

# AGREEMENT FOR JOINT USE OF FACILITIES

This agreement made this 25th day of September, 2000

## BETWEEN

**Town of Lacombe**, a municipal corporation in the  
Province of Alberta (hereinafter called the "Town")

OF THE FIRST PART

**Wolf Creek School Division No. 72**, a school  
authority in the Province of Alberta (hereinafter called  
the "Division")

OF THE SECOND PART

**WHEREAS**, both parties agree that the public facilities within the Town of Lacombe should be utilized to its potential;

**WHEREAS**, both parties are desirous of establishing a mutual exchange of public facilities for the benefit of the residents of the Town of Lacombe and the students attending schools within the Town of Lacombe;

**WHEREAS**, both parties are agreeable to pooling all of their respective public facilities in accordance with the provisions of the agreement

**NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:**

## **SECTION 1: GENERAL**

- 1.1 The Town will make available to the Division and its schools, for school use, Town operated facilities such as the Lacombe Sports and Leisure Complex, the Lacombe Memorial Centre, parks and playing fields at no charge subject to such exceptions as may be set out in Schedule "A", if such facilities are not in use for regular community programs or revenue producing functions.
- 1.2 The Division will make facilities within its schools within the boundaries of the Town of Lacombe available for community recreation and culture activities upon approval of the Principal, at no charge, subject to such exceptions as may be set out in Schedule "B".
- 1.3 Activities approved under this agreement are not-for-profit making purposes. The definition of not-for-profit is at the discretion of the parties to this agreement.
- 1.4 The Principals, in the case of the respective school facilities, or the Chief Administrative Officer or designate, in the case of the Town, may at their discretion decline to allow any group or organization the use of the facilities under this agreement if such groups or organizations have exhibited unsatisfactory behaviour in the view of the Principal or the Chief Administrative Officer or designate during prior use of the facilities.

- 1.5 The regular repair and maintenance of any facility and its operational cost is the complete responsibility of the owner of the facility.

## **SECTION 2: FACILITIES TO BE USED**

- 2.1 Under this agreement "School Facilities" shall include:
- i) Gymnasias in the Schools
  - ii) Classrooms in the Schools
  - iii) Auditorium in the Lacombe Composite High School
  - iv) Playing Fields
  - v) Other
    - a) Textiles/Home Ed Lab, Music Room in Lacombe Junior High School
    - b) Library at J. S. McCormick and Lacombe Composite High Schools
- 2.2 "Town Facilities" shall include:
- i) Lacombe Sports and Leisure Complex including the Kinsmen Aquatic Centre, Barnett Arenas #1 and #2, meeting rooms and use with the facility of related equipment and furniture,
  - ii) Lacombe Memorial Centre including the main auditorium, banquet room and kitchen facilities.
  - iii) Michener Recreation Area including ball diamonds, playing fields and track facilities,
  - iv) Kinsmen Ball Park,
  - v) Tennis courts, ball diamonds and soccer fields located on the School's grounds
  - vi) Other parks and playgrounds and such other facilities as may become available
- 2.3 Other facilities within the School which house special equipment or material or are used for special purposes such as libraries, vocation and industrial arts centres, computer labs, science laboratories are not included under this agreement, but may be available for non-school, public use upon arrangement with the respective school's Principal.

## **SECTION 3: WHO MAY USE FACILITIES**

- 3.1 The following may use the School and Town facilities under this agreement:
- i) Community youth groups, minor sports organizations, activities directly organized by Recreation Services
  - ii) Community adult cultural and recreation organizations
  - iii) Students attending the schools of the Division who are under the supervision of a staff member or volunteer approved by the Principal of the Schools or by the Division.
- 3.2 Community adult cultural and recreational organizations may use the School Facilities under this agreement; however, the Division reserves the right to charge a fee for the use of School Facilities by these organizations.

## **SECTION 4: TIME TO BE USED**

- 4.1 School facilities, with the exception of the three classrooms located on the second level of the 1981 Nelson School Addition, may be used when they are not required for school activities or when they are not being cleaned or refurbished.
- 4.2 Town facilities may be used during regular school hours when they are not required for regular scheduled recreation programs, revenue producing functions, cleaning, maintenance or building upgrades or renovations.

