



EXECUTIVE COMMITTEE

Monday, August 26, 2019, to commence immediately following the City Council meeting
Council Chambers, (Public)
Scoop Lewry Room (In-Camera)
2nd Floor, City Hall

1. CALL TO ORDER

2. REPORTS

- a. Moose Jaw Kinsmen Flying Fins Agreement, EC-2019-0151
- b. Moose Jaw Minor Football Corp. Lease Agreement, EC-2019-0149

3. CONFIDENTIAL MATTERS

- a. TABLED MATTER: Confidential Matter, EC-2019-0126

The confidential matter may be considered in closed session pursuant to section 94(2) of *The Cities Act* as it contains information that is within one or more of the exemptions in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act*, in particular section 18(1)(c)(iii).

- b. Confidential Matter

The confidential matter may be considered in closed session pursuant to section 94(2) of *The Cities Act* as it contains information that is within one or more of the exemptions in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act*, in particular section 18(1)(b).

- c. Confidential Procedural Matter

The confidential procedural matter may be considered in closed session pursuant to section 94(2) of *The Cities Act* as it contains information that is within one or more of the exemptions in Part III of *The Local Authority Freedom of Information and Protection of Privacy Act*, in particular section 15.

4. ADJOURNMENT



City of Moose Jaw

COMMUNICATION # EC-2019-0151

TITLE: Moose Jaw Kinsmen Flying Fins Agreement
TO: Executive Committee
FROM: Department of Parks & Recreation
DATE: August 15, 2019
PUBLIC: PUBLIC DOCUMENT

RECOMMENDATION

THAT the Agreement between the City of Moose Jaw and Moose Jaw Kinsmen Flying Fins Inc. for the usage of aquatic facilities be approved by City Council substantially in the form attached; and,

THAT the Mayor and City Clerk be authorized to execute the Agreement on behalf of the City of Moose Jaw.

TOPIC AND PURPOSE

The purpose of the report is to obtain authorization to enter into a two-year Agreement with the Moose Jaw Kinsmen Flying Fins for the usage of the Kinsmen Sportsplex and Phyllis Dewar Outdoor Pool at a fixed fee.

BACKGROUND

At the August 12, 2019 Executive Committee meeting, Administration submitted a report requesting authorization to enter into a two-year Agreement with the Moose Jaw Kinsmen Flying Fins for the usage of the Kinsmen Sportsplex and Phyllis Dewar Outdoor Pool at a fixed fee.

There was some confusion around the number of hours the club would be entitled to and a recommendation from the Executive Committee that there be a cap on the hours with additional hours being charged at the regular hourly rates.

As a result of the discussion, the following motion was passed:

"THAT the matter be tabled until the next Executive Committee meeting to incorporate changes in the Agreement."

DISCUSSION

The Moose Jaw Kinsmen Flying Fins is a competitive swim club that focuses on learning how to swim and transitioning from pre-competitive to competitive skills. The program runs from September to June. The total club members range from 100-125 swimmers per year from the ages 4 – 17 years. 90% of the members are also City of Moose Jaw citizens. The Club has been a tenant of the Kinsmen Sportsplex since it opened in 1996 and utilizes the Phyllis Dewar Outdoor Pool during the annual Kinsmen Sportsplex maintenance closure and for their annual long-track swim meet.

Currently, the Moose Jaw Kinsmen Flying Fins are charged hourly rates for lane rentals and room rentals based on the City Council approved rates and fees for Recreation Facilities. The Club also rents an office at the Kinsmen Sportsplex for business purposes. The City of Moose Jaw invoices the Club on a monthly basis based upon hourly usage.

In 2018 the Club used 727 hours at the Kinsmen Sportsplex and 65 hours at the Phyllis Dewar Outdoor Pool (including swim meets). Under the proposed Agreement, they are entitled to 714 total hours between the Kinsmen Sportsplex and the Phyllis Dewar Outdoor Pool on an annual basis (not including swim meets). Any additional hours would be charged out at the City's regular hourly rental rate.

The changes from the previous report have been incorporated into Section 4 of the updated agreement attached to the report.

The total budgeted revenue for 2019 for the Club is \$45,707, which includes regular season rentals and swim meet rentals.

The main benefits of the Agreement are to allow for the City to accurately budget for revenue, allow the Club to budget accurately for expenses and to reduce the administration on the billing process. The current practice requires the invoicing to be done at 15-minute increments due to multiple rates associated with lane rentals, staffing fees and pool space.

The Agreement also reflects the current practices that were never agreed to in writing, which provides the same benefit to the City and the Club that was achieved in the Tenant Agreements signed with Moose Jaw Soccer Association and Saskatchewan Selects at the Yara Centre in early 2019. These Agreements confirm budgets, reduce administration time and maintain revenue while providing an avenue for our local athletes to grow within their respective sports.

OPTIONS TO RECOMMENDATION

- The Executive Committee may request changes be made to the Agreement.
- Do not enter into an Agreement with the Moose Jaw Kinsmen Flying Fins Inc. and continue with the existing process.

PUBLIC AND/OR STAKEHOLDER INVOLVEMENT

Meetings were held with the Moose Jaw Kinsmen Flying Fins executive to finalize the terms of the proposed agreement.

STRATEGIC PLAN

The proposed Agreement aligns with the Strategic Priority of Community Wellness as outlined in the City of Moose Jaw Strategic Plan.

OFFICIAL COMMUNITY PLAN

The proposed Agreement aligns with the following objectives of the Official Community Plan for the City of Moose Jaw:

- 13.1 (c) *To provide parks, open space and recreation program delivery at a level that aids in the attraction and retention of young families to and in the City.*

FINANCIAL IMPLICATIONS

The City will receive \$40,000 plus taxes per year over the 2-year term of the agreement. This does not include any revenue obtained through rentals for swim meets. In 2018 the Club hosted two swim meets at a cost of \$8,296.

The City currently budgets \$45,707 in revenue per year from the Moose Jaw Kinsmen Flying Fins. Therefore, there will be no financial implications unless the swim club decides to no longer host meets.

OTHER CONSIDERATIONS/IMPLICATIONS

There is no policy and privacy implications or other considerations.

PUBLIC NOTICE

Public Notice is not required.

PRESENTATION

VERBAL: The Director of Parks & Recreation will provide a verbal presentation and will be available to answer any questions related to the report. Members of The Moose Jaw Kinsmen Flying Fins Executive may also be in attendance to address questions directed towards the Club.

ATTACHMENTS

- i. Agreement – City of Moose Jaw and Moose Jaw Kinsmen Flying Fins Inc.

REPORT APPROVAL

Written by: Derek Blais, Director of Parks and Recreation
 Reviewed by: Tracy Wittke, Assistant City Clerk
 Approved by: Jim Puffalt, City Manager

To be completed by the Clerk's Department only.

Presented to Regular Council or Executive Committee on _____.

No. _____ Resolution No. _____

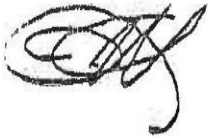
Report Approval Details

Document Title:	Moose Jaw Kinsmen Flying Fins Inc. Agreement - REVISED - EC-2019-0151.docx
Attachments:	- MJ Kinsmen Flying Fins Inc. Agreement 2019-2021.doc
Final Approval Date:	Aug 20, 2019

This report and all of its attachments were approved and signed as outlined below:



Tracy Wittke - Aug 16, 2019 - 10:05 AM



Jim Puffalt - Aug 19, 2019 - 10:02 PM



Fraser Tolmie - Aug 20, 2019 - 11:22 AM



AGREEMENT – MOOSE JAW KINSMEN FLYING FINS INC.

This Agreement made in duplicate this ____ day of _____, 2019

Between:

THE CITY OF MOOSE JAW, a municipal City continued under the Cities Act, (the "City")

- and -

THE MOOSE JAW KINSMEN FLYING FINS INC., a registered non-profit corporation in the Province of Saskatchewan, (the "Club")

WHEREAS the City of Moose Jaw is a municipal corporation continued pursuant to The Cities Act;

AND WHEREAS the Moose Jaw Kinsmen Flying Fins Inc. is a non-profit corporation providing aquatic programs and competitive swimming.

AND WHEREAS the City is the owner of the buildings and land generally referred to as the Kinsmen Sportsplex and Phyllis Dewar Outdoor Pool.

AND WHEREAS the Club desires use of the Kinsmen Sportsplex and Phyllis Dewar Outdoor Pool to provide aquatic programs and competitive training to its members and the City wishes to maximize the utilization of the pools.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the Parties covenant and agree with one another as follows:

1. DEFINITIONS AND INTERPREATION

1.1 DEFINITIONS - In this Agreement, including the recitals and the attached schedules and appendices, the following terms have the meaning indicated:

- a) "**Premises**" means the building and land location at either the Kinsmen Sportsplex, 855 MacDonald St W or the Phyllis Dewar Outdoor Pool, 200 Fairford St E;
- b) "**Term**" has the meaning assigned in Section 2.1;
- c) "**Recreation Services Supervisor**" means the person appointed by the City, which may include his or her designate;

- 1.2 FAIR MEANING** - The language in all parts of this Agreement will, in all cases, be construed simply, according to its fair meaning and not strictly for or against either of the Parties hereto. For greater certainty, any rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement. If parts of this Agreement become invalid, it does not invalidate the entire Agreement only the clause the invalid part pertains to.
- 1.3 GOODS AND SERVICE TAXES** - Unless expressly stated otherwise, all fees payable hereunder are exclusive of Goods and Service Tax or other applicable taxes. It is understood that Goods and Service Tax and any other applicable taxes will be added where applicable.
- 1.4 ASSIGNMENT** - The terms "the City" and "the Club" and references thereto shall include the executors, administrators, directors, (successors in the case of a corporation) and permitted assignees of the City and the Club respectively. This agreement may not be assigned unless the written permission of the City by resolution of City Council is first had and obtained.
- 1.5 ARBITRATION** - If any dispute or controversy shall occur between the parties hereto relating to the interpretation or implementation of any of the provisions of this Agreement, the parties shall firstly attempt to resolve said dispute or controversy using whatever mediation or dispute resolution process they can mutually agree on. In the event this process fails to settle the dispute or controversy such dispute shall be resolved by arbitration, in which case the following provisions apply:
- a) Any disagreement or dispute amongst the Parties over the interpretation of this Agreement will be resolved by a single arbitrator appointed and acting pursuant to *The Arbitration Act, 1992* (Saskatchewan), whose decision will be final and binding.
 - b) Both Parties will bear the cost of the arbitration equally and each party will be responsible for all the costs of its own professional consultants and legal representatives.
- 2. TERM, NEGOTIATIONS AND TERMINATION**
- 2.1 TERM** - The term of this Agreement is to commence September 1, 2019 and end August 31, 2021. Notwithstanding, occupancy of the facility prior to the date of commencement may be provided by mutual agreement.
- 2.2 NEGOTIATIONS** - Further negotiations and discussions will take place in May 2021 to develop the next agreement for partnership.
- 2.3 TERMINATION** - Either party may unilaterally terminate this Agreement by providing ninety (90) days' notice to the other party.

- a) If the Club refuses, neglects or omits to perform any of its obligations contained in this agreement, the Parks and Recreation Department may give notice to the Club specifying the nature of the default. Such notice shall require the Club to remedy its default or to provide the City with a schedule for the remedying of such default within thirty (30) days of service of the default.
- b) The parties agree that the City will have grounds to immediately terminate the agreement in the following circumstances:
 - i. the Pool becoming unusable due to use that is not contemplated by this agreement;
 - ii. the Club failing to pay the full amount of the rent payable hereunder;
 - iii. the Club declaring insolvency or bankruptcy;
 - iv. the Club failing to comply with the Non-Profit Corporations Act, 1995;
 - v. the Club failing to comply with the terms of any Bylaws or Provincial or Federal Acts or Regulations governing the rights of the users of the pool; or
 - vi. if at any time during the term of this agreement the Club ceases to deliver competitive swim programs during its scheduled pool times.

3 FEES

- 3.1** Subject to the provisions of this Agreement, the Club agrees to pay unto the City a base rent during each year of the term of this Agreement, that is \$40,000 Dollars. It is further understood and agreed that the Club shall be responsible to pay any additional Provincial or Federal taxes which may apply.
- 3.2** The Club shall pay to the City the Goods and Services Tax payable on the rent set out in this Agreement pursuant to the terms of the *Excise Tax Act (Canada)*.
- 3.3** The annual base fees will be paid in four (4) quarterly installments of \$10,000.00 Dollars plus taxes over the term of the Agreement and will be payable on the 1st day of the month in March, June, September and December.
- 3.4** The Club will have their rental rate prorated if their swim time is lost due to maintenance on the pool or where the City does not provide seven (7) days' notice for cancellation of swim times.
- 3.5** Should any default be made in payment of any fees hereunder at the times or in the manner specified in this Agreement, or any default be made in the Club's performance of any of the covenants or agreements herein contained, and should such default continue for thirty (30) days following the delivery of a notice of default to the address set forth herein, the Agreement will immediately terminate, at the option of the City.
- 3.6** All costs related to swim meets including pool rentals, lifeguard fees and meeting room rentals are not included in the fees outlined in section 3.1.

4 SCHEDULED POOL TIME

- 4.1** The City agrees to provide the Club with scheduled pool time at the Kinsmen Sportsplex or Phyllis Dewar Outdoor Pool during the training times specified below beginning September 1st and concluding June 30th annually. It is further understood and agreed that the Club will be provided a maximum of 714 hours annually during the specified training times and that any additional hours will be billed at the regular City of Moose Jaw rental rates.

Monday	4:30 PM to 7:00 PM (5 Lanes - Main Pool)
Tuesday	6:15 AM to 7:45 AM (3 Lanes – Main Pool) 4:30 PM to 7:30 PM (4 Lanes – Main Pool)
Wednesday	4:30 PM to 7:00 PM (5 Lanes - Main Pool)
Thursday	6:15 AM to 7:45 AM (3 Lanes – Main Pool) 4:30 PM to 7:30 PM (4 Lanes – Main Pool)
Friday	6:15 AM to 7:45 AM (2 Lanes – Main Pool) 4:30 PM to 7:00 PM (5 Lanes – Main Pool)
Saturday	9:00 AM to 12:00 PM (4 Lanes – Main Pool)

- 4.2** The City agrees to provide the Club with use of the Kinsmen Sportsplex hot tub for no more than 10 minutes, at the end of their training session, and at the discretion of the coach.
- 4.3** The Club understands that the Kinsmen Sportsplex annual shutdown is scheduled the 2nd to the 4th week of June and will be unavailable for use unless otherwise communicated by the City.
- 4.4** The Club agrees that any usage of the Leisure Pool will be coordinated and scheduled with City Staff and that City sponsored programs have priority when requesting to access the Leisure Pool.

5 CITY COMMITMENTS

5.1 THE CITY SHALL:

- a) Review the Club's scheduled time annually with any changes to these times being agreed upon by both the Club and the City including Statutory Holidays.
- b) Provide the equivalent time at the Kinsmen Sportsplex if time is available and at no cost to the Club, should the Phyllis Dewar Outdoor Pool become unavailable during the scheduled pool times provided to the Club.

- c) Have the ability to cancel the Club's scheduled pool times for such reasons as it, in its sole discretion deems appropriate and in particular, but not to limit the generality of the foregoing, to accommodate City, Provincial or Interprovincial events which are hosted by the City or by other Clubs or organizations, provided the City gives the Club at least sixty (60) days' notice.
- d) Provide lifeguards as per the City of Moose Jaw Aquatic Safety Plan ratios during the Club's scheduled pool times.
- e) Assume the responsibility of providing a lifeguard and associated costs of the lifeguard during City programming which coincides with the Clubs training times.
- f) Provide 35 hours of meeting room space for the purpose of Club business and meetings as per the fees outlined in section 3.1.
- g) Provide an office space at the Kinsmen Sportsplex for Club business as per the fees outlined in section 3.1.
- h) Provide pool storage space on the Kinsmen Sportsplex Pool Deck in the southwest corner as per the fees outlined in section 3.1.
- i) Provide pool space as per the terms of the City of Moose Jaw Elite Swimmer Policy.

6 CLUB COMMITMENTS

6.1 THE CLUB SHALL:

- a) Provide the Recreation Services Supervisor a list of the Club's executive within fifteen (15) days of their annual meeting and within fifteen (15) days of any changes which occur between annual meetings. The Club will also appoint official contacts to the City for schedules and bookings.
- b) Incorporate, and remain incorporated, under The Non-Profit Corporations Act of the Province of Saskatchewan. The Club will provide the Recreation Services Supervisor with a copy of its Saskatchewan Corporate Registry Profile Report within thirty (30) days of receipt of same from the Corporations Branch.
- c) Provide the Recreation Services Supervisor, prior to August 1st of each year, with the dates the Club anticipates hosting meets, major Provincial and Interprovincial swim meets.
- d) Agree to notify the City of how many lifeguards are required for their scheduled pool times based on the following ratios:

1 – 25 swimmers requires 2 lifeguards
 26 – 50 swimmers requires 2 lifeguards
 51 – 75 swimmers requires 3 lifeguards

- e) Unless the Club receives prior written approval from the Recreation Services Supervisor, the Club's scheduled pool time is to be used exclusively for training purposes for members of the Club.
- f) Obtain written consent from the Recreation Services Supervisor prior to subletting the premises.
- g) Remain responsible for the conduct of its members during its scheduled pool time. Further, the Club agrees that it shall enforce all pool rules and regulations as provided by the City during its scheduled pool time.
- h) After each scheduled pool time, the Club shall leave the pool area and change rooms in a clean and orderly state. Without limiting the generality of the foregoing, at each session of scheduled pool time, the Club agrees to be responsible for setting up, promptly removing and storing all equipment which remains at the Pool.
- i) Agree that all members will vacate the pool deck by the end of the scheduled pool time and that a coach will remain at the facility until all members have left the change rooms.
- j) Agree that the Pool office area is to be utilized by Club personnel only. All facility keys issued to the Club shall remain the property of the City. The Club agrees not to allow any keys to be copied and to promptly report any loss of keys to the Department.
- k) Not allow any person not directly connected with its training session to have access to any area of the Pool during the Club's scheduled pool time with the exception of parents, siblings, caregivers and club executive being permitted to access the spectator areas within the pool.
- l) Obtain permission from the Recreation Services Supervisor for all competitive swimmers accessing the pool as per the City of Moose Jaw Elite Athlete Swimmer Policy.
- m) Obtain written consent of the Director of Parks and Recreation prior to the display of commercial advertising at the Premise and shall retain any revenue derived through their own advertising and sponsorship initiatives. The Club agrees that all advertising display material shall be in accordance with standards set by Advertising Standards Canada and the City of Moose Jaw Advertising and Sponsorship Policy.

7 DAMAGE PROVISIONS

- 7.1 CITY LIABILITY** - The City shall not be liable, whether in contract, tort or otherwise, for consequential or indirect loss, or any loss of revenue, earnings, profits or economic loss whatsoever arising out of any damage to the Premises.

7.2 DAMAGE TO OR ALTERATION OF FACILITY – the Club will not damage or mar, nor in any manner deface the Premises, and will not cause anything to be done whereby the Premises will be in any manner damaged, marred or defaced, and will not make alterations or modifications of any kind thereon without the prior written consent of the City.

7.3 DAMAGE AND RESTORATION OF THE FACILITY – the Club agrees that if the Premises are damaged by the act, default or negligence of Club or the Club's members to the said Premises by the Club, the Club will pay to the City, on demand, such sum as is necessary to restore the Premises to its condition as of the date herein.

8 INSURANCE

8.1 During the Term of this Agreement, the Club shall, at its sole cost and expense, take out and keep in full force and effect:

- a) A commercial general liability insurance policy for bodily injury, including death, property damage or loss, including personal and advertising injury and cross liability in an amount of not less than \$5,000,000 per any one occurrence, or any greater, reasonable, amount as required by the City from time to time;

8.2 The insurance policies required by this section shall:

- a) Be in a form and amount approved by the City;
- b) Contain a waiver by the insurer of any rights of subrogation or indemnity or any other claim over to which the insurer might otherwise be entitled against the City and persons for whom in law the City is responsible;
- c) List the City as an additional insured; and
- d) Include provisions that the City will be notified in writing of cancellation or changes to the policy at least thirty (30) days prior to such cancellation or change.

8.3 Annually or upon request, the Club shall provide the Recreation Services Supervisor with a certified copy of the insurance policies required by this section.

8.4 If the Club fails to secure or maintain policies of insurance required by this section, or fails to prove the existence of such policies, the City may purchase on behalf of and at the expense of the Club, the required insurance coverage.

8.5 At its own expense, the Club may obtain coverage in addition to that required to this section.

9 INDEMNITY

- 9.1** The Club shall indemnify and save harmless the City from and against any and all manner of claims, damages, losses, costs, charges, judgements or awards whatsoever occasioned to, suffered by or imposed upon the City, either directly or indirectly, arising out of the occupancy or use of the Premises by the Club prior to and after the Term, including construction of any buildings or structures or any improvements on the Premises.
- 9.2** The Club shall indemnify and save the City harmless from and against all and any losses, claims, demands, actions, damages, costs, liabilities and/or expenses in connection with the loss of life, personal injury or damage to persons or property arising from any occurrence in or upon the Premises, or the occupancy, ownership or use of the Premises or any part thereof, by the Club.
- 9.3** Articles 8.1 and 8.2 shall survive the termination and expiration of this Agreement.

10 GENERAL

- 10.1 INTELLECTUAL PROPERTY** - Neither the City nor the Club will use the name, trademarks or other intellectual property of the other without prior written consent; however, consent will not be unreasonably withheld.
- 10.2 PHOTOGRAPHS** - The City will have and does retain and reserve the right to take photographs of the Club for its own records and for other non-commercial privileges and uses, provided always that the City will not sell or offer for sale any records or photographs that depict the Club or any of its logos or any of their players without first obtaining the Club's written consent
- 10.3 COMPLIANCE WITH LAWS** – The Club shall comply with:
- a) All laws of the Government of Canada and the Province of Saskatchewan;
 - b) All policies and procedures of the City;
 - c) To adhere to any applicable health and safety standards and regulations throughout the term of this Agreement;
 - d) All rules and regulations from time to time adopted or prescribed by the City for the governance and management of the Premises described in this Agreement; and
 - e) All rules and requirements of the police and fire departments or other municipal authorities, and the Club will obtain and pay for all necessary permits and licenses, and will not do, or permit or suffer to be done, anything on the Premises or other City Premises during the Term of this Agreement in violation of any such laws, by-laws, rules, regulations on the part of the Club or any person employed by or admitted to the said Premises by the Club, the Club will immediately desist from and correct such violation.

- 10.4 FORCE MAJEURE** - In the event that the Premises is destroyed or damaged by fire, water or any other cause, or if any other eventuality or unforeseen occurrence such as a power outage or labour strike or employee lockout by management renders the fulfillment of this Agreement by the City impossible, then and thereupon the Club will be relieved of payments for any such period of time that the Premises is unavailable for the various uses contemplated in this Agreement and the Club hereby waive any claim for damages or compensation should the Facility be so rendered unavailable. In the case of damage, the City will, if possible, endeavor to relocate the Club. The Club will retain the opportunity to negotiate the terms of rental of such replacement facility and will not be obliged to accept them if, in the Club's opinion, they are unsuitable for their purposes.
- 10.5 REMOVAL OF PATRONS** - The City reserves the right to eject any objectionable person or persons from the Premises and the Club hereby agrees to indemnify and save harmless the City for any and all claims for damages arising from its exercise of such right.
- 10.6 THE CLUB'S EMPLOYEES** – The Club acknowledge that their servants, agents and workers will not be deemed to be agents, servants or employees of the City and the Club acknowledge that neither the City nor anyone on its behalf has made any warranty or representation as to the state of repair for the Premises which are the subject of this Agreement.
- 10.7 NOTICES** - Any notice, communication or other document required or permitted to be given or sent or delivered hereunder to any party hereto shall be in writing and shall be sufficiently given if it is sent or delivered to the party entitled to receive it by registered mail, postage prepaid, mailed in Canada and addressed as follows:

In the case of the City
 City of Moose Jaw
 228 Main Street North
 Moose Jaw, Saskatchewan S6H 2W9
 Attention: Director of Parks & Recreation

In the case of the Club:
 MJKFF
 PO Box 603
 Moose Jaw, Saskatchewan S6H 4P4
 Attention: President

Such notice shall be deemed to have been served when signed for by the receiving party.

- 10.8 WAIVER** - No delay, neglect or forbearance on the part of either party in enforcing against the other party any term, condition or obligation of this Agreement will be, or be deemed to be, a waiver or in any way prejudice any

right of that party under this Agreement, and any waiver of any term, condition, obligation or breach of this Agreement must be in writing to be effective.

10.9 ENTIRE AGREEMENT - This Agreement, including any schedules, constitutes the entire agreement between the parties and supersedes all prior agreements, undertakings, representations and understandings, written or oral, between the parties or their representatives relating thereto.

10.10 SEVERABILITY - If any of the provisions in this Agreement are for any reason held to be invalid or unenforceable, such provision is severed from this Agreement and such invalidity or unenforceability will not invalidate, affect or impair the remaining provisions, and this Agreement will be construed as if such invalid or unenforceable provision had never been part of the Agreement.

IN WITNESS WHEREOF THE CLUB has hereunto affixed its corporate seal as attested to by the hands of its duly authorized officers this ____ day of _____, 2019.

MOOSE JAW KINSMEN FLYING FINS INC

Per: _____

Per: _____

IN WITNESS WHEREOF the **City** has hereunto affixed its corporate seal as attested to by the hands of its duly authorized officers on the day and year first above written.

**THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW**

MAYOR

CITY CLERK

CANADA)
 PROVINCE OF SASKATCHEWAN)
 TO WIT:)

AFFIDAVIT VERIFYING CORPORATE SIGNING PSP

We, _____ (name) and _____ (name) of
 _____ (place) in the Province of Saskatchewan

SEVERALLY MAKE OATH AND SAY THAT:

1. We are the _____ and _____ (positions) respectively of
 _____ (corporation name) named in this document.
2. We are authorized by the corporation to execute the document with affixing a corporate seal.

SEVERALLY SWORN BEFORE ME at the City of)
 Moose Jaw, in the Province of Saskatchewan,) _____
 this _____ day of _____, 20____.)
)
)
)
)
)

A COMMISSIONER FOR OATHS
 For Saskatchewan
 Being a Solicitor, OR
 My commission expires:



City of Moose Jaw

COMMUNICATION # EC-2019-0149

TITLE: Moose Jaw Minor Football Corp. Lease Agreement

TO: Executive Committee

FROM: Department of Parks and Recreation

DATE: August 12, 2019

PUBLIC: PUBLIC DOCUMENT

RECOMMENDATION

THAT the Lease Agreement between the City of Moose Jaw and Moose Jaw Minor Football Corp. for the usage of MacDonald Athletic Fields be approved by City Council substantially in the form attached; and,

THAT the Mayor and City Clerk be authorized to execute the agreement on behalf of the City of Moose Jaw.

TOPIC AND PURPOSE

The purpose of the report is to obtain authorization to enter into a five-year Lease Agreement with the Moose Jaw Minor Football Corp. for the usage of the MacDonald Athletic Fields.

BACKGROUND

On May 8, 2019, Moose Jaw Rugby Club Inc. served a termination notice to the June 23, 1992 Lease Agreement between the City of Moose Jaw and Moose Jaw Rugby Club for Rugby Fields at MacDonald Park. Moose Jaw Rugby Club also noted their support to a new agreement with Moose Jaw Minor Football in their notice.

In 2016 Moose Jaw Minor Football invested \$120,000 towards field lighting as a practice facility and stopped using Outdoor Rinks. Moose Jaw Minor Football is also investing \$28,982 in 2019 towards irrigation upgrades to one field and has plans to upgrade the irrigation at the second field.

DISCUSSION

Moose Jaw Minor Football has been utilizing both fields at MacDonald Athletic Fields since 2016 as per the terms of the 1992 Lease Agreement with Moose Jaw Rugby Club. Use of the fields by rugby has continue to decrease while participation from football continues to rise.

The terms, fees and covenants of the new Lease Agreement with Moose Jaw Minor Football are very similar to the previous Lease Agreement with Moose Jaw Rugby Club.

The Lease Agreement is structured as follows:

- 5-year term from September 1, 2019 to August 31, 2024.
- Annual rate of \$10.
- Minor Football is responsible for the regular maintenance of the fields and all capital improvements. The City's only involvement is blowing out the irrigation lines, maintaining roads leading to the field, assisting with spraying for weed control and any Bylaw related signage.
- Minor Football is responsible for all utilities except water for irrigation.
- Minor Football agrees to allow other community groups to use the fields when not in use for their programming.
- Minor Football is responsible for running their own concession.

The City has also added a schedule referring to maintenance standards to clarify the expectations and responsibilities of each party.

OPTIONS TO RECOMMENDATION

- Request changes be made to the Lease Agreement.
- Do not enter into a Lease Agreement with the Moose Jaw Minor Football Crop.
- Provide alternative direction.

PUBLIC AND/OR STAKEHOLDER INVOLVEMENT

Meetings were held with the Moose Jaw Minor Football executive to finalize the terms of the Lease Agreement.

STRATEGIC PLAN

The agreement with Minor Football supports the Strategic Goals of Community Wellness. By partnering with a local sporting organization on the operation of the sports field, the City is able to provide an important recreational and sporting amenity to its citizens with minimal operating costs and no financial obligation for future capital investments.

FINANCIAL IMPLICATIONS

The City of Moose Jaw's water and operating expenses related to the agreement are estimated at \$3,400 per year. This is much less than if the City would be required to maintain the field and fund capital expenses.

OTHER CONSIDERATIONS/IMPLICATIONS

There is no policy or privacy implications, official community plan implementation strategies or other considerations.

PUBLIC NOTICE

Public Notice pursuant to the Public Notice Policy is not required.

PRESENTATION

VERBAL: The Director of Parks & Recreation will provide a verbal presentation and will be available to answer any questions related to the report.

ATTACHMENTS

- i. Lease Agreement – Moose Jaw Minor Football Corp.
- ii. Termination Letter – May 8, 2019 Moose Jaw Rugby Club
- iii. Lease Agreement – June 23, 1992 Moose Jaw Rugby Club

REPORT APPROVAL

Written by: Scott Osmachenko, Recreation Services Manager
 Approved by: Derek Blais, Director of Parks and Recreation
 Reviewed by: Tracy Wittke, Assistant City Clerk
 Approved by: Jim Puffalt, City Manager

To be completed by the Clerk's Department only.

Presented to Regular Council or Executive Committee on _____.

No. _____ Resolution No. _____

Report Approval Details

Document Title:	Moose Jaw Minor Football Corp. Lease Agreement - EC-2019-0149.docx
Attachments:	- 2019 Minor Football Agreement.docx - Moose Jaw Rugby Termination Letter.pdf - 1992.06.23 MJ Rugby Club Inc. Agreement.pdf
Final Approval Date:	Aug 20, 2019

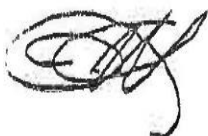
This report and all of its attachments were approved and signed as outlined below:



Derek Blais - Aug 15, 2019 - 3:02 PM



Tracy Wittke - Aug 19, 2019 - 5:19 AM



Jim Puffalt - Aug 19, 2019 - 10:08 PM



Fraser Tolmie - Aug 20, 2019 - 11:20 AM



AGREEMENT – MOOSE JAW MINOR FOOTBALL CORP.

This License granted this ____ day of _____, 2019

Between:

THE CITY OF MOOSE JAW, a municipal corporation continued under *The Cities Act* (hereinafter called "**the City**")

- and -

MOOSE JAW MINOR FOOTBALL CORP., a non-profit corporation incorporated pursuant to the laws of Saskatchewan (hereinafter called "**the Licensee**")

AND WHEREAS the City is the owner of the land identified and attached hereto and marked Schedule "A" McDonald Athletic Fields;

AND WHEREAS The Moose Jaw Minor Football Corp. is desirous of obtaining a license to occupy, use and operate the aforesaid lands;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of and subject to the terms, conditions, covenants and provisos hereinafter contained the parties hereto mutually agree as follows:

1. DEFINITIONS

"**Director**" means the Director of the Parks and Recreation Department for the City.

"**Lands**" means the land legally described and identified in "Schedule A" to this Agreement.

2. TERM

The City agrees:

- a) To grant a license to the Licensee to occupy, use and operate the Lands for such use upon the terms and conditions hereinafter set forth for a period of five (5) years commencing September 1, 2019 and expiring August 31, 2024, subject to earlier termination pursuant to this Agreement, for good and valuable consideration in the amount of ten (\$10) dollars.

- b) It is understood and agreed that any renewal of this Agreement shall be subject to the mutual agreement of the parties provided the Licensee has performed its obligations under this Agreement in a satisfactory manner.
- c) If the renegotiation period of this Agreement is extended past September 1, 2024 the provisions of this Agreement shall remain in full force and effect until negotiations are concluded and a new agreement is executed or until one party terminates negotiations.

3. FINANCIAL CONSIDERATIONS

The City will grant a license to the Licensee to occupy, use and operate the Lands subject to the following financial considerations:

- a) The Licensee agrees to maintain the above described lands and premises at its own expense to a standard acceptable to the Director.
- b) The Licensee agrees to fund any capital improvements required for the Lands, and that all right, title and interest for the same shall immediately pass and vest in the City.
- c) The Licensee agrees to ensure all structures and facilities within the Lands are kept at a level of service acceptable to the public and the users of the Lands.
- d) The Licensee agrees to be responsible for all utilities associated with the operation of the Lands with the exception of water for irrigation purposes and to pay for the provision of any services connected therewith.
- e) The Licensee agrees to rent the Lands to other recreational organizations who have requested the use of the Lands provided the request is reasonable and approval from the City Parks and Recreation Department is obtained. The Licensee agrees to make Moose Jaw Rugby a priority user within requests. It is further agreed that the Licensee shall retain any revenue derived from the rental of the Lands by the Licensee to other users of the Lands.
- f) The Licensee shall be responsible for any concession operation and/or subletting of same and shall be entitled to retain any revenue derived from the concession operation.
- g) The Licensee shall obtain written consent of the Director prior to the installation of any advertising sign or display at the Lands and shall retain any revenue derived through advertising and sponsorship provided that the funds raised are utilized solely for operation and improvements at the Lands.
- h) The Licensee agrees to make payment of its debts and liabilities which arise in the course of undertaking any matters related to this Agreement and the Licensee

acknowledges that neither it nor its employees, servants, agents, volunteers or personnel have any authority to act as agent of the City.

4. LICENSEE'S COVENANTS

The Licensee further agrees with the City during the term of this Agreement:

- a) To maintain and keep the Lands clean and tidy to the satisfaction of the Director as per the maintenance standards marked as Schedule "B" forming part of this Agreement;
- b) To adhere to any applicable health and safety standards and regulations throughout the term of this Agreement;
- c) To submit any plans and specifications to the City and obtain the approval of the Director before constructing any buildings within or on the Lands.
- d) To obtain written consent of the Director before making any structural change, improvements or alteration, including the cutting of trees, to or on the Lands.
- e) To control traffic on the Lands to ensure parking takes place in an orderly fashion and within designated parking areas only.
- f) To remain incorporated under the *Province of Saskatchewan Non-Profit Corporations Act* for the entire term of the Agreement.
- g) To not permit or cause a lien to be applied to the lands.

5. MUTUAL COVENANTS

The City and the Licensee hereby mutually agree each with the other as follows:

- a) That the City, its officials, employees and agents shall have full and free access to any and every part of the Lands for inspection purposes.
- b) That the Licensee shall not be entitled to assign or transfer any rights, privileges or obligations under this Agreement except with the prior written approval of the Director.
- c) This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements. All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their legal relationship in respect of the subject matter hereof.

- d) No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.
- e) That any notice which is required to be given under the terms of this Agreement may be effectually given by the Parties hereto by mailing the same by registered mail as follows:

City's Address: The City of Moose jaw
 c/o Director of Parks and Recreation
 228 Main St. North
 Moose Jaw, SK S6H 3J8

Licensee's Address: Moose Jaw Minor Football Corp.
 PO Box 994
 Moose Jaw, SK
 S6H 4P6

6. INSURANCE

The Licensee agrees to the insurance requirements as follows:

- a) To maintain a General Public Liability Insurance Policy applying to all operations of the Licensee which are to be carried out under this Agreement. Such policy shall include coverage in respect of bodily injury and property damage liability and shall be written on a comprehensive basis with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence. The City of Moose Jaw shall be listed as an additional insured party and a thirty (30) day notice of cancellation shall be incorporated into the insurance coverage with a certificate of insurance provided to the City as proof of compliance.
- b) To maintain a Commercial automobile and non-owned automobile third party liability insurance policy as may be necessary in an amount of not less than Five Million Dollars (\$5,000,000.00) inclusive coverage.
- c) To maintain such insurance coverage in respect to contents, burglary and robbery coverage as it may consider necessary.
- d) To be insured with an insurer or insurers satisfactory to the City for the entire term of Agreement and at the sole cost and expense of the Licensee, for the mutual benefit of the City and the Licensee, jointly and severally, and to provide copies of the policies providing liability coverages or appropriate Certificates of Insurance to the City on an annual basis.
- e) The Licensee shall provide the Director with a written report forthwith upon the happening of any damage to the Lands, any accident, injury or other occurrence

thereat which may or does form or involve a claim against the Licensee or the City, which report shall include the names and addresses of any witnesses. The Licensee shall immediately give notice of any matters which have the potential of causing or contributing to damage to or injury of any persons attending at the Lands which come to its attention.

- f) The Licensee agrees forthwith upon any condition coming to the attention of the Licensee or any of its employees, servants, agents, volunteers or participants pertaining to the condition of the Lands which has a potential of causing damage or injury and which the Licensee is unable to remedy within twenty four (24) hours or which it is not the responsibility of the Licensee to remedy, it shall immediately report same to the Director of Parks and Recreation.

7. TERMINATION

The City and the Licensee hereby mutually agree each with the other as follows:

- a) Either party may terminate this Agreement at any time, on not less than sixty (60) days written notice of intention to do so.
- b) If at any time the Licensee is in default in the performance of any of the covenants and agreements herein set forth to be performed by the Licensee and such default continues for fifteen (15) days after receipt by the Licensee of notice in writing from the Director setting out the particulars of such default, the City shall have the right to terminate this Agreement forthwith, and thereupon all the rights of the Licensee under this Agreement shall immediately cease, determine and be at an end.
- c) Upon termination or expiration of this Agreement, the Licensee shall restore the lands to the state it was in prior to the Licensee occupying the Lands.

8. COMPLIANCE AND INDEMNIFICATION

The Licensee agrees that it shall indemnify and save harmless the City, its officials and employees from all claims or demands for or in respect of any and all liabilities, claims, losses, costs, including solicitor-client and party-and-party costs (whether the City is represented by a solicitor employed by the City or otherwise), actions or damages for personal injury, bodily injury, death or property damages arising out of:

- a) Any action taken or things done or maintained by virtue hereof, the failure of the Licensee to properly carry out its obligations hereunder, or the exercise in any manner of rights arising hereunder, except claims for damages directly attributable to the gross negligence or willful act of the City or any of its officers or employees who are acting within the scope of their appointment or employment;

- b) Any damage that the Licensee or any of its members, agents, volunteers, participants or personnel may sustain at the Lands including, but not to limit the generality of the foregoing, a claim by a spectator, invitee or licensee of the Licensee in any manner associated with the use of the Lands by the Licensee;
- c) Any vandalism, theft of or damage to the Lands or property stored therein or any other property of the Licensee whatsoever occurring at the Lands;
- d) Any damage to property located near the Lands, which are damaged as a result of the activities and/or use of the Lands by the Licensee; and
- e) All provisions of this Agreement pertaining to indemnification of the City by the Licensee regarding an incident arising during the term of this Agreement shall survive termination of this Agreement.

9. JURISDICTION

This Agreement shall be governed by the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

10. ASSIGNMENT

That the Licensee may assign this Agreement provided they receive consent from the City, such consent will not be unreasonably withheld.

11. SEVERABILITY

If any provision contained in this Agreement or its application to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by the law.

[Remainder of Page Intentionally Left Blank]

12. EFFECTIVE DATE

- a) The City and the Licensee agree that notwithstanding this Agreement may be signed at a later date, the effective date shall be September 1, 2019.

13. COUNTERPARTS

This Contract may be executed in one or more counterparts and may be executed and delivered by facsimile or electronic mail. All the counterparts taken together constitute one and the same instrument when each of the Parties has signed a copy of it, whether the same or different copies.

IN WITNESS WHEREOF the **City of Moose Jaw** has executed this Agreement as attested to by the signatures(s) of its proper signing officer(s) this ____ day of _____, 2019.

**THE MUNICIPAL CORPORATION OF THE
CITY OF MOOSE JAW**

MAYOR

CITY CLERK

IN WITNESS WHEREOF the **Moose Jaw Minor Football Corp.** has executed this Agreement as attested to by the signatures(s) of its proper signing officer(s) this ____ day of _____, 2019.

MOOSE JAW MINOR FOOTBALL CORP.

Per: _____

Per: _____

SCHEDULE "A"

MCDONALD ATHLETIC FIELDS

Land Locations

Land Locations

Lots 21 – 28, Parcel 77

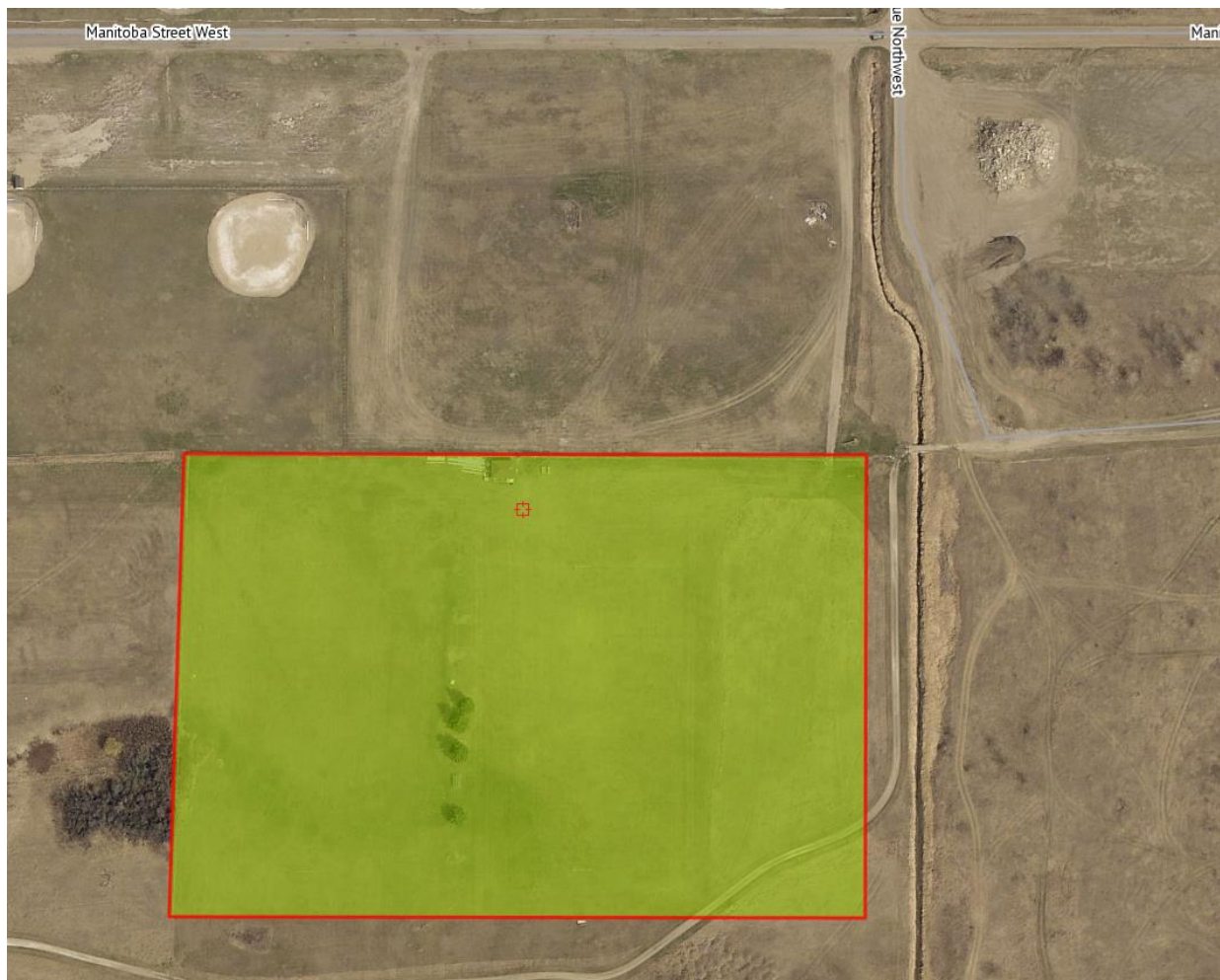
Lots 1-48, Parcel 78

Lots 25-48, Parcel 79

Lots 25-27, Parcel 80

*Licensed land also includes all road allowances within the parcels above

Map



SCHEDULE "B"

MCDONALD ATHLETIC FIELDS - MAINTENANCE STANDARDS

The Licensee agrees to adhere to the following maintenance standards:

- Arrange with the City to turn on underground water supply lines in May.
- Develop and communicate inclement weather field closure guidelines.
- Regular grass cutting.
- Regular trimming of all fence lines and trees.
- Provide and regularly dispose of garbage containers.
- Regularly rotate area of usage to mitigate turf damage.
- Remove large rocks and other debris as required to maintain a level and safe playing surface
- Inspect field for areas that are not safe and repair as required prior to every use.
- Level, dethatch or roll the turf as required.
- Regularly clean up all refuse, weeds and grass.
- Keep in good repair park furnishings, buildings and fencing.
- If required, co-ordinate the extermination of moles, gophers, squirrels.

The City agrees to adhere to the following maintenance standards:

- Blow out the underground water supply lines by September 15.
- Coordinate the regular maintenance of city roads.
- Regular maintenance of pathways.
- Assist with spraying in relation to weed control.
- Provide signage related to bylaws.
- Provide consultant services related to capital upgrades and ongoing maintenance.

Moose Jaw Rugby Club Inc.

1-105 High St W, Moose Jaw, Saskatchewan S6H 1S5

PHONE (306) 631-8492

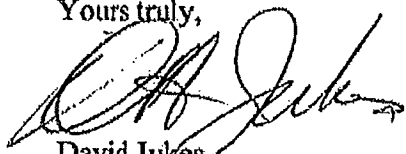
Email: d.jukes@leipertfinancial.com

May 8, 2019

Dear City of Moose Jaw;

As per Article 16 of the June 23rd, 1992 License Agreement of the Rugby Fields, please accept this as sixty (60) days written notice to terminate the agreement. Moose Jaw Rugby Club Inc. supports a new agreement with Moose Jaw Minor Football Inc. to occupy, use and operate the fields. The Moose Jaw Rugby Club would also be amenable to an earlier agreement termination date if that is acceptable to the City in order to facilitate an earlier possession date for Moose Jaw Minor Football Inc.

