



The Corporation of the Town of LaSalle

Date	August 14, 2017	Report No:	R & C 10-17
Directed To:	Council	Attachments:	Joint Use Agreement (draft)
Department:	Culture and Recreation	Policy References:	
Prepared By:	Director of Culture and Recreation		
Subject:	Joint Use Agreement with Greater Essex County District School Board		

RECOMMENDATION:

THAT the report from the Director of Culture and Recreation dated Aug 14, 2017 (C&R 10-17) be APPROVED;

AND THAT the draft Joint Use Agreement between the Town of LaSalle and the Greater Essex County School Board as presented in the report be approve as a trial for 2018-2019;

AND THAT staff report back to Council to review the delivery of the Joint Use Agreement for Recreation operations at the end of the school year;

AND FINALLY THAT the rental fee for Holy Cross Gym be increased from \$50/hour to \$80/hour to cover expenses incurred by the Town and the Fee Bylaw be updated to include new fee schedule.

REPORT:

The Town of LaSalle provides many recreation and leisure opportunities for residents and relies on the gymnasium space at the local Catholic Elementary School, Holy Cross to deliver most indoor activities. The Town also allows residents and community groups to rent the gym space and charges a rental fee according to the fee schedule. There are currently 2-4 weekly Town lead programs each season that use the gym and 4-5 private rentals that utilize the gym year round for various sports. These private rental sports include youth martial arts (3 times/week), adult drop-in basketball (2 times/week) and youth indoor baseball training (schedule varies).

The Ministry of Education provides budget dollars to Public School Boards to support and work with local municipalities to create joint use agreements so that rental fees are minimized and community use of schools maximized. The County of Essex had not yet created a Joint Use Agreement and the draft agreement included in this report would be the first one with a municipality in the County and a trial for 2017-2018 school year. It will provide the town with access to 4 public schools in LaSalle to deliver programming between September – June. The

agreement would allow for use between the hours of 6:30-9:30pm Monday –Friday for community recreation programming. The rental fee under the agreement will be minimized to the cost of the permit which has been set at \$25/permit. The permits will be booked for 10 week seasonal activities and approved based on availability. Currently, the Town could relocate all recreation programming and the drop in programs running at Holy Cross to schools in LaSalle.

The benefits of the Joint Use Agreement include a cost reduction for Town operations, reduced requirement of overtime for staffing and access to locations throughout the Town. The agreement with Holy Cross requires the town to provide staff supervision on site for any rental or programming and janitorial assistance to clean the facility after each use.


In 2016, Holy Cross had a brought in approximately \$18,000 in revenue from rentals for the gym space (\$50/hour). The cost to the municipality was approximately \$30,000 for staffing and cleaning costs. The Town therefore subsidized rentals approximately \$12,000 for residents and groups to use the gym space. This equated to \$25.00/hour of rental.

With the new Joint Use Agreement most of the programming can be accommodated in the public schools at a cost of \$25/permit. The permits would be completed by staff and would not require overtime for Janitorial or site supervision. Town programs would still have program leaders delivering the recreation activities. The Joint Use Agreement will remove the costs listed above for staffing and save the municipality approximately \$12,000 annually.

The Joint Use Agreement will allow schools to access our recreational facilities at a reduce fee for students to swim, skate, play soccer or baseball. Schools could book an activity based on availability to use the pools, ice surface and fields. As there are staff on site and minimal cost when facilities are not being used the agreement benefits the students of LaSalle. The Agreement is a partnership to provide recreational opportunities to residents of all ages. The agreement does include a fee of \$25 for all games booked in Town Facilities to cover cost of lines or any staff preparation required. The outdoor pool also includes a rental fee to assist with life guarding staff and based on availability.

Staff recommend that the Agreement be approved as presented and be re-visit annually. Any necessary changes or adjustments can be made each year and reported to Council. The Director of Public Works has also reviewed the Joint Use Agreement and is in support.

Staff also recommend that Council consider the current rental fee for Holy Cross gym be adjusted to accurately reflect the operation cost. Staff recommends that the Hourly Rental Fee be increased to \$80 from \$50 to cover the staffing and janitorial costs required to accommodate rentals.

Reviewed by:							
CAO 	Treasury	Clerks	Env. Services	Planning	Parks & Rec	Building	Fire

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JOINT USE AGREEMENT

BETWEEN:

GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter the "GECD SB")

and

THE CORPORATION OF THE TOWN OF LASALLE
(hereinafter the "Municipality")

DATED THIS _____ DAY OF _____ 2017

These guidelines have been established to extend the educational and recreational use of existing facilities of the School Board and the Municipality.

