

## JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT MADE as of the 1<sup>st</sup> day of January, 2026.

BETWEEN

THE DISTRICT OF MACKENZIE, a municipal corporation having offices at  
1 Mackenzie Boulevard, Mackenzie, British Columbia, V0J 2C0;

(Hereinafter called the "District")

### OF THE FIRST PART

AND:

THE BOARD OF EDUCATION of SCHOOL DISTRICT NO. 57 (PRINCE GEORGE),  
having offices at 2100 Ferry Avenue, Prince George, British Columbia, V2L 4R5;

(Hereinafter called the "Board")

### OF THE SECOND PART

WHEREAS:

- A. The District and the Board respectfully acknowledge the traditional territory of the McLeod Lake Indian Band, on which we live, work and play.
- B. The District has, on various sites, the title of which is vested in or held by the District or leased by the District from the Crown in right of the Province, constructed, maintained and operated facilities for community use, including park and recreational uses (the District facilities for school use).
- C. The Board has, on various sites, the title of which is vested in or held by the Board, constructed, maintained and operated facilities for school district use, including park and recreational uses (the Board facilities for community use).
- D. It is the mutual intention of the District and the Board to avoid duplication of facilities for community use, including land, buildings, equipment and programs, and to make and promote better use of District facilities for use by the Board and Board facilities for community use to optimize recreation and leisure opportunities for the entire community.
- E. Section 8 of the *Community Charter*, being Chapter 26 of the Statutes of British Columbia 2003 and amendments thereto, and Section 86 (1) (b) and Section 98 (2) of the *School Act*, of the Revised Statutes of British Columbia 1996 and amended thereto, provide that the District and the Board, with the approval of the Minister of Education and Child Care, may enter into an agreement for the purposes of jointly constructing, maintaining, operating or using or contributing to the cost of the construction, maintenance or operation or use of

facilities for community uses on a site the title of which vests in or is held by the District or the Board or on a site leased by either of them from the Crown in right of the Province.

- F. The District wishes to make available to the Board such of the District facilities for Board use as are set out in Schedule "A" hereto, and the Board wishes to make available to the District such of the Board facilities for community use as are set out in Schedule "B" hereto when school is not in session and school activities are not being carried on and provided that the Board shall have precedence over the District with respect to the use of Board facilities for community use and the District shall have precedence over the Board with respect to the use of District facilities for school use.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, the District and School District COVENANT AND AGREE as follows:

1. The District and the Board shall, with the intention of optimizing the use of facilities for community use, cooperate in and coordinate the planning and programming of curricular, extra-curricular and community use of those District facilities for Board use as set out in Schedule "A" hereto and those Board facilities for community use as set out in Schedule "B" hereto.
2. The District may operate and carry on community recreation and leisure programs:
  - a) in building facilities described in Schedule "B" each day of the week at times prescribed in Schedule "B".
  - b) on field facilities described in Schedule "B" each day of the week at times prescribed in Schedule "B".

Unless any building or facility set out in Schedule "B" hereto is required by the Board for curricular or extra-curricular school activities and, in such event, the Board shall give notice in writing to the District of such required use not less than fourteen (14) days prior to the date thereof.

3. The Board may operate and carry on curricular and extra-curricular school activities on and in facilities set out in Schedule "A" hereto between the hours of 7 a.m. and 5 p.m. on school days, unless any such facility is required by the District for community recreation or leisure purposes and, in such event, the District shall give notice of not less than fourteen (14) days prior to the date thereof.
4. The Board may use the facilities set out in Schedule "A" hereto for such annual or biannual events as science and career fairs, fine arts festivals, indoor relays, graduation exercises, graduation banquets, and like uses provided that such use is approved by the appropriate school principal.
5. The District may require a deposit from the Board in an amount not to exceed the lesser of the cost for custodial services or the same deposit as it requires for similar uses of the same facility from any other user.

