

**Board of Examiners
Advanced Certificate in Local Government Management
Written Submission**

**Carl Bannister
December, 2007**

**The Development of a Joint Use Agreement between the City of Salmon Arm, the
North Okanagan – Shuswap School District #83 and the Shuswap Recreation
Society**

EXECUTIVE SUMMARY:

In March 2007, the City of Salmon Arm approved a Master Joint Use Agreement with School District No. 83 and the Shuswap Recreation Society. The main purpose of the agreement is to make effective use of underutilized School District recreation property, with a focus on community benefit, cooperation, shared resources, and achieving efficiencies. It was the responsibility of the City's Chief Administrative Officer (CAO) to solidify and implement the agreement. The idea of a joint use agreement stemmed from a recommendation in the City's 2001 Parks and Open Space Plan.

It was not until after the 2005 civic election that the provision of community recreation facilities moved to the forefront of Council's priority list. The recommendation from the Parks and Open Space Plan to establish a Joint Use Agreement with the School District had resurfaced just prior to the Ministry of Education announcing its School Community Connections Program. The timing was right, and the CO was acutely aware of the necessary ingredients to formulate the Master Joint Use Agreement.

Over 2006 – 07, the following five strategies were tested under the leadership of the CAO:

- Garnering concept endorsement;
- Facilitating consensus between an array of user groups;
- Integrating independent political bodies;
- Solving the dual-union / dual-jurisdictional conundrum; and
- Attempting to fundraise outside of the local tax pool.

By the end of 2007, the Master Joint Use Agreement has been a success, and all but one of the strategies worked as planned (there was little interest in community fundraising, although some grant monies were secured). The community has bought into the idea. New tennis courts are being built on School District property. Old sports fields have been re-surfaced and are being maintained by School District contractors. On the same site, a new clubhouse may be construction in 2008.

BACKGROUND / ISSUE:

In 2001, the City of Salmon Arm finalized a Parks and Open Space Plan. One of the priorities identified in the plan was the development of a Joint Use Agreement (JUA) with the School District in order to better utilize community assets. Due to shrinking School District budgets and funding priorities (declining enrollment), many outdoor school facilities have not been improved and maintained to levels expected by today's user groups.

By 2005, the development of a JUA was identified for a variety of reasons by the relatively new Council as a high priority for the Chief Administrative Officer (CAO). The process which unfolded between then and 2007 involved Council, various internal departments, C.U.P.E., Union of British Columbia Municipalities (UBCM), the public, the School District Board and staff and various user groups. This paper outlines how the JUA came to be a priority, examines the various options and strategies which were employed and the process which was followed with Council, the public and the School District.

OBJECTIVES OF COUNCIL:

In 2002, the City adopted a Parks and Open Space plan which identified the need for the development of a JUA with the School District in order to better utilize community assets (see Appendix 1). It was considered to be somewhat of a motherhood policy at the time. However, just prior to the November 2005 Election an ad hoc group of field users called "Fields R' Us" held a meeting to discuss the urgent need for new and upgraded facilities in Salmon Arm. This meeting was attended by several existing and aspiring elected officials. Considering the timing, this was established as an item on the political agenda.

Immediately following the election and a Council Retreat this item became a political priority with the following stated objectives of Council:

- To have a JUA in place prior to the end of their term (November 2008) in order to facilitate the greater use of School District and City facilities for both the community and students;
- To foster a positive community effect by improving recreational facilities in the downtown area; and
- To satisfy growing demands for public soccer, rugby and tennis facilities.

PROJECT IMPETUS:

Part of the impetus for the project was the School Community Connections Program announced by the Ministry of Education and co-managed by the BC School Trustees Association (BCSTA) and the UBCM. This program was meant to encourage the use of school facilities for broader community use. It envisioned a multi-step grant application process: Phase 1 – \$15,000 (Making a Connection), Phase 2 – \$40,000 (Developing the Connection) and Phase 3 – \$125,000 (Completing the Connection).

Each of the five municipalities and two Regional Districts within School District #83 had an opportunity to submit proposals. The CAO immediately recognized this as an opportunity to lever financing towards the development of a JUA.

STRATEGIES:

A number of strategic decisions needed to be made throughout this process. Some of the more challenging issues were the following:

- Concept Endorsement;
- User Groups;
- Integrating Independent Political Bodies;
- C.U.P.E.; and
- Fundraising.

*→ had challenges with CUPE the took out of the hands of CUPE ...
CUPE indicated displeasure at outset but they may bring them in to future projects ..
could question him on relationship now.*

Concept Endorsement:

Joint use models from other communities were researched but found not to be very useful. An innovative approach was required. The fundamental concept decided upon was to use the School Community Connection Program to identify a widely supported community project to be developed under the umbrella of new, master JUA. It was anticipated that this approach had a better chance than just trying to create a JUA as it would have immediate results. Seed money had previously been included in the City's 2005 Budget (\$50,000), at the CAO's recommendation, to be allocated to joint use – facility upgrades - \$8,500 of this was specifically earmarked for tennis court development and was subject to the development of a broader Joint Use Agreement.

Specifically, the proposal involved the upgrade and increased maintenance of an existing school (the "Jackson Campus") soccer field for soccer and rugby and the construction of a field house (with wash and change rooms), two new tennis courts and a multi-purpose area (see Appendix 2). The facility is very near the downtown core. The field would then be maintained to higher City standards. There were still many details to be worked out including labour, cost sharing, etc. The field bookings, etc. would be done by the Shuswap Recreation Society – an independent society which manages recreation and playing fields on behalf of the City.

