

Village of Hines Creek Council Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	January 08, 2019
Originated By:	Karen Young, Executive Assistant
Title:	Agreement with PRSD and Village of Hines Creek Review
File:	0113

BACKGROUND/PROPOSAL:

The Village of Hines Creek has two agreements in place with Peace River School Division that pertain to use of facilities and one agreement to appoint a Regional Recreation Board to be known as the Hines Creek and District Recreation Board.

1. Facility Joint Use Agreement dated April 09th 2003

Which is the agreement to establish a fitness center within the available space at the Hines Creek Composite School. This agreement allowed for use of the gymnasium, mezzanine, washrooms/shower rooms and connecting hallways and stairwells.

See in the attached agreement the particulars of this agreement such as access, insurance, maintenance, janitorial and utilities.

2. Fairview School Division #50 and Hines Creek and District Recreation Board Joint Usage Agreement – date unknown

Which is the agreement between the Fairview School Division #50 and the Hines Creek and District Recreation Board. This agreement allowed for school and grounds to be at the disposal of the Hines Creek and District Recreation Board during the hours when they are not normally in use, without charge and in turn the Hines Creek and District Recreation Board to grant access to Village facilities except facilities which are rented to private clubs e.g. Curling Club to be placed at the disposal of the school for instruction purposes during school hours, without charge.

3. Agreement between the Municipal District of Clear Hills No. 21 and The Village of Hines Creek – dated March 09, 2004

Is the agreement in place between Clear Hills County and the Village of Hines Creek to appoint a “Regional Recreation Board” to be known as the Hines Creek and District Recreation Board to foster, create and operate recreation programs and services within the cooperating municipalities.

RECOMMENDED ACTION:

Initials show support- Reviewed by:	Manager:	C.A.O.	<i>kyw</i>
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FACILITY JOINT USE AGREEMENT

This Agreement made this 7th day of April, 2003

BETWEEN:

Peace River School Division No. 10 (hereinafter called "the Division")

of the first part

and

The Village of Hines Creek in the Province of Alberta, (hereinafter called "the Society")

Village *SKA3*
ED

of the second part

WHEREAS, businesses, organizations and individual members of the Hines Creek Community have expressed interest in establishing a fitness center, and

WHEREAS, the Division and the Village wish to enter into an agreement for use of available space in the Hines Creek Composite School for the purpose of developing a Community Fitness Centre.

NOW THEREFORE, the Parties to this Agreement, in consideration of the promises and mutual terms, covenants and conditions to be observed and performed by each party, agree as follows:

Lease Area:

1. The lease area shall include the gymnasium mezzanine, washrooms/shower rooms and connecting hallways and stairwells, as outlined in red on "Schedule A", and attached hereto.
2. The Village shall be guaranteed exclusive use of the mezzanine as outlined in red on attached Schedule "B" and access to the balance of the lease area, as outlined in blue on attached Schedule "B", with the exception of school use as referenced in other clauses of this agreement.
3. Community parking shall be limited to the public parking area and shall be without restriction.
4. If additional suitable space becomes available in the school and the Operating Board deems it necessary to expand the fitness center facilities, the Village must approach the Division and request the use of this additional space.

Operating Authority:

5. The Village shall establish an operating board, to administer the day by day operations and programming for the fitness center facility. Appointees to the member board shall represent, as nearly as possible, the following agencies or interest groups:
 - a) The Hines Creek & District Recreation Board
 - b) Employees of Hines Creek Composite School
 - c) Canadian Forest Products Employees
 - d) Members at Large
6. The Operating Board shall report directly to the Village and the Village shall be ultimately responsible for the actions of the Board.

