

CITY OF WHITEHORSE
BYLAW 2021-19

A bylaw to authorize the adoption of a Joint Use Agreement

WHEREAS section 265 of the *Municipal Act* (R.S.Y. 2002) provides that council may pass bylaws for municipal purposes respecting the acquisition, sale, management, mortgaging, construction, leasing, renting, or any other dealings with any real or personal property, or any interest in land, buildings or other improvements on land or personal property; and

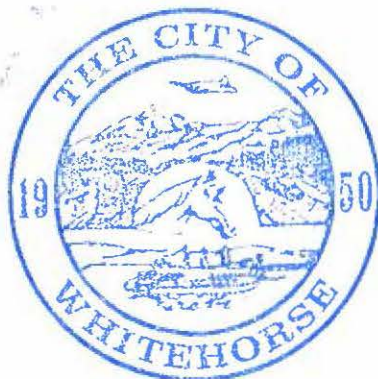
WHEREAS the City, the Government of Yukon and the Commission scolaire francophone du Yukon have negotiated an agreement to maximize the use of public facilities in Whitehorse for the period September 1, 2021 through August 31, 2024;

NOW THEREFORE the council of the municipality of the City of Whitehorse, in open meeting assembled, hereby ENACTS AS FOLLOWS:

1. The City of Whitehorse is hereby authorised to enter into a Joint Use Agreement with the Government of Yukon and the Commission scolaire francophone du Yukon with respect to public facilities in the City of Whitehorse. The said agreement is identified as Appendix "A" and forms part of this bylaw.
2. The Mayor and Assistant City Clerk are hereby authorized to execute the Joint Use Agreement identified in section 1 of this bylaw on behalf of the City of Whitehorse.
3. This bylaw shall come into full force and effect upon the final passing thereof.

FIRST and SECOND READING: May 10, 2021

THIRD READING and ADOPTION: May 25, 2021



A handwritten signature in blue ink, appearing to read "Dan Curtis".

Dan Curtis, Mayor

A handwritten signature in blue ink, appearing to read "Norma L. Felker".

Norma L. Felker, Assistant City Clerk

**YUKON — WHITEHORSE
PUBLIC FACILITIES JOINT USE AGREEMENT**

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**YUKON — WHITEHORSE
PUBLIC FACILITIES JOINT USE AGREEMENT**

BETWEEN:

YUKON GOVERNMENT – Department of Education

As represented by the Minister of Education
(Herein referred to as “Yukon Education”)

AND:

Commission scolaire francophone du Yukon (CSFY)

As represented by the Executive Director
(Herein referred to as “CSFY”)

AND:

THE CITY OF WHITEHORSE

As represented by the Mayor of Whitehorse
(Herein referred to as "the City")

WHEREAS

It is the responsibility of the City to plan, develop, construct, operate and maintain park and recreational land and facilities in the City of Whitehorse.

It is the responsibility of Yukon Education and school boards to develop and deliver educational programs and provide the necessary facilities and sites for these programs.

The Parties support sharing of publicly funded facilities to maximize benefit to students and citizens of Whitehorse.

The Parties are agreeable to the use of their respective public facilities in accordance with the provisions of this Agreement.

The Parties are agreeable to the implementation of a benefits-based approach to the allocation of facility space, reflecting the community's needs, personal and social connectedness, economic vitality, and environmental consciousness.

The Parties agree that success of this Agreement is dependent on continued commitment to the purpose, vision and goals located herein.

The Parties wish to reaffirm their commitment to the principles of the shared use of City facilities and School facilities.

In such regard, and in recognition of the importance of collaboration, the Parties agree to act openly, fairly, and as far as each may legally do so, to execute and deliver to each other such documentation and do such acts as may be required to reasonably carry out the principles of this Agreement.

The Parties agree that the foregoing Preamble shall form part of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

“benefits-based approach” means an evolutionary process that helps reposition, promote, and provide services that are truly essential to the community's needs. It is an abstract concept (rather than a concrete model) used to develop outcome-oriented performance measurement indicators and tools to gauge progress towards becoming a benefits driven vibrant community in the field of recreation.

