

AGREEMENT FOR THE JOINT USE OF FACILITIES MADE THIS ___ DAY OF ____, 2015.
BETWEEN:

**THE GRAND ERIE DISTRICT SCHOOL BOARD
(herein after called the “Board”)**

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF BRANT
(hereinafter called the “County”)**

OF THE SECOND PART

WHEREAS it is the purpose of the Corporation of The County of Brant to construct, develop, operate and maintain recreational facilities and to organize and administer public recreational programs for the citizens of the County of Brant;

WHEREAS the Grand Erie District School Board has adopted a policy of school and grounds use by the community, provided there is no conflict with the operation of school activities; and

WHEREAS both parties deem it desirable to enter into an Agreement for reciprocal use of facilities for the purpose of providing recreational programs.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Joint Use Facilities

- a. This Agreement shall apply to the facilities outlined in Schedule A, located within the limits of the County, and owned by each Party.
- b. In accordance with its by-laws, the County shall make available to the Board the use of pools, arenas, parks and other community owned facilities, as outlined in Schedule A to this Agreement, for education purposes with the limitations of suitability, previous Agreements or other commitments and other reasonable considerations.
- c. In accordance with its policies, the Board shall make available to the County and its qualified Community Groups the use of indoor and outdoor facilities, as outlined in Schedule A to this Agreement, within the limitations of suitability, previous Agreements or other commitments and other reasonable considerations.

2. Scheduling and Revenue

Once the County books its own programs, the Board shall have priority use of County owned Facilities, in accordance with the terms of this Agreement. The Board’s use of County Facilities shall be free of charge, as outlined in the County of Brant Facility Booking Policy CSD-2015-02 and Sport Facility Allocation Policy CSD-2015-01, except as otherwise set out in Schedule B.

School hours will be defined as 8:00am - 4:00pm, Monday to Friday while school is in session.

Once the Board books its own school program bookings and has booked Grand Erie District School Board Historical Bookings as defined below, the County shall have priority use, of all Board Facilities, including priority over all bookings made through the

Community Use of School Policy, in accordance with the terms of this Agreement, and provided that the County books the use of Board owned Facilities for County scheduled programs, after **March 1st each year for bookings scheduled from July 1 – August 31 every year and after June 1 each year for bookings from September 1 to June 30.**

The Grand Erie District School Board Historical Bookings, who have been booking the same facility and time with the GEDSB for five or more years will be offered to continue their historical booking prior to any new booking requests

Priority booking shall not apply to Community Groups of the County but will be considered equally with Community Use of Schools applications; however of the fee provisions of this Agreement shall apply Should the County require additional program space at any time during the year, these requests shall be considered by the Board pending availability of space and after other uses are scheduled.

The County shall be required to file a list of qualified Community Groups with the Board and this list shall be updated annually prior to June 30th or as new Community Groups are approved throughout the year. Approved County of Brant Community Groups will be entitled to utilize school board facilities within the intent of the Grand Erie District School Board (GEDSB) Community Use of Schools Policy.

All County bookings of Board Facilities made after the dates mentioned above, for the upcoming seasons mentioned above, shall be subject to the availability of the Facility and on a first-come, first-served basis.

The County and the Board are responsible for the scheduling of their respective facilities.

2A. OUTDOOR FACILITIES

- a. Except where the proposed use generates an additional expense invoking the charges as indicated in Schedule B, outdoor facilities under the jurisdiction of the County made available to the Board, pursuant to this Agreement, are made available, without charge, subject to the rules and regulations set out in Schedule “D” and providing such programming does not interfere with regular scheduling, maintenance or previous Agreements or other commitments.
- b. Except where the proposed use generates an additional expense invoking the charges as indicated in Schedule B, outdoor facilities under the jurisdiction of the Board made available to the County pursuant to this Agreement are made available without charge, subject to the rules and regulations specified in Schedule “C” and providing such programming does not interfere with regular scheduling, maintenance or previous Agreements or other commitments.

2B. INDOOR FACILITIES

- a. Except where the proposed use generates an additional expense invoking the charges as indicated in Schedule B, the indoor facilities of the County made available to the Board pursuant to this Agreement are made available, without charge, subject to the rules and regulations set out in Schedule “D” and providing such programming does not interfere with regular scheduling, maintenance or previous Agreements or other commitments.
- b. Except where the proposed use generates an additional expense invoking the charges as indicated in Schedule B, the indoor facilities of the Board are made available to the County, and its qualified Community Groups, pursuant to this Agreement are made available, without charge, subject to the rules and regulations specified in Schedule “C,

and providing such programming does not interfere with regular scheduling, maintenance or previous Agreements or other commitments. Where the County's use invokes additional expenses, the Board will charge a custodial fee and security fee, as indicated in Schedule B, such charge to be set in August of each year, in consultation with the County.