## **SECTION 5: BOOKING AND USE OF SCHOOL FACILITIES**

- 5.1 Recreation Services, community youth groups, minor sports organization, community adult cultural and recreation organization are required to complete a booking request form and agreement and submit it to the Principal of the respective school for consideration and approval not less than (2) weeks prior to the time the facility is needed.
- 5.2 The Principal's decision on the request will be made within one week of the Principal's receipt of the application and, if approved, the Principal will sign the booking agreement. Notwithstanding the time frames for the submission of booking requests for the Schools' facilities as set out in Section 5.1, the Schools will endeavour to accommodate booking requests whenever received on a first come first serve basis. Wherever practical youth groups will have priority for bookings.
- 5.3 Bookings for the Easter and Christmas holidays and for July and August must be made four (4) weeks prior to the beginning of the holiday period.
- 5.4 The organization using a school facility shall designate a responsible adult member who shall sign the application form and ensure adequate supervision is provided during the activity. This person shall ensure that the facility is vacated in the same general condition as it was entered.
- 5.5 The Town acknowledges that, during the summer holidays or school breaks, certain school facilities or parts of school facilities may not be available for joint use activities due to maintenance activities or the inability to arrange school staff to allow access to the facility. In such cases, the Principal may, at the Principal discretion, decline to allow the use of the facility under this agreement.
- 5.6 Organizations wishing to use equipment shall enter into an agreement with the school to govern the use of this equipment. This agreement shall outline the compensation for normal wear and replacement of equipment.
- 5.7 Temporary immediate withdrawal of facilities for emergency repairs or purposes may be made with no advance notice. The other party shall be provided with verbal notice within twelve hours.

## **SECTION 6: BOOKING AND USE OF TOWN FACILITIES**

- 6.1 On an ongoing and timely basis, Recreation Services shall provide the Principals with a schedule of the availability of Town Facilities. A request for Town facilities will be made

by June 15 for proposed usage for the upcoming school year. Confirmation of the forgoing shall be made by the schools by September 30.

- 6.2 Town employees shall be in attendance while facilities at the Lacombe Sports and Leisure Complex are being used by the Schools.
- 6.3 Town facilities used by school groups shall also be left in the same general condition as when they entered the facility.
- 6.4 Where the use of equipment has been authorized by the Schools, the Schools shall compensate the Town for any damage incurred beyond normal wear and reasonable use of the equipment.
- 6.5 School groups shall provide adequate supervision based on the type of activity being undertaken (Refer to Schedule "C")
- 6.6 Notwithstanding the time frames for the submission of booking requests for the Town's facilities set out in Schedule "C", the Town will endeavour to accommodate booking requests whenever received on a first come first serve basis.
- 6.7 Further to the available times for the use of Barnett Arenas as outlined in Schedule "C" an extension of use beyond 2:30 p.m. will be allowed if due care is given to the cleanliness of the building to allow Town staff to adequately prepare the facility for users arriving after school use. Schools not adhering to this will have this exception revoked.
- 6.8 Rates for the school use of Town facilities will be reviewed annually and forwarded to the respective Principals/School contacts by June 1 indicating the rates for the following school year.

## **SECTION 7: DISCIPLINE**

- 7.1 The Town and the Division agree to abide by the discipline policy and any other policy established for the safe and orderly use of their respective facilities.

## **SECTION 8: FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- 8.1 The parties to this agreement agree to comply with privacy requirements of Part 2 of the Freedom of Information and Protection of Privacy Act insofar as it applies to the operations and personal information each party has access to, collects, or uses in providing the services under the contract.
- 8.2 The Freedom of Information and Protection of Private Act imposes an obligation on the parties to protect the privacy of the individuals whose information may be involved in meeting contract requirements. The parties will be required to protect the confidentiality

and privacy of each individual's personal information accessible or collected under the contract.

- 8.3 The parties acknowledge that information and records maintained or submitted by the other party may be subject to the protection and access provisions of the Freedom of Information and Protection of Private Act.
- 8.4 If the Division receives a request for any of these records, the Town shall forward the records, at the Town's expense, to the Division. The Town agrees to retain all records for at least one year after the contract expires or is terminated.
- 8.5 If the Town receives a request for any of these records, the Division shall forward the records, at the Division's expense, to the Town. The Division agrees to retain all records for at least one year after the contract expires or is terminated.

## **SECTION 9: REVISIONS TO THE AGREEMENT**

- 9.1 The terms of this agreement may be altered by written consent of the parties. Proposed amendments submitted by either party to the other must be addressed within sixty (60) days of submission.
- 9.2 The Town and the Division pursuant to this agreement will formally notify the other party no later than May 1 of each year of any changes or modifications to the agreement that may be requested.
- 9.3 The parties agree to meet annually on or before May 1 of each year to discuss the present use of the school and town facilities and to discuss more effective facility use.
- 9.4 The resolution of conflicts and any other facility use problems shall be the responsibility of the school principal (or designate) and the Town Assistant Chief Administrative Officer (or designate). In the event that the respective administrators are unable to achieve a resolution of said problem(s), the responsibility for resolution shall become the responsibility of the Town Council and Board of Trustees.

## **SECTION 10: INDEMNITY**

- 10.1 Each party to this agreement hereby agrees to indemnify and hold harmless the other party, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly, out of any act or omission of the indemnifying party's employees or agents.
- 10.2 The Division shall be responsible for and indemnify the Town against any and all loss or damage to the Town's property arising out of the Division's performance of the agreement and that of Division's employees or agents.
- 10.3 The Town shall be responsible for and indemnify the Division against any and all loss or damage to the Division's property arising out of the Town's performance of the agreement and that of Town's employees or agents.

**SECTION 11: TERMS OF THE AGREEMENT**

- 11.1 This agreement shall be for a term commencing September 1, 2000 and terminating August 31, 2001, and shall renew automatically from year to year unless terminated as provided hereafter.
- 11.2 If either party wishes to terminate this agreement, six (6) month's notice shall be given to the other party on or before December 31<sup>st</sup> to be effective June 30 in the year next following.
- 11.3 It is agreed that failure on the part of the Town to conform in whole or in part to any of the conditions of this agreement will entitle the Division to terminate this agreement forthwith.
- 11.4 It is agreed that failure on the part of the Division to conform in whole or in part to any of the conditions of this agreement will entitle the Town to terminate this agreement forthwith.

**IN WITNESS** whereof the parties hereto agree to the foregoing this 25th day of September, 2000.

**TOWN OF LACOMBE**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

**WOLF CREEK SCHOOL DIVISION No. 72**

\_\_\_\_\_  
Chair (or designate)

\_\_\_\_\_  
Secretary-Treasurer

**SCHEDULE "A"**

**TOWN OF LACOMBE  
RECREATION FACILITIES  
FACILITY AVAILABILITY AND FEES**

Area/Facility	Available	When not available	Fees										
<b>Kinsmen Aquatic Centre</b>	<p>Dates: Sept. 1 – Dec 15, 2000 Jan. 14 – June 30, 2001 Sept. 1 – Dec. 17, 2001</p> <p>Days &amp; Times: Mon. Wed. &amp; Fri 9:00 am – 11:00 m 1:00 pm – 3:30 pm</p> <p>Tues. &amp; Thurs. 9:00 am – 12 noon 1:00 pm – 3:30 pm</p>	<p>During regular scheduled community programs</p> <p>Days &amp; Time: Mon., Wed., Fri 11:00 am – 1:00 pm</p> <p>Tues. &amp; Thurs. 12 noon – 1:00 pm</p>	<p><b>Leisure Swims</b> \$15.00/hr/lifeguard*</p> <table> <tr> <td>0 – 39 Students</td> <td>\$15.00/hr*</td> </tr> <tr> <td>40 – 79 Students</td> <td>\$30.00/hr*</td> </tr> <tr> <td>80 – 119 Students</td> <td>\$45.00/hr*</td> </tr> <tr> <td>120 – 159 Students</td> <td>\$60.00/hr*</td> </tr> <tr> <td>160 – 199 Students</td> <td>\$75.00/hr*</td> </tr> </table> <p><b>Instructional Classes (Lessons &amp; Fitness)</b> \$15.00/hr/lifeguard + \$2.50 per participant for materials and badges *</p> <p>*Plus GST</p>	0 – 39 Students	\$15.00/hr*	40 – 79 Students	\$30.00/hr*	80 – 119 Students	\$45.00/hr*	120 – 159 Students	\$60.00/hr*	160 – 199 Students	\$75.00/hr*
0 – 39 Students	\$15.00/hr*												
40 – 79 Students	\$30.00/hr*												
80 – 119 Students	\$45.00/hr*												
120 – 159 Students	\$60.00/hr*												
160 – 199 Students	\$75.00/hr*												
<p><b>Arenas</b></p> <ul style="list-style-type: none"> <li>- Barnett #1</li> <li>- Barnett #2</li> </ul>	<p>Dates: Oct. 13 – Mar. 24</p> <p>Days &amp; Times: Mon., Tues., Thurs., Fri 9:00 am – 2:30 pm</p> <p>Wed. 12 noon – 2:30 pm</p>	<p>During regular scheduled community programs: Mon. 12 noon – 1:00 pm Thurs. 1:30 – 3:00 pm Fri. 12:00 noon – 1:30 pm</p> <p>During regular maintenance - -Wednesdays (9:00 am – 12 noon)</p> <p>During pre-booked revenue generating bookings</p>	<b>No charge</b>										
<p><b>Arenas - Non-ice</b></p> <ul style="list-style-type: none"> <li>- Barnett #1</li> <li>- Barnett #2</li> </ul>	<p>Regular School Activities</p> <p>Dates: Sept 1 – Sept 15 May 1 – June 30</p> <p>Days &amp; Time : Mon., Tues., Wed., Thurs., Fri. 9:00 am – 2:30 pm</p>	<p>Will not be available prior to and following major community events for set up and cleanup (ie. Rodeo, Bull 'O Rama, Trade Fair, Car Show etc.)</p> <p>Back Ice surface may not be available depending on success of the skateboard park</p>	<b>No charge</b>										
	<p>Graduation - available two days prior to event for set up</p>		<b>No charge</b>										
<b>Lacombe Memorial Centre</b>	<p>Dates: Sept. 1 – June 30</p> <p>Time: During schools hours Evenings</p>	<p>Thursday, Friday, Saturday, Sunday</p> <p>Or when booked for community functions</p>	<ul style="list-style-type: none"> <li>- No charge for student use on Monday, Tuesday and Wednesday.</li> <li>- 50% of standard rental fee Thursday and Sunday</li> <li>- Full rates Friday and Saturday.</li> </ul>										
Area/Facility	Available	When not available	Fees										

<b>Tennis Courts</b>	Anytime		<b>No charge</b>
<b>Ball Diamonds</b>	During school hours		<b>No charge</b>
<b>Soccer Pitches</b>	During school hours		<b>No charge</b>
<b>Running Track</b>	Anytime		<b>County Track Meet: \$100</b> (group responsible for own lining etc)

**SCHEDULE "B"**  
**WOLF CREEK SCHOOL DIVISION NO. 72**  
**LACOMBE SCHOOLS**

SCHOOL	FACILITIES AVAILABLE	AVAILABILITY	FEES
	Unless otherwise indicated school facilities are available evenings and weekends during the school term unless required for school activities		If custodial clean-up is required an additional \$25.00 per hour will apply to the following fees.
<b>J.S McCormick</b>	Gymnasium		*Youth Groups: No charge Adult Groups:
	Sports Fields		
	Library		*Youth Groups: No charge Adult Groups:
<b>Nelson School</b>	Gymnasium	Priority to school groups followed by Scouting organization	*Youth Groups: No charge Adult Groups:
	Upstairs Kitchen	Scouting Groups only	
<b>Lacombe Upper Elementary School</b>	Gymnasium	Priority will be given to other schools and youth groups.	*Youth Groups: No charge Adult Groups:\$10.00 for first hours and \$5.00 for each additional hour or portion thereof
<b>Lacombe Junior High School</b>	Gymnasium		
	Classrooms (13)		
	Sports Fields		
	Textiles/Home Ed Lab		
	Music Room		
<b>Lacombe Composite High School</b>	Gymnasium		Adult Groups: \$5.00/hr
	Classrooms (4)		Adult Groups: \$2.00/hr
	Room 226-Computer	For CLLLA Courses	
	Ball Diamonds		
	Library		
	Auditorium		Adult Groups: \$5.00/hr

**Definition:**

\*Youth Groups – programs/activities offered to school age children and those organizations meeting for the primary benefit of youth

## **ADDITIONAL FEES**

If the custodian is required to open and/or close the building or clean-up after the event the following schedule will apply:

Opening School:	\$25.00
Closing School:	\$25.00
Custodial Work:	One hour is included in the open/close fee. If Custodial clean-up takes longer than 1 hour, an additional fee of \$25.00/hour will be applied.

## SCHEDULE "C"

### SCHOOL USE OF TOWN FACILITIES CONDITIONS OF USE

1. The Town will make available to the schools for school use, Town operated facilities between 6:00 am and 3:30 pm if such facilities are not in use for regular community programs, revenue producing functions, regular on going maintenance or are not being cleaned or refurbished.
2. A request for Town facilities will be made upon the completion of a booking agreement for proposed usage for the upcoming year by the following dates:  
  
Arena requests:            June 15 of the previous school year  
Pool requests:             June 15 of the previous school year  
  
The school shall confirm bookings of Town facilities by September 30.  
  
