

City / Schools Joint Use Agreement

THIS AGREEMENT made this ____ day of _____, A.D., 20 ____.

BETWEEN:

THE CITY OF LLOYDMINSTER, a Municipal Government in the
Provinces of Alberta and Saskatchewan (herein referred to as the “City”)

OF THE FIRST PART

AND:

THE LLOYDMINSTER PUBLIC SCHOOL DIVISION NO. 99, with
Offices at 5017-46 Street, Lloydminster, Avenue
(hereinafter referred to as the “Public Division”)

AND:

THE LLOYDMINSTER ROMAN CATHOLIC SEPARATE SCHOOL DIVISION NO. 89,
With Offices at 5411 – 50 Avenue, Lloydminster, Saskatchewan
(hereinafter referred to as the “Catholic Division”)

OF THE SECOND PART

WHEREAS the parties to the Agreement own and control certain lands and
facilities throughout the City of Lloydminster; and

WHEREAS it is deemed desirable by the parties that the lands under their control
be maintained in a proper condition and manner; and

WHEREAS it is desirable that students and the community benefit from use
of the parties’ land and facilities; and

WHEREAS the parties deem it desirable to enter into a Joint Use Agreement

NOW THEREFORE, in consideration of the mutual promises hereinafter
contained, the parties agree with each other as follows:

Articles

1. Term

- 1.1. This agreement shall commence on the day of execution and expire in its entirety on the 31st day of December, A.D. 2021.
- 1.2. Appendices and Schedules to this agreement will expire on the dates specifically mentioned in the individual Appendix or Schedule, however, such expiration dates pertain only to those items mentioned in the Appendices or Schedules and in no way shall the renewal or non-renewal of each affect the term of this agreement set out under 1.1.
- 1.3. In the event that an Appendix or Schedule expires and is not renewed, the remainder of the agreement shall continue and be in full force and effect as if no expiration or non-renewal has taken place.

- 1.4. The parties to this agreement may at any time mutually agree to alter, substitute, delete or add any Schedule or Appendix, however, this agreement continues to survive any alteration, substitution, deletion or addition as if no change had been made.
- 1.5. In the event the parties agree to any alteration, substitution, replacement, renewal, deletion or addition to this agreement, then the same shall be incorporated into this agreement and be of full force for the remainder of the term, subject to any limitations set out in any amendment

2. Purpose

- 2.1. To outline the roles and responsibilities of the parties related to usage of facilities, capital costs and maintenance costs related to facilities.
- 2.2. To outline expectations and processes related to the rental of facilities.

3. City Facilities

- 3.1. The Public Division and the Catholic Division shall have access to City Facilities during regular programming hours of operation, or as specifically arranged, following standard booking procedures of the City.
- 3.2. The Public Division and the Catholic Division shall pay the rental cost of any facility as per the Parks and Recreation Department Fees and Charges Schedule, which is approved annually by City Council. Such rental costs will reflect the direct operating costs of rental and shall not including capital and replacement costs.

4. Public Division Facilities

- 4.1. The City, Catholic Division and Community User Groups shall have access to Public Division Gymnasias and Outdoor Recreational Areas during regular programming hours as specifically arranged, following the standard booking procedures of the Public Division and further outlined in Appendix C.
- 4.2. Requests from the City, Catholic Division and Community User Groups for access to any ancillary space shall be addressed on an individual basis through the Public Division's booking procedures.
- 4.3. Public School Division sponsored events will take precedence over other uses however reasonable notice (minimum 48 hours) must be given to renters in event of cancellations.

5. Catholic Division Facilities

- 5.1. The City, Public Division and Community User Groups shall have access to Catholic Division Gymnasias and Outdoor Recreational Areas during regular programming hours as specifically arranged, following the standard booking procedures of the Catholic Division and further outlined in Appendix C.
- 5.2. Requests from the City, Public Division and Community User Groups for access to any ancillary space shall be addressed on an individual basis through the Catholic Division's booking procedures.

5.3. Catholic School Division sponsored events will take precedence over other uses however reasonable notice (minimum 48 hours) must be given to renters in event of cancellations.

6. Maintenance

6.1. Each party shall be responsible for the maintenance of their respective facilities.

6.2. The Public and Catholic Divisions may enter into Custom Work Contracts with the City for maintenance of outside school grounds as outlined in Appendices A and B.

7. Capital Costs

7.1. For outdoor amenities on the Public and Catholic Division grounds, the parties may combine resources to upgrade the same amenities. Agreements may be made on a project-by-project basis.

7.2. In planning and developing neighborhood playgrounds, the City shall consult with the other parties in order to coordinate the development with school playgrounds so as to optimize the benefits to schools and neighborhoods.

8. Fees and Charges Schedule

8.1. Rental fees charged to each party shall reflect the marginal operational costs as opposed to the costs of the facilities sitting not in use.

8.2. The Public Division and Catholic Division reserve the right to exempt Community Groups from rental rates and the respective Party, on an individual basis, shall address requests.

9. Insurance

9.1. Each party shall be responsible for insuring its property and may set requirements for insurance carried by User Groups.

10. Appendices

10.1. Appendices attached form part of this agreement.

11. Amendments to Agreement

11.1. Any amendments hereto or to any Appendices shall be in writing and executed with the same formality, as was this agreement.

12. Previous Agreements

12.1. This agreement supersedes any agreement made between the parties and upon execution of this agreement all previous joint use type agreements between the City and/or the Public Division and/or the Catholic Division become null and void.

13. Notices

- 13.1. Any notice required or permitted to be given herein shall be in writing and may be given personally or by prepaid registered letter addressed to the other party for which such notice or demand is intended at the address hereunder, or to such other address as may be substituted therefore from time to time by proper notice, and if mailed, shall be deemed to be given forty-eight (48) hours after its mailing as herein before specified:

The City

City of Lloydminster
c/o Parks and Recreation Department
4420-50th Avenue
Lloydminster, AB. T9V 0W2
(780) 875-6184

Public Division

Lloydminster Public School Division No. 99
5017 46th Street
Lloydminster, AB T9V 1R4
(780) 875-5541

Catholic Division

Lloydminster Roman Catholic Separate School Division No. 89
5411 – 50th Avenue
Lloydminster, SK. S9V 0R1
(306) 825-8911

14. Miscellaneous

- 14.1. Wherein the context so requires, the masculine and feminine gender shall mean the same.
- 14.2. The parties shall be considered a single party or entity for purposes of this agreement and shall not be considered separately in any considerations or deliberations in contemplation of this agreement.
- 14.3. If any portion of this agreement is rendered unenforceable, then the remainder of this agreement shall survive and continue to be in full force and effect.

IN WITNESS WHEREOF the Public Division has hereunto set his hand and seal this _____ day of _____ A.D., 20____.

Signed, Sealed and Delivered)
)
) _____
) Public Division
)
 _____)
 Witness Public Division

IN WITNESS WHEREOF the Catholic Division has hereunto set his hand and seal this _____ day of _____ A.D., 20____.

Signed, Sealed and Delivered)
)
) _____
) Catholic Division
)
 _____)
 Witness Catholic Division

IN WITNESS WHEREOF the City of Lloydminster has hereunto caused its corporate seal to be affixed, attested by its proper officers in that behalf this _____ day of _____ A.D., 20____.

Ken Baker – Mayor

Tom Lysyk – City Clerk

Appendix A

Lloydminster Public School Division Custom Works Contract

WHEREAS the parties to the Agreement own and control certain lands and facilities throughout the City of Lloydminster, and

WHEREAS it is deemed desirable by the parties that the lands under their control be maintained in a proper condition and manner, the Lloydminster Public School Division and the City of Lloydminster agree as follows:

Articles

1. Term of Agreement

- 1.1. This Appendix forms part of the City / School Joint Use Agreement.
- 1.2. The Appendix is for the term beginning June 1, 2000 and expiring May 31, 2001.

2. Lands

- 2.1. The lands and facilities that are the subject of this agreement are those identified in Schedule "A" attached to and forming a part of this agreement.
- 2.2. Either party may add to or subtract from Schedule "A" any lands by notifying the other party in writing.

3. Services Performed

- 3.1. The City shall perform maintenance duties through its own employees, servants, contractors or agents to the City's accepted standards.
- 3.2. The City shall provide mowing, aeration/top dressing, dethaching/sweeping, fertilizing and/or pesticide application services as part of its annual parks maintenance routes.
- 3.3. The Public Division shall advise the City in writing of any change in service as outlined in Article 2 whether that change shall be annually or for a specific time period.

4. Cost

- 4.1. The Public Division shall pay to the City, without deduction, the amount owing as billed by the City.
- 4.2. The City will endeavor to provide monthly invoicing following services provided during the term of this agreement.
- 4.3. The City shall provide the Public Division its annually revised equipment rates to be included as Schedule "B" to form part of this agreement.

Schedule “A”

List of lands and facilities that are subject to the terms of this agreement:

<u>Area</u>	<u>Maintainable Acreage</u>
Queen Elizabeth	6.00
Martin Brown	3.00
Comprehensive High	16.00
Rendell Park	5.50
Bishop Lloyd	12.00
Barr Colony	5.00
Winston Churchill	6.50
Avery	3.00
E.S. Laird	12.00
Jack Kemp	5.50
Total	73.48

Schedule “B”

2000 Equipment Rates

Toro	\$58.89 / hour
Tractor	\$29.53 / hour
Aerator	\$18.00 / hour
Sweeper	\$38.07 / hour
Large Loader	\$63.44 / hour
Small Backhoe	\$17.90 / hour
½ Ton	\$ 9.25 / hour
3 Ton	\$28.12 / hour

Labor Costs

Laborer 14	\$18.11 / hour
Seasonal Laborer	\$14.25 / hour
Cemetery Caretaker	\$18.32 / hour
Park Foreman	\$29.15 / hour

Appendix B

Lloydminster Roman Catholic Separate School Division Custom Works Contract

WHEREAS the parties to the Agreement own and control certain lands and facilities throughout the City of Lloydminster, and

WHEREAS it is deemed desirable by the parties that the lands under their control be maintained in a proper condition and manner, the Lloydminster Roman Catholic Separate School Division and the City of Lloydminster agree as follows :

Articles

1. Term of Agreement

- 1.1. This Appendix forms part of the City / Schools Joint Use Agreement.
- 1.2. The Appendix is for the term beginning June 1, 2000 and expiring May 31, 2001.

2. Lands

- 2.1. The lands and facilities that are the subject of this agreement are those identified in Schedule "A" attached to and forming a part of this agreement.
- 2.2. Either party may add to or subtract from Schedule "A" any lands by notifying the other party in writing.

3. Services Performed

- 3.1. The City shall perform maintenance duties through its own employees, servants, contractors or agents to the City accepted standards.
- 3.2. The City shall provide mowing, aeration/top dressing, dethaching/sweeping, fertilizing and/or pesticide application services as part of its annual parks maintenance routes.
- 3.3. The Catholic Division shall advise The City in writing of any change in service as outlined in Article 2 whether that change shall be annually or for a specific time period.

4. Cost

- 4.1. The Catholic Division shall pay to the City without deduction the amount owing as billed by the City.
- 4.2. The City will endeavor to provide monthly invoicing following services provided during the term of this agreement.
- 4.3. The City shall provide the Catholic Division its annually revised equipment rates to be included as Schedule "B" to form part of this agreement.

Schedule "A"

List of lands and facilities that are subject to the terms of this agreement:

<u>Area</u>	<u>Maintainable Acreage</u>
St. Thomas	2.93
Holy Rosary (42 nd Street)	7.76
St. Joseph's	6.00
Father Gorman	4.00
Holy Rosary (Parkview)	16.11
Total	36.80

Schedule "B"

2000 Equipment Rates

Toro	\$58.89 / hour
Tractor	\$29.53 / hour
Aerator	\$18.00 / hour
Sweeper	\$38.07 / hour
Large Loader	\$63.44 / hour
Small Backhoe	\$17.90 / hour
½Ton	\$ 9.25 / hour
3 Ton	\$28.12 / hour

Labor Costs

Laborer 14	\$18.11 / hour
Seasonal Laborer	\$14.25 / hour
Cemetery Caretaker	\$18.32 / hour
Park Foreman	\$29.15 / hour

Appendix C

Gymnasium Joint Use Access

WHEREAS the City has agreed to contribute capital funding towards the construction the Jack Kemp Elementary School Gymnasium and Holy Rosary High School Gymnasium in the City of Lloydminster for the purpose of Community User Group usage;

AND WHEREAS the PUBLIC DIVISION and CATHOLIC DIVISION are responsible for maintenance and operation of each School Division's respective gymnasium;

AND WHEREAS the City and PUBLIC DIVISION and CATHOLIC DIVISION wish to enter into an agreement for joint use of the gymnasiums for the purpose of School and Community User Group usage;

NOW THEREFORE the parties hereby agree as follows:

1. TERMS OF AGREEMENT

- 1.1. This Appendix forms part of the City / Schools Joint Use agreement.
- 1.2. The Appendix is for a 20 year term beginning January 1, 2001 and expiring December 31, 2021.
- 1.3. Community User Groups shall have use of the gymnasium during regular programming hours as specifically arranged following the respective Division's standard booking procedures. Times of availability may vary dependent upon seasonal activity schedules within each school.
- 1.4. School sponsored events will take precedence over other uses however reasonable notice (minimum 48 hours) must be given to renters in event of cancellations.
- 1.5. The PUBLIC DIVISION and CATHOLIC DIVISION agree to provide assured access, subject to availability, for user groups for community sports and events to all PUBLIC DIVISION and CATHOLIC DIVISION gymnasiums. Such access will be assured for user groups in good standing and which satisfy the terms of rental agreements as set by Board policies.
- 1.6. Gymnasium construction and/or renovations shall be designed as much as is reasonably possible to accommodate community usage. City input shall be requested in the conceptual planning stage, however approval of the final plan rests with the PUBLIC DIVISION or the CATHOLIC DIVISION.
- 1.7. The PUBLIC DIVISION and CATHOLIC DIVISION will provide an annual database to the City showing the user group name, time of bookings, number of hours booked and actual hours used of all gyms within their jurisdiction for each year starting with the school year 2000-2001.
- 1.8. This agreement does not bind the PUBLIC DIVISION and/or the CATHOLIC DIVISION and City in future new gymnasium additions, however the parties hereto, agree to summarize data, prepare reports and discuss the merits of future agreement extensions.

Appendix D

Lloydminster Community Track and Field Access and Utilization Guidelines

This facility was built in 1997 with the financial support of the Government of Alberta, the Alberta Summer Games Society, the City of Lloydminster, the Lloydminster Public School Division and many corporate and private donors. As a conditions of the Government of Alberta's and the City of Lloydminster's funding support, the following joint use agreement is established so as to provide for public access to the facility.

A reserve account, administered by the Lloydminster Public School Division was established with \$15,000 contributions from each of the City of Lloydminster and the Lloydminster Public School Division. These funds, together with accrued interest and annual contributions of \$1,000 each from the City of Lloydminster and the Lloydminster Public School Division are intended to provide for necessary capital maintenance costs on the various facilities over the years.

The Division shall assume responsibility for the routine maintenance and use of the facility on behalf of the Community of Lloydminster. In order to offset some of the costs of "routine" maintenance of the all weather surfaces and adjacent areas, user groups will be asked to pay to the Division a small user fee. These fees will be established by the Division and adjusted from time to time to reflect changes in maintenance costs.

The following guidelines shall apply to the use of this facility:

1. the Lloydminster Public School Division shall budget a minimum of \$1,000 annually toward routine maintenance on the facility. In consideration of this contribution toward routine maintenance, Divisional schools, clubs, teams and physical education classes may arrange for exclusive use of the facilities as required at no additional fee. This shall also include inter-school activities where the majority of participants are students of the Divisions.

Other organizations, in consideration of an annual contribution toward routine maintenance, shall have a similar opportunity to reserve times for exclusive use of the facility without additional charge.
2. Organizations, which wish to reserve all or, part of the facility for exclusive use may do so for a fee of \$25.00/hour, to a maximum of \$200.00 for a full day of exclusive use. Clean up of the facility is the responsibility of the user group. Failure to accept this responsibility will result in the user group being invoiced for extraordinary clean up costs.
3. A designated Assistant Director in consultation with physical education teachers and coaches in the City shall coordinate the scheduling of annual track and field meets. Priority will be given to annual competitive events. Other requests for exclusive use of the facility shall also be directed to the designated Assistant Director and shall be accommodated when possible.
4. The use of the facility for instructional, practice or recreation purpose shall be permitted except when it is superceded by competitive events. Schools or groups wishing to use the facility for training or instruction purposes shall coordinate this use through the administration of Lloydminster Comprehensive High School. The administration of Lloydminster Comprehensive High School shall ensure that all schools and groups have equitable access. Such use shall be without charge unless the user group requests exclusive use of the facility. In such cases, a fee of \$25.00 shall be applicable.

5. Individual recreational use of the facilities is encouraged and shall be permitted without charge. Such use shall not include cycling, skateboarding, in-line skating or other 'wheeled' activities. User shall however, assume personal responsibility for any accident or injury while using the facility.
6. Footwear with spikes in excess of 4.0 mm is prohibited due to the excessive wear it creates.
7. Recreational users are asked to avoid using the two inner most lanes so as to spread out the wear on the track surface.
8. The Lloydminster Public School Division shall establish policies and practices related to the use of School Division buildings, parking facilities and equipment by groups using the track and field facility.
9. User groups are required to carry liability insurance.
10. Motions of the Board of Education may make necessary changes to the above guidelines.