Facility Access:

7. The Village shall be guaranteed unlimited access to the lease area, with the exception of weekdays, between the hours of 8:30 a.m. and 4:30 p.m., (when school is in session), subject to any other clauses in this agreement.
8. Access by the community during school hours shall be based on a written request from the Operating ^{Board, KAZ, ED} Committee to the School Principal. Final approval is the responsibility of the School Principal.
9. The School Principal reserves the right to limit community access after hours if he/she believes that such use will interfere with organized school functions, e.g. Graduation, Awards Night, Sports Tournaments, etc. The Principal shall give two weeks written notice to the operating ^{Board, KAZ, ED} committee, stating when and why access will be restricted.
10. The Division shall be allowed access to the lease area, at any time, to conduct physical education classes or sport team training sessions, provided a qualified supervisor is in attendance at all times. Qualifications must meet standards established by the Operating ^{Board, KAZ, ED} Committee.

Insurance:

11. The Division shall be responsible for property insurance on the facility.
12. The Village shall be responsible for property insurance on the contents.
13. The Village shall be responsible for liability insurance for the function, use and operation of the fitness center only.
14. The Village shall indemnify and save harmless, the Division, 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 Village, its employees or agents, in the performance of this agreement, by the Village.
15. The Division shall indemnify and save harmless, the Village, 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 Division, its employees or agents, in the performance of this agreement, by the Division.

16. Such indemnification shall survive this agreement.
17. The Division shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Village, its employees or agents in the performance of this agreement.
18. The Village shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Division, its employees or agents in the performance of this agreement.

Maintenance & Janitorial:

19. The Division shall be responsible for maintaining the integrity of the existing building, e.g. electrical, mechanical, and structural, etc.
20. The Village shall be responsible for the cost of any repairs resulting from the fitness center occupying the lease area. The Division shall conduct said repairs.
21. The Division shall provide, at no additional cost to the Village, a janitorial service for the lease area, that is jointly occupied by the center and the school, to a standard consistent with all other areas of the school building, providing additional work is not created by the fitness center patrons. If additional work is created by the fitness center patrons, the Village will be responsible for any additional costs.
22. The Village shall be responsible for cleaning all areas exclusively occupied by the fitness center, including all fitness center equipment and furniture.

Utilities:

23. Utilities shall be defined as electricity, natural gas, water, sewer and garbage collection.
24. The Village shall be responsible for 100% of the utility costs for that portion of the lease area used exclusively by the fitness center as further outlined in red on the attached Scheduled "B".
25. The Village shall be responsible for 30% of the utility costs for that portion of the lease area jointly shared by the school and the fitness center, as further outlined in blue, on attached Schedule "B".
26. Utility billings to be based on the square footage of the lease area compared to total square footage of the school building, multiplied by the percentages outlined in items #26 and #27.

Amendments/Renewal/Termination:

24/23 25/23
26/23

27. This agreement may be amended, as required, by mutual consent of the Village and the Division.
28. The terms of this agreement shall be in effect for three years from the date of signing hereof, with annual renewal terms thereafter.
29. This agreement may be terminated by either party, upon 90 days written notice to the other party to this agreement.

Written notice to be served to the respective parties at the following address:

Village of Hines Creek
Box 421
Hines Creek, AB
T0H 2A0

Peace River School Division No. 10
Box 6960
Peace River, AB
T8S 1S7

THE PARTIES AGREE AS FOLLOWS:

30. That no fees for lease of these premises shall apply.
31. That this agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
32. That this agreement shall be effective on the date of final signing hereof.

IN WITNESS WHEREOF, the Peace River School Division No. 10 and the Village of Hines Creek have affixed their Corporate Seals on the day and year hereunder written.

Signed, Sealed and Delivered on behalf of the Peace River School Division No. 10 this 31st day of March, A.D., 2003.

Chairman

Secretary-Treasurer

Signed, Sealed and Delivered on behalf of the Village of Hines Creek, this 31st day of March, A.D., 2003.