A letter was sent to the School District in December of 2005 based on this model. The School District endorsed City's proposal in May of 2006.

Integrating Independent Political Bodies:

It was obvious from the outset that a strategy was required to deal with the coordination of two independent political bodies. A Joint Committee was established in September of 2006. It was comprised of elected officials and staff from both organizations. The objective was to keep it small. In May of 2006, Joint Committee members were

appointed, including the Mayor. The Committee worked extremely well over an 18 month time frame and achieved the following milestones:

- June 15, 2006 - First Joint Committee meeting / legal and engineering firms selected
- October 6, 2006 – Site plan and budget endorsed
- October 18, 2006 – User Group meeting
- December 18, 2006 – Field House Design endorsed
- March 2007 - Master Joint Use Agreement endorsed
- July 20, 2007 – Jackson Campus Agreement endorsed

C.U.P.E.:

In October of 2006, the C.U.P.E. Local 1908 President submitted a memo indicating that there would be a “jurisdictional” problem if the City was to assume any of the School District C.U.P.E. Local 2538 work. This had earlier been contemplated as a challenge by the CAO. The strategy to overcome this challenge was simple. It was decided that the School District would be responsible for maintaining the soccer / rugby fields. Since the intent was that facilities were to be maintained to a higher City standard, the City would pay the incremental cost associated with this (i.e. the cost to aerate, fertilize and mow more frequently, etc.). The School District could then use these funds towards additional staffing and/or contracting out. The School District union does not see this as a problem as they are not losing out on any work. Under this scheme, the approval of neither union is required. Future talks may result in the use of C.U.P.E. Local 1908 staff.

User Groups:

Dealing with multiple user and interest groups can be difficult. The Committee decided up front that only the groups benefiting from the facility would be invited to meetings and a maximum of two individuals from each group could attend. This established a good dynamic for the meetings which were cordial and productive. The user groups included soccer, rugby and tennis. During this consultation 13 different locations were considered, each with different challenges. In the end, a unified vision was created.

Fundraising:

The Committee was initially optimistic about fundraising opportunities, despite the fact that a major fundraising campaign was underway for a new CT scanner for Shuswap Lake General Hospital. It was recognized that citizens, corporations and other groups would view this as a government / tax funded project and would therefore be reluctant to donate.

The strategy employed on this front was to use a third party with a good reputation in the sports community to present to various groups like the Shuswap Community Foundation, Salmar Foundation, Soccer Association, Rugby Association, Rotary, Credit Union, etc. A brochure was jointly developed in order to explain and outline the project (see

Appendix 3). In the end, this strategy was ineffective and very little money was raised. Despite earlier promises, even the user groups (Soccer & Rugby Associations) have yet to contribute.

Another fundraising challenge surrounded naming of and signage on the facility. The School District has fairly stringent rules with respect to advertising and would not permit adequate signage to secure a \$60,000 donation from the Salmon Arm Savings and Credit Union.

PROCESS:

This project involved three separate administrative and political processes of three independent bodies: The School District, the City and the Shuswap Recreation Society. From the City's perspective, the project was discussed and debated at a variety of meetings including Committee, Budget and Regular Council Meetings. There was no need to conduct any In-Camera meetings (unlike the School District). Care was taken to coordinate press releases, etc. with the School District. The major milestones in the City's process include:

- December 15, 2005 Council approves \$50,000 seed funding
- May 25, 2006 – Council appoints Joint Committee members
- July 10, 2006 - Council approves joint grant application for Phase 2 funding
- March 12 2007 – Council approves Master Joint Use Agreement
- May 7, 2007 – Council approves joint grant application for Phase 3 funding

There was virtually no opposition from the public throughout this process.

OUTCOME:

The Master Joint Use Agreement was ultimately approved by the School District, the City and the Shuswap Recreation Society at their respective meetings on February 27, March 12 and April 10, 2007. The agreement is a complicated yet elegantly simple document (see Appendix 4). It is based on the following principles:

- The School District and the City own property which would be suitable for community recreation programs;
- Each party intends to make property and facilities available to the other on a without cost basis, other than site specific construction costs or incremental operational costs;
- The Shuswap Recreation Society agrees to provide management services to the parties (i.e. arrange bookings, establish and collect and retain user fees);
- The agreement is in force for a period of ten years;
- The School District, the City and the Society will maintain a joint use committee;
- The parties will enter into a site specific agreement for facilities with respect to construction and operational matters; and
- The School facilities will not be utilized during normal school hours.

The agreement dealing with the specific Jackson Campus site was also agreed to by the School District, the City and the Society at their respective meetings on September 11, October 9 and October 24, 2007 and was added as a schedule to the Master Agreement (see Appendix 5). The fields are in great shape and seeing lots of use. They are being maintained to the City's standard. The tennis courts and multi-purpose area are complete and will be open for use in the spring. The field house is tender ready but has not proceeded due to a funding shortfall.

The success of the project to date has required the leadership and experience of the CAO in many areas of local government including dealing with Council, C.U.P.E., other levels of government, the public and various external forces.

