

# CITY OF WHITEHORSE COUNCIL POLICY



## **POLICY: INDOOR FACILITIES ALLOCATION POLICY**

<b>Policy Number:</b>	<b>2019-03</b>
<b>Approved by:</b>	<b>Council Resolution <a href="#">2019-18-03</a> dated <a href="#">October 15, 2019</a></b>
<b>Effective date:</b>	<b>October 16, 2019</b>
<b>Department:</b>	<b>Recreation and Facility Services/Legislative Services</b>

### **PURPOSE**

This policy guides how the Recreation and Facility Services Department allocates space at all indoor facilities that are owned and/or operated by the City of Whitehorse.

### **POLICY STATEMENT**

The City of Whitehorse invests in recreation to achieve the following Vision (from the 2018 City of Whitehorse Parks and Recreation Master Plan):

*Citizens of Whitehorse enjoy accessible and quality year-round indoor and outdoor active living opportunities (programs, events and activities) that foster wellness, inclusiveness, and sustainability in a vibrant Wilderness City.*

City owned and/or operated indoor recreation facilities are critical to achieving the stated Vision and other strategic objectives of the City. These facilities provide safe, accessible and positive spaces that promote healthy lifestyles and support an array of sport, recreation, leisure, cultural, social, and community activities that enhance quality of life and community appeal.

The overarching intent of this policy is to ensure that the allocation indoor facility space occurs in a manner that is fair, consistent, transparent, efficient, and which maximizes the broad based benefits of the City's ongoing investment in recreation.

### **DEFINITIONS**

See Appendix A.

### **SCOPE**

#### **Facilities**

This policy applies to indoor recreation facilities that are owned and/or principally operated by the City. Additional points of clarification on facilities that are included within the scope of this policy are:

- Current facilities that this policy applies to are the Canada Games Centre, Takhini Arena and the Mt. McIntyre Recreation Centre.

- This policy applies to all recreation facilities that come under City ownership or operational control in the future through new development or lease agreements.

This policy does not apply to:

- Any City outdoor public park and on premise facilities within them, including green spaces.
- Facilities and spaces that are owned and operated by external entities.

### **Facility Space Users**

This policy primarily applies to community organizations and user groups that rent indoor facility space on an ongoing basis (year-round and for their season of play) as well as events and functions that occur on a regular basis.

## **RESPONSIBILITIES**

### **City**

The City's R&FS department will adhere to this policy when allocating indoor recreation facility time. This adherence will include the overarching intent of the policy as outlined in the Policy Statement and Guiding Principles sections as well as the specific approaches outlined in the Allocations Process section.

### **User Groups**

User groups will adhere to the requirements and overall intent of this policy. Specific requirements of user groups include:

- Providing utilization / participation data as requested by the City.
- Providing requests for facility time as outlined in this policy (e.g., including timely requests for special events and additional facility time above the Base Allocation).
- Reviewing contracts.
- Submitting insurance and other requested organizational documents as requested.
- Abiding by the rules and regulations outlined within the rental agreement contract.
- Using space that is booked.

Should user groups not adhere to the responsibilities and requirements identified above, the City reserves the right to disqualify them from accessing space per the Qualification criteria outlined in Section A of this policy.

## **GUIDING PRINCIPLES FOR INDOOR FACILITY ALLOCATIONS**

The following principles provide an overarching foundation for how the City will allocate space at indoor recreation facilities. The parameters outlined in the following Allocation Process section of this policy are intended to achieve (implement) these guiding principles.

**Guiding Principle #1:** The City will allocate indoor recreation facility space in a manner that is focused on maximizing the overall community benefits that are accrued through an ongoing public investment.

**Guiding Principle #2:** The City will allocate space in a manner that prioritizes efficient and appropriate use of publically supported facilities.

**Guiding Principle #3:** The City will allocate space to support a diversity of opportunities that will help ensure recreation is available and appealing to residents of all ages, interests and ability levels.

**Guiding Principle #4:** The City recognizes the importance of individuals, community organizations, and the private sector in providing recreational opportunities and, as such, will continue to support the success and sustainability of organizations to the greatest degree possible.

**Guiding Principle #5:** Through the allocation of indoor facility space, the City will strive to align users with the most appropriate spaces for their activity.

**Guiding Principle #6:** Allocations will occur in a transparent manner that is based on clear rationales.

**Guiding Principle #7:** The City will allocate space in a manner that acknowledges historical context while taking into account community growth, evolution and leading practices.

**THE ALLOCATION PROCESS**

The City will utilize a three-part process for indoor facility space allocations as summarized in the following chart:

	<b>Step</b>	<b>Purpose</b>
1	Qualification	To ensure that user groups accessing publically supported spaces are providing quality, safe and appropriate recreational opportunities.
2	Space Allocation	To outline a consistent approach for allocating appropriate facility time to user groups.
3	Change Requests and Conflict Resolution	To provide tools and criteria for adjustments to the space allocations and any conflicts that arise between user groups.

**1. Qualification**

User groups that request time at publically supported indoor facility spaces are expected to provide recreation opportunities that are appropriate, safe, and delivered in a quality manner. The City will audit user groups on a biennial basis using the following assessment criteria, as applicable:

- Alignment with standards set forth by territorial and national sport organizations (e.g., game and practice guidelines identified in Long Term Athlete Development plans and other governing sport body documentation, Respect in Sport).
- Alignment with appropriate coaching / instructor and volunteer practices (e.g., appropriate coaching certifications, volunteer criminal record checks).
- Confirmation of appropriate insurance.

- Previous bookings and allocations history (e.g., on-time submission of requests, on-time payment of fees, appropriate use of allocated time, timely provision of utilization/participation data).

*\*It is important to note that this audit will not rank groups but rather is intended to ensure that all user groups are aligned with quality programming standards.*

The City will utilize this audit process to determine if:

- The user group is providing programming in such a manner that warrants access to publically supported indoor facility space; and
- The requested time is appropriate and based on demonstrated need.

**2. Space Allocation**

As an overarching priority, the City will ensure that adequate indoor facility space is secured to support the recreation opportunities that it directly provides to residents (including specified programs and time allocated for drop-in activities). The City will work on an ongoing basis to coordinate and schedule these opportunities at times that balance broader public needs and those of user groups. Indoor facility space will be made available to user groups based on the prioritization parameters identified in the following chart:

	Prime Time Facility Hours	Non-Prime Time Facility Hours
Priority #1	Special Events, Tournaments and Championships	
Priority #2	Youth / Accessible Organizations within the City	Department of Education schools, per the Joint Use Agreement
Priority #3	Adult Organizations within the City	
Priority #4	Department of Education schools (outside of the Joint Use Agreement parameters)	Youth / Accessible Organizations within the City
Priority #5	Other (including non-resident user groups and commercial users)	

*\*Please refer to Appendix A for further descriptions of the above noted user groups typologies and prime time/non-prime time facility hours.*

**Baseline Allocation of Space for Ongoing Program Use**

The City recognizes that many longstanding user groups rely on consistent, and often historically held, facility time. The City will also need to balance needs of new and emerging groups who require time to be successful. The following formula will be used to provide existing groups with a base allocation of time for their upcoming season of play.

$$\text{Actual time consumed during the previous year / season of play} + \text{Up to a 3\% buffer to account for growth} = \text{Base allocation of facility space}$$

The above formula is applicable only if capacity exists. In the event of capacity challenges, the City may be required to reduce the buffer or otherwise proportion out available time.

### **Special Event, Tournament and Championship Facility Time Allocation**

The City recognizes the significant and positive impacts that tournaments, special events, and championships can provide to the community. Where possible, the City will encourage user groups to utilize their baseline allocation of space to accommodate special events, tournament and championships. However, the City recognizes that incremental time may be required for this purpose and, as reflected in the chart above, has deemed accommodating this time a priority.

Following are parameters that will guide how the City allocates time to groups for special events, tournaments and championships:

- User group organizations will be limited to one special event during the regular season of play.
- National and territorial sport organizations (or equivalent governing entities) will be permitted to request a 2nd special event for trials during a Canada Games or Arctic Winter Games year.

### **3. Change Requests and Conflict Resolution**

User groups may request additional time for regular program use above the Baseline Allocation they receive. The City will evaluate these requests based on the following five criteria, as applicable:

- The request for additional time is supported by Long Term Athlete Development guidelines established by the national sport organization.
- The user group is able to sufficiently demonstrate growth that suggests a need for facility time beyond their base allocation.
- The user group is able to sufficiently demonstrate that they are making the most effective and efficient use of their base time allocation.
- There is no duplication of an existing service already being provided by another organization.
- The City has the space available to allocate (overall public impact)

There may be instances where the City must resolve conflicts between the requests of different user groups for regular program time and/or special event space allocations. In these instances, the City will follow the following protocol:

**Step 1:** Meet with both groups (together) to try to negotiate an appropriate solution.

**Step 2:** If the above meeting does not result in a resolution, the City will implement the following ranking metric to determine which group receives priority for the requested facility time:

Consideration	Scoring
Policy Alignment	<p>3 pts: The user group demonstrates strong alignment with the overall intent of this policy, including the Guiding Principles and criteria outlined in the Qualification step.</p> <p>1 pts: The user group demonstrates some alignment with the overall intent of this policy, including the Guiding Principles and criteria outlined in the Qualification step.</p> <p>0 pts: The user group demonstrates no or insufficient alignment with the overall intent of this policy, including the Guiding Principles and criteria outlined in the Qualification step.</p>
Prioritization	<p>3 pts: The group has first priority for the space requested as outlined in Section B.</p> <p>2 pts: The group has second priority for the space requested as outlined in Section B.</p> <p>1 pt: The group has third or fourth priority for the space requested as outlined in Section B.</p> <p>0 pts: The group has no priority for the space requested as outlined in Section B.</p>
Existing Space Allocation	<p>3 pts: The user group has demonstrated that the request cannot fit into their existing space allocation (baseline allocation and special event allocation).</p> <p>0 pts: The user group has not sufficiently demonstrated that the request cannot fit into their existing space allocation (baseline allocation and special event allocation).</p>
# of Participants	<p><b><i>Scoring criteria to be determined based on type of space for which the conflict exists. E.g. is the space appropriate to the number of participants?</i></b></p>
Inclusion and Access	<p>3 pts: The event / program is participatory and inclusive in nature and open to a broad range of participants (all ability levels, ages, universal access, etc.).</p> <p>1 pts: The event / program is high performance in nature with opportunities for secondary participation (e.g., as a spectator).</p> <p>0 pts: The event / program is limited to a small number of participants with no or minimal opportunities for secondary participation.</p>
Duplication of Service	<p>3 pts: The proposed program is new or underserved within the community.</p>

	0 pts: A similar program is delivered by another user group within the community.
Service Disruption	3 pts: The proposed event / program will have no or minimal disruption to regularly scheduled use. 1 pt: The proposed event / program will have moderate disruption to regularly scheduled use. 0 pts: The proposed event / program will have significant disruption to regularly scheduled use.

**Step 3:** Should the above scoring result in a tie, the final decision will be made by the director, Community and Recreation Services.

**KEY DATES**

The following schedule will be followed in allocating indoor recreation facility spaces as outlined in this policy.

Action	Deadline
<b><i>Regular Season Users (majority of season falls in the months of October – April)</i></b>	
Base allocation communicated to user groups	May 1 <sup>st</sup>
Deadline for submissions, requests or changes	June 1 <sup>st</sup>
Final allocation of space for the season	July 1 <sup>st</sup>
<b><i>Summer Season Users (majority of season falls in the months of May – September)</i></b>	
Base allocation communicated to user groups	December 1 <sup>st</sup>
Deadline for submissions, requests or changes	January 1 <sup>st</sup>
Final allocation of space for the season	February 1 <sup>st</sup>

**SEASONS AND APPLICABLE RATES**

The following chart outlines the event season and the applicable rates. Rates applied per the City’s Fees and Charges Bylaw. Fees for R&FS are typically adjusted annually in September.

Event Season	Months	Rates
Regular Season	October – March	Regular Rate
Extended	April	Regular Rate
Summer Season	May – August	Summer Rate
Extended	September	Regular Rate

Please refer to the General Terms and Conditions outlined in Appendix B for additional details related to timing and requirements of the City and user groups.

### **REPEAL OF EXISTING POLICY**

The 2003 Arena Schedule Development Policy, including all amendments thereto, is hereby repealed.

The 2005 Aquatic Schedule Development Guidelines and the 2007 Fieldhouse Allocations Guidelines are hereby replaced by this policy.

### **Supporting References**

*Municipal Act* RSY 2002, c.154

### **History of Amendments**

<u>Date of Council Decision</u>	<u>Reference (Resolution #)</u>	<u>Description</u>
October 15, 2019	2019-18-03	Initial Policy Adopted

## Appendices

### Appendix A: Definitions

Whenever the singular masculine or feminine is used in this administrative directive, it shall be considered as if plural feminine or masculine has been used where the context of the administrative directive so requires.

**“Arenas”** means the indoor ice rinks, including Takhini Arena and Canada Games Centre ice surfaces.

**“Base Allocation”** means actual time consumed during the previous year/season of play, plus up to a %.

**“Booking Staff”** means the Recreation and Facility Services staff designated to manage booking schedules at indoor facilities.

**“City”** means the municipality of the City of Whitehorse.

**“Contract holder”** means a user or user group that has entered into a rental agreement contract with the City for use of space in an indoor facility.

**“Drop-in activities”** means the provision of recreational opportunities on a spontaneous use basis offered by the City or its partners and accessed by public admissions or memberships and does not include exclusive rentals or programmed/structured opportunities such as registered programs or lessons.

**“Fee”** means the fees as set out in the City’s Fees and Charges Bylaw as amended from time to time.

**“Indoor recreation facility/facilities”** refers to a City owned and/or operated indoor recreation facilities.

**“Non-prime time facility hours”** generally refers to facility operating hours during the day on weekdays.

**“Non-profit/community group”** means a group/organisation with non-profit status as defined in the Societies Act, RSY 2002, c.206 or a not for profit community group providing cultural, recreational, social, sport activities with the direct benefit to participants.

**“Prime time facility hours”** generally refers to facility operating hours on weekday early evenings and weekends.

**“R&FS”** means the Recreation and Facility Services Department of the Community and Recreation Services Division.

**“Recreation”** will be used an encompassing term that includes leisure, sports, arts and culture.

**“Rental agreement contract”** means the legal document that stipulates the terms and conditions of an agreement for use of a space within a City indoor facility by a user or user group.

“**Regular season/extended**” means the timetable of use that occurs on a consistent basis in indoor facilities from September 1 to April 30.

“**Suspension**” means a temporary withdrawal of indoor facility access due to non-compliance with city policies, bylaws or guidelines. Indoor facility privileges may be lifted at the discretion of the Manager or designate.

“**Summer season**” means the timetable of use that occurs on a consistent basis in indoor facilities from May 1 to August 31 and/or as approved in the budget process.

“**User(s)**” or “**user groups**” are any individual, group or sport governing body using the indoor facilities on a regular or need-by-need basis. Outlined as follows is a further definition of user groups based on typology.

- Youth Organization within the City: non-profit recreational group based in the City that has at least 60% of the registered participants being City residents aged 18 and under, and whose primary purpose is to involve youth in recreational, athletic, cultural, or social activities.
- Accessible Organization within the City: non-profit recreational group based in the City that provides programs for its registered participants being City residents, and whose primary purpose is to involve those with disabilities in recreational, athletic, cultural, or social activities.
- Adult Organization within the City: A non-profit recreational group based in the City that has at least 60% of the registered participants aged 18+, and whose primary purpose is to involve adults in recreation, athletic, cultural, or social activities.
- Department of Education schools: Schools that are recognized under the City and the Yukon government Department of Education Joint Use Agreements. Allocated in accordance with the Joint Use Agreement.
- Commercial – means a group/business/entrepreneur carrying on any business or industrial undertaking of any kind or nature for the purpose of profit or gain. Non-profit organizations charging admission to events also fall within this category.
- Other – non-resident groups or those that fall outside of the definitions above.

## **Appendix B: General Terms and Conditions**

### **General Parameters for Contracts and Rental Agreements**

All bookings for exclusive use of facilities shall be recorded on a rental agreement contract.

- 1) All applicable fees, payments, insurance, cancellation and booking standards set out in this policy, applicable bylaws, rental contracts, and guidelines will apply.
- 2) Allocation of space to user groups will not be considered booked or reserved unless appropriate rental agreement contracts are signed in advance of the start date, and payment has been arranged.
- 3) A copy of the rental agreement contract shall be given to the user or user group for confirmation of the bookings.
- 4) Users are required to review the rental agreement contract to ensure accuracy prior to confirmation and report any errors.
- 5) Both the contract holder and the City must sign the rental agreement contract to finalize the contract, which will be held by booking staff.
- 6) All amendments to the rental agreement contract must be submitted in writing to booking staff.

### **Cancellation of Booked Time**

The contract holder is responsible to ensure that all dates and times of an event or activity are correct at the time of booking and signing of a rental agreement contract.

If the contract holder wishes to cancel use of the indoor facility for a particular time(s), or if the date(s) and/or time(s) required are different than those listed in the rental agreement contract, the following steps shall be taken:

- 1) The cancellation must be given in writing to the booking staff. If there is a regularly scheduled indoor facility user, that user will be given the opportunity of having the time slot assigned back;
- 2) If the regularly scheduled indoor facility user does not want the time slot, the booking staff will offer the open time to other user groups;
- 3) If the allotted time cannot be successfully re-assigned, the booking staff will open the time to other public use as outlined in the Priorities set out in section B of the policy;
- 4) Where a user regularly cancels a time slot, the City reserves the right to adjust the rental agreement contract and/or cancel this time for the remaining duration of the rental agreement contract.
- 5) Amendments or changes to a confirmed rental agreement contract made by the contract holder will be subject to any booking amendment fees per the City's Fees and Charges Bylaw and subject to cancellation deadlines.

- 6) Cancellation deadlines are outlined in the conditions of use section of the contract rental agreement. Any cancellations not received within the timelines specified are subject to invoicing of the full amount of the rental, less any time that can be re-allocated to other renters.

### **Legal Requirements of Groups Renting City Facilities**

All user groups must have an account with the City, current Yukon Corporate Registries Certificate of Status, authorized contact, and legal billing address.

All user groups will be required to show proof of a minimum three million dollars (\$3,000,000) public liability insurance, naming the City of Whitehorse as an additional insured, prior to the first rental under each rental agreement contract. Failure to provide this documentation will result in immediate suspension from all City facilities; and with a possibility cancellation of future bookings.

### **Payment and Fees**

Fees and charges are established by Council. Upon approval by Council, R&FS shall, within a reasonable time, communicate the changes to respective user groups, however, it remains the responsibility of the user to consult the current fees and charges schedules in the published bylaw. Fees for R&FS are typically adjusted annually in September.

Payment in full is required at the time of booking unless otherwise specified; seasonal user groups with approved credit will be charged on a monthly basis. Payments are to be made on a monthly basis.

Overdue accounts are subject to an interest penalty at the standard City rate as set out in the Fees and Charges Bylaw, and may result in cancellation of allotted time and/or suspension from facility use.

A processing fee is applied to N.S.F cheques, cheque return, rejected pre-authorized credit card and EFT payments, and may result in cancellation of allotted time and/or suspension from facility use.

### **Refunds Will Be Granted Under the Following Conditions**

Refunds will be posted as credits on the user group's account. Users may request credits on account to be processed as refunds using the same payment method originally provided.

Full refunds are issued when R&FS is required to amend or cancel a booking/rental.

Summer ice is not eligible for refunds.

All refunds are subject to the City's existing policies or procedures.

### **Contract Cancellation/Changes by Municipality**

The City reserves the right to reasonably amend, postpone, reschedule or cancel any rental agreement contract.

1. In unforeseen circumstances such as emergencies, natural disasters, mechanical failure, or labour disputes, cancellations may occur without advance notice.  
In the event of a multi-day facility closure, the R&FS will communicate any redistribution of facility time to affected contract holders. The City will employ the priorities and procedures identified in this policy in the redistribution. In this instance, the City's decision is final and the appeal process does not apply.
2. The City reserves the right to cancel a rental agreement contract or portion thereof without notice or refund if the user group is in violation of any standing City policies or codes of conduct.
3. The City reserves the right to cancel a contract or portion of a contract for a previously unscheduled, significant, or high profile event approved by Council.

### **Transfers / Trades / Sub lease**

The practice of transferring, trading or sub-leasing facility space between contract holders is not permitted.

User groups may not transfer or assign their rental agreement contract, nor may they give use or permission to any person(s), groups or organization(s) without the City's consent. Any exchange of rented space must be facilitated by booking staff.

The City recognizes that last-minute changes to the intended use of the facility space may occur under infrequent and unforeseen circumstances and encourages user groups to make the City aware of these circumstances in a timely manner. The City must be aware of and be able to control the intended use of all facility space permitted within its facilities at all times. The booking staff must be notified by the contract holder if any space was not used or was used by someone other than the designated contract holder.

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