

## Hamilton-Wentworth District School Board and City of Hamilton Reciprocal Use Agreement: Proposed Terms

### Scope

- Purpose of the Reciprocal Use Agreement is to equalize the cost of using certain City facilities (indoor pools, indoor ice pads, and outdoor sports fields) and HWDSB gymnasias and limit financial transactions between the City and HWDSB;
- Agreement does not apply to facilities not specifically included;
- Exclusions where a Site-Specific Agreement governs;
- Agreement does not govern the actual use of the facilities (or terms of use). Use is are governed by the permit which is issued by one party to the other.

### Term

- Initial Term of five years to expire May 31, 2026;
- Four subsequent renewals of the Agreement on mutual consent of the parties, each for five years.

### Scheduling Deadlines

- By May 1 of each year- each party to submit a list of dates/times when its facilities are available for use of a reciprocal facility by the other party;
- By June 1 of each year- each party to submit a list of dates/times it would like to request use of a reciprocal facility;
- By January 1 of each year- City to submit a list of dates/times it would like to request use of a reciprocal facility during the summer months;
- Ongoing requests can be made by each party and are subject to availability of the facility in question;
- Permit issuance for approved booking commences on July 1 of each year.

### Applicable Fees

- By HWDSB for Gym - "Community, hourly rate (non- subsidized)" established by the School Board;
- By City for
  - Indoor Pools - "Commercial/Non-Resident" hourly rate – established under the User Fees and Charges By-law;
  - Indoor Ice Pads - "Non-prime time" or "Prime Time Non-Subsidized" hourly rate- established under the User Fees and Charges By-law dependent on time booked;
  - Sports Fields -"Hourly" rate (non-subsidized) - established under the User Fees and Charges By-law;
- Additional caretaker fee for HWDSB facilities and for extra staffing for City facilities as applicable are in addition to above noted fees;
- Under the Agreement rates charged by both parties are "frozen" so as to not increase more than 5% year over year during the Initial Term or during any Renewal Term, however rates "reset" at the beginning of each Renewal Term exercised to reflect current fees;
- Any additional costs are determined at time of booking.

**Reconciliation Process**

- Costs reconciled by both Parties on a quarterly basis;
- Annual final reconciliation will occur in January for the previous calendar year;
- Where costs are not equalized at annual reconciliation, each party can carry over max of 10% of value to following year;
- Credits for closures resulting from unforeseen events are not carried over;
- Reconciliation of costs for extra fees (caretaker or City staffing fees) and overages beyond 10% are paid via invoice by January 15 for the previous year;
- Final reconciliation to occur within 30 days following termination.

**Indemnity and Insurance**

- Mutual indemnity and insurance requirements.