P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 14.1.4
Halifax Regional Council
September 19, 2017

TO: Mayor Savage and Members of Halifax Regional Council

Original Signed by

SUBMITTED BY: _____
Jacques Dubé, Chief Administrative Officer

DATE: August 31, 2017

SUBJECT: Joint Use Agreements - Cole Harbour District and Charles P. Allen High Schools

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ORIGIN

- January 15, 2013 Regional Council Motion:
  MOVED by Councillor Nicoll, seconded by Councillor Karsten, that Halifax Regional Council:
  1. Approve entering into a joint partnership with the Province to add 2,100 square feet of gymnasium space, at an estimated net cost of $630,000, as a community enhancement to the Cole Harbour Additional and Alterations Project;
  2. Request the addition of required funding in the 2014-15 project budget as outlined in the financial implications section of this reports; and
  3. Approve entering into a Joint Use Agreement with the Halifax Regional School Board to ensure appropriate community access to the gymnasium as a condition of municipal funding to the project. **MOTION PUT AND PASSED.**

- March 29,2011 Regional Council motion:
  MOVED by Councillor Outhit, seconded by Councillor Lund, that Halifax Regional Council:
  1. Approved entering into a joint partnership with the Province to add a community centre and regulation size artificial turf sport field to the new high school in Bedford-Hammonds Plains at an estimated price of $10.7 million and include the appropriate funding in the 2011-12 and future budgets as outlined in the budget implications section of the March 23, 2011 staff report; and
  2. Direct staff to return with the final details of the Bedford-Hammonds Plains Area Rate during the 2011-2012 Budget. **MOTION PUT AND PASSED.**

LEGISLATIVE AUTHORITY

Section 133(1) of the *Education Act* provides that "A school board and a municipality may enter into an agreement whereby the municipality agrees to pay the capital cost of a community facility to be acquired by the school board in or in association with a public school and the cost of maintaining and operating the community facility."

Recommendation on Page 2

RECOMMENDATION

It is recommended that Halifax Regional Council:

1) Authorize the Mayor and Municipal Clerk to enter into a Joint Use Agreement with Halifax Regional School Board regarding the Cole Harbour High School and the Charles P. Allen High School, respectively, as per the agreements attached to this report.

BACKGROUND

The *Education Act* provides the opportunity for HRM to provide funding to a school project to enable a community enhancement of the school to support additional community usage. HRM has partnered with the Province in a number of these facilities. As part of the construction of the Charles P. Allen High School (CPA) and the expansion of Cole Harbour High School (CH), Regional Council approved funding towards community enhancements in both facilities. In the case of CPA, the enhancement included a community centre attached to the school, along with an artificial turf field. For CH, the renovation of the school was enhanced to expand the gymnasium.

School enhancement projects, constructed in partnership with the Province, are governed through the development of a Joint Use Agreement (JUA). The JUA outlines the ongoing cooperative relationship between the Municipality and the Halifax Regional School Board (HRSB) regarding the joint usage and reciprocal access to the new facilities. These projects represent a cost benefit to citizens by creating opportunity for public access, along with education use to publicly funded, co-built facilities.

While HRM has a number of schools with community enhancements and related JUAs, there is little to no consistency in those agreements due to their various ages. As a result, HRM and Halifax Regional School Board undertook work to complete a standard template prior to executing the JUA for the most recent community enhanced school (Porter's Lake/Lake & Shore Community Centre). After numerous delays due to negotiation of agreement terms and changing governments, the template agreement was approved by HRSB and the Department of Education. Regional Council then approved the agreement on October 27, 2015, thereby enabling execution of the JUA for the Porter's Lake school and creation of a template for future agreements.

While work on the agreement template was being completed, both the CPA and CH schools were completed and opened, with memoranda of understanding on operating terms between HRM and HRSB put in place until a formal JUA could be executed. With the completion of the template, this report enables the execution of JUAs for the CPA and CH enhanced schools.

DISCUSSION

The partnership relationship between HRM and HRSB is defined in the JUA. The JUA is the process through which the two parties define and operate shared use of jointly constructed public facilities. It is the governing document which contains clauses and terms recognizing HRM's capital investment for the facility enhancement. To achieve that, the primary objectives of the agreements are to:

- Establish processes between HRM and HRSB for the operation of the facilities, reporting on the outcomes of the shared agreement and mechanisms for resolution of any disputes;
- Outline mutual responsibilities and conditions of the relationship between HRM and HRSB as it relates to the operation of the facilities;
- Establish a joint process to address the needs of the parties for shared facility usage, as well as the recreational needs of the general community;
- Allocate operating and maintenance costs for the facility based on the shared percentage of the facilities; and
- Outline administrative responsibilities related to ownership of the facilities, insurance provisions, capital replacement, etc.

The primary objectives are achieved through several terms within the JUA documents. A summary of some key aspects are as follows:

Principles:
The JUA is intended to ensure access by each party to the other party's facilities and services through a cooperative approach to facility scheduling, programming, and management. The JUA is designed to encourage and promote effective and efficient use of resources; facilities; shared use; and maximizes community access.

Community Access:
The shared use of enhanced facilities will allow for access by the community at all reasonable times when not required for educational purposes, e.g. after school, evenings, weekends, and holidays.

Facility Scheduling:
HRM has full authority for scheduling and usage monitoring of all school facilities when not required for educational purposes. In the case of CPA, scheduling and maintenance of the athletic field will be carried out by HRM.

Next Steps;
The *Education Act* requires that all JUAs must be approved by the Minister of Education. HRSB has approved and signed the agreement. Upon HRM approval, the document will be sent for Ministerial approval prior to execution. Once the documents are executed, HRM and HRSB staff will use the JUA template to update JUAs for other joint-use schools with community enhancements.

FINANCIAL IMPLICATIONS

HRM is responsible for a portion of the operating costs of each facility with the amount based on the percentage of overall capital cost associated with the community enhancement. In the case of CHP, HRM's share is 20% of the operating and maintenance costs associated with the gymnasium. In the case of CPA, HRM is responsible for operating and maintenance costs within the community centre as well as a percentage (typically 22.3%) of shared operating and maintenance costs that cannot be separated between the school and community centre. Funding for these amounts is included in the Parks & Recreation Operating budget.

RISK CONSIDERATION

There are no significant risks associated with the recommendations of this report. The risks considered rate low. Management and oversight of the approved JUA's will mitigate risk of potential financial and/or legal concerns.

