

## Administrative Procedure 547 Appendix

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### JOINT USE AGREEMENT

#### **SCHOOL - COLLEGE - CITY FACILITIES**

THIS AGREEMENT made in sextuplicate this 20 day of April, 1999:

BETWEEN

THE CITY OF MEDICINE HAT,  
a Municipal Corporation in the  
Province of Alberta  
(hereinafter called the "City")

OF THE FIRST PART

– and-

THE MEDICINE HAT SCHOOL DISTRICT NO.  
76 (hereinafter called the "Public School District")

OF THE SECOND PART

– and -

THE MEDICINE HAT SEPARATE REGIONAL DIVISION  
NO. 20 (hereinafter called the "Catholic School Division")

OF THE THIRD PART

– and -

THE BOARD OF GOVERNORS OF MEDICINE HAT  
COLLEGE (hereinafter called the "College")

OF THE FOURTH PART

WHEREAS the City controls, operates and maintains park and recreational facilities for cultural and recreational purposes, and organizes and administers public recreation programs;

AND **WHEREAS** the City has in the past made certain park and recreational facilities available for use by the parties to this Agreement, provided that there is not a conflict with the operation of the City's cultural and recreational programming;



**AND WHEREAS** the Public School District, the Catholic School Division, and the College (hereinafter collectively referred to as the "Educational Institutions") control, operate and maintain facilities and grounds and in the past have made certain facilities and grounds available for community cultural and recreational purposes, provided that there is not a conflict with the operation of activities of the respective Educational Institutions;

**AND WHEREAS** it is the desire of the City and the Educational Institutions to use their respective facilities for the maximum benefit of the community;

**AND WHEREAS** pursuant to an Agreement dated the 10th day of September, 1982 (hereinafter called the "1982 Agreement"), the City and the Educational Institutions agreed to the allow joint use of certain respective facilities;

**AND WHEREAS** the City and the Educational Institutions agree to continue to allow the joint use of certain facilities on the terms and conditions set out in this Agreement;

**AND WHEREAS** the maximum use of lands and facilities will result in the most economical provision of School, College and City facilities for recreational and cultural programs.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto agree together as follows:

1. Notwithstanding any other provision of this Agreement, each party shall continue to control, operate and maintain their respective facilities.
2. (1) A committee is hereby established consisting of:
  - (a) One board member appointed by each of the respective governing boards of the Educational Institutions, and a councilor appointed by the City's municipal council or their designates;
  - (b) The Chief Executive Officer from each of the Educational Institutions and the City's Commissioner of Public Services or their designates; and
  - (c) The Secretary-Treasurer from each of the Public School District and the Catholic School Division, the Vice-President of the College, and the City's General Manager of Community Development or their designates.

(hereinafter called the "Joint Use Committee")



It is agreed and acknowledged 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.

- (2) The Joint Use Committee shall be responsible to the City and the Educational Institutions for carrying out the following duties:
    - (a) implementing the terms of this Agreement and coordinating all matters related thereto;
    - (b) recommending policies, and developing, adopting and amending regulations as required with respect to the use of grounds and facilities intended for joint use (hereinafter called the "Regulations"); and
    - (c) making recommendations regarding maintenance of jointly used facilities and grounds.
  - (3) All Regulations and amendments thereto must be approved by all members of the Joint Use Committee.
3. (1) The Educational Institutions may, at their discretion, develop, construct, operate and maintain grounds and facilities at their expense and shall make available such grounds and facilities or portions thereof to the City on school days after 6:15 p.m. and until 11:00 p.m., weekends, holidays in accordance with the Joint Use of Recreation Grounds and Facilities Regulations.
  - (2) The City shall be entitled to use of facilities referred to in section 3(1) and portions thereof in the operation of its public cultural and recreational programs operated directly or through the City's Community Development Department in accordance with the Regulations.
4. (1) The City may, at its discretion, develop, construct, operate and maintain at its expense park and recreational facilities, including swimming pools, skating rinks, tennis courts, buildings and other facilities, and such facilities or portions thereof shall be made available to the Educational



Institutions on school days under such conditions as may be determined by the Joint Use Committee.

- (2) The Educational Institutions shall be entitled to use the facilities set out in section 4(1) for their respective programs in accordance with the Regulations.
5. In planning further construction, additions or renovations of grounds and facilities, the Educational Institutions agree, where reasonably practicable, to provide for maximum community use and the City may agree, by separate agreement, to pay all or a portion of the cost of those portions of new facilities or additions to existing facilities which are specifically requested by the City for its own use for cultural and recreational purposes, subject to the required approvals of the City and the Educational Institution involved.
6. The City and the Educational Institutions each agree to maintain in force Comprehensive General Liability insurance coverage in relation to their own operations.
7. Any personal injury (including death) or loss or damage to property resulting from the negligence of any party shall be borne by that party in proportion to its share of the total negligence causing the injury, loss or damage.
8. Any party may terminate this Agreement upon thirty (30) days notice in writing to the other parties.
9. This Agreement is subject to and shall be effective upon approval by governing Boards for the Educational Institutions and Municipal Council for the City. This Agreement supersedes and replaces the 1982 Agreement.



IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

SIGNED SEALED AND DELIVERED  
in the presence of:

THE CITY OF MEDICINE HAT  
APPROVED

*[Signature]*  
Public Services Commissioner

*[Signature]*  
MAYOR TED GRIMM  
*[Signature]*  
ALBERTA  
LARRY P. GODEN, CITY CLERK

APPROVED		INITIALS	DATE
MANAGER		<i>[Signature]</i>	20/04/99
LEGAL		<i>[Signature]</i>	21/4/99
FINANCE		<i>[Signature]</i>	21/4/99
COMMISSIONER		<i>[Signature]</i>	22/4/99

THE MEDICINE HAT SCHOOL DISTRICT

*[Signature]*  
CHAIRMAN

*[Signature]*  
SECRETARY-TREASURER

THE MEDICINE HAT SEPARATE  
REGIONAL DIVISION NO. 20

*[Signature]*  
CHAIRMAN

*[Signature]*  
SECRETARY-TREASURER

THE BOARD OF GOVERNORS OF  
MEDICINE HAT COLLEGE

*[Signature]*  
CHAIRMAN

*[Signature]*  
PRESIDENT



## JOINT USE OF RECREATION GROUNDS AND FACILITIES REGULATIONS

In accordance with the provisions of the Joint Use Agreement (the "Agreement") entered into by Medicine Hat School District No. 76, ("Public School District") Medicine Hat Separate Regional Division No. 20, ("Catholic School Division"), the Board of Governors of Medicine Hat College (the "College") (collectively referred to as the "Educational Institutions"), and the City of Medicine Hat (the "City") for the purpose of promoting maximum and economical use of the park and recreational grounds and facilities owned by the Educational Institutions and the City, the following regulations, designed to facilitate harmonious and desirable use of such grounds and facilities have been approved by the parties of the Agreement.

### **I. USE OF GROUNDS AND FACILITIES**

#### **A. EDUCATIONAL INSTITUTIONS GROUNDS AND CITY GROUNDS**

1. Authorities for the schools within Public School District and the Catholic School Division (hereinafter collectively referred to as the "Schools") and the College shall be responsible for scheduling activities their respective grounds from 8:00 a.m. to 5:00 p.m. on school and college days
2. The City shall be responsible for scheduling activities on City grounds at all times, and on School and College grounds as follows:
  - (a) On school and college days from 5:00 p.m.  
 Exceptions: Scheduled or special School or College activities shall take priority over their grounds. The School and College authorities concerned shall notify the City four (4) weeks in advance of such activities so that the grounds will be available when required by the City.
  - (b) On Saturdays and Sundays (during school terms).  
 Exceptions: As under (a) above.
  - (c) During the non-school months, from July 1st to August 31st except for the College grounds which shall be available from June 1st to August 31st.
3. During the last three weeks of May of each year, School and College grounds may be used by the Schools, both during school and non-school hours for field and track activities. This use will be accommodated under "Exceptions" A.2.(a) of these regulations.



4. To facilitate maintenance of grounds, both the School and City authorities shall make available their schedule of activities to:
  - (a) the School and College grounds supervisors, and
  - (b) the City's Department of Parks and Outdoor Recreation.
5. The parties to this Agreement reserve the right to suspend the use of any grounds, due to adverse weather, that may affect the condition of such grounds, and shall notify the user group of the suspensions as soon as possible.

## **B. SCHOOL/COLLEGE FACILITIES**

1. First priority shall be given to School and College activities.
2. All non-school and non-college activities shall be cleared through the appropriate School, College and City officials.
3. Normally all activities shall have no less than eight (8) participants and shall be under the supervision of a responsible adult.
4. All facilities shall be vacated by 11:00 p.m.
5. Food and beverages shall not be allowed in gymnasias.
6. Abuse of the grounds or facilities will result in cancellation of future activities sponsored by the organization concerned. Restitution for damages must be made by those responsible. (To be included in a User Agreement.)
7. The Educational Institutions shall provide custodial service at their expense during regular working schedules.
8. Activities carried out at times and locations other than those specified in the Joint Use Agreement or these Regulations shall be by special arrangements with the appropriate authority of the facility.

## **C. CITY OWNED FACILITIES**

1. First priority shall be given to City programs and activities.
2. The City shall provide, at its expense, one maintenance, administrative or program staff member during school or college use of:



- (a) pools; and
- (b) ice rinks.

No staff will be provided at any City facility other than those specified in C.2 above. Payment for additional staff requirements will be the responsibility of the user group.

3. School and College activities requiring the use of City cultural and recreational facilities shall, for the times available under the terms of the Joint Use Agreement, submit a "Schedule of Use" to the appropriate City personnel by the following deadline dates:
  - (a) for swimming pools (both outdoor and indoor) - May 15th;
  - (b) for ice rinks - October 15th; and
  - (c) for tennis courts - April 15th.
4. All School and College activities in City cultural and recreational facilities must be supervised by physical education personnel or other School and College officials respectively.
5. Abuse of or damage to City facilities arising out of the activities or programs will result in the immediate suspension of use for the party responsible. Restitution for damages must be made by those responsible. (To be included in a User Agreement.)

## **D. JOINT USE COMMITTEE**

1. The Joint Use Committee shall meet at least once/year, prior to May 31st.
2. Responsibility for hosting the annual meeting at the Joint Use Committee shall be rotated among the parties in the following order:
  - (a) 1997 - City
  - (b) 1998 – College
  - (c) 1999 - Public School District
  - (d) 2000 - Catholic School Division
  - (e) 2001 and thereafter - same order as above.
3. Prior to every annual meeting the host agency shall be responsible for calling, organizing and coordinating a meeting(s) of appropriate field staff from all partner agencies to identify issues and prepare an agenda and recommendations for the Annual Meeting.

## **II. FACILITIES AVAILABLE UNDER '1'HL TERMS OF THE AGREEMENT**





The Educational Institutions' facilities listed below are available for use under the terms of the Joint Use Agreement and these regulations, but are subject to the following conditions:

1. The facilities shall be available if otherwise not scheduled.
2. The facilities may be reserved for Joint Use on a first come first serve basis.
3. If the respective Educational Institutions determine there is a need for additional security or if set up/cleaning cannot be accommodated within regular working schedules, additional charges may be levied with advance notice given to the user group.
4. Joint Use bookings must be made through the respective Educational Institutions' Booking Clerk.

#### **A. MEDICINE HAT COLLEGE**

Space Available for Joint Use (figures in brackets indicate capacity):

Gymnasium (525 seats)  
 Cafeteria (350)  
 Crowfoot Room (125)  
 Unspecialized Classrooms (capacity may vary):

- Exclusions:
1. Student Housing
  2. Theatre
  3. Labs/Shops
  4. Offices
  5. Specialized Classrooms



## B. MEDICINE HAT SEPARATE REGIONAL DIVISION NO. 20

The following facilities are available for use under the terms of the Joint Use Agreement and these regulations:

McCoy High School	gymnasium, grounds and change rooms
Mother Teresa School	gymnasium and grounds
St. Francis Xavier School	gymnasium and grounds
St. Louis School	gymnasium and grounds
St. Mary School	gymnasium, kitchen and grounds
St. Michael School	gymnasium and grounds
St. Patrick School	gymnasium and grounds
<del>St. Thomas Aquinas School</del>	<del>gymnasium and grounds</del>

## C. MEDICINE HAT SCHOOL DISTRICT #76

The following facilities are available for use under the terms of the Joint Use Agreement and these regulations: (figures in brackets indicate capacity)

Alexandra Junior High School	(700)	gymnasium, multi-purpose room and grounds
Connaught School	(500)	gymnasium and grounds
Crescent Heights High School	(900) (630)	east gymnasium and grounds west gymnasium
Crestwood School	(600)	gymnasium, multi-purpose room and grounds
Herald School	(350)	gymnasium and grounds
Medicine Hat High School	(1,000) (1,000)	north gymnasium and grounds south gymnasium
River Heights School	(350)	gymnasium and grounds
Ross Glen School	(600)	gymnasium and grounds



Southview School	(600)	gymnasium, Muttart Hall and grounds
Vincent Massey School	(350)	gymnasium and grounds
Webster Niblock School	(350)	gymnasium and grounds
George Davison School	(600)	gymnasium and grounds
Elm Street School		grounds only
Central Park School		grounds only
Riverside School		grounds only

#### **D. CITY OF MEDICINE HAT COMMUNITY DEVELOPMENT DEPARTMENT**

The following facilities are available for use under the terms of the Joint Use Agreement and these regulations:

1. Ice Rinks (ice surface and public change facilities only)
  - Kimplex
  - Moose Recreation Centre
  - Hockey Hounds Recreation Centre
  - Arena
  
2. Swimming Pools
  - Heights Pool (outdoor)
  - Hill Pool (outdoor)
  - Heald Pool (outdoor)
  - Strathcona Pool (outdoor)
  - Crestwood Pool (indoor), including racquet/squash courts.
  
3. Tennis Courts
  
4. City owned Play Grounds
  
5. Park Area (unless otherwise restricted)
  
6. Cultural Centre

New culture and recreation facilities developed by the City of Medicine Hat will be given consideration for availability under the Joint Use Agreement when operational.



## Administrative Procedure 548

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### PARKING ON SCHOOL PROPERTY

#### Background

The Division provides space at each school for staff parking. Several designated stalls at each school have electrical outlets.

The Division will assess a fee for each designated parking stall with an electrical outlet.

#### Procedures

1. The fee assessed for access to a parking stall with an electrical outlet will be determined by the Secretary-Treasurer and communicated to the schools in June of each year for the upcoming year.
2. School Councils may develop policy on student parking.

Reference: Section 20, 60, 61, 113, 116, School Act

