

HALIFAX

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Item No. 14.1.4
Halifax Regional Council
July 17, 2018

TO: Mavor Savage and Members of Halifax Regional Council

Original Signed by 

SUBMITTED BY: _____
Jacques Dubé, Chief Administrative Officer

DATE: June 27, 2018

SUBJECT: Service Exchange Agreement: Halifax Regional Municipality and
the Halifax Regional Centre for Education

ORIGIN

March 28, 2017 Resolution of Regional Council:

THAT Halifax Regional Council direct staff to negotiate a two-year Memorandum of Understanding with the Halifax Regional School Board that: ... (3) commits Halifax and HRSB to completing the renegotiation of the Service Exchange Agreement (SEA) ... to improve availability of school facilities to the community when not being used for education purposes and provide a mechanism for a periodic review of their ability.

LEGISLATIVE AUTHORITY

Subsection 79(1) of the *Education Act* provides that: "A regional centre 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 regional centre in or in association with a public school and the cost of maintaining and operating the community facility."

Subsection 74(1) of the *Halifax Regional Municipality Charter* provides that "The Municipality may agree with ... the Government of the Province or of Canada or a department or agency of either of them ... to provide or administer municipal or village services."

Subsection 79(1) of the *Halifax Regional Municipality Charter* provides that "The Council may expend money required by the Municipality for: ... (k) recreational programs; ... (x) lands and buildings required for a municipal purpose; (ah) playgrounds ... and other recreational facilities;".

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Approve the attached Service Exchange Agreement between the Halifax Regional Municipality and the Halifax Regional Centre for Education (Attachment 1); and
2. Authorize the Mayor and Municipal Clerk to execute the agreement including any such minor changes or conditions that the CAO may deem beneficial to the Municipality.

BACKGROUND

In 2004, Regional Council approved a service exchange agreement (SEA) between HRM and the Halifax Regional School Board (HRSB), now called the Halifax Regional Centre for Education (HRCE). The SEA established to address reciprocal usage of facilities and resources of both parties. A formal agreement detailing the provision of service, as well as outlining an exchange of programs and services, was deemed critical to ensure continued cooperation and a clear understanding of the expectations of both parties. While the initial implementation of the agreement sought to capture all respective usage and services, as time went on, greater gaps and inequities between both parties became clearer. In particular, issues related to gym usage, field usage and scheduling materialized, highlighting the need for an updated, more cooperative agreement.

In February 2017, Regional Council approved an updated Community Facility Master Plan (CFMP2). One of the recommendations in CFMP2 is to negotiate a revised SEA with HRCE with a focus on a more collaborative partnership where resources are shared and access is improved. CFMP2 states that a key goal of the new SEA should be to ensure that gym access is centrally scheduled and easily navigated online.

In addition to the SEA, HRM has a supplementary education agreement with HRCE, which outlines the provision of additional funding intended for use by HRCE towards arts, music, etc., in local schools.

On March 28, 2017, Regional Council authorized the Mayor and Council to execute an agreement to extend the supplementary education funding agreement through 2018/19. An updated supplementary education agreement is being negotiated and will be presented to Regional Council in a future report. Amongst other things, the agreement committed the parties to:

- finalizing a new Service Exchange Agreement by March 31, 2018

That agreement outlined the principles for the negotiation of the new SEA which sought to resolve several outstanding issues, including but not limited to the following:

1. Availability of school facilities to the community and to HRM when they are not being used for the delivery of curriculum.
2. Access during the summer.
3. Safety, security and maintenance of the facilities.
4. Cost effective operation of the facilities.
5. Reasonableness of fees and charges for the use of school facilities having regard to affordability.
6. Consequences for inappropriate bookings, cancellations without notice, bookings which are not utilized or refusal to allow access.
7. Coordination and consolation regarding playground projects at HRSB schools.
8. Process for centralized bookings and reservations.
9. Reasonable transparency with respect to availability and use of individual school and shared community facilities.
10. Cost recovery for the services that HRM provides.

As a pilot project, HRM and HRCE entered into an annual MOU in 2016 and 2017 to address gym access issues, in order to determine an improved mechanism for scheduling of school gyms. Upon completion of that period, the data indicated sufficient improvements and the MOU processes were used as the basis for a new SEA agreement. During the MOU assessment period, HRM and HRCE staff also negotiated revised terms for the other services exchanged between the parties.

DISCUSSION

The attached draft SEA sets out clear expectations and responsibilities for both parties, as well as

improvements in reciprocal services. A summary of the main components in the proposed agreement is outlined below.

Gym Access

One of the biggest challenges under the original SEA agreement related to access to school gyms. Those challenges were related to the ability to actually obtain access in certain schools, bookings being cancelled or “bumped” for school usage with little notice, gyms being held or “block booked” by schools or groups but not used, and significant costs associated with the booking of school gyms. Through the pilot MOU on gym access, HRM and HRCE worked to determine a process to mitigate those challenges as much as possible.

To that end, the proposed SEA encompasses that process and provides that:

- Rather than HRM/community only having access to each school on a case-by-case basis if the school says it is available, HRM is allocated exclusive access to most schools on evenings and weekends. Elementary schools are allocated up to 15 evening/weekend dates per school year and junior highs/ P-9 are allocated up to 18 evening/weekend dates per school year. This process has been followed for two years under the MOU resulting in a significant increase in gym availability for recreational programming and community usage.
- Using a similar approach, HRM/community will have access to high schools on Friday evenings and on weekends (unless the school books the gym in advance). High schools have more activities and sports which require greater use of the gym. However, under the proposed agreement, HRCE has agreed to organize that usage on week nights and some weekends, which will then provide some availability to high school gyms for community usage.
- HRM/community only pay for a custodian if one is not already scheduled to be on-site.
- There are some schools in which HRCE has significant staffing challenges and, as a result, will have no access for HRM/Community. These schools have not typically been available for use in the past and are minimized as much as possible under the proposed agreement.
- HRCE will provide HRM with free access to 6 designated schools on Saturdays during the school year and over March Break, as well as extended free hours in 12 schools during the summer months. Those are available for HRM to provide recreation programming and bookings for community usage. The locations will be determined each year based on areas with demand for access, limited alternatives and necessary maintenance work. HRM/Community will have to pay for access to schools outside of these locations if custodial staff are required to be brought in for the booking.
- HRM will provide centralized booking of HRCE schools for all after-hours usage. All bookings will be required to be through HRM Facility Scheduling, not through schools directly.
- HRCE does not have the right to “bump” any HRM/community usage once it is booked. This was a significant challenge in the past with numerous situations of last minute cancellations by individual schools. Under the MOU, this issue has been improved significantly resulting in more consistent usage of schools for groups and less uncertainty.

HRM Recreation Facility Usage

- HRM will continue to provide free access to sport fields, tracks, pools and Adventure Earth programs for school usage during the school day. HRCE will pay for any additional staffing costs incurred as a result of the booking.
- Similarly, schools will be able to book the Emera Oval during the school day rather than arenas which had been in the previous agreement.

Playgrounds, Sport Courts and Site Maintenance

- HRM will continue to undertake inspections and maintenance of playgrounds but timelines have been updated to “CSA guidelines”, consistent with current practice.
- HRM will continue to mow grass on school properties and HRCE will be responsible for full cost recovery of the mowing contract.
- Clarity has been added regarding respective responsibilities of each party with respect to maintenance of sites and amenities (i.e. fences, walkways, etc.). The lack of clarity has created confusion and challenges in the past.

- The process for playground replacement has been updated and clarified to outline that HRM will replace playgrounds when assessment determines they are needed. HRCE can enhance playground if funding is raised but schools cannot “jump the queue”. If groups want to raise money for any other assets or a playground that does not meet the requirements for replacement, HRCE is responsible to do all aspects of that project.

Administrative Items

- The management fee that HRCE pays to HRM has been increased to \$65,000 and a 2% annual increase added.
- An oversight committee has been created to administer the agreement and to work towards resolution of any issues arising through it.
- A dispute resolution process has been included which outlines a clear escalation process and a mechanism to review the terms of the agreement should the need arise.

While the original intent of the 2004 SEA to meet both the educational and recreational needs through a reciprocal relationship and shared usage of assets remains, the proposed agreement encompasses significantly improved terms and clarity as a result of the challenges which have been experienced over the years. As HRM and HRCE have been negotiating the new agreement, many of these terms have been tested and vetted through the MOU for gym usage. Through that process, improvements have been realized and more are expected once the full new agreement is in place.

Therefore, it is recommended that Regional Council approve the proposed SEA agreement (Attachment 1) which will continue to enable HRM and HRCE to work collaboratively to meet educational and recreational needs.

FINANCIAL IMPLICATIONS

HRM is responsible for the ongoing maintenance of playgrounds & sport courts, which is included in the Parks & Recreation annual operating budget, and when necessary, for larger capital items, which will be set forth for Regional Council approval during its annual budget and business planning process.

HRCE will be responsible for the contract costs for grass mowing and will pay HRM a maintenance fee of \$65,000 per year in exchange for the services provided under the attached SEA, with a 2% fee increase per year. This is an additional \$15,000 over what is budgeted in 2018/19.

RISK CONSIDERATION

There are no significant risks associated with the recommendation in this report. The risks considered rate Low. The new SEA includes wording to mitigate a number of risks associated with the service exchange between both parties.

COMMUNITY ENGAGEMENT

None.

ENVIRONMENTAL IMPLICATIONS

Not applicable.

ALTERNATIVES

Alternative 1: Regional Council may choose to direct staff to attempt to negotiate additional or modified terms with HRCE.

Alternative 2: Regional Council may choose not to approve the proposed SEA. This would result in both parties reverting to the terms of the 2004 SEA.

ATTACHMENTS

Attachment 1: Service Exchange Agreement: Halifax Regional Municipality and The Halifax Regional Centre for Education

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, Manager, Program Support Services, 902.490.6252

2018 SERVICE EXCHANGE AGREEMENT ("SEA")

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY ("HRM")

-and-

THE HALIFAX REGIONAL CENTRE FOR EDUCATION ("HRCE")

Background:

In 2004, in response to a directive from the Department of Education, HRCE approved the Community Access to Schools Policy, currently known as the Use of Board Facilities Policy.

Also in 2004, HRM adopted an Indoor Recreation Facility Master Plan (IRFMP) with the goal of improving the provision of indoor recreational facilities throughout the Municipality.

HRM and HRCE entered into a Service Exchange Agreement (the "2004 SEA"), the intent of which was to provide a long-term solution regarding shared access to facilities, programs and services between the parties as well as ensuring gymnasium availability for the general community.

In 2008, HRM adopted the Community Facility Master Plan (CFMP) which extended the IRFMP to include some outdoor facilities, such as sports fields and ball diamonds. Like the IRFMP the CFMP provided strategic guidance for the provision of sustainable, planned, accessible and appropriate community facilities in the Municipality.

In February 2017, HRM adopted an updated Community Facility Master Plan (CFMP2) which provides updated guidance for the provision of indoor and outdoor community facilities throughout the Municipality and extends the CFMP analysis to cover additional outdoor community facilities such as playground structures, skate parks and lawn bowls.

One of the recommendations in CFMP2 is to negotiate a revised SEA with HRCE with a focus on a more collaborative partnership where resources are shared and access is improved. CFMP2 states that a key goal of the new SEA should be to ensure that gym access is centrally scheduled and easily navigated online.

In 2016 and 2017, HRM and HRCE entered into an MOU as a pilot project to address gym access issues.

In June 2017, HRM and HRCE entered into an agreement to extend supplementary education funding. The parties agreed through that agreement to negotiate and finalize a revised Service Exchange Agreement to address a variety of outstanding issues.

Therefore, HRM and HRCE agree as follows:

ARTICLE ONE - DEFINITIONS

1.1 Definitions:

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

- (a) "Agreement" means this agreement including any and all Schedules to this Agreement.
- (b) "Athletic Field" means any HRM-owned natural grass fields (including baseball diamonds and soccer fields), all-weather turf fields, and artificial tracks, and includes any surrounding fences.
- (c) "Community Garden" means a small-scale site that is operated for production of produce, production of a floral or landscape display, or demonstration gardening or other regulated instructional programming.
- (d) "HRM Facilities" means all facilities owned or operated by HRM, including Athletic Fields, Playgrounds, and Sports Courts.
- (e) "HRCE Facilities" means all school grounds and school buildings owned or operated by HRCE.
- (f) "Playground" means a play structure designed for child recreation, and includes all the components (such as slides, climbing apparatus, swings, etc.) within the safety surface zone and components contained within the cribbing or berm boundary.
- (g) "School Year" means September 1st through June 30th.
- (h) "SEA Committee" means a committee comprised of representatives from each HRM and HRCE as outlined in Schedule "A".
- (i) "Sports Court" means an outdoor asphalt court (not including parking lots) designed for athletic purposes (i.e. basketball court, tennis court, etc.) surrounded by fencing or on a standalone pad.
- (j) "Swimming Pool" means the Needham Community Pool, Sackville Sports Stadium Pool and Spryfield Wave Pool.

ARTICLE TWO - PURPOSE AND OBJECTIVES

2.1 Purpose

2.1.1 The purpose of this Agreement is to provide an exchange of fair and equitable access to facilities and services to enrich and enhance recreation and education opportunities for communities and students.

2.2 Objectives

2.2.1 The objectives of this Agreement are:

- (a) to establish a collaborative process to continually address the needs of both HRM and HRCE for facility usage as well as the recreational needs of the general community;
- (b) to articulate the mutual responsibilities between HRM and HRCE;
- (c) to provide an opportunity to review service delivery;
- (d) to identify HRM and HRCE roles and responsibilities for maintenance on or around HRCE school grounds; and
- (e) to provide a framework under which HRM can use capital funds to aide in the replacement of Sports Courts and Playgrounds.

ARTICLE THREE - ACCESS TO HRCE FACILITIES

3.1 Elementary, Junior High Schools & P-9 Schools

3.1.1 During the School Year, HRCE shall provide HRM with exclusive access to all Elementary Schools, Junior High Schools and P-8/P-9 Schools from 6:00 p.m. to 10:00 p.m. Monday-Friday and 8:30 a.m. to 8:00 p.m. Saturdays and Sundays (or one half-hour prior to the end of the regularly scheduled custodial shift, if the regular shift is scheduled to end later than 10:30 p.m.), subject to the following:

- (a) Elementary Schools may designate 15 evening and weekend dates, and Junior High Schools and P-8/P-9 Schools may designate 18 evening and weekend dates for school usage ("School Usage Dates").
- (b) The School Usage Dates will be of the school's choice and are intended to satisfy all extra-curricular school needs such as parent/teacher interviews, professional development, concerts, dances, sports, musicals, etc.
- (c) Additional School Usage Dates may be allowed in exceptional circumstances. Requests for additional School Usage Dates must be accompanied with an explanation as to why more dates are required, and are subject to review and approval by the SEA Committee.
- (d) Schools that are designated as Saturday Access Schools in section 3.3 will not be allowed any School Usage Dates on Saturdays.
- (e) All requested School Usage Dates must be submitted to HRM by June 1 each year.

3.1.2 Notwithstanding 3.1.1, due to the inability of HRCE to schedule after-hours custodians at certain schools,

- (a) HRM will have no access to the schools listed in Schedule "C"; and
- (b) HRM will only have access to the schools listed in Schedule "D" in accordance with the hours identified for such schools in Schedule "D".

3.2 High Schools

3.2.1 During the School Year, HRCE shall provide HRM with exclusive access to all High School gymnasiums from 6:00 p.m. to 10:00 p.m. on Fridays and 8:30 a.m. to 10:00 p.m. Saturdays and Sundays (or one half-hour prior to the end of the regularly scheduled custodial shift, whichever is later), subject to the following:

(a) High schools will have a "first right of refusal" to book their gymnasiums on weekends, provided that they provide HRM with notice and details of their specific requirements no later than June 1st (for the period of Sept 1st to December 31st) and no later than December 1st (for the period of January 1st to May 31st).

3.2.2 Notwithstanding 3.2.1, HRM will have access to one of the gyms in Sackville High and one of the gyms in Prince Andrew High from 6:00pm to 10:00pm Monday-Thursday and all gyms in both High Schools from 6:00pm to 10:00pm on Fridays, (or one half-hour prior to the end of the regularly scheduled custodial shift, if the regular shift is scheduled to end later than 10:30 p.m.), subject to the following:

(a) Sackville High School will be allowed times throughout the year where they are entitled to access their entire gym space. This would be done in order to accommodate musicals, school tournaments, school dances, exams or parent/teacher nights. The rationale is that the 3 gyms are "curtained off" from each other. In certain situations, it's acknowledged the entire gym must be reserved. These nights will be specifically identified in advance of June 1 each year and the occasions on which this occurs will be limited, based on review and approval by the SEA Committee by September 1st, each year.

(b) For the purposes of Prince Andrew High School, a gym will not be available to HRM to schedule during any school dances. These nights will be identified in advance of June 1st each year and will be reviewed and approved by the SEA Committee by September 1st each year. Nights where access to the old 109A gym is required by HRCE for parent/teacher, exams, etc. access to the other gym will be provided in lieu.

3.3 Designated Saturday Access Schools

3.3.1 During the School Year, HRCE shall provide HRM with no cost, exclusive access to six (6) schools on Saturdays from 8:30am to 4:30pm. The six (6) schools will be agreed upon between HRM and HRCE through the SEA Committee by June 1st of each year.

3.4 Designated March Break Access Schools

3.4.1 During March Break (1st Saturday through 2nd Saturday), HRCE shall provide HRM with no cost, exclusive access to six (6) schools from 8:30am to 4:30pm. The six (6) schools will be agreed upon between HRM and HRCE through the SEA Committee by June 1st of each year.

3.5 Designated Summer Access Schools

3.5.1 During the period from the 1st Monday in July to the Friday at the end of the 2nd full week in August, HRCE shall provide HRM with:

- (a) no cost, exclusive access to twelve (12) schools from 8:30am to 4:30pm Monday-Friday [The twelve (12) schools will be agreed upon between HRM and HRCE through the SEA Committee by January 15th of each year]; and
- (b) access to any other school upon request, with the express consent and at the sole discretion of HRCE.

3.6 Joint Use Agreement Schools

- 3.6.1 This agreement is not applicable to schools that are subject to a Joint-Use Agreement between HRCE and HRM (**Schedule “B”**). Access to such schools is governed by the terms of the applicable Joint-Use Agreement. **This Agreement is also not applicable to the Spatz Theatre at Citadel high School, the Bella Rose Auditorium at Halifax West High School or the Prince Andrew High School Auditorium.**

3.7 P-3 Schools

- 3.7.1 This Agreement is not applicable to P-3 schools (**Schedule “B”** except for O’Connell Drive Elementary School which shall be treated as an Elementary School pursuant to section 3.1.1). Access to P-3 schools is governed by the terms of the applicable P-3 agreement.
- 3.7.2 Upon procurement of P3 schools by EECD and turnover to HRCE, Each P3 school will become included in the list of schools available and managed per the terms of this agreement.

3.8 Emergency Situations

- 3.8.1 Each party shall endeavour to provide the other party with temporary access to their respective facilities in emergency situations, such as the evacuation of a neighbouring facility.

ARTICLE FOUR – CONDITIONS OF ACCESS TO HRCE FACILITIES

4.1 Areas of Access

- 4.1.1 HRM’s access to HRCE Facilities includes access to all gymnasiums, libraries, classrooms (**not to include music rooms, family studies rooms or other similar classrooms unless with express consent**), auditoriums, cafeterias, and seminar rooms, and upon consent of HRCE, such other spaces as may be requested by HRM from time-to-time.

4.2 Permitted Uses

- 4.2.1 HRM may use its access to HRCE schools for the purposes of HRM recreational programming and other needs, and for community bookings.

4.3 Use of Equipment

- 4.3.1 HRM and community groups are responsible to supply their own athletic and other program equipment, with the exception of standards and nets (for basketball, volleyball,

badminton, etc. but not to include hockey and soccer nets) which shall be made available by HRCE.

4.3.2 Use by HRM or community groups of any other HRCE equipment (including balls, score clocks and audiovisual equipment) is subject to approval of HRCE.

4.4 Custodian and Door Monitor Assignments

4.4.1 A custodian must be present at all times during the use of HRCE Facility by HRM or a community group.

4.4.2 Door Monitors will be assigned on an as need basis by HRCE.

4.5 Restricted Dates

4.5.1 HRM will not have access to any schools for any HRM programming or for community rentals (except for rentals to religious groups) on the following dates:

- (a) New Years Day;
- (b) Heritage Day;
- (c) March Break (except for the first Saturday and for the six (6) March Break Access Schools);
- (d) Good Friday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Victoria Day;
- (h) June 1st through September 15th (except in accordance with 3.5.1);
- (i) Canada Day;
- (j) Natal Day;
- (k) Labour Day;
- (l) Thanksgiving;
- (m) Remembrance Day; and
- (n) December Break (except for the first Saturday).

4.6 Cancellations

4.6.1 HRCE reserves the right to cancel HRM's access to HRCE Facilities due to emergencies, inclement weather or for required maintenance and repairs. Where possible, HRCE will provide HRM with 24 hours advanced notice.

4.6.2 Cancellations due to weather are subject to the following:

- (a) If a school is closed to students during the day, HRM's access will automatically be cancelled during the evening.
- (b) If a school is open to students during the day, HRCE must notify HRM staff no later than 3pm, where reasonable to do so, if the school will be closed during the evening.
- (c) If a school is closed on a Saturday or Sunday, HRCE must notify HRM staff no later than 6am, where reasonable to do so.
- (d) In addition to notifying HRM staff, HRCE shall provide notice of all school closures via HRCE's public communications system (i.e. Twitter/text message).

4.6.3 **Wherever possible** HRCE shall schedule routine maintenance of HRCE Facilities at dates and times that do not interfere with HRM's scheduled access.

4.6.4 HRCE does not have authority to cancel HRM's access or to "bump" an HRM booking for any other reason including for unplanned or unscheduled extra-curricular school needs. All HRCE or school use of HRCE Facility at times allotted to HRM must be booked in accordance with Article 5.4.

ARTICLE FIVE - BOOKING PROCESSES FOR HRCE FACILITIES

5.1 HRM Scheduling Services

5.1.1 HRM shall schedule and manage all HRM, community and HRCE bookings of HRCE Facilities during the dates and times that HRM is provided access under Article 3 of this Agreement (the "Scheduling Services").

5.1.2 HRM's Scheduling Services include:

- (a) Providing a centralized, on-line, public facing booking engine;
- (b) Facilitating the efficient and fair use of HRCE Facilities;
- (c) Ensuring HRCE Facilities are not double-booked;
- (d) Notifying HRCE when additional custodian shifts are required;
- (e) Collecting and remitting revenues from bookings to HRCE;
- (f) Refusing bookings of community groups that have been restricted access by HRCE;

5.1.3 To facilitate HRM Scheduling Services, the HRCE Facility Bookings Supervisor will coordinate with HRM bookings staff to finalize the HRCE booking information package documents required to effectively schedule the HRCE facilities by May 1 each year.

5.2 Community Bookings

- 5.2.1 Community groups must book HRCE Facilities through HRM in accordance with HRM's booking processes and HRCE's policies. Community groups are not permitted to book HRCE Facilities directly through HRCE or a school during times that are allocated to HRM through this Agreement.
- 5.2.2 Community groups are required to pay HRM the rental rates for HRCE Facilities established by HRCE. HRCE shall review its rental rates annually and provide HRM with any updates thereto no later than May 1st of each year for implementation the following School Year.
- 5.2.3 HRM shall collect and remit all revenues collected from community bookings to HRCE on a quarterly basis, within 30 days of the end of each quarter, with a reconciliation sheet that lists bookings and revenue per school.

5.3 HRM Bookings

- 5.3.1 HRM may book HRCE Facility for recreational programming and other HRM needs at no cost (other than reimbursement of applicable custodian fees) at any times that HRM is allocated access to a HRM Facility in accordance with Article 3.
- 5.3.2 HRM staff are permitted to post or distribute printed materials in schools to promote HRM recreation programming and events at the discretion of the Principal as per HRCE policy.

5.4 HRCE Bookings

- 5.4.1 Bookings of HRCE Facilities by HRCE, individual schools, or school-related groups will be treated as community bookings, except that rental rates will not be charged.
- 5.4.2 HRM's booking procedures must still be followed and bookings are subject to availability of the requested HRCE Facility. HRCE and individual schools are not permitted to "bump" a HRM or community booking that has already been made.

5.5 Scheduling and Cost of Custodians and Door Monitors

- 5.5.1 HRCE shall provide HRM with a detailed schedule of its intended custodial assignments for each school by June 1st of each year indicating the dates and times when custodians and door monitors will be present during the upcoming year (the "Custodian Schedule").
- 5.5.2 HRM's use of a school will be at no cost to HRM when the Custodian Schedule indicates that a custodian or door monitor is already scheduled to be on-site.
- 5.5.3 HRCE shall ensure that the Custodian Schedule provides for a custodian to be on-site at all necessary times to ensure that there is no cost to HRM for its access to and use of the six (6) Designated Saturday Schools, six (6) Designated March Break Schools, and twelve (12) Designated Summer Access Schools.
- 5.5.4 If HRM uses a school at a time when the Custodian Schedule indicates that a custodian or door monitor is not already scheduled to be on-site, HRM shall reimburse HRCE the cost of having a custodian or door monitor work the required shift.

- 5.5.5 HRM will notify HRCE if a booking requires an additional custodian or door monitor (based on the Custodian Schedule) and HRCE shall arrange for a custodian or door monitor to be present for the duration of such booking.
- 5.5.6 If for any reason HRM will not be making use of the six (6) Designated Saturday Schools, six (6) Designated March Break Schools, or twelve (12) Designated Summer Access Schools on any given day, HRM shall provide reasonable notice to HRCE so that the custodial staff can be cancelled.

5.6 Custodians Present

- 5.6.1 HRCE shall advise all custodial staff on the operating procedures for school bookings, locations of schedules to be posted in the school and requirement to have the doors open 10 minutes prior to a booking. HRCE will undertake to ensure that any casual custodial staff are fully aware of the schedule and the procedure for admitting school bookings.
- 5.6.2 HRCE will provide HRM with an after hours phone number to be provided to all users such that they can call the phone number if, for some reason, the school is not open and accessible to them. HRCE will ensure that the phone number will be immediately answered by an answering service and forwarded to a HRCE manager on call who will verify the booking and immediately assign after hours personnel to the school to ensure that the school is opened as promptly as possible for the scheduled event.
- 5.6.3 Should a situation arise where a HRM or community booking is delayed or denied as a result of the custodian or door monitor not being present when required, HRCE will take immediate steps to rectify such a situation to ensure that it does not occur again.
- 5.6.4 Should the circumstances in 5.6.3 occur with any degree of frequency, the matter will be referred to the SEA for immediate resolve. If the matter cannot be immediately resolved at the SEA level it will then be referred through the dispute mechanism process.

5.7 Reporting

- 5.7.1 HRM shall provide quarterly usage reports to HRCE.
- 5.7.2 The quarterly reports will indicate the total number of hours scheduled at each school, by facility type (gym, multi-purpose room, field, etc.) and by user category.
- 5.7.3 Where annual reporting demonstrates HRM program use in excess of 10,000 hours, the Parties will review to consider the terms of the Agreement including any potential for cost recovery.

ARTICLE SIX – ACCESS TO HRM FACILITIES

6.1 Athletic Fields, Sports Courts, Swimming Pools & Emera Oval

- 6.1.1 During the School Year, HRM shall provide HRCE with access to HRM's Athletic Fields, Sports Courts, Swimming Pools, and the Emera Oval for school-related athletic and recreation purposes, subject to the following:

- (a) Schools are required to book each use of an Athletic Field, Sports Court, Swimming Pool or the Emera Oval (including Athletic Fields and Sports Courts adjacent to schools) by contacting HRM staff.
- (b) All school bookings of Athletic Fields made prior to March 31st for the upcoming School Year will be given first priority over other bookings. All school bookings of Athletic Fields made after March 31st, and all school bookings of Sports Courts, Swimming Pools and the Emera Oval are subject to availability. Schools do not have authority to "bump" other bookings that have already been made.
- (c) All track and field meets must be booked prior to March 31st for the upcoming School Year.
- (d) All bookings are subject to HRM's policies, terms & conditions as amended from time-to-time, including with respect to weather cancellations, fees for no-shows and unauthorized use.
- (e) HRM reserves the right to cancel any booking due to emergencies, inclement weather or for required maintenance and repairs. Where possible, HRM will provide the user with 24 hours advanced notice.
- (f) School bookings of Athletic Fields, Sports Courts and Swimming Pools between the hours of 9am to 3pm Monday to Friday during the School Year are at no cost. (If HRM is required to bring in additional staff as a result of the booking such as additional lifeguards, then HRCE would be responsible for this additional cost). School bookings of Athletic Fields, Sports Courts and Swimming Pools at all other times are subject to HRM's regular rates. School bookings of the Emera Oval are at no cost.
- (g) Schools may book the use of the indoor turf within the Sackville Sports Stadium between the hours of 9am-3pm from April 1st to June 1st at no charge. Bookings are subject to availability. School bookings at other times are subject to regular rates.

6.1.2 Access to an Athletic Field that is subject to a Joint-Use Agreement between HRCE and HRM is governed by the terms of the applicable Joint-Use Agreement.

6.2 Playgrounds

6.2.1 HRCE shall have access to Playgrounds on HRCE school grounds at no-cost and without booking.

6.2.2 Subject to the authority and responsibilities of a school principal under the *Education Act*, HRCE shall not exclude members of the general public from using Playgrounds on HRCE school grounds.

6.3 Adventure Earth Centre & St. Mary's Boat Club

6.3.1 HRM shall provide HRCE with access to the science & recreation programs offered through the Adventure Earth Centre; and canoe & kayak rentals offered through the St. Mary's Boat Club, subject to the following:

- (a) Schools are required to book programming and rentals by calling the facility directly:
 - (i) Adventure Earth Centre: (902) 490-5439
 - (ii) St. Mary's Boat Club: (902) 490-4538
- (b) Programming at the Adventure Earth Centre is generally provided in the spring and fall. Canoe & kayak rentals at the St. Mary's Boat Club are generally provided in September, May and June between the hours of 9am and 3pm.
- (c) School bookings are subject to availability and are subject to HRM's policies, terms and conditions as amended from time-to-time.
- (d) Bookings at the Adventure Earth Centre are at no cost (except for program materials). School bookings at the St. Mary's Boat Club vary depending on the age of the students and the equipment being rented. Some rentals are provided at no cost. If HRM is required to bring in additional staff as a result of the booking, then HRCE would be responsible for the additional cost.

ARTICLE SEVEN – MAINTENANCE OF FACILITIES

7.1 Maintenance of Schools

- 7.1.1 HRCE shall, at its own expense, inspect and maintain all school buildings (including the classrooms and gymnasiums) and inspect and maintain (or replace as necessary) all HRCE-owned equipment available to HRM and community groups under this Agreement (such as basketball nets and volleyball standards) to a standard that is satisfactory for consistent and quality recreational programming and community use.
- 7.1.2 Except for the Playground maintenance and Grass Mowing Services to be provided by HRM, HRCE shall inspect and maintain all HRCE school grounds at its own expense in accordance with the *Education Act*.
- 7.1.3 HRCE shall endeavor to schedule its maintenance of schools so as to not interfere with NS School Program delivery and where reasonable, HRM's access to schools.
- 7.1.4 HRCE is responsible for providing accessible afterhours access to school buildings including clear entrances, walkways, driveways and parking lots.
- 7.1.5 HRCE shall consult HRM on all School construction or renovation projects that involve or impact Athletic Fields, Playgrounds or Sports Courts.

7.2 Grass Mowing of HRCE Properties

- 7.2.1 HRM shall provide grass mowing services for all HRCE school grounds (except P-3 schools) (the "Grass Mowing Services").
- 7.2.2 HRM's Grass Mowing Services includes the tendering, approval and performance management of all grass mowing contracts. The maintenance of trees, shrubs, flowers or walkways/trails is not included.

7.2.3 HRM's Grass Mowing Services on school grounds will be scheduled and performed to a Class C standard in accordance with HRM's Athletic Field Maintenance Standards.

7.2.4 HRCE shall reimburse HRM on a full cost recovery basis for HRM's total tender price of the Grass Mowing Services.

7.3 Maintenance of Athletic Fields

7.3.1 HRM shall inspect and maintain all Athletic Fields, at its own expense, in accordance with HRM's Athletic Field Maintenance Standards.

7.3.2 HRM shall provide HRCE with a list of Athletic Fields requiring field maintenance/restoration by January 30th of each year. The parties acknowledge that optimum periods for field restoration (top dressing/seeding) is Fall and Spring. There will be no field usage permitted during the restoration period (4 to 6 weeks) as directed by HRM.

7.3.3 HRM and HRCE shall, through the SEA Committee, review drainage issues that affect the infrastructure they are respectively responsible for in this agreement.

7.3.4 HRM shall place litter receptacles and provide litter control services at Athletic Fields from April through November.

7.3.5 HRM does not provide snow and ice control (winter maintenance) to Athletic Fields.

7.4 Maintenance of Playgrounds & Sports Courts

7.4.1 HRM shall inspect and maintain all Playgrounds and Sports Courts on HRCE school grounds, at its own expense, in accordance with CSA guidelines.

7.4.2 HRM shall, as necessary, repair or replace damaged equipment at Sports Courts including backboards, rims, nets, and posts (excluding those affixed to a building). Lines will only be maintained at stand-alone Sports Courts, not in parking lots.

7.4.3 HRM shall place litter receptacles and provide litter control services at Playgrounds and Sports Courts from April through November.

7.4.4 HRM does not provide snow and ice control (winter maintenance) to its Playgrounds and Sports Courts.

7.4.5 HRCE shall notify HRM of any observed Playground equipment concerns, including equipment requiring repairs, by contacting 311.

7.5 New, Enhancement or Replacement of Playgrounds

7.5.1 HRM is the owner of certain Playgrounds located on or adjacent to HRCE school properties. HRM will consider enhancing or replacing an existing Playground adjacent to an HRCE school if HRM determines that the condition of the existing Playground falls below an acceptable standard, or a needs assessment conducted by HRM indicates that the existing Playground is not sufficient for the needs of the community.

- 7.5.2 HRM will develop a priority list of Playgrounds adjacent to HRCE schools that require replacement or enhancement and advise HRCE annually of any Playground enhancement or replacement project that HRM intends to undertake adjacent to an HRCE school. HRM will provide HRCE with details regarding the general design and scope of the project that HRM intends to undertake.
- 7.5.3 HRCE shall communicate any proposed HRM Playground enhancement or replacement project to the affected HRCE school. Schools and community groups will be provided with an opportunity to provide input on the proposed project and to fundraise if they are interested in having HRM further enhance the proposed project's scope. HRCE will be the main point of contact with schools, PTA's and community groups. HRM will advise of any timeframes or deadlines on a case-by-case basis.
- 7.5.4 HRM will be responsible for the costs of the Playground replacement or enhancement project, subject to any additional funding that may be provided by a school or community group (through HRCE) to further enhance the Playground. Any such funding from a school or community group must be provided to HRM prior to tendering. All HRM Playground enhancement or replacement projects are subject to the approval and allocation of sufficient funding by Halifax Regional Council through the annual budget process.
- 7.5.5 HRM will be responsible for all aspects of a Playground enhancement or replacement project, including project design, tendering, installation and oversight.
- 7.5.6 Funding from schools and community groups will only be used to further enhance the scope of a proposed HRM Playground enhancement or replacement project. HRM will not "fast track" projects or permit schools or community groups to "jump the queue" in HRM's priority list for Playground enhancement or replacement projects.
- 7.5.7 HRCE, schools or community groups may undertake their own Playground construction, enhancement or replacement projects. Where such projects involve existing or new HRM assets, HRM's consent, final inspection and acceptance is required. HRM will provide basic review of such project designs and plans, but HRM will not contribute any funding. Article 7.4 will apply to playgrounds developed under this sub-article.

7.6 Maintenance of Fences

- 7.6.1 Each party shall maintain at its own expense, fencing and other enclosures that supports the infrastructure that it is responsible to maintain under this Agreement. If fencing and other enclosures supports infrastructure that both parties are required to maintain, the maintenance costs will be shared 50/50.

7.7 Community Gardens

- 7.7.1 All installations and maintenance plans for Community Gardens on school grounds must be jointly approved by HRM and HRCE.

ARTICLE EIGHT – MANAGEMENT FEE

8.1 HRCE Management Fee

- 8.1.1 HRCE shall pay HRM a management fee of \$65,000.00 per year in exchange for the services provided by HRM under this Agreement.
- 8.1.2 The management fee will be increased at a rate of 2% per year.

ARTICLE NINE – GENERAL TERMS & CONDITIONS

9.1 Term of Agreement

- 9.1.1 This Agreement shall be effective as of the date it is signed and shall terminate March 31, 2028.
- 9.1.2 Either party may terminate this Agreement for any reason on 6 months' written notice to the other party.

9.2 Notices

- 9.2.1 Any notice required or permitted to be given by either party to the other shall be deemed to have been sufficiently and effectually given if delivered to the other party at the address shown below (or to such other address as the other party may designate in writing from time to time):

To:
HRCE
c/o Regional Executive Director of
Education
33 Spectacle Lake Dr
Dartmouth, NS B3B 1X7

To:
HRM
c/o Director of Parks & Recreation
PO Box 1749
Halifax, NS B3J 3A5

- 9.2.2 Any notice shall be deemed delivered on the day it was transmitted if sent by fax, email or delivered by hand, and on the third day after the date of mailing if sent by registered mail.

9.3 Insurance and Indemnification

- 9.3.1 Each party agrees to defend, indemnify and shall save the other party, its elected officials, officers, employees and volunteers harmless from and against any claims, proceedings, penalties, expenses, and costs (including legal costs on a solicitor and client basis) that are incurred by, or made or instituted against, any of them or to which any of them may be liable by reason of the indemnifying party's carrying out any obligation to which it is subject, or exercising any right to which the indemnifying party is entitled, under this Agreement, except to the extent that the same are caused or contributed to by the alleged negligence or deliberate wrong-doing of the person or entity entitled to that indemnity.
- 9.3.2 Each party shall procure and maintain comprehensive general liability insurance, including coverage extending but not limited to bodily and personal injury liability and property damage, and each policy shall by its wording or endorsement, have an inclusive limit of not less than \$5,000,000 for each occurrence.

9.4 Dispute Resolution

- 9.4.1 Any dispute between the parties in relation to matters governed by this Agreement shall be resolved in accordance with the processes described in this Section.
- 9.4.2 In the event of a dispute, either one of the parties may give written notice of the dispute (the "Dispute Notice") to the other party.
- 9.4.3 Upon receipt of a Dispute Notice, the parties shall attempt to resolve the matter. If the dispute is not resolved within ten (10) days, the matter shall be referred to the SEA Committee.
- 9.4.4 If the SEA Committee cannot resolve the matter at its next regularly scheduled meeting or if the matter requires urgent resolution, the matter shall be referred to the Director of **Operations** of HRCE and the Director of Parks & Recreation of HRM.
- 9.4.5 If the **Director of Operations** of HRCE and Director of Parks & Recreation of HRM cannot resolve the matter, the matter shall be referred to the **Regional Executive Director of Education (REDE)** and the Chief Administrative Officer (**CAO**) of HRM.
- 9.4.6 If the **REDE** (or his or her designate) and the **CAO** of HRM (or his or her designate) 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 may be referred by either party to arbitration.
- 9.4.7 The arbitration shall be heard 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.
- 9.4.8 The award and determination of the arbitrator or arbitrators or any two of the three arbitrators shall be binding upon the parties.

9.5 Amendment and Waiver

- 9.5.1 No amendment or variation of this Agreement shall be valid or binding unless set out in writing and executed by the parties.
- 9.5.2 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.

9.6 Governing Law

- 9.6.1 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.

9.7 Assignment

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

9.7.2 This Agreement shall enure to the benefit of and be binding upon the parties; their respective successors and assigns.

9.8 Severability

9.8.1 If any of the provisions 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 the Agreement shall be valid and enforceable to the extent granted by the law.

9.9 Entire Agreement

9.9.1 This Agreement, including the Schedules referred to herein, which are incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements (including the 2004 Service Exchange Agreement and 2017 Gym Access MOU) both written and oral, between the parties with respect to the subject matter of this Agreement.

9.10 Freedom of Information and Protection of Privacy (FOIPOP)

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

[Signature page to follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date opposite their respective signatures below.

Signed on behalf of:

HALIFAX REGIONAL CENTRE FOR EDUCATION:

Name: _____ Date: _____

Title: _____

Witness: _____ Date: _____

HALIFAX REGIONAL MUNICIPALITY:

Name: _____ Date: _____

Title: _____

Witness: _____ Date: _____

Name: _____ Date: _____

Title: _____

Witness: _____ Date: _____

SCHEDULE "A"

SEA Committee

Committee Membership

- 4 representatives from HRM (Facility Scheduling representative, Parks Operations representative, Parks Capital representative, Parks & Recreation Administration)
- 4 representatives from HRCE (Facility Scheduling representative, Operations representative, School Administration representative, Custodial Coordinator.)
- Alternates to the committee membership may be included depending on the agenda topics

Committee Scope of Work

- Committee will meet at least quarterly.
 - o August, November, February and May
- Committee will also meet, if requested by either party, in order to address disputes or other urgent matters.
- Committee will be jointly chaired by HRM and HRCE
- Meetings are focused on the operational requirements of HRM and HRCE and will include:
 - o Agendas
 - o Minutes
 - o Scheduling Issues
 - o Program and Administrative updates
 - o Custodial updates
 - o Operations updates
 - o **Drainage Issues**
 - o Capital/Projects planning updates
 - o Issue Identification and Problem Solving
 - o Debrief and Recommendations
 - o Other business as it arises
- The Committee may form sub-committees as needed

SCHEDULE "B"

List of Excluded JUA and P-3 Schools

The following list represents all those Joint Use Agreement Schools and P-3 Schools excluded from the application of this Agreement as of the Effective Date of this Agreement:

JUA Schools:

- Basinview Drive Community School
- Charles P. Allen High School
- Citadel High School
- Cole Harbour High School
- Graham Creighton Junior High
- Porters Lake Elementary
- Tallahassee Community School
- Island View High School
- LeMarchant-St. Thomas School

P-3 Schools:

- Bedford South Elementary
- Eastern Passage Education Centre
- Lockview High
- Madeline Symonds Middle School
- Park West School
- Portland Estates Elementary
- Ridgecliff Middle School
- Sackville Heights Elementary
- St. Margaret's Bay Elementary

SCHEDULE "C"

The following elementary schools do not have evening coverage and cannot support after hour booking:

- Atlantic Memorial – Terence Bay Elementary (Terence Bay site)
- Dutch Settlement Elementary
- East St. Margaret's Elementary
- Fairview Heights Elementary (Annex)
- John W. MacLeod - Fleming Tower Elementary (Fleming Tower site)
- Lakefront Consolidated Elementary
- Mount Edward Elementary
- Oldfield Consolidated Elementary
- Saint Mary's Elementary
- Sambro Elementary
- Shatford Memorial Elementary
- South Woodside Elementary
- Sunnyside Elementary (Fort Sackville site)
- Upper Musquodoboit Consolidated Elementary

SCHEDULE "D"

The following schools are limited access. Any booking must end 30 minutes before the end of the custodian shift. They are staffed as follows:

- Atlantic Memorial 330p-730p
- Atlantic View 4p-8p
- Beaver Bank Kinsac 4p-8p
- Caudle Park 330p-830p
- Caldwell Road 4p-10p
- Colby Village 4p-10p
- Colonel John Stuart 4p-7:30p
- Crichton Park 4:00p.m.-8:00p.m.
- Cunard Jr 4p-8p (Mon, Fri); 4p-10p (Tues, Wed, Thurs)
- Sunnyside (Eaglewood site) 4p-9p
- George Bissett 4p-9p
- Harrietsfield 4p-8p
- Highland Park 330p-730p
- Hillside Park 4p-9p
- Holland Road 4p-8p
- Humber Park 4p-8p
- John MacNeil 4p-7p
- Joseph Giles 4p-9p
- Michael Wallace 4p-10p
- Nelson Whynder 4p-8p
- Prospect Road 4p-9p
- Robert K. Turner 330p-730p
- Sir Charles Tupper 4p-10p
- Smokey Drive 4p-9p
- Springvale 4p-10p
- Sycamore Lane 330p-730p
- Tantallon Jr Elementary P-2 4p-9p
- William King 4p-9p