

**THIS JOINT USE AGREEMENT dated the 9<sup>th</sup> day of DEC, 2014**

**BETWEEN:** The Corporation of the City of Cranbrook  
40-10<sup>th</sup> Avenue South  
Cranbrook, British Columbia  
V1C 2M8  
[owns, operates and maintains City properties]  
*(Hereinafter, referred to as the "City")*

**OF THE FIRST PART**

**AND:** The Board of Education  
School District No. 5, Southeast Kootenay  
940 Industrial Road #1,  
Cranbrook, British Columbia  
V1C 4C6  
[owns, operates and maintains School District properties]  
*(Hereinafter, referred to as the "Board")*

**OF THE SECOND PART**

**Whereas:**

- A. It is a function of the City to construct, operate and maintain parks and recreation lands and properties for parks and recreation purposes and to organize and administer public recreation programs.
- B. It is the responsibility of the Board to develop and deliver educational programs and provide the necessary properties and sites for these programs.
- C. The City and the Board support sharing of publicly funded properties to maximize benefit to students and citizens of the City of Cranbrook.
- D. The City agrees to make City properties available for school activities at times when such use does not conflict with the regular properties operations.
- E. The Board agrees to make school properties available for City administered recreation purposes at times when such use does not conflict with the operation of regular school activities.
- F. Section 23 (1) of the Community Charter and Section 98 (2) of the School Act {RSBC 1996}, provide that the City and the Board may enter into agreements for the purpose of constructing, maintaining, operating or using jointly, or contributing to the cost of the construction, maintenance or operation of facilities for joint board and community use.

NOW THEREFORE, in consideration of the mutual commitment to the shared use of publicly funded properties and covenants hereinafter contained the City and the Board COVENANT AND AGREE as follows:

## **1. Foundations of the Agreement**

### **1.1. City Properties:**

The City grants to the Board the right to use the City properties without property cost, for the purpose of student/school activities. Student/ School activities are generally described as recreation activities that form a component of a schools physical education program, and also include special events such as a school or class swim/skate. City properties and regulations are listed in Schedule A. If additional City personnel are required (i.e.: instructors, lifeguards, custodial, technicians, electricians), the Board will pay the City for the additional costs associated with these personnel. Use of the City's properties will be subject to availability of staff for the event. For booking of City Property School Principals will act on behalf of the Board and the Director of Leisure Services or Designate will act on behalf of the City.

Priorities for the City property use shall be as follows:

- City programs or prior bookings
- School activities
- Community bookings

### **1.2. Board Properties:**

The Board grants to the City the right to use the Board properties without property cost, for the purpose of offering the City of Cranbrook recreation programs for a wide diversity of age groups. Board properties and regulations are listed in Schedule B. If additional Board personnel are required (i.e.: custodial, maintenance, technician), the City will pay the Board for the additional costs associated with these personnel. Use of the Board's properties will be subject to availability of staff for the event. For booking Board property, the Secretary Treasurer or designate will act on behalf of the Board and the Director of Leisure Services or designate will act on behalf of the City.

Priorities for the Board property use shall be as follows:

- School and school district activities
- City recreational programs
- Community Rentals

## **2. Principles:**

- 2.1. The City and the Board shall consult in the planning where adjoining properties and proposed capital projects may affect the others circumstances.
- 2.2. The City and the Board shall consult, where appropriate, in the planning of recreational programs.
- 2.3. The City shall be responsible for the cost of correcting any damages to the school properties or their contents owned by the board resulting from City use of Board properties. Normal wear and tear on properties and equipment is to be expected and is not intended to fall under misuse.

