

FACILITIES JOINT USE AGREEMENT

This Agreement is entered into this 9 day of FEBRUARY, 2022.

BETWEEN

THE BOARD OF TRUSTEES OF BLACK GOLD SCHOOL DIVISION

(Representing Beaumont Schools;
Hereinafter Referred to as "the Schools")

- AND -

THE CITY OF BEAUMONT

(Hereinafter Referred to as "the City")

WHEREAS, the parties hereto recognize the responsibilities vested in them to efficiently operate and maximize the use of the public facilities within their jurisdiction;

NOW THEREFORE, this Agreement witnesses that each of the parties hereto agree as follows:

1. All Beaumont schools may utilize City facilities at no cost and the City may utilize all school facilities at no cost, subject to the terms of this Agreement.
2. The City agrees to book and utilize school facilities only for City sponsored programming, workshops, community engagement opportunities, and events.

The Schools agree to book City facilities only for school programs, including extra-curricular activities, during school operating days and hours. Further, the Schools agree that affiliated groups (i.e., parent associations, teachers' groups, etc.) will not book City facilities under the terms of this Agreement.

School rental time frame for City of Beaumont facilities are: 8:30 am – 4:00 pm Monday to Friday.

Extracurricular activities on Beaumont fields and outdoor spaces is between 4:00 pm - 6:00 pm Monday – Friday. Allocated user group rentals will not be bumped or cancelled for Black Gold school use.

Beaumont rental time frame for school facilities are: 6:00pm-10:00pm pm Monday to Friday.

3. Both the City and the Schools agree to give a minimum of two weeks (14 days) notice if they wish to book their own facilities, causing the other party to be "bumped". The Schools agree to "bump" only for the school use as outlined in Clause 2.
4. Both the City and the Schools agree to give a minimum of two weeks (14 days) notice for any cancellation of bookings, unless it is beyond the reasonable control of the party.

5. Each of the parties agree they are responsible to provide their own supervision and minor clean-up (leaving the facility as it was found) when using the other party's facilities. Each party is responsible to maintain an account in good standing to provide workers compensation coverage for such workers, where required under the *Workers Compensation Act* (Alberta).
6. Both the City and the Schools agree to provide complete janitorial services as required in their own facilities.

7. Insurance

Both parties shall, at their own expense and without limiting their liabilities provide and maintain the below listed insurance coverage in compliance with the Insurance Act of Alberta, with carriers, on forms and with coverage endorsements satisfactory to the other party in its sole discretion.

- a) Commercial general liability insurance (including premises/operations liability, contractors liability, contractual liability, products liability, completed operations liability, broad form property damage liability, personal injury liability, and extended bodily injury and death coverage) in a minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate combined single limit for bodily injury or death, personal injury or property damage.

The insurance policies mentioned above are to contain, or be endorsed to contain, the following provisions:

- a) Both parties shall have the required insurance in full force and effect prior to execution of this Agreement and shall provide the other party with evidence satisfactory to the other party of all required insurance in the form of the Certificate of Insurance.
- b) The insurance to be maintained by each Party shall list the other Party as an additional insured.
- c) All required insurance shall be endorsed to provide the other party with 30 days advance written notice of cancellation.
- d) Both parties shall require and ensure that each subcontractor provide evidence of comparable insurance to that set forth in the insurance requirements section of the contract and shall provide evidence of same to the other party upon request.

8. Indemnity

Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold the other Party (the "Non-Indemnifying Party") harmless from all loss, cost, expense, judgment or damage on account of injury to persons, including personal injury, death and damage to property, in any way caused by the negligence of the Indemnifying Party, its servants, subcontractors, agents or employees, which relates to (or arises out of) programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the Non-Indemnifying Party in defending any legal action pertaining to the above.

9. The terms of this Agreement are not applicable during Fall Break, Spring Break, Christmas and Summer holidays as those terms are defined by either one of the parties.

10. Facilities available in this agreement:

The City agrees that the following recreation facilities will be available for booking by the Schools for school programs at no charge:

- Ken Nichol Regional Recreation Centre (KNRRC)
 - o Hockey Arena (Excluding Curling Arena)
 - o Multi-Purpose Rooms
- Playing Fields
- Tennis Courts
- Four Seasons Park
- Outdoor Rinks
- Outdoor Turf Field
- Beaumont Sports and Recreation Centre (BSRC)
 - o Arena
 - o Fieldhouse
 - o Gymnasium
 - o Multi-Purpose Rooms

Rental of spaces listed above come at no cost, but if the school's request an instructor through the City, the charge of the instructor will be compensated by the school.

