

SCHOOL SITE JOINT USE AND PLANNING AGREEMENT

BETWEEN:

THE CITY OF ST. ALBERT

- and -

THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION

- and -

**THE FRANCOPHONE REGIONAL AUTHORITY OF THE GREATER NORTH
CENTRAL FRANCOPHONE EDUCATION REGION**

- and -

THE ST. ALBERT SCHOOL DIVISION

- and –

THE STURGEON PUBLIC SCHOOL DIVISION

WHEREAS:

A. The Municipal Government Act (the “MGA”) and the Education Act require a municipality and any school board operating within the boundaries of the municipality to enter into and maintain a joint use and planning agreement;

B. A joint use and planning agreement must address matters specified in clauses (a) through (d) of subsection 670.1(3) of the MGA and may also, subject to the MGA and the Education Act and their regulations, contain any other provisions the Parties consider necessary or advisable;

C. It is the responsibility of the City to plan, develop, operate and maintain park and recreational land, and facilities for recreational purposes, and to organize and administer public recreational programs;

D. It is the responsibility of each of the Boards to develop and deliver educational programs and to provide facilities for these programs;

E. The joint use of City facilities and Board facilities is an important tool in providing educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby making the most effective use of the limited economic resources of the City and the Boards;

F. Section 666 of the Municipal Government Act provides that a Subdivision Authority may require as a condition of subdivision approval that the owner of a parcel of land that is being subdivided provide Reserve Land in an amount that may not exceed 10% of the

parcel of land being subdivided less any land required to be provided as environmental reserve;

G. Section 670 of the Municipal Government Act provides that where Reserve Land is required to be provided, the Subdivision Authority must specify the amount, type and location of Reserve Land and allocate the Reserve Land between the municipality and school authorities either in accordance with an agreement between the municipality and the school authorities or, in the absence of an agreement, in accordance with the needs of the municipality and school authorities as those needs are determined by the Subdivision Authority;

H. The Parties prefer to establish among themselves how their respective needs for and interests in Reserve Land will be determined, rather than each Party having to make submissions to the City's Subdivision Authority at the time of each application for subdivision of land, in respect of dedication of Reserve Land to them;

I. The Parties wish to create clarity, transparency, and consistency with respect to their agreed process for discussing, and where applicable, implementing methodologies for carrying out:

- (a) planning, development and use of School Sites on Reserve Land;
- (b) transfers of Reserve Land under section 672 or 673 of the MGA;
- (c) disposal of School Sites;
- (d) servicing of School Sites; and
- (e) agreements for the use of school facilities, municipal facilities and playing fields on Reserve Land including matters related to maintenance, payment of fees and other liabilities associated with such facilities.

J. In carrying out this Agreement and all discussions and actions respecting the matters specified in subsection 670.1(3)(a) of the MGA, the Parties intend to conduct themselves in accordance with the following pillars (the "Pillars"):

- (a) **Accountability** – Each Party is responsible for realistically identifying their respective needs for Reserve Land, recognizing that Reserve Land is a limited resource, and that the needs of the Parties must be balanced one against the other;
- (b) **Collaboration** – The Parties commit to making good faith efforts to collaborate and work cooperatively to best address the needs of current and future residents of the City not only for School Sites but also for park space, trails, open spaces and recreation or cultural facilities connected to or adjacent to School Sites. Where it appears possible to achieve synergies between capital projects of the City and one or more of the Boards, and/or where there is potential for synergies with a project of a private sector or non-profit sector entity, the Parties will make good faith efforts to explore

such synergies and, where appropriate, enter into agreements to implement them;

- (c) **Consultation & Communication** – It is only through regular, ongoing consultation and communication that the respective needs and interests of the Parties can be identified, explored, understood, and prioritized;
- (d) **Flexibility** – Reserve Land is a limited resource. The Parties must be open to new and different methods of meeting their respective needs. The Parties must be willing to compromise and be flexible; and
- (e) **Openness** – In order for the needs of the Parties to be properly identified, explored, understood, and prioritized, the Parties must be open and direct in communicating their needs.

K. In respect of provisions of this Agreement that address only the “process for discussing” matters specified in MGA subsection 670.1(3)(a) it is the objective of the Parties that such discussions will lead to definitive commitments and action plans in respect of those matters, and the Parties hereby commit to working diligently, collaboratively and in good faith in adherence to the Pillars set out above to achieve that objective;

NOW THEREFORE IN CONSIDERATION of the mutual commitment of the Parties to the principles contained in this Agreement regarding the joint use of facilities and planning of Reserve Land, the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement, the following terms and grammatical variations thereof shall be interpreted as having the following meanings when capitalized:

- (a) "Agreement" means this Agreement, including any schedules, as amended from time to time.
- (b) "Alberta Education" means the provincial department responsible for funding and providing support to the Boards or any successor department.
- (c) "Alberta Infrastructure" means the provincial department responsible for the provision of funds for the construction of new Schools or any successor department.
- (d) "Arbitration Act" means the *Arbitration Act*, RSA 2000, c. A-43, as amended from time to time and any successor legislation.
- (e) "Area Structure Plan" or "ASP" means a statutory plan, adopted by Council by bylaw, pursuant to section 633 of the Municipal Government Act, as amended from time to time.

- (f) "Boards" means Catholic Board, Francophone Board, Public Board and Sturgeon Board and the singular "Board" means any one of them.
- (g) "Catholic Board" means The Greater St. Albert Roman Catholic Separate School Division, or any successor board or authority.
- (h) "City" means the municipal corporation of the City of St. Albert or, where the context so requires, the area contained within the boundaries of the City.
- (i) "Chief Administrative Officer" or "CAO" means the person holding the office of Chief Administrative Officer of the City.
- (j) "Council" means the municipal council of the City.
- (k) "Dispute Resolution Process" means the dispute resolution process set forth in section 10 and Appendix B of this Agreement.
- (l) "Education Act" means the *Education Act*, SA 2012, c. E-0.3, as amended from time to time and any successor legislation.
- (m) "Effective Date" means June 1, 2026.
- (n) "Facility Plans" means the three (3) year capital and ten (10) year facility plans prepared by each of the Boards for Alberta Education.
- (o) "Francophone Board" means The Francophone Regional Authority of the Greater North Central Francophone Education Region (Conseil Scolaire Centre-Nord), or any successor board or authority.
- (p) "Land Use Bylaw" means the City's *Land Use Bylaw 18/2024*, as amended from time to time and any successor bylaw.
- (q) "Municipal Government Act" or "MGA" means the *Municipal Government Act*, RSA 2000, c. M-26, as amended from time to time and any successor legislation.
- (r) "Neighbourhood Plan" or "NP" means a Neighbourhood Plan as defined in and authorized by the City's *Neighbourhood Plan Bylaw 5/2022*, as amended from time to time and any successor bylaw.
- (s) "Parties" means the entities signing this Agreement collectively and Party shall mean one of the signatories.
- (t) "Pillars" means those fundamental concepts, set out in the recitals of this Agreement, that shall guide the discussions and actions of the Parties as they work together to meet the needs of residents of the City.
- (u) "Planning and Development Department" means the City department directly responsible for the evaluation and processing of Area Structure Plans, redistrictings, and subdivisions.