DEFINITIONS

In this Agreement, unless there is something in the context inconsistent therewith, the following terms and expressions have the meaning hereinafter set forth:

"**Policy**" means GECD SB Policy P-PL-03 Community Use of Facilities;

"**Procedure**" means GECD SB ADMINISTRATIVE PROCEDURE AP-PL-06;

"**Non-school hours**" means the hours after 6:00 p.m.

"**Normal school hours**" varies between the hours of 8:00 a.m. and 6:00 p.m.

:

WHEREAS

1. The GECD SB encourages community use of schools as a community facility;
2. Section 183 of the Education Act provides that District School Boards may enter into joint agreements with municipalities to provide for the maintenance and operation of facilities for cultural, recreational, athletic, educational, administrative and community purposes;

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3. The GECDSD and the Municipality desire to co-operate and consult with each other in the design and community use of present and future school buildings, leisure centres, park lands and public open space in the Town, wherever practicable; and
4. The GECDSD and the Municipality desire to consult and co-operate with each other, where appropriate, in the planning, development and promotion of programs of recreation and leisure education.

GENERAL

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration for the mutual promises and obligations herein contained, and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the GECDSD and the Municipality as follows:

6. The GECDSD shall from time to time during non-school hours make available to the Municipality for use in connection with recreational programs of the Municipality certain indoor and outdoor facilities of the GECDSD as set out in Schedule "A" of this Agreement ("Board Facilities"), subject to execution of a rental contract by and between the parties. Such use shall be made available in accordance with the terms and conditions set out in the Policy and the Procedure, both of which are hereby incorporated by reference, provided that such programming does not interfere with regular scheduling or maintenance of the GECDSD.
7. The GECDSD shall consider requests of the Municipality for use of equipment related to Board Facilities while such facilities are being used for programs of the Township. Equipment usage is subject to final approval by the Rental Office of the GECDSD.
8. The Municipality shall from time to time during normal school hours make available for use to the GECDSD certain indoor and outdoor facilities of the Municipality, as set out in Schedule "C" of this Agreement ("Municipal Facilities") subject to execution of a rental contract by and between the parties, and provided that such programming does not interfere with regular scheduling or maintenance of the Municipality.
9. The Municipality shall consider requests of the GECDSD for use of equipment related to Municipal Facilities while such facilities are being used for programs of the GECDSD.
10. Each party shall use the facilities of the other solely for the purpose of conducting community use programs, including youth and adult recreational classes, or for such other purpose as stipulated on the rental contract.

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11. Each party shall, at its expense, and at all times strictly comply with all requirements of all laws and regulations now or hereafter in force which pertain to or affect the rented facilities of the other or such party's use of the rented facilities or the conduct of any activities in the rented facilities, and shall ensure the like compliance of all persons using such facilities for whom in law it is responsible.
12. Each party also agrees to observe and comply with all policies, procedures, rules and regulations that the other party has in effect from time to time respecting the use or rental of facilities, equipment and related personnel services as set out in Schedules "A" or "C" hereto, as the case may be, and to ensure the like compliance of all persons using such facilities for whom in law it is responsible.
13. Notwithstanding the foregoing, it is further agreed that either party may in its sole discretion amend its list of facilities as set out in Schedule "A" and Schedule "C" respectively by written notice to the other specifying the effective date of such amendment and the specifics of same by adding, replacing or removing any facility(ies) from such list, provided that at least three months' prior notice of the change is given to the other party. The amendment to Schedule "A" or Schedule "C", as the case may be, shall only be deemed to take effect on the last to occur of the date specified in the "Notice" or immediately after the expiration of such three month period.

RENTAL CHARGES FOR THE USE OF FACILITIES

14. The Municipality agrees to pay to the GECD SB rental charges for the use of GECD SB Facilities in accordance with the rates set out in Schedule "B" as the may be amended from time to time by the GECD SB. The GECD SB shall send notice to the Municipality of any amendment to Schedule "B" as soon thereafter as practicable.
15. The GECD SB agrees to pay to the Municipality rental charges for the use of Municipal Facilities in accordance with the rates set out in Schedule "D" as may be amended from time to time by the Municipality. The Municipality shall send notice to the GECD SB of any amendment to Schedule "D" as soon thereafter as practicable.
16. If for any reason during the Term Program funding from the Ministry to the GECD SB is discontinued, each party agrees to maintain (and waives its option to further amend) its then in effect rental charges, as set out in Schedule "C" or Schedule "D" of this agreement, as the case may be, for the remainder of the Term.

DRAFT**SCHEDULING AND CANCELLATIONS**

17. It is further agreed that matters relating to scheduling, payment terms, deposits, insurance and cancellations of facilities will, in the case of GECD SB facilities be governed by the Policy and the Procedure, as amended from time to time, and, in the case of Municipal Facilities, will be governed by the Town's policies and procedures in effect from time to time.
18. Scheduling of any GECD SB facility and the use of any school equipment will be subject to final approval of the Rental Office, Facility Services Department.
19. Scheduling of any Municipal facility or use of any equipment under the control of the Municipality will be subject to the final approval of the Lasalle Culture and Recreation Department.

MAINTENANCE - DAMAGE – EQUIPMENT

20. Notwithstanding any other terms or conditions in this Agreement, if the GECD SB facility that is the subject of a rental contract between the parties hereto, or any part thereof, or any equipment, machinery, systems, facilities or improvement contained therein or made thereto, require repair, replacement or alteration or become damaged or destroyed through the fault, default, negligence, misuse, misconduct or omission of the Municipality, or persons using the GECD SB facility with permission of the Municipality or in connection with a Municipally sponsored program, or any other persons for whom the Municipality is responsible in law, the cost of the resulting repairs, replacements or alterations shall be paid by the Municipality to the GECD SB on demand.
21. Notwithstanding any other terms or conditions in this Agreement, if the Town of Lasalle facility that is the subject of a rental contract between the parties hereto, or any part thereof, or any equipment, machinery, systems, facilities or improvement contained therein or made thereto, require repair, replacement or alteration or become damaged or destroyed through the fault, default, negligence, misuse, misconduct or omission of the GECD SB, or persons using the Town of Lasalle facility with permission of the GECD SB or in connection with a GECD SB sponsored program, or any other persons for whom the GECD SB is responsible in law, the cost of the resulting repairs, replacements or alterations shall be paid by the GECD SB to the Town of Lasalle on demand.

INSURANCE

22. Each party shall, at all times throughout the Term, and its own expense, maintain with insurers acceptable to the other party, Commercial General Liability Insurance for third party bodily injury, personal injury and property damage, to an inclusive limit of Five Million Dollars (\$5,000,000) per occurrence with such policy to provide for the other party as an additional insured and thirty (30) days written notice of cancellation. Each party shall provide the other with a valid Certificate of Insurance that references this Agreement and confirms the foregoing requirements prior to the issuance of any rental contract to such party.

DRAFT**DEFAULT**

23. If either party defaults in the payment of a rental charge, or any other cost or expense properly payable by it under this Agreement, or defaults in the performance of any other promise or condition hereof, the other party may give such party a notice of such default, and if the first party does not cure any such default within fourteen (14) days after the giving of such notice, then the other party may terminate this Agreement or at the option of the other party cancel any rental contract with respect to the facility in connection with which the default occurred on not less than five (5) days' notice to the first party. On the date specified in such notice the term of this Agreement or the said rental contract as the case may be shall terminate, but the defaulting party shall remain liable as herein provided. No failure to enforce any term shall be deemed a waiver by either party.

NOTICES

24. Any notice which either party may give, or is required to give, shall be given by mailing the same, postage prepaid, to the other party at its principal administrative offices, or at such other places as may be designated by the parties from time to time.

FORCE MAJEURE

25. Despite anything contained in this Agreement, if either the GECDSB or the Municipality is in good faith delayed or hindered in or prevented from the performance of any term of this Agreement by reason of strikes, labour trouble, inability to procure materials or services; power failure; governmental laws; regulations or controls; riot; fire; destruction of one or more of its facilities; civil commotion; insurrection; terrorism; invasion; war or warlike operation; act of God or other reason which is not the fault of the party delayed in performing the work or doing the acts required under the terms of this Agreement, then performance of this obligation is excused for the period of the delay.

INDEMNIFICATION

26. It is further agreed by and between the parties that the GECDSB shall not be liable for any damage or injury to the Municipality, or any other person, or to any property, occurring on the School facilities or any part thereof, and the Municipality agrees to hold the GECDSB harmless from any claim for damages, no matter how caused.
27. It is further agreed by and between the parties that the Municipality shall not be liable for any damage or injury to the GECDSB, or any other person, or to any property, occurring on the Municipal facilities or any part thereof, and the GECDSB agrees to hold the Municipality harmless from any claim for damages, no matter how caused.