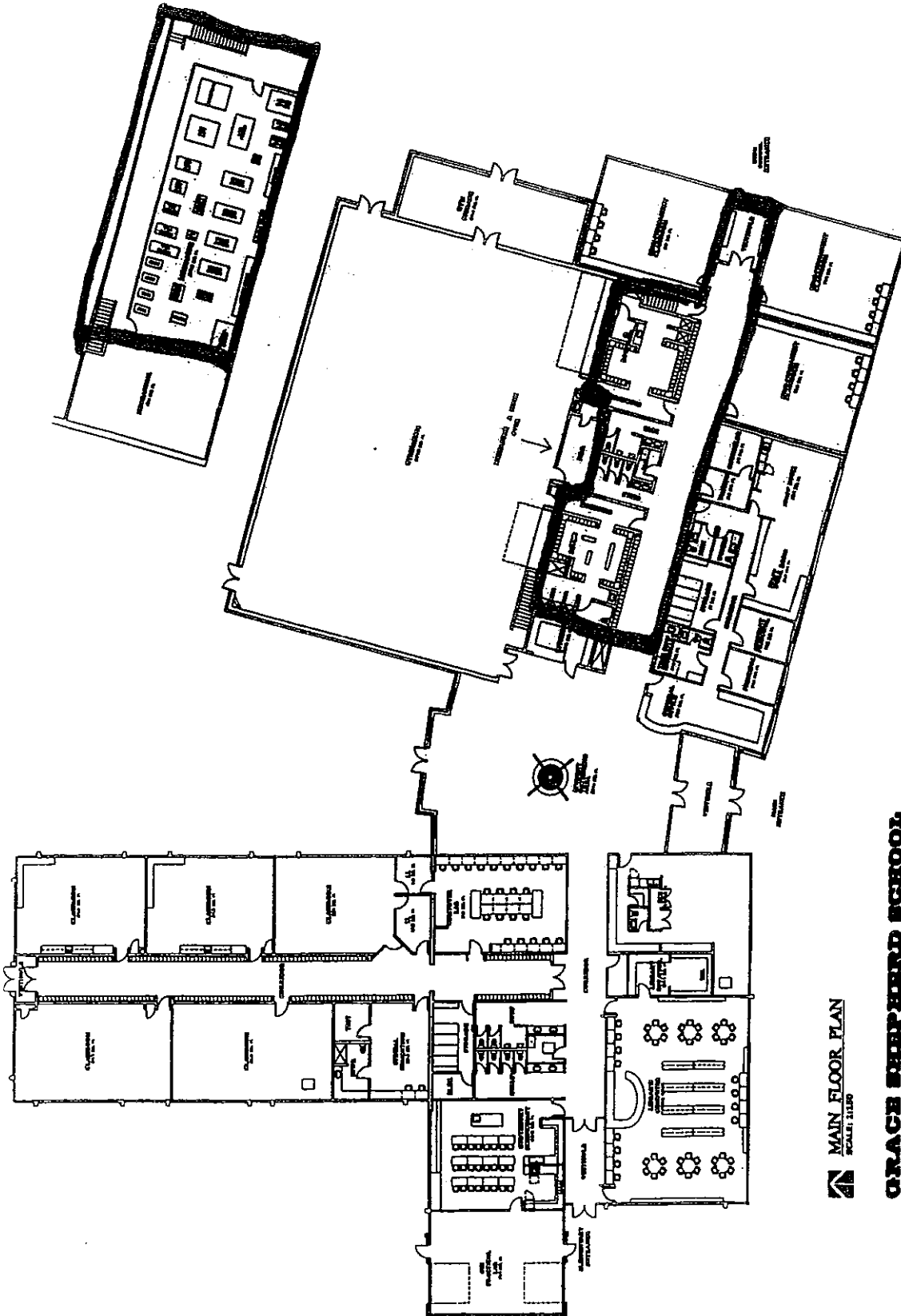
A. Zamboni

Mayor

Steve Perry

Municipal Manager

SCHEDULE A



MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"

**GRACE SHEPHERD SCHOOL
ADDITION & MODERNIZATION - SCHEME 'B'**

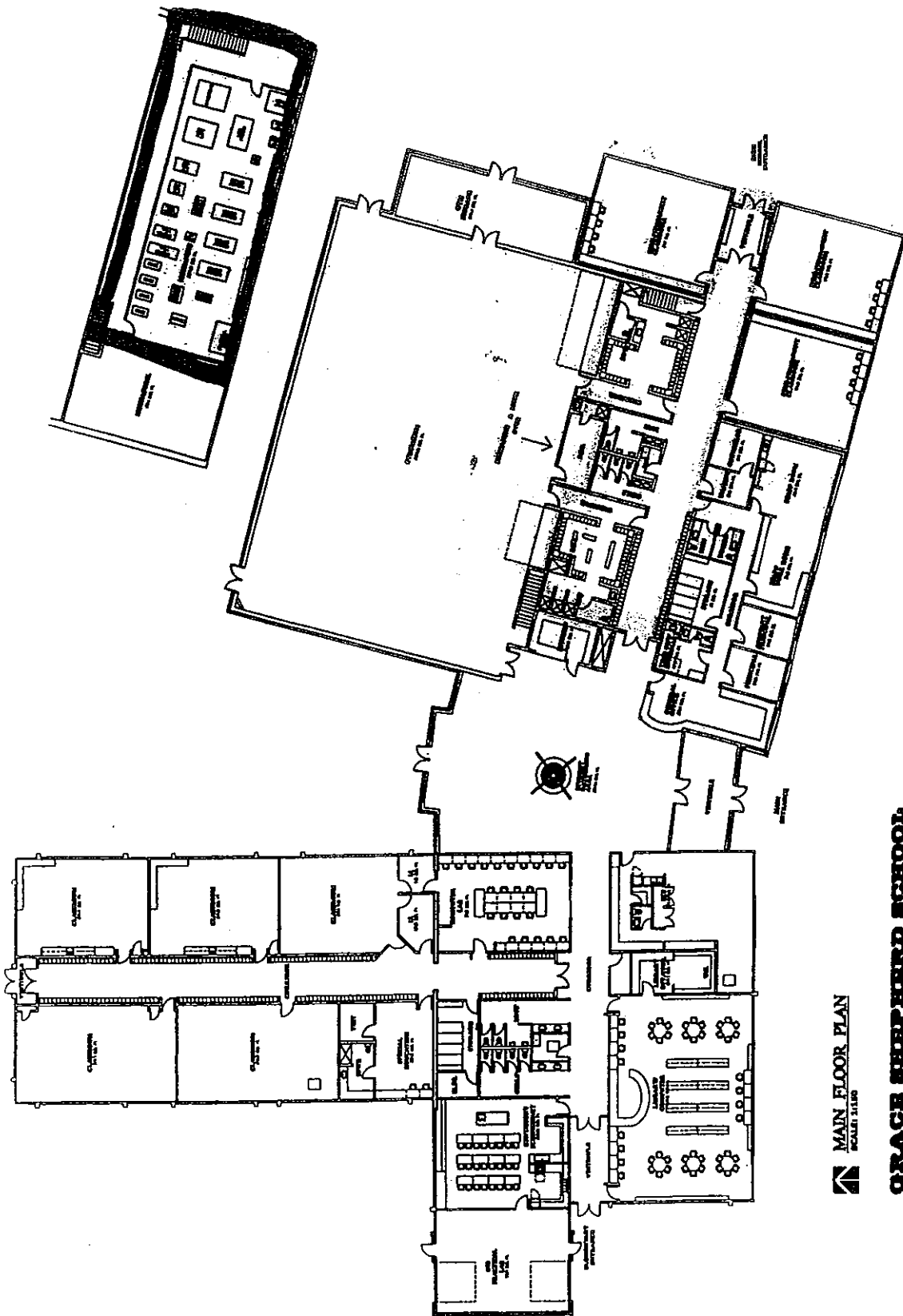
GRACE RIVER SCHOOL, DIVISION NO. 8

OCTOBER 24, 1961

DESIGNED BY: **WHELAN - CHAMBERLAIN ARCHITECTS & ASSOCIATES INC.**
1000 WEST 10TH AVENUE, DENVER, COLORADO 80202

GROSS AREA OF MODERNIZATION:	1,250.72 SQ. M.
GROSS AREA OF ADDITION (MAIN FLOOR):	1,985.75 SQ. M.
GROSS AREA OF ADDITION (SECOND FLOOR MECHANICAL):	81.56 SQ. M.
TOTAL GROSS AREA OF ADDITIONS:	2,067.31 SQ. M.
NET AREA OF GYM MEZZANINE:	271.84 SQ. M.
TOTAL AREA OF ADDITIONS & MODERNIZATION:	3589.87 SQ. M.

SCHEDULE B



MAIN FLOOR PLAN
SCALE: 1/8" = 1'-0"

GRACE SHEPHERD SCHOOL
ADDITION & MODERNIZATION - SCHEME 'B'

FRANCE RIVER SCHOOL DISTRICT NO. 10

OCTOBER 23, 2001

WHELAN & GARRETT ARCHITECTS & ASSOCIATES, INC.
1000 WEST 10TH AVENUE, SUITE 100, DENVER, CO 80202

GROSS AREA OF MODERNIZATION:	1,250.72 SQ. M.
GROSS AREA OF ADDITION (MAIN FLOOR):	1,985.75 SQ. M.
GROSS AREA OF ADDITION (SECOND FLOOR MECHANICAL):	214.60 SQ. M.
TOTAL GROSS AREA OF ADDITIONS:	2,200.35 SQ. M.
NET AREA OF GYM MEZZANINE:	271.84 SQ. M.
TOTAL AREA OF ADDITIONS & MODERNIZATION:	3,569.87 SQ. M.

AGREEMENT regarding the joint usage of facilities for recreation purposes:

BETWEEN: Fairview School Division #50
AND Hines Creek and District Recreation Board

IT IS HEREBY AGREED that the Fairview School Division #50 and the Hines Creek and District Recreation Board shall co-operate to facilitate the maximum use of their facilities in the promotion of school and community recreational programs.

1. The School and grounds shall be placed at the disposal of the Hines Creek and District Recreation Board during the hours when they are not normally in use, without charge.
2. The Hines Creek and District Recreation Board facilities except facilities which are rented to private clubs e.g. Curling Club shall be placed at the disposal of the school for instructional purposes during school hours, without charge.
3. The agreement to be governed by the following guidelines:
 1. (a) All activities of recreation groups which require the use of the school buildings, grounds, and equipment shall be sponsored and arranged by the Recreation Board or director.
 - (b) All activities of school board groups which require the use of recreation facilities, grounds and equipment shall be sponsored and arranged by the School Board or its Director.
 2. Gyms shall be used for recreational purposes only, e.g. physical recreation, cultural activities such as drama or music, display or work produced.
 3. Community hall or gym shall not be used, under a joint usage agreement for public functions, performances, etc., for which an entry fee is charged. Such usage is a matter for negotiation between the sponsoring body and the appropriate Board.
 4. Classrooms shall be used only for instructional purposes, e.g. lectures, gun safety programs, etc.
 5. A Recreation group shall request the use of specific items of school equipment, which may be denied or permitted by the school involved.

School board groups shall request the use of specific items of recreation equipment, which may be denied or permitted by the Recreation Board or its director
 6. Willful damage to a facility used by a group shall result in exclusion from the facility of that group, at the discretion of Boards. Damage - retribution by group.
 7. Damage to equipment will be made good by repair or replacement at the discretion of the Board which owns the equipment by the group involved or the sponsoring Board.
 8. Buildings will be opened or closed by the caretaker or a person acceptable to the caretaker and who has been so authorized by the appropriate Board in advance. Such substitute will obtain the key and return it to the caretaker.
 9. The caretaker or his delegate as in Section (9) shall remain in the facility throughout the period of use.
 10. If the regular caretaker has to be present he shall be paid by the Board which runs the facility.
 11. The caretaker or his delegate as in Section (9) has full responsibility and authority to close a facility and have a group re-

- moved from the facility if, in his opinion, the facility is being abused by the group.
12. A facility which is used outside of its normal hours of use shall be cleaned only before its normal use. It will not be cleaned prior to its additional use.
 13. The Board owning a facility shall have priority in the use of that facility and shall set up its own schedule for that facility.
 14. In the event of an emergent use by a Board of its own facility this will take priority over the scheduled use by the other Board. This should be minimal with 24 hours notice.
 15. No organized use of a Board's facilities by another Board shall be made without prior approval by the representative of the owning Board.
5. This agreement will continue for a period as is mutually agreeable to the Boards concerned and is subject to revision from time to time by both Boards.
 6. Cancellation - 3 months notification by either Board to cancel the above agreement.

Secretary
Fairview School Division #50

Chairman
Fairview School Division #50

Director
Recreation Board

Chairman
Recreation Board

MEMORANDUM OF AGREEMENT

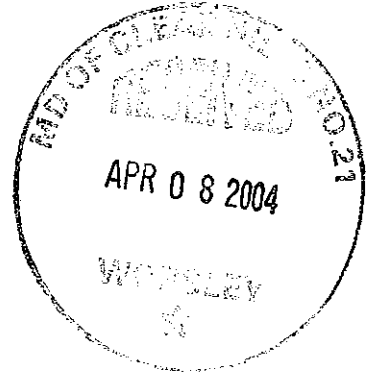
BETWEEN: THE MUNICIPAL DISTRICT OF CLEAR HILLS NO. 21

Box 240
Worsley, Alberta
T0H 3W0
(hereinafter referred to as the "Municipality")

OF THE FIRST PART

THE VILLAGE OF HINES CREEK

Box 241
Hines Creek, Alberta
T0H 2A0
(hereinafter referred to as the "Village")



OF THE SECOND PART

WHEREAS IT HAS BEEN AGREED, by the Parties of the first and second part, to appoint a "Regional Recreation Board" to be known as the Hines Creek and District Recreation Board, to foster, create and operate recreation programs and services within the cooperating municipalities.

THE PARTIES to this Agreement, in consideration of the premises hereinafter continued agree as follows:

1. **THAT THE SAID "RECREATION BOARD"** will be comprised as follows:
 - a) The "Recreation Board will represent the Village and that portion of the Municipality as outlined in Appendix "A" attached hereto,
 - b) The Board will consist of seven (7) members, of which three (3) members shall be appointed by the Council of the Village, of which one (1) shall be a member of the Council of the Village, and four (4) members shall be appointed by the Council of the Municipality, of which one (1) shall be a member of the Council of the Municipality.
 - c) Members-at-large shall be appointed from within the recreation area and the municipal jurisdiction of the cooperating municipality, conducting the appointment.

d) The three appointments, conducted by the Village, shall be confirmed, in accordance with the following outline, of terms of service:

- i) Council Member One Year Term
- ii) Members-at-large Three Year Term

e) The four appointments, conducted by the Municipal District of Clear Hills No. 21, shall be confirmed in accordance with the following outline, of terms of service:

- i) Council Member One Year Term
- ii) Members-at-large Three Year Term

f) No member-at-large shall serve for more than two consecutive terms. A one year time period must lapse, following completion of the second term, before that individual can be considered for reappointment to the Board, in any capacity.

If a member-at-large is appointed to fill a vacancy and complete the duration of a term, said appointment shall:

- i) be considered an appointment for one full term, if over one half of the term is remaining at the date of appointment.
- ii) not be considered an appointment for one full term, if less than one half of the term is remaining at the date of appointment.

g) The members of the existing Hines Creek and District Recreation Board shall continue in office, until the first organizational meetings, of the cooperating municipal authorities, following execution of this agreement, by both parties, hereto. The first member-at-large appointments, conducted under the term of this agreement, shall be retroactive to the date of the organizational meeting, first following the general municipal election, of 2004.

h) The members of the existing Hines Creek and District Recreation Board shall be eligible for appointment, to the Board established in accordance with the terms of this agreement.

i) The recording secretary for the Board shall notify the respective municipal authority, of any vacancies on the Board, immediately upon receipt of a resignation or a disqualification from the Board.