- (v) "Public Board" means The St. Albert School Division or any successor board or authority.
- (w) "Reciprocal Use" means the terms and conditions related to use of school facilities, municipal facilities and playing fields on Reserve Land, including matters relating to the maintenance of such facilities, booking of facilities and fields, payment of fees and other liabilities associated with such facilities as set out in Appendix A to this Agreement as amended from time to time by the Reciprocal Use Committee.
- (x) "Reciprocal Use Committee" means the committee established under section 7 of this Agreement to establish and oversee the terms of Reciprocal Use.
- (y) "Reciprocal Use Space" means any facility, outdoor amenity, or playground identified in Appendix A to this Agreement as being available for Reciprocal Use.
- (z) "Recreation and Parks Department" means the City department directly responsible for the administration of Reciprocal Use between the City and the Boards.
- (aa) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as such terms are defined in the Municipal Government Act.
- (bb) "School Site Allocation Report" or "SSAR" means the report described in subsection 3.2(f) of this Agreement.
- (cc) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board.
- (dd) "School Site" means a portion of Reserve Land that has been transferred to a Board or identified for transfer to a Board in accordance with the provisions of this Agreement, that includes:
 - (i) the School building envelope;
 - (ii) any parking, loading or drop-off facilities;
 - (iii) any landscaped yards required by the City's Development Authority (or by the Subdivision and Development Appeal Board or the Land and Property Rights Tribunal on appeal) as a condition of a development permit for a School development;
 - (iv) lands necessary to allow for a proposed or future playground equipment site; and

- (v) such additional land as may reasonably be required for future temporary (e.g., modular) or permanent expansion of the school building or accessory buildings.
- (ee) "School Site Inventory" or "Inventory" means an inventory prepared and updated annually by the City in accordance with this Agreement, or in accordance with any prior agreement between the City and one or more of the Boards related to School Site Allocation, showing the Reserve Lands that the City deems to be potential School Sites available for allocation to a Board by the Site Allocation Committee.
- (ff) "Site Allocation Committee" means the committee established under section 5 of this Agreement.
- (gg) "Sturgeon Board" means The Sturgeon Public School Division or any successor board or authority.
- (hh) "Subdivision Authority" means the subdivision authority appointed by the City in accordance with the MGA.
- (ii) "Superintendent" means the chief executive officer of a Board.

2. [DELETED]

3. SCHOOL SITE IDENTIFICATION

- 3.1 Sections 3 to 5 of this Agreement do not apply to the Sturgeon Board and any reference to Board(s) contained in these sections does not include the Sturgeon Board.
- 3.2 The provisions set out in this section 3.2 apply to establishing a framework for discussion between the Parties concerning identification of potential School Sites on Reserve Land, and to implementing a process for identifying School Sites available for the Boards:
 - (a) In order to establish a baseline for discussion of the School Site needs of the Boards, when preparing or working with a developer on preparation of an ASP or NP or an amendment to an ASP or NP, in respect of which a majority of the plan area is designated for residential use, the City will require at least one suitable site large enough to accommodate a School and an adjacent community park that conforms to the City's Parks and Open Space Standards and Guidelines and to any standards set forth in this Agreement for School Sites. The number, size and location of the identified School Sites (and if applicable, adjacent community park sites) in an ASP or NP or in an amendment to an ASP or NP will be based on the best information available to the City and Boards regarding their respective needs and their population and student enrollment projections at the time the ASP, NP or amendment thereto is prepared. It is acknowledged by the Parties that Council has the ultimate authority to amend any ASP Bylaw at

any time, including amendments that may change the number, size or location of previously identified School Sites or remove such sites altogether from the ASP. Likewise, it is acknowledged by the Parties that the Director of the Planning and Development Department has authority to approve and amend a NP at any time, typically including more detailed and specific planning considerations which are consistent with an approved ASP.

- (b) When land is subdivided, the City will cause the Planning and Development Department to recommend that the Subdivision Authority (or the Subdivision and Development Appeal Board or the Land and Property Rights Tribunal on appeal):
 - (i) require that, as a condition of subdivision approval, the maximum amount of Reserve Land allowed under the MGA be dedicated immediately or deferred for future dedication; and
 - (ii) that all Reserve Land be dedicated upon registration of the relevant subdivision plan as municipal reserve.
- (c) The City may collect money-in-lieu of land dedication at the time of subdivision in accordance with the policies of the City. All money-in-lieu of land dedication shall be paid to the City. All money-in-lieu of land dedication shall be allocated as allowed under the MGA at the sole discretion of the City.
- (d) The Boards will be responsible for articulating to the City their School Site requirements and for providing further information about their School Site requirements to the City on an ongoing basis when requested to do so, in a timely and understandable fashion. At minimum, the Boards shall provide the City with a copy of their respective Facility Plans on an annual basis.
- (e) The City will to the best of its ability, given the constraints of the MGA, the evolving nature of information available as to the needs of the Parties and the changing demographics of the community over time, plan for enough adequately sized School Sites to meet the needs of the Boards.
- (f) In the first quarter of the City's fiscal year, the City, working collaboratively with the Boards, will conduct a review of potential School Sites and community park sites and prepare and deliver to the Boards a School Site Allocation Report (herein referred to as "SSAR") containing an updated School Site Inventory (herein referred to as the "Inventory"). The purpose of the Inventory is to identify for the Site Allocation Committee what Reserve Land (or other land in the case of a proposed substitution of land pursuant to clause (g) of this section) is available to be allocated for construction of a School, with the objective of assisting a Board that receives such a Reserve Land allocation in its efforts to secure firm funding commitments from the Province of Alberta for construction of a new School. The SSAR will be made available to the public in compliance with the City's public engagement policies or guidelines. At this time, the City will also share the

balance of any money-in-lieu of land funds. The Boards will have an opportunity to provide their input on the use of such funds, but the City retains full and sole discretion to allocate money-in-lieu of land dedication in accordance with the MGA.

- (g) When preparing the updated Inventory for an annual SSAR the City shall not remove from the Inventory a site identified in an iteration of the Inventory associated with a previous annual SSAR except where that site was not allocated within the 20-year allocation period contemplated under clause (j) of this section, or in conjunction with a City proposal for new land to substitute for land that the City wishes to remove from the Inventory before the expiry of the 20-year allocation period. Land that the City proposes in substitution for land to be removed from the Inventory must be a reasonable substitute for the removed land.
- (h) In determining whether to include any Reserve Land in the Inventory the City may take into account any information or factor it considers relevant, including without limitation:
 - (i) whether Reserve Land is identified as a potential School Site in an approved ASP;
 - (ii) the capital spending plans of each Board;
 - (iii) any guidance or tentative funding commitments from Alberta Education, Alberta Infrastructure or other provincial department, as applicable;
 - (iv) alternative or competing claims or desires for the Reserve Land from other stakeholders including the City itself; and
 - (v) the extent to which one or more Boards have lands available (or have agreements with third parties to acquire) for School Sites any land that is not Reserve Land.
- (i) The City's decision to include or not include any Reserve Land in the Inventory may be challenged by any Board through the Dispute Resolution Process set out in this Agreement, only on the basis of an allegation that the City's decision was patently unreasonable.
- (j) Subject to clauses (f), (g) and (k) of this section 3.2, Reserve Land added to the Inventory shall remain in the Inventory until the end of the twentieth calendar year following the year it first appeared in the Inventory. Any Reserve Land that has not been allocated to a Board for School construction purposes within that twentieth-year time period may be removed from the Inventory in the next following SSAR. For Reserve Land that was added to an Inventory under a prior agreement between the City and one or more of the Boards, the 20-year allocation period starts to run from the time the site was first identified as being available. If the 20-year

period has expired and the City intends to remove Reserve Land from the Inventory, the City must first give notice to the Boards and provide them a reasonable opportunity to request the Reserve Land remain on the Inventory based on a need for School Sites at that time. Notwithstanding the foregoing, Reserve Land that is included and has been part of a Board's capital plan for at least 2 years prior to the expiry of the 20-year allocation period and at least one of the following conditions occur:

- (i) provincial funding is approved for the School Site, or
- (ii) legislative changes are made which are applicable to the allocation of the School Site,

shall not be removed from the Inventory at any time unless the respective Board has agreed to its removal.