Appendix 1 - Excerpt from Parks and Open Space Plan

Appendix 2 - Jackson Campus Site Plan

Appendix 3 - Fundraising Brochure

Appendix 4 - Master Joint Use Agreement

Appendix 5 - Jackson Campus Agreement

Marie - Lessons Learned

- models he looked at

Ron - asked questions on model

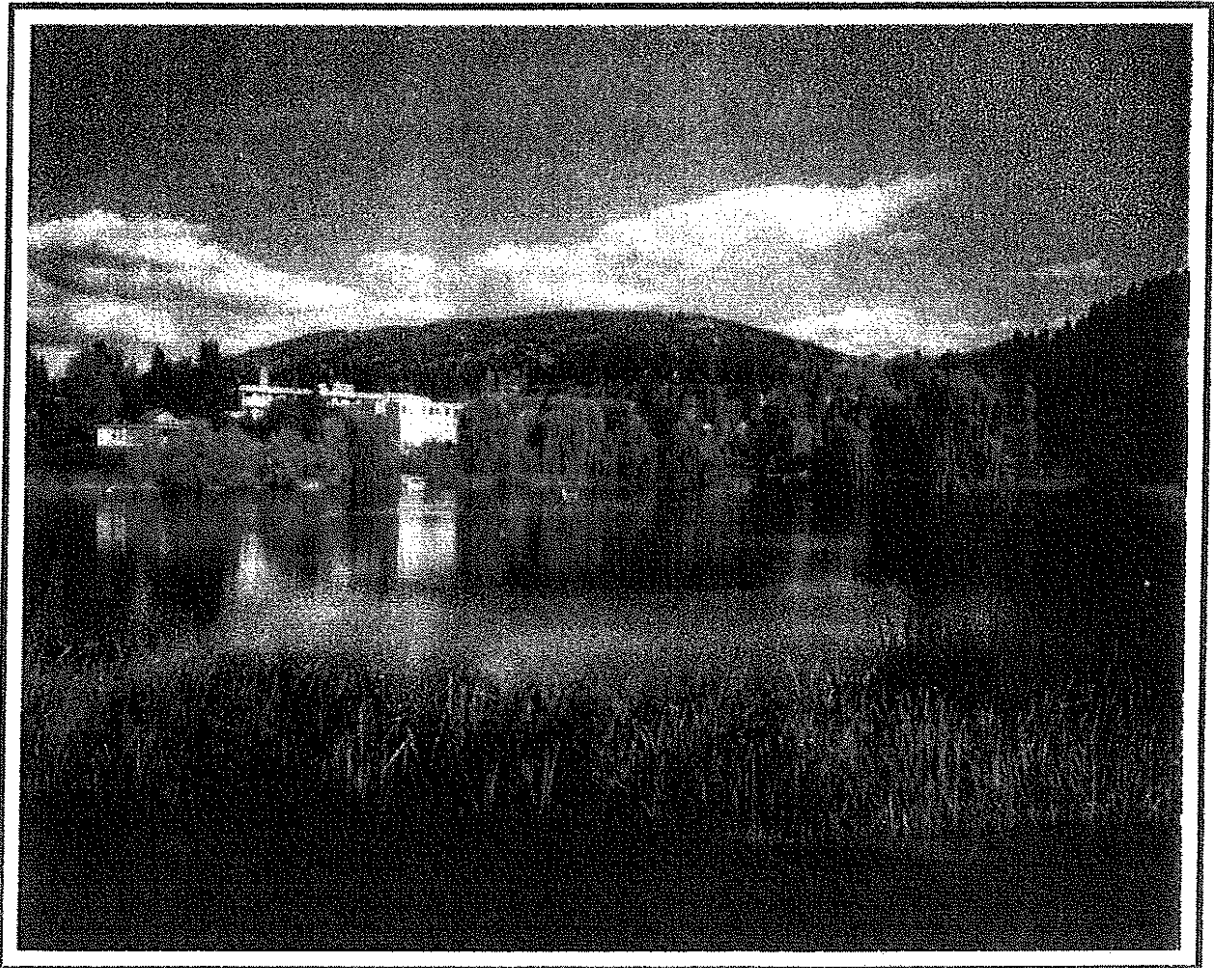
Dale - Key success factors are ...

vision & leadership
" comes down to relationship among players that are involved "

- ear of CS & Educ Ministers ... what would u say to them
Carl found no roadblocks ...