All City policies & procedures as listed on Beaumont website are in effect during school bookings. Ratios, supervision, age requirements, and etc. Any significant changes to policies & procedures that impact the schools will be communicated to Black Gold School Division.

Priority for bookings as per the Facility Allocation Policy remain in place. School bookings will not replace/take space from spontaneous or drop in bookings.

Schools can utilize available equipment during bookings. Schools are also encouraged to bring their own equipment to ensure there is enough for activity. Schools are to report any broken or unusable equipment to BSRC staff once discovered. Storage is not available prior or post rental times.

Restriction periods for schools using the Beaumont Sports and Recreation Centre:

- Facility Maintenance
- Recreation Programming
- Special Events

The Schools agree that the following school facilities will be available for booking by the City for programs at no charge:

- Gymnasiums
- Classrooms (as determined by each school principal)
- Atriums

All Black Gold School Division policies & procedures are in effect during City bookings. In particular, Administrative Procedure 548 Community Use of School Facilities, which specifies priority for community use of school facilities, available hours, group leader responsibilities and other procedures directly related to use of the school facilities. Any significant changes to policies & procedures that impact community use will be communicated to the City.

11. Terms of Agreement

The term of this agreement shall be for the period commencing _____, 2022 and continuing each year thereafter until terminated.

- 11.1 The term of this agreement shall be in force in perpetuity or until such time as either party provides notice to terminate. Either party may terminate this agreement at any time upon one year's notice in writing to the other party.
- 11.2 Upon termination of this agreement for any reason whatsoever, either party may, in its complete discretion, immediately cease the provision of all services under this agreement.
- 11.3 If either party cannot provide access to its facilities, or any one of its facilities, by reason of any fire, explosion, war, riot, strike, lockout, walk out, labour dispute, flood, shortage of water, power, labour, transportation facilities or necessary materials or supplies, default or failure of carriers, pandemic, disease, breakdown in or the loss of any real property or equipment, act of God or public enemy, any law, act or order of any court, board, government or other authority of competent jurisdiction, or any other direct cause beyond its reasonable control, then that party shall not be liable to the other party during the period and to the extent of such inability or failure.
- 11.4 Either party shall be entitled to suspend its own obligations under this Agreement, where reasonably necessary to comply with an order, directive or recommendation of any Government Authority related to a Disease Pandemic, due to changes to the Disease Pandemic Guidelines, or any combination of thereof. If one party suspends its own obligations, the other party would have the option to suspend its obligations as well.
 - 11.4.1 **"Disease Pandemic Guidelines"** means all guidelines and regulations published by the Government of Alberta and any other relevant Government Authority regarding mitigation measures taken to reduce transmission of a Disease Pandemic as may impact the provision of services and facility access under this agreement.
 - 11.4.2 **"Disease Pandemic"** means any disease which is considered to be: a global pandemic by the World Health Organization; a national pandemic by the Federal Government, or a provincial pandemic by the Government of Alberta.
 - 11.4.3 **"Government Authority"** means the Federal Government of Canada and the Provincial Government of Alberta, including the legislative, executive, and judicial branches thereof, and includes all governmental agencies and regulatory bodies established by such authorities. It does not include the City of Beaumont.
- 11.5 Neither party shall be entitled to any reimbursement of any costs, losses (including lost profits), expenses or any other form of damages incurred as a result of a suspension pursuant to article 11.4.
- 11.6 Either party may suspend this agreement, effective immediately, if the other party is in default of its obligations under this Agreement, upon providing written notice to the defaulting party. The suspending party must provide written notice to the other party and an opportunity to cure the default.

12. Dispute Resolution

In the event of a disagreement, dispute of service(s) or this agreement both parties are to follow the chain of command to The Director of Community Services for the City of Beaumont and Associate Superintendent – Business & Finance for Black Gold School Division.

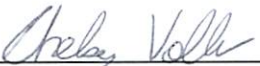
IN WITNESSETH WHEREOF, the parties hereto have affixed their hands and seals by their authorized officer the day and year first above written.

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

BOARD OF TRUSTEES OF BLACK GOLD SCHOOL DIVISION



Chair of the Board



Associate Superintendent – Business & Finance

CITY OF BEAUMONT



Mayor



CAO

