MEDICINE HAT PUBLIC BOARD OF EDUCATION OPERATES AS MEDICINE HAT PUBLIC SCHOOL DIVISION, AND FOR THE PURPOSE OF THIS DOCUMENT WILL BE REFERRED TO AS "MHPSD" AND/OR "DIVISION"

SECTION 800 – Facilities and Transportation

ADMINISTRATIVE PROCEDURE - EXHIBIT: JOINT USE AGREEMENT

EXHIBIT CODE:	800 E 002
Policy Reference: 800 – Facilities and Transportation	Procedure Code Reference: 800 AP 002 – Use of School Facilities

EXHIBIT

See below for agreement.

Revised: September 27, 2017

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

- "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.

11. JOINT USE OPERATING COMMITTEE

- 11.1 A committee is hereby established consisting of:
 - (b) one (1) or two (2) member(s) appointed by each of the respective Parties.
 - (hereinafter called the "Joint Use Operating Committee").
- 11.2 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.
- 11.3 The Joint Use Operating Committee shall be responsible to the City and the Educational Institutions for carrying out the following duties from time to time during the course of the Agreement:
 - (a) Implement the terms of this JUA and coordinating all matters related thereto;
 - recommend changes as required with respect to the use of Facilities under this JUA;and,
 - (c) make recommendations regarding maintenance of jointly used Facilities.
- 11.4 All recommendations thereto must be approved by the Joint Use Committee.

12. INDEMNIFICATION

12.1 Each Party shall indemnify, defend and hold the other Parties harmless from and against any and all costs and expenses (including legal costs), claims, damages, liabilities, actions, causes of action and losses including any and all loss of or damage to property and any and all injuries and loss of life, which in each case arise out of or are caused by, any breach of this Agreement or any unlawful act or any negligent act or negligent omission, by such indemnifying Party in connection with this Agreement. Notwithstanding the foregoing, no Party shall be required to indemnify the other Parties to the extent any such damage or losses arise out of or are caused by a breach of this Agreement or any unlawful act or any negligent act or negligent omission by such other Party or any third party. This section shall survive the termination of this Agreement for a period of three years.

13. INSURANCE

13.1 Each Party shall at all times during the Term of this Agreement place and maintain with an insurer licensed in Alberta Comprehensive General Liability Insurance covering claims for personal injury, death or property damage occurring in or about the facilities owned by each such Party to which this Agreement applies and covering claims for which such Party is in law

responsible to a limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive per occurrence, and insuring or including:

- (a) Non-owned automobile insurance (including contractual liability);
- (b) Participants Liability;
- (c) Personal injury;
- (d) Blanket contractual liabilities (including liabilities assumed under this Agreement);
- (e) Cross Liability;
- (f) Each other Party to this Agreement as an Additional Insured;
- (g) Underground property damage;
- (h) Incidental medical malpractice;
- (i) Volunteers as additional insureds; and,
- (j) Products and completed operations
- 13.2 Each Party shall also maintain Standard Automobile Policy Owners Form (SPF1) Insurance covering all automobiles owned or leased by such Party with a limit of liability applying to Third Party Liability of not less than \$2,000,000.00.
- 13.3 The insurance coverage set out in sections 13.1 and 13.2 shall be primary and non-contributing to any insurance coverage the Party carries. The foregoing policies shall contain a clause prohibiting cancellation or reduction of coverage or limits without 30 days prior written notice being provided to the Party. Each Party with primary insurance coverage on any facility to which this Agreement applies shall, in the event of any event of claim of insurable loss, take the lead on handling the claim and pay the deductible related to the reporting, investigating, making, processing and settlement of each such claim.
- 13.4 The Parties to this Agreement may, at their absolute discretion review and revise the foregoing insurance provisions during the term and, upon unanimous request by the Parties, any or all Parties shall provide additional insurance or increased limits of liability for the Parties insurance if this is deemed necessary. If requested by any Party, the Parties will provide an explanation for any additional insurance requirement.

