

# CITY OF WHITEHORSE

## BYLAW 2015-24

A bylaw to authorize the adoption of a Joint Use Agreement

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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 and the Government of Yukon have negotiated an agreement to maximize the use of public facilities in Whitehorse for the period September 1, 2015 through August 31, 2018;

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 with respect to Yukon and Whitehorse public facilities. The said agreement is identified as Appendix "A" and forms part of this bylaw.
2. The Mayor and 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:** July 27, 2015

**THIRD READING and ADOPTION:** August 31, 2015

ORIGINAL BYLAW SIGNED BY:

\_\_\_\_\_  
"Betty Irwin"  
Betty Irwin, Deputy Mayor

\_\_\_\_\_  
"N. L. Felker"  
Norma L. Felker, Assistant City Clerk

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

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2015

Effective: September 1, 2015 through August 31, 2018

BETWEEN:

**YUKON GOVERNMENT – Department of Education**  
As represented by the Minister of Education  
(Herein referred to as "Department of Education")

PARTY OF THE FIRST PART

AND:

**THE CITY OF WHITEHORSE**  
As represented by the Mayor of Whitehorse  
(Herein referred to as "the City")

PARTY OF THE SECOND PART

WHEREAS both parties agree that public facilities within Whitehorse should be utilized to the maximum extent feasible; and

WHEREAS both parties are desirous of establishing a mutual exchange of the use of public facilities for the benefit of citizens of Whitehorse and students of all Department of Education schools; and

WHEREAS both parties are agreeable to the use of their respective public facilities in accordance with the provisions of the Whitehorse Yukon Public Facilities Joint Use Agreement (JUA); and

WHEREAS both 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.

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## **THE PARTIES AGREE AS FOLLOWS:**

### **MISSION**

The purpose of the Joint Use Agreement (JUA) is to provide a framework by which selected school buildings and grounds, controlled or operated by Department of Education and selected public facilities controlled by the City can be used by the community to the maximum extent practicable using a benefits-based approach for space allocations.

The JUA makes provisions for use of the facilities, subject to the “Mission, Vision and Values” and all applicable terms and conditions contained in the JUA.

The JUA covers facility uses **outside** of the core school activities of Department of Education and core recreation activities of the City.

The JUA covers public facilities within the boundaries of the City.

### **VISION**

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.

All parties subject to the JUA, 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. Progressive partnerships are encouraged as a means of promoting community spirit and community wellness through utilization of public facilities.

### **VALUES**

The JUA values the repositioning, promotion and provision of services, essential to the community's needs, which are truly essential to becoming a benefits-driven vibrant community in the field of recreation. The principles of this approach include the following:

- Recreation and active living are essential to personal health – a key determinant of health status.
- Recreation and active living are key to balanced human development-helping Canadians reach for their potential.
- Recreation and parks are essential to quality of life.
- Recreation reduces self-destructive and anti-social behaviour.
- Recreation and parks build strong families and healthy communities.
- Pay now or pay more later! Recreation reduces health care, social services and police/justice costs.
- Recreation and parks are significant economic generators in every community.
- Parks, open spaces and natural areas are essential to ecological survival.

Community needs are defined and/or determined through a collaborative community effort involving all possible partners. This approach provides for innovation and leadership in all walks of life and can be key in nurturing culture and self-esteem while increasing health, wellness and the quality of life for individuals in the community. Its approach is to recognize and incorporate the following:

- Reflecting community needs
- Ensuring social connectedness
- Building community spirit
- Building healthy opportunities
- Promoting economic revival; and
- Developing progressive partnerships

## **1. CODE OF CONDUCT**

Department of Education and the City agree that success is dependent on the continued commitment to the intent of this joint user agreement as well as:

- participation by user groups reflecting the diversity of the community and assuring opportunities for gender equity and inclusiveness;
- mutually respectful of each other's values and needs, recognizing that the facilities are made available for the benefit of *all*. Facility users and facility staff are respectful of each other; and
- an understanding that facility users are held accountable for the care of the facilities during their use.

## **2. DEFINITIONS**

In this Agreement:

- a) “designated representative” is the contact person for the user group.
- b) “facility booking agent” means the City of Whitehorse, Recreation and Facility Services Department representative.
- c) “facility operators” means the selected school buildings and grounds controlled or operated by Department of Education and selected public facilities controlled by the City.
- d) “fundraising event” means any event sponsored by a non-profit group, society, or organization to which the public is invited and is required to either pay an admission fee or is encouraged to purchase goods or services offered for sale. All profit is turned back to the non-profit group, society or organization. See Appendix F for Fee Schedule.
- e) “public facilities” means all Department of Education facilities outlined in Appendix B and all City facilities outlined in Appendix C.
- f) “user(s)” or “user groups” are any facility booking group or sport governing body using “public facilities” as defined above.

### 3. FACILITY ALLOCATION POLICY

Department of Education and the City agree:

- 3.1. to implement a benefits-based philosophy to facility allocation, according to identified priorities, and to develop a measurement system (Appendix G – Assessment: Benefits-Based Approach), focused on our “Mission Vision and Values,” that will determine whether the community is receiving the identified benefits through the offering of the activity.
- 3.2. to make available to user groups, after the needs of the facility owners are met, the facilities indicated in “Appendix B: Department of Education Public Facilities Available for Community Use” and “Appendix C: City of Whitehorse Public Facilities Available for School Use.”
- 3.3. the Department of Education is to provide to the City confirmation of facility availability dates for the following schedules:
  - Fall schedule (September to June) by May 1
  - Summer schedule (July, August) by May 1
  - Christmas Break schedule by November 1
  - March Break schedule by February 1
  - Outdoor Facility schedule by April 1
- 3.4. that youth activities receive booking preference and primary time allocations between the hours of 5:00 pm to 9:00 pm are reserved for youth activities, programs and events.
- 3.5. to develop a shared facility booking calendar and distribute to all applicable parties.
- 3.6. that all Appendices, by mutual consent of each party, can be amended as required.
- 3.7. that all user groups providing their facility booking requests for the up and coming year by June 1 will be given priority over facility booking requests received after June 1.
- 3.8. that any facility may be withdrawn temporarily from the JUA for repairs or renovations. The City will contact the designated representative and provide written notice fourteen (14) days in advance or verbal notice “as soon as reasonably practicable” in the case of an emergency.
- 3.9. to allocate public facilities (see Appendix B & C) in decreasing order of priority. Activities will be prioritized and scheduled according to a balanced approach, in alignment with the “Mission, Vision and Values.” Priority will be given as indicated and defined below:

## **Department of Education of Public Facilities allocation for Community Use:**

### “Special Event” requests:

As outlined below and received prior to the June 1 deadline are scheduled in advance of the regular bookings for the year to ensure that space is available and that the regular user groups are aware, in advance, that their space is not available during the “special event” booked times.

1. School Special Event:  
Any event organized by the school and occurring in the school.
2. Non Profit Special Event  
Any event organized by a non-profit community organization where no additional monies are collected (tournament, concert or celebration). Each user group is limited to two (2) special events during the school season which would bump a regular user. Priority will be given as follows:
  - a) Child / Youth
  - b) Adult / Senior
  - c) Fundraising Event (definition moved to definition page)

### Regular Bookings:

3. School Regular Bookings:  
Co-curricular or extra-curricular programs and activities sponsored by Department of Education, school board or school council. These are scheduled outside the regular school day and are a part of a school’s regular program of activities.
4. Child / Youth Activities:  
Any community program or activity sponsored by a non-profit group, society or organization for individuals below the age of nineteen. The program must be comprised solely of youth under the supervision of a responsible adult.
5. Adult / Senior Activities:  
Any community program or activity sponsored by a non-profit group, society or organization where the majority of individuals are above the age of eighteen (18).

### Other Activities:

6. Political or Religious Event:  
Any event or program of activities sponsored by groups, societies, and organizations (such as a service, bible study, rally, campaign) where the primary aim is political or religious in nature or where the event is used for fund raising to support the group’s goals and objectives. This does not include recreation or leisure activities that are sponsored by a religious group for the general public. See Appendix F for Fee Schedule.

7. **Public Meeting:**  
An activity, meeting or event that is open to the general public, at which there is no exchange of money, and is sponsored by a non-profit group, society or organization.
8. **Private Meeting**  
An activity, meeting or event that is closed to the general public, at which there is no exchange of money, and sponsored by a non-profit group, society or organization. See Appendix F for Fee Schedule.
9. **Non Specified Event – Contact the Facility Booking Agent**
  - a) **Commercial Event:**  
Any event sponsored by a group, individual or business where the group, individual or business profits and to which the public is invited and is required to either pay an admission fee or is encouraged to purchase goods or services offered for sale. See Appendix F for Fee Schedule.
10. **Late requests**  
Any request submitted to the Facility Booking Agent after the June 1 deadline is subject to availability.

#### **City of Whitehorse Public Facilities Allocation for School Use:**

1. Learn to Swim (2 grades within each school)
2. Swim Patrol (Grade 6 and 7)
3. Learn to Swim for additional grades within each school
4. Whole School Swims
5. Recreational Swim times
6. Recreational Skate times
7. Late Requests: Any request submitted to the Facility Booking Agent after the June 1 deadline is subject to availability

#### **4. PROCEDURES**

Department of Education and the City agree:

- 4.1 that the use of any facility covered by this agreement will be booked through the City of Whitehorse, Recreation and Facility Services Department, Facility Booking Agent.
- 4.2 that user groups will follow the procedures outlined in “Appendix D: Department of Education Procedures for Booking Public Facilities” and “Appendix E: Procedures and Rules Governing Yukon School Use of City Public Facilities”.
- 4.3 that user groups will follow the rules outlined in “Appendix A: School Booking Form and School Rules,” as well as any rules provided by a specific schools,



(which will be provided by each school to facility booking agent), to be distributed by the Facility Booking Agent and reviewed by and signed by each designated representative.

- 4.4 that maintenance standards shall be determined by the facility operator and shall conform with generally accepted maintenance practices and provide a mechanism for user groups to report maintenance issues and/or recommendations.
- 4.5 that each will develop user group monitoring processes that will assist in the evaluation of the appropriate use of public facilities by the user groups. Evaluation to be based upon the JUA, "Appendix A: School Booking Form and School Rules" and Appendix D and Appendix E and any other documents deemed appropriate.

Department of Education agrees:

- 4.6 to prepare and provide to the City "Department of Education Rules Governing the Use of Public Facilities." Appendix A: School Booking Form and School Rules"

The City agrees:

- 4.7 to provide a copy of the JUA and all appropriate Appendices to the designated representative and have the designated representative review all pertinent documents, providing signatures and/or initials where required.
- 4.8 to prepare and provide a master list of confirmed public facility bookings to the Department of Education. Applicable portions of the master list may be provided to each school principal, designated representative and each supervisor of a City public facility.
- 4.9 to advertise, by May 1st of each year, prior to the start of the September booking period, that bookings are being accepted for use of public facilities for activities, programs, and events during the upcoming school year.

## **5. LIABILITY**

- 5.1. Each user group shall be 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 wilful misconduct in relation to the performance of this JUA or the carrying out of this JUA by the user group, as outlined in "Appendix A: Appendix D: Department of Education Rules Governing the Use of Public Facilities, Damages and Losses and "Appendix E: Procedures and Rules Governing Yukon School Use of City Public Facilities."
- 5.2. The Department of Education and the City agree that user groups must provide proof of two million dollars (\$2,000,000.00) general liability insurance covering the organization. Special requests to waive the insurance requirement can be made to Department of Education through the Facility Booking Agent in writing.

## 6. CHARGES

Department of Education and the City agree:

- 6.1 that they will not charge each other for the use of all public facilities covered by the JUA.
- 6.2 to establish a fee schedule, maintained at a level ensuring user groups have the ability to participate in the JUA, as set out in "Appendix F: Fee Schedule for Use of Public Facilities for Department of Education and City."
- 6.3 the City will remit to Department of Education, on an ongoing basis, all revenues derived from the rental of the public facilities depicted in Appendix B.
- 6.4 that regular repair and maintenance of any public facility and its operational costs are the complete responsibility of the facility operator. The facility operator shall be responsible for the repair of damage caused by a user group. This does not preclude the facility operator from securing reimbursement from the user group, as per "5. Liability" of this JUA.
- 6.5 Department of Education will provide a yearly contribution in the amount of \$30,000.00 on the 1st of September of each year to the City towards the administration costs of the JUA.

## 7. CHANGES TO AGREEMENT

- 7.1. No provision of this JUA, with the exception of the Appendices, shall be deemed to have been changed unless made in writing and signed by the City of Whitehorse and the Department of Education. Changes to the Appendices must also be made in writing. If any provision is unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the remaining provisions of this JUA and such provisions shall be severable from the remainder of this JUA.

## 8. TERMS OF THE JUA

This JUA shall endure from **September 1, 2015 through August 31, 2018**. However, the JUA may be extended, cancelled, or revised at any time upon mutual consent, or shall be considered to be ongoing until a new agreement has been put in place, which may be up to one calendar year from the expiration date specified above.

## 9. CONTACTS

Department of Education and/or the City may make written requests for changes to this JUA through the Manager of Recreation and Facility Services, City of Whitehorse or Director of Finance, Yukon Government Department of Education.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their seals at the City of Whitehorse, in the Yukon Territory, on the day and year written below.

**GOVERNMENT OF YUKON – Department of Education**

PER:

_____	_____	_____
Date	Witness	Judy Arnold, Deputy Minister Department of Education

**THE CORPORATE SEAL OF THE CITY OF WHITEHORSE WAS HEREUNTO  
AFFIXED IN THE PRESENCE OF:**

_____	_____	_____
Date	Norma L. Felker Assistant City Clerk	Dan Curtis Mayor

# APPENDIX A: School Facility Booking Form, including General School Rules



## SCHOOL FACILITY BOOKING FORM

Recreation and Facility Services  
Canada Games Centre / Fax: 668-8675 / Phone: 633-8518

<b>SPECIAL PERMISSION</b>
<b>REQUIRED</b> <input type="checkbox"/>

<b>Organization:</b>		<b>Activity:</b>	
<b>Age of Participants:</b>	<b># of Participants:</b>	<b>Will you be charging an admission fee:</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Main Contact:</b>		<b>Phone (day):</b>	
<b>Email Address:</b>		<b>Phone (eve):</b>	
<b>Mailing Address:</b>		<b>Postal Code:</b>	

	Request for School Use (please print clearly)	Confirmed To be completed by the Facility Booking Agent	The School is <b>NOT</b> available on the following dates: *All Statutory Holidays and Christmas, Spring, & Summer Breaks *See Special Events School Calendar for additional dates
School			
Area Required			
Circle Day/s Required	Mon Tues Wed Thurs Fri Sat Sun		
Starting Time			<b>Occupancy Fee</b> (if applicable) <b>Make cheque payable to Territorial Treasurer</b> # of days x cost \$ per day:
Finishing Time			
Starting Date			
Finishing Date			

**Additional Information:**

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I hereby agree to comply with all rules, regulations and procedures as established by the City of Whitehorse, Department of Education, and the School on behalf of my organization.

Signature of User Group Contact: \_\_\_\_\_ Received Proof of Insurance:

**Authorized Signature for SPECIAL PERMISSION:** \_\_\_\_\_

Signature of City Representative: \_\_\_\_\_ Date Received by Facility Booking Agent: \_\_\_\_\_

To be completed by the Facility Booking Agent

<b>Date:</b>	<b>Key Return Date:</b>	<b>Security Code:</b>
<b>Key/Card Issued To:</b>	<b>Key/Card #(s):</b>	
<b>Key Deposit:</b> \$	<b>Payment Type:</b>	Holding <input type="checkbox"/> Deposited <input type="checkbox"/>
<b>\$500.00 Damage Deposit Received</b> <input type="checkbox"/>	<b>Payment Type:</b>	Holding <input type="checkbox"/> Deposited <input type="checkbox"/>
<b>Key/Card Returned:</b>	<b>Summer Key Return Date: August 31</b>	<b>Fall/Winter Key Return Date: June 30</b>
<b>Key/Card Deposit Refunded</b> <input type="checkbox"/>	<b>All keys/cards/fobs must be returned by these dates or deposits will be forfeited</b>	
	<b>Summer Booking Deadline: April 1</b>	<b>Fall/Winter Booking Deadline: June 1</b>

## **Department of Education's GENERAL SCHOOL RULES**

The designated representative shall be responsible for ensuring that the user group adheres, at a minimum, to the rules found in this appendix and to any other "school specific rules" governing the use of public facilities as provided by the City of Whitehorse, Facility Booking Agent. Please ensure that facility is left in the same or better condition than when you arrived.