DISTRICT OF SALMON ARM

PARKS AND OPEN SPACE PLAN 2001

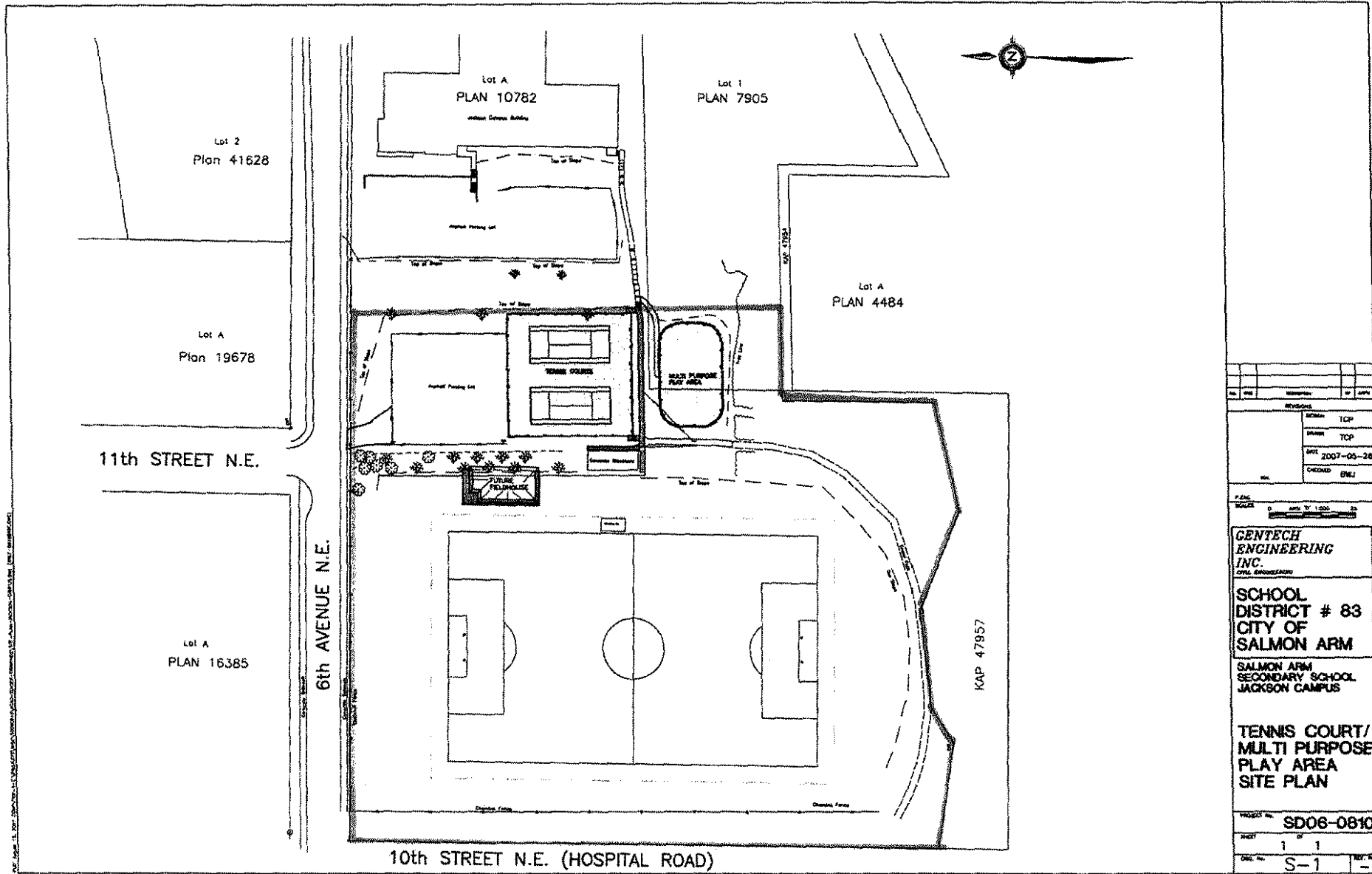


Final Draft - October 2001



- 10.2 In the year 2002, allocate \$15,000 to conduct a study to investigate the feasibility of a Foreshore Greenway extension from the Raven Subdivision to Canoe Beach within the Canadian Pacific Railway mainline right-of way.
- 10.3 Implement a Community Initiative Program to promote and facilitate community involvement in the development of future parkland, and maintain \$10,000 annually in a designated fund for this program.
- 10.4 Continue to seek financial assistance from senior government agencies and non-profit societies.
- 10.5 Establish a joint partnership agreement with the North Okanagan-Shuswap School District 83 to address the needs for the future funding and development for community playfields.
- 10.6 Continue to promote effective partnerships with community groups and seek corporate donations and sponsorships from the private sector and to assist with the funding and development of future parkland.
- 10.7 Continue to identify future greenway linkages and use relevant provisions of the *Local Government Act* and *Land Title Act* to acquire future linkages.
- 10.8 Incorporate Parks and Open Space Plan 2001 into the revised Official Community Plan by:
 - Changing land use designations to show all parkland; and
 - Indicating the general location of proposed parks and greenways.

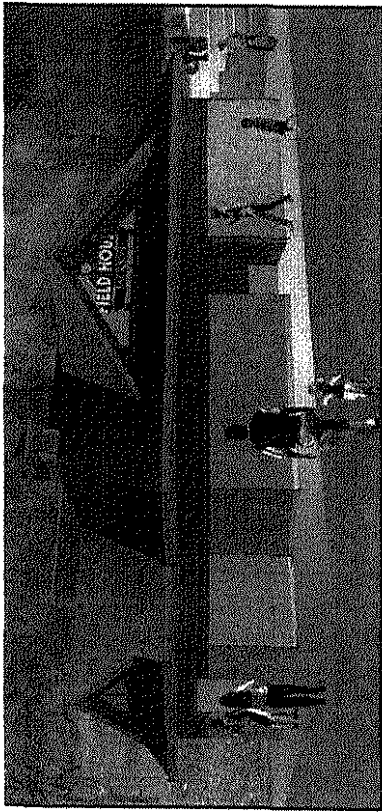




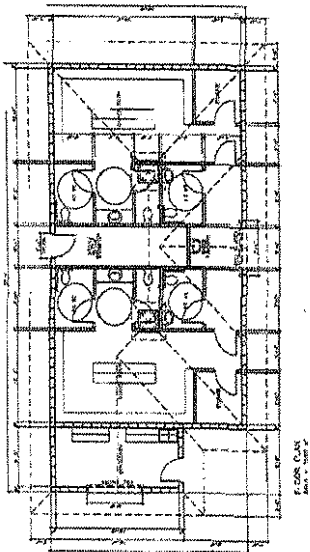
NO.	DATE	REVISION	BY	APP'D.
REVISIONS				
		ISSUE	TCP	
		DRAWN	TCP	
		DATE	2007-05-26	
		CHECKED	EWJ	