Requests for Town facilities other than the arenas and pool shall be made at least two weeks prior to date requested.
3. The Town reserves the right to change a school booking provided adequate notice is provided.
4. Town Facilities used by school groups are to be left in the same general condition as when the school group entered the facility.
5. All school groups shall enter and exit the building from the west entrances.
6. Where the use of Town equipment has been authorized by the Schools, the Schools shall compensate the Town for any damage incurred beyond normal wear and reasonable use of the equipment.
7. Students attending Lacombe Schools and accessing Town Facilities must be under the supervision of a staff member and/or volunteer approved by the Principal of the School at all times.
8. The School will provide adequate supervision of those individual students not participating with the class in the pool or on the ice. Only those students who are in the class booking the facility will be allowed in the facility.
9. At the Kinsmen Aquatic Centre to assist the Recreation Services staff, the schools shall provide 1 teacher to accompany each group of children at the Aquatic Centre at all times who will supervise on deck and in the change rooms. **Additional** supervision should be provided as per the following recommended levels of supervision:

<b>Grade</b>	<b>Number of Supervisors to Accompany Children in the Water</b>
<b>Grades K- 1</b> (includes Special Needs)	1 parent/supervisor for every 6 children  If using the teach pool only: 1 parent/supervisor for every 10 children
<b>Grades 2 – 4</b>	2 – 3 parents/supervisors per class
<b>Grades 5 – 12</b>	Not required

9. Students will not be allowed access to the facilities without supervision and should arrive at the facility not more than 10 minutes prior to time booked.
10. Town of Lacombe staff have the right to request that an individual student leave the facility for inappropriate behaviour. Notice of such action will be provided to the school principal and/or school contact.
11. Town employees shall be in attendance while facilities at the Lacombe Sports and Leisure Complex are used by the schools.
12. The Town of Lacombe will make the arena available to Lacombe Composite High School annual graduation ceremonies at no cost. The School is responsible for all necessary set up for the event and clean up following the event.

## **SCHEDULE “D”**

### **COMMUNITY USE OF SCHOOL FACILITIES CONDITIONS OF USE**

#### **POLICY**

The need for the use of school facilities and equipment for non-school activities that cannot be reasonably accommodated elsewhere in the community is recognized. Therefore the Lacombe Schools approve the use of school facilities and equipment for educational and recreation use by the community when the facilities are not used for school programmed activities.

#### **REGULATIONS**

1. The Principal, in consultation with the Custodian, will authorize the use of school facilities and equipment by local community organizations. This authority will be exercised in accordance with the conditions of the Joint Use agreement with the Town of Lacombe.
2. All applications for use of school facilities and equipment shall be submitted by the Organization to the School Principal.
3. Organizations using the school facilities may charge a nominal fee to defray costs, but not for fundraising purposes.
4. The organization using the facilities shall be held responsible to ascertain that appropriated footwear is worn, and that footwear and equipment is not injurious to any floors.
5. The organization using the facility shall be held responsible for any damage to or loss of property.
6. All groups or organizations wishing to make use of the schools should supply their own equipment for activities in which they will participate.
7. If use of school equipment, such as sports equipment, tools, or projectors is desired by an organization, a special request must be made to the Principal who is authorized to approve or disapprove of such use.
8. Floor hockey is not permitted.
9. In the event of a schedule conflict between an applicant and a school activity scheduled by the Principal, the school program shall have priority.
10. The school has the right to withdraw or deny the use of the school by any organization or group.

11. Storage of non-Division owned equipment by an community organization is to be discouraged. However, if compatible space is available, an organization may in consultation with the Principal and Custodian, be designated a limited amount of storage space. Maximum insurance coverage on personal property is \$250. Caution must be taken to avoid any violation of Fire Regulations.
12. Youth activities must be supervised by an adult or adults.
13. The use of facilities shall be authorized for a special area and time. The organization shall be responsible to see that unauthorized portions of the building are not entered and that the building is vacated at the time scheduled.
14. Smoking is not permitted in school buildings.
15. The organization shall be responsible for proper restoration of facilities and replacement of equipment etc.
16. A Custodian or suitable person designated by the Principal and Custodian shall be responsible to open and close the school and shall remain therein during the activity to assure that an authorized person do not enter the building.
17. The organization using the facility must provide janitorial service if the use warrants it.
18. Weekday evening activities shall conclude with all participants vacating the premises on or before 10:30 p.m and 5:30 p.m. on Sundays.
19. Use of school facilities during Easter, Christmas, and summer recesses should be approved only after consultation with the Maintenance Supervisor.
20. In the case of adult user groups or groups outside the community of Lacombe a fee as per Schedule "B" will be charged for the use of the facilities. The person signing the booking agreement will be responsible for the collection of the rental fees and payment in full to the school principal at the time of approval.