



THE CORPORATION OF THE CITY OF BRAMPTON

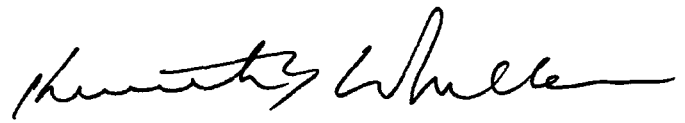
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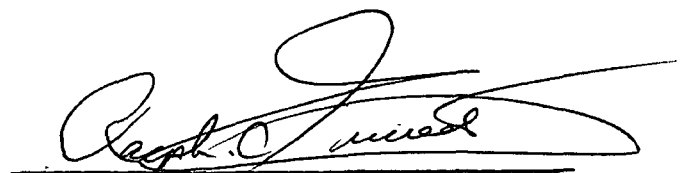
Number 238-83
to authorize the execution of an
agreement between The Peel Board
of Education and The Corporation
of the City of Brampton (Gordon
Graydon Senior School/Century
Gardens Recreation Centre)

The Council of The Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated August 15th, 1983 between The Peel Board of Education and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 15th day of August , 1983.


KENNETH G. WHILLANS MAYOR


RALPH A. EVERETT CLERK

BETWEEN:

THE PEEL BOARD OF EDUCATION

hereinafter referred to as the "Board"
of the First Part

AND

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter referred to as the "City"
of the Second Part

WHEREAS the parties previously undertook to locate the Gordon Graydon Senior School and the Century Gardens Recreation Centre adjacent to one another

and whereas the parties hereto are desirous of entering into an agreement for the joint usage of the aforesaid facilities owned by the Board and the City.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein the parties hereto mutually agree as follows:

1. Peel Board of Education - Usage of Recreation Centre

During the normal school term excluding in-term holidays:
(average: September 4 to June 29 - 41 weeks X 5 Days = 205 days)
Usage of Century Gardens Recreation Centre including arena, swimming pool, auditorium, 2 squash courts and other rooms as mutually agreed upon. These facilities will be used under conditions acceptable to both parties 3 hours per school day (as scheduled and agreed upon).

ABOVE NOTED FREE OF CHARGE

2. City of Brampton - Usage of Senior School

During the year on an annual daily average of 3 hours per day (evenings and weekends), the City of Brampton shall have the use of the school including the gymnasium, exercise room and dressing rooms, washrooms, staff room and classrooms (excluding the office and P.A. system) at no charge under conditions acceptable to both parties for 350 days per year. The City shall not have access to the school for a period of two weeks in August to be mutually agreed upon.

ABOVE NOTED FREE OF CHARGE

3. As practical as possible such times of usage in 1 and 2 above by both parties shall be established by April 30 of each year between the Board and the City.

4. Notwithstanding clauses 1 and 2 above, both parties by mutual consent in writing may use facilities as outlined, at times prescribed for one another.

5. Maintenance, Caretaking and Security - Buildings

All normal maintenance, caretaking and security is the responsibility of the Board for school property and the City for City property regardless of usage arrangements. Weekend light caretaking and security will be the responsibility of the party using the combined facility. It will be the responsibility of the City or of the Board when using a joint facility to perform (as necessary) light caretaking duties

when finished. However, damage or breakage directly attributable to either the Board or the City of one another's property shall be repaired by the owner and paid by the user.

6. Supervision

(i) All Board classes or groups using the City Recreation Centre under this agreement shall be under proper supervision by a competent person and qualified instructor to be provided by the Board.

(ii) All programmes or community groups using the Senior School under this agreement shall be under proper supervision by a competent person and qualified instructor to be provided by the City. The competence and qualifications of all personnel shall be determined to the satisfaction of both parties.

7. Furnishings and Equipment

The normal furnishings and equipment found in each of the facilities to be used under this agreement will be made available to the user at no cost except in the case of minor equipment such as balls, racquets, pucks, etc., which shall be provided by each user.

8. Keys

Where it may be necessary or advantageous to both parties, keys may be issued to the Principal and his designate of the school and the Manager of the recreation centre and his designate for access to one another's facility at the times agreed upon but no other person shall have the use of such keys unless previously agreed to in writing by both parties.

9. Outdoor Parking

Parking areas as defined and provided by the Board and the City shall be used exclusively by each party except as follows:

(i) Where and when the school or the recreation centre is normally not operational each may, with notification, use the other's parking area.

(ii) Where, by mutual agreement, one may use the other's parking area.

10. Internal Service Roads and Parking Areas - Maintenance, Repairs, Snowclearing and Sanding

Each party shall be responsible for their own maintenance and repairs, snowclearing and sanding of their respective service roads and parking areas. Each party shall be responsible for their own outside grounds maintenance except as otherwise agreed.

11. Capital Improvements or Repairs

Capital improvements or repairs on buildings or outdoor facilities shall be the responsibility of the respective parties owning the properties.

12. Usage of Fields and Outdoor Recreation Facilities

(i) The Board has the exclusive use of all fields and outdoor recreational facilities during all normal school days up to 6:00 p.m. on each of the said days, from the 15th day of May through October 10th each year.

(ii) The City has the exclusive use either directly or indirectly through usage by affiliated organizations of all fields and outdoor recreational facilities at all times other than specified

in 12 (i) above.

(iii) Under prior mutal agreement in writing or by permit either party may have the use of fields and outdoor recreational facilities during times allocated for each other.

(iv) Maintenance periods shall be scheduled as agreed.

13. Review of Agreement

Staff of the Board and the City will review the terms of this agreement annually or as required and if the parties desire to amend or terminate this agreement, then such shall be placed before the Peel Board of Education and the Council of The Corporation of the City of Brampton for consideration. Sixty days notice is required for termination of this agreement.

14. Insurance

Each party to provide their own insurance in respect of their proper- ties.

That each party hereto will keep themselves fully insured against any liability of the third parties as may be found arising from their respective use of these premises.

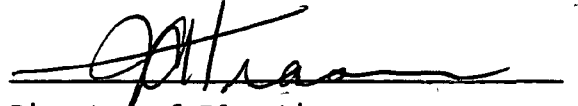
15. Utilities

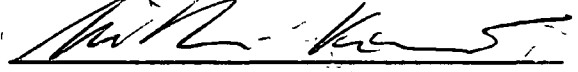
Each party is responsible for their own utilities and charges thereof in respect of their properties.

16. This agreement is binding on the parties and their respective successors and assigns.

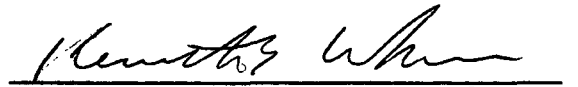
WITNESSETH the Corporate Seal of the Peel Board of Education and the Corporation of the City of Brampton hereto affixed as attested by the hands of their proper signing officers in that behalf.

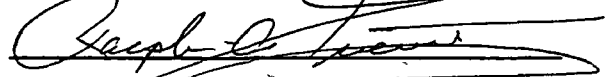
THE PEEL BOARD OF EDUCATION


Director of Education


Chairman

THE CORPORATION OF THE CITY OF BRAMPTON


Kenneth G. Whillans, Mayor


Ralph A. Everett, Clerk AUG 19 1983

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
WCC
DATE 4/8/83