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TERM AND TERMINATION

28. This Agreement shall commence on _____ and shall continue for a period of 1 year (the "Term") unless terminated earlier pursuant to the provision herein set out. This Agreement may be subject to amendment or renewal upon such terms and conditions as may be mutually agreed in writing by and between the GECDSB and the Municipality. Subject to the above unless either party gives written notice to the other indicating the agreement terminates at the end of the then current yearly term at least three months prior to the end of such term, this Agreement shall be deemed to have been automatically renewed for a further year.
29. Notwithstanding that the Term of this Agreement is for a period of one (1) year, the parties acknowledge and agree that on or before August 15 of each year of the Term, or any renewal thereof, the parties shall participate in an annual review of the terms of the Agreement and make such amendments hereto as are mutually agreed to be appropriate.

SIGNED, SEALED AND DELIVERED

**GREATER ESSEX COUNTY DISTRICT
SCHOOL BOARD**

Name:

Title: Superintendent of Business and Treasurer

Name:

Title: Manager of Financial Services

I/We have authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF
LASALLE**

Per:

XXXXXXXXXX

Mayor

Per:

XXXXXXXXXXXX

Clerk

I/We have authority to bind the Corporation.

DRAFT**SCHEDULE A**

Board Indoor and Outdoor Facilities Available to the Municipality

October 1 to June (end of school calendar)

School	Gym(s)
<i>Gyms are generally available Oct 1 to the end of the school calendar in June. Mon – Thurs (6:30 pm to 10:30 pm) Friday (6:00 pm to 8:00 pm)</i>	
Lasalle Public School	• Double Gym (70 x 90)
Prince Andrew Public School	• Double Gym (60 x 99)
Sandwich Secondary School	• Double Gym AB (75 x 90) • Single Gym C (75 x 50)
Sandwich West Public School	• Single Gym (60 x 90)

School	Outdoor Facilities
<i>Outdoor facilities are generally available May 15 until October 31 School days after 6:00 pm Other days any time</i>	
Lasalle Public School	• Soccer Field
Prince Andrew Public School	• 7 Soccer Fields
Sandwich Secondary School	• Track / Soccer Field • Practice Field • Ball Diamond
Sandwich West Public School	• Soccer Field

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SCHEDULE B

GECDSD Fees:

Permit Fee: \$25 per permit

Rental Rate Gyms: \$0 / hour

Rental Rate Outdoor Facilities: \$0 / hour

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SCHEDULE C

Municipal Indoor and Outdoor Facilities

Available to the Board

TOWN OF LaSALLE FACILITIES (based on availability)

<u>FACILITY</u>	<u>DATES</u>	<u>DAYS</u>	<u>TIMES</u>
VOLLMER POOL	Sept – June	Monday – Friday	As available
OUTDOOR POOL	May – June	Monday – Friday	As available
VOLLMER ICE	Sept – June	Monday – Friday	8:00am – 4:30pm
VOLLMER FITNESS	Sept – June	Monday – Friday	8:00am – 4:30pm
PAVILION (Splash pad)	June	Monday – Friday	9:00am – 3:30pm
SOCCER FIELD (Vollmer)	Sept. May, June	Monday – Friday	8:00am – 4:30pm
SOFTBALL DIAMOND (Vollmer)	Sept, May, June	Monday – Friday	8:00am – 4:30pm
HARDBALL DIAMOND (Vollmer)	Sept, May, June	Monday – Friday	8:00am – 4:30pm

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SCHEDULE D

TOWN OF LaSALLE FEES

<u>FACILITY</u>	<u>FEE (+ HST)</u>	<u>JOINT USE AGREEMENT</u>
VOLLMER POOL <50 swimmers	\$ 125/hour	\$0
VOLLMER POOL 50-100 swimmers	\$ 150/hour	\$50
OUTDOOR POOL <100 swimmers	\$ 100/hour	\$50
VOLLMER ICE	\$ 137/hour	\$0 (practice) \$25 (game)
VOLLMER FITNESS	\$ 2/student	\$0 (with staff supervision)
PAVILION (Splash pad)	\$ 100/2 hours	\$0 (2hour maximum)
SOCCER FIELD (Vollmer)	\$ 15.32/hour	\$0 (practice) \$25 (game)
SOFTBALL DIAMOND (Vollmer/Front Rd)	\$ 22.56/game	\$0 (practice) \$25 (game)
HARDBALL DIAMOND (Vollmer)	\$ 27.08/game	\$0 (practice) \$25 (game)