COMMUNITY ENGAGEMENT

Not Applicable.

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications associated with this report.

ALTERNATIVES

Alternative 1: Halifax Regional Council may choose to not approve the Joint Use Agreements and direct staff to negotiate further changes with HRSB.

ATTACHMENTS

Attachment 1: Joint Use Agreement – Cole Harbour High School
Attachment 2: Joint Use Agreement – Charles P. Allen High School

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A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Denise Schofield, Parks & Recreation, Program Support Services 902.490.6252

Attachment 1

Approved as to Form
and Authority

Solicitor

Joint-Use Agreement

Halifax Regional Municipality
and
Halifax Regional School Board

Cole Harbour District High School Gymnasium

Halifax Regional
School Board

Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, Nova Scotia
B3B 1X7

Tel: 902-464-2000
www.hrsb.ns.ca

HALIFAX

Halifax Regional Municipality
Community & Recreation Services
Community Development & Partnerships
PO Box 1749
Halifax, Nova Scotia B3J 3A5

Tel: 902-490-5713
Fax: 902-490-5950
www.halifax.ca

THIS JOINT-USE AGREEMENT MADE THIS 5th day of October, 2015

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY ("HRM")

- and -

HALIFAX REGIONAL SCHOOL BOARD ("HRSB")

respecting the gymnasium at Cole Harbour District High School

BACKGROUND:

WHEREAS in 2004, HRM and HRSB (hereafter collectively referred to as "the Parties") entered into a cooperatively developed principle-based Service Exchange Agreement ("SEA"), the intent of which was to provide a long-term solution regarding access to facilities, programs and services between the Parties as well as ensuring Facility availability for the general community;

AND WHEREAS this Agreement is intended to give effect to the spirit and intent of the SEA, but exists in its own right separate and apart from the SEA. Unless otherwise specified, the terms of the SEA do not qualify or govern this Agreement;

AND WHEREAS pursuant to the Education Act, the HRSB and HRM may enter into an agreement wherein HRM agrees to pay the capital cost of a community facility in association with the new school and the cost of maintaining and operating the community facility;

AND WHEREAS with a capital contribution of $630,000 from HRM, the Provincial Department of Education & Early Childhood Development have constructed a new gymnasium at Cole Harbour District High School;

AND WHEREAS the Parties agree that a joint use concept will best provide for the usage, maintenance and operation of the gymnasium;

HRM AND HRSB THEREFORE AGREE AS FOLLOWS:

Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

"Academic Year" means September 1st to June 30th in each calendar year;

"Agreement" means this joint-use agreement including any and all schedules attached hereto;

"Capital Contribution" means HRM's capital contribution in the amount of $630,000 towards the construction of the Gymnasium;

"Confidential Information" means the confidential or proprietary information of one party, including data, technical information, financial information including prices and utility rates, and business information including business plans, strategy and practices, which has been or may hereafter be disclosed, directly or indirectly to other party either orally, in writing or in any other material form pursuant to this Agreement;

"FOC" means the Facility Operations Committee comprised of the designated representatives of HRM and HRSB as outlined in Schedule "A";

"Gymnasium" means the gymnasium at the School;

"Principal" means the principal of the School;

"Province" means the Province of Nova Scotia;

"School" means Cole Harbour District High School;

"SEA" means the Service Exchange Agreement entered into between HRM and HRSB; and

"Students" means pupils enrolled in regular or special education programs at the School.

1.0 Gymnasium To Be Shared

1.1 This Agreement is limited to the joint-use and sharing of the Gymnasium.

2.0 Access to Gymnasium

2.1 The Parties agree that HRSB shall have exclusive use of the Gymnasium at the following times:

- 7:00 am – 10:00 pm Mondays, Tuesdays and Thursdays through the Academic Year
- 7:00 am – 6:00 pm Wednesdays and Fridays through the Academic Year

HRM shall have exclusive access to and use of the Gymnasium at all other times, including but not limited to:

- 6:00 pm – 10:00 pm Wednesdays and Fridays through the Academic Year
- 9:00 am – 10:00 pm Saturdays and Sundays, year-round
- 9:00 am – 10:00 pm 7 days a week from July 1 to August 31

2.2 HRSB and HRM agree that the Gymnasium shall be available for use by the other party

on a first priority basis after the scheduling requirements for its own programs and services have been met. .

2.3 HRM and HRSB shall participate jointly on the FOC to ensure the ongoing successful communications and operations of the Gymnasium. The FOC will be chaired and populated with representatives as determined by Schedule "A".

2.4 All programs and activities scheduled under this Agreement shall comply with the policies and procedures established by the Parties through the FOC.

2.5 The Gymnasium will be available for scheduled use by the general public, community organizations and other groups on a year round basis provided that the Gymnasium is available to be scheduled. HRSB will work closely with HRM to promote an environment of mutual inclusion in decision making relative to access to the Gymnasium at times of the year when Students are not present.

2.6 Public access to the Gymnasium will be scheduled, supervised and managed by HRM.

2.7 HRM shall be responsible for all bookings of the Gymnasium (except during times when HRSB has exclusive use). Rental rates shall be set by HRM. All revenues will be retained by HRM. The HRSB retains the right to set rates and collect revenues for bookings made during its designated hours and to book and collect revenues for elections, without any requirement to share any revenues earned thereby with HRM. Such bookings shall be coordinated with HRM.

2.8 Each party and user group shall be responsible to supply its own athletic and other program equipment, with the exception of standards and nets, which shall be made available, on a best efforts basis, by each party for the benefit of the other party or user group as required.

2.9 Access to score clocks and audio visual equipment, including, but, not limited to, portable stereo equipment, microphones and sound systems, shall be coordinated in accordance with the policies established by the Parties in consultation with the FOC.

3.0 Cancellations

3.1 When the School is closed due to emergency circumstances or inclement weather, the Gymnasium shall also be closed, resulting in the cancellation of any bookings and access to Gymnasium.

4.0 Maintenance of Gymnasium

4.1 Except as set out otherwise in this Agreement, HRSB shall be responsible for maintaining the Gymnasium.

4.2 For greater certainty, and except as set out otherwise in this Agreement or agreed to between the parties, HRSB shall be responsible for all interior operating and maintenance

costs (including heat, hot water, electricity, custodial services, etc.), all exterior operating and maintenance costs (including landscaping, snow removal, garbage removal, etc.), all repairs, all replacements and all capital improvements related to the Gymnasium. HRM shall reimburse HRSB for 20% of all such costs.

4.3 If the parties cannot agree on the necessity or apportionment of such costs, the parties will submit to the Dispute Resolution process outlined in section 9 of this Agreement to determine same.

4.4 HRSB shall maintain the Gymnasium in good repair to a standard level which ensures each party's ability to conduct quality physical education or recreation programs in the Gymnasium aligned with the design intent of the space.

4.5 HRSB shall maintain custodial shifts to meet its custodial staffing guidelines. This will normally ensure that custodians are assigned and present at the School between the hours of 7:00am and 11:00pm, Monday through Friday, during the Academic Year and from 7am to 4:30 pm daily during the school closure periods (March break, summer break and Christmas break).

4.6 Staff and contractors performing maintenance duties in or around the Gymnasium must be diligent in their attention to the operations and the Students and HRM guests at the Gymnasium and all work shall be performed in a respectful manner.

4.7 Upon arrival at the site to perform work in, or impacting, the gymnasium, contractors shall inform the Principal (or designate), who shall determine what times, if any, the work should be stopped to accommodate the Students or HRM guests.

5.0 Agreement Management and Reporting

5.1 HRM and HRSB shall be jointly responsible for the administration of this Agreement.

5.2 Either party may, at any time during the term of this Agreement, upon providing the other party with two (2) days' written notice, initiate a special meeting to discuss any concerns arising from this Agreement, or to discuss proposed amendments to the Agreement.

5.3 Representatives of the Parties shall jointly prepare an outcome report for the joint-use of the Gymnasium on an annual basis, including a summary of the total annual hours of usage by the Parties, respective benefits derived and a list of scheduling and/or operational issues which arose during the preceding year.

6.0 Term and Review of Agreement

6.1 Unless earlier terminated in accordance with this Agreement, this Agreement shall be effective as of the date first set out above and shall remain effective until the School is sold or otherwise disposed of by Department of Education and Early Childhood Development and HRSB.

6.1.1 Either party may deem it necessary or beneficial to mutually review this Agreement at

any time. The party requesting the review shall do so to the other party in writing by contacting the following representatives:

To HRSB:
Halifax Regional School Board
c/o Superintendent
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

To HRM:
Halifax Regional Municipality
Community & Recreation Services
c/o Director Community & Recreation Services
P.O. Box 1749
Halifax, NS B3J 3A5

7.0 Indemnity

7.1 HRM shall indemnify and save harmless HRSB, it's governing Board, Officers, Employees, Agents and Volunteers from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to HRM's execution of this Agreement or any action taken or things done by or maintained by HRM except for any claims resulting from negligence or alleged negligence of HRSB, its governing Board, Officers, Employees, Agents or Volunteers.

7.2 HRSB shall indemnify and save harmless HRM, it's Mayor, Officers, Employees, Agents or Volunteers from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to HRSB's execution of this Agreement or any action taken or things done by or maintained by HRSB except for any claims for damages resulting from negligence or alleged negligence of HRM, its Mayor, Officers, Employees, Agents and Volunteers.

8.0 Insurance

8.1 Each party shall carry and maintain, at its sole cost and expense, in a form at least as broad as the current Insurance Bureau of Canada wording, Commercial General Liability insurance or its equivalent in amounts not less than Five Million Dollars ($5,000,000.) inclusive, against all losses, claims, incidents, expenses or costs for personal injury, death or property damage arising from activities of that party or activities authorized by that party, occurring in, on or about the Gymnasium/School and each party will ensure such coverage remain in effect and that nothing is done by that party to affect the validity of such insurance during the term of this Agreement.

8.2 HRSB shall carry and maintain industry standard broad form property insurance at its sole cost and expense, with Halifax Regional Municipality named as a loss payee, with coverage amounts at least equal to the value of the entire School, and will ensure such coverage remains in effect and that nothing is done by HRSB to affect the validity of such insurance during the term of this Agreement.

8.3 The Parties agree to provide each other with a Certificate of Insurance evidencing coverage for any insurance required under this Agreement.

8.4 Each party or their Insurer will provide thirty (30) days' notice of cancellation or policy amendment to the other party.

8.5 The cost of repairs arising out of the use of the Gymnasium (or equipment owned by either of the Parties) shall be assessed and paid for by the party using the Gymnasium when and where the damage occurs subject to the following:

a. Where it can be established that the damage has been done by a party authorized by HRM to use the Gymnasium, HRM shall pay the cost of the repair and it will be HRM's responsibility to collect the cost of these repairs from the individual or group responsible for the damage;

b. Where the damage has been done by students or a party authorized by HRSB to use the Gymnasium, HRSB agrees to pay the cost of repair and it will be HRSB's responsibility to collect the cost of these repairs from the individual or group responsible for the damage; and

c. Where the party responsible for the damage cannot be established, the Dispute Resolution process outlined in Section 9.0 will be followed to determine who shall be responsible for the cost of the repairs.

9.0 Dispute Resolution

9.1 Any dispute between the Parties in relation to matters governed by this Agreement shall be resolved as provided in this Section.

9.2 In the event of a dispute, either one of the Parties may give written notice of the dispute (the "Dispute Notice") to the Principal or the HRM representative designated from time to time as the individual to whom a Dispute Notice may be delivered, as the case might be, and the individual who receives such Dispute Notice shall notify the members of the FOC within one (1) business day of the receipt of such Dispute Notice.

9.3 Upon receipt of the Dispute Notice, the representative of the party served with notice shall have ten (10) days to meet with the other party and attempt to resolve the matter. If the dispute is not resolved within ten (10) days, the matter will be referred to the Superintendent of HRSB and the Chief Administrative Officer of HRM.

9.4 In the event the Superintendent of HRSB and the Chief Administrative Officer of HRM cannot resolve the dispute within ten (10) days of having been referred the matter, and this time frame for resolving the dispute has not been extended by mutual written agreement between the Parties, the matter shall be referred to arbitration by a single arbitrator, if the parties agree upon one; otherwise, the matter will be heard by a panel of three arbitrators, one to be appointed by each party and a third to be chosen by the nominees.

9.5 The award and determination of the arbitrator or arbitrators or any two of the three arbitrators shall be binding upon the Parties and their respective successors and assigns.

