

City of Welland identified needs:

1. Two offices for City staff (approximately 200 square feet each)
2. One dedicated, fully accessible, staff washroom (approximately 64 square feet)
3. One Community Room (approximately 1200 square feet)
4. A dedicated community space kitchen with stove and fridge
5. Two dedicated, fully accessible, public/visitor washrooms with access from the Community Room (approximately 64 square feet each)
6. A 200 square foot storage area with outdoor access and access from the gymnasium
7. A dedicated, accessible entrance to the designated Community Room/City office area

Operational items:

1. DSBN will be responsible for:

- a. Providing access to wifi/internet at no additional cost.
- b. Standard costs for building security and monitoring.
- c. Implementation of facility access controls and security system and issuing access cards and necessary security codes to City staff for City designated spaces and shared gym and other approved spaces for after hours use if applicable.
- d. Custodial support/cleaning of all shared and school spaces on weeknights (except during Board shutdown times which take place annually for two weeks in late December/early January).
- e. Facility and property maintenance of all shared areas and DSBN dedicated areas, to Board standards. This includes clearing of snow in parking lots and walkways during all instructional times (excluding winter shutdown period). The City will be responsible for clearing walkways/parking lots, tidying and garbage removal if they opt to operate in their dedicated spaces during the DSBN winter shutdown period.

2. The City of Welland will be responsible for:

- a. Partial annual cost recovery allocation towards utility costs related to dedicated spaces built to meet the City's requirements as part of the co-build (ex. Community room, City office spaces, dedicated washrooms and corridors, etc.).

Amount will be analyzed based on square footage of spaces and factored using an average utility costs per square foot. This cost is analyzed annually and may increase slightly over time, to account for utility costs increases.

City of Welland – DSBN Dain City School – Co-build Opportunity Exploration

The option to have separate water metre installed for the City's dedicated spaces will be investigated during the construction planning phase and implemented if possible, with water invoices for the City's dedicated spaces going directly to the City.

- b. Custodial costs for use of the gymnasium or any other shared school spaces utilized on weekends. There is a requirement to have a DSBN custodian present when use of school/shared spaces occurs. Custodial costs will be charged to the City monthly on an "as booked" basis. The City will be responsible for their own cleaning and custodial support for their dedicated spaces (i.e. offices, dedicated washrooms, storage area, community room, dedicated kitchen).
- c. Providing recreational and program supplies for City run programs. Equipment will not be shared between the school and City.
- d. Should the City request services or improvements above those considered a standard level of service by the DSBN, the City would be responsible for all costs associated with those additional services.
- e. As a reciprocal benefit for use of the school gymnasium, the City will allow DSBN's Welland schools use of City facilities at no cost (ex. Community centres, pavilions, etc.). This will include community rooms and recreational spaces but not ice time. The opportunity for use will be cooperatively planned between DSBN and the City to ensure that use is balanced and reciprocal in nature.

3. Shared space general operating criteria:

Term:

- a. The agreement will be in place upon execution of signatures and for the perpetuity of the DSBN's operation of the school.
- b. A co-build opportunity will not prevent DSBN from conducting any future accommodation or boundary reviews, if deemed necessary by the Board. However, so long as the DSBN is operating the facility as a public school, the agreement and/or any future amendments will be in effect, unless formally terminated by the parties.

Access:

- c. The Community Room/designated space may be utilized and open to the public during school hours and at other times as determined by the City's programming needs, and accessed through a dedicated entry.
- d. School year: For the City's use of the school gymnasium: the City will have use up to 3 weeknights per week, from 6 p.m. to 10 p.m., on evenings to be identified by the City and mutually agreed upon at the outset of the agreement. During the City's designated evenings, the gymnasium be used for City operated programs only and cannot be rented out or sub-let by the City to external groups, community members, etc.

City of Welland – DSBN Dain City School – Co-build Opportunity Exploration

- e. Summer: The City would have use of gymnasium 5 weekdays per week during the summer, starting the day after the observance of the Canada Day holiday up to and including the second last week of August, from 7:30 a.m. to 6:00 p.m., for City of Welland summer camps and other City operated recreational programs. The same principle applies, that the use of the gymnasium or any other school spaces cannot be permitted or allowed by the City to other groups or individuals and is limited to City operated use only. Days not required by the City will be made available to the public through DSBN's Community Use of Schools department. During this summer timeframe, the City will also continue to have use of the school gymnasium for three weeknights per week.
- f. For use of other areas of the school, beyond the City's designated areas; and the gymnasium and two closest washrooms during the times noted herein; DSBN Community Use of Schools rental fees, permit requirements and protocols will apply.
- g. All use of DSBN space by external/third-party/community individuals, leagues, groups, etc. must be booked directly by each group through the DSBN and will take place on days outside of those booked for the City to operate their own recreational programs.
- h. DSBN will be responsible for issuing permits for all use of shared and/or DSBN spaces. The City will enter a permit annually to book its designated evenings and all other times will be left open for the general community to book space or may be rented by the City on an as-available basis. The City is responsible for booking/permitting their dedicated spaces (i.e. the Community Room) and may receive revenue for those spaces, directly from rental parties.
- i. The City staff and visitors will access the Community Room and nearby offices, designated kitchen and washrooms through a dedicated entrance to the Community Room/City designated area. The school gymnasium will be accessed through an entry that will remain locked during instructional hours and opened for City access during designated days and times of City use.
- j. The school grounds, including playfields and outdoor equipment, may not be accessed during the instructional day or when school/student events are taking place.
- k. There may be times throughout the year when the gymnasium/shared spaces will be unavailable to the City due to a school event or Board requirement, or in order to allow DSBN sufficient time and access to maintain or repair the school.

Custodial and maintenance:

- l. A custodian is required to be present at all times when shared school areas are permitted. A custodian would not be required to be onsite for the City's use of the purpose-built community room or adjoining offices as the City will provide custodial support for dedicated spaces.
- m. From time to time, capital repairs such as but not limited to roofing, repainting, replacement of HVAC equipment, etc., may be necessary. The City of Welland would be responsible for the costs of these types of capital repair items for the spaces added to accommodate their

City of Welland – DSBN Dain City School – Co-build Opportunity Exploration

request (i.e. community room, washrooms, offices and dedicated storage space).

Additionally, there may be times when access to the spaces, both designated and shared, may not be available to ensure safety of all parties when maintenance/repairs are taking place.

- n. No changes, enhanced services, or alterations to the property or facility will be initiated or authorized by the City without first addressing those requests through the DSBN.

General operations:

- o. An operating committee shall be identified, consisting of the school Principal and a member of the Facility Services team or other corporate services department, as designated by the DSBN's Associate Director of Education, and Superintendent of Student Achievement and Well-being, along with two representatives from the City, to review operational matters and meet quarterly or at a frequency determined by the committee.
- p. All use of DSBN spaces must abide by DSBN policies, procedures, rules, regulations and Code of Conduct.
- q. The parties recognize the independence and autonomy one another and their respective mandates
- r. DSBN and the City shall work cooperatively throughout the development and the operation of the facility
- s. Both parties shall strive for efficiency in shared space where possible
- t. Working within the requirements of applicable privacy legislation, the parties shall share relevant information and communication relating to the facility
- u. There will be no revenue sharing between the parties as it relates to rental revenue or permitting of their respective spaces
- v. The parties shall not change each other for use unless otherwise identified

4. Damage/Liability:

- a. The City will be required to provide general liability insurance in the minimum amount of two million dollars, naming DSBN as "additional insured"
- b. The City will be responsible for the cost of repairs and maintenance of dedicated spaces. DSBN will support the coordination of repairs/maintenance through project coordination when necessary, but costs for dedicated spaces will be borne by the City.
- c. The City will be responsible for the costs to repair damage in shared spaces if the damage is caused by negligence of an employee or agent of the City.
- d. If the City wishes to have separate security on its portion of the facility, arrangements and options will be investigated. Should the dedicated spaces remain on the DSBN's security system, accidental tripping of the alarm and fees associated with security callouts, etc. will be passed along to the City if those callouts are a result of the City's use/programs setting off the security alarm.