P.L.N.C.
 SCALE 0' = 1" 1:500
 25'
GENTECH ENGINEERING INC.
 CIVIL ENGINEERING
SCHOOL DISTRICT # 83
CITY OF SALMON ARM
 SALMON ARM SECONDARY SCHOOL JACKSON CAMPUS

TENNIS COURT/ MULTI PURPOSE PLAY AREA SITE PLAN
 PROJECT NO. SD06-0810
 SHEET 1 OF 1
 DATE S-1




Drawings of proposed Field House, including concession, change room, & washroom facilities by MQLN Architects




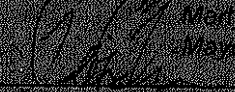
Budget Estimate for Soccer, Rugby, Field, Field House and Tennis Courts Upgrading



PHASE 1 (SEEN ON INSIDE PANEL)	
Jackson Field Work (drainage, irrigation, lighting infrastructure, surfacing & supplies)	\$85,250
Field House (washrooms/ changerooms)	\$220,500
Tennis courts/Multi purpose area	<u>\$119,125</u>
Subtotal	\$424,875
Engineering Contingencies (20%)	\$84,975
TOTAL PHASE 1	\$509,850
PHASE 2 (FUTURE IMPROVEMENTS SEEN BELOW)	
Jackson Field Work (lighting, bleachers, PA system)	\$170,550
Parking Lot Upgrading	<u>\$74,375</u>
Subtotal	\$244,925
Engineering Contingencies (20%)	\$48,985
TOTAL PHASE 2	\$293,910



 Teresa Hebert
 Board Chair

 Marty Bootsma
 Mayor of Salmon Arm

 Tim Grandmedico
 President SRS

**NORTH OKANAGAN-SHUSWAP
SCHOOL DISTRICT #83, CITY
OF SALMON ARM & THE
SHUSWAP RECREATION SOCIETY**

**SCHOOL
COMMUNITY
CONNECTIONS**

**WORKING TOGETHER TO IMP
FACILITIES FOR COMMUNITY
STUDENT**

An exciting joint venture to provide opportunities for students and citizens

School Community Connections Program: A joint program initiated by the North Okanagan Shuswap School District, City of Salmon Arm and Shuswap Recreation Society to provide for better use of School and City facilities for both students and the general public.

The plan is to provide a recreation facility of the same quality as the Field of Dreams in the downtown area of Salmon Arm.

This will provide additional public facilities for soccer and rugby competitions as well as a top level field for school use.

In addition, the facility will address the need for public tennis courts and a multi purpose court for outdoor basketball and ball hockey.

Part of the project will be a field house which will provide for change rooms, public washrooms and a concession area.

The use and maintenance of the recreation area will come under the guidelines established by a joint use agreement between the City of Salmon Arm, North Okanagan Shuswap School District and Shuswap Recreation Society.

The first phase of the project, with an estimated cost of \$510,000, will be field improvements, lighting infrastructure, tennis courts, a multi purpose area and the construction of the field house.

Significant funding for this phase of the project will come from the Union of B.C. Municipalities who are managing a provincial grant for the School Community Connections program.

The anticipated timeline for phase one will have



construction beginning in Spring 2007 to be completed by the fall.

Phase 2, which would include lighting, improvements to existing bleachers and parking lot, as well as a public address system, is contingent upon funding.

The City and the School District have unanimously endorsed the School Community Connections program and have made significant budget commitments.

The Provincial Government will contribute \$125,000 to this project if the local community can raise \$385,000. With City (\$158,500) and School District (\$50,000) contributions, *another \$176,500* still needs to be fund raised. Local "user groups" and organizations are being canvassed for assistance and we would really appreciate your help! Thus far, there has been a most positive response to the whole concept and project.

Perhaps the most significant part of the SCC Program has been the work towards the development of a long reaching Joint Use Agreement between the City of Salmon Arm, the Shuswap Recreation Society and the North Okanagan/Shuswap School District. This agreement will benefit students and community alike and provides a framework for future use of City and School District facilities.

All contributors to this worthwhile project will be recognized. If you are interested in helping out or donating towards making this project a reality please call Ken Hecker at 832-7212.

This **JOINT USE AGREEMENT** dated for reference the 1st day of January, 2007

BETWEEN: **NORTH OKANAGAN-SHUSWAP SCHOOL DISTRICT #83**
Post Office Box 129
Salmon Arm, British Columbia, V1E 4N2

(the "School District")

AND: **CITY OF SALMON ARM**
Post Office Box 40
Salmon Arm, British Columbia, V1E 4N2

(the "City")

AND: **SHUSWAP RECREATION SOCIETY**
2600 - 10th Avenue N. E.,
Salmon Arm, British Columbia, V1E 2S4

(the "Society")

WHEREAS:

A. The School District owns properties and facilities, some of which would be suitable for community recreation programs (the "School Facilities").

B. The City owns properties and facilities, some of which would be suitable for use by students in conjunction with education programs offered by the School District (the "City Facilities").

C. Each of the School District and the City intends that the School Facilities and the City Facilities be made available for use by the other on a without cost basis, other than site specific construction costs or incremental operational costs, thus ensuring the more effective use of publicly funded facilities within their areas of jurisdiction.