10.0 Amendment and Waiver

10.1 No amendment or variation of this Agreement shall operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement of the Parties, signed by an authorized representative of each party.

10.2 No waiver shall be inferred or implied by anything done or omitted by the Parties save only an express waiver in writing, signed by an authorized representative of the waiving party.

11.0 Confidentiality

11.1 Confidential Information relating to a party shall be held in confidence by the other party to the same extent and at least in the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, sub-contractors and employees who are parties to a confidentiality agreement on terms at least as restrictive as contained herein and only to the extent that such disclosure is reasonably necessary for the performance of its obligations under this Agreement.

12.0 Freedom of Information and Protection of Privacy (FOIPOP)

12.1 The Parties agree for the purposes of FOIPOP and Part XX of the *Municipal Government Act* that this Agreement is a public document.

13.0 Governing Law

13.1 This Agreement shall be interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

14.0 Assignment

14.1 No part of this Agreement may be assigned by either party without the express written consent of the other.

14.2 This Agreement shall enure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

15.0 Severability

15.1 If any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provisions to persons or circumstances other than those to which it is deemed invalid or unenforceable shall not be affected thereby, and each such provision of

this Agreement shall be valid and enforceable to the extent granted by law.

16.0 Entire Agreement

16.1 This Agreement, including the Schedules referred to herein, which are hereby incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof, notwithstanding the fact that this Agreement is intended to give effect to the spirit and intent of the SEA between the Parties. This Agreement supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

16.2 The Minister of Education and Early Childhood Development's endorsement and approval of this Agreement shall not be construed as Ministerial Approval of the Service Exchange Agreement (SEA) or any other agreement between the Parties.

17.0 Holding and Disposition of Property

17.1 This Agreement is an agreement in respect of a community facility and as such must be executed and interpreted in accordance with the relevant provisions of the Education Act, S.N.S. 2002 (at the time of execution, Sections 133-136) as amended from time to time.

17.1 The parties acknowledge that HRM's Capital Contribution of $630,000 for the construction of the Gymnasium was based on an anticipated minimum 30 year usage by HRM of the Gymnasium.

17.2 Any disposition of the School will be done in accordance with section 135 of the *Education Act*, as amended from time to time.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the as of the day and year first above written.

HALIFAX REGIONAL SCHOOL BOARD

Original signed [redacted]

Witness (acting corporate Secretary)

Original signed [redacted]

Elwin LeRoux
Superintendent

Original signed [redacted]

Witness

Original signed [redacted]

Name: RON HEIMAN
Title DIRECTOR OPERATIONS

HALIFAX REGIONAL MUNICIPALITY

Witness

Mike Savage, Mayor

Witness

Cathy Mellett, Municipal Clerk

The Minister of Education hereby endorses approval of this Agreement.

Minister of Education

Date

List of Schedules

Schedule "A" Terms and Conditions for Facility Operating Committee

Schedule "A"

Terms and Conditions for Facility Operating Committee

Facility Operations Committee

Committee Membership:

- 3 representatives from HRM (Coordinator Client Services, Community Recreation Coordinator and Facility Recreation Program Manager)
- 3 representatives from Cole Harbour District High School (Principal, Athletic Director and Custodian)
- 2 representatives from HRSB (Operations and Facility Bookings) may attend meetings.

Committee Scope of Work:

a) Committee will meet monthly with a shared agenda and minutes

b) Committee will be jointly chaired by HRM and HRSB.

c) Meetings are focused on the operational requirements of HRM / Cole Harbour District High School and will include:

- Agendas
- Minutes
- Booking Requests
- Program and Administrative Updates
- Custodial Updates
- HRSB Operational Updates
- Debrief of Bookings and Programs and Future Recommendations
- Issue Identification and Problem Solving
- Other

Under each topic there may be a number of discussion points depending on what is happening at the Facility or time of year.

Attachment 2

Approved as to Form
and Authority

Solicitor

Joint-Use Agreement

Halifax Regional Municipality
and
Halifax Regional School Board

Charles P Allen High School
Bedford Hammonds Plains Community Centre

Halifax Regional School Board

Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, Nova Scotia
B3B 1X7

Tel: 902-464-2000
www.hrsb.ns.ca

HALIFAX
REGIONAL MUNICIPALITY

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Community Development & Partnerships
PO Box 1749
Halifax, Nova Scotia B3J 3A5

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Fax: 902-490-5950
www.halifax.ca

THIS AGREEMENT MADE THIS ___ day of , 2015

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY ("HRM")

- and -

HALIFAX REGIONAL SCHOOL BOARD ("HRSB")

respecting the CP Allen High School & Bedford Hammonds Plains Community Centre

Preamble

WHEREAS in 2004, HRM and HRSB (hereafter collectively referred to as "the Parties") entered into a cooperatively developed principle-based Service Exchange Agreement ("SEA"), the intent of which was to provide a long-term solution regarding access to facilities, programs and services between the Parties as well as ensuring Facility availability for the general community.

AND WHEREAS this Agreement is intended to give effect to the spirit and intent of the SEA, but exists in its own right separate and apart from the SEA. Unless otherwise specified, the terms of the SEA do not qualify or govern this Agreement;

AND WHEREAS pursuant to the Education Act, the HRSB and HRM may enter into an agreement wherein HRM agrees to pay the capital cost of a community facility in association with the new school and the cost of maintaining and operating the community facility;

AND WHEREAS with a capital contribution of $10,700,000 from HRM, the Provincial Department of Education & Early Childhood Development have constructed a new school for HRSB, and, a new community centre for HRM in Bedford, Nova Scotia;

AND WHEREAS the Parties have a mutual interest in assuring public facilities are accessible and available for Students, HRM program participants and the community of HRM at large;

AND WHEREAS full cooperation between the Parties is necessary to provide the best service with the least possible expenditure of public funds;

AND WHEREAS the Parties agree that a joint use concept will best provide for the usage, maintenance and operation of both the School and the Community Centre and allow and encourage the Parties to work together in developing the Facilities for shared usage;

AND WHEREAS the Parties agree that coordinated and cooperative scheduling of the Facilities on the terms and conditions set forth in this Agreement is the best way to maximize the beneficial use of the Facilities while ensuring that they are maintained as sustainable community assets;

AND WHEREAS the School has been constructed in accordance with the Education Act to serve

the needs of Students and will provide recreation opportunities for the greater HRM community;

IN CONSIDERATION OF the forgoing, HRM and HRSB agree as follows:

Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

"Academic Year" means September 1st to June 30th in each calendar year;

"Agreement" means this joint-use agreement including any and all schedules attached hereto;

"Athletic Field" means that portion of the Complex which is the artificial turf field located adjacent to the School and the Community Centre, as depicted on Schedule "C" attached hereto;

"Capital Contribution" means HRM's capital contribution in the amount of $10,700,000.00 towards the construction of the Community Centre, the Athletic Field and certain improvements in the School;

"Community Centre" means that portion of the Complex known as the "Bedford Hammonds Plains Community Centre" as depicted on Schedule "C" attached hereto;

"Complex" means the entire complex constructed and owned by HRSB in Bedford, Nova Scotia, as depicted in Schedule "C" attached hereto, and includes the School, the Community Centre and the Athletic Field;

"Confidential Information" means the confidential or proprietary information of one Party, including data, technical information, financial information including prices and utility rates, and business information including business plans, strategy and practices, which has been or may hereafter be disclosed, directly or indirectly to other Party either orally, in writing or in any other material form pursuant to this Agreement;

"FOC" means the Facility Operations Committee comprised of the designated representatives of HRM and HRSB as outlined in "Schedule B";

"Facilities" means, collectively, the School, the Community Centre, and the Athletic Field and "Facility" means any one of them;

"Principal" means the principal of the School;

"Province" means the Province of Nova Scotia;

"School" means that portion of the Complex known as "Charles P Allen High School" as depicted on Schedule "C" attached hereto;

"School Hours" means the hours of 7:00 a.m. to6:00 p.m., Monday to Friday, throughout the Academic Year;

"SEA" means the Service Exchange Agreement entered into between HRM and HRSB;

"Students" means pupils enrolled in regular or special education programs at the School; and

"Year Round" includes academic and non-academic calendar exclusive of statutory holidays.

1.0 Purpose and Objectives

1.1 The purpose, objectives and guiding principles of this Agreement are as described in Schedule "A" hereto attached.

2.0 Facilities To Be Shared

2.1 This Agreement is limited to the joint-use and sharing of the School, the Community Centre and the Athletic Field.

3.0 Access to School and Community Centre

3.1 HRSB agrees to make the School, and HRM agrees to make the Community Centre available for use by the other Party on a first priority basis after the scheduling requirements for its own programs and services have been met. It is understood that each Party has budget limitations and administrative processes that must be respected in implementing programs and services.
Scheduling issues are to be dealt with in a cooperative manner as per the provisions of this Agreement and in particular, Section 4.

3.2 It is understood by the Parties that the School is intended primarily for educational purposes and for the benefit of Students. It is therefore agreed by HRM that, in planning programs and scheduling activities in the School, the needs and opportunities of educational programs shall be dealt with in priority to recreational programs.

3.3 It is understood by the Parties that the Community Centre is intended primarily for recreational purposes for the benefit of the citizens at large. It is therefore agreed by HRSB that, in planning programs and scheduling activities in the Community Centre, the needs and opportunities of recreational programs shall be dealt with in priority to educational programs.

3.4 HRM and HRSB shall participate jointly on the FOC to ensure the ongoing successful communications and operations of the School and the Community Centre. The FOC will be chaired and populated with representatives as determined by Schedule "B".

3.5 HRSB grants to HRM the right to make use of the School at no charge when the School is not being used for educational purposes. For greater clarity, the School shall be used by HRSB for educational purposes during School Hours, commencing at 7:00 a.m. and ending at6:00 p.m., HRM, will have access to the School after School Hours commencing at 6:00 p.m. daily and ending at 10:00 pm for regular usage. School access is also available to HRM on weekends, school in-service days, Christmas Break, March Break and Summer Break. Shared use of the Facilities will be coordinated through the FOC. It is expected that community needs will be addressed sufficiently by access to the Community Centre and the following areas of the School: (a) the gymnasium, (b) the active healthy living room, (c) the cafetorium (including the stage), and (d) the classrooms on the 2nd and

3rd floors inside the security gate (but not the physics lab). This will be reviewed in detail in the month of May or June of each year of operation.

3.6 Scheduled use of the Facilities will be reviewed with the FOC to ensure that appropriate access is available for HRSB staff requirements during in-services, Facility cleaning and maintenance, and to ensure community program and service needs are being met. HRM agrees there will be no community access or programming to the School during the last 12 days of August each year to ensure that custodial staff can complete cleaning and preparations for the upcoming Academic Year.

3.7 The School representatives and the HRM representatives on the FOC will work to ensure that scheduled use of the School is maximized between 4:00 pm and 6:00 pm Monday through Friday during the Academic Year.

3.8 HRM grants HRSB the right to use the Community Centre for educational purposes at no charge when the Community Centre is not being used during School Hours. HRM staff and the principal of the School, through the FOC, shall work cooperatively to maximize the joint-use of the Community Centre.

3.9 All programs and activities scheduled under this Agreement shall comply with the policies and procedures applicable to the Facilities as established by the Parties.

3.10 All scheduling requests will be submitted and reviewed as per Section 4.0 of this Agreement. All other requests shall be submitted in writing to an authorized representative of the other Party. Any issues of disagreement arising from this process shall be dealt with in accordance with the dispute resolution provisions in Section 12.0 of this Agreement.

3.11 It is agreed by the Parties that this Agreement is intended to benefit HRSB Students and HRM citizens of all ages and therefore in planning programs and scheduling activities pursuant to this Agreement, the Parties agree, on a best efforts basis, to ensure that the needs and opportunities of all ages are addressed.

3.12 The Community Centre and the School will be available for scheduled use by the general public, community organizations and groups on a Year Round basis provided that the requested Facility is available to be scheduled. HRSB will work closely with HRM to promote an environment of mutual inclusion in decision making relative to access to the School at times of the year when Students are not present.

3.13 Public access to the Community Centre and the School (only in accordance with s. 3.5) will be scheduled, supervised and managed by HRM.

3.14 Community Centre rental rates will be developed through a consultative process by HRM to ensure affordable access for the public. The HRSB retains the right to apply and collect the approved rate structure for programs booked within the School during school hours, such as adult and for-profit groups, if appropriate, and to book and collect revenues for elections, without any requirement to share any revenues earned thereby with HRM. Such bookings shall be coordinated with HRM.

