SCHEDULE A

Proposed Terms and Conditions for a Joint Use Agreement between the Division Scolaire Franco-Manitobaine and the City of Winnipeg

Therefore the City of Winnipeg and the Division Scolaire Franco-Manitobaine agree that:

1) The Joint Use lands are defined as that portion of Forsyth Park and the School site shaded on the attached plan; and includes the athletic fields, parking lot and playground;
2) This is a 10-year agreement, with an option to renew for two 5-year terms;
3) Both parties agree to use the grounds only for educational or recreational purposes;
4) The School Division shall have priority use of the joint use facilities on school days until 6:00 p.m.
5) The City of Winnipeg shall have priority use of the joint use facilities on days when school is not in session and after 6:00 p.m. on school days;
6) The City of Winnipeg and the School Division shall each have second priority use of the joint use facilities at the time controlled by the other party;
7) If a school function extends beyond 6:00 p.m. and the DSFM anticipates a need for parking, the Director of Community Services shall be advised, and the Director or designate shall not unreasonably withhold approval for the Division to designate a portion of the 65 vehicle parking area for that school event;
8) The City of Winnipeg undertakes to maintain the athletic field and park to City of Winnipeg standards, including grass cutting, tree care, and emptying of garbage receptacles in the park on its regular cycle and to maintain any future improvements to the site such as fencing;
9) The DSFM is to be responsible for maintenance of the following joint use facilities:

    - The parking lot, including snow clearing and repairs to the surface, fence maintenance;
    - Parking lot access driveway and landscaping as defined by the perimeter fence (easement area);
    - Play structure and its area as shown on the shaded area, including daily litter control and play structure inspections;

10) Both parties agree to establish a joint planning committee with representatives of the School Division and Community Committee to deal with matters of site operation and resolution of disputes;
11) Referral to the Manitoba Arbitration Act for problems not resolved by the joint planning group;
12) Standard Insurance clauses to apply.