“Booking Office” means the City of Whitehorse, Recreation and Facility Services Department, Facility Booking Agents.

“designated representative” is the contact person for each facility user or partner.

“facility owner” means Yukon Education or school board who controls the respective school building and grounds and the City who controls the respective municipal public facilities.

“Facility staff” means the employees and contractors of the Parties, providing services and maintaining facilities in this Agreement.

“Facility User” means all users groups and school groups that benefit from and book services in this Agreement.

“Goals” means those fundamental concepts, set out in this Agreement that shall guide the actions and relations of the Parties as they work together to meet the needs of the citizens of Whitehorse.

“Parties” means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.

“Partners” means any entity that partakes in or benefits from the Agreement.

“public facilities” means all facilities outlined in Appendices used for Joint Use activities.

“Rental Contract” means the formal booking contract, provided by the Booking Office to the designated representative, created and signed off for each Facility user event, outlining the rental terms and conditions, for bookings as per this Agreement.

“school board” means a local board or authority responsible for the provision and maintenance of schools (eg. CSFY).

“school group” is any school group that fits within the eligibility criteria set out in this agreement and books the use of public facilities.

“user group” is any community group or sport governing body that books the use of YG facilities in this agreement.

2. TERMS OF THE AGREEMENT

- 2.1. This Agreement shall endure from September 1, 2021 through August 31, 2024.
- 2.2. The Agreement may be extended, cancelled, or revised at any time upon mutual consent.
- 2.3. The Agreement shall be extended for up to one calendar year from the expiration date specified above if a new agreement has not been put in place.

3. CONTACTS

- 3.1. The contact for Yukon Education is the Director of Operations.
- 3.2. The contact for the City is the Manager of Recreation and Facility Services.
- 3.3. The contact for CSFY is the Communications and Community Relations analyst.

4. PURPOSE

- 4.1. To provide a framework by which selected public facilities within the bounds of the City of Whitehorse can be utilized by the community to the maximum extent practicable using a benefits-based approach for space allocations.
- 4.2. The Agreement covers facility uses outside of the core school activities of Yukon Education and core recreation activities of the City.

5. VISION

- 5.1. Available public facility space is highly utilized for valued community needs, and is allocated fairly, equitably and on the basis of demonstrable needs and benefits to the community, with youth-oriented activities as the highest priority.
- 5.2. Partners subject to the AGREEMENT:
 - respect each other, the facilities and the community;
 - actively work together to resolve allocation and scheduling issues;
 - cooperate and communicate to enhance the community's self-image; and
 - build healthy opportunities for individuals to connect in ways that benefit all.
- 5.3. Progressive partnerships are encouraged as a means of promoting community spirit and community wellness through utilization of public facilities.

6. GOALS & PRINCIPLES

- 6.1. The Parties share the common goal of providing opportunities and activities, for all ages through the promotion and provision of recreation and active living services, essential to a healthy vibrant community. The key principles to this approach are:
 - Advancing community health and well-being through recreation and leisure opportunities
 - Ensuring fair and just access to facilities, both indoors and out
 - Prioritizing access for children and youth

7. PROCESS

- 7.1. After the needs of the facility Owners are met, the facilities indicated in this Agreement will be made available to facility users.
- 7.2. Facilities covered by this agreement are booked through the Booking Office.
- 7.3. Inquiries are evaluated by a measurement system (Assessment Tool), focused on our "Purpose, Vision and Goals," that will determine whether the community is receiving the identified benefits through the offering of the activity.

- 7.4. The Parties will provide facility user monitoring processes that will assist in evaluating the appropriate use of public facilities.
- 7.5. Facility Owners will provide specific rules, security procedures, equipment lists and any changes to the availability dates to the Booking Office.
- 7.6. The Booking Office will provide a copy of the Agreement and Rental Contract to the designated representative and have the designated representative review all pertinent documents, providing signatures and/or initials where required.
- 7.7. The Booking Office will prepare and provide a master list of confirmed public facility bookings to the Parties. Applicable portions of the master list may be provided to each school principal, designated representative and each Facility Owner.