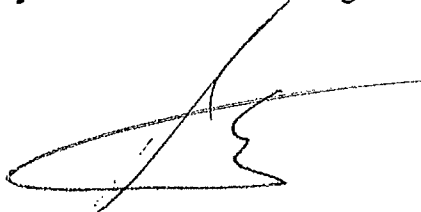
Yours truly,



David Jukes

Director, Moose Jaw Rugby Club

The City of Moose Jaw acknowledges the notice.



Derek Blatz, Director, Parks & Recreation

Date: May 21, 2019

THIS LICENSE GRANTED THIS 23rd DAY OF JUNE A.D.
1992

BETWEEN:

THE MUNICIPAL CORPORATION
OF THE CITY OF MOOSE JAW

(hereinafter called the "Licensor")
OF THE FIRST PART

THE MOOSE JAW RUGBY CLUB INC.
(hereinafter called the "Licensee")
OF THE SECOND PART

AND WHEREAS the Licensor is the owner of the area commencing at the Northeast corner of Lot 24, Block 86, Westmore Subdivision, extending westerly along the northern boundary of Lots 13 to 24 inclusive, Block 86 for a distance of 300 feet, thence southerly and parallel to 13th Avenue S.W. a distance of 416 feet, thence westerly along the southern boundary of Lots 6 to 12 inclusive, Block 79 for a distance of 175 feet, thence southerly and parallel to 13th Avenue S.W. for a distance of 502 feet, thence easterly along the northern boundary of Ash Street for a distance of 475 feet, thence northerly 918 feet to the point of commencement as shown in the plan attached hereto and marked Exhibit "A";

AND WHEREAS the Licensee is desirous of obtaining a license to occupy, use and operate the aforesaid lands;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of and subject to the terms, conditions, covenants and provisos hereinafter contained the parties hereto mutually agree as follows:

1. The Licensor hereby agrees to grant a license to the Licensee to occupy, use and operate the lands for the purpose of a rugby field facility, (hereinafter called "the rugby field") as the said lands are shown on Exhibit "A" attached hereto and forming part of this agreement, for an initial term of five (5) years commencing January 1, 1992 to December 31, 1997 and upon the expiration of the initial five (5) year term, this license shall remain in effect thereafter, from year to year, until terminated as provided for herein.

2. The Licensee agrees that it shall not erect any buildings on the rugby field without submitting plans and specifications therefor to the Licensor and obtaining the approval of the Licensor to such plans and specifications.
3. The Licensee agrees to rent the rugby field facility to other recreational organizations who have requested the use of the rugby field provided the request is reasonable. Where the Licensee denies the use of the field to another organization, the Licensee shall inform that organization that they have a right to appeal to the City Parks, Recreation and Culture Department for approval and the Department's decision shall be final.
4. The Licensee shall be responsible for any concession operation and/or subletting of same.
5. The Licensee agrees to be responsible for all utilities, excepting water for irrigation purposes, associated with the operation of the rugby field and to pay for the provision of any services connected therewith. The Licensor agrees to supply the water required for irrigation purposes for the lands at the City's expense.
6. The Licensor agrees that the Licensee shall retain any revenue derived from the rental of the said rugby field by the Licensee to other users of the rugby field.
7. The Licensee agrees to maintain the above described lands and premises at its own expense to a standard acceptable to the Director of the Parks, Recreation and Culture Department of the City of Moose Jaw.
8. The Licensee agrees to control traffic on the above described lands and premises to ensure parking takes place in an orderly fashion and within designated parking areas only.
9. The Licensor agrees to fund capital improvements required for the rugby field to ensure the rugby field is kept at a level of service acceptable to the public and the users of the rugby field.

10. The Licensee shall maintain and keep the rugby field clean and tidy to the satisfaction of the Director of the Parks, Recreation and Culture Department of the City of Moose Jaw.
11. The Licensee agrees that the Licensor shall not be liable to the Licensee nor to any other person or corporation for any claim, demand, damages or rights or causes of action whatsoever arising out of or incidental to, or in any manner connected with, directly or indirectly, the operation of the Licensee, including the operations of the rugby field. The Licensee further agrees to save harmless and to indemnify the Licensor against any and all claims, liabilities, demands, damages or rights or causes of action whatsoever made or asserted by anyone arising out of or incidental to this agreement.
12. The Licensee shall maintain, at its cost, bodily injury and property damage liability insurance of not less than \$2,000,000. inclusive coverage. The Licensee agrees also to maintain any commercial automobile and non-owned automobile third party liability insurance as may be necessary in an amount of not less than \$2,000,000. inclusive coverage.
13. The Licensee shall maintain such insurance coverage in respect to contents, burglary and robbery coverage as it may consider necessary.
14. The Licensee shall provide copies of the policies providing liability coverages or appropriate Certificates of Insurance to the Licensor. These policies shall not be cancelled without thirty (30) days prior written notice being given to the Licensor. Wording of all policies relative to exposures included and excluded, deductible amounts, etc. are the responsibility of the Licensee.
15. The Licensee agrees to incorporate under the Province of Saskatchewan Non-Profit Corporations Act and further agrees that the Licensor shall be entitled to appoint one non-voting representative to their Executive as an advisor.

16. The parties hereby agree that the Licensor or the Licensee may terminate this agreement at any time, on not less than sixty (60) days written notice of intention to do so, forwarded prior to December 31st of each year during the term of this agreement. However, it is understood that unless the Licensee is in breach of this agreement, the Licensor shall upon termination of this agreement, provide a suitable alternative field for the use of the Licensee.
17. This agreement is binding on the parties hereto and their respective heirs, executors, administrators, successors, successors-in-title and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals duly attested by the hands of their proper signing officers on that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED

THE MUNICIPAL CORPORATION
OF THE CITY OF MOOSE JAW

Per: 

MAYOR

Per: 

CITY CLERK

THE MOOSE JAW RUGBY CLUB INC.

Per: 

Per: 

C A N A D A
PROVINCE OF
TO WIT:

AFFIDAVIT OF WITNESS

I, Lila Muc, of the City of Moose Jaw, in the Province
of Saskatchewan,

MAKE OATH AND SAY:

1. THAT I was personally present and did see Ralph
Gawley and Joe Wills named in the within instrument, who
are personally known to me to be the persons named
therein, duly sign and execute the same for the purpose
named therein.
2. THAT the same was executed at the City of Moose Jaw,
and that I am the subscribing witness thereto.
3. THAT I know the said Ralph Gawley and Joe Wills and
each is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City)
of Moose Jaw, in the Province)
of Saskatchewan, this 23rd)
day of June ,)
A.D. 1992.

Lila Muc

Lynne C. ...
A Commissioner of Oaths in and
for the Province of Saskatchewan
My Commission expires June 31, 1994.