6. The use by the Board of any facility set out in Schedule “A” hereto and the use by the District or any community group or organization of the facilities set out in Schedule “B” hereto shall be subject to and in accordance with the joint facility use services and practices as set out in Schedule “C” attached hereto, as may be amended from time to time by the written agreement of the parties.
7.
  - a) In the event that the Board’s use of any of the facilities set out in Schedule “A” hereto requires the District to provide for additional staff than would ordinarily be provided for the use of such facility, the Board shall pay to the District a fee for such additional staffing (the “Extra Staffing Fee”) as set out in Schedule “D”.
  - b) In the event that the Board’s use of any of the facilities set out in Schedule “A” hereto occurs outside of the regular operating hours of such facility, the Board shall pay to the District a fee for the use of such facility during such hours (the “After-Hours Fee”) as set out in Schedule “D”.
  - c) In the event that the District’s use of any of the facilities set out in Schedule “B” hereto requires the Board to provide custodial support during such use of the facility, the District shall pay to the Board a fee for such custodial support (the “Custodial Fee”) as set out in Schedule “D”.
8. The use by the Board of any facility set out in Schedule “A” hereto and the use by the District or any community group or organization of the facilities set out in Schedule “B” hereto during the use period provided in Section 2, shall be scheduled and booked only through the Recreation Services Department of the District, the staff of which shall act as booking agent for the purpose of this Section 7 and advise the Board in writing of such designation and any change thereof.
9. The District shall be responsible for the interior and exterior maintenance of all facilities set out in Schedule “A” hereto and used by the Board pursuant to the provisions hereof, and the Board shall only be liable for the cost of repair of any damage caused to such facility arising out of misuse by the Board or any student, employee or volunteer.
10. The Board shall be responsible for the interior and exterior maintenance of all buildings set out in Schedule “B” hereto and used by the District pursuant to the provisions hereof, and the District shall be liable only for the cost of repair and any damage caused to such buildings arising out of misuse by the District or any user group or organization that has arranged a use under this Agreement.
11.
  - a) The District may establish rules of conduct for the use of the facilities set out in Schedule “A” hereto and, on being informed of the rules of conduct, the Board shall observe those rules of conduct and communicate those rules of conduct to any student, employee or volunteer who makes use of those facilities. Any violation of such rules of conduct shall forthwith be reported by the District to the Board. The

District shall review the rules of conduct with participating schools at least once annually.

- b) The Board may establish rules of conduct for the use of the facilities set out in Schedule "B" hereto and, on being informed of the rules of conduct, the District shall observe those rules of conduct and communicate those rules of conduct to any group or organization who makes use of those facilities. Any violation of such rules of conduct shall forthwith be reported by the Board to the District. The Board shall review the rules of conduct with the District at least once annually.
12. Each party acknowledges that, following the use and occupation of any the other party's facilities, they shall clean up and restore such facility as reasonably as may be possible to the condition prior to the commencement of the use of such facility. Further, each party acknowledges that failure to do so may result in the assessment of a Custodial Fee, reasonably assessed in the circumstances.
  13. The Agreement shall be administered by a Joint Use Administration Committee (hereinafter called the "Committee") which shall be comprised of two delegates from each of the two parties. The Committee shall involve others within their respective organizations should the need arise. The Committee shall meet as often as deemed necessary.
  14. The Committee shall meet at least once annually to discuss the administration of the Agreement and recommend whatever fees are appropriate for the use of the facilities contained in Schedule "A" and Schedule "B".
  15. The Board agrees to indemnify and save the District, its officers, officials, employees, servants, agents and contractors harmless from any and all claims arising out of the Board's use and occupation of the facilities set out in Schedule "A" hereto, including, without limitation, any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the District or which the District incurs as a result of any loss or damage or injury, including, economic loss, arising out of or connected with the Board's use and occupation of said facilities or any non-compliance with this Agreement.
  16. a) The term of this Agreement shall be for a ten (10) year period commencing on January 1, 2026, to the day of December 31, 2035, unless earlier terminated under this agreement.  
  
b) This Agreement may be extended beyond the term set out in Section 16(a) for one additional term of five (5) years by the mutual agreement of the parties, on the same terms and conditions as this Agreement except that there shall be no further renewal right.
  17. This Agreement may be terminated by either party with forty-five (45) days' written notice to the other party.