14. SANCTIONS

14.1 Party Conduct Invoking a Sanction

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 many 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

- 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

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

CITY	OF	MED	ICINE	HAT
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on this A day of 50 th, 20

MAYOR – Keith E. (Ted) Clugston

CITY CLERK – Angela Cruickshank

MEDICINE HAT CATHOLIC BOARD OF EDUCATION

on this 6 day of 0 ct , 2017.

Per: Mr. Richard Mastel

Title: Board Chair

Per: Mr. Greg MacPherson

Title: Secretary Treasurer

MEDICINE HAT COLLEGE

on this _____ day of ______, 20____

Per: Dr. Denise Henning

Title: President/ CEO

Per: Mr. Wayne Resch

Title: Vice-President, Administration & Finance

Chief Administrative Officer

MEDICINE HAT PUBLIC SCHOOL DISTRICT NO. 76

on this 10 day of ________, 2017.

Per: Mr. Rick Massini

Title: Board Chair

Per: Mr. Jerry Labossiere

Title: Secretary Treasurer

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

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.

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 CentreMethanex 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
Family Leisure Centre—NW Soccer		fields, washrooms and
Family Leisure Centre—SW Soccer		concession
Gillwell North Soccer		
Gillwell South Soccer	- C	
Ross Glen Town Centre Soccer	В	Concession, washrooms, playground, and waterpark
South Ridge Park Soccer	В	
Family Leisure Centre – Canadian Fertilizer SE		
Family Leisure Centre – Cancarb SW	^	Slaw nitch Diamands
Family Leisure Centre – Knights of	A	Slow pitch Diamonds
Columbus NE		
Family Leisure Centre – Lion's club NW		
Moose Community Ball Complex	А	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'	Hockey, Figure Skating, Public,
	Seating for 4,006	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		Indoor
Crestwood		Indoor
Heights	NI/A	Outdoor
Hill	N/A	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:
		One large field with the capacity
		to split into 3 turf fields – soccer,
Fieldhouse	Regulation size	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	В	471 m ²
Connaught School	D	334 m ²
Crestwood School	В	446 m ²
George Davison School	В	460 m ²
Herald School	D	218 m ²
River Heights School	С	439 m ²
Ross Glen School	В	421 m ²
Southview School	В	447 m ²
Vincent Massey School	С	440 m ²
Webster Niblock School	С	440 m ²

Fields:

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

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

Multi-purpose Rooms:

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

Ball Diamonds

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

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	Α	782.9 m ² South Gym
(Sep-Oct & Apr-Jun)		
Monsignor McCoy High School Auxiliary	D	252.9 m ²
Mother Teresa School	С	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	С	383 m ²
St. Thomas Aquinas School	D	207 m ²

Fields:

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

Ball Diamonds

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

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

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	Α	U-12 Soccer
MHC North #2	А	U-12 Soccer

Fields (Fall)

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

Tennis Courts

Name	Comments	
MHC College	4 courts	Tennis

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
А	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00
В	\$15.00	\$18.75	\$22.50	\$26.25	\$30.00
С	\$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
А	\$10.00	\$12.50	\$15.00	\$17.50	\$20.00
В	\$7.50	\$9.25	\$11.00	\$12.75	\$15.00
С	\$6.25	\$7.75	\$9.25	\$10.50	\$12.50
D	\$5.00	\$6.25	\$7.50	\$8.75	\$10.00

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PLAYING FIELDS & BALL DIAMONDS:

Adult Groups

Field Category	Sep 1, 2018	Sep 1, 2019	Sep 1, 2020	Sep 1, 2021	Sep 1, 2022
А	\$15.00	\$18.75	\$22.50	\$26.25	\$30.00
В	\$10.00	\$12.50	\$15.00	\$18.50	\$20.00
С	\$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
А	\$7.50	\$9.25	\$11.00	\$12.75	\$15.00
В	\$5.00	\$6.25	\$7.50	\$8.75	\$10.00
С	\$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