- c. The indoor facilities of both parties shall be subject to the terms of any current or future Community Use of School Policies (Board) or Facility Booking and Sport Facility Allocation Policy (County).

3. MAINTENANCE

The County and the Board shall cooperate in the maintenance of selected facilities, as agreed upon from year to year. If charges for such services are to be levied, the same shall be agreed upon in sufficient time to be included in current annual budgets and be payable promptly upon receipt of invoices.

4. SUPERVISION

- a. Each party using facilities for programs shall be responsible to supply adequate supervision based on the number of participants involved and the type of program provided for activities and events. The safety of the participants involved in the activity or event is paramount.
- b. If damage to facilities and/or equipment caused by negligence of the user should occur during the use of the same, the cost of repairs shall be the responsibility of the user.
- c. Each party shall ensure the facility is left to the owner's expected acceptable standard of cleanliness, as interpreted by the owner. In the event of default, any extra cost of such clean-up shall be at the expense of the user.
- d. Schedules C and D, attached hereto and forming part of this Agreement are the standard rules and regulations for the use of facilities by the parties hereto. The parties hereto agree that the said rules and regulations will be adhered to during the use by any party insofar as they are not superseded by specific provisions of this Agreement. Any amendments to Schedules C and D must be agreed upon by both parties.
- e. Each party appoints the other party hereto, its Board Members and its assigned employees or in the case of Community Group, the permit holder, as agents with full authority to enforce the provisions of the Trespass Property Act, R.S.O. 1990, c.T.21 while using or occupying the property of the appointing party pursuant to the terms and provisions of this Agreement.
- f. Each party shall indemnify the appointing party against any and all demands, claims, damages, actions, causes or actions and costs thereof arising out of the enforcement or attempted enforcement of the Trespass to Property Act, R.S.O. 1990, c.T.21 by the party, its Board member or employee while using or occupying the property of the said party.

5. USE OF EQUIPMENT

The County and the Board shall allow the use of related equipment in the use of indoor facilities only. With respect to Board-owned equipment, permission from the school administrator is required prior to use. With respect to County-owned equipment, permission from the Director or designate is required prior to use. Purchases of equipment

for joint use at a facility must have defined guidelines for use outlined in an Memorandum of Understanding to be added to the agreement and approved by the Superintendent of Business or designate and the Director of Community Relations/and or Parks & Facilities.

6. DISTRIBUTION OF PROMOTIONAL MATERIALS THROUGHOUT THE SCHOOL SYSTEMS

The Board will allow the County to distribute promotional materials and brochures, for its cultural and recreational programs throughout the school systems in adherence to GEDSB policies regarding material distribution.

7. ADMINISTRATION

- a. Each party to this Agreement shall keep an accurate accounting of extra costs incurred on the implementation of this Agreement.
- b. On an annual basis, a meeting will be scheduled between the parties to discuss matters pertaining to this Agreement.
- c. For reporting purposes, each party will provide an accurate accounting as requested.

8. INDEMNITY

- a. The County agrees to indemnify the Board and its directors, officers, employees, agents, successors and assigns against any and all demands, claims, damages, costs (including reasonable legal fees), expenses, liabilities and causes of action, suffered by the Board with respect to Third Party Liability which may arise out of the County's use of the Board lands or premises pursuant to this agreement, save and except those liabilities arising as a result of the Board's negligence. The County agrees to respond to and defend the Board with respect to any claims filed against the Board as a result of the County's use of Board Facilities. The County shall obtain and maintain during the term of this agreement, Third Party Liability Insurance issued by an insurer licensed to do business in Ontario, in the minimum amount of \$15,000,000 per occurrence, which includes a severability of interest and cross liability clause and which names the Board as an additional insured.
- b. The Board agrees to indemnify the County and its directors, officers, employees, agents, successors and assigns against any and all demands, claims, damages, costs (including reasonable legal fees), expenses, liabilities and causes of action, suffered by the County with respect to Third Party Liability which may arise out of the Board's use of County lands or premises pursuant to this agreement, save and except those liabilities arising as a result of the County's negligence. The Board agrees to respond to and defend the County with respect to any claims filed against the County as a result of the Board's Use of County Facilities. The Board shall obtain and maintain during the term of this agreement, Third Party Liability Insurance issued by an insurer licensed to do business in Ontario, in the minimum amount of \$15,000,000 per occurrence, which includes a severability of interest and cross liability clause and which names the County as an additional insured.
- c. Each party shall file with the other, a Certificate of Liability Insurance naming the other party as an additional insured and endorsed to provide 30 days' notice of cancellation, expiration or revocation.