D. The School District is a participant in the School Community Connections Program (the "Program"), a joint initiative of the Union of British Columbia Municipalities and the B. C. School Trustees Association, which will provide funding from the Province of British Columbia (the "Province") to encourage greater community utilization of properties and facilities owned by school districts in the Province.

E. The School District and the City wish to take advantage of the funding opportunities provided by the Program to upgrade certain of the School Facilities for joint School District and community recreation use.

F. The Society operates the City Facilities and has agreed to provide management services to the School District and the City with respect to the proposed joint use of the School Facilities and the City Facilities.

G. The School District, the City and the Society intend that this Agreement will set out their mutual benefits and obligations with respect to the matters recited herein.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set out and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the School District, the City and the Society covenant and agree with one another, as follows:

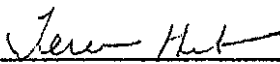
1. The School District will permit the City to utilize the School Facilities for community recreation programs, subject to the restrictions hereinafter set out.
2. The City will permit the School District to utilize the City Facilities for education programs, subject to the restrictions hereinafter set out.
3. The Society will provide management services to the School District and the City with respect to community recreation programs carried out on the School Facilities and education programs carried out on the City Facilities. In particular, the Society will arrange bookings, establish and collect and retain any user fees required to be paid and coordinate all activities and dealings as may be suitable or appropriate with respect to the joint use of those facilities.
4. This Agreement shall be in full force and effect for a term of 10 years from the date hereof. Any of the School District, the City or the Society may terminate its obligations under this Agreement by giving at least 6 months written notice of its intention to do so to the others.

5. The School District , the City and the Society will establish a joint committee which will carry out their mutual obligations under this Agreement. Specifically, that committee will:
 - i.) investigate and determine which of the School Facilities and City Facilities are suitable for joint community recreation and education uses;
 - ii.) deal with all third parties who have an interest in community recreation use of the School Facilities;
 - iii.) make all recommendations with respect to construction and improvements on the School Facilities as may be required;
 - iv.) coordinate all dealings with the Province under the Program or any renewal or substitution therefor; and
 - v.) attend to all matters incidental to the foregoing.
6. In each instance in which the School Facilities or the City Facilities are to be jointly utilized in accordance with the provisions of this Agreement, the School District, the City and the Society will enter into a site specific agreement which will set out their mutual obligations with respect to construction and operational matters, which agreement will be a schedule to this Agreement.
7. The School Facilities will not be utilized for community recreation programs during normal school hours or on any occasion on which programs offered by the School District are being carried out unless the written permission of the School District is first obtained.
8. The City Facilities will not be utilized for education programs during normal hours of operation unless the written agreement of the Society is first obtained.

9. The City and the Society, jointly and severally, will indemnify and save harmless the School District, its officers, employees, servants, agents and contractors, from and against any and all claims, suits, losses, damages, costs and expenses arising out of the use of the School Facilities for community recreation programs in accordance with the provisions of this Agreement.
10. The School District will indemnify and save harmless the City and the Society and their officers, employees, servants, agents and contractors, from and against any and all claims, suits, losses, damages, costs and expenses arising out of the use of the City Facilities for educational programs in accordance with the provisions of this Agreement.
11. Each of the School District, the City and the Society will do all things necessary to carry out the full intent of this Agreement.

Signed as at the date first above written.

NORTH OKANAGAN-SHUSWAP SCHOOL DISTRICT #83
by its authorized signatories:



 C.G.A.

CITY OF SALMON ARM
by its authorized signatories:

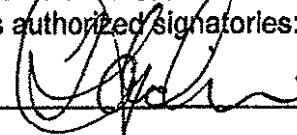


MARTY BOOTSMA
MAYOR



CARL BANNISTER
Corporate Officer

SHUSWAP RECREATION SOCIETY
by its authorized signatories:





JACKSON SITE AGREEMENT

THIS AGREEMENT dated for reference the 1st day of July, 2007.

BETWEEN: **NORTH OKANAGAN-SHUSWAP SCHOOL DISTRICT #83**
 (the "School District")

AND: **CITY OF SALMON ARM**
 (the "City")

AND: **SHUSWAP RECREATION SOCIETY**
 (the "Society")

WHEREAS:

A. The School District is the registered owner of the Jackson campus of Salmon Arm Senior Secondary School, located at 551 - 14th Street N. E., in the City of Salmon Arm.

B. The westerly portion of the Jackson campus (the "Jackson Site") has been identified by the School District and the City as a location for joint educational and community recreation programs in accordance with the provisions of the Joint Use Agreement between the School District, the City and the Society dated the 1st day of January, 2007 (the "Joint Use Agreement").

C. The School District, the City and the Society intend that this agreement will set out their mutual obligations with respect to the development and operation of recreational improvements and community recreation programs on the Jackson Site.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter set out and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the School District, the City and the Society covenant and agree with one another, as follows:

1. The School District will upgrade the existing playing field (the "Playing Field") on the Jackson Site to the standards of the City and the City will pay any incremental costs incurred by the School District in the event that the standards of the City exceed the standards of the School District.
2. The City will, to its standards, reconstruct the existing tennis courts and will construct further improvements on the Jackson Site, including a field house

containing washrooms and mechanical works, a multi-purpose play area, walkways, stairways, parking areas and related facilities (the "Recreational Improvements"). The Recreational Improvements will be located on the Jackson Site in accordance with the plan attached and marked Appendix "A" to this Agreement.

3. The Playing Field upgrades and the construction of the Recreational Improvements will be proceeded with in separate phases, namely:
 - a) Phase 1
 - playing field upgrades: including drainage and irrigation installation and improvement, field surface restoration and installation of soccer nets and posts;
 - tennis court reconstruction: including asphalt playing surface, fencing, hardware, stairs and walkway;
 - multi-purpose play area construction, including asphalt playing surface, bumper boards and chain link fencing;
 - field house construction: including provision of water, sanitary sewer and hydro services.
 - b) Phase 2
 - further playing field upgrades: including lighting, bleachers and public address system;
 - parking lot upgrades: including asphalt overlay for 39 parking stalls, drainage improvements, concrete sidewalks and stairs.
4. The Playing Field upgrades and construction of the Recreational Improvements will be proceeded with once suitable funding arrangements have been made and, in the case of the Recreational Improvements, upon receipt of tender acceptable to the City. The Joint Use Committee established by the Joint Use Agreement will address funding issues and will make recommendations, as required, for approval by the Board of Trustees of the School District and by City Council of the City. The Joint Use Committee will, in addition to addressing funding contributions to be made by the School District and the City, make arrangements to secure funding from the Province of British Columbia under the School Community Connections Program as well as contributions from individuals or organizations within the community.
5. The City will arrange for tender of both phases of the construction of the Recreational Improvements once suitable designs and cost estimates are obtained.

6. The School District and the City will maintain the Playing Field and the Recreational Improvements, and will pay the associated costs of such maintenance, in accordance with the provisions of Appendix "B" to this Agreement. The School District and the City will be at liberty to modify this Agreement by substituting an amended version or versions of Appendix "B", from time to time, as may be necessary or appropriate.
7. The Playing Field and the Recreational Improvements will be available for community recreational use from 6:00 p.m. to 10:00 p.m. on week days when school is in session and from 8:00 a.m. to 10:00 p.m. on weekends and on week days when school is not in session.
8. The School District will, within 10 days of the commencement of the school term, advise the Society of inter-school athletic schedules which involve the use of the Playing Field or any of the Recreational Improvements during the time or times designated for community recreational use. Thereafter, the School District will provide not less than two weeks notice to the Society of its requirement to utilize those facilities during such time or times for student purposes, failing which any community recreational use already booked by the Society shall take precedence.
9. The School District will provide to the Society a list of specific regulations and requirements with respect to the community use of the Playing Field and the Recreational Improvements.
10. The Society will inform any intended users of the Playing Field and the Recreational Improvements of the requirements of the School District and will, to the best of its ability, ensure compliance with those requirements at all times.
11. The School District will be entitled to cancel bookings arranged by the Society for the Playing Field or the Recreational Improvements in the event of non-compliance by users with the regulations or requirements of the School District.
12. The School District will also be entitled to cancel any bookings arranged by the Society for the Playing Field if, in the opinion of the School District, such use would cause damage to the Playing Field having regard to weather conditions or the state of maintenance of the Playing Field.

- 13. The School District may delegate its authority with respect to operating issues, including dealings with the Society relative to bookings and the use of the Playing Field and the Recreational Improvements, to the principal of the Jackson campus or his or her designate.

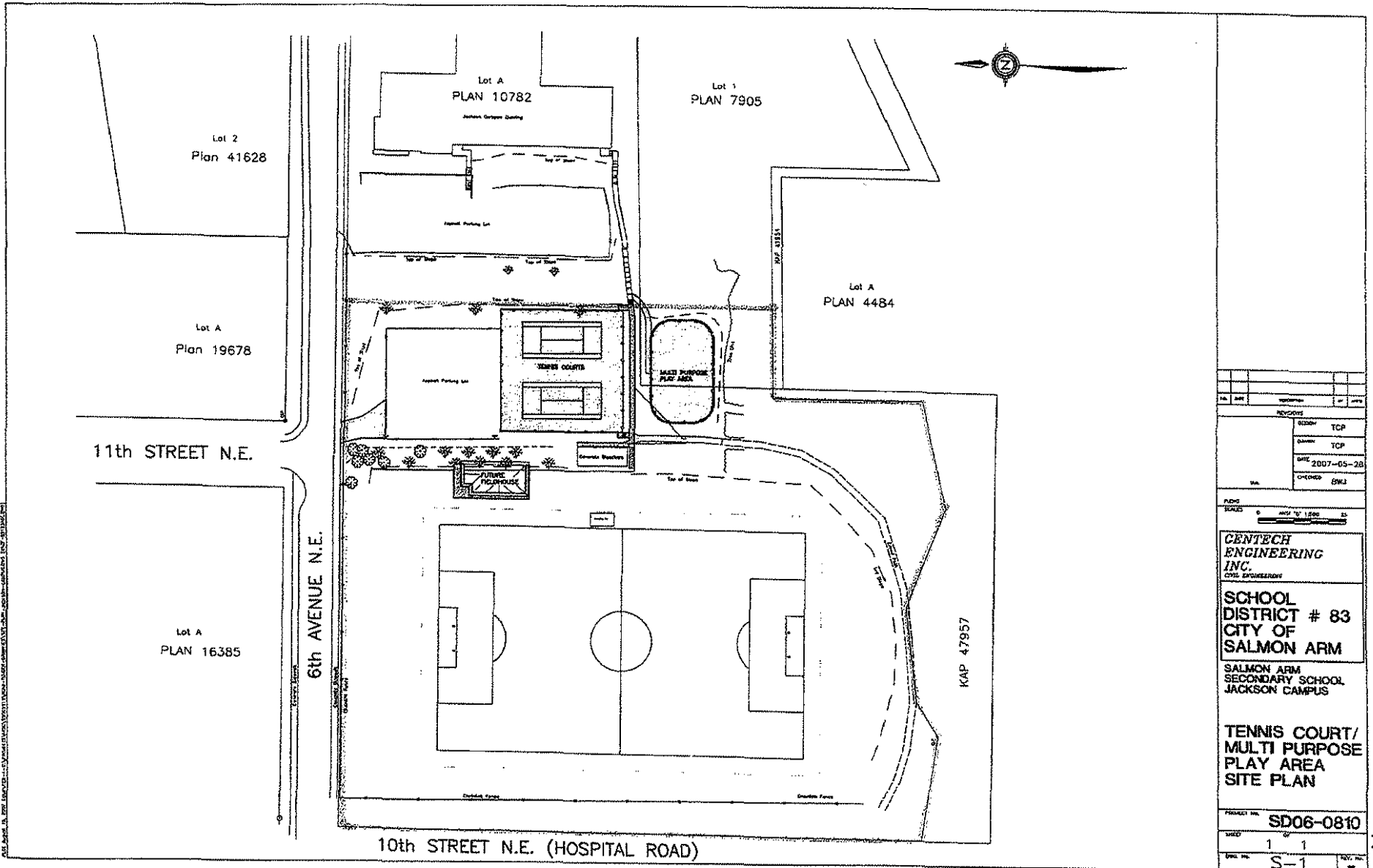
- 14. This Agreement is a schedule to the Joint Use Agreement and may be referred to as the Jackson Site Agreement.

