



REPORT

TO: Mayor Avis & Council

FROM: Jason Kabel, Manager of Community Services

DATE: September 30, 2016

RE: St. Francis Sports Fields Joint Use Agreement

BACKGROUND

On March 28, 2016 Council approved the proposed St. Francis Sports Fields Joint Use Agreement (attached) between the Norwest Catholic District School Board (TNCDSB), Rainy River District School Board (RRDSB), and Town of Fort Frances (TOFF). Although all 3 parties had reviewed the document at the time to ensure all interests were considered, the Norwest Catholic District School Board senior administration had not been presented the document for evaluation. In July of 2016, the TOFF & RRDSB were contacted by TNCDSB for notification that they would like some changes to the document prior to signing. The three parties were able to meet this September to consider the modifications proposed by TNCDSB, attached is the revised document proposed.

The attached revised version has been approved by each parties senior administrative group and RRDSB will review the revised document at their meeting on October 4, 2016 and TNCDSB on October 18, 2016 for execution authorization.

RECOMMENDATION

The Community Services Executive Committee recommends to Mayor & Council to endorse the proposed revision to the St. Francis Sports Fields Joint Use Agreement and authorize the Mayor and Clerk to execute the agreement once received from the Rainy River District School Board.

Respectfully submitted,

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

Jason Kabel

<p>Council approval of this report will endorse the proposed revision to the St. Francis Sports Fields Joint Use Agreement with The Northwest Catholic District School Board and Rainy River District School Board, Mayor and Clerk to execute the agreement, and forthcoming by-law.</p>
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JOINT USE AGREEMENT

This agreement made this 4th day of October 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 which shall be referred to as the St. Francis Sports Fields consisting of the St. Francis playing fields including the Multi-use 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 St. Francis 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 the St. Francis Sports Fields while the Town shall have second right of access.

b. Municipal Use

The Town shall have use of the St. Francis 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 St. Francis Sports Fields facilities are no longer used, 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 St. Francis Sports Fields facilities shall have right and direct access to the lands on which the St. Francis Sports Fields facilities are located.

3. Operating Regulations

- a. When a program, activity and/or event is scheduled which involves the use of the St. Francis 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 St. Francis 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 responsible for the maintenance and operating costs of the St. Francis Sports Fields facility.

7. Review Process

All parties agree to conduct a review of the St. Francis Sports Fields facility, through the Management Committee, to determine the adequacy of the facility in meeting the needs of the school and community programs.

This review is to be held annually by March 31st 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.
- b. If there are matters remaining in dispute, then the parties shall jointly appoint a mediator, to confer with the parties and to endeavor to effect an agreement. After the parties determine that mediation has been exhausted, the mediator shall have the authority to make a final binding decision.

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 board reserves the right to withhold future development of any lands configured within the designated property during the term of this agreement if the building requirements of the school boards requires use of the lands. 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:

The 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 to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

**THE NORTHWEST CATHOLIC
DISTRICT SCHOOL BOARD**

Chairman

Director of Education

TOWN OF FORT FRANCES

Mayor

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 School Boards shall have first right of access to the Multi-Use Courts while the Town shall have second right of access to 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 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 by the Management Committee towards the costs of maintaining the court surfaces and net systems. This is limited to 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 Multi-Use Courts.

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

The Multi-Use Courts area will not be subject to Section 9 (b) of the Joint Use Agreement and shall remain in place for the duration of this agreement.