- (k) After having given notice of a proposed substitution of land in the Inventory pursuant to clause (g) of this section and having afforded the Boards a reasonable opportunity to discuss with each other and with the City the proposed land substitution, the City may, at any time upon written notice to all of the Boards, advise that the Reserve Land specified in the notice will be removed from the Inventory and replaced with other land owned by the City that the City will make available for nominal consideration for the purpose of School construction if that land is allocated for that purpose to a Board by the Site Allocation Committee. Any Board may challenge the City's choice of substitute land for the Inventory using the Dispute Resolution Process in this Agreement, and if the challenge is successful then the City's intended removal of Reserve Land from the Inventory will not take place, provided that the City may make the same or a similar proposal for substitution of land in the Inventory in conjunction with a future SSAR.
- (l) School Sites must meet the following criteria to be included in the Inventory:
 - (i) Sites must be serviced to the property line with sufficient services to reasonably serve a School at that location, or reasonably anticipated to be capable of having such services by the time of transfer to the relevant Board;
 - (ii) Geotechnical information must be available for the Sites; and
 - (iii) Sites must be suitable for the purposes of development.
- (m) The City will cooperate with the Boards to complete any checklist or related documentation for School Site preparation required by the Province of Alberta.
- (n) School Sites shall not be identified in an SSAR as being available to only one Board.

- (o) Neither the City nor the developer shall determine what type of School is to be constructed on a School Site, unless a determination was made in an ASP prior to the Effective Date of this Agreement, or the Parties otherwise agree.
- (p) The City is free to dispose of any Reserve Land that is not in the Inventory, in any manner and for any purpose allowed under the MGA, without the need for consent or approval from any Board.
- (q) Notwithstanding any other provision of this Agreement:
 - (i) if the Council makes an amendment to an ASP that has the effect of removing a School Site from the ASP, then if that School Site has not yet been allocated to a Board it shall be removed from the Inventory and in such case the City shall consider providing another site in substitution thereof;
 - (ii) if the Council makes an amendment to an ASP that has the effect of adjusting the size or location of a School Site, then the description of the School Site in the Inventory (or as allocated by the Site Allocation Committee) shall be deemed adjusted to conform with the amended ASP; and
 - (iii) if the City believes that there is a pressing need to substitute other land for a School Site in the Inventory, at a time that does not fit with the annual SSAR cycle, then the City may make a proposal to the Boards for such substitution without awaiting the normal time for an annual updated Inventory, and in such case all the provisions of this Agreement respecting substitution of land for a School Site in the Inventory shall apply with all necessary modifications.
- (r) The Parties commit to work cooperatively during the School Site planning process to address the needs of the Boards for School Sites.

4. SCHOOL SITE ALLOCATION PROCESS

- 4.1 Subject to sections 4.2 and 4.3 of this Agreement, the Site Allocation Committee will determine the allocation of a School Site from the Inventory to a Board for construction of a School, and upon such allocation the site will be removed by the City from the Inventory.
- 4.2 If there are competing claims between two (2) or more Boards for allocation of a School Site, the Boards shall, at their own cost, resolve the question of site allocation between themselves using, if necessary, the Dispute Resolution Process. For greater clarity, the City is not a Party to a dispute arising under this section and shall bear no costs under the Dispute Resolution Process.
- 4.3 Once a School Site is allocated to a Board, if construction has not commenced within five years of allocation, the allocation is no longer in effect, the City will return

the School Site to the Inventory and it will become available for allocation to the same Board at a later time or to another Board. For School Sites that are already allocated to a Board as of the Effective Date of this Agreement, the Board shall have five (5) years from the Effective Date to commence construction of the School Site, failing which the allocation ceases to be in effect, the School Site will be returned by the City to the Inventory and will become available for allocation to the same Board at a later time or to another Board. If a School Site is returned to the Inventory pursuant to this section 4.3, it does not restart the 20-year allocation period outlined in subsection 3.2(j) and the 20 years continues to run from the time the School Site was first identified on an Inventory.

4.4 The City will transfer a School Site to a Board after:

- (i) the Site Allocation Committee has allocated the School Site to the Board for construction of a School;
- (ii) the Board has forwarded to the City the written approval of funding for School construction on the School Site that it has received from the Province of Alberta;
- (iii) the School Site has been districted so that a School is a permitted or discretionary land use under the Land Use Bylaw;
- (iv) the Board has an approved development permit for the School and has submitted building plans for the School to the City for review; and
- (v) a plan of survey has been endorsed by which the School Site will be subdivided from Reserve Land (if applicable) and registered at the Land Titles Office as School Reserve.

4.5 The City will pay the following costs associated with the transfer of a School Site to a Board: the costs of applying for subdivision, the costs of preparing any subdivision plan, and costs associated with registering the transfer and other required documents at the Land Titles Office.

4.6 If a Board concludes that it no longer requires a School Site previously transferred to it by the City and declares that the School Site is surplus to the Board's needs, the Board shall transfer the School Site back to the City in accordance with the MGA and other applicable legislation. The transfer to the City shall be made within one hundred and eighty (180) days of the later of the Board's declaration or ministerial approval of the declaration. The City shall take the School Site as is, where is, including any buildings on the School Site. The land shall be transferred to the City at no additional cost to the City save and except for the cost of registering the transfer of land. Upon transfer of the School Site back to the City, the City shall return the land to the Inventory and it will again become available for allocation to another Board.

5. SITE ALLOCATION COMMITTEE

- 5.1 The Parties hereby establish the Site Allocation Committee. The voting members of the Site Allocation Committee are the Superintendents of each Board (or their designates). The CAO (or designate) is also entitled to attend at meetings of the Site Allocation Committee and participate in its discussions but does not have a vote.
- 5.2 The role of the Site Allocation Committee is to:
- (a) review the Facility Plans of each of the Boards annually;
 - (b) determine how School Sites that are on the School Site Inventory or anticipated to be added to the School Site Inventory might be allocated among the Boards based on the annual review of the updated Facility Plans of the Boards;
 - (c) review proposed ASPs (and where applicable, Neighbourhood Plans) or amendments to ASPs (and where applicable, Neighbourhood Plans) in order to advise the City on whether a proposed plan or amendment reflects the identified needs of the Boards;
 - (d) contribute to the completion of the annual SSAR; and
 - (e) subject to section 4.2 of this Agreement, allocate School Sites among the Boards.
- 5.3 The Site Allocation Committee shall meet at least once annually. Additional meetings may be scheduled as required.
- 5.4 The Chairperson of the Site Allocation Committee shall be chosen by its voting members prior to the commencement of each meeting.
- 5.5 The City shall provide at its own cost the necessary personnel and resources to support meetings of the Site Allocation Committee and maintain its minutes and other records.
- 5.6 The Site Allocation Committee shall adopt such rules of procedure as may be agreed upon by its members, consistent with any rules prescribed by Alberta Education and/or Alberta Infrastructure.
- 5.7 Minutes shall be kept by City's administrative support for all meetings of the Site Allocation Committee. Copies of the minutes of the meetings shall be provided to all Parties within ten (10) business days of the meeting.
- 5.8 As soon as reasonably practical after the Effective Date, the Site Allocation Committee shall meet with City representatives to discuss and clarify the process for the review and circulation of information on proposed Area Structure Plans (and where applicable, Neighbourhood Plans) and amendments to Area Structure Plans (and where applicable, Neighbourhood Plans).
- 5.9 Members of the Site Allocation Committee may bring to the meetings of the Site Allocation Committee additional staff from the Boards, as necessary, to provide

assistance to the members of the Site Allocation Committee in the carrying out of their responsibilities under this Agreement.

6. RECIPROCAL USE

- 6.1 The initial terms of Reciprocal Use are set out in Appendix A to this Agreement.
- 6.2 Fees shall not be charged by the Parties for Reciprocal Use, except as outlined in Appendix A to this Agreement.

7. RECIPROCAL USE COMMITTEE

- 7.1 The Parties hereby establish the Reciprocal Use Committee. The voting members of the Reciprocal Use Committee are the Chief Administrative Officer (or designate) and the Superintendents (or designates) of each of the Boards.
- 7.2 The Parties hereby delegate the authority to amend the terms of Reciprocal Use as set out in Appendix A to the Reciprocal Use Committee.
- 7.3 Any amendments to the terms of Reciprocal Use must be approved by the CAO (or designate) and a majority of the other members (or designates) of the Reciprocal Use Committee, unless Appendix A states otherwise.
- 7.4 Changes to the terms of Reciprocal Use will be captured in minutes of the Reciprocal Use Committee and the City will maintain an updated version of Appendix A that reflects those amendments. In addition, the amendments to Appendix A will be reflected in this Agreement every five (5) years, consistent with the review cycle outlined in section 8.2.
- 7.5 The role of the Reciprocal Use Committee shall be to:
 - (a) review the terms of Reciprocal Use as set forth in Appendix A and approve amendments to the terms of Reciprocal Use where appropriate;
 - (b) provide a forum to discuss issues of mutual interest related to Reciprocal Use;
 - (c) address operational concerns related to Reciprocal Use identified by the Parties or the public; and
 - (d) report annually to the Parties on Reciprocal Use and amendments to the terms of Reciprocal Use.
- 7.6 The Reciprocal Use Committee shall meet at least once annually to review the terms of Reciprocal Use. Additional meetings may be scheduled if required.
- 7.7 The Chairperson of the Reciprocal Use Committee shall be chosen by its voting members prior to the commencement of each meeting.

- 7.8 The City shall provide at its own cost the necessary personnel and resources to support meetings of the Reciprocal Use Committee and maintain its minutes and other records.
- 7.9 The Reciprocal Use Committee shall adopt such rules of procedure as may be agreed upon by its members.
- 7.10 Minutes shall be kept by the City's administrative support for all meetings of the Reciprocal Use Committee. Copies of the minutes of the meetings shall be provided to all Parties within fifteen (15) business days of the meeting.
- 7.11 Members of the Reciprocal Use Committee may bring to the meetings of the Reciprocal Use Committee additional staff from the City and/or the Boards, as necessary, to provide assistance to the members of the Reciprocal Use Committee in the carrying out of their responsibilities under this Agreement.
- 7.12 The Reciprocal Use Committee may delegate any of its responsibilities to a subcommittee or committees, except approval of amendments to Reciprocal Use, which must be approved by the Reciprocal Use Committee.

8. TERM

- 8.1 This Agreement shall be in force and effect as of the Effective Date and shall continue to be in effect until such time as it is amended by the Parties.
- 8.2 This Agreement shall be reviewed every five (5) years with the first such review scheduled to be conducted in 2031.
- 8.3 Except as provided otherwise herein, this Agreement shall not be modified, varied, or amended except by the written agreement of all of the Parties.

9. TERMINATION

- 9.1 No Party to this Agreement shall unilaterally terminate or withdraw from this Agreement unless an agreement of this nature is no longer required by the MGA or any other applicable legislation. If applicable legislation no longer requires an agreement of this nature, any Party may withdraw from this Agreement on notice to the other Parties, such notice to take effect on the later of 120 days following the date of such notice or on June 30th of the year in which notice is given.
- 9.2 If a Party believes this Agreement is no longer serving their interests, that Party shall give all other Parties written notice of their request to review this Agreement for the purpose of amending it, and such notice shall provide particulars of the amendments the requesting Party desires.
- 9.3 If written notice requesting a review for the purpose of amending this Agreement is sent, the Parties shall commence a review of this Agreement within 30 days of the date the last Party received the written notice and shall seek consensus on the amendments.

- 9.4 If within 120 days following commencement of the review referenced in section 9.3 the Parties have not agreed on amendments to this Agreement, then any Party may engage the Dispute Resolution Process.
- 9.5 This Agreement shall remain in effect during a review outlined in section 9.3 until such time as an amended agreement has been agreed upon by all Parties.

10. DISPUTE RESOLUTION

- 10.1 The Parties agree to work together in good faith to resolve any disputes arising between them as efficiently and cost effectively as possible.
- 10.2 The Parties shall:
- (a) make bona fide efforts to resolve all disputes by amicable negotiations;
 - (b) provide frank, candid and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations; and
 - (c) respect the Pillars set out in this Agreement.
- 10.3 Any disputes under this Agreement that cannot be resolved under this section 10 shall be resolved in accordance with Appendix B.

11. ADDRESS FOR NOTICES

- 11.1 Any notices under this Agreement given to the City and to the Boards shall be deemed to be sufficiently given if personally delivered or sent by prepaid registered mail addressed as follows:

To the City at:

The City of St. Albert
3rd Floor, St. Albert Place
5 St. Anne Street
St. Albert, Alberta T8N 3Z9
Attention: Chief Administrative Officer

To the Catholic Board at:

The Greater St. Albert Roman Catholic Separate School Division
6 St. Vital Avenue
St. Albert, Alberta T8N 1K2
Attention: Superintendent

To the Francophone Board at:

The Francophone Regional Authority of the Greater North Central
Francophone Education Region
#322, 8627- 91 Street

Edmonton, Alberta T6C 3N1
Attention: Superintendent

To the Public Board at:

St. Albert School Division
60 Sir Winston Churchill Avenue
St. Albert, Alberta T8N 0G4
Attention: Superintendent

To the Sturgeon Board at:

Sturgeon Public Schools
Frank Robinson Education Centre
9820 - 104 Street
Morinville, AB T8R 1L8

or to any other address as may be designated in writing from time to time by the City and the Boards. Notice given by registered mail, if posted in Alberta, shall be deemed to have been received on the fifth business day following the date on which such notice is mailed. In the event of a postal strike, notice may only be given by personal delivery. Notices given by personal delivery shall be deemed to have been received on the next business day following the date of delivery.

12. SUCCESSORS

- 12.1 The terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the City and the Boards.

13. INTERPRETATION

- 13.1 Words expressed in the singular shall, where the context requires, be construed in the plural, and vice versa.
- 13.2 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

14. TIME OF THE ESSENCE

- 14.1 Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the City or the Boards is required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the City and the Boards.

15. NON-WAIVER

- 15.1 The waiver of any covenants, condition or provision hereof must be in writing. The failure of any Party, at any time, to require strict performance by the other Party of

any covenant, condition or provision hereof shall in no way affect such Party's right thereafter to enforce such covenant, condition or provision, nor shall the waiver by any Party of any breach of any covenant, condition or provision hereof be taken or held to be a waiver of any subsequent breach of the same or any covenant, condition or provision.

16. NON-STATUTORY WAIVER

- 16.1 The City in entering into this Agreement is doing so in its capacity as a municipal corporation and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the City of any approval or permit as may be required pursuant to the MGA and any other Act in force in the Province of Alberta. The City, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the City, its Council, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a municipal government, as a municipal council and as the officers, servants and agents of a municipal government.
- 16.2 Each Board in entering into this Agreement is doing so in its capacity as a School Board and not in its capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta and nothing in this Agreement shall constitute the granting by the Board of any approval or permit as may be required pursuant to the Education Act and any other Act in force in the Province of Alberta. The Board, as far as it can legally do so, shall only be bound to comply with and carry out the terms and conditions stated in this Agreement, and nothing in this Agreement restricts the Board, its Board of Trustees, its officers, servants or agents in the full exercise of any and all powers and duties vested in them in their respective capacities as a School board and as the officers, servants and agents of a School Board.