9. DISPUTE RESOLUTION

In the event of a dispute with respect to any matter arising out of this Agreement, which has not been resolved, such dispute shall be referred to Arbitration in accordance with the Arbitrations Act R.S.O.1990, Chapter A.24.

10. TERM AND TERMINATION

This Agreement comes into effect upon execution by both parties hereto, and continues in force until June 30, 2019. It shall continue in force from year to year thereafter from the 1st day of July each year.

Despite the foregoing, the terms of this Agreement may be reviewed on an annual basis and amended by mutual consent.

Despite the foregoing, this Agreement may be terminated by either party where cause exists, immediately, provided that written notice has been given by the party alleging cause to the other specifying the complaint and the remedial action necessary to address such complaint, and a period of 30 days has lapsed following such notice, without such remedial action having occurred and this Agreement shall terminate accordingly.

Either Party may terminate this Agreement at any time by giving no less than six (6) month's written notice of such termination to the other party.

11. NOTICE

Any notice or other document required or permitted to be given to any of the parties shall be validly given if delivered personally; or received by electronic mail; or sent by regular mail postage prepaid as follows:

to the County: Address: Lesley Head
Director- Community Relations
15 Curtis Ave N.
Paris, ON N3L 3W1
519-442-1818 Ext. 3203
Facsimile: 519-442-2162
Email: lesley.head@brant.ca

to the Board: Address: Kathryn Underwood
Assistant to the Superintendent of Business and
Community Use Coordinator
Grand Erie District School Board
349 Erie Avenue
Brantford, Ontario, N3T 5V3

519-756-6301 Ext. 281134
Facsimile: 519-759-0895
Email: kathryn.underwood@granderie.ca

Any notice or document so mailed shall be deemed to have been received on the fourth (4th) business day after mailing. Any notice or document delivered or sent by electronic mail shall be deemed to have been received on the date of such delivery unless an out of office notification is received, provided that it is received within normal business hours on a business day and, if not, then it shall be deemed to have been received on the next business day. Each party may at any time give notice in writing of a new address to which any such notice or document shall thereafter and until further notice is sent.

IN WITNESS WHEREOF the parties hereto have set their corporate seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2015.

GRAND ERIE DISTRICT SCHOOL BOARD

In the presence of:

Carol Ann Sloat
Board Chair

Jamie Gunn
Superintendent of Business and Treasurer

THE CORPORATION OF THE COUNTY OF BRANT

R.E.F. Eddy
Mayor

Heather Boyd
County Clerk

**SCHEDULE “A “
FACILITIES INCLUDED UNDER THIS AGREEMENT
GRAND ERIE DISTRICT SCHOOL BOARD:**

School Name	Location	Description
Burford District Elementary School	35 Alexander Street Burford, ON	Small Gymnasium Big Gymnasium Kitchen Library
Cobblestone Elementary School	179 Grandville Circle Paris , ON	Double Gymnasium Community Room Kitchen
Glen Morris Public School	522 Glen Morris Road E, Glen Morris, ON	Gymnasium Library Kitchen Outdoor Recreation Facilities
Mt. Pleasant School <input type="checkbox"/>	667 Mount Pleasant Road Mt. Pleasant, ON N0E 1K0	Gymnasium Kitchen Library
Northward Public School <input type="checkbox"/>	107 Silver Street Paris, ON	Double Gymnasium Outdoor Recreation Facilities
Oakland-Scotland Public School <input type="checkbox"/>	15 Church Street Scotland, ON N0E 1R0	Gymnasium Outdoor Recreation Facilities
Onondaga-Brant Public School	21 Brant School Road Brantford, ON N3T 5L4	Gymnasium Kitchen Library Outdoor Recreation Facilities
Paris Central Public School	7 Broadway Street Paris, ON	Gymnasium/Stage Outdoor Recreation Facilities Washrooms Kitchen
St. George-German Public School	3 College Street, St. George, ON	Gymnasium Library Kitchen Outdoor Recreation Facilities
Paris District High School	231 Grand River St. N. Paris, ON	Sound System Double Gymnasium Single Gymnasium Cafeteria Outdoor Recreation Facilities Bleachers (Double Gymnasium)

School Name	Location	Description
<p>☐= Indicates that only the Gym & adjoining Washrooms are available for community use in these schools.</p> <p>◆ = Indicates the school's water is supplied by a well. Use of this school during non-instructional days is subject to water testing performed by a qualified GEDSB staff member in the morning of each day of use. A service charge will apply.</p>		

SCHEDULE “A “

FACILITIES INCLUDED UNDER THIS AGREEMENT

COUNTY OF BRANT:

Facility	Ice	Banquet Hall	Meeting Room	Conf. Room	Ball Diamond	Soccer Field	Picnic Shelter	Picnic Area	Other
Paris									
Brant Sports Complex	×(2)	×	×(2)	×					
Optimist Park					×	×			
Green Lane					×(4)	×(2)	×		×
Forest Drive						×			
Charlton Park						×			
Lawn Bowling Clubhouse									×
Syl Apps Community Centre		×	×		×				×
Lions Park							×	× (2)	×
Community Pool/Splashpad									×
Victoria Park					×				
South Dumfries									
South Dumfries Community Centre	×	×	×		× (2)				
Elliot Fields						×(3)			
Sunny Hill Park						×	×		
King William Park					×				
Harrisburg Ball Park					×				
South Brant									
Mt. Pleasant Park					×	×	×		
Brant Onondaga Park						×			
Brant West									
Airport C.C.		×							
Burford Community Centre	×	×	×			X (4)			
Park Ave Soccer Fields						× (5)			
Burford Ball Diamonds					× (3)				
Art Cadman Lions Park							×		

River Access									×
1. Bean Park									
2. Penman's Dam									
3. Glen Morris									
4. Lions Park									

All Facility Rentals are required to follow the applicable facility rules and regulations and abide by the County of Brant Recreation Facility Booking Policy CSD-2015-02 and Respect & Responsibility Policy CSD-2015-01 both which can be found of the County of Brant website www.brant.ca

SCHEDULE "B"

FEES and CHARGES of EACH PARTY

GRAND ERIE DISTRICT SCHOOL BOARD:

Current terms and conditions can be found at: www.granderie.ca, community tab; school rentals; Grand Erie District School Board Policy FT4 Use of School-Schedule C Facilities

Community Use of Schools fees are in effect from September 1 to August 31, annually.

COUNTY OF BRANT:

Current fees and charges can be found at: www.brant.ca

Fees and charges are in effect from January 1-December 31, annually.

All requested use by Schools (field, ice, hall, turf) must be processed through the Facility Booking Office.

Rates are in effect Monday-Friday until 4:00 pm. Requests outside this time are at the discretion of the Director.

Facility Booking Fee (Sports Facilities)

1. \$ GEDSB Ice Rental per class (maximum 30 students) applies to Ice Bookings
2. Special Events i.e./ Graduation ceremonies will be charged a min of (4) hour Facility Booking Fee.
3. Set-up fee may be required at the discretion of the Facility Supervisor based on the event requirements.

Field/Baseball Diamond Rates

If/when preparation of these facilities are required (i.e. lining the diamonds) applicable fees will apply in accordance with the annual fee listing. (Athletic Fields-Youth Practice Rate).

Paris Community Pool

The County will charge a Facility Booking Fee (Paris Community Pool) where applicable, at the rates as set out in the County's Fees and Charges By-law.

Picnic Areas/Picnic Shelters

Picnic areas/shelters are available for use by schools. If a school wants to use a picnic area/shelter and not reserve it there is no fee. If a school wants exclusive use of a picnic area/shelter ensuring the space is reserved, the Picnic Shelter Facility Booking fee as set out in the Fees and Charges Bylaw will apply.

Tournaments

Internal Tournament- Tournaments arranged by school with participation from schools within the jurisdiction of Grand Erie District School Board.

External Tournament- Tournaments arranged by school with participation from schools outside of the Grand Erie District School Board jurisdiction.

For tournaments that require field/diamond prep the applicable fee will be applied.

For scheduled tournament games (ice) a minimum (3) hour Facility Booking Fee will be applied.

SCHEDULE “C”

RULES & REGULATIONS

Grand Erie District School Board

Activities that require a stick on the floor such as ball hockey are not permitted.

Community users are NOT permitted to move retractable dividers, adjustable basketball nets, stage risers, stadium seating, bleachers or any other mechanized equipment. Adjustments are to be made only by the school custodian or qualified facility staff with three days' notice prior to the event.

Current terms and conditions found at:

www.granderie.ca; community tab; school rentals

SCHEDULE “D”

RULES & REGULATIONS

The Corporation of The County of Brant

Rules & Regulations pertaining to the safe use of County of Brant recreational facilities is outlined in the Facility Booking Policy CSD-2015-02 at www.brant.ca

Rules & Regulations pertaining to equitable ice allocation, ice facility operations, and conditions for ice rentals are outlined in the Sport Facility Allocation Policy CSD-2014-01 at www.brant.ca

All patrons are expected to behave in an acceptable manner as identified in the Respect & Responsibility Policy CSD-2015-01 at www.brant.ca

Site Specific Rules are posted at all facilities.

Serving or selling of food and beverages or services must be approved by County staff.

Information on organizing of special events can be found in the County of Brant Special Events Application Resource Manual at www.brant.ca