



## REPORT

**TO:** Mayor Avis & Council  
**FROM:** Jason Kabel, Manager of Community Services  
**DATE:** March 18, 2016  
**RE:** St. Francis Sports Fields Joint Use Agreement

---

### PREAMBLE

At the March 29, 2016 meeting of Council, there was a resolution passed to endorse the proposed revision to the St. Francis Sports Fields Joint Use Agreement and authorize the Community Services Division to present the revised document to the Rainy River District School Board (RRDSB) representative.

The Community Services received the RRDSB response with subsequent proposed language clarification changes on June 9, 2016, as attached.

After a good discussion and assessment of the RRDSB proposed changes by the Community Services Executive, the committee is comfortable making the following recommendation.

### RECOMMENDATION

The Community Services Executive Committee recommends to Mayor & Council to approve the St. Francis Sports Fields Joint Use Agreement with the Rainy River District School Board and Northwest Catholic District School Board as attached and sanction document execution by Mayor and Clerk.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Kabel".

Jason Kabel

<p><b>Council approval of this report will</b> approve the St. Francis Sports Fields Joint Use Agreement with the Rainy River District School Board and Northwest Catholic District School Board as attached and authorize document execution by Mayor and Clerk.</p>
---

# JOINT USE AGREEMENT

This agreement made this 9<sup>th</sup> day of May 2016.

BETWEEN:

The Northwest Catholic District School Board  
(Hereinafter called the "Catholic Board")

And

The Corporation of the Town of Fort Frances  
(Hereinafter called the "Town")

And

The Rainy River District School Board  
(Hereinafter called the "Public Board")

Where necessary, the term School Boards, may be substituted for the terms Catholic Board and Public Board.

WHEREAS the three parties are desirous of entering into an agreement for the joint use of the outdoor facilities located at St. Francis School

1. ~~St. Francis School~~
2. ~~Fort Frances High School~~

which shall be referred to as the St. Francis Sports Fields consisting of the St. Francis playing fields including the ~~development of the~~ Multiuse Courts (Appendix A).

Now, therefore, it is agreed by and between the parties hereto as follows:

1. Management

That a Management Committee, consisting of two individuals from each party, be struck to oversee the operation of the facilities and that the Committee be empowered to develop and maintain its own procedures relative to the committee's assigned responsibilities.

2. Terms and Access

a. School Boards

The School Boards shall have use of the Sports Fields facility between the hours of 8:00 a.m. and 5:00 p.m. during days that school is in session as required by the Ministry of Education, and any other statutes of the Province of Ontario and at other times for activities sponsored by the School Boards.

The School Boards shall have first right of access ~~to that portion of the Sports Fields facility located on their respective properties~~ while the Town shall have second right of access.

b. Municipal Use

The Town shall have use of the Sports Fields between the hours of 5:00 p.m. and 11:00 p.m. during the months of September to **the end of** June and between the hours of 7:00 a.m. and 11:00 p.m. during the months of July and August except on those days as provided in section 2a.

In order to maximize usage and eliminate scheduling conflicts the Town will assume responsibility for scheduling and issuing of permits to all users. All schedules will be completed at the Memorial Sports Centre by completing a Facility Use Application form. If the application is approved, a permit will be issued by the Town affirming dates, times and facility(s) that have been authorized.

- c. This agreement may be terminated at any time the three parties agree the Sports Fields facilities are no longer ~~usable~~ of use, or upon written notice by any party at any time after the year 2036.
- d. It is understood and agreed that the parties for the purposes of using the Sports Fields facilities shall have right and direct access to the lands on which the Sports Fields facilities are located.

3. Operating Regulations

- a. When a program, activity and/or event is scheduled which involves the use of the Sport Fields facilities, each party shall be fully responsible for the provision of all supervisory or other staff required during its respective program, activity and/or event.
- b. Each party shall carry liability and property damage insurance of at least \$6,000,000.00 to protect itself from claims arising out of its use of the Sports Fields facilities.
- c. Each party shall arrange to have the other parties to this Agreement named as Additional Insureds with respect to claims that arise of their use of the property and responsibilities under this Joint-Use Agreement. Certificates of Insurance shall be exchanged by the parties to this Agreement upon signing **and renewal of their respective policies**.
- d. Each party shall occupy the premises in a careful, safe, lawful and proper manner, and shall so conduct its activities in or about the Premises as not to endanger any property and any person thereon; and with the sole exception of claims arising entirely by reason of an Act of God, shall indemnify and save harmless the other parties to this Agreement, against any and all claims and costs arising in any way of their responsibilities under this Joint-Use Agreement, or out of their occupation of the premises, unless caused by the negligence of one of the other Parties of this Agreement.

4. Site Development

The location, type and installation of any playground facility and/or building are subject to final approval of the respective school board in whose name ownership of the property is held.