17. SEVERABILITY

- 17.1 If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

18. FORCE MAJEURE

- 18.1 Force majeure shall mean any event causing a *bona fide* delay in the performance of any obligations under this Agreement (other than as a result of financial incapacity) and not caused by an act, or omission, of either party, or a person not at arm's length with such party, resulting from:

- (a) an inability to obtain materials, goods, equipment, services, utilities or labour;
- (b) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the Parties;
- (c) an inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
- (d) a strike, lockout, slowdown, or other combined action of works;
- (e) an act of God.
- (f) No Party shall be liable to the other Parties for any failure to comply with the terms of this Agreement if such failure arises due to force majeure.

19. INSURANCE

- 19.1 Throughout the term of this Agreement, the Parties shall at all times carry and continue to carry comprehensive general liability insurance in the amount of not less than FIVE MILLION (\$5,000,000) DOLLARS per occurrence on an occurrence form, which shall include:
- (a) Bodily injury, personal injury, death and damage to property;
 - (b) The other Parties as additional insureds;
 - (c) Contingent employer's liability; and
 - (d) A severability of interests' clause, a cross-liability clause, and an undertaking by the insurer to notify the other Parties of any cancellation of the insurance.
- 19.2 Throughout the term of this Agreement, the Parties shall at all times carry and continue to carry all risk property insurance in an amount sufficient to cover the replacement of that Party's Reciprocal Use Spaces.
- 19.3 Throughout the term of this Agreement, the Parties shall at all times carry and continue to carry such other forms of insurance which a prudent party under similar circumstances would carry.
- 19.4 At all times when requested by any of the other Parties, each Party shall provide the others with proof of insurance as required by this Agreement.
- 19.5 The Parties may from time to time agree to amend the insurance requirements set forth in this Agreement including by requiring higher coverage amounts or by requiring additional types of insurance coverage.

20. INDEMNIFICATION

20.1 Each Party (the "Indemnifying Party") to this Agreement shall indemnify and hold harmless the other Parties (the "Non-Indemnifying Parties"), their employees, servants, volunteers, and agents from any and all claims, actions and costs whatsoever that may arise directly or indirectly out of any act or omission of the Indemnifying Party, its employees, servants, volunteers or agents in the performance and implementation of this Agreement, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, servants, volunteers or agents. This obligation is in addition to the indemnity provisions set forth in Appendix A of this Agreement.

The City and the Boards hereby execute this Agreement by the hands of their respective, duly authorized signatories.

THE CITY OF ST. ALBERT

Per: _____
Mayor

Per: _____
Chief Administrative Officer

**THE GREATER ST. ALBERT ROMAN CATHOLIC
SEPARATE SCHOOL DIVISION**

Per: _____
Chair

Per: _____
Superintendent

**THE FRANCOPHONE REGIONAL AUTHORITY OF THE
GREATER NORTH CENTRAL FRANCOPHONE
EDUCATION REGION**

Per: _____
Chair

Per: _____
Superintendent

THE ST. ALBERT SCHOOL DIVISION

Per: _____
Chair

Per: _____
Superintendent

THE STURGEON PUBLIC SCHOOL DIVISION

Per: _____
Chair

Per: _____
Superintendent

APPENDIX A

RECIPROCAL USE OPERATING DIRECTIVES

1. Definitions

- 1.1. In addition to the definitions set out in the Agreement, in this Appendix, the following terms and grammatical variations thereof shall be interpreted as having the following meanings when capitalized:
- (a) "Allowable Activities" means those activities that have been approved for Reciprocal Use Space in accordance with section 5 in this Appendix.
 - (b) "Board Reciprocal Use Spaces" means those Reciprocal Use Spaces identified in Tables 2, 3, 4 and 5 of this Appendix.
 - (c) "Booking" means an agreement authorizing use of Reciprocal Use Space at a specific time and date for a specific purpose.
 - (d) "Community User Group" means any group that is not a School User Group that fits within the eligibility criteria set out within this Appendix.
 - (e) "City Reciprocal Use Spaces" means those Reciprocal Use Spaces identified in Table 1 of this Appendix.
 - (f) "Facilities" means any indoor Reciprocal Use Space that has been developed to accommodate recreational or sporting activities, including but not limited to courts, gymnasiums, aquatics, ice surfaces, meeting spaces, social areas, and arts spaces.
 - (g) "Outdoor Amenities" means any outdoor Reciprocal Use Space that has been developed to accommodate recreational or sporting activities, including but not limited to, outdoor natural turf fields, diamonds, courts and tarmacs, and track and field.
 - (h) "Playground" means any area and associated infrastructure, or part thereof, designated for outdoor play by children.
 - (i) "Playground Resource Manual" means the City document outlining standards and processes for City support to Board Playgrounds.
 - (j) "Professional Development Day" means the dates as defined by Board calendars, annually.
 - (k) "Reciprocal Use Spaces" means any Facilities or Outdoor Amenities made available by the Parties for use under this Appendix.

(l) “School Site Maps” means the maps maintained by the City for all developed School Sites showing the adjacent park spaces and identifying the Outdoor Amenities on each site.

(m) “School User Group” means any group of students and or staff from a Board that fits within the eligibility criteria set out within this Appendix.

(n) “Service Standard” means the levels of service provided by the Parties as established through their respective governance processes.

2. Communication and Coordination

2.1. The Parties will communicate any changes in operation that may impact access to Reciprocal Use Spaces in a timely manner, this includes changes to the availability of Reciprocal Use Space or Allowable Activities.

2.2. The Parties will inform each other, and coordinate, to the extent reasonably possible, capital planning relating to their Reciprocal Use Space, including but not limited to addition or removal of Facilities and Outdoor Amenities.

2.3. Each of the Parties shall provide a point of contact to provide oversight and support in implementing the terms of this Appendix. The Boards may, in their discretion, delegate this responsibility to the school level.

2.4. Before introducing a new or expanded program which may impact the use of Reciprocal Use Spaces the Parties shall take reasonable steps to enter into discussions through the Reciprocal Use Committee regarding such programs.

2.5. The City will maintain the School Site Maps, update them as needed, and provide a copy of them to the Boards upon request.

2.6. The Parties will report through the Reciprocal Use Committee, at least once per year, on matters that include but are not limited to:

- a. Cancellations (including no-shows) within their respective Reciprocal Use Spaces;
- b. Playground conditions and maintenance;
- c. Usage of Reciprocal Use Spaces; and
- d. Updates or changes to School Site Maps.

3. Reciprocal Use Spaces

3.1. The following Facilities and Outdoor Amenities listed in Table 1 are City Reciprocal Use Spaces:

Table 1: City Reciprocal Use Spaces

RECIPROCAL USE SPACE	OPERATING NOTES
Arden Theatre	
City Arts Space	
Fountain Park Recreation Centre	
Grosvenor Pool	
Ball Diamonds	
Tennis & Pickleball Courts	Excluding Mission Park Courts.
Outdoor Natural Turf Fields	
Outdoor Rinks	Rink Shack access available during posted operating hours.
Fowler Athletic Park	
Clubhouses	Excluding Mission Park Clubhouse.
Jarome Iginla & Kinex Arenas	Access to dressing rooms and warm up space is included in the ice time Bookings
Servus Credit Union Place	Access to the dressing rooms adjoining each area included in the Booking Excluding Social Ice, Landrex Water Play Centre, Fitness and Wellness Centre, Meeting Rooms, and Track and Training Center
Larry Olexiuk Artificial Turf Field	

3.2. The School Sites identified in Tables 2, 3, 4 and 5, including any Facilities and Outdoor Amenities located thereon, are Board Reciprocal Use Spaces:

Table 2: Catholic Board Reciprocal Use Spaces

ADDRESS	FACILITY	OUTDOOR AMENITIES*	PLAYGROUNDS
50 Gainsborough Avenue	Albert Lacombe Elementary	Grosvenor-BD3S Grosvenor-SF4S Grosvenor-SF5S	Central Pod PG-SC-020
175 Larose Drive	Bertha Kennedy	Larose - BD1	North Pod PG-SC-030-1 South Pod PG-SC-030-2
196 Deer Ridge Drive	J. J. Nearing Elementary		North Pod PG-SC-010-1 South Pod PG-SC-010-2
100 Sir Winston Churchill Avenue	Ecole Sacre Coeur		Southeast Pod PG-SC-050
51 Boudreau Road	Ecole Secondaire Saint Marguerite D'Youville Junior High		N/A
60 Woodlands Road	Neil M. Ross Elementary		East Pod PG-SC-070-1 West Pod PG-SC-070-2
65 Sir Winston Churchill Avenue	Richard S. Fowler Junior High		N/A
1 Joyal Way	Sister Alphonse Academy		Southeast Pod PG-SC-080-2 Southwest Pod PG-SC-080-1
33 Malmo Avenue	Ecole Secondaire St. Albert Catholic High	Mission Park-SF	N/A
20 Mont Clarie Place	Vincent J. Maloney Junior High	Mission Park-SF Mission Park-BR	N/A
39 Sunset Boulevard	Holy Family Elementary	Salisbury – SF2 Salisbury - SF4	Northeast Pod PG-SC-060-1 Southwest Pod PG-SC-060-2

ADDRESS	FACILITY	OUTDOOR AMENITIES*	PLAYGROUNDS
		Salisbury - SF5	
* As referenced on School Site Maps.			

Table 3: Public Board Reciprocal Use Spaces

ADDRESS	FACILITY	OUTDOOR AMENITIES*	PLAYGROUNDS
49 Giroux Road	Bellerose Composite High	Dorchester TC1-2	N/A
25 Akins Drive	Elmer S. Gish Elementary & Junior High		East Pod PG-SP-010-1 West Pod PG-SP-010-2
200 Jensen Lakes Boulevard	Joseph M. Demko Elementary		North Pod PG-SP-110-1 South Pod PG-SP-110-2
40 Woodlands Road	Kinosayo Elementary	Willoughby-SF2	North Pod PG-SP-090-1 South Pod PG-SP-090-2
10 Sycamore Avenue	Leo Nickerson Elementary		East Pod PG-SP-080-1 West Pod PG-SP-080-2
4 Fairview Blvd	Lorne Akins Junior High	FFP-BD1 FFP-SF	N/A
120 Everitt Drive	Lois E. Hole Elementary		North Pod PG-SP-100-1 Central Pod PG-SP-100-2 South Pod PG-SP-100-3
110 Deer Ridge Drive	Muriel Martin Elementary		Northwest Pod PG-SP-030-1 Southeast Pod PG-SP-030-3 Southwest Pod PG-SP-030-2

ADDRESS	FACILITY	OUTDOOR AMENITIES*	PLAYGROUNDS
12 Cunningham Road	Paul Kane High	FFP-BD2 FFP-BD3	N/A
50 Grosvenor Boulevard	Hillgrove Campus	Grosvenor – BD1N Grosvenor – SF2N	North Pod PG-SP-050-1 South Pod PG-SP-050-2
15 Langley Avenue	Ronald Harvey Elementary		East Pod PG-SP-070-1 West Pod PG-SP-070-2
61 Sir Winston Churchill Avenue	Sir Alexander MacKenzie Elementary	SAM-SF1 SAM-SF2	East Pod PG-SP-020-3 NW/NE Swings PG-SP-020-1 West Pod PG-SP-020-2 South Pod PG-SP-020-4
58 Grenfell Avenue	Wild Rose Elementary		Northwest Pod PG-SP-060-2 Northeast Pod PG-SP-060-3 South Pod PG-P-060-1
149 Larose Drive	W. D. Cuts Junior High	Larose – TC 1-2 Larose – PBC 1-6	N/A
* As referenced on School Site Maps.			

Table 4: Francophone Board Reciprocal Use Spaces

ADDRESS	FACILITY	OUTDOOR AMENITIES*	PLAYGROUNDS
30 Erin Ridge Drive	Ecole Alexandre -Tache	N/A	N/A
40 Heritage Drive	Ecole la Mission	N/A	N/A
* As referenced on School Site Maps.			

Table 5: Sturgeon Board Reciprocal Use Spaces

ADDRESS	FACILITY	OUTDOOR AMENITIES*	PLAYGROUNDS
50 Hogan Road	Sturgeon Heights School		North Swing Pod PG-SS-010-1 Southeast Pod - PG-SS-010-2 Southeast Swing Pod - PG-SS-010- 3 Southwest Pod - PG-SS-010-4 South Swing Pod- PG-SS-010-5
* As referenced on School Site Maps.			

3.3. The spaces within the Board Facilities identified in Tables 2, 3, 4 and 5 that are available for Booking include access to gymnasiums, regular classrooms, and lunchrooms. All other spaces require Board approval, in the Board's sole discretion, before Booking.

4. Reciprocal Use Hours

4.1. The regular times during which Bookings can be made for Reciprocal Use Spaces shall be made in accordance with Table 6:

Table 6: Regular Bookable Time

Space Type	Bookable Days	Bookable Hours	
Board Reciprocal Use Spaces	Monday - Friday	K-6 16:30-22:00 7-12 18:30-22:00	
	Saturday	08:00-17:00	
City Reciprocal Use Spaces	Monday - Friday	08:00-17:00	

4.2. Notwithstanding section 4.1 of this Appendix and the hours set out in Table 6:

- (a) The Parties may set specific bookable hours based on their operational needs for their respective Reciprocal Use Spaces;
- (b) All Board Facilities will not be available on Professional Development Days; and
- (c) Board Reciprocal Use Spaces will not be available on days on which the applicable Board is not open for regular classes (ex. summer vacation, spring break, statutory holidays and related closures).

4.3. Notwithstanding sections 4.1, 4.2 and 7.4 of this Appendix, the City shall set and control the bookable hours for the Boards' Outdoor Amenities identified in Tables 2, 3, 4 and 5. The regular time to book these Outdoor Amenities shall be the same hours as set for the City Reciprocal Use Spaces in Table 6 of this Appendix, subject to change by the City only. Section 4.2 does not apply to these Outdoor Amenities.

5. Allowable Activities

5.1. The Allowable Activities for Facilities shall be in accordance with Table 7:

Table 7: Activities in Facilities

Space	Allowable Activities	Prohibited Activities	Require Pre-Approval
Board Reciprocal Use Spaces: Gymnasium	<ul style="list-style-type: none"> • Basketball • Volleyball • Badminton • Soccer U-10 and under • Rugby U-10 and under • Fitness/dryland training and dance/gymnastic/cheer activities 	<ul style="list-style-type: none"> • Baseball • Fastball • Football • Lacrosse • Rugby • Ball/Floor Hockey • Soccer • Use of climbing walls 	<ul style="list-style-type: none"> • Large Public Assemblies (e.g., Fundraisers, Craft shows, Trade shows) • Social Functions (e.g., dances, cultural or family gatherings)
Board Reciprocal Use Spaces: Other	<ul style="list-style-type: none"> • Meetings 		<ul style="list-style-type: none"> • All other activities.
City Reciprocal Use Spaces	As determined by the City at the time of Booking		

5.2. Notwithstanding section 5.1 of this Appendix and the Allowable Activities set out in Table 7, the Parties may determine from time to time whether a particular use

will be permitted in their Reciprocal Use Spaces. A refusal of an activity may be appealed to:

- a. in the case of a Board Reciprocal Use Space, to the Superintendent or their designate; and
- b. in the case of a City Reciprocal Use Space, to the Director of Recreation and Parks or designate.

6. Fees for Reciprocal Use Spaces

- 6.1. No Party shall charge a fee for Bookings under this Appendix except as set out herein.
- 6.2. The following fees may be charged for Reciprocal Use Spaces as set out in Table 8:

Table 8: Fees and Charges

Item	Fee	Paid To
Performance Arena	\$50/hr	City
School User Group Cancellations	As established by the City in alignment with its Sport Partner rate for that amenity, or in the case of Aquatics based on facility and program.	City
Community User Group Cancellations	\$50/incident	City, collected fees remitted annually to the respective Board
Specialized Training or Programming	As established by the City from time to time	City
Use of Specialized Equipment	As established by the City from time to time	City
Special Requests	As determined by the Reciprocal Use Space owner, based on the request.	City
Aquatics	General Swimming As established by the City from time to time Swimming Lessons	City

Item	Fee	Paid To
	As established by the City from time to time	
Arden Theatre	As established by the City from time to time	City
City Arts Space	As established by the City from time to time	City

6.3. School User Group related fees will be charged to the Board that made the Booking or at the individual school level, as directed by the Board.

7. Changes

7.1. Any Party may add or remove sites owned by that Party from or to the Reciprocal Use Spaces from time to time on 14 days notice to the other Parties.

7.2. New spaces that are generally of the nature of Reciprocal Use Spaces shall automatically be included in a Party's Reciprocal Use Spaces after one (1) year of operation, or earlier at the option of that Party, unless that Party notifies the other Parties that the new space will not be included in that Party's Reciprocal Use Spaces.

7.3. Notice of the removal of a site or exclusion of a new site from a Party's Reciprocal Use Spaces shall include reasons for such removal or exclusion. The Party giving such notice shall take reasonable steps to make that notice publicly available.

7.4. Any Party may amend the available times for Bookings, Allowable Activities, or fees that may be charged for that Party's Reciprocal Use Spaces from time to time on 14 days notice to the other Parties.

8. Bookings

8.1. The Boards shall:

- a. Provide by June 30th of each year the times available for Booking at each Board Reciprocal Use Space.
- b. Ensure that Community User Groups have access to the relevant spaces for all confirmed Bookings, including ensuring that staff are present to allow access to Facilities.

8.2. The City shall:

- a. Schedule any Bookings of Board Reciprocal Use Spaces from time to time.

- b. Ensure that all Bookings comply with the terms of this Appendix.
- c. Administer all Bookings of Reciprocal Use Spaces, according to this Appendix and the availability of the applicable spaces.
- d. Notify the applicable Boards of all confirmed Community User Group Bookings.

9. Booking Agreements

- 9.1. The City shall ensure that all Community User Groups booking Board Reciprocal Use Spaces enter into Booking agreements which include the following terms:
 - a. If the Community User Group cancels with less than 14 days notice or fails to attend the Booking, the Community User Group will be subject to cancellation fees. Cancellations must be made in writing.
 - b. The Board which owns the Reciprocal Use Space may cancel the Booking on 14 days notice to the Community User Group.
 - c. Community User Groups are responsible for the actions of all their members, participants and invitees and must ensure that they are adequately supervised.
 - d. Community User Groups shall ensure that they do not cause any damage to the Board Reciprocal Use Space and shall leave it in good condition, excepting reasonable wear and tear.
- 9.2. The City requires School User Groups to enter into similar Booking agreements to those set out above for Community User Groups.
- 9.3. The Parties will review before the start of each school year, the terms included in the Booking agreement.

10. Community User Group Eligibility

- 10.1. Community User Groups must meet the following criteria to be eligible to book Board Reciprocal Use Spaces:
 - a. Registered in good standing as a Society with the Alberta registries under the *Alberta Societies Act*;
 - b. Provides, if requested, a current roster or membership list of participants;
 - c. Engages in activities that are primarily recreational, educational or cultural in nature;
 - d. No outstanding fees or other amounts payable with respect to past use of Reciprocal Use Spaces; and

- e. Agrees to be responsible for the conduct of its members, participants and invitees.
- 10.2. The City shall ensure that any Community User Groups meet the above criteria prior to accepting a Booking of Board Reciprocal Use Space.
- 10.3. Notwithstanding that a Community User Group meets the above criteria, a Board may ban a Community User Group if the Community User Group or its members has a history of breaching the rules of use for Board Reciprocal Use Space, failing to pay promptly for any damages, or otherwise taking steps such that it would be reasonable for the Board to ban such group.

11. School User Group Eligibility

- 11.1. School User Groups may book City Reciprocal Use Spaces pursuant to this Appendix provided that:
- a. The Booking is for any curriculum-based Board activity, including Board operated sport academies whose primary mandate is limited to general student-athlete development and is exclusive of elite training, programming, or league play; and
 - b. The School User Groups have no outstanding fees or other amounts payable with respect to past use of City Reciprocal Use Spaces.

12. Community User Group Insurance

- 12.1. The City shall ensure that all Community User Groups carry insurance as follows with respect to their Bookings of Board Reciprocal Use Spaces:
- a. General liability insurance on an occurrence form naming the applicable Board as an additional insured, with minimum coverage of five million dollars (\$5,000,000.00), including a severability of interests clause, a cross-liability clause, and an undertaking by the insurer to notify the Board of any cancellation of the insurance; and
 - b. Such other insurance or such higher limits of insurance as the Board may require from time to time.

13. Equipment Availability

- 13.1. Bookings of Reciprocal Use Spaces will include access to relevant equipment which are in the possession of the Board or City, as applicable, at the time of the Booking, on an as-is basis and subject to prior request.
- 13.2. Bookings of Reciprocal Use Spaces will not include access to:
- a. Score clocks/video walls; or

- b. Auxiliary sports equipment such as but not limited to balls, pucks, sticks, bats, pilons, cones, or pinnies.

13.3. The City will administer any equipment requests at the time of booking.

14. Special Requests

- 14.1. For the purposes of this section, special requests are requests for additional equipment, temporary changes to Facilities, or other requests outside of the usual Booking process.
- 14.2. Special requests from Community User Groups or School User Groups will be considered on a case-by-case basis by the relevant Party.

15. Indemnity and Damages

- 15.1. Each Party (the “Indemnifying Party”) shall indemnify and hold harmless the other Parties (the “Non-Indemnifying Parties”) and their employees, officials, officers, directors, volunteers, agents and contractors from and against any claim or damages arising from any use of the Non-Indemnifying Parties’ Reciprocal Use Spaces pursuant to this Appendix, including any claims or damages arising from such use for personal injury or illness (including death) and property damage.
- 15.2. Without limiting the preceding section, the Indemnifying Party shall ensure that the Non-Indemnifying Parties’ Reciprocal Use Spaces are left in the same condition as immediately prior to use by any group pursuant to this Appendix, aside from reasonable wear and tear, and the Indemnifying Party shall indemnify and hold harmless the Non-Indemnifying Parties for any failure to do so. At the option of the relevant Non-Indemnifying Party, the Indemnifying Party shall either remediate the Reciprocal Use Space to its prior condition or shall reimburse the Non-Indemnifying Party’s cost of doing so.

16. Custodial and Maintenance Services

- 16.1. Unless otherwise specified in this Appendix:
 - a. The City shall be responsible for providing general custodial services and maintenance of the City Reciprocal Use Spaces; and
 - b. The Boards shall be responsible for providing general custodial services and maintenance of their respective Board Reciprocal Use Spaces.
- 16.2. The Parties’ obligations pursuant to section 16.1 above shall include all landscaping and snow and ice removal, cleaning services, repairs, replacements, line painting, mowing, capital replacements, and all other activities required to maintain the relevant Reciprocal Use Space to their Service Standards having regard to the nature and age of the space and the condition of comparable spaces in the region, all to be carried out in a good and workmanlike manner.

- 16.3. For the Outdoor Amenities identified in Tables 2, 3, 4, and 5 of this Appendix, and more fully shown on the School Site Maps, the City shall maintain the outdoor natural turf fields and standards, ball diamonds and standards, and trails on those Board owned lands to the City's Service Standards as adopted from time to time.

17. Improvements

- 17.1 Unless otherwise agreed to, each Party shall be fully responsible for all relevant public engagement, permits and costs associated with new Facilities or Facility improvements, and Outdoor Amenities or Outdoor Amenity, improvements on their own land.
- 17.2 No Party shall undertake any work on any property owned by any other Party without the prior written consent of that Party.

18. Playgrounds

- 18.1 City support for Board Playgrounds is subject to Board adherence to the standards, guidelines and processes outlined in the School Playground Resource Manual adopted by the City from time to time. The Playgrounds that comply with the School Playground Resource Manual are listed in Tables 2, 3, 4, and 5 of this Appendix and more fully shown on the School Site Maps.
- 18.2 The City will provide liaison support to the Boards for the construction of Playgrounds on School Sites, in alignment with the City's Community Capital Development Process.
- 18.3 The Boards are responsible for building, maintaining, and replacing Playgrounds on their School Sites, subject to the following:
- a. The Board shall inform the City of all repairs, maintenance or replacement work conducted on that Playground and shall ensure this work meets City standards;
 - b. The City will provide maintenance and minor repairs, on School Site Playgrounds up to a maximum of \$400 per issue, and does not include issues related to landscaping or drainage; and
 - c. The City will top up sand as required to meet City standards, including roto-tiling sand.
- 18.4 The City shall conduct regular inspections of Playgrounds on School Sites. The City will provide a Board timely notification if a Playground is deemed unsafe or at a high risk of being deemed unsafe.
- 18.5 The City may, at its discretion, close a Playground, or remove a piece of equipment on a School Site that is deemed unsafe.

APPENDIX B

DISPUTE RESOLUTION PROCEDURE

1. Step 1: Notice of Dispute

- 1.1. When any Party believes there is a dispute under this Agreement and wishes to engage in dispute resolution, the Party alleging the dispute must give written notice of the matter(s) under dispute to the other Parties.
- 1.2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

2. Step 2: Negotiation

- 2.1. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
- 2.2. Each Party shall identify the appropriate representatives who are knowledgeable about the issue(s) under dispute and the representatives shall work to find a mutually acceptable solution through negotiation. In preparing for negotiations, the Parties shall also clarify their expectations related to the process and schedule of meetings, addressing media inquiries, and the need to obtain Council and Board ratification of any resolution that is proposed.
- 2.3. Representatives shall negotiate in good faith and shall work together, combining their resources, originality and expertise to find solutions. Representatives shall attempt to craft a solution to the identified issue(s) by seeking to advance the interests of all Parties. Representatives shall fully explore the issue with a view to seeking an outcome that accommodates, rather than compromises, the interests of all concerned.

3. Step 3: Mediation

- 3.1. In the event that negotiation does not successfully resolve the dispute, the Parties agree to attempt mediation. The representatives must appoint a mutually acceptable mediator to attempt to resolve the dispute by mediation, within 14 calendar days of one Party's indication that negotiation has not resolved matters, nor be likely to. The Party giving such notice shall include the names of three mediators. The recipient Party(ies) shall select one name from the short list and advise the other Party(ies) of their selection within 10 calendar days of receipt of the list. The Parties shall thereafter co-operate in engaging the selected mediator in a timely manner.
- 3.2. The Party that initiated the dispute resolution process, must provide the mediator with an outline of the dispute and any agreed statement of facts within 14 calendar days of the mediator's engagement. The Parties must give the mediator access

to all records, documents and information that the mediator may reasonably request.

- 3.3. The mediator shall be responsible for the governance of the mediation process. The Parties must meet with the mediator at such reasonable times as may be required and must, through the intervention of the mediator, negotiate in good faith to resolve their dispute. Time shall remain of the essence in pursuing mediation, and mediation shall not exceed ninety (90) calendar days from the date the mediator is engaged, without further written agreement of the Parties.
- 3.4. All proceedings involving a mediator are without prejudice, and, unless the Parties agree otherwise, the cost of the mediator must be shared equally between the Parties.
- 3.5. If a resolution is reached through mediation, the mediator shall provide a report documenting the nature and terms of the agreement and solutions that have been reached. The mediator report will be provided to each Party.
- 3.6. If after ninety (90) calendar days from engagement of the mediator, or longer as agreed in writing by the Parties, resolution has not been reached, the mediator shall provide a report to the Parties detailing the nature of apparent impasse and/or consensus.

4. Step 4: Arbitration

- 4.1. In the event that mediation does not successfully resolve the dispute, the Parties agree to move to arbitration within 30 calendar days of receipt of the mediator's report, including appointing an arbitrator within that time. If the representatives can agree upon a mutually acceptable arbitrator, arbitration shall proceed using that arbitrator. If the representatives cannot agree on a mutually acceptable arbitrator, each Party shall produce a list of three candidate arbitrators. In the event there is agreement on an arbitrator evident from the candidate lists, arbitration shall proceed using that arbitrator.
- 4.2. If the representatives cannot agree on an arbitrator, the Party that initiated the dispute resolution process must forward a request to the Minister of Education to appoint an arbitrator within 30 calendar days of the expiry of the time period in section 4.1 above. Should the Minister of Education agree to appoint an arbitrator, the Parties agree to proceed using that arbitrator. Should the Minister of Education decline to appoint an arbitrator, then a request to appoint an arbitrator shall be made to the Court of King's Bench.
- 4.3. Where arbitration is used to resolve a dispute, the arbitration and arbitrator's powers, duties, functions, practices and procedures shall be the same as those in the *Arbitration Act*.
- 4.4. Subject to an order of the arbitrator or an agreement by the Parties, the costs of the arbitrator and arbitration process must be shared equally between the Parties.

5. Extensions

- 5.1. The Parties may extend any of the timelines within this Appendix by written agreement.

6. Location

- 6.1. The place for mediation and arbitration shall be in the City of St. Albert unless agreed to by the Parties.

7. Disclosed Information

- 7.1. All information disclosed by a Party for the purposes of this Dispute Resolution Procedure shall be treated as confidential (the "Disclosed Information") and neither its delivery nor disclosure shall represent any waiver or privilege by a Party disclosing such information. Each Party agrees not to disclose the Disclosed Information to any other person or for any other purpose except as required by law. Such Disclosed Information cannot be used in any subsequent proceedings without the consent of the Party who has made the disclosure. The Parties agree that any representative, mediator, and if applicable, arbitrator shall not be compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any Dispute Resolution Procedure arising from this Agreement. In addition, nothing in this Appendix B shall require a Party to disclose information that is subject to confidentiality provisions with third parties.