- j) The respective authority shall immediately provide the recording secretary, for the Board, with the names and contact information, for any new appointees to the Board.

2. **THAT THE SAID "RECREATION BOARD"** and each member thereof, duly appointed and named, shall be governed and subject to the following:

- a) Any member of the Board, who shall be absent from three (3) regular consecutive meetings, of the Board, shall (unless such absence be caused through illness or unless authorized by Resolution of the Board, entered upon its minutes) forfeit office and another regular and voting member shall be appointed by the respective municipal authority for the remainder of the term of office.
- b) An organizational meeting, of the Board, shall be held each year, on the first regular meeting date, for the Board, immediately following the annual organizational meetings of the municipal authorities.
- c) At the organizational meeting of the Board, in each year, a Chairperson, and Vice-Chairperson shall be chosen to hold office, until the next organizational meeting of the Board, in the subsequent year.
- d) Regular meetings of the Board will be held as deemed necessary by the Board, the time and place of such meetings to be determined by the Board, at its organizational meeting. Time and place of meetings may be changed by consensus of the Board, if necessary.
- e) Special meetings may be called on twenty-four (24) hours notice by the Chairman or at the request of any four (4) members of the Board.
- f) A minutes book shall be kept and minutes of all regular and special meetings shall be recorded therein, by the recording secretary, of the Board, or by the recording secretary protem. Copies of all minutes shall be filed with the cooperating municipalities, within fourteen (14) days of their occurrence.
- g) A quorum of the Board shall be a majority of the members of the Board.

- h) The Chairman shall have a vote on any questions and in the event of a tie, the motion shall be lost.
- i) The Board may appoint sub-committees to research and prepare recommendations on any special phase of the matters coming within the scope and jurisdiction of the Board, as herein set forth.

3. THAT, THE SAID "RECREATION BOARD" shall be charged with the following duties and responsibilities:

- a) The Board shall prepare such rules, regulations and policies as it may deem necessary from time to time, provided such rules, regulations or policies are not inconsistent with the powers herein conferred. Copies of all such rules, regulations or policies shall be filed with the cooperating municipalities for final assent.
- b) The Recreation Board shall prepare recommendations for consideration by the Municipal Authorities, on any matter pertaining to the development, maintenance, equipping or staffing of public playgrounds, athletic fields, community centers and all other recreation facilities owned and operated by the cooperating municipalities, or on other properties with the written consent of the owners and authorities, thereof. The Board shall plan, promote and program a broad range of recreation activities, to ensure opportunities for people of all ages and abilities, to use their leisure in a wholesome and satisfying manner.
- c) The Recreation Board shall be consulted on all matters affecting the development, maintenance and use of recreation facilities, owned and operated by the cooperating municipalities.
- d) The Recreation Board must be consulted whenever it is proposed to lease or to sell or to otherwise dispose of any land that *is* held by the cooperating municipalities, for public recreation purposes, and whenever it is proposed to purchase or otherwise acquire land for a public recreation purpose.
- e) The Recreation Board shall make recommendations concerning the appointment of any recreation staffing it deems necessary and feasible, for provision of any recreation programs and services.
- f) The Recreation Board shall have responsibility for establishing written job descriptions for all recreation personnel and shall make such recommendations to the cooperating municipalities.

- g) The Recreation Board shall cooperate with and encourage all organizations, (public, private, civic, social and religious) within the defined recreation area, to support, promote and host recreation services.
- h) The Recreation Board shall hear and consider presentations by any individual, organization or delegation of citizens with respect to recreation and act on such recommendations arising therefrom, as the Board shall deem to be in the general interest of all citizens.