5. Alcohol and Drug Consumption

No alcohol or drug consumption is permitted on these fields at any time.

6. Maintenance Costs

The Town shall be ~~primarily~~ responsible for the maintenance and operating costs of the St. Francis Sports Fields facility.

It is agreed that each party shall contribute ~~equally~~, as budgeted from time to time, towards the capital costs of maintaining and equipping the Multiuse Courts.

~~The RRDSB Board shall be primarily responsible for the periodic maintenance of the low maintenance Multiuse Courts during daytime hours for school board use.~~

~~The town shall be primarily responsible for the period maintenance of the low maintenance Multiuse Courts during evening hours, days when school is not in session as provided in section 2a, and for the utility costs associated with lighting the courts.~~

7. Review Process

All parties agree to conduct a review of the Sports Fields facility, through the ~~use of Management Committee ad hoc committee, with a two representatives from each party,~~ to determine the adequacy of the facility in meeting the needs of the school and community programs.

This review is to be held annually or as necessary, commencing in 2016, with a written report submitted by the Committee to each party.

8. Dispute Resolution

a. Where the Management Committee is unable to reach an agreement on those matters requiring an immediate resolution, the dispute shall be submitted to a Tripartite Committee consisting of the Chief Executive Officers of each party. ~~appropriate supervisors from the senior administration of each party. The tendering of the dispute to the Tripartite Committee may be in writing or presented verbally.~~

~~b. Where the parties cannot resolve the dispute, as per article 8a, then the dispute shall be submitted to the tripartite committee whose members shall include the Chief Executive Officer of each party.~~

~~c. In the event the parties are unable to resolve the dispute as per section 8b, the issue shall be submitted, in whole or in part, as agreed to by the Tripartite Committee established in section 8b, to their respective elected representatives for their consideration and direction.~~

d. If there are matters remaining in dispute, then the parties agree to submit the issue(s) to a third party for final resolution.

9. Use

a. The parties may consult each other in relation to the use of present and future school buildings, recreation centres and park lands that may be available for recreational purposes.

~~b. The school boards reserve the right to withhold future development of any lands configured within the designated property during the term of this agreement if the building requirement of the school boards requires use of the land. Consideration of community based facilities will be incorporated into any planning requirements.~~

10. Any notice required or permitted to be given hereunder, shall be sufficiently given if served personally, or may be given by registered mail postage prepaid addressed to:

The Directors of Education at:

Northwest Catholic District School Board  
555 Flinders Avenue  
Fort Frances, ON  
P9A 3L2

Rainy River District School Board  
522 Second Street East  
Fort Frances, ON  
P9A 1N4

And the Clerk at:

Town of Fort Frances  
P.O. Box 38  
Fort Frances, ON  
P9A 3M5

and if mailed as aforesaid, the notice shall be deemed to have been received and be effective on the first business day after mailing. Either party may change its address for service at any time by notice given to the other in the manner aforesaid.

11. This agreement shall ~~inure ensure~~ to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

NORTHWEST CATHOLIC  
DISTRICT SCHOOL BOARD

TOWN OF FORT FRANCES

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Clerk

RAINY RIVER  
DISTRICT SCHOOL BOARD

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Director of Education

## **Appendix A**

### **Multi-Use Courts Terms and Conditions**

#### **Terms of Access**

As per Article 2, the Public Board, shall have first right of access and the Catholic Board shall have second right of access for use of the Multi-Use Courts between the hours of 8:00 a.m. and 5:00 p.m. during days that school is in session as required by the Ministry of Education, and any other statutes of the Province of Ontario and at other times for activities sponsored by the School Boards.

The Town shall have use of the Multi-Use Courts between the hours of 5:00 p.m. and 11:00 p.m. during the months of September to **the end of** June and between the hours of 7:00 a.m. and 11:00 p.m. during the months of July and August, except on those days as provided above.

#### **Scheduling**

In order to maximize usage and eliminate scheduling conflicts, the Town will assume responsibility for scheduling and issuing of permits to all users of the Multi-Use Courts. All schedules will be completed at the Memorial Sports Centre by completing a Facility Use Application form. If the application is approved, a permit will be issued by the Town affirming dates and times that the Multi-Use Courts have been authorized for use.

#### **Maintenance and Capital**

The School Boards shall be responsible for the upkeep (i.e. sweeping) of Multi-Use Courts during daytime hours for school board use.

The Town shall be responsible for the upkeep (i.e. sweeping) of the ~~low maintenance~~ Multi-Use Courts during evening hours and days when school is not in session.

It is agreed that each party shall contribute equally, as budgeted from time to time, towards the costs of maintaining the court surfaces and net systems. This is limited to the application of surface treatments, the painting of new lines, and repairs and replacement of nets.

It is agreed that the Town shall be responsible for all other capital and maintenance costs for the Multiuse Courts.

The Town shall be responsible for all utility costs associated with the Multi-Use Courts.