3.15 Each Party and community-based user shall be responsible to supply its own athletic and other program equipment, with the exception of standards and nets, which shall be made

available, on a best efforts basis, by each Party for the benefit of the other Party or community-based user as required.

3.16 Access to score clocks and audio visual equipment, including, but, not limited to, portable stereo equipment, microphones and sound systems, shall be coordinated in accordance with the policies established by the Parties in consultation with the FOC and will be under the direct supervision of the Principal and HRM, in consultation with the FOC.

4.0 Negotiation of Shared Use Schedule for the School and Community Centre

4.1 Joint-use planning and the formation of shared use schedules shall occur on an annual basis beginning in May for each upcoming Academic Year. HRM shall initiate the planning and program scheduling process with the Principal or his/her designate.

4.2 Commencing in May of each year, HRM will identify the programs to be offered and advise the Principal or his/her designate of the scheduling needs of community groups for the upcoming Academic Year. Facility-use in one year does not guarantee the same use at the same times in the subsequent year, due to changes in recreation trends, education requirements, community and demographics.

4.3 The Principal or his/her designate shall advise HRM of HRSB's educational program schedule and related HRSB commitments for the upcoming Academic Year, once he/she has received HRM's scheduling requirements as per Sections 4.1 and 4.2 of this Agreement.

4.4 Once HRM and the HRSB have exchanged their scheduling requirements as per above, HRM staff, the Principal or his/her designate and the FOC shall discuss the potential sharing of resources and adjust the joint-use schedule accordingly, so as to be in the best interest of the Students and the community at large.

4.5 Once a shared-use schedule has been agreed upon in principle for the upcoming Academic Year, the Parties, in cooperation with the FOC shall formally approve the shared-use schedule.

4.6 The Parties agree to honour each other's scheduled activities and events to the extent possible and undertake, on a best efforts basis, to not disrupt the other Party's scheduled use of the Facilities. Monthly meetings of the FOC will provide a forum for the discussion of potential program changes that may impact user groups, well in advance of any cancellations taking place.

5.0 Cancellations

5.1 When the School or Community Centre is closed due to emergency circumstances the closure of that Facility shall result in the cancellation of the other Party's access to that Facility. Notwithstanding the foregoing, when the Community Centre is closed due to inclement weather, access to the Community Centre by HRSB shall be cancelled; however when the School is closed due to inclement weather but the Community Centre remains open, HRM shall continue to have regular access to the areas of the School identified in section 3.5 of this Agreement provided that an HRSB caretaker is on duty.

5.2 Each Party reserves the right to cancel the other Party's right to access its Facility for emergency maintenance and repair purposes, and will where possible provide the other Party with 24 hour advance notice.

5.3 Cancellation of an HRM booking of the School due to a requirement for use by HRSB for a legitimate HRSB purpose must be communicated through the FOC to HRM with a minimum of fourteen (14) days advance notice.

5.4 Cancellation of an HRSB booking of the Community Centre due to a requirement for use by HRM for a legitimate HRM purpose must be communicated through the FOC to HRSB with a minimum of fourteen (14) days advance notice.

6.0 Maintenance of School and Community Centre

6.1 Except as set out otherwise in this Agreement, HRSB shall be responsible for maintaining the School and HRM shall be responsible for maintaining the Community Centre.

6.2 For greater certainty, and except as set out otherwise in this Agreement or agreed to between the parties, each party shall be responsible for all interior operating and maintenance costs (including heat, hot water, electricity, custodial services, etc.), all exterior operating and maintenance costs (including landscaping, snow removal, garbage removal, etc.), all repairs, all replacements and all capital improvements related solely to its own Facility. In particular, HRM shall be solely responsible for and shall pay the cost of clearing and maintaining the sidewalks immediately adjacent to the Community Centre.

6.3 Subject to sections 10 and 11 of this Agreement, where operating costs, maintenance costs, repairs, replacements or capital improvements are required and relate to or affect both the School and the Community Centre and cannot be separated, the total costs thereof shall be shared by HRSB and HRM as agreed to by the parties (with HRM typically contributing 22.3% of the total costs). If the parties cannot agree on the necessity or apportionment of such costs, the parties will submit to the Dispute Resolution process outlined in section 12 of this Agreement to determine same.

6.4 HRSB shall maintain the School and HRM shall maintain the Community to an industry standard level which ensures each party's ability to conduct quality physical education or recreation programs in the other's Facility.

6.5 HRSB shall ensure that its custodians are present and on duty at the School between the hours of 7:00am and 11:00pm, Monday through Friday, and 9am to 10pm Saturday and Sunday during the Academic Year and from 9am to 10pm daily during the summer months. HRM shall ensure that its custodians are present and on duty at the Community Centre between the hours of 9am to 5pm Year Round. Each party shall reimburse the other if it requires custodians to be present at the other's Facility outside of these hours.

6.6 Staff and contractors performing maintenance duties for either Party must be diligent in their attention to the operations and the Students and Community Centre guests at each Facility and all work shall be performed in a respectful manner.

6.7 Upon arrival at the site, contractors shall inform the Principal and the Community Centre Manager, who shall determine what times, if any, the work should be stopped to accommodate the Students or Community Centre guests.

6.8 HRM agrees to adhere to the Fire Safety Plan and Regulations as outlined for the School through the HRSB.

6.9 HRM agrees to work cooperatively with the Principal in the execution of required fire drills at the Community Centre and in the School.

7.0 Athletic Field – Access and Maintenance

7.1 It is acknowledged by the Parties that the construction of the Athletic Field was paid for through HRM's Capital Contribution of $1.8M, and Provincial contribution of $300K and is intended primarily for recreational purposes for the benefit of both citizens at large and Students. HRM staff and the principal of the School, through the FOC, shall therefore work cooperatively to maximize the joint-use of the Athletic Field.

7.2 HRM shall be solely responsible for scheduling and maintaining the Athletic Field (apportionment of cost?).

7.3 HRSB shall have the exclusive right to use the Athletic Field at no charge during the Academic Year between the hours of 3:00pm and 6:00pm, Monday through Friday. It is expected that HRSB will utilize this time to schedule practices, games and athletic events for Students. HRM will not book other users of the Athletic Field during this time without the express consent of HRSB.