**Each designated representative shall:**

### **Access and Security**

1. ensure that designated parking and emergency vehicle access is maintained at all times.
2. inform the user group of the booked facility time. Persons are to enter the booked facility during the scheduled times only, via the approved access point.
3. be responsible for the entrance and exit of members of the user group and/or spectators from the public facility as per the specific school security procedures. Facility doors are to be secured at all times.
4. ensure that users understand that corridors and classrooms not specifically authorized for use are "out of bounds."
5. ensure that each user group completes the "facility specific log book" upon arrival/departure.

### **Supervision**

6. be responsible for the supervision of their organization's members and spectators of the event being conducted. Adequate supervision must be in place at all times. Where it is deemed necessary by the Facility Booking Agent or school principal, a user group may be required to provide on-site supervision (exclusive of coaches, referees, or custodians) such as a "Facility User Group Host" and/or additional security or custodian(s) for an activity, event or program.
7. Supervise all children/youth under the age of 19.

### **Prohibited Substances and Activities**

8. ensure that user groups refrain from using alcohol and illegal substances in any facility or on facility grounds.
9. ensure that smoking is not permitted in school buildings, facilities, on school grounds or in vehicles carrying students under the age of 19. This is in compliance with territorial legislation passed May 2008, "The Smoke-free Places Act" (S4) (3).
10. Prohibited activities include:
  - a. Indoor activities involving animals
  - b. Activities that involve sleepovers in facilities and/or grounds
  - c. Activities that due to their nature and type of equipment used may lead to damage to public facilities or increase the risk of injury to participant and/or spectators.

The Facility Booking Agent, Department of Education and facility operators reserve the right to determine what are considered 'prohibited activities' that fall under 'c)' on a case by case basis.

### **School Gymnasiums**

11. ensure that outer footwear is removed at the entrance to the school.
12. ensure that only shoes with non-marking soles (white or clear-soled running shoes) are permitted.
13. ensure that food and beverages are not permitted, with the exception of drinking water in closed containers.
14. advertising for any recreational activity or production is not to be displayed or affixed to any part of a school grounds or premises without prior authorization from the school principal.

## **Use of Equipment**

15. ensure that permission and arrangements have been made with the principal of the school, prior to the use/access of basketball boards, badminton and volleyball standards and nets and soccer nets. All equipment will be **set up** and **put away** by the user group.

## **Damages and Losses**

16. be responsible for all damages or losses to the facility as a result of the user's acts or omissions during their period of use. This includes acts by unauthorized persons who may have entered the facility due to lack of security by the user group during or after the period of use.
17. document and report any damage, evident upon arrival, to equipment or premises to the Facility Booking Agent.
18. document and report any damage to equipment or premises that was a result of an activity of the user group to the Facility Booking Agent. Damages will be assessed and the user group will be charged, if applicable.
19. be responsible for any lost or stolen items belonging to the members of your organization.

## **Cleaning**

20. shall report any concerns with cleanliness of the premises, evident upon arrival, to the Facility Booking Agent.
21. ensure that the facility is left clean for the next facility user group, including, but not limited to:
  - a) return all equipment to its proper place;
  - b) place garbage in proper recycling receptacles;
  - c) wipe floors, if required, due to spills, muddy shoes etc;
  - d) return tables, chairs, and desks to their proper places; and
  - e) turn off the lights

Cleaning supplies are the responsibility of the user group. If the user group is unable to clean up, the designated representative will make alternate arrangements as the school janitors will **not** cleanup for user groups.

22. If the premises are left in an unacceptable condition as determined by the facility owner, the user group will be charged for janitorial services needed to clean the facility. A minimum of one hour janitorial services will be charged to the facility user group if the Department of Education facility (school) requires cleaning/organizing by the facility owner prior to the commencement of the regularly intended use of the facility (school gyms, school classrooms).

## **Loss of Facility Use Privilege**

23. The City may deny or cancel user group bookings immediately for cause. Failure to comply with the following rules governing the use of facilities can result in a loss of privilege of use and/or charges as per Appendix E.
  - 23.1 Non-payment of damage claims.
  - 23.2 Non-compliance with this appendix, "Department of Education Rules Governing the Use of Public Facilities. May cumulate infractions (previous performance).
  - 23.3 Any illegal activity carried out within the public facility
  - 23.4 Use of facility during unscheduled hours as stated in the booking contract.
  - 23.5 Failure to use allocated space or complete the facility log book (three times or more) with or without a minimum of 36 hours' notice to Facility Booking Agent. Groups who do not complete the log book will be assessed and charged.

**Initials of User Group Designated Representative: \_\_\_\_\_**

**NOTE: Initials indicate: review complete, compliance agreed upon and copy received.**

**APPENDIX B: Department of Education**  
**Department of Education /Commission scolaire francophone du Yukon Public**  
**Facilities for Community Use** Updated September 2015

1. Subject to this JUA, Department of Education / **Commission scolaire francophone du Yukon** makes available the following **INDOOR** public facilities for community use:

SCHOOL	CLASS ROOMS	GYM SHOWERS	STAGE	OTHER ROOMS
Christ the King Elementary		1 w/showers	1	
<b>École Émilie-Tremblay</b>	*	<b>1 w/showers</b>		<b>* Library, Bistro</b>
Elijah Smith Elementary		1 w/showers	1	Multi-purpose Room <b>* Library</b>
F.H. Collins Secondary	*3	1 w/showers	1	<del>*Library</del> , Cafeteria (Rm. 109, 114, 115)
Golden Horn Elementary		1		<b>*Library</b>
Grey Mountain Primary				Activity Room
Hidden Valley Elementary	*	1 w/showers	1	*Library
Holy Family Elementary		1 w/showers	1	
Jack Hulland Elementary		2 gyms 1 w/showers	1	<b>*Library</b>
Porter Creek Secondary	*	1 w/showers	1	*Home Ec, Cafeteria, Library
Selkirk Elementary		1 w/showers	1	*Kitchen
Takhini Elementary		1 w/showers	1	*Library
Vanier Catholic Secondary	*	2 gyms 1 w/shower	1	*Mezzanine (Cafeteria)
Whitehorse Elementary		1 w/showers	1	Activity Room
Wood Street Centre	*3			Rm 1, 2, 5

**\*Special Permission** - For information on what areas and activities are considered "Special Permission," please contact the Facility Booking Agent.

**NOTE:** **La Garderie du petit cheval blanc** will be using EET's facility free of charge when the school is open; after school daycare services and PD days. The **Francophone community** will have priority for bookings at EET. Requests for additional space will be considered and/or approved on a case by case basis by the Facility Booking Agent.

2. Department of Education will make available the aforementioned public facilities, provided they are not required by the school, at the following times:

2.1 September to June Bookings:  
Elementary and Secondary Schools:

a) Monday to Friday inclusive:

5:00am - 7:30am and

3:30pm - 11:00pm

Note: 3:30pm - 5:00pm require special permission

b) Saturday and Sunday: 8:00am - 11:00pm.

2.2 Summer, Christmas, and Spring Break School Bookings:

Department of Education will make three (3) schools available during the summer break, Christmas Break and Spring Break and will ensure the applicable school principals are notified. School facilities will be available from:

Monday to Sunday: 8:00am - 11:00pm.

2.3 School facilities noted above in Clause 1 will not be available for use on statutory holidays and when required for elections, including: school council, municipal, territorial or federal, unless "special permission" is attained. For the purpose of this clause, statutory holidays will include:

New Year's Day	Easter Sunday	Canada Day	Thanksgiving	Boxing Day
Heritage Day	Easter Monday	Discovery Day	Remembrance Day	
Good Friday	Victoria Day	Labour Day	Christmas Day	

Information regarding school availability and booking can be obtained by contacting the Facility Booking Agent.



6. Subject to this JUA, Department of Education / **Commission scolaire francophone du Yukon** makes available the following **OUTDOOR** public facilities:

SCHOOL GROUNDS	SOCCER FIELD	BALL DIAMONDS	OVERLAP	TRACK
Christ the King Elementary	1			
Golden Horn Elementary				
Elijah Smith Elementary	1			
<b>École Émilie-Tremblay</b>	1			
F.H. Collins Secondary	2			X
Hidden Valley Elementary	1			
Holy Family Elementary	1	1	X	
Jack Hulland Elementary	1	1	X	
Porter Creek Secondary	1	1	X	
Selkirk Elementary	1	1	X	
Takhini Elementary	1	1	X	
Vanier Catholic Secondary	2	1		
Whitehorse Elementary	1	1	X	

**NOTE:** "Overlap" denotes that only 1 booking at a time can be scheduled for the soccer field or baseball field as the surfaces overlap.

**NOTE:** A "Field User Meeting" with representative from the user groups, the City, Department of Education and Highways and Public Works – Facility Management will be held annually, by April 15, to allocate field use. Approval for the use of any of these facilities must be received by the City from Department of Education prior to commencement of use.

7. Department of Education makes available, during the school term, the **OUTDOOR** facilities at the following times:

- a) Monday to Friday inclusive: 5:00pm - 11:00pm.
- b) Saturday and Sunday: 8:00am - 11:00pm.

8. Department of Education makes available, during the school summer break, **OUTDOOR** facilities at the following times: Daily from 8:00 am to 11:00 pm.

**APPENDIX C : City of Whitehorse Public Facilities Available for Yukon School Use**

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1. Subject to this JUA, the City of Whitehorse makes the following public facilities available for school use:

<b>Facility</b>	<b>Showers Change</b>	<b>Meeting Rooms</b>	<b>Times Available</b>	<b>Viewing/ Bleachers</b>	<b>Parking</b>	<b>Availability</b>	<b>Facility Suitability</b>	<b>Restriction Periods</b>
<b>Whitehorse Lions Aquatic Centre</b>	Male/female	1 (seats 15)	9:00- 10:30 am. 1:00- 2:30 pm.	25 seating	Yes	Sept- June Tuesday- Friday	Aquatic Activities	Pool Maintenance Rec Program Times Special Events
<b>Canada Games Centre Ice</b>	Male/Female	None	9:00- 10:30 am. 1:00- 2:30 pm.	270 seats 300 temp.	Yes	Sept- April Monday- Friday	Ice Activities	Arena Maintenance Rec Program Times Special Events

2. The Child Development Centre will have access to the Canada Games Centre Ice and the non-lesson times at the Whitehorse Lions Aquatic Centre providing their use does not impact upon or exclude usage by any other school.
3. The Yukon Home Educators Society will have access to the Canada Games Centre Ice and the Whitehorse Lions Aquatic Centre. Should the number of participants per session be less than ten (10), the City reserves the right to combine the booking with that of another school.
4. YG – Department of Education Schools will have access to the Canada Games Centre ice and Whitehorse Lions Aquatic Centre.

## APPENDIX D

### Department of Education Procedures for Booking Public Facilities

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The procedures outlined below pertain to the public facilities listed in Appendix B. The public facilities must be booked, approved and confirmed through the City of Whitehorse, Facility Booking Agent by the **designated representative**, (one person who submits all bookings for the organization and continues to liaise with the City in regard to the bookings for the school year) of the user group.

The following are the five (5) facility booking request deadlines:

- Deadline for school year submissions (September to June) is June 1<sup>st</sup>
- Deadline for changes to School special events or School Regular Bookings in respective school (December – June) is September 30<sup>th</sup>
- Deadline for Summer and Outdoor Field submissions (July and August) is April 1<sup>st</sup>
- Deadline for Christmas Break is October 1<sup>st</sup>
- Deadline for Spring Break is January 1<sup>st</sup>

Any Facility Booking requests received after these deadlines are considered Late Requests

Note: Any public facility outlined in this agreement can be booked at any time during the year if the facility is available on the days and times requested, as determined by review of the master list by the Facility Booking Agent, with the provision of five (5) days' notice.

1. Designated Representative will contact the City of Whitehorse, Facility Booking Agent at: 633-8518 or [recbookings@whitehorse.ca](mailto:recbookings@whitehorse.ca)
2. Facility Booking Agent, in consultation with the designated representative, will determine the appropriate facility for the user group.
3. Designated Representative will attain and complete "Appendix A: School Facility Booking Form and School Rules."
4. Facility Booking Agent to confirm facility availability.

#### **Upon confirmation of facility availability, the Facility Booking Agent will:**

5. provide an information package, which is to be reviewed and initialled by the designated representative. Designated representative initials indicate that the user group "understands" and "will abide by" all information contained in the package. The package will include, but is not limited to a copy of "Appendix A: Facility Booking Form and School Rules" and "User Group "Specific" Contract."
6. request a "\$50.00 deposit for each key/card/fob received by the designated representative. The deposit will be subject to the following:
  - 6.1. Designated representative to return key/card/fob on the date specified on the "School Facility Booking Form." Deposit for each not returned, on the date specified will result in the loss of the deposit.

- 6.2. The key/card/fob deposit for user group bookings that are longer than a month's duration will be cashed and deposited in a holding account. Deposits for user group bookings that are less than a month's duration will be held (not cashed) by the City and returned when the key/card/returned.
7. request from all user groups a yearly damage deposit of five hundred dollars (\$500.00), payable to the City of Whitehorse. The damage deposit will be subject to the following:
  - 7.1. Damage deposits for user group bookings that are longer than a month's duration will be cashed and deposited in a holding account. Damage deposits for bookings of less than a month in duration will be held (not cashed) by the City and returned if no damages have been assessed;
  - 7.2. Where a user group is found to be responsible for damages to a facility, damages will be assessed by Department of Education and forfeited from the damage deposit (\$500). The user group will be billed for any additional damage costs.
  - 7.3. Payment for damages by a user group will be made to the Territorial Treasurer. Administration of invoicing for damages will be administered through the Facility Booking Agent.
  - 7.4. If the damage deposit is depleted or drawn down during the year, the user group is required to "top up" or post another damage deposit of \$500 prior to confirmation of booking for the upcoming year.
8. request payment of the rental fee, if applicable, by the designated representative, as per Appendix F: Yukon Government and City of Whitehorse Fee Schedule for Use of Public Facilities." Rental will be confirmed upon receipt of payment. Payment must be received at least five (5) days prior to the requirement for space. Payment must be by cash, cheque, or money order payable to the Territorial Treasurer.
9. Upon completion of the aforementioned procedures the Facility Booking Agent
  - 9.1. confirm the user group booking with the designated representative.
  - 9.2. retain the original signed and confirmed school facility booking form, JUA and appendices.
  - 9.3. provide one copy of the signed and confirmed school facility booking form, JUA and appendices to the designated representative.
  - 9.4. ensure that the schools joint use contact is notified at least five (5) days before the school facility is to be used.

## Appendix E: Procedures and Rules Governing YUKON SCHOOL Use of City Public Facilities

**Facility Booking Agent** | Canada Games Centre  
 P: 633-8518 | F: 668-8675 | [recbookings@whitehorse.ca](mailto:recbookings@whitehorse.ca)

The procedures outlined below pertain to the public facilities listed in Appendix C. The public facilities must be booked, approved and confirmed through the City of Whitehorse, Facility Booking Agent by the **designated representative**, (one person who submits all bookings for the organization and continues to liaise with the City in regard to the bookings for the school year) of the school.

The facility booking request deadline for school year submissions (September to June) is June 1<sup>st</sup>

<b>Learn to Swim</b> 2 week programs for Grades 2 to 5		<b>Swim Patrol</b> 1 week programs for Grades 4 to 7	
<b>Times</b>	9:00 a.m. to 9:45 a.m. 9:45 a.m. to 10:30 a.m. 1:45 p.m. to 2:30 p.m.	<b>Times</b>	9:00 a.m. to 9:45 a.m. 9:45 a.m. to 10:30 a.m. 1:45 p.m. to 2:30 p.m.
<b>Days</b>	Tuesday – Friday (8 classes)	<b>Days</b>	Tuesday – Friday (4 classes)
<b>Cost</b>	\$47.00 per participant	<b>Cost</b>	\$24.00 per participant
<b>Min/Max</b>	15 – 24 students	<b>Min/Max</b>	15 – 24 students
<b>Notes</b>	Includes I Can Swim Stages 1-3 Book up to 2 grades per school 7 lesson sets will be prorated to \$41.00 per participant	<b>Notes</b>	Requests for 8 lesson set may be accommodated depending upon availability

<b>Recreational or Whole School Swim</b> Grades 1 to 12		<b>Recreational Skate</b> All Grades	
<b>Days</b>	Tuesdays to Fridays	<b>Days</b>	Monday to Friday
<b>Cost</b>	\$3.25 per participant	<b>Cost</b>	\$0.00 per participant \$3.65 per skate rental
<b>Notes</b>	Students with memberships will not be invoiced for recreational swims. Accurate numbers must be communicated to the Facility Booking Clerk at least 2 weeks prior to swim	<b>Times</b>	9:00 a.m. to 9:45 a.m. 9:45 a.m. to 10:30 a.m. 1:00 p.m. to 1:45 p.m. 1:45 p.m. to 2:30 p.m.
<b>Rec Swim Times</b>	9:00 a.m. to 9:45 a.m. 9:45 a.m. to 10:30 a.m. 1:00 p.m. to 1:45 p.m. 1:45 p.m. to 2:30 p.m.		
<b>Min/Max</b>	20 – 50 students		
<b>Whole School Times</b>	9:00 a.m. to 10:30 a.m. 1:00 p.m. to 2:30 p.m.		
<b>Min/Max</b>	51+ students		



# Booking Request Form for CGC:

School: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact: \_\_\_\_\_

Email: \_\_\_\_\_

List all PD and 'please don't book pool / skate' days: \_\_\_\_\_

If possible, would you prefer:

1) back to back time slots to ease bussing? ( y / n )

2) skate times at the same time as swim lessons to fill bus? ( y / n )

3) other requests: \_\_\_\_\_

Learn to Swim: Grades 2 – 5		
Grade	Predicted # students (15-24)	Time Preference (AM/PM, time of year)

Swim Patrol: Grades 4 – 7		
Grade	Predicted # students (15-24)	Time Preference (AM/PM, time of year)

Recreational and Whole School Swim: Grades 1-12			
Grade(s)	Rec Swim (R) Or Whole School (W)	Predicted # students	Time Preference (AM/PM, time of year)

Recreational Skates: Grades KG-12	
Grade(s)	Time Preference (AM/PM, time of year)

*Please add any additional request information to back of page.*

## **Cancellation Policy**

- All cancellations must be made in writing (fax, email, or letter). Failure to provide adequate notice of cancellation will result in the school being invoiced a cancellation fee.
- Cancellations made on short notice due to circumstances beyond your control (i.e., problems with bussing) will not be invoiced; however we request to be notified of the cancellation as soon as possible.

<b>School Booking</b>	<b>Minimum Notification Required</b>	<b>Cancellation Fee</b>
Recreational Swim	<b>72 hours</b> prior to booking	Invoiced for 20 participants
Recreational Skate	<b>24 hours</b> prior to booking	Flat Fee \$50.00
Whole School Swims	<b>72 hours</b> prior to booking	Invoiced for 51 participants
Swim Lessons and Swim Patrol	<b>2 weeks</b> prior to booking	Invoiced for 15 participants
Amendments made after agreement signed		\$5.00 each

## **Pool/Arena Booking Policies**

- School booking times will include 9:00 - 9:45 am, 9:45 - 10:30 am, 1:00 - 1:45 pm and 1:45 - 2:30 pm. Tuesday through Friday.
- During Joint Use Times, Learn-to-Swim programs will be allocated first, and then Swim Patrol followed by recreational swim/skate times.
- Lessons will be allocated a minimum of 2 weeks prior to the start of the school year.
- At the start of the school year, each school will receive confirmation of their swim/skate times.  
Please contact the Facility Booking Agent immediately if there are any problems with these times.
- Schools will be notified in the event of a cancellation.
- If you require additional swim times, please ask to be placed on a waitlist.
- Educational assistants may be required to accompany participants with special needs in the pool and should come prepared with swim attire.
- The Aquatic Coordinator reviews requests for exceptions to established guidelines.

## **Recreational Swimming/Skating**

- Pool bookings are designed for groups of 20 or more participants. Groups with less than 20 participants will be invoiced for 20 participants. Schools are strongly encouraged to bring more than one class at a time.
- Recreation swims are available for grades 1 - 12 only. We cannot accommodate Kindergarten classes at this time, as our policy states that all children under 6 must be in arms reach of an adult at all times, with a ratio of 1 adult to 3 children. It is recommended that Grade 1 classes sign up for recreation swims after Christmas break to ensure that all their students have turned 6.
- A supervisor must be on ice surfaces at all times during skate bookings and in the aquatic centre during swim times (in pool, viewing area or on pool deck)
- It is recommended that all students wear a helmet on the ice. The Canada Games Centre does not have helmets available for use.

- Skate Rentals. In order to maximize ice time and speed up the skate rental process, teachers should collect rental fees from the children or give the number of skate rentals required to the CSR and we will invoice the school as usual.
- Educational assistants may be required to accompany participants with special needs in the pool and should come prepared with swim attire.

### **Rules and Discipline**

- Participants are expected to follow all facility rules while at the Canada Games Centre
- Participants who do not adhere to the rules may be disciplined with a time out, and in more severe circumstances teachers may be required to assist in dealing with discipline issues.
- Participants are not allowed in the water until a lifeguard is on deck or their swim instructor is present.

### **Payment Policies**

***School representatives are welcome to book an appointment to review all bookings and policies.***

- All schools will be invoiced; we accept cash for skate rentals only.
- Schools eligible for the school rate only during designated school booking times.
- For invoicing purposes, teachers are responsible for confirming number of students upon arrival to the Canada Games Centre to ensure accurate numbers.
- Schools will be invoiced for the exact number of participants or the specified minimum number, when minimums are not met.
- There will be no correction in prices after the invoices have been sent.