SIGNED as at the date first above written.

NORTH OKANAGAN-SHUSWAP SCHOOL DISTRICT #83
by its authorized signatories:

CITY OF SALMON ARM
by its authorized signatories:

SHUSWAP RECREATION SOCIETY
by its authorized signatories:



DATE	BY	REVISION
REVISIONS		
NO.	DATE	DESCRIPTION
1	TCP	
2	TCP	
3	2007-05-28	
4	CHECKED	SMJ

PLOT SCALE
 0 100' 200' 300' 400' 500' 600' 700' 800' 900' 1000'

CENTECH ENGINEERING INC.
 CIVIL ENGINEERING
SCHOOL DISTRICT # 83
CITY OF SALMON ARM

SALMON ARM SECONDARY SCHOOL
 JACKSON CAMPUS

**TENNIS COURT/
 MULTI PURPOSE
 PLAY AREA
 SITE PLAN**

PROJECT NO.	SD06-0810
SHEET NO.	1 of 1
DATE	S-1

Appendix "A"

JOINT USE AGREEMENT
APPENDIX "B" – JACKSON CAMPUS

Facilities subject to the Joint Use Agreement (outlined in Red)

- Playing Fields
- Tennis Courts
- Field House
- Multi-Purpose Play Area

School District (SD) Responsibility	City of Salmon Arm (CSA) Responsibility or Other	Service level = SL Notes SD = School District, CSA = City, S = Society
Playing Fields		
Irrigation of Fields	Reimburse SD for increased summer irrigation if requested	SD Irrigation 2 x per week Spring & Fall, Summer as needed, CSA is fine with this level
New water meter to Field House to be billed to SD	Field house water costs are considered immaterial at this time, if they become material SD to be reimbursed.	SD (estimate is 50,000 gallons = \$203)
Regular Grass Cutting – to CSA standard	Reimburse SD for increased service level. Reimburse SD \$3,902 for the additional 18 cuts @ 213/cut	SD Grass Cutting - April/May/Sept./Oct. – 9 calendar day cycle, CSA SL is 6 calendar day cycle SD Grass Cutting - June – 9 calendar day cycle, CSA SL is 5 calendar day cycle SD Grass Cutting – July & August – 21 day calendar day cycle, CSA SL is 5 calendar day cycle
Extra Grass Cutting (Tournaments, etc)	Reimburse SD or City to cut the grass	Estimate 6 times per year, Cost per cutting = \$213
Other	Soccer line marking (painting) – done by user groups	
	Top Dress and over seed twice per year	SD once every fourth year – CSA twice per year (first couple of years)
Aeration – twice per year		SD once per year, CSA twice per year (first couple of years)
Fertilization, five times per year	Reimburse SD \$2,000 (4 x \$500)	SD once per year, CSA five times per year
Field House & Field Lighting		
Emptying in ground garbage containers	Custodial cleaning, washrooms, changes rooms, etc.	CSA to determine service level
Unlock washrooms at 4:00pm on school days for public access	All Maintenance of Building & Lighting renovations and upgrades (subject to prior approval of SD) Electrical usage	CSA to determine service level

School District (SD) Responsibility	City of Salmon Arm (CSA) Responsibility or Other	Service level – SL Notes SD – School District, CSA – City, S – Society
	Litter collection on fields for evening and weekend public use Locking washrooms each evening and opening and closing washrooms on weekends and non-instructional days	CSA to be responsible for locking at night and open/close on weekends.
Tennis Courts		
	Maintenance of courts and nets Fencing repair Resurfacing of courts	CSA CSA CSA
Multi-Purpose Play Area		
Maintenance of play area		SD
Fencing repair		SD
Repair to basketball hoops		SD