7.4 HRSB shall have the right to use the Athletic Field at no charge during the Academic Year between the hours of 9:00am and 3:00pm, Monday through Friday. HRSB must provide HRM with details of its scheduling needs in May of the previous Academic Year through the FOC. Block booking is not permitted. Any hours not required by HRSB shall be made available to HRM for community bookings.

7.5 Outside of the hours referenced in sections 7.3 and 7.4, HRSB shall be required to book the Athletic Field through HRM like any other user and shall pay HRM the going-rate for use of the Athletic Field.

7.6 HRM reserves the right to cancel any booking of the Athletic Field due to emergencies, inclement weather or for required maintenance and repairs. Where possible, HRM will provide the user with 24 hours advance notice.

8.0 Agreement Management and Reporting

8.1 HRM and HRSB shall be jointly responsible for the management of this Agreement.

8.2 HRM reserves the right to delegate the responsibility for the daily operations of the Community Centre to a community board. Such a delegation does not affect HRM's responsibility to adhere to its obligations in this Agreement.

8.3 Either Party may, at any time during the term of this Agreement, upon providing the other

Party with two (2) days' written notice, initiate a special meeting to discuss any concerns arising from this Agreement, or to discuss proposed amendments to the Agreement.

8.4 Representatives of the Parties shall jointly prepare an outcome report for the joint-use of the Facilities on an annual basis, including a summary of the total annual hours of shared Facility usage by the Parties, respective benefits derived and a list of scheduling and/or operational issues which arose during the preceding year.

8.5 The FOC shall conduct formal performance monitoring of the Agreement on an annual basis, based on the following:

Measure: % of shared/reciprocal use as outlined in this Agreement

Indicators: # of hours available and scheduled by site, facility type, user category and use

Reporting: Annual reporting conducted by facility schedulers

Monitoring: Reports provided within one month of the annual anniversary date of the initiation of this Agreement

9.0 Term and Review of Agreement

9.1 Unless earlier terminated in accordance with this Agreement, this Agreement shall be effective as of the date first set out above and shall remain effective until the Complex is sold or otherwise disposed of by Department of Education and Early Childhood Development and HRSB. Access to the School will not be available until the School is fully constructed or occupied as a school, which access date will be mutually agreed upon by HRSB and HRM.

9.1.1 Either Party may deem it necessary or beneficial to mutually review this Agreement at any time. The Party requesting the review shall do so to the other Party in writing by contacting the following representatives:

To HRSB:
Halifax Regional School Board
c/o Superintendent

33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

To HRM:
Community & Recreation Services
c/o
Director Community & Recreation Services
P.O. Box 1749
Halifax, NS B3J 3A5

10.0 Indemnity

10.1 HRM shall indemnify and save harmless HRSB, it's governing Board, Officers, Employees, Agents and Volunteers from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to HRM's execution of this Agreement or any action taken or things done by or maintained by HRM except for any claims for damages resulting from negligence or alleged negligence of HRSB, it's governing Board, Officers, Employees, Agents or Volunteers.

10.2 HRBS shall indemnify and save harmless HRM, it's Mayor, Officers, Employees, Agents or Volunteers from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to HRSB's execution of this Agreement or any action

taken or things done by or maintained by HRSB except for any claims for damages resulting from negligence or alleged negligence of HRM, it's Mayor, Officers, Employees, Agents and Volunteers.

11.0 Insurance

11.1 Each Party shall carry and maintain, at its sole cost and expense, in a form at least as broad as the current Insurance Bureau of Canada wording, Commercial General Liability insurance or its equivalent with a cross liability clause and otherwise in amounts not less than Five Million Dollars ($5,000,000.) inclusive, against all losses, claims, incidents, expenses or costs for personal injury, death or property damage arising from activities of that Party or activities authorized by that Party, occurring in, on or about the Complex and each Party will ensure such coverage remain in effect and that nothing is done by that Party to affect the validity of such insurance during the term of this Agreement.

11.2 HRSB shall carry and maintain industry standard broad form property insurance at its sole cost and expense, with Halifax Regional Municipality named as an Additional Insured, with coverage amounts at least equal to the value of the entire Complex, and will ensure such coverage remains in effect and that nothing is done by HRSB to affect the validity of such insurance during the term of this Agreement.

11.3 The Parties agree to provide each other with a Certificate of Insurance evidencing coverage for any insurance required under this Agreement.

11.4 Each Party or their Insurer will provide thirty (30) days' notice of cancellation or policy amendment to the other Party.

11.5 The cost of repairs arising out of the use or wilful damage of the Facilities (or equipment owned by either of the Parties) shall be assessed and paid for by the Party using that Facility when and where the damage occurs subject to the following:

a. Where it can be established that the damage has been done by a party authorized by HRM to use the Facility, HRM shall pay the cost of the repair and it will be HRM's responsibility to collect the cost of these repairs from the individual or group responsible for the damage;

b. Where the damage has been done by a party authorized by HRSB to use the Facility, HRSB agrees to pay the cost of repair and it will be HRSB's responsibility to collect the cost of these repairs from the individual or group responsible for the damage; and

c. Where the party responsible for the damage cannot be established, the Dispute Resolution process outlined in Section 12.0 will be followed to determine who shall be responsible for the cost of the repairs.

12.0 Dispute Resolution

12.1 Any dispute between the Parties in relation to matters governed by this Agreement shall be resolved as provided in this Section 12.0

12.2 In the event of a dispute, either one of the Parties may give written notice of the dispute (the "Dispute Notice") to the Principal or the HRM representative designated from time to time as the individual to whom a Dispute Notice may be delivered, as the case might be, and the individual who receives such Dispute Notice shall notify the members of the FOC within one (1) business day of the receipt of such Dispute Notice.

12.3 Upon receipt of the Dispute Notice, the representative of the Party served with notice shall have ten (10) days to meet with the other Party and attempt to resolve the matter. If the dispute is not resolved within ten (10) days, the matter will be referred to the Superintendent of HRSB and the Chief Administrative Officer of HRM.

12.4 In the event the Superintendent of HRSB and the Chief Administrative Officer of HRM cannot resolve the dispute within ten (10) days of having been referred the matter, and this time frame for resolving the dispute has not been extended by mutual written agreement between the Parties, the matter shall be referred to arbitration by a single arbitrator, if the parties agree upon one; otherwise, the matter will be heard by a panel of three arbitrators, one to be appointed by each party and a third to be chosen by the nominees.

