

JOINT USE AGREEMENT AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this "**Agreement**") is dated for reference October 19, 2018 (the "**Effective Date**").

AMONG

City of Medicine Hat
(the "**City**")

AND

The Medicine Hat Public Board of Education
(the "**Public School Board**")

AND

The Medicine Hat Catholic Board of Education
(the "**Catholic School Board**")

AND

The Board of Governors of Medicine Hat College
(**"MHC"**)

BACKGROUND

- A. The Parties entered into a Joint Use Agreement dated September 27, 2017 (the "**JUA**"), attached hereto as Appendix "**A**".
- B. On February 8, 2018 the Office of the Information and Privacy Commissioner of Alberta initiated an investigation under section 53(1) of the *Freedom of Information and Protection of Privacy Act* (FOIP), into the possible collection of community user group membership lists ("**Rosters**") pursuant to the JUA. The City has not collected Rosters pursuant to the JUA. However, as part of the investigation proceedings, the Parties agreed to amend the JUA to remove references to the collection of Rosters.
- C. Effective September 1, 2018, the Alberta Minister of Education issued an order changing the name of "The Board of Trustees of the Medicine Hat School District No. 76" to "The Medicine Hat Public Board of Education". The Parties want to amend the JUA reflect this change in the JUA.
- D. The Parties also want to amend Schedule "**A**" of the JUA to add three (3) Educational Institution Facilities, remove two (2) Educational Institution Facilities, and remove two (2) City Facilities.

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT AND THE JUA AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. Defined Terms

1.1. For the purposes of this Agreement, all capitalized terms, unless specifically defined herein or unless the context otherwise requires, shall have the meaning ascribed thereto in the JUA.

2. Amendments

2.1. The JUA is hereby amended as follows, effective as of the Effective Date:

- a. Schedule "A-1" of the JUA is deleted and replaced with Appendix "B" attached hereto.
- b. Schedule "A-2" of the JUA is deleted and replaced with Appendix "C" attached hereto.
- c. Schedule "A-3" of the JUA is deleted and replaced with Appendix "D" attached hereto.
- d. Schedule "C" of the JUA is deleted and replaced with Appendix "E" attached hereto.
- e. Subsection 1.5(e) of the JUA is deleted.
- f. On Page 2, Page 3 and Page 15 of the JUA, the term "Catholic Board", is deleted and replaced with the term "Catholic School Board".
- g. The Party of the Second Part of the JUA is amended from "Medicine Hat District 76 No. 76" to "The Medicine Hat Public Board of Education".
- h. In Subsection 16.1(b) of the JUA, the term "Medicine Hat School Public District No. 76" is deleted and replaced with the term "The Medicine Hat Public Board of Education".
- i. On Page 14 of the JUA, the term "Medicine Hat Public School District No. 76" is deleted and replaced with the term "The Medicine Hat Public Board of Education".

3. City Approval

3.1. This Agreement is expressly subject to and conditional upon the approval of the City in accordance with the *Municipal Government Act* (Alberta).

4. Time of the Essence

4.1. Time shall be in every respect of this Agreement and the JUA of the essence.

5. Other Terms and Conditions

5.1. Except as amended by this Agreement, all other terms, conditions, and schedules of the JUA are confirmed and ratified as in force and full effect as if the same had been fully repeated herein.

6. Binding Agreement

6.1. This Agreement shall be binding upon and enure to the benefit of the successors and permitted assigns of the respective parties hereto.

7. Governing Law

7.1. This Agreement shall be interpreted in accordance with the laws of Alberta and the laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the courts of the Province of Alberta to hear all matters arising from or related to this Agreement or the JUA or both.

8. Facsimile and Email

8.1. This Agreement may be executed and transmitted by facsimile and email and if so executed and transmitted, this Agreement shall be for all purposes as effective as if the parties had delivered an originally executed copy of this Agreement.


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9. Counterparts

9.1. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATES SET OUT BELOW.

The City has executed this Agreement on the 30 of NOV, 2018
City of Medicine Hat
PER





Mayor: Keith E. (Ted) Clugston


City Clerk: Angela Cruickshank



The Catholic School Board has executed this Agreement on the 31 of Oct, 2018
The Medicine Hat Catholic Board of Education
PER





Mr. Richard Mastel, Board Chair


Mr. Greg MacPherson, Secretary Treasurer

MHC has executed this Agreement on the 7 of Nov, 2018

Board of Governors of Medicine Hat College
PER

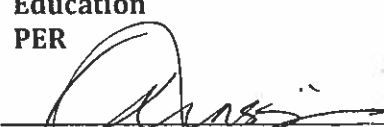


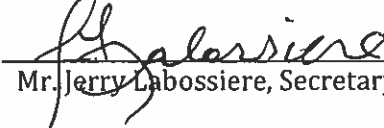
Mr. Wayne Resch, Interim President/CEO


Ms. Carla Bennett, Interim Vice-President, Administration & Finance

The Public School Board has executed this Agreement on the 2 of Nov, 2018

The Medicine Hat Public Board of Education
PER



Mr. Rick Massini, Board Chair


Mr. Jerry Labossiere, Secretary Treasurer

Chief Administrative Officer
APPROVED
City Solicitor

APPENDIX "A"

(see attached)

APPENDIX "B"

(see attached)

APPENDIX B

CITY FACILITIES

The following City facilities are available for use under this JUA and are collectively known as "City Facilities:"