4. THAT, THE SAID "RECREATION BOARD" shall be governed by the following financial guidelines:

- a) Each of the parties hereto, shall contribute to the expenditures of the said Recreation Board, in each year, and the sums to be contributed by each cooperating municipality, shall be established annually by each cooperating municipality.
- b) The Village shall be the representative municipality and shall be the signing authority for all cheques, vouchers and monies received or spent. Any monies spent from the established budget for the Recreation Board, shall only be done by official recommendation of the Board.
- c) Annually, before the last day of June, the Board shall submit to the cooperating municipalities, an official budget of the estimated expenditures and revenues for the following year, with respect to all matters, under the Board's jurisdiction.
- d) The Recreation Board shall submit to the representative municipality, all accounts payable incurred during the previous calendar month, not later than the 10th day of the following month. Said accounts shall be paid with all reasonable expediency.
- e) The Recreation Board shall have the power to program and operate within the parameters of the approved annual budget, unless otherwise directed from time to time, by the cooperating municipalities.
- f) The Village shall provide the Board with a monthly financial statement and shall provide the Municipality with a financial statement of the affairs of the Board, annually, or more often, upon request.

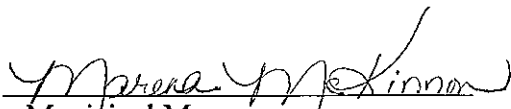
- g) The Recreation Board shall make complete reports to the cooperating municipalities, concerning any matter or thing within the Board's jurisdiction, upon request of either of the cooperating municipalities.
- h) The representative municipality shall provide the Board with administrative services for a flat annual fee of \$1,000.00 (One Thousand Dollars), plus \$150.00 (One Hundred and Fifty Dollars), to cover the cost of photocopying, postage and other office supplies. These costs shall be allowed for annually, in the Recreation Board budget, and may be amended from time to time, by an exchange of letters, noting concurrence with the amended rates.
- i) The representative municipality shall provide the Board with the services of a recording secretary, who shall be responsible for attending all Board meetings. The recording secretary shall be paid at a rate of \$30.00 (Thirty Dollars), for each meeting attended and cost of the same shall be included in the Recreation Board budget. This fee may be amended from time to time, by an exchange of letters, noting concurrence with the amended rate.
- j) With regard to recreation personnel, the representative municipality shall be responsible for general administration and the Recreation Board shall be responsible for policy development, planning and operations.
- k) Neither the said Board nor any member thereof, shall have the power to pledge the credit of the Village and/or the Municipality, in connection with any matters whatsoever, nor shall the said Board, nor any member thereof, have any power to authorize any expenditures to be charged against the Village and/or Municipality, with the exception of those expenditures which form part of an approved, annual budget.

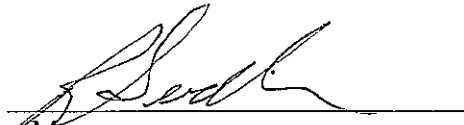
5. THAT, THE FOLLOWING GENERAL TERMS, form part of this agreement:

- a) This agreement may be terminated by either party giving the other twelve (12) months notice in writing.
- b) Amendments to this agreement may be made at any time by mutual consent of both parties, to this agreement.

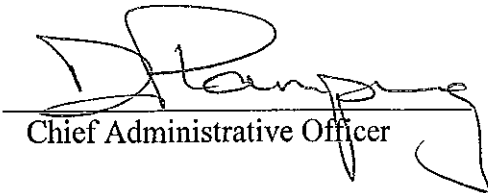
IN WITNESS THEREOF, THE VILLAGE, has affixed its Corporate Seal under the hands of its proper officers, AND THE MUNICIPALITY, has affixed its Corporate Seal under the hands of its proper officers, on the days and year hereunder written.

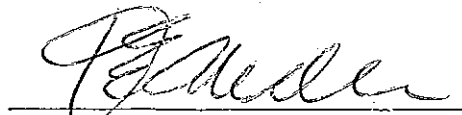
SIGNED, SEALED AND DELIVERED on behalf of THE VILLGE OF HINES CREEK, this 9 day of March, A.D., 2004.


Municipal Manager


Mayor

SIGNED, SEALED AND DELIVERED on behalf of THE MUNICIPAL DISTRICT OF CLEAR HILLS NO. 21, this 20th day of April, A.D., 2004.


Chief Administrative Officer


Reeve