12.5 The award and determination of the arbitrator or arbitrators or any two of the three arbitrators shall be binding upon the Parties and their respective successors and assigns.

13.0 Amendment and Waiver

13.1 No amendment or variation of this Agreement shall operate to change or vary the terms, obligations, or conditions hereof except upon mutual agreement of the Parties, signed by an authorized representative of each Party.

13.2 No waiver shall be inferred or implied by anything done or omitted by the Parties save only an express waiver in writing, signed by an authorized representative of the waiving Party.

14.0 Confidentiality

14.1 Confidential Information relating to a Party shall be held in confidence by the other Party to the same extent and at least in the same manner as such Party protects its own confidential or proprietary information. Neither Party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other Party in any form to, or for the use or benefit of, any person or entity without the other Party's consent. Each Party shall, however, be permitted to disclose relevant aspects of the other Party's Confidential Information to its officers, agents, sub-contractors and employees who are parties to a confidentiality agreement on terms at least as restrictive as contained herein and only to the extent that such disclosure is reasonably necessary for the performance of its obligations under this Agreement.

15.0 Freedom of Information and Protection of Privacy (FOIPOP)

15.1 The Parties agree for the purposes of FOIPOP that this Agreement is a public document.

16.0 Governing Law

16.1 This Agreement shall be constructed and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

17.0 Assignment

17.1 No part of this Agreement may be assigned by either Party without the express written consent of the other.

17.2 This Agreement shall enure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns.

18.0 Severability

18.1 If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provisions to persons or circumstances other than those to which it is deemed invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law.

19.0 Headings

19.1 Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

20.0 Entire Agreement

20.1 This Agreement, including the Schedules referred to herein, which are hereby incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof, notwithstanding the fact that this Agreement is intended to give effect to the spirit and intent of the SEA between the Parties. This Agreement supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

21.0 Holding and Disposition of Property

21.1 This Agreement is an agreement in respect of a community facility and as such must be executed and interpreted in accordance with the relevant provisions of the Education Act, S.N.S. 2002 (at the time of execution, Sections 133-136) as amended from time to time.

21.2 The parties acknowledge that HRM's Capital Contribution of $10,700,000 for the construction of the Complex was based on an anticipated minimum 30 year usage by HRM of the Community Centre and portions of the School. Accordingly, notwithstanding the requirements of the Education Act, HRSB agrees that if it closes, sells or otherwise disposes of the Complex prior to the expiration of the 30 year period, HRM shall receive a minimum share of the sale or insurance proceeds, or reimbursement from HRSB to HRM, of the pro rata portion of HRM's Capital Contribution, as it relates to the amount of the 30 year period remaining at the time of sale, closing or disposition. Every amount recovered by HRM pursuant to this Section shall be paid into the special reserve fund of HRM.

21.3 In the event that HRSB deems the School to be surplus to its needs, it will notify HRM in

writing. HRM will be provided with written notice of any offer to purchase the Complex that HRSB wishes to accept, and HRM will be provided with a 90 day right of first refusal to purchase the Complex at the offer price.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

HALIFAX REGIONAL SCHOOL BOARD

Original signed [redacted]

Witness J - acting corporate secretary

Elwin LeRoux
Superintendent

Original signed [redacted]

Witness J - acting corporate secretary

Original signed [redacted]

Name: RON HEIMAN
Title DIRECTOR OPERATIONS

HALIFAX REGIONAL MUNICIPALITY

Witness

Mike Savage, Mayor

Witness

Cathy Mellett, Municipal Clerk

The Minister of Education hereby endorses approval of this Agreement

Minister of Education

List of Schedules

Schedule "A"	Purpose, Objectives, and Guiding Principles of the Joint Use Agreement
Schedule "B"	Terms and Conditions for Facility Operating Committee

Schedule "A"

Purpose, Objectives and Guiding Principles of the Joint Use Agreement

Purpose of this Agreement:

The purpose of this Agreement is to outline the cooperative relationship between the Parties regarding the joint usage and reciprocal access to the Facilities described herein. It is hoped that this Agreement will provide the Parties with opportunities to enhance their programs and services through reciprocal Facilities usage.

Primary Objectives of this Agreement:

- To establish processes that encourage cooperative working relationships between HRM and HRSB personnel at all levels and to quickly and equitably resolve any disputes which may arise;
- To articulate the mutual responsibilities and conditions of the relationship between the Parties;
- To establish a collaborative process to continually address the needs of both Parties for shared Facility usage as well as the recreational needs of the general community;
- To provide a level of access to Facilities which meets, if not exceeds, the provisions for use enumerated in the SEA;
- To encourage mutually beneficial joint use of the Facilities described in this Agreement;
- To encourage joint and cooperative ventures between the Parties to this Agreement;
- To establish mechanism to regularly report on the outcomes of this Agreement and the respective performances of the Parties hereto.

Guiding Principles of this Agreement:

- It is intended that this Agreement will improve access to both HRM and HRSB Facilities for use by the other Party and will enhance the programs and services offered by the Parties.
- The Facilities are to be managed with the concept of share usage in mind.
- It is intended that a cooperative consultative process involving the Parties shall span the length of the term of the Agreement.
- It is hoped that this Agreement will encourage and promote the effective and efficient use of resources and Facilities, optimizing shared use opportunities.
- This Agreement is designed to provide shared access to Facilities in the hope of assisting in the advancement of the priorities and operational goals of the Parties hereto.

Schedule "B"

Terms and Conditions for Facility Operating Committee

Facility Operations Committee

Committee Membership:

- 3 representatives from HRM (Coordinator Client Services, Community Recreation Coordinator and Facility Recreation Program Manager)
- 3 representatives from CP Allen High School (Principal, Physical Education Teacher and Custodian)
- 2 representatives from HRSB (Operations and Facility Bookings)

Committee Scope of Work:

a) Committee will meet monthly with a shared agenda and minutes

b) Committee will be jointly chaired by HRM and HRSB.

c) Meetings are focused on the operational requirements of HRM / CP Allen High School / HRSB / and will include:

- Agendas
- Minutes
- Booking Requests from HRM, CP Allen High School, HRSB
- Program and Administrative Updates
- Custodial Updates
- HRSB Operational Updates
- Debrief of Bookings and Programs and Future Recommendations
- Issue Identification and Problem Solving
- Other

Under each topic there may be a number of discussion points depending on what is happening at the Facility or time of year.