

JOINT USE AND PLANNING AGREEMENT

THIS AGREEMENT made this 15th day of August, 2023

BETWEEN:

TOWN OF ROCKY MOUNTAIN HOUSE

AND

THE WILD ROSE SCHOOL DIVISION

AND

THE RED DEER CATHOLIC SEPARATE SCHOOL DIVISION

WHEREAS:

The *Municipal Government Act* 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; and

It is the responsibility of the municipality to plan, develop, operate and maintain park and recreational land and facilities within the boundaries of the municipality for recreational purposes and to organize and administer public recreational programs; and

It is the responsibility of each of the school boards to develop and deliver educational programs and to provide the necessary facilities and sites for these programs; and

The joint use of municipal facilities and school 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 municipality and school boards; and

The *Municipal Government Act* allows the municipality to obtain municipal reserve (MR), school reserve (SR) or municipal and school reserve (MSR) as lands within the municipality are subdivided to meet the open space and site needs of the municipality and school boards; and

The *Municipal Government Act* and the *Education Act* require that a joint use and planning agreement address matters relating to the acquisition, servicing, development, use, transfer and disposal of municipal reserve, school reserve and municipal and school reserve lands;

NOW THEREFORE IN CONSIDERATION of their mutual commitment to the joint use of facilities and planning of municipal reserve, school reserve and municipal and school reserve lands the parties agree as follows:

1) DEFINITIONS

In this Agreement, the following terms shall be interpreted as having the following meanings:

- a) "Agreement" means this Agreement, as amended from time to time, and any Schedules which are attached hereto and which also may be amended from time to time.
- b) "Arbitration Act" means the *Arbitration Act*, Revised Statutes of Alberta 2000, Chapter A-43, and any regulations made thereunder, as amended from time to time.
- c) "Area Structure Plan" means an area structure plan adopted pursuant to the *Municipal Government Act* and providing direction for land uses for a defined area within the Municipality.
- d) "Boards" means the Catholic Board and Public Board collectively.
- e) "Calendar Day" means any one of the seven (7) days in a week.
- f) "CAO" means the Chief Administrative Officer of the Municipality.
- g) "Catholic Board" means the Red Deer Catholic Separate School Board and any successor board or authority.
- h) "Community Use" means use by members of the general public and not a User Group.
- i) "Council" means the municipal council of the Municipality of Rocky Mountain House.
- j) "Education Act" means the *Education Act*, Revised Statutes of Alberta 2012, Chapter E-0.3, and any regulations made thereunder, as amended from time to time.
- k) "Effective Date" means June 1, 2023.
- l) "Facility Plans" means the capital plan and facility plan prepared by each of the Boards for approval by the Alberta Government.
- m) "Facility Scheduling Coordinator" means for the Municipality the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the Municipality and for the Boards the individual or individuals responsible for coordinating the booking of Joint Use Space provided by the respective Board.
- n) "Governing Committee" means the committee which includes elected officials as established under this Agreement.

- o) "Hazardous Substance(s)" means the same as hazardous substance defined in the *Environmental Protection and Enhancement Act*, Revised Statutes of Alberta 2000, Chapter E-12, and any regulations thereunder, as amended.
- p) "Joint Use Space" means those portions of a Municipal Facility or School identified in Schedules "A", "B", and "C" as being available for booking by the Parties or User Groups or for Community Use.
- q) "Municipality" means the municipal corporation of Rocky Mountain House, its predecessor, or, where the context so requires, the area contained within the boundaries of the Municipality.
- r) "Municipal Development Plan" means a municipal development plan adopted pursuant to the *Municipal Government Act* and providing direction for future land uses within the Municipality.
- s) "Municipal Facility" means a park, playground, playing field, building or part of a building owned, maintained and operated by the Municipality and includes those facilities identified in Schedule "A".
- t) "Municipal Government Act" means the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, and any regulations made thereunder, as amended from time to time.
- u) "Operating Committee" means the committee which is comprised of the CAO (or designate) and Superintendents (or designate) as established under this Agreement.
- v) "Parties" means the entities signing this Agreement collectively and Party shall mean one (1) of the signatories.
- w) "Public Board" means the Wild Rose School Board and any successor board or authority.
- x) "Reserve Land" means municipal reserve, school reserve, or municipal and school reserve, as defined in the *Municipal Government Act*.
- y) "School" means a building which is designed to accommodate students for instructional or educational purposes that is owned or controlled by a Board and includes those facilities identified in Schedules "B" and "C".
- z) "School Portion" means the portion of Reserve Land identified for transfer to a Board that includes the school building footprint, any parking, loading or drop off facilities, any landscaped yards around the building, land for a playground equipment site, and land needed for future expansion of the school building based on the ultimate design capacity of the school.
- aa) "Superintendent" means the chief executive officer of one (1) of the Boards.

