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MEMORANDUM OF AGREEMENT made in duplicate this 29th day
of July , A.D., 19 80 .

BETWEEN: THE CITY OF PRINCE ALBERT
a Municipal Corporation, in the
Province of Saskatchewan, herein-
after called, "the City"

OF THE FIRST PART

- and -

THE BOARD OF TRUSTEES OF THE PRINCE
ALBERT COMPREHENSIVE HIGH SCHOOL
BOARD, a School Board having control
of the Comprehensive (Division IV)
High School, in the City of Prince
Albert, in the Province of Saskatchewan,
hereinafter called, "the Board"

OF THE SECOND PART

WHEREAS the City and the Board entered into an
Agreement dated the 12th day of December, A.D., 1973, for the
purpose of construction and operation jointly of a Swimming Pool,
hereinafter called "the Pool";

AND WHEREAS the City and the Board have mutually
agreed to enter into a new Agreement to make such changes as the
parties deem necessary for the continued joint development, main-
tenance and operation of the Pool;

NOW THEREFORE IN CONSIDERATION of the premises and
the mutual covenants and agreements of the parties hereto, this
Agreement witnesseth that the parties hereto agree as follows:

1. The parties hereto agree to jointly operate and
maintain the said Pool under the terms of this Agreement, and
continue to share the actual capital cost of any agreed renova-
tion, remodeling or new construction on the basis of five-ninths
(5/9ths) by the City and four-ninths (4/9ths) by the Board.

2. The Pool is an integral part of the Carlton
Comprehensive High School and is constructed on land owned by
the Board and legally described as Parcel C, Plan 67PA12963,
in the Hudson's Bay Company's Reserve, in the City of Prince
Albert, the said Plan being of record in the Land Titles Office
for the Prince Albert Land Registration District. The Pool
hereby described is the property of the Board, and in this
Agreement the words "the Pool" shall include the Swimming Pool

and all rooms, equipment and facilities used in connection therewith under the terms of this Agreement.

3. It is clearly understood and agreed that during the periods of use allocated to each party pursuant to Clauses numbered 5 and 6 of this Agreement, the supervising employees shall be engaged by and be responsible to the party using the Pool, with qualifications for employment adopted by that party.

4. For the purpose of administration and operation of the Pool, the parties hereto agree that responsibility for maintenance, equipment replacement and cleaning of the Pool as well as treatment of the pool water to a standard acceptable by the Department of Public Health shall be assigned to the Board and costs for same shall be apportioned between the parties as set out in Schedule "B" attached hereto. Development and implementation of programs during the periods of use allocated to each party pursuant to Clauses numbered 5 and 6 of this Agreement shall be the responsibility of the party using the Pool. It is understood and agreed that the Director of Education of the Board shall be responsible to the Board for duties assigned to the Board defined in this Agreement and that the Director of Parks and Recreation for the City shall be responsible to the City for duties assigned to the City defined in this Agreement. It is further understood and agreed that the Liaison Committee of the Board and the Parks and Recreation Committee of the City shall meet at the request of the Director of Education or the Director of Parks and Recreation to review operation of the Pool that cannot be resolved by the appointed administrators of the parties hereto and report to the Board and to the Council of the City any recommendations for amendments to the provisions of this Agreement or to any procedures in use by the parties in connection with the performance of this Agreement.

A description of the lines of authority and responsibility described herein is set out in Schedule "A" attached hereto and forming part of this Agreement.

5. The Board shall have the use of the Pool between the hours of 8:00 o'clock in the morning and 6:00 o'clock in the afternoon of each day when school is normally in session in order to enable the Board to carry out its programs.

6. The City shall have the use of the Pool between the hours of 6:00 o'clock and 11:00 o'clock in the evening on any school day and between the hours of 9:00 o'clock in the morning and 11:00 o'clock in the evening on any day when school is not in session.

7. Notwithstanding the provisions of Clauses numbered 5 and 6, or other portions of this Agreement, in the event either party requires use of the Pool for special functions during the normal hours of use of the other party pursuant to the Agreement, the needs of such party shall be indicated to the other party through lines of authority and responsibility as set out in Schedule "A" attached hereto and forming part of this Agreement, by reasonable notice not to be less than seven (7) days prior to the event and the hours of use shall be adjusted only with the consent of both parties.

8. Except as hereinafter otherwise provided, each party shall be responsible for the ensuring of adequate supervision, discipline and control of those persons or groups of persons using the Pool during the hours of use allocated to that party. Responsibility for maintenance costs and for the cost of all janitor and caretaker services required in connection with operating of the Pool shall be apportioned between the parties in proportion to the hours of use by each party as set out in Schedule "B" attached hereto and forming part of this Agreement. The apportionment of costs as set out in said Schedule "B" shall be subject to revision as the same may be recommended and agreed to by the representatives of the parties hereto, and in the event of a dispute that cannot be resolved by negotiation between the parties, the matter in question shall be resolved by reference thereof to arbitration, binding upon each of the parties, such arbitration to be conducted under provisions of The Arbitration Act of Saskatchewan.

9. When the Pool is being used by a group sponsored by the Board or by the City, in accordance with the provisions of this Agreement, the person in charge of the group will in each case be responsible for the care and control of the group and the Pool equipment. Each of the parties to this Agreement shall be responsible for providing and paying the cost of any equipment required for that party's program excepting that equipment which is part of the initial Pool construction cost and that equipment which it is agreed will be to the mutual benefit of both parties. Without limiting the generality of the foregoing, the parties using the Pool and equipment under the sponsorship of the Board or the City shall supply their own expendable equipment, unless by prior written agreement the City or the Board agrees to supply expendable equipment required by school children or by participants in a training program sponsored by either of the parties in this Agreement. Where any person or group of persons using the Pool by arrangement with the parties supplies its or their own equipment, the party supplying the same shall be responsible for its care and for the loss of or damage to any portion of the equipment.

10. Each of the parties shall provide for the establishment of a system of inspection of the Pool, including all facilities used by the parties at all necessary times hereunder and including a system of reporting to the party in charge at the time, all breakage, damage or injury to the Pool, or personnel, including the time during which the said damage shall have occurred and the responsibility to whom the cost of replacement or repair has been allotted.

11. The parties hereto hereby agree each to indemnify and save harmless the other from all damage, loss or injury occurring to the Pool during the time when the Pool shall be operated for the use of the City or the Board and each party hereto hereby undertakes and agrees to replace, repair or pay for the cost of replacing or repairing any damage, injury or loss which shall occur during the period in which the Pool shall

have been allotted to the party hereto in question and in the event of loss, damage or injury occurring to the Pool at a time when neither party shall have been allotted the use thereof, then each party will be responsible for the loss, damage, injury or repair thereof in the same proportion namely five-ninths (5/9ths) thereof by the City and four-ninths (4/9ths) thereof by the Board as the parties hereto shall have contributed for the original construction costs of the Pool. If the said damage, loss or injury shall be directly attributed to the negligence of either the City or the Board or those using the Pool at the time when the Pool shall have been allotted to either party hereto, then in that event the party to whom the Pool had been allotted at the time when the effective cause of the said loss or injury occurred shall be wholly responsible for the cost of replacement or repair thereof.

12. The City hereby undertakes and agrees to indemnify and save harmless the Board from any and all manner of action and actions, cause or causes of action, suits, debts, dues, sums of money, claims or demands whatsoever at law or in equity howsoever brought or arising from the use of the Pool by any person under an arrangement with the City or during the time when the Pool shall be allotted to the City pursuant to the provisions of this Agreement. The Board hereby undertakes and agrees to indemnify and save harmless the City from any and all manner of action and actions, cause and causes of action, suits, debts, sums of money, claims and demands whatsoever at law or in equity howsoever brought or arising from the use of the Pool by any person during the time when the Pool is not allotted to the City under the provisions of this Agreement. It being understood that any claim arising from or caused by a latent defect or danger by reason or the structural or architectural condition of the Pool shall be borne and satisfied by each party paying the cost of contesting any such claim and if established the claim itself and any attendant costs in the proportion, namely, five-ninths (5/9ths) thereof to be paid by the City and four-ninths (4/9ths) to be paid by the Board.

13. The City shall arrange for adequate supervision of the Pool at all times when, under the terms of this Agreement, the City shall have been allotted the use of the said Pool, and the City shall be responsible for assuring that the Pool shall be used only in compliance with all of the provisions of this Agreement and that the Pool premises be vacated in adequate time to allow the Pool to be closed by the employee of the Board responsible therefore on or prior to 11:00 o'clock in the evening of any day during which the Pool building is being used.

14. Each of the parties hereto shall provide and maintain all inclusive Public Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) with the said policy evidencing such insurance so drawn or endorsed to cover all of the liabilities which under the terms and provisions of this Agreement may attach to the party named as assured in the policy from construction, ownership, operation or for any reason whatsoever relating to the Pool. Each party shall provide to the other a certificate confirming and demonstrating the coverage maintained and undertake to authorize and require that the party's insurer in said certificate agree to notify the other party of the expiration or non-renewal of the said coverage within three (3) days so that the other party shall be at liberty to apply for and obtain such insurance as it deems necessary to provide the insurance coverage to be carried as herein agreed. In case of failure by either party to maintain such insurance, each of the parties hereto hereby delegates and constitutes the other to be its agent for the purpose of making application for the said insurance and maintaining the said insurance in effect during the whole of the term of the within Agreement. The parties hereto hereby agree that each of them shall pay the cost of providing such insurance as is required of them under the provisions of this paragraph. In the event of the other party so insured neglecting or refusing to pay for any such insurance effected for that party under the provisions of this paragraph, the party

placing the insurance shall have the right and is hereby authorized to sue and recover judgement in debt for all costs of effecting same.

15. The Board hereby agrees that the Pool shall not be converted to other than swimming pool use as provided for in this Agreement, except through negotiation or arbitration as provided for in the concluding section of this Agreement, in which event the City shall be entitled to compensation in an amount not more than five-ninths (5/9ths) of the appraised value of the Pool at the time the use thereof is to be converted.

16. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall continue in full force and effect so long as the Pool shall remain properly capable of safe, sanitary and legal operation, provided, however, that the terms of this Agreement may be amended or revised by mutual agreement of the City and the Board. It is further understood and agreed by and between the parties hereto that in the event of a dispute arising hereunder which cannot be settled by direct negotiation between the parties hereto, the said dispute shall be submitted to arbitration under the provisions of The Arbitration Act of the Province of Saskatchewan or such alternative or substitute procedure as may be in force in the Province of Saskatchewan at the time of the said dispute. Each of the parties hereto will be bound by any award made thereunder.

17. This Agreement shall have effect on the 29th day of July A.D., 1980, and the Agreement dated the 12th day of December, A.D., 1973, between the parties hereto shall be fully terminated and ended on the same date.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by the

hands of their officers in that behalf duly appointed as of the day and year first hereinabove written.


THE CITY OF PRINCE ALBERT


MAYOR

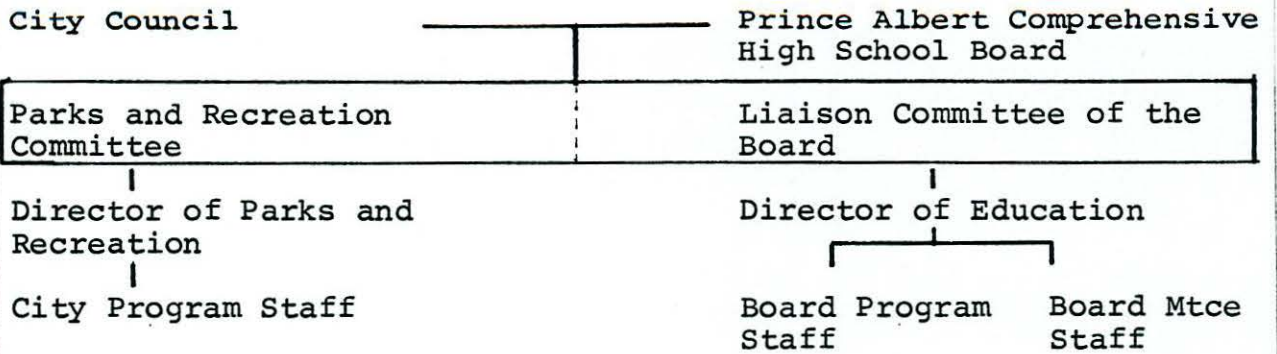

CITY CLERK
July 29, 1980

THE BOARD OF TRUSTEES OF THE PRINCE ALBERT COMPREHENSIVE HIGH SCHOOL BOARD


CHAIRMAN


SECRETARY

SCHEDULE "A"
 ORGANIZATION AND OPERATION
 CITY-BOARD SWIMMING POOL
 PRINCE ALBERT



THE CITY OF PRINCE ALBERT

THE BOARD OF TRUSTEES OF THE
 PRINCE ALBERT COMPREHENSIVE
 HIGH SCHOOL BOARD

Keith Spencer

 MAYOR

P. Zycholiz

 CHAIRMAN

[Signature]

 CITY CLERK
 July 29, 1980

[Signature]

 SECRETARY

SCHEDULE "B"

Use of Pool

- (a) By the Comprehensive High School Board
200 teaching days x 10 hours per day = 2,000 hours
(8:00 a.m. to 6:00 p.m. on school days)
- (b) By the City
200 teaching days x 5 hours per day = 1,000 hours
(6:00 p.m. to 11:00 p.m.)
165 days x 14 hours per day = 2,310 hours
- Total City Time 3,310 hours

Total Time

City and Comprehensive Board = 3,310 + 2,000 = 5,310 hours

Proportion for Pro-rating Costs

City portion: $\frac{3,310}{5,310} = 62\%$

Comprehensive Board Portion: $\frac{2,000}{5,310} = 38\%$

The portion of the cost of operation is to be applied only to those utility costs, maintenance costs, equipment replacement costs and wages which are directly applicable to the overall operation. A 15% administration fee based on the above will be part of the total operation cost.

The Comprehensive High School Board shall estimate the yearly operational costs of the Pool for the purpose of budgeting.

Revenues derived by either party during its portion of the Pool operation shall accrue directly to that party.

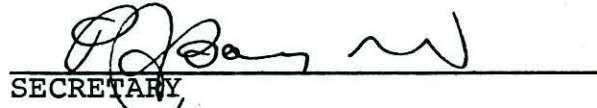
THE CITY OF PRINCE ALBERT

THE BOARD OF TRUSTEES OF THE
PRINCE ALBERT COMPREHENSIVE HIGH
SCHOOL BOARD


MAYOR


CHAIRMAN


CITY CLERK
July 29, 1980


SECRETARY