### **Additional Information**

- Schools wishing to utilize other parts of the facility (i.e. Coca Cola Fieldhouse, Flexihall, Wellness Centre and track) may do so by purchasing wristbands for each student
- Schools may also rent the Coca Cola Fieldhouse, PowerAde Flexihall or meeting rooms for exclusive use.
- The Child Play Area is a wristband area. Please contact the Facility Booking Agent regarding use of this area.
- Students who have memberships will not be subject to additional costs to use the facility during school hours unless signing up for a program (Learn-to-Swim, Swim Patrol)
- Classes making use of our Wellness Centre/Track must be aware of the team/group training guidelines for that area. Please contact a Fitness Specialist at 633-8502 for information and to arrange an orientation for your students.



## **To Address Questions/Concerns with Swimming Lessons**

- Please bring all lesson questions or concerns directly to the attention of the swimming instructor.
- Questions or concerns that cannot be resolved may be brought to the attention of the Aquatic Team Leader or Aquatic Coordinator present directly following the lesson.
- In the event that no one is available please inquire at the front desk for another supervisory staff member.

***These policies and procedures are subject to change. All schools will be notified in writing of any changes.***

## **FAQ's Regarding School use of CGC**

### ***Can I join my class in the water during lessons?***

Yes! We encourage teacher participation during this time. Feel free to join in on one of the classes and learn with your students. If the need arises you may be required to supervise on deck any students who are under discipline.

### ***What is the Adult to Child Ratio for children in the pool?***

Schools are responsible to provide responsible adults in accordance with the established ratios. Our policy states that all children under 6 must be in arm's reach of an adult at all times, with a ratio of 1 adult to 3 children. We recommend that Grade 1 classes sign up for recreation swims after Christmas break to ensure that all their students have turned 6. All bookings must meet ratios and age requirements.

### ***How many students can we bring to the pool for recreation swims?***

There may be limited opportunities for recreational swims, so we encourage schools to fill up the bus when coming to the pool. We can easily accommodate 2 classes (50 students) with current staffing and may be able to accommodate larger groups in a whole school swim, with appropriate notice.

The ideal recreation swim accommodates varied grades (i.e. grade 2 and grade 6) to maximize both pools of the Aquatic Centre (Younger grades enjoy the Leisure Pool, while older grades enjoy the diving board).

### ***Why do we get invoiced for students not there?***

As part of the joint Use Agreement, the City of Whitehorse is to recover the cost of staffing during school usage times. We have scheduled our lifeguarding/instructing staff based on the average group sizes.

### ***Are other areas at the Canada Games Centre part of the Joint Use Agreement?***

The Joint Use Agreement only includes swimming and skating at the Canada Games Centre.

Schools wishing to use other parts of the facility (i.e. Coca Cola Fieldhouse, PowerAde Flexihall, Wellness Centre and Dasani Running Track) may do so by purchasing wristbands for each student or renting available space.

Schools wanting to rent the Coca Cola Fieldhouse, PowerAde Flexihall or meeting rooms for exclusive use can do so by calling the Facility Booking Clerk at 633-8518.

Classes making use of our Wellness Centre/Track must be aware of the team/group training guidelines for that area. Please contact our fitness specialist at 633-8502 for information and to arrange an orientation for your students.

### ***What if my student has a CGC membership?***

Students who have memberships will not be subject to additional costs to use the facility during school hours unless signing up for a program (Learn-to-Swim, swim patrol). Proof of valid membership must be presented to a CSR at the time of booking.

**Appendix F: Fee Schedule for Use of Public Facilities for Department of Education and City**

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1. YG – Department of Education agrees to charge for the use of public facilities under its jurisdiction

Commercial Event	fifteen (15) cents per square foot of booked space per calendar day
Political Event / Religious Event	Two (2) cents per square foot of booked space per calendar day
Private Meeting	\$75.00
Cancellation of space without notice as specified or Absentee	\$75.00
Summer Camps for Non-Profit Organizations	\$200.00 flat rate per week (Mon-Fri)
Area used left unclean	\$75.00
Non Profit Special Event & Regular Bookings for Child, Youth, Adult, Senior Activities	No Charge

2. City of Whitehorse agrees to charge for the use of public facilities under its jurisdiction as set out below established through the ‘Fees and Charges Bylaw’:

- a. Canada Games Centre ATCO ice      No Charge
- b. Whitehorse Lions Aquatic Centre      Staff Costs and instructional fees

## **APPENDIX G: Assessment: Benefits-based Approach to Recreation Use, Active Living and Space Allocation of Public Facilities**

The benefits-based approach is 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.

### **Activity Type Criteria / Facility Space Allocation Use**

City of Whitehorse Recreation and Facility Services Department			
<b>Benefits</b>	<b>Activity Type</b>	<b>Comments</b>	<b>Score</b>
A potential life-long activity			
Activity is a recurring event			
Physical exercise is involved			
Encourages family participation, fun			
A key component is skill development			
Instruction occurs in a supervised environment			
Leadership skill development			
Artistic skill development			
Competitive skill development/exposure			
Interpersonal skill development			
Practice opportunity is provided			
Integrates the disadvantaged			
Social/artistic/cultural/economic opportunity incorporated into activity to address such things as and create opportunities for: cultural interaction; social interaction; group interaction; arts/culture appreciation; community awareness; education and awareness; individual expression and spontaneity			
Activity is planned by a community group			
Spectator potential			
Volunteer involvement			
Community planned and/or operated			
Community contribution to finances to support program			
Activity is part of an umbrella group			
Activity is group focused			
Brings together those who might not otherwise come together			
Builds community identity			
Activity promotes conservation and education of the natural environment			
Unique to that community (neighbourhood focused)			

**High value-3 points per criteria**

**Low value -1 point per criteria**