The Corporation of the Town of South Bruce Peninsula

By-Law Number 81-2017

Being a By-Law to Authorize the Mayor and Clerk to Sign a Reciprocal Agreement with Bluewater District School Board

Whereas the Municipal Act, 2001 Section 9, as may be amended from time to time, confers that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas the Council for the Town of South Bruce Peninsula and the Bluewater District School Board are desirous of entering into a reciprocal agreement with the Bluewater Board of Education for the use of their athletic fields, ball diamonds, classrooms and gymnasias in Peninsula Shores District School and Hepworth Central Public School in return for the use of the Town's athletic fields, ball diamonds, arena floor, tennis courts, trails, aquatic facilities, pavilions and ice surface.

Now therefore the Council of the Corporation of the Town of South Bruce Peninsula enacts as follows:

1. That the Mayor and Clerk are hereby authorized to sign the reciprocal agreement with Bluewater Board of Education.

2. That the reciprocal agreement referred to herein shall be attached hereto and form part of this by-law.

3. That this by-law shall come into full force and effect upon the final passing thereof.

Read a first and second time this 5th day of September, 2017.

[Signature]
Mayor

[Signature]
Clerk

Read a third time and finally passed this 5th day of September, 2017.

[Signature]
Mayor

[Signature]
Clerk
Memorandum of Agreement

Between

The Corporation of the Town of South Bruce Peninsula
(hereinafter called the “Municipality”)

And

Bluewater District School Board
(hereinafter called the “Board”)

Whereas the Municipality and the Board are entering into this agreement for the purpose of offering community recreation programs and educational leisure components respectively;

And whereas the parties hereto require access to facilities owned by the other to accomplish this goal.

Now therefore it is hereby acknowledged that the parties hereto agree as follows:

1. The Municipality:

1.1 shall make available its athletic fields, ball diamonds, arena floor, tennis courts, trails, aquatic facilities, pavilions and ice surface to Board schools located in the Municipality for school sponsored activities held during the school day, as per availability. The school day shall be considered from 8:30 am to 4:30 pm. Use of facilities outside these hours is at the sole discretion of the Municipality.

1.2 shall provide these facilities free of charge excluding any costs associated with custodial/maintenance, special equipment needs, instructional materials incurred as a result of the Board’s use.

2. The Board:

2.1 shall make available its athletic fields, ball diamond, classrooms and gymnasium located in the Peninsula Shores District School and Hepworth Central Public School to the Municipality during non-school hours when these facilities are not required for day school activities. These hours are generally Monday to Friday 6:00 pm to 10:00 pm.

2.2 shall make available use of Peninsula Shores District School and/or Hepworth Central Public School during school holidays (summer, Christmas and March breaks).
subject to Board scheduled maintenance and limited to a maximum of 15 days annually.

2.3 shall provide these facilities free of charge excluding any costs associated with custodial/maintenance, monitor, special equipment needs or instructional materials incurred as a result of the Municipality’s use.

2.4 shall allow the Municipality’s staff to assume the role and responsibility of monitor subject to approval from the Community Outreach Coordinator and the school Principal.

3. The Municipality and the Board:

3.1 shall follow the proper booking procedure to access each other’s facilities.

3.2 shall ensure their activities are adequately supervised.

3.3 shall have access to equipment for activities upon mutual agreement with the school administration and the Facilities Coordinator for the Municipality.

3.4 shall be responsible for any damage which occurs as a result of their use of the other’s facility.

3.5 shall keep an annual record of use and the cost savings as a result of no rental fees being applied and mutually review this data annually.

3.6 shall provide and keep in force general liability insurance in an amount of not less than two million dollars ($2,000,000) per claim in respect to injury to or death of any person and injury to property and on request to provide each other with proof thereof.

4. This agreement shall be binding on the Board and the Municipality, their successors administrators and assigns.

5. Should any clause or provision of this agreement be declared to be invalid by a court of competent jurisdiction, it shall be understood that the clause or provision shall be severed from the agreement and the remainder of the agreement shall continue in full force and effect.

6. The terms of this agreement:

6.1 shall commence on the 1st day of September, 2017 and shall be completed on the 31st day of August, 2022.

6.2 may be terminated by either party upon the provision in writing of the desire to terminate the agreement and upon giving ninety (90) days’ notice one party to the other.
In witness whereof the Board and the Municipality have affixed their corporate seals attested by the hands of their duly authorized officers in that behalf.

The Corporation of the Town of South Bruce Peninsula

Mayor

Clerk

Date

Date

Bluewater District School Board

Superintendent of Business

Date