8. ALLOCATION

- 8.1. Allocation deadlines are established to allow reasonable time for facility management, school activity planning, and community use planning.
- 8.2. Facility owners will confirm facility availability.
- 8.3. Facility users will be required to submit requests within the allocation deadlines.
- 8.4. The City will advertise the booking deadlines and confirm facility user schedules within the allocation deadlines.
- 8.5. Allocation Priorities and Deadlines are outlined in the Appendices.

9. FEES

- 9.1. The Parties agree to establish a fee schedule, maintained at a level ensuring facility users have the ability to participate in the JUA.
- 9.2. Fees will be charged to user groups, as outlined in the Appendix B, including but not limited to, cancellation or change fees, key and damage deposits, and janitorial fees or damages as required for cost recovery.
- 9.3. Fees will be charged to school groups, as outlined in Appendix A, including but not limited to, program fees, cancellation or change fees, and extra staffing as required for cost recovery.
- 9.4. Yukon Education will provide a yearly contribution in the amount of \$40,000.00 on September 1 of each year to the City towards the administration costs of the Agreement.
- 9.5. The City will collect all revenues pertaining to this Agreement and disperse any applicable fees to Yukon Education payable to Territorial Treasurer, Box 2703, Whitehorse, Yukon, Y1A 2C6, re. Joint Use Agreement with Yukon Education.

10. MAINTENANCE AND CANCELLATIONS

- 10.1. Future planned maintenance schedules that pertain to facilities in this Agreement will be shared with the Booking Office prior to Allocation timelines.
- 10.2. The Facility owner will establish maintenance standards and conform with generally accepted maintenance practices and provide a mechanism for facility users to report maintenance issues and/or recommendations.

- 10.3. Regular repair and maintenance of any public facility and its operational costs are the complete responsibility of the facility Owner.
- 10.4. Any facility may be withdrawn temporarily for repairs or renovations providing notice at least fourteen (14) days in advance or in the event of an emergency as soon as reasonably practicable.
- 10.5. The Booking Office will contact the designated representative to provide written notice of any facilities withdrawn from use.

11. LIABILITY AND INSURANCE

- 11.1. User Groups must provide proof of three million dollars (\$3,000,000.00) general liability insurance covering the organization. Special requests to waive the insurance requirement must be made in writing to the Booking Office.
- 11.2. Facility users are responsible for any claim, demand, cost, damage, action, suit or proceeding that is, in any manner, based upon, or arising from, or attributable to, its negligence or willful misconduct in relation to the performance of this Agreement or the carrying out of this Agreement by the facility user.
- 11.3. The facility Owner is responsible for the repair of damage caused by a facility user. This does not preclude the facility Owner from securing reimbursement from the facility user, through their liability insurance or damage deposit.
- 11.4. The Booking Office will notify the facility user if the Facility Owner revokes user privileges for failure to adhere to the code of conduct or for infractions listed in this Agreement.

12. CODE OF CONDUCT

Facility Users and Facility staff will conduct themselves with:

- 12.1. mutual respect of each other's goals and needs, recognizing that the facilities are made available for the benefit of all.
- 12.2. respect between facility users and facility staff;
- 12.3. an understanding that facility users are held accountable for the care of the facilities during their use.

Facility users will:

- 12.4. follow the procedures and rules outlined in this Agreement and Appendices.
- 12.5. review all pertinent documents and the designated representative will provide signatures and/or initials where required.
- 12.6. report all maintenance issues through the Booking Office to submit to Facility Owners.

13. CHANGES TO THE AGREEMENT

- 13.1. All appendices can be amended as required by the mutual consent of the Parties and must be agreed to in writing by the contacts.
- 13.2. No provision of this Agreement, shall be deemed to have been changed unless made in writing and signed by each party.