Fields

Name:	Classification:	Comments/Suitable for:
Family Leisure Centre--Methanex Bowl	AA	Regulation size field with artificial turf & lights - Suitable for soccer, rugby & football
Family Leisure Centre—NE Soccer	A	4 slow pitch diamonds, 3 soccer fields, washrooms and concession
Family Leisure Centre—NW Soccer		
Family Leisure Centre—SW Soccer		
Gillwell North Soccer	C	
Gillwell South Soccer		
Ross Glen Town Centre Soccer	B	Concession, washrooms, playground, and waterpark
South Ridge Park Soccer	B	
Family Leisure Centre – Canadian Fertilizer SE	A	Slow pitch Diamonds
Family Leisure Centre – Cancarb SW		
Family Leisure Centre – Knights of Columbus NE		
Family Leisure Centre – Lion’s club NW		
Moose Community Ball Complex	A	4 regulation-sized diamonds with slow pitch, 2 diamonds with lights, washrooms, power

Arenas:

Name:	Size:	Comments/Suitable for:
Family Leisure Centre Arena	200' X 100' Seating for 350	Speed Skating, Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
Hockey Hounds	185' X 85 Seating for 250	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
Kinplex	Kin I (185' X 85') - Seating for 1,000 Kin II (185' X 85') - Seating for 150	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey

Moose	185' X 85' Seating for 350	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
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Tennis Courts:

Name:	Size:	Comments/Suitable for:
Lions Park	2 courts	
Osborne Park	2 courts	
Crestwood	5 courts	2 courts need to be booked through the MH Tennis Club.
South Ridge Community Park	2 courts	
Lions Park	2 courts	

Pools:

Name:	Size:	Comments/Suitable for:
Family Leisure Centre	N/A	Indoor
Crestwood		Indoor
Heights		Outdoor
Hill		Outdoor
Strathcona		Outdoor
Echo Dale Swim Lake		Outdoor

Beach Volleyball Courts:

Name:	Size:	Comments/Suitable for:
Kin Coulee	N/A	Sand
Echo Dale		Sand

APPENDIX "C"

(see attached)

APPENDIX C

PUBLIC SCHOOL BOARD FACILITIES

The following Public School Board facilities are available for use under this JUA and are collectively known as "Public School Board Facilities":

Gymnasiums:

Located at	Category	Size:
Alexandra Middle School	B	471 m ²
Connaught School	D	334 m ²
Crescent Heights High School	AA	650 m ²
Crestwood School	B	446 m ²
Dr. Ken Sauer School	AA	604 m ²
George Davison School	B	460 m ²
Herald School	D	218 m ²
River Heights School	C	439 m ²
Ross Glen School	B	421 m ²
Southview School	B	447 m ²
Vincent Massey School	C	440 m ²
Webster Niblock School	C	440 m ²

Fields:

Name	Category	Comments/Suitable for:
Alexandra Middle School	C	Minor soccer
Connaught SE	C	Minor soccer
Connaught SW	C	Minor soccer
Crescent Heights High School – Main	A	Senior soccer
Crescent Heights High School – Oval	A	Senior soccer
Crescent Heights High School – Rotary Track Complex	A	Track
Crescent Heights High School – NE	C	Not full field anymore – one set of posts removed due to construction of outdoor basketball court
Crestwood	C	Minor soccer
George Davison East	C	Minor soccer
River Heights	C	Minor soccer
Riverside	C	Minor soccer

Ross Glen #2 East Soccer	C	Minor soccer
Southview	B	Minor soccer
Vincent Massey	C	Minor soccer
Webster Niblock	C	Minor soccer
Wilson Learning Centre NE	A	Soccer/Football

Multi-purpose Rooms:

Name	Size	Comments/Suitable for:
Alexandra MP Room	274 m ²	

Ball Diamonds

Name	Category	Comments
Crescent Heights North	B	Minor ball – shale infield
Crescent Heights South	B	Minor ball – shale infield
Crestwood NE	B	Softball – shale infield
Elm Street NW	C	T-ball
George Davison West	C	T-ball; minor ball
Herald NW	C	Softball; minor ball – shale infield
Herald SE	C	Softball; minor ball – shale infield
River Heights SW	C	T-ball – backstop, grass infield
Ross Glen N	C	Minor ball diamond – shale infield
Ross Glen S	C	Minor ball diamond – shale infield
Southview NW	C	T-ball – backstop, grass infield
Vincent Massey Middle	C	Minor ball – shale infield
Vincent Massey SW	C	Minor ball – shale infield
Vincent Massey NW	C	Softball – shale infield
Webster Niblock NE	C	Shale infield
Webster Niblock NW	C	Shale infield

Tennis Courts (City maintained)

Name	Comments
Crestwood	5 courts
Herald	2 courts
Ross Glen	2 courts
Southview	2 courts

The following activities are not permitted in Public School Board gymnasiums:

- Floor hockey, roller sports involving rollerblades, skateboards, etc. (i.e. Roller Derby)

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APPENDIX "D"

(see attached)

APPENDIX D

CATHOLIC SCHOOL BOARD FACILITIES

The following Catholic School Board facilities are available for use under this JUA and are collectively known as "Catholic School Board Facilities":

Gymnasiums:

Located at	Category	Comments/Suitable for:
Mother Teresa School	C	398 m ² Pulastic Floor (non-wood)
St. Francis Xavier School	D	260 m ²
St. John Paul II	B	428 m ²
St. Louis School	D	261 m ² Pulastic Floor (non-wood)
St. Mary's Junior High School	AA	557 m ²
St. Michael's School	D	224 m ²
St. Patrick's School	C	383 m ²
St. Thomas Aquinas School	D	207 m ²

Fields:

Name	Size	Comments/Suitable for:
Monsignor McCoy High School	A	Senior Soccer / Football
Notre Dame Academy	A	Senior Soccer
St. Mary's Junior High School	C	Tiny Tot Soccer
St. Michael's School	C	Minor Soccer
St. Patrick's School	C	Tiny Tot Soccer
St. Thomas Aquinas School	C	Minor Soccer
Mother Teresa	C	Tiny Tot Soccer
St. Francis	C	Tiny Tot Soccer

Ball Diamonds

Name	Location	Comments
Monsignor McCoy High School NE	A	Baseball
Mother Teresa East	C	Softball
Mother Teresa Middle	C	Softball
Mother Teresa West	C	Softball
Notre Dame	A	Baseball
St. John Paul II	C	Softball
St. Francis	C	Softball
St. Mary's SE	C	Softball-poor shape
St. Mary's SW	C	Softball-poor shape
St. Mary's NE	C	Softball
St. Mary's NW	C	Softball
St. Michael's NW	C	Softball
St. Michael's NE	C	Softball
St. Patrick's School North	C	T-ball
St. Patrick's School South	C	Backstop only
St. Thomas School NW	C	Softball

St. Thomas School SW	C	Softball
St. Thomas School NE	C	T-ball

Tennis Courts (City maintained)

Name	Comments	
Monsignor McCoy	2 courts	

The following activities are not permitted in the Catholic School Board gymnasiums:

- Floor hockey, roller sports involving rollerblades, skateboards, etc. (i.e. Roller Derby)

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APPENDIX "E"

(see attached)

**APPENDIX E
CRITERIA FOR USER GROUP**

The following has been accepted by the Joint Use Committee as criteria of a User Group for Joint Use Facilities:

1. A City or School approved or operated program/group;
2. Not-for-profit activity;
3. Has activities that are recreational, cultural or educational in nature;
4. Has insurance naming the City and the Board on whose land they are conducting their activities;
and,
5. Falls in line with strategic priorities and values of shared user agreement partners.

And:

Generally has a minimum of 75% City of Medicine Hat residents.

Generally has a minimum of 12 participants per booking.

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JOINT USE AGREEMENT

This agreement made this 27th day of September, 2017

BETWEEN

CITY OF MEDICINE HAT

(hereinafter called the "City")

OF THE FIRST PART

-and-

MEDICINE HAT DISTRICT 76 NO. 76

(hereinafter called the "District 76")

OF THE SECOND PART

-and-

MEDICINE HAT CATHOLIC BOARD OF EDUCATION

(hereinafter called the "Catholic School Board")

OF THE THIRD PART

-and-

MHC

(hereinafter called the "MHC")

OF THE FOURTH PART

WHEREAS it is desirable for the City to plan, develop, construct, operate and maintain park and recreational land and facilities in the City;

WHEREAS it is the responsibility of each of the District 76, Catholic Board and MHC to develop and deliver educational programs to their students and provide the necessary facilities and sites for such programs;

WHEREAS the Parties support the principle of sharing the cost of publicly funded activities to maximize the benefit of public and education institution facility access to students and citizens of the city of Medicine Hat;

WHEREAS the Parties entered into a Joint Use Agreement on April 20, 1999 ("**1999 JUA**") whereby the City and Educational Institutions agreed to allow the joint use of certain facilities;

WHEREAS the 1999 JUA requires updating;

WHEREAS the City and the Educational Institutions wish to reaffirm their commitment to the principles of the shared use of facilities operated by the City and Educational Institutions by entering into this updated Joint Use Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual promises hereinafter contained, the Parties agree to the following:

1. DEFINITIONS

- 1.1 "**1999 JUA**" means the Joint Use Agreement entered into on April 20, 1999 among the City of Medicine Hat, the Medicine Hat School District No. 76, the Medicine Hat Separate Regional Division No. 20, and the Board of Governors of MHC whereby the parties agreed to allow the joint use of certain facilities;
- 1.2 "**Catholic Board Facilities**" shall have the meaning set out in Schedule "A-3"
- 1.3 "**City Facilities**" shall have the meaning set out in Schedule "A-1"
- 1.4 "**City's Operational Requirements**" includes regularly scheduled activities, classes and courses, special City events, and regular and unplanned maintenance;
- 1.5 "**Community User Group**" means a group approved by the City:
 - (a) that engages in a not for profit activity;
 - (b) whose activities are recreational, cultural, or educational in nature;
 - (c) whose activities meet the strategic priorities and values of the shared user agreement partners;

- (d) that has provided the required insurance to the City, naming the City and the appropriate Educational Institution as Additional Insureds;
 - (e) whose membership roster has been provided to the City;
 - (f) whose membership should consist of 75% (SEVENTY FIVE PER CENT) residents of Medicine Hat;
 - (g) whose bookings will generally involve a minimum of 12 (TWELVE) participants; and,
 - (h) whose application has been approved in accordance with section 2 of this Agreement.
- 1.6 **“Educational Institutions”** means any two or more of the District 76, Catholic Board and MHC, and **“Educational Institution”** means any one of the Educational Institutions;
- 1.7 **“Educational Institution Facilities”** and **“Educational Facilities”** means the facilities of any one of the District 76, Catholic Board or MHC Facilities, and **“Educational Institutions’ Facilities”** means any two or more of them;
- 1.8 **“Educational Institution’s Operational Requirements”** means an Educational Institution’s requirements:
- (a) to provide instruction to students during School Hours;
 - (b) to allow for school events, extra-curricular and school related activities;
 - (c) to perform regular and unplanned maintenance; and,
 - (d) at times when the facilities are not available for use; including Saturdays, Sundays and Statutory holidays.
- 1.9 **“Facilities”** means collectively, City Facilities, District 76 Facilities, Catholic Board Facilities and MHC Facilities;
- 1.10 **“Joint Use Committee”** or **“JUC”** shall have the meaning set out in section 10;
- 1.11 **“Joint Use Operating Committee”** or **“JUOC”** shall have the meaning set out in section 11;
- 1.12 **“JUA”** means this Joint Use Agreement;
- 1.13 **“MHC Facilities”** shall have the meaning set out in Schedule “A-4”
- 1.14 **“Party”** means any one of the City, District 76, Catholic Board, or MHC; and **“Parties”** means any two or more of them;
- 1.15 **“District 76 Facilities”** shall have the meaning set out in Schedule “A-2”

- 1.16 "School Hours" means normally between 8:00 to 6:30 PM, Monday through Friday; excluding summer months (July - August).

2. COMMUNITY USER GROUPS

- 2.1 Only a Community User Group shall be allowed to book and use Educational Institutions' Facilities pursuant to this JUA.

A group may submit an annual application to the City to be considered a Community User Group in accordance with this section, and in compliance with Schedule C, Criteria for User Group, attached hereto.

- 2.2 The City shall be responsible for reviewing application forms and approving groups as Community User Groups. In reviewing and approving applications, the City shall ensure that the criteria set out in the definition of "Community User Group" in subsections 1.5 (a), (b), (c), (d), and (e) and are met, and that subsections 1.5 (f) and (g) are considered, and met where possible.

- 2.3 The application form and criteria to become a Community User Group, and the insurance coverage required of Community User Groups shall be reviewed and revised by the JUOC as required.

3. USE OF EDUCATIONAL INSTITUTIONS' FACILITIES

- 3.1 The use of Educational Institutions' Facilities will generally be allowed outside of the Educational Institutions' Operational Requirements, provided that the use of an Educational Institution's Facilities by a Community User Group does not negatively affect the Operational Requirements of the Educational Institution. An Educational Institution's use of its own Educational Institution Facilities will have priority over the use of Community User Groups.

- 3.2 Community User Groups shall be charged fees that reflect a reasonable return on incremental costs incurred by the Educational Institutions, and shall be collected by the City and held in accordance with section 6:

- (a) The fees charged, as is outlined in Schedule B, to Community User Groups for use of Facilities identified in Schedules A-1, A-2, A-3 and A-4, attached, shall be set by Joint Use Committee (JUC) and shall be updated by the Joint Use Committee from time to time, following annual review, to reflect changes in use, in Facilities identified by Schedules, and in fees to apply;
- (b) Subject to the requirements of Section 10.3(c), below, and at least annually, the JUC shall make decisions based on JUOC recommendations, and the JUC shall make fee recommendations to the City and the Educational Institutions involved in accordance

with the annual budget process of the City and the Educational Institutions involved, and approved in conjunction with the City's and the Educational Institutions' budget planning cycle, and

- (c) The process of annual review and any adjustment of fees, and of information regarding use and incremental costs of such use of Facilities shall be conducted in accordance with the principle that fees to be charged are intended to match the projected incremental maintenance and other costs associated with use of Facilities by community user groups under this Agreement.

4. EDUCATIONAL INSTITUTIONS' ACCESS TO CITY FACILITIES

4.1 Subject to the City's Operational Requirements, Educational Institutions will be allowed to use City Facilities during School Hours and will not be charged a fee for such use, except that:

- (a) GST shall be charged; and,
- (b) there will be a charge for supplemental services, including, but not limited to additional staff, program instructors, and special equipment.

If an Educational Institution desires any supplemental services, the Educational Institution shall request same from the City a reasonable amount of time prior to its use of the City Facilities. The City will confirm the cost of such supplemental services, and accommodate such requests if it is able to do so, acting reasonably. Payment for such supplemental services shall be made by the responsible Educational Institution.

4.2 Outside of School Hours, Educational Institutions will be charged a fee for the use or rental of City Facilities in accordance with the City of Medicine Hat regular fee structure.

5. USE OF FACILITIES

5.1 Community User Groups and Educational Institutions shall use the Facilities in accordance with all applicable laws, regulations, bylaws and other regulatory requirements.

6. ADMINISTRATION OF FACILITIES BOOKINGS

6.1 The City shall be responsible for Community User Group bookings of Educational Institutions' Facilities, and shall collect fees for such bookings on behalf of the Educational Institutions, which fees are not owned by the City, but in a separate bank account for parties to this Agreement, to be disbursed by the City annually by formula, as provided in section 6.5, below.

- 6.2 When booking Community User Groups into an Educational Institution's Facilities, the City shall have regard to the list of allowable or suitable activities and the list of prohibited uses, if such lists of uses have been provided by each Educational Institution for its Educational Institution Facilities, and contained in Schedule "A" herein.
- 6.3 An Educational Institution shall not book or reserve its Educational Institution Facilities for a Community User Group, another Educational Institution, or any other group or person, if such booking or reservation falls outside of the Educational Institution's Operational Requirements.
- 6.4 If an Educational Institution does book or reserve its Educational Institution Facilities contrary to section 6.3, and such booking or reservation conflicts with a booking made by the City, the booking made by the City shall take priority, and the Educational Institution shall be responsible for any liabilities or costs associated with cancelling the booking or reservation the Educational Facility has made.
- 6.5 The City shall track Joint Use Facilities bookings and the revenue generated. Revenues collected by the City for Joint Use Facilities bookings and held in trust as provided in section 6.1, above, shall be disbursed as follows:
- (a) 10% (TEN PER CENT) of all revenues shall be retained by the City to offset the administrative costs of screening Community User Group applications, booking Facilities, tracking revenues generated by Facilities bookings, and other related administrative tasks;
 - (b) the remaining 90% (NINETY PER CENT) of revenues shall be shared by the Educational Institutions based on the amount of revenue the Educational Institution's Facilities have generated in proportion to the total revenue all Educational Institutions' Facilities have generated.

7. GROUNDS/OPEN SPACE MANAGEMENT

- 7.1 Each Educational Institution will be responsible for the maintenance of its respective:

Educational Institution Facilities including grounds, athletic fields, and playgrounds and School-front grounds, sidewalks, and parking areas.

Maintenance standards will be set by each respective Party.

- 7.2 Each Educational Institution will be solely responsible for the cost of maintenance and the costs of Capital and non-recurring items with Educational Institutions with respect to Educational Institution Facilities, grounds including athletic fields, and playgrounds, and school-front grounds, sidewalks and parking areas as well as the Educational Institutions' associated space with the Educational Institution Facilities.

8. CONTROL OF FACILITIES

8.1 Notwithstanding any other provision of this Agreement, each Party shall continue to control, operate and maintain its respective facilities.

9. NO FETTERING OF DISCRETION

9.1 It is understood and agreed that nothing contained in this JUA will be interpreted or deemed or operate to fetter the discretion of the City, its municipal Council, commissions, committees, boards, officers, officials or employees in relation to this JUA or the principles, terms or conditions herein.

9.2 It is understood and agreed that nothing contained in this JUA will be interpreted or deemed or operate to fetter the discretion of the Educational Institutions, commissions, committees, boards, officers, officials or employees in relation to this JUA or the principles, terms or conditions herein.

10. JOINT USE COMMITTEE

10.1 A committee is hereby established consisting of:

(a) one (1) or two (2) member(s) appointed by each of the respective Parties. (hereinafter called the "Joint Use Committee").

10.2 It is acknowledged and agreed that the Joint Use Committee may from time to time invite resource personnel as it deems advisable for the purpose of obtaining necessary information and advice.

10.3 The Joint Use Committee shall be responsible to the City and the Educational Institutions for carrying out the following duties:

- (a) oversee Joint Use Operating Committee (JUOC) operations;
- (b) make final decisions on recommendations from the JUOC; and
- (c) meet on an annual basis at minimum; when required to make decisions based on JUOC recommendations; and/or at the call of any two (2) or more respective partners.

10.4 All amendments to this agreement must be unanimously approved by the Parties' representatives.

If a Party (the "Offending Party") is conducting itself in such a manner that the other Parties to this agreement (the "Concerned Parties") unanimously agree is both intentional and in violation of the spirit of this agreement, the Concerned Parties shall provide the Offending Party with written notice of the offensive conduct. The Offending Party shall have 14 days from the date of the notice to both respond and remedy the offensive conduct to the satisfaction of the Concerned Parties. If the Offending Party fails to both respond and remedy the offensive conduct within 14 days, or such additional period of time as is reasonably required to remedy the offensive conduct, the Concerned Parties may invoke sanctions upon the Offending Party.

14.2 Sanctions Available

Sanctions available to the Parties of this agreement include the following:

- (a) Suspension of the Offending Party from access to the Concerned Parties' facilities.
- (b) Termination of the Offending Party from this agreement.

14.3 Sanction Application

The decision to sanction or not to sanction rests with the majority of the Concerned Parties.

15. TERMINATION

15.1 For Cause

If a Party (the "Terminating Party") wishes to cease involvement in the JUA, the Terminating Party shall give 90 days written notice of their intention to terminate ("Notice of Intent") to other Parties (the "Remaining Parties"). Such Notice of Intent must include the Terminating Party's reasons for the wishing to terminate the JUA. During the 90 day period following the Notice of Intent, the Terminating Party shall, in good faith, meet with the Remaining Parties and provide the Remaining Parties a reasonable opportunity to address and resolve the concerns of the Terminating Party. If, after this 90 days has expired, the concerns of the Terminating Party have not been addressed and resolved to the satisfaction of the Terminating Party and the Terminating Party still wishes to terminate the JUA, the Terminating Party may terminate the JUA by giving a further 90 days' written notice to the other Parties.

15.2 Without Cause

If a Party wishes to terminate the JUA without cause, the Party wishing to terminate the JUA shall give the other Parties 1 (ONE) years' written notice of termination.

16. NOTICE

16.1 Any notice, demand, request or other instrument required or permitted to be given under this JUA shall be sufficiently given if in writing and if delivered in person, by courier, email, or mailed in the Province of Alberta by registered mail, addressed to:

- (a) City of Medicine Hat
580 1st Street SE
Medicine Hat, AB T1A 8E6
Attn: General Manager of Parks & Recreation
Email: parks@medicinehat.ca
Phone: (403) 529-8333

- (b) Medicine Hat School Public District No. 76
601 1st Ave SW
Medicine Hat, AB T1A 4Y7
Attn: Jerry Labossiere, Secretary Treasurer
Email: jerry.labossiere@sd76.ab.ca
Ph: (403) 528-6726

- (c) Medicine Hat Catholic Board of Education
1251 1st Avenue SW
Medicine Hat, AB T1A 8B4
Attn: Greg MacPherson, Secretary Treasurer
Email: greg.macpherson.ab.ca
Ph: (403) 502-8360

- (d) Medicine Hat College
299 College Drive
Medicine Hat, AB T1A 3Y6
Attn: Wayne Resch, Vice-President, Administration & Finance
Email: wresch@mhc.ab.ca
Ph: (403) 504-3529

or such other mailing or email address as any Party may from time to time notify the other Parties of in accordance with this section.

Any demand, notice or communication made or given by personal delivery, email or by courier shall be deemed to have been given on the day of actual delivery thereof or, if given by regular mail, on the fifth Business Day following the deposit thereof in the mail.

For the purposes of this Agreement the term "Business Day" means any day, other than a Saturday, Sunday or statutory holiday, on which City Hall, located at 580 1st Street SE, Medicine Hat, Alberta, is open to the public.

17. GENERAL

17.1 Recitals and Schedules

The recitals and schedules attached hereto are incorporated and form part of this Agreement.

The JUA shall not be amended, except by written agreement executed by the Parties.

Changes and/or modifications to the schedules may be made from time to time by the JUC when necessary. However, final authority is assigned to the owner of the facility where applicable. No other amendments to the JUA shall be made except by written agreement executed by the Parties.

17.2 Waiver

The failure of any Party to enforce at any time any of the provisions or terms of this JUA shall in no way be considered to be a waiver of such provisions, nor shall it be deemed a waiver of any subsequent breach of the same or of any other provision. No waiver by a Party is effective unless it is in writing and signed by the Party.

17.3 Entire Agreement

This JUA constitutes the whole and entire agreement between the Parties relating to the subject matter of this JUA, and cancels or supersedes any prior agreements (including but not limited to the 1999 JUA), undertakings, declarations, commitments and representations, whether written or oral in respect thereof.

17.4 Severability

If any provision of this JUA, or the application thereof, shall be invalid or unenforceable at law to any extent, it shall be deemed severed or to be severable from the remainder of this JUA, and the remainder of this JUA and the application thereof to the Parties shall not be affected thereby and shall be enforceable in accordance with their terms to the extent permitted by law.

17.5 Governing Law

In all respects, this JUA shall be interpreted and governed in accordance with the laws of the Province of Alberta. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Alberta.

17.6 Binding

All of the provisions of this JUA shall enure to the benefit of and are binding upon the Parties hereto and their respective successors and permitted assigns.

17.7 Headings

The headings herein are inserted for convenience only and shall not be construed to limit, or state the priority of any provision in this JUA.

18. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (ALBERTA)

18.1 This Agreement and any records or personal information in relation to this Agreement are subject to the Freedom of Information and Protection of Privacy Act (Alberta).

19. EFFECTIVE DATE

19.1 This JUA is effective as of October 1, 2017.

20. REPRESENTATION AND WARRANTY OF THE PARTIES

20.1 Each Party represents and warrants the following:

- (a) that the execution of this JUA and performance of the Party's obligations under this JUA have been duly authorized by all necessary Council or board action, and does not and will not violate any provision of any applicable law, or any provision of the Party's constating documents; and,
- (b) This JUA has been properly executed by the Party, and is a valid and binding obligation of the Party

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATES SET OUT BELOW.

CITY OF MEDICINE HAT

on this 29 day of Sept, 2017.

[Signature]

MAYOR – Keith E. (Ted) Clugston



[Signature]

CITY CLERK – Angela Cruickshank

MEDICINE HAT CATHOLIC BOARD OF EDUCATION

on this 6 day of Oct, 2017.

[Signature]

Per: Mr. Richard Mastel

Title: Board Chair

[Signature]

Per: Mr. Greg MacPherson

Title: Secretary Treasurer

MEDICINE HAT COLLEGE

on this ___ day of _____, 20__.

[Signature]

Per: Dr. Denise Henning

Title: President/ CEO

[Signature]

Per: Mr. Wayne Resch

Title: Vice-President, Administration & Finance

MEDICINE HAT PUBLIC SCHOOL DISTRICT NO. 76

on this 10 day of Oct, 2017.

[Signature]

Per: Mr. Rick Massini

Title: Board Chair

[Signature]

Per: Mr. Jerry Labossiere

Title: Secretary Treasurer

APPROVED [Signature]
Chief Administrative Officer
APPROVED [Signature]
City Solicitor

LIST OF SCHEDULES**FACILITIES****1. SCHEDULE "A"****1.1** Schedule "A" consists of:

- (a) Schedule A-1 City Facilities;
- (b) Schedule A-2 District 76 Facilities;
- (c) Schedule A-3 Catholic Board Facilities; and,
- (d) Schedule A-4 MHC Facilities.

1.2 Each schedule of Facilities: may contain a list of:

- (a) allowable or suitable activities for each facility; or,
- (b) prohibited activities for a facility; or
- (c) both (a) and (b) above

2. SCHEDULE "B"**2.1** Consists of:

- (a) Educational Facilities Fee Schedule

3. SCHEDULE "C"**3.1** Consists of:

- (a) Criteria for User Group

4. GYMNASIUM RATINGS**4.1** The sizes and suitability of gymnasiums listed as Facilities can generally be described using the following rating system:

- (a) "AA" gyms – large gymnasiums (500 square metres or more) with bleachers or other seating areas, and suitable for large events such as tournaments;
- (b) "A" gyms – large gymnasiums (500 square metres or more), and suitable for adult and team competitive use;
- (c) "B" gyms – smaller gymnasiums (400-500 square metres);
- (d) "C" gyms – small gymnasiums, (350-400 square metres); and,
- (e) "D" gyms – small gymnasiums, (less than 350 square metres).

5. **FIELD RATINGS**

5.1 The classification of playing fields and ball diamonds can generally be described using the following categorization:

- (a) "AA" playing fields and ball diamonds – Adult, youth regulation sized with artificial turf, lights, score clock, above average spectator seating;
- (b) "A" playing fields and ball diamonds – Adult, youth and/or regulation sized and turf that is maintained to a class A sport field standard;
- (c) "B" playing fields and ball diamonds - Adult, youth and/or regulation sized and turf that is maintained to a class B park standard; and,
- (d) "C" playing fields and ball diamonds – Youth size and turf that is maintained to a class C park standard.

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SCHEDULE A-1

CITY FACILITIES

The following City facilities are available for use under this JUA and are collectively known as "City Facilities:"

Fields

Name:	Classification:	Comments/Suitable for:
Family Leisure Centre--Methanex Bowl	AA	Regulation size field with artificial turf & lights - Suitable for soccer, rugby & football
Family Leisure Centre—NE Soccer	A	4 slow pitch diamonds, 3 soccer fields, washrooms and concession
Family Leisure Centre—NW Soccer		
Family Leisure Centre—SW Soccer		
Gillwell North Soccer	C	
Gillwell South Soccer		
Ross Glen Town Centre Soccer	B	Concession, washrooms, playground, and waterpark
South Ridge Park Soccer	B	
Family Leisure Centre – Canadian Fertilizer SE	A	Slow pitch Diamonds
Family Leisure Centre – Cancarb SW		
Family Leisure Centre – Knights of Columbus NE		
Family Leisure Centre – Lion’s club NW		
Moose Community Ball Complex	A	4 regulation-sized diamonds with slow pitch, 2 diamonds with lights, washrooms, power

Arenas:

Name:	Size:	Comments/Suitable for:
Family Leisure Centre Arena	200' X 100' Seating for 350	Speed Skating, Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
Hockey Hounds	185' X 85' Seating for 250	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
Kinplex	Kin I (185' X 85') - Seating for 1,000 Kin II (185' X 85') - Seating for 150	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey

Moose	185' X 85' Seating for 350	Hockey, Figure Skating, Public, Broomball, Ringette, Sledge Hockey
Medicine Hat Arena	200' x 85' Seating for 4,006	Hockey, Figure Skating, Public, Broomball, Ringette

Tennis Courts:

Name:	Size:	Comments/Suitable for:
Lions Park	2 courts	
Osborne Park	2 courts	
Crestwood	5 courts	2 courts need to be booked through the MH Tennis Club.
South Ridge Community Park	2 courts	
Lions Park	2 courts	

Pools:

Name:	Size:	Comments/Suitable for:
Family Leisure Centre	N/A	Indoor
Crestwood		Indoor
Heights		Outdoor
Hill		Outdoor
Strathcona		Outdoor
Echo Dale Swim Lake		Outdoor

Beach Volleyball Courts:

Name:	Size:	Comments/Suitable for:
Kin Coulee	N/A	Sand
Echo Dale		Sand

Fieldhouse:

Name:	Size:	Comments/Suitable for:
Fieldhouse	Regulation size	One large field with the capacity to split into 3 turf fields – soccer, football, rugby, indoor tennis, baseball – all netting and goal posts supplied – washrooms

SCHEDULE A-2

DISTRICT 76 FACILITIES

The following District 76 facilities are available for use under this JUA and are collectively known as "District 76 Facilities":

Gymnasiums:

Located at	Category	Size:
Alexandra Middle School	B	471 m ²
Connaught School	D	334 m ²
Crestwood School	B	446 m ²
George Davison School	B	460 m ²
Herald School	D	218 m ²
River Heights School	C	439 m ²
Ross Glen School	B	421 m ²
Southview School	B	447 m ²
Vincent Massey School	C	440 m ²
Webster Niblock School	C	440 m ²

Fields:

Name	Category	Comments/Suitable for:
Alexandra Middle School	C	Minor soccer
Connaught SE	C	Minor soccer
Connaught SW	C	Minor soccer
Crescent Heights High School - Main	A	Senior soccer
Crescent Heights High School - Oval	A	Senior soccer
Crescent Heights High School - Rotary Track Complex	A	Track
Crescent Heights High School – NE	C	Not full field anymore – one set of posts removed due to construction of outdoor basketball court.

Crestwood	C	Minor soccer
George Davison East	C	Minor soccer
River Heights	C	Minor soccer
Riverside	C	Minor soccer
Ross Glen #2 East Soccer	C	Minor soccer
Southview	B	Minor soccer
Vincent Massey	C	Minor soccer
Webster Niblock	C	Minor soccer
Wilson Learning Centre NE	A	Soccer/Football

Multi-purpose Rooms:

Name	Size	Comments/Suitable for:
Alexandra MP Room	274 m ²	

Ball Diamonds

Name	Category	Comments
Crescent Heights North	B	Minor ball – shale infield
Crescent Heights South	B	Minor ball – shale infield
Crestwood NE	B	Softball – shale infield
Elm Street NW	C	T-ball
George Davison West	C	T-ball; minor ball
Herald NW	C	Softball; minor ball – shale infield
Herald SE	C	Softball; minor ball – shale infield
River Heights SW	C	T-ball – backstop, grass infield
Ross Glen N	C	Minor ball diamond – shale infield
Ross Glen S	C	Minor ball diamond – shale infield
Southview NW	C	T-ball – backstop, grass infield
Vincent Massey Middle	C	Minor ball – shale infield
Vincent Massey SW	C	Minor ball – shale infield
Vincent Massey NW	C	Softball – shale infield
Webster Niblock NE	C	Shale infield
Webster Niblock NW	C	Shale infield

Tennis Courts (City maintained)

Name	Comments
Crestwood	5 courts
Herald	2 courts
Ross Glen	2 courts
Southview	2 courts



The following activities are not permitted in District 76 gymnasiums:

- Floor hockey, roller sports involving rollerblades, skateboards, etc. (i.e. Roller Derby)

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SCHEDULE A-3

CATHOLIC BOARD FACILITIES

The following Catholic Board facilities are available for use under this JUA and are collectively known as "Catholic Board Facilities":

Gymnasiums:

Located at	Category	Comments/Suitable for:
Monsignor McCoy High School (Sep-Oct & Apr-Jun)	A	782.9 m ² South Gym
Monsignor McCoy High School Auxiliary	D	252.9 m ²
Mother Teresa School	C	398 m ² Pulastic Floor (non-wood)
St. Francis Xavier School	D	260 m ²
St. Louis School	D	261 m ² Pulastic Floor (non-wood)
St. Mary's Junior High School	AA	557 m ²
St. Michael's School	D	224 m ²
St. Patrick's School	C	383 m ²
St. Thomas Aquinas School	D	207 m ²

Fields:

Name	Size	Comments/Suitable for:
Monsignor McCoy High School	A	Senior Soccer / Football
Notre Dame Academy	A	Senior Soccer
St. Mary's Junior High School	C	Tiny Tot Soccer
St. Michael's School	C	Minor Soccer
St. Patrick's School	C	Tiny Tot Soccer
St. Thomas Aquinas School	C	Minor Soccer
Mother Teresa	C	Tiny Tot Soccer
St. Francis	C	Tiny Tot Soccer

Ball Diamonds

Name	Location	Comments
Monsignor McCoy High School NE	A	Baseball
Mother Teresa East	C	Softball
Mother Teresa Middle	C	Softball
Mother Teresa West	C	Softball
Notre Dame	A	Baseball
St. Francis	C	Softball

St. Mary's SE	C	Softball-poor shape
St. Mary's SW	C	Softball-poor shape
St. Mary's NE	C	Softball
St. Mary's NW	C	Softball
St. Michael's NW	C	Softball
St. Michael's NE	C	Softball
St. Patrick's School North	C	T-ball
St. Patrick's School South	C	Backstop only
St. Thomas School NW	C	Softball
St. Thomas School SW	C	Softball
St. Thomas School NE	C	T-ball

Tennis Courts (City maintained)

Name	Comments	
Monsignor McCoy	2 courts	

The following activities are not permitted in the MHCBE gymnasiums:

- Floor hockey, roller sports involving rollerblades, skateboards, etc. (i.e. Roller Derby)

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SCHEDULE A-4

MHC FACILITIES

The following MHC facilities are available for use under this JUA and are collectively known as "MHC Facilities":

Fields (Spring/Summer)

Name	Size	Comments/Suitable for:
MHC North #1	A	U-12 Soccer
MHC North #2	A	U-12 Soccer

Fields (Fall)

Name	Size	Comments/Suitable for:
MHC Field	A	Meets standards for international play

Tennis Courts

Name	Comments	
MHC College	4 courts	Tennis

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SCHEDULE B

EDUCATIONAL FACILITIES FEE SCHEDULE

The following is the transition plan to move from an annual to a reasonable hourly fee:

GYMNASIUMS:

Adult Groups

Gym Category	Sep 1, 2018	Sep 1, 2019	Sep 1, 2020	Sep 1, 2021	Sep 1, 2022
AA	\$25.00	\$31.25	\$37.50	\$43.75	\$50.00
A	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00
B	\$15.00	\$18.75	\$22.50	\$26.25	\$30.00
C	\$12.50	\$15.50	\$18.50	\$21.50	\$25.00
D	\$10.00	\$12.50	\$15.00	\$18.50	\$20.00

Youth Groups

GYM Category	Sep 1, 2018	Sep 1, 2019	Sep 1, 2020	Sep 1, 2021	Sep 1, 2022
AA	\$12.50	\$15.50	\$18.50	\$21.50	\$25.00
A	\$10.00	\$12.50	\$15.00	\$17.50	\$20.00
B	\$7.50	\$9.25	\$11.00	\$12.75	\$15.00
C	\$6.25	\$7.75	\$9.25	\$10.50	\$12.50
D	\$5.00	\$6.25	\$7.50	\$8.75	\$10.00

PLAYING FIELDS & BALL DIAMONDS:

Adult Groups

Field Category	Sep 1, 2018	Sep 1, 2019	Sep 1, 2020	Sep 1, 2021	Sep 1, 2022
A	\$15.00	\$18.75	\$22.50	\$26.25	\$30.00
B	\$10.00	\$12.50	\$15.00	\$18.50	\$20.00
C	\$5.00	\$6.25	\$7.50	\$8.75	\$10.00

Youth Groups

Field Category	Sep 1, 2018	Sep 1, 2019	Sep 1, 2020	Sep 1, 2021	Sep 1, 2022
A	\$7.50	\$9.25	\$11.00	\$12.75	\$15.00
B	\$5.00	\$6.25	\$7.50	\$8.75	\$10.00
C	\$2.50	\$3.00	\$3.75	\$4.50	\$ 5.00

MHC Tennis Courts

Category	Sep 1, 2018	Sep 1, 2019	Sep 1, 2020	Sep 1, 2021	Sep 1, 2022
Youth	\$5.00	\$6.25	\$7.50	\$8.75	\$10.00
Adult	\$10.00	\$12.50	\$15.00	\$18.50	\$20.00

The above represents a recommended transition period. The schedule will be amended from time-to-time by the Joint Use Committee (in accordance with 16.1).

SCHEDULE C

CRITERIA FOR USER GROUP

The following has been accepted by the Joint Use Committee as criteria of a User Group for Joint Use Facilities:

1. A City or School approved or operated program/group;
2. Not-for-profit activity;
3. Has activities that are recreational, cultural or educational in nature;
4. Has insurance naming the City and the Board on whose land they are conducting their activities;
and,
5. Falls in line with strategic priorities and values of shared user agreement partners.

And:

Generally has a minimum of 75% City of Medicine Hat residents.

Generally has a minimum of 12 participants per booking.

Provides a current membership roster to the Scheduling Coordinator

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