- bb) "User Group" means any School or community group that fits within the eligibility criteria set out in the Operating Guidelines and books the use of Joint Use Space during Joint Use Hours.

2) SCHEDULES

The following is the list of Schedules to this Agreement:

Schedule "A" – Municipal Facilities available for Joint Use

Schedule "B" – School Board Facilities available for Joint Use

Schedule "C" – School Board Facilities available for Joint Use

Schedule "D" – Joint Use Times

Schedule "E" – Operating Guidelines

Schedule "F" – School Site Planning Guidelines

Schedule "G" – Dispute Resolution Process

3) TERM, REVIEW AND AMENDMENT OF AGREEMENT

- a) 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 terminated by the Parties.
- b) The terms and conditions of this agreement shall be reviewed every five (5) years with the first such review scheduled in 2028. The review shall be undertaken by the Operating and Governance Committees. Following the review, the Governance Committee shall recommend how the agreement should be amended.
- c) Except as provided otherwise herein, this Agreement shall not be modified, varied or amended except by the written agreement of all of the Parties.

4) WITHDRAWAL AND TERMINATION

- a) No party to this Agreement shall unilaterally withdraw or terminate this Agreement.
- b) Where one or more Parties view this Agreement as no longer meeting their interests, they shall give all Parties written notice of their request to review and/or amend all or parts of this Agreement.
- c) If written notice requesting a review is received, all Parties shall commence a review of this Agreement within 30 calendar days of the date the last Party received the written notice and shall seek consensus on the updates and amendments.

- d) Until such time as an amended agreement or replacement agreement has been created and agreed upon by all Parties, the terms and conditions of this Agreement shall remain in effect.

5) PRINCIPLES

The Parties agree that in entering into this Agreement they are committing to the following Principles with respect to the joint use of municipal and school board facilities:

Respect for Autonomy - Each of the Parties is an independent, autonomous entity and has the right to determine which of their facilities shall be made available as Joint Use Space based on what the Boards and Municipal Council believe to be in the best interests of the people they serve.

Cooperation and Partnership - The Parties shall work together as partners, recognizing that the needs of the public for educational, cultural and recreational opportunities can best be achieved through a combination of their respective resources and by the Parties working in conjunction with each other.

Efficiency and Effectiveness - The joint use of Municipal Facilities and Schools is an important tool in providing a high standard of educational, cultural and recreational opportunities for residents in a manner that reduces or eliminates the need to duplicate facilities thereby saving costs and making the most effective use of the limited economic resources of the Parties.

Fairness and Equity - The costs of providing joint use space are to be borne fairly and equitably by the Parties with the intent of keeping costs charged to the other Parties or public users of Joint Use Space to a minimum.

Transparency and Openness - The Parties shall make available to each other such information as is necessary to make this agreement successful.

6) CONSULTATION WITH OTHER MUNICIPALITIES

- a) The Parties acknowledge that the Schools that are available as Joint Use Space may be accessed by community groups, residents and user groups that are located or reside outside the Municipality in accordance with a Joint Use and Planning Agreement with other municipalities.
- b) The Parties further acknowledge that the Schools that are currently located within the Municipality have been designed, built and funded for and by ratepayers within the Municipality's boundaries and ratepayers beyond the Municipality's boundaries.
- c) In lieu of a single agreement involving participation by all of the municipalities in which the Boards operate, the Parties agree to consult and involve other municipalities that are served by the same Board or Boards on an issue by issue basis as needed to share access to the Schools

and to plan for and acquire future School sites. One or more separate agreements between the Parties and these other municipalities may be created as needed.

- d) When consultation with one or more municipalities that are not Party to this agreement is required, the consultations shall begin with a meeting, held in person or by electronic means, of the members of the Operating Committee and the equivalent or similar committee established between the Board(s) and the other municipalities.

7) MEETING OF COUNCIL AND BOARDS

- a) Council of the Municipality and the members of each Board shall meet at least every four (4) years to discuss issues of mutual interest.
- b) Each meeting shall be chaired by the Mayor or the Chairperson of one of the Boards on a rotational basis. Secretarial support shall be arranged for the meeting by the Party that is chairing that meeting.
- c) Any Party can submit an item to be included on the agenda for the meeting provided it is given to the Party chairing the meeting at least 5 calendar days prior to the date of the meeting. It is intended that the topics explore high level considerations to assist the Governing Committee in more detailed discussions.
- d) Minutes shall be kept for all meetings of Council and the Boards. Copies of the minutes of a meeting shall be provided to all Parties within 14 calendar days of the date of the meeting.

8) GOVERNING COMMITTEE

- a) The Governing Committee shall consist of two (2) Council members and the CAO or their designate and two (2) Board members and the Superintendent or their designate from each Board. The Governing Committee shall meet on an “as needed” basis and within 14 days of a meeting being requested by any Party.
- b) The role of the Governing Committee shall be to provide recommendations to the Council and Boards regarding:
 - i) Reviews of this Agreement and proposed amendments to this Agreement from time to time; and
 - ii) Resolution of any issues or matters of disagreement that arise.
- c) Quorum of the Governing Committee shall consist of at least two representatives from each Party attending each agreed upon meeting. The Governing Committee may adopt such rules of procedure as may be agreed upon by its members.

- d) The CAO and each Superintendent may be accompanied by administration, staff and/or resource personnel as deemed necessary by the CAO or the respective Superintendent.
- e) Meetings of the Governing Committee shall be considered in-camera to encourage and facilitate frank and open discussion. All decisions of the Governance Committee shall require consensus of its members.

9) OPERATING COMMITTEE

- a) The Operating Committee shall consist of the CAO (or designate) of the Municipality and the Superintendents (or their designate) of each of the Boards.
- b) The Operating Committee shall oversee the operation of this Agreement.
- c) The role of the Operating Committee shall be to:
 - i) formulate policy recommendations related to joint use of Municipal and School Facilities for consideration by Council and the Boards;
 - ii) provide a forum to discuss issues of mutual interest related to joint use and formulate recommendations regarding amendments to this Agreement, including the Operating Guidelines, for consideration by Council and the Boards;
 - iii) formulate and approve Operating Directives, based on the Operating Guidelines, for specific facilities and types of use as needed;
 - iv) review any approved Operating Directives on an annual basis;
 - v) provide a forum for the operational concerns of the Parties to be discussed;
 - vi) consult with and provide a forum through which the public can express concerns or opinions with respect to the operation or use of Joint Use Space, the Operating Guidelines and Operating Directives;
 - vii) where possible, resolve or recommend solutions to resolve day to day operational concerns or difficulties related to the use of Joint Use Space by the Parties or the public;
 - viii) review the Facility Plans of each of the Boards annually;
 - ix) review any proposed amendments or updates of the Municipality's Municipal Development Plan and Area Structure Plans and Concept Plans to ensure the proposed plans or amendments reflect the identified and projected needs of the Parties;

- x) determine how available or proposed school sites are allocated between the Boards based on the annual review of the updated Facility Plans of the Boards;
 - xi) develop a draft agenda for any meeting of the Council and the Boards or the Governing Committee; and
 - xii) undertake a formal review of this Agreement as and when required and communicate their findings of the review to the Governing Committee.
 - xiii) review and discuss opportunities for operational servicing efficiencies.
- d) The Operating Committee shall meet at least once a year and may meet more frequently if required. Meetings of the Operating Committee may be in person or conducted by telephone or video conferencing.
 - e) The meetings shall be chaired by the CAO or their designate. Secretarial support for each meeting shall be arranged by the CAO.
 - f) The Operating Committee shall adopt such rules of procedure as may be agreed upon by its members.
 - g) All decisions of the Operating Committee shall require the consensus of its members. In the event that the Operating Committee cannot reach a consensus on the issue, the matter shall be referred to the Governance Committee for resolution or direction as to how the matter should be resolved.
 - h) Minutes shall be kept for all meetings of the Operating Committee. Copies of the minutes of the meetings shall be provided to all Parties.
 - i) Members of the Operating Committee may bring to the meetings of the Operating Committee additional staff from the Municipality and/or the Boards or resource personnel, as necessary, to provide assistance to the members of the Operating Committee in the carrying out of their responsibilities under this Agreement.
 - j) The Operating Committee may delegate any of its responsibilities to a subcommittee or subcommittees.

10) JOINT USE SPACE

- a) The Municipality shall make available, to the Boards, those Municipal Facilities identified as Joint Use Space in Schedule "A". The Municipality shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).

- b) The Boards shall make available, to the Municipality and community groups, those portions of Schools identified as Joint Use Space in Schedules "B" and "C" respectively. The Boards shall not charge fees for the use of Joint Use Space except as allowed by the Operating Guidelines and any applicable Operating Directive(s).
- c) The Parties shall not allow Joint Use Space to be used by groups or individuals during the Joint Use Hours identified in Schedule "D" unless such use respects the Operating Guidelines, and any applicable Operating Directive(s), in effect from time to time.
- d) The CAO may, upon six (6) months written notice to each of the Boards, amend Schedule "A" to either add to or remove from the list of Joint Use Space provided by the Municipality, all or any portion of a Municipal Facility.
- e) The Superintendent of each Board may, upon six (6) months written notice to the Municipality and the other Board, add to or remove from the list of Joint Use Space provided by their Board, all or any portion of one or more of their Schools.
- f) Notice of the removal of all or any portion of a Joint Use Space from the list of Joint Use Space available shall include a written explanation as to why the specific Joint Use Space will no longer be available for use. The Parties agree that the written explanation shall be shared with the public.
- g) Notwithstanding any other provision in this Agreement or its Schedules, the Principal of a School or the respective manager of a Municipal Facility, shall be able to determine if a particular use will be allowed to occur in their School or Facility.
- h) Appeals from a refusal by a Principal or manager of a Municipal Facility to allow a particular use within their School or Municipal Facility shall be made:
 - i) in the case of a School, first to the Principal's Superintendent and thereafter to the appropriate Board; and
 - ii) in the case of a Municipal Facility, first to the CAO and thereafter to Council.
- i) Notwithstanding any other provision in this Agreement, the Municipality and/or any of the Boards may remove from the list of Joint Use Space any facility or portion of a facility, either on a permanent or temporary basis, if the facility or portion of a facility is needed by the Party to meet its responsibilities or to provide services or programs to its constituents.

11) OPERATING GUIDELINES FOR JOINT USE SPACE

The Parties hereby agree to be bound by and comply with the Operating Guidelines which are attached to this Agreement as Schedule "E".

12) ACQUISITION AND ALLOCATION OF FUTURE SCHOOL SITES

- a) The Boards shall communicate their need to construct a new school that is to be located within the Municipality or intended to serve residents of the Municipality, to the Municipality as early as possible.
- b) The decision of where and when to propose construction of a new school and the identification of the area to be served by that school shall be at the sole discretion of the respective Board.
- c) Where construction of a school that will serve two or more Municipalities is proposed, the Board shall notify all of the involved Municipalities to enable early consultation on the availability and acquisition of a site.
- d) The Municipality shall, to the best of their ability given the constraints of the *Municipal Government Act*, the evolving nature of information as to the needs of the Parties, and the demographics of the community, plan for a sufficient number of school sites to meet the anticipated needs of the Boards.
- e) The Municipality shall use their Municipal Development Plan to identify the number, general size and location of existing and future school sites.
- f) In determining the number, location and size of school sites to be identified, the Municipality shall follow the School Site Planning Guidelines outlined in Schedule "F". The number of school sites to be identified shall be based on the existing and projected future number of students that will reside in the area covered by the Municipal Development Plan, Area Structure Plan or Concept Plan once the area is fully developed and based on the best information available at the time that the Plan is prepared or amended.
- g) There shall be no pre-allocation of School sites to each Board nor shall School sites be identified as available to only one Board in the Municipal Development Plan, Area Structure Plan or Concept Plan.
- h) Allocation of an available school site shall be made by the Operating Committee once the need to construct a new school has been identified. If construction on an allocated site has not commenced within three (3) years of the site being allocated to a Board, the site shall be considered available for allocation to another Board.
- i) If there are competing claims between two (2) or more Boards for one available school site, the Boards shall, at their own cost, resolve the question of site allocation between themselves using, if necessary, the Dispute Resolution Process described in Schedule "G".
- j) The Municipality shall use its ability under the *Municipal Government Act* to require Reserve Land to be dedicated as lands within the Municipality are subdivided to provide School sites in

accordance with the Municipal Development Plan or Area Structure Plan or Concept Plan. The Municipality shall not be obligated to acquire lands for School sites using any other resources at the Municipality's disposal. The decision to commit the use of other resources at its disposal to acquire a School site shall be at the sole discretion of the Municipality.

- k) The Boards acknowledge that Reserve Land dedication at the time of subdivision is also used to address the open space needs of the Municipality and the amount of land or money-in-lieu of land dedication shall be divided between the need for School sites and the open space plans of the Municipality.
- l) The Municipality may collect money-in-lieu of land dedication at time of subdivision in accordance with the policies of the Municipality. All money-in-lieu of land dedication shall be paid to the Municipality. All money-in-lieu of land dedication shall be allocated as allