

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