- 2.4. The Board shall be responsible for the cost of correcting any damages to the properties or their contents owned by the City resulting from Board use of City properties. Normal wear and tear on property and equipment is to be expected and is not intended to fall under misuse.
- 2.5. The City and the Board honor their respective organizational cultures, mandate, budget and administrative process.
- 2.6. When difficulties arise between the City and the Board, both shall work together to resolve such difficulties in a respectful way and with a spirit of cooperation and collaboration. Should a dispute arise, regarding the booking of City property it is understood and agreed that the decision of the Director of Leisure Services will be final and binding.
- 2.7. When difficulties arise between the Board and the City, both shall work together to resolve such difficulties in a respectful way and with a spirit of cooperation and collaboration. Should a dispute arise, regarding the booking of Board property it is understood and agreed that the decision of the Secretary Treasurer will be final and binding.
- 2.8. The City and the Board shall make available to each other such information as is necessary to ensure the Principles and Regulations of the Agreement are being observed.
- 2.9. The City and the Board shall work together to ensure that the rights of each are respected and that the Joint Use Regulations (Schedule A and B) are followed. Types of use for both City and Board properties shall be consistent with the policies and regulations of the City and the Board. The City and the Board may establish rules of conduct for the use of their respective properties and communicate those rules of conduct to their respective user groups. Any violation of such rules of conduct shall be reported to the respective party.
- 2.10. Board properties shall not be booked by the City for individual or commercial gain, however the City may include a standard markup on their actual program costs, consistent with those applied to all City community recreation programs.
- 2.11. City properties shall not be booked by the schools for individual or commercial gain.

### **3. Governance**

- 3.1. In order to ensure that the Fundamentals of the Agreement as stated are upheld in the manner required by this Agreement, a Steering Committee will be established consisting of up to two representatives of each Party. These representatives shall have decision-making authority enabling them to adequately administer the Agreement.

Responsibilities of the Steering Committee:

- Interpreting the Agreement
  - Implementing the Agreement
  - Creating awareness of the Agreement within their respective organizations
  - Recommending amendments to the Agreement
  - Evaluating the effectiveness of the Agreement annually
- 3.2. The Steering Committee shall produce and present an annual report to the Parties and ensure that timely updates of accomplishments and activities are communicated.
  - 3.3. The Steering Committee will ensure that the Schedules are accurate and current on an annual basis.

3.4. Changes to policies or practices relating to this Agreement or affecting the use of Joint Use Properties shall be determined in consultation with the Parties.

4. **Term**

This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as:

- One party terminates giving six (6) months notice to the other party of its intention to terminate this agreement; and/or
- Both parties mutually agree to terminate this agreement.

5. **Insurance and Indemnity**

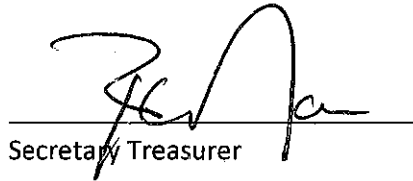
- 5.1. In addition to any other form of insurance, as the Parties may reasonable require against risks, which a prudent owner under similar circumstances and risk would insure, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence in respect to bodily injury personal injury or death. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional insured. The amount and type of insurance to be carried by the Parties may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties shall contain, where appropriate, a severability of interests' clause or a cross liability clause.
- 5.2. It is understood and agreed by the parties that the City shall indemnify and hold harmless the Board and its employees, servants, agents and contractors from any and all claims of the Board, resulting from the City's use and occupation of the Board's properties. The School Board shall, upon receiving notice of any suit brought against it, deliver to the City full particulars thereof and the City shall render all reasonable assistance requested by the Board in their defense.
- 5.3. It is understood and agreed by the parties that the Board shall indemnify and hold harmless the City and its employees, servants, agents and contractors from any and all claims of the City, resulting from the Board's use and occupation of the City properties. The City shall, upon receiving notice of any suit brought against it, deliver to the Board full particulars thereof and the School Board shall render all reasonable assistance requested by the City in their defense.

This Joint Use Agreement entered into on the 9<sup>th</sup> day of DEC, 2014, in  
The City of Cranbrook, in the Province of British Columbia.

In Witness Whereof these presents are executed on behalf of The Board of Education,  
School District No.5 (Southeast Kootenay).

