

THIS AGREEMENT of use made this 4th day of September, 2018

BETWEEN

AVON MAITLAND DISTRICT SCHOOL BOARD,
(hereinafter referred to as the "Board")
PARTY OF THE FIRST PART

-and-

THE HURON-PERTH CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")
PARTY OF THE SECOND PART

-and-

THE MUNICIPALITY OF SOUTH HURON,
(hereinafter referred to as the "Municipality")
PARTY OF THE THIRD PART

CONCERNING RECIPROCAL USE OF COMMUNITY FACILITIES

PURPOSE:

It is the purpose of this agreement to share facilities amongst the Board and the Municipality. This agreement will provide consistent communication while at the same time minimize the cost to all parties.

This cooperative venture is for the purpose of providing educational and recreational opportunities (i.e. structured activities, staff training) for the public and the students of the Board. With these intents in mind, the following are specific items of agreement:

1. CONTACT PERSONS

The Parties hereto agree that contacts for the use of facilities will be as follows:

- i) for the Boards – individual school Principal, or designate;
- ii) for the Municipality through the Community Services Department – the Manager of Community Services, or designate;
- iii) for the Municipality specific to Childcare Programs – Manager of Childcare Services.

Contact information for the Boards & Municipality forms Schedule "B" hereto.

2. FEES & CHARGES

The Parties hereto agree that:

- a) There will be no facility rental charges (refer to 3d). Custodial fees may be charged, to the user, for weekend and holiday use or at any other time when a custodian is required and a custodian is not normally scheduled for work. No custodial fees will be charged to the user, if use of the facility can be arranged without a custodian on staff. Each Party to this agreement will make every effort to prevent the need for custodial fees being charged. The Manager of the Facility or the Principal of a school within the jurisdiction of the Board shall determine the need for custodial presence.
- b) The users will be responsible for provision of adequate supervision for each activity while using the facilities of any of the Parties to this agreement.
- c) Each Party to this agreement will be responsible for providing normal janitorial services at its facilities prior to and following each activity. Any exception will be discussed and agreed upon in advance of the activity. Enhanced clean up, maintenance or damage caused will be charged to the rental group.
- d) Equipment will be made available at the discretion of the Party that owns the facility, but any equipment that is made available will be free of charge, unless otherwise agreed upon.
- e) Storage of users' equipment will be the responsibility of the user. As storage space is not always available, users will be asked to remove equipment from the facility after the scheduled activity, when reasonable.
- f) Snow removal, if required on weekends, may be provided to the permit holder at a cost to the user.

3. SCHEDULING

- a) Each Party wishing to utilize another's facility for the following school year can start to submit their electronic requests in July of that year.
- b) Notwithstanding the above noted final documents, Parties to this agreement appreciate there will be emergent needs. All parties will attempt to accommodate such additional requests.
- c) All Community Services Department groups must complete the appropriate electronic facility permit.
- d) With respect to Municipal facility use, the hours available for school use will be between 7:30 am and 3:00 pm on weekdays. If facility time is required before 7:30 am and after 3:00 pm, regular rental fees will apply. Rentals between the hours of 3:00 pm and 11:00 pm and on weekends will be made available to the Board only after regular users' rental needs are satisfied, as set out in item 9 hereto.

4. BUMPING

The Parties hereto agree that bumping from the schedule requires a lead-time of at least two weeks, and will not be requested unless for good reason and after other alternatives are investigated. The published schedule recognizes that mutual commitment has been established. All parties understand that emergency situations occur that are beyond staff control. Conditions may include but not limited to health concern, weather, construction project, hydro interruption, scheduled conflict, etc.

5. ACCESS TO COMMUNITY SERVICES FACILITIES

The Parties hereto agree that school accessibility may be gained through:

- a) on-site caretakers
- b)
 - I) coded key pad access to building being rested with a responsible person who will ensure that the building is secure upon departure, and/or
 - II) some other local arrangement made with the facility contact.
 - III) any internal keys loaned will be returned immediately after the event, or as agreed upon by both parties.
 - IV) these privileges will be reviewed and may be revoked if warranted.

6. INSTRUCTIONAL FEES

The Parties hereto agree that instructional fees will be borne by the user of the facility at a pre-determined rate. Supervision fees (ie. lifeguards) for ongoing recreational programs may be borne by the user at a pre-determined rate. The user is to be advised of the total instructional fees in advance of undertaking the program.

7. DAMAGE

The Parties hereto agree that:

- a) Each facility user is fully liable for damage or loss incurred at the facility, its property, or neighbouring property, provided that damage is not considered normal wear and tear.
- b) All damages will be reported immediately by the Party that owns the facility to the contact of the user organization.

8. EMERGENCY SHELTER

South Huron District High School and Exeter Public School may use the South Huron Recreation Centre as an area of refuge in an emergency situation. The area(s) of the facility that may be used, and facility availability, will be determined in consultation with the Principal(s) and the Community Services Manager.

9. INSURANCE

A Party to this Agreement or its authorized agents who use the property of another Party to this Agreement will be known as the “user”. The property owner will be known as the “owner”.

A user shall protect, indemnify and save harmless the owners, its employees or agents from all claims that may arise out of the use of the property. The owner will not be responsible for personal injury, damage, or loss or theft of any articles belonging to the user or anyone entering upon the premises or property as a result of this Reciprocal Agreement or the issuance of a permit. Such exemption from liability by the owner does not apply, should there be a state of non-repair or neglect, such that inherent dangers exist in the premises or property.

All users will provide a certificate of insurance to each owner. (Note – affiliated groups must provide their own third party liability insurance in the amount of \$5,000,000.00).

10. PREFERENTIAL USE

This agreement recognizes that each Party will schedule their facilities to best accommodate the needs of their own users.

Subsequent to their personal use, every effort will be made to provide protected and preferential priority to the other Parties named in this Agreement.

11. FACILITIES AND RESOURCES

The facilities and resources referred to with respect to this Agreement are those listed in Schedule “A” attached hereto and forming part of this Agreement.

12. AFFILIATED GROUPS

This agreement recognizes that each agency may sponsor affiliated groups within the terms of this agreement.

Notes: 2a) Fees and charges
3d) Scheduling – permits
9 Insurance

13. AGREEMENT REVIEW

A joint committee involving the Parties to this Agreement will communicate/meet in the fall of each year (or as needed) in order to propose amendments, resolve conflicts, evaluate the success of the Agreement, and to finalize schedules. Meetings of the joint committee will be initiated by the Board in consultation with the Municipality. Open and respectful communication is necessary to the success of this agreement.

14. SYNOPSIS OF USE

Each Party will submit, to the other parties, a synopsis of use of owned facilities for the year, upon request.

15. TERMINATION OF AGREEMENT

This Agreement may be terminated by any Party as of August 30th when notice is delivered to the other Parties by March 15th. Having received no notice of cancellation from any Party to the Agreement, the Agreement will be deemed to have continued for the next school year.

16. IMPROPER USE

Any use of the facilities that may violate the canons of good morals, manners or taste, or may be potentially injurious to any party’s buildings, grounds or equipment will not be approved.

17. ASSIGNMENT OF AGREEMENT

A party of this agreement shall not assign this agreement without the prior consent, in writing, of the other Party.

IN WITNESS WHEREOF THE PARTIES hereto have affixed their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

AVON MAITLAND DISTRICT SCHOOL BOARD

PER: _____

THE HURON PERTH CATHOLIC DISTRICT SCHOOL BOARD

PER: _____

THE MUNICIPALITY OF SOUTH HURON

PER: _____

PER: _____

SCHEDULE “A”

to the Agreement dated the 4th day of September, 2018.

SCHOOL BOARD

- School Classrooms (as assigned)
- School Gymnasias
- School Washrooms
- Outdoor Sports Fields

THE MUNICIPALITY OF SOUTH HURON

- Soccer Fields
- Ball Diamonds
- Tennis Courts
- Pavillions
- South Huron Recreation Centre

NOTES: The Arena is available **WITH ICE** for 6 months of the year and **WITHOUT** ice the remaining 6 months of the year. Exact dates vary yearly.
Arena use to include use of the ice surface, dressing rooms and seating area.

SCHEDULE “B”

to the Agreement dated the 4th day of September, 2018.

CONTRACT INFORMATION

AVON MAITLAND DISTRICT SCHOOL BOARD

62 Chalk Street North

SEAFORTH ON N0K 1W0

Telephone: (519) 527-0111 x205

Fax: (519) 527-0444

Contact: Laurel Mitchell, Facilities Officer

E-mail: Laurel.Mitchell@ed.amdsb.ca

THE HURON PERTH CATHOLIC DISTRICT SCHOOL BOARD

P.O. Box 70

DUBLIN ON N0K 1E0

Telephone: (519) 345-2440

Fax: (519) 345-2449

Contact: Denise DeJong, Community Use of Schools Coordinator

E-mail: ddejong@hpcdsb.ca

THE MUNICIPALITY OF SOUTH HURON

Recreation Department

94 Victoria St. E.

EXETER ON N0M 1S1

Telephone: (519) 235-2833

Fax: (519) 235-2821

Contact: Jo-Anne Fields, Community Services Manager

E-mail: j.fields@southhuron.ca