18. The District agrees to indemnify and save the Board, its officers, employees, servants, agents, and contractors harmless from any and all claims arising out of the District's use and occupation of the facilities set out in Schedule "B" hereto, including, without limitation, any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have against the Board or which the Board incurs as a result of any loss or damage or injury, including, economic loss, arising out of or connected with the District's use and occupation of said facilities or any non-compliance with this Agreement.
19. The Board will obtain and maintain during the term of this Agreement commercial general liability insurance with limits of not less than five million dollars (\$5,000,000), per occurrence, against liability claims of bodily injury, death, and property damage (including loss of use) arising from the Board's use and occupation of the facilities set out in Schedule "A" and from any occurrence or accident in such facilities. Such insurance will be written on an occurrence basis and will provide for contractual liability coverage, including liability assumed by the Board under the terms of this Agreement. The policy will also contain a cross-liability and severability of interests clause, and will name the District and its officers, officials, employees, servants, and agents as additional insured with respect to third-party claims arising out of the Board's use and operations of the facilities pursuant to this Agreement. The Board shall provide the District with a certified copy of such policy or policies upon request.
20. The District will obtain and maintain during the term of this Agreement commercial general liability insurance with limits of not less than five million dollars (\$5,000,000), per occurrence, against liability claims of bodily injury, death, and property damage (including loss of use) arising from the District's use and occupation of the facilities set out in Schedule "B" and from any occurrence or accident in such facilities. Such insurance will be written on an occurrence basis and will provide for contractual liability coverage, including liability assumed by the District under the terms of this Agreement. The policy will also contain a cross-liability and severability of interests clause, and will name the Board and its officers, officials, employees, servants, and agents as additional insured with respect to third-party claims arising out of the District's use and operations of the facilities pursuant to this Agreement. The District shall provide the Board with a certified copy of such policy or policies upon request.
21. This Agreement will be governed by and interpreted and construed in accordance with the laws prevailing in the Province of British Columbia and the parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia and all courts having appellate jurisdiction thereover in relation to the interpretation and enforcement of this Agreement.
22. No waiver, addition to or amendment of this Agreement will be effective unless made in writing and signed by the authorized signatories of the parties and expressly stated to be a waiver, addition to or amendment of this Agreement, and no such waiver, addition, or amendment will apply beyond the specific facts in respect of which such waiver, addition, or amendment was given.

23. This Agreement cannot be assigned in whole or in part by either party.
24. If any court of competent jurisdiction determines any provision of this Agreement, or any portion thereof, to be illegal, unenforceable, or otherwise invalid, that provision or portion thereof will be severed from this Agreement without affecting the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction.
25. This Agreement (including any modifications, schedules, appendices, or other documents attached thereto) constitutes and contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
26. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same agreement.

THE CORPORATE SEAL of the DISTRICT OF  
MACKENZIE hereunto affixed in the presence of:

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_  
DISTRICT CLERK

THE CORPORATE SEAL OF THE BOARD OF  
EDUCATION OF SCHOOL DISTRICT NO. 57  
(PRINCE GEORGE) was hereunto affixed in the  
presence of:

By: \_\_\_\_\_  
SUPERINTENDANT

By: \_\_\_\_\_  
SECRETARY TREASURER

## SCHEDULE A

### DISTRICT OF MACKENZIE RECREATION SERVICES FACILITIES

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#### MACKENZIE RECREATION CENTRE

- Arena Ice and Dry Floor
- Swimming Pool
- Multi-Purpose Room
- Multi-Purpose Court
- Fitness Room

#### OUTDOOR FACILITIES AND PARKS

- Outdoor Rink
- John Dahl Regional Park
- Mac I Tennis Courts
- Morfee Lake 1<sup>st</sup> and 2<sup>nd</sup> Beaches
- Babine Park
- Stuart Park
- Munro Park
- Cicada Park and Ball Diamonds
- Mac I Park Ball Diamonds
- Little Mac Ski Hill and Toboggan Run

SCHEDULE B  
BOARD FACILITIES

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- Mackenzie Secondary            Gym, Mezzanine, and Playing Fields
- Morfee Elementary            Gym and Playing Fields

Other spaces inside schools (foods rooms, classrooms, meeting rooms, etc.) with the approval of the school Principal.

Other spaces outside schools (parking lots, paved or grassed areas, etc.) with the approval of the School District 57 Facility Services Department.

Hours Available for Community Access

ELEMENTARY SCHOOL            (September – June)

Monday to Friday:            6 p.m. - 10 p.m.  
Saturday and Sunday:        7 a.m. - 11 p.m.

SECONDARY SCHOOL            (September – June)

Monday to Friday:            7 p.m. - 10 p.m.  
Saturday and Sunday:        7 a.m. - 11 p.m.

FIELD USE                            (May to October)

Monday to Friday:            5 p.m. - 10 p.m.  
Saturday and Sunday:        7 a.m. - 10 p.m.

## SCHEDULE C

### JOINT FACILITY USE SERVICES AND PRACTICES

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#### BOARD SERVICES AND PRACTICES

1. The Board shall make policy that will determine acceptable use of facilities by the District and the community. Policy developed by the Board will be communicated to the District and through the District to any user that is represented by the District.
2. Facility Lists
  - a) No later than May 31, the Board shall provide an annual list of the facilities to be made available for the 12-month period commencing July 1 of that year. This list shall be appended to the Agreement as "Schedule B".
  - b) No later than February 1, the Board shall provide an annual list of the grounds to be made available for the ensuing seasonal period commencing May 1 of each year. This list will also be included in "Schedule B" of the Agreement.
3. Maintenance Schedule
  - a) At least six weeks prior to the commencement of the normal break periods of Christmas, spring and summer; the Board shall provide to the District a maintenance schedule for all of its facilities and grounds.
  - b) No later than February 1, the Board shall provide to the District a maintenance schedule for all of the grounds for the ensuing seasonal period commencing May 1.
4. The Board shall reserve the right to schedule a custodian on the premises during periods of use that are not school-sponsored events on weekends. Access to school buildings shall be provided by the custodian on duty to the leader of the District-sponsored user group during weekday evenings.
5. The principal of the school must authorize the use of any school equipment. The custodian on duty will be responsible to release authorized equipment to user groups.
6. The Principal of the school shall have priority status over the District for the reservation of their specific school during shared use hours by filing such notice fourteen (14) days prior to the date of the event.
7. The Board can, without notice, intervene between the District and the user group to close a facility or grounds area for reason of safety to the user and/or facility/grounds area.

8. Dependent upon the availability of space, the user groups shall be permitted to store equipment owned by them at the school in a place provided for and in a manner agreeable to the school principal and staff. User groups must provide appropriate insurance for any equipment stored at the school.
9. The Board shall notify the District of any damage or loss through theft or vandalism. The parties will then jointly pursue full cost recovery for any damages and loss. The Board shall advise on the prohibitive or preferred use of facilities according to the nature of the activity and the facilities available for such use.
10. The Board shall refer all potential users to the District. The Board will not be scheduling events that are not school-sponsored.

**DISTRICT SERVICES AND PRACTICES:**

1. No later than May 31, the District shall provide an annual list of facilities to be made available for the next twelve (12) month period commencing July 1. This list shall be appended to the Agreement as "Schedule A".
2. The District shall provide fourteen (14) days' notice to the Board for the use of facilities and grounds. An approved application form must support and be forwarded to the Board for each contract of use. The Board shall exercise the right of discretion on approval of the use of facilities.
3. Notwithstanding 2 above, the District shall consult with the Superintendent of Schools for a review of any application for school use which might infringe upon the human rights of others.
4. The District shall ensure that users provide proof of adequate liability insurance (i.e., as specified in the Ministry of Education – School Protection Program).
5. The District will inform users of the rules pertaining to specific use of individual schools and grounds, (i.e., outdoor footwear, athletic cleats and spikes, outdoor sports being played indoors, etc.).

SCHEDULE D

SUMMARY OF FEES AND COSTS

**[ALL FEES ARE SUBJECT TO CHANGE]**

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SECTION 6 COSTS:

A. DISTRICT OF MACKENZIE FACILITIES

There are no fees attributable to the Board for use of the facilities covered in Schedule “A”, with the exception of the Extra-Staffing Fee, the After-Hours Fee, and the Custodial Fee.

After-Hours Fee: the fees attributable to the Board for the additional staffing costs associated with the Board’s use of the facilities set out in Schedule “A” shall be set at an “at-cost” basis and shall be the same as the wages, on an hourly basis, of such additional staff, as set out in the appropriate collective bargaining agreement or employment contract of such staff.

Extra Staffing Fee: the fees attributable to the Board for the use of the facilities set out in in Schedule “A” outside of regular operating hours of such facility shall be set at an “at-cost” basis and shall be the same as the recreation fees and charges set out by the District in Bylaw No. 1490, Recreation Fees and Charges, as may be amended from time to time.

Custodial Fee: the fees attributable to the Board for custodial support in relation to the use of facilities set out in Schedule “A” are:

Custodial Fee:	Custodian	\$45.50 per hour
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B. SCHOOL DISTRICT NO. 57 FACILITIES

There are no fees attributable to the District for the use of the facilities covered in Schedule “B”, with the exception of the Custodial Fee, which may be incurred because of District use, where applicable. This fee may be adjusted July 1 of each calendar year.

Custodial Fee:	Custodian	\$46.00 per hour
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