  
Board Chair

Dec 9/14  
Date

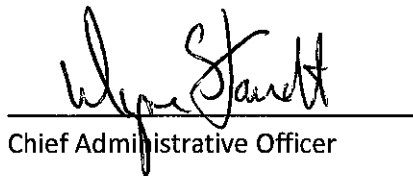
  
Secretary Treasurer

Dec 9/14.  
Date

In witness whereof these presents are executed on behalf of  
The Corporation of the City of Cranbrook:

  
Mayor

Dec 12/14  
Date

  
Chief Administrative Officer

Dec 11/14  
Date

## **Schedule A**

### City of Cranbrook Properties:

- Kinsmen Arena
- Memorial Arena
- Western Financial Place(Aquatic Centre and Arena for Graduation Ceremonies)
- Sports Fields, Parks and Recreation Areas
- Tennis Courts

### 1. Terms and Conditions of Use - City Facilities

#### 1.1 Application for Use

City properties are **NOT** to be used without a rental agreement, signed by the teacher/principal that is responsible and aware of all terms and conditions relating to use of City properties

The rental agreement must indicate the teacher who must attend each and every use of the rental property. Any changes to the signed agreement must be done through the Leisure Services office (i.e. change of evenings, additional use of rooms or equipment, etc.)

When an event necessitates overtime duty by a Board employee, the rate charged will be in accordance with the salary schedule in effect at the time the properties are in use by the organization. No direct payment to Board personnel is to be made by the organization.

#### 1.2 Cancellation

In the event a school wants to cancel their use of a City Facility, the school will notify the City a minimum 48 hours in advance. If the City incurs costs as a result of a late cancellation the Board will be charged back any fees incurred by the City.

The City assumes no responsibility whatsoever for cancellations caused by a City Facility becoming inoperable or unsafe.

#### 1.3 Use of Equipment

No equipment is included in the use of City Facilities. All equipment must be requested on the rental agreement at the time the application for use of the facility is submitted for approval. It is at the discretion of the Director of Leisure Services or designate which equipment will be available for rent.

#### 1.4 Fixtures and Private Property

Board property, or property utilized by external sources, may not be left or stored in a City property without the permission of the Director of Leisure Services or designate.

The City will not be responsible for any such goods on properties.

#### 1.5 Supervision and Clean-Up Charge

Appropriate adult supervision must be provided for all activities in city Facilities. This supervisor will:

- Be present for the duration of the activity.

- Be available to assume supervision of individuals, especially minors, arriving in advance of indicated starting time.
- Make him/her known to the building staff on duty in the building.
- Limit activities to the area assigned to the group and restrict participants to these areas.
- Ensure that specified time is adhered to.
- Inspect the area, replace equipment taken from storage and report any damage or loss immediately to the City.
- Ensure that litter left on the grounds by spectators at a school event/activity is cleaned up.
- Enforce all City regulations that are relevant to the bookings.
- Supervise entrance and adjacent areas to prevent unauthorized persons from entering the area. A City designate may secure the properties after the commencement of activities.

The City reserves the right to determine the suitability of the supervisor and to refuse to continue to permit a group to use the property where the supervision is inadequate or unsuitable.

**1.6 Conditions of Premises**

All premises are used "as is". Users are restricted to the use of the properties as stated on the approved rental agreement. There is no guarantee, expressed or implied, on the part of the City as to safety, suitability, or condition of the premises being used. The User must accept the said premises at their own risk.

**1.7 Restricted Use**

Only areas specifically mentioned in the rental agreement may be used i.e.: When using grounds, access to buildings is not included unless previous approval has been granted.

No structures are to be installed or erected on a City Facility without receiving permission from the Director of Leisure Services or designate.

**1.8 Fire Regulations**

Persons renting school properties must acquaint themselves and comply with municipal fire bylaws and regulations, including capacity of rented area.

**1.9 Facility Access**

1. With the exception of the Aquatic Centre, City Properties will be available for booking Monday to Friday from 8:30 a.m. to 3:30 p.m. during regular school year. The Aquatic Centre is available from September to November and January to May, annually.
  - The Memorial and Kinsmen arenas and Aquatic Centre are considered available for bookings within this Joint Use Agreement. Other areas that schools may use are identified in Schedule A and must be approved by the Director of Leisure Services. A usage fee may apply to offset operational costs.

- City properties excluding fields and parks will not be available for bookings on statutory holidays.
  - The Curling Rink is operated by the Cranbrook Curling Club and is not included in the facilities available to the Board.
  - Bookings during school vacations (i.e.: spring break) are to be considered a special arrangement and can only be made in the context of a school sponsored program. Requests will be made outlining the property, the activity, the dates and times and the names of the teacher/supervisors.
  - All participants must wear helmets and skates when utilizing the ice surfaces. No outside shoes allowed on ice, including during broomball. Students who are not on the ice surface are seated.
2. The use of additional equipment is not included in the booking unless specifically approved. If any stage or production equipment is brought into City Facilities it must be delivered and removed with a minimum of interference to the regular programs. The City assumes no responsibility for the safe keeping of school equipment while on City property. Set-up and takedown of all equipment is the schools' responsibility. It is the responsibility of the school to ensure they adhere to any applicable legislation pertaining to the use of production equipment in a City Facility.

#### **1.10 Aquatic Centre Guidelines**

In August annually, the City will send out an updated information document to all schools, outlining the process for booking skating, class swims, swim lesson information and booking procedure. Generally, the following applies to school swims:

- Any one (1) class with a maximum of thirty students can book a one hour block of time Monday to Friday between the hours of 1pm-2pm OR 2pm-3pm free of charge. During the months of December and June regular charges will apply.
- Any schools wishing to book outside of the indicated day/time frames will be dealt with on an individual basis. Approval will depend on programming already booked into the property on the requested date and must have approval from the Aquatic Coordinator.
- Any other class wishing to book on the same day/time of a previous school booking will be charged at a rate of \$35.00/hr for the first thirty students. An additional rate of \$35.00/hr will be charged for any additional students above thirty.
- The City will administer the aquatic requests equitably between schools.



## **Schedule B**

School District No.5 (Southeast Kootenay) Properties:

- Amy Woodland Elementary
- Highlands Elementary
- Pinewood Elementary
- T. M. Roberts Elementary
- Gordon Terrace Elementary
- Kootenay Orchards Elementary
- Steeples Elementary
- Laurie Middle School
- Parkland Middle School
- Mount Baker Secondary School

## **2. Terms & Conditions**

### **2.1 Application for Use**

- School properties are **NOT** to be used without a signed agreement, which can be obtained from the School Board Office.
- The Rental Application must be signed by the user that is responsible and aware of all terms and conditions relating to rental or school properties. User must be 19 years or older.
- No admission will be granted to a rental group unless the group is able to produce proof of rental at door of property on the first evening.
- The rental form must indicate the responsible adult who must attend each and every use of the rental property where children are involved. Any changes to the signed agreement must be done through the School District office (i.e. change of evenings, additional use of rooms or equipment, etc.)

### **2.2 Continuing Rentals**

Continuing rentals are for the current school year only and the City must reapply annually. The City will provide program requests with the following deadlines:  
Fall Programs – (September to December) – Requests to Board by August 31  
Winter Programs – (January to April) – Requests to Board by November 30  
Spring Programs – (April to June) - Requests to Board by February 28

Requests after these dates will be dealt with on an individual basis. Approval will depend on programs already booked into the property on the requested date.

### **2.3 Payment of Rental Fees**

See Schedule B- 1 for Rental Rates.

### **2.4 Cancellation**

School functions have priority over Rental Agreements. In the event of extraordinary circumstances, the rental agreement may be canceled with no notice upon written direction of the Superintendent of Schools. In the event the City wants to cancel their use of a school, the City will notify the Board a minimum 48 hours in advance. If the Board incurs costs as a result of a late cancellation, the City will be charged back any fees incurred by the Board. A “no show” in the absence of a formal cancellation will result in a review of continuing the rental for the individual or group.

