

## RECIPROCAL AGREEMENT

This agreement made in duplicate this 1<sup>st</sup> day of August, 2024

**Between:** The Town of Riverview a municipal corporation, and duly incorporated under and virtue of a Special Act of the Legislative Assembly of the Province of New Brunswick, hereinafter called the “Town”,

Of the Second Part;

and

Anglophone East School District, a body corporate, of the City of Moncton, County of Westmorland, and Province of New Brunswick, hereinafter called the “District”

Of the Second Part;

**Whereas:**

The parties hereto are desirous of reaching an arrangement with respect to the sharing of facilities and services;

**Statement of Purpose**

The parties agree to support youth activity programming by making available schools, fields and other facilities to nonprofit community youth groups/associations and school teams/groups. A spirit of full cooperation is the foundation of this understanding considering operational realities from school and field closures to availability of facilities and fields.

**1. COVENANTS OF THE DISTRICT**

- a. The District will make available for youth activity programming, school facility use by the Town, for evenings, weekends and summer use programming. The use of schools may include spaces beyond gymnasium use. Such spaces will be made available at no cost and subject to district and school approval.
- b. In the summer, schools will be available up to two weeks prior to Labour Day weekend, the specific locations and times shall be determined by the parties. Summer requests will be submitted by the Town to the District annually by March 30<sup>th</sup> and suitable school facilities will be made available by the District. The District will provide terms and conditions of use of the schools to the Town.
- c. Both the District and the Town acknowledge that scheduled school activities will have priority over the Town’s use and that the use by the Town will be subject to this priority use. It is understood that the Town’s use will be second priority after the district.
- d. The Town will determine criteria for eligible youth groups, prioritizing nonprofit community youth groups and associations. A reasonable time frame will be given for community cancellations where possible, ensuring that these groups can effectively plan and utilize school and field facilities.
- e. The District will provide custodian presence for all events scheduled under this reciprocal agreement at no cost.
- f. The District will be responsible for arranging contractual services for snowplowing, salting, and sanding to all Riverview Schools.

- g. The District will provide a schedule for field use by school teams based on the availability provided by the town no later than April 15 for Spring use and September 15 for Fall use.
- h. District will provide an automated booking system for facilities bookings.
- i. The District and Town will confirm their main point of contacts for this agreement on an annual basis.

## **2. COVENANTS OF THE TOWN**

- a. The Town is to make times available for youth community activities that they deem appropriate for support under this agreement. Profit making events and fundraisers are not included in the parameters of this agreement.
- b. Summer requests will be submitted by the Town to the District annually by May 31 and suitable school facilities will be made available by the District.
- c. - The Town will provide minor maintenance and mowing for sports fields at Riverview Schools as detailed in Appendix A. This includes spring and fall maintenance, repairs, and lining of fields for use by the town and district.
- d. The Town will make available for youth activity programming, Town sports field use by the District, for evenings, weekends and summer use. Such space will be made available at no cost and subject to field conditions and Town approval.
- e. Subject to availability, the Town will provide ice times for practices to elementary, middle, and high school students at no cost. Additionally, Riverview High School Hockey Teams will receive a 40% hourly discount for one game weekly.
- f. The Town will provide Riverview High School with the use of the Byron Dobson Memorial Arena for the graduation ceremony free of charge.
- g. The Town will provide minor maintenance such as garbage removal (May to October) at the CDT and RHS Disc Golf courses.
- h. The Town will provide swimming opportunities to Riverview Schools based on availability, at a staff-cost recovery rate.
- i. The Town may offer adult programming in schools, but it is expected that adults will pay a fee for the school usage.

## **3. IT IS AGREED BETWEEN THE PARTIES THAT:**

- a. They will co-operate in the development of a long-term strategy for field development and improvement, contingent on continued Town use of district fields. A Committee, designated with responsibility for the long-term strategy, will be created, and appointment of members to be determined by the two parties.

## **4. TERMS**

The term of this agreement shall commence on August 1, 2024 and will continue for five years, terminating on June 30, 2029, subject to agreement between both parties. Both parties agree that certain articles within this agreement will be revisited each year.

**5. LIABILITY INSURANCE**

Both parties hereto will indemnify and save harmless each other of and from all liabilities, fines, suits, claims, demands or actions of any kind or nature to which they shall or may become liable for or suffer by reason of any breach, violation or non-performance of any covenant, term or provision hereof, or by reason of any injury or death resulting from, occasioned to or suffered by any person or persons or any property by reason of any act, neglect or default or any of its agents, employees, customers, guests or invitees such indemnification in respect of any such breach, violation, non-performance, damage to property, injury or death occurring during the term of the agreement shall survive any termination of this agreement.

**THIS AGREEMENT** and everything herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto respectively.

**IN WITNESS WEREOF** the parties hereto have caused these presents to be executed at the Town of Riverview, in the County of Westmorland, and Province of New Brunswick, the day and year first herein written.

**SIGNED, SEALED AND DELIVERED**

ON \_\_\_\_\_

Date

\_\_\_\_\_  
Town of Riverview - Mayor

\_\_\_\_\_  
Town of Riverview – Town Clerk

\_\_\_\_\_  
Anglophone East School District -  
Superintendent

\_\_\_\_\_  
Anglophone East School District –  
Director, Finance & Administration