday 8:30am to 9:00pm during the Academic school year (September through April) and will be available for use "as required" on weekends and during the summer months.

 - b) Field Use: the field shall be made available year-round for use "as required". The field will be maintained by TRU_WL, the City and School District.

 - c) Excluded Space: the following rooms and/or space are excluded from the Joint Use Agreement:

- i) Laboratories and their associated preparatory rooms and support space: (including but not limited to: Biology, Chemistry/Physics, Electronics and Nursing).
- ii) Trade Shops: (including but not limited to: Automobile, Construction Trade, Grinding/Plasma and Welding).

In consideration, current (valid) TRU_WL students will be granted complimentary drop-in access to the pool, gym, arena and drop-in fitness classes at Cariboo Memorial Complex with display of a Valid TRU_WL Student Card.

- 10. Each party represents and warrants to insure their respective liabilities relating to the use of the facilities provided by the other(s) pursuant to this Agreement.
- 11. Each party will use the facilities provided by the other(s) at its own risk and will indemnify and hold the owner (and its directors, governors and employees) harmless from any and all liability for loss, cost or damages either before or after the expiration or termination of this agreement, resulting from bodily injury (including death) to any person or persons, or from damage to the property, arising from its use or occupancy of the owner's facility, including the deductible amount for which the owner is liable under the terms of the owner's insurance coverage.
- 12. Any party to this agreement may withdraw from this Agreement upon giving ninety (90) days written notice of its intention to withdraw.
- 13. Nothing in this Agreement limits the ability of any party to enter into other arrangements or agreements with either of the other parties individually or with any other party.
- 14. This agreement constitutes the entire Agreement of the parties with regard to the matters herein and may only be amended in writing signed by all the parties.

SIGNED BY THE
CARIBOO REGIONAL DISTRICT
in the presence of:

SIGNED BY SCHOOL DISTRICT #27
(CARIBOO-CHILCOTIN)
in the presence of:

Chair

Chair

Corporate Secretary

Secretary Treasurer

SIGNED BY THE CITY OF WILLIAMS
LAKE
in the presence of:

Mayor

Director of Corporate Services

SIGNED BY THOMPSON RIVERS
UNIVERSITY WILLIAMS LAKE CAMPUS
(TRU_WL)
in the presence of:

Vice President, Administration and Finance

SIGNED BY DISTRICT OF 100 MILE
HOUSE
(DISTRICT)
In the presence of:

Chief Administrative Officer

DRAFT



RATIONALE:

School District No. 27 endorses the community's use of schools on a cost recovery basis for noncommercial, educational, recreational, and cultural programs. The District will develop and maintain procedures to ensure the community has reasonable access to schools when not required for district educational programs.

PROCESS:

The use of District facilities and grounds shall be made based on the following priorities:

Priority: School use-regular school curricular and organized extracurricular activities that are authorized by the school.

Second Priority: District programs – all other District programs, services, and initiatives.

Third Priority: Negotiated Joint Use or Community Use Agreements

Fourth Priority: All other external user groups.

1. General

- 1.1 Persons or organizations using District facilities must comply with all Municipal Fire Regulations and Bylaws, including seating capacity, exit and fire lane clearance, and parking regulations.
- 1.2 Smoking is not permitted in or on any District property.
- 1.3 All vandalism must be reported to a District employee on duty or the RCMP immediately.
- 1.4 All facilities are **“as is”** and user groups must accept the said facilities at their own risk. Persons or organizations using District facilities shall agree to hold the District blameless from any and all liability resulting from bodily injury or damage to personal property by signing a Waiver of Liability in the form of the user agreement. Users must agree to maintain, at their own expense, public liability insurance in the amount of \$2,000,000 and upon such terms and in such companies as may be reasonably satisfactory to the District, insuring against claims for personal injury, death, or property damage occurring upon, in, or about the premises. Users will be held responsible for any damage to persons or property including the exterior of all District buildings, grounds, fields, and fences.
- 1.5 No alcoholic beverages shall be brought to, or consumed, in or on school buildings/grounds, without prior approval of the Secretary-Treasurer; refer to AP740 Alcohol on School Property.



- 1.6 All groups using District facilities or playing fields shall provide adequate adult supervision to be responsible for the admission, actions, and behaviour of all participants and/or spectators. It is the responsibility of the supervisor(s) to confine participants and spectators to the area indicated on the terms of agreement. The District reserves the right to evaluate supervision. The supervisor must:
 - 1.6.1 Enforce all District procedures concerning the use of District facilities and playfields.
 - 1.6.2 Supervise entrance and adjacent area to prevent unauthorized persons from entering the building.
 - 1.6.3 Limit activities and participants to the area assigned to the group.
 - 1.6.4 Ensure that specified days and times are adhered to as stated on the Community Use of Facilities Application Form.
- 1.7 The District may require the attendance of a custodian to ensure user groups comply with the above conditions when using District buildings. The cost of the custodian's time may be added to the user fees. Custodial staff may or may not be in attendance during scheduled use.
- 1.8 Persons attending any function in a District facility must obey all reasonable directions of the District employee in charge of the school building. Profane or insulting language shall not be permitted.
- 1.9 Persons or organizations using District facilities are to ensure all requirements such as bleachers, chairs, etc. are specified when requesting a booking.
- 1.10 The time allotment indicated on the user agreement will allow time for setup/take down, changing.
- 1.11 The District reserves the right to cancel or revoke any user agreement at any time with or without cause and no claim may be made against the District for damages or reimbursement due to any loss, damage or expense except for user fees already paid. In the case of a labour dispute, strike, or lockout resulting in the closure of schools, all community use bookings will be suspended.
- 1.12 The District is not responsible for any property left or lost on school premises.
- 1.13 Hosting of games of chance, including lotteries, raffles, or bingos on District property is permissible, subject to the applicable persons or organization obtaining the appropriate permits. A copy of said permits must accompany the Community Use Application.
- 1.14 No connection to electrical panels will be permitted without prior authorization from the District's Manager of Facilities and Transportation. User groups will incur any costs associated with this request. All requests



for electrical connections must be made at the time the application for use of facilities is submitted. No alterations, installations or fastening shall be permitted on any building. Any damages will be assessed to the client, repaired to District standards at District labour rates and billed to the client.

- 1.15 The District reserves the right to restrict the use of any District facility or field due to weather conditions or scheduled maintenance.
- 1.16 Vehicles are NOT allowed on playfields at any time.
- 1.17 District employees who make application to use District facilities for private purposes must follow normal procedures for access to facilities and shall be subject to standard rates. No employee may volunteer services for an individual or organization using the facilities where it would contravene any part of these regulations.
- 1.18 When an event necessitates overtime work by a District employee, the rate charged will be in accordance with the salary schedule in effect at that time. No direct payment to District personnel is to be made by the persons or organization renting the facilities.
- 1.19 No advertising for commercial purposes may be done through the school nor can advertising be attached to the outside of the school unless expressly approved by the Principal. All proceeds resulting from such advertising must go directly to a school fund.
- 1.20 Access codes to any District facility will only be issued to the event supervisor named on the application at the discretion of the Manager of Facilities and Transportation, or designate, and with receipt of a key deposit (\$100.00) in advance, if applicable.
- 1.21 In facilities where an intruder alarm system is installed, it is the responsibility of the user group to assure upon entering or leaving the building that the District employee in charge is made aware. Any costs incurred by the District for security call outs due to the user group activating an alarm **WILL** be billed to the user group at cost.
- 1.22 Janitorial supplies and equipment will not be made available to user groups; however, users may assist custodial staff members following facility use in removing tables, chairs, equipment, and garbage in order to keep their costs down. In **NO CASE** may a user group perform actual cleaning tasks. Such work **MUST** be done **ONLY** by School District custodial staff. Where users require custodial staff to set up and/or take down tables and chairs they must indicate this request upon application for use of space and will be billed the applicable rate for the custodial time.



2. Use of Playing Fields

School playing fields are open for use by the community at times other than those required by the District or joint use and community use agreement holders. Priority will be given to organized groups and the District has the right to restrict the type of game or activity.

- 2.1 Applications for the use of school playing fields, together with schedules if applicable, should be made to the booking clerk no later than one calendar month prior to the beginning of the scheduled function.
- 2.2 No user fees will be charged but costs for any damage to fields will be invoiced to the user group as indicated on the terms of agreement.
- 2.3 Golf shall not be permitted on any school playing fields.
- 2.4 The District shall not grant permission to anyone wishing to use school playing fields or lawns for the grazing and/or housing of livestock, except as required for school agricultural programs or other educational uses.
- 2.5 Use of playing fields or parking lots as campsites for overnight accommodation is strictly prohibited.
- 2.6 When field conditions are inferior, the Manager of Facilities and Transportation or the Grounds Lead Hand, on behalf of the District, shall reserve the right to cancel all activities by closure of any or all fields.
- 2.7 Unless prior arrangements have been made, field users are not permitted inside school buildings for any purpose. Field users are strictly prohibited from urinating or defecating on school grounds. User agreements will be revoked immediately.
- 2.8 Field users are welcome to have on-site portable toilets from commercial providers and maintained at their own expense. The District will approve the location of such portable toilets.

3. Procedure for Bookings and Rental Rates and/or User Fees

User groups should carry a copy of the user agreement from the District. District employees may ask to see the agreement prior to allowing entry into any facility. All bookings shall be made through the Booking Clerk at the Administration Office located at 350 North 2nd Avenue, Williams Lake in accordance with the following:

- 3.1 School facilities shall be available to responsible organized groups after 5:00 p.m. on regular school days. Not in session days and weekends will be at the discretion of the Secretary-Treasurer or designate. Facilities must be vacated by 10:00 pm on regular school days and 11:00 pm on weekends. Any extensions of these times will only be approved by the Secretary-Treasurer under exceptional circumstances.
- 3.2 School principals shall indicate to the booking clerk by June 30 of each year the dates the school or field is to be reserved for after-hours K-12 school



educational activities during the following school year. Other times throughout the year may be requested no later than one calendar month prior to event and will only be approved if other users can be accommodated elsewhere.

3.3 Private childcare providers may operate within District facilities provided that:

3.3.1 The day care has been licensed by the Ministry of Health.

3.3.2 Proof is provided to the District that appropriate insurance coverage is in place.

3.3.3 Childcare staff can produce an approved criminal record check satisfactory to the District and Ministry of Health upon request by the District.

3.3.4 Operation of the childcare service is subject to review by the District for any reason, and permission to operate the childcare may be withdrawn with 30 days' notice given by the District.

3.3.5 There is no additional cost to the District.

3.3.6 Emergency evacuation plan is in place and approved by the principal.

3.3.7 The day care/after school care program and operator have the express approval of the Principal.

3.4 Prior to June 30th of each year, Joint Use and Community Use Agreement holders shall advise the booking clerk of facilities required to offer their programming for the following school year. Other times throughout the year may be requested no later than one calendar month prior to event and will only be approved if space is available.

4. Rates and/or User Fees

4.1 ALL fees and/or deposits must be paid no less than 5 days in advance of the function.

4.2 ALL functions with an expected attendance of 100 or more individuals shall be subject to a \$200.00 refundable security deposit. Refunds will be paid within 30 days after the function and inspection of the facility. If additional costs are incurred over and above those covered in the user or rental fees as determined below, said costs will be deducted from the damage deposit, an accounting of which will be stated upon the payment of said deposit to the user.



5. Other Facilities or Spaces

5.1 Kitchen and Lunchroom Facilities

Except as indicated below, requests for use of kitchen facilities, home economics rooms and kitchen equipment must be made at the time the application is submitted.

5.1.1 Use of Columneetza Cafeteria kitchen is prohibited without the express consent of the Principal and the Secretary-Treasurer.

5.1.2 Use of cutlery, dishes, fryers, freezers, grills, and other equipment is prohibited.

5.1.3 Use of refrigerators and stoves will be granted only with the permission of Principal.

5.2 Equipment

The use of any school equipment is at the sole discretion of the Principal of the school, who may specify equipment to be used and an operator where applicable. A fee may also be charged.

[Terms of Agreement & Contract](#)

[Application for use or Rental of School Facilities & Playing Fields](#)

[Application for Consumption of Alcohol on School Property Form](#)

Group A – School/District Use, Joint/Community Use Agreement parties, CCTA, IUOE

There will be NO USER FEES charged for the following activities, provided that the activity adheres to the time and area stated on the agreement. However, as stated above damage deposit and/or custodial fees may be necessary dependent on the size of the function.

School:

- All co-curricular and extra-curricular use of school space.
- Special community cultural or fundraising events co-sponsored by the student council and community organizations.
- Parent Advisory Committee (PAC): All PAC meetings and other activities including fairs, bazaars, etc.
- Cariboo-Chilcotin Teachers Association (CCTA): Regular meetings
- International Union of Operating Engineers Local 959 (IUOE): Regular meetings
- District: All workshops, meetings, and in-service training.
- Joint/Community Use Agreements.
- Grad / Dry Grad Meetings



Group B – Non-Profit Groups (i.e., service clubs, churches, non-registered groups)

The following rates will be in effect for these groups, custodial fees may also be applicable.

Rental Space	User Fee
Classroom	\$20.00 per use
Cafeteria, Library, Small Gymnasium, or Commons	\$30.00 per use
Medium Gymnasium	\$40.00 per use
Large Gymnasium	\$50.00 per use

Group C – Commercial and Private Use (including Political Parties):

All commercial or private functions will require custodial staff to be on duty at all times. Clean up of all functions will be carried out by District custodial staff. Custodial time may be billed to the user at the current custodial rate.

Rental Space	User Fee
Classroom	\$100.00 per use
Cafeteria, Library, Small Gymnasium, or Commons	\$120.00 per use
Medium Gymnasium	\$150.00 per use
Large Gymnasium	\$200.00 per use

Other fees (applies to Group B & C):

Details	User Fee
Key Deposit	\$100.00
Custodial Fee (min 4hrs.)	\$61.75/hr.
Table Rental	\$5.00
Chair Rental	\$0.25
Delivery Charge-Local	\$100.00
Delivery Charge-Out of Town	\$150.00
Nets	\$3.00 per set per day

Group D – Childcare Providers:

Space	sq ft	M2	Cost/Hour
Large Gym	7000	650	\$16.00
Medium Gym	4000	372	\$9.00
Small Gym	2100	195	\$4.75
Classroom	1000	93	\$2.25

**PLEASE NOTE THAT GST WILL BE ADDED TO ALL FEES
(EXCLUDING KEY AND SECURITY DEPOSITS)**