The school district assumes no responsibility whatsoever, if cancellations are caused by power failure, furnace failure, Fire Marshall regulations or other causes beyond the control of the school board. Failure to comply with rental regulations could result in immediate cancellation of the rental. In case of labour disputes (strikes, lock-outs) resulting in the closure of schools, all rentals will be suspended. In the event of such revocation or cancellation, there can be no claim or right to damages or reimbursement on account of any loss, damage or expense whatsoever.

**2.5 Access**

- The City will not have access to areas within the school not requested on the Application to Rent School Properties and shall be denied admission to rented areas prior to or exceeding times indicated on the Rental Application.
- School district staff will not be held responsible for the supervision of City use or their charges (e.g. will not bear the responsibility of program participants until group leaders arrive). The supervising adult must be present prior to admission of children into the school properties.
- Access to school properties may not be gained before 4:00 p.m. on any regular school day unless by special arrangement with the school principal. Where school aged children are participating in a City sponsored program, booking times may be adjusted (e.g.: 3:00 p.m. – 4:00 p.m. after school soccer program).
- Rented properties must be vacated by 10:00 p.m. Occupation past this time may result in charges for additional rental and custodial time.
- The school gymnasium, washroom and change rooms are available for bookings. Classrooms and other areas of schools must be specifically identified and approved by the Secretary Treasurer.

**2.6 Summer Use/Special Arrangements**

Bookings during school vacations, professional development days and non-instructional days are by special arrangements. During the months of July and August the district maintenance and custodial crews are engaged in a concentrated maintenance program in the schools. Therefore, as a general rule, the facilities, excluding grounds, are not available for rental.

**2.7 Use of Equipment**

No equipment is included in the cost of the rental of properties. All equipment must be requested on the application form at the time the application for use of the properties is submitted for approval. It is at the discretion of the principal which equipment will be available for rental. Equipment is available for use in the school only. Access to equipment storage rooms is strictly prohibited unless by special permission of the school principal.

**2.8 Fixtures and Private Property**

Stage decorations or any other private property may not be left or stored in a school without the permission of the principal. The Board will not be responsible for any such goods on properties.

## **2.9 Supervision and Clean-Up Charge**

Appropriate adult supervision must be provided for all activities. This supervisor will:

- Be present for the duration of the rental period.
- Be available to assume supervision of individuals, especially minors, arriving in advance of indicated starting time.
- Make him/herself known to the custodian-in-charge on duty in the building.
- Enforce all school board regulations.
- Supervise entrance and adjacent areas to prevent unauthorized persons from entering the building.
- Limit activities to the area assigned to the group and restrict participants to these areas only.
- Ensure that specified time is adhered to.
- Ensure activity ceases no later than 10:00 p.m.

The Board reserves the right to determine the suitability of the supervisor and to refuse to continue to permit a group to use the property where the supervision is inadequate or unsuitable.

## **2.10 Custodian Coverage**

When an event necessitates overtime duty by a Board employee, the rate charged will be in accordance with the salary schedule in effect at the time the properties are in use by the organization. No direct payment to Board personnel is to be made by the organization.

Use of properties on weekends, statutory holidays and other times where regular custodial staff is not on duty, will be contingent on the availability of custodial staff. Schools with weekend functions should advise the custodial department within five (5) days in order to arrange coverage.

## **2.11 Protection of Floors**

Proper gym shoes must be worn in the Gymnasium. The use of footwear that would damage the floors of auditoriums, gymnasiums or other areas specified in the lease is strictly prohibited. Applications of powdered waxes or other substances to gymnasium floors are strictly prohibited. Use of any activity in the gymnasiums is at the discretion of the Board. This decision will be based on the opinion of the Board as to whether this activity will cause damage to the floors. Gymnasiums will not be rented or used for indoor practice games of lacrosse, softball, slow pitch, baseball, fast ball, grass hockey. Balls for these sports will not be allowed in gymnasiums. Indoor 'soft' soccer balls only will be allowed for soccer practice. Roller blading in the Schools is strictly prohibited.

## **2.12 Condition of Premises**

All premises are rented 'as is'. The City is restricted to the use of the properties as stated on the approved application form. There is no guarantee, expressed or implied,

on the part of the School District or the board as to safety, suitability, or condition of the premises rented. The renter must accept the said premises at their own risk.

**2.13 Use of School Grounds**

All users of school properties, including parking lots, will be required to submit a rental form for authorization. The school board reserves the right to cancel the use of properties on short notice. Such cancellations may be due to the possibility of damage that would be caused by the use of properties during periods of inclement weather. When such inclement weather conditions exist, it is the responsibility of the City to check with the School District on the availability of the grounds. All conditions with respect to use of buildings will apply to use of grounds and in addition the following:

- The City may use grounds, as specified, only on those hours noted on the approved application.
- Water saturated or frozen grounds must not be used FOR ANY PURPOSE.

The Board reserves the right to require temporary changes in time, if necessary, for satisfactory upkeep of the grounds or for school activities. Unless prior arrangements are made, users of grounds are not permitted inside the school buildings for any purposes. Use of alcohol in any form while on school grounds will result in immediate cancellation of the rental agreement. Parking is permitted only in designated areas. The use of the grounds is subject to the user being responsible for any damage to school property during the occupation of the grounds. The City must clean up litter left on the grounds at a city event by spectators and others who may be present. The Board may request a deposit in the amount of \$100 refundable on satisfactory clean-up of the grounds by the users. The City shall not erect structures on school sites without the express permission of the School District.

**2.14 Restricted Use**

Only areas specifically mentioned in the rental contract may be used i.e.: When using grounds, access to buildings is not included unless previous approval has been granted. Showers are available only if specifically approved on the rental form. Elementary school classrooms normally are not rented.

**2.15 School Keys**

School keys will not be issued.

**2.16 Damage, Loss or Theft**

Reports of damage, littering or misconduct resulting from organized use of school properties shall be submitted by the principal to the office of the Secretary Treasurer or the Supervisor of Operations. The City shall be responsible for the cost of repairing any damage occurring during use and/or of replacing any equipment lost or stolen during City use, and shall pay any resultant costs. Failing to pay charges associated with the use of the school will forfeit future privileges. In addition, the Board reserves the right to take appropriate action to recover such costs and charges.

**2.17 Fire Regulations**

Persons renting school properties must acquaint themselves and comply with municipal fire bylaws and regulations, including capacity of rented area.

Schedule B – 1

<b>Rental Rates</b>				
	<b>City</b>	<b>Community Not For Profit Youth</b>	<b>Community Not For Profit Adult</b>	<b>Political Religious Business</b>
<b>Classroom</b>	Joint Use	\$10 Flat Rate per use	\$10/hr	\$20/hr
<b>Gymnasium</b>	Joint Use	\$10 Flat Rate per use	\$20/hr	\$40/hr
<b>Aux Gymnasium</b>	Joint Use	\$10 Flat Rate per use	\$15/hr	\$30/hr
<b>Fields</b>	Joint Use	\$10 Flat Rate per use	\$20/day	\$100/ day
<b>Foods Room</b>	Joint Use	\$50 Flat Rate per use	\$50/hr	\$60/hr
<b>Library</b>	Joint Use	\$10 Flat Rate per use	\$10/hr	\$20/hr
<b>Tennis Courts</b>	Joint Use	\$10 Flat Rate per use	20/day	100/day

Custodian’s hourly rate at the current rate schedule will be charged to all groups if a custodian must be scheduled for use outside of regular custodian hours.

**Rental Equipment:**

Equipment may be requested for use during rental agreement. It must be requested at the time of application. It is at the discretion of the principal from each rental property whether equipment is available for rent. It will depend on the rental terms and length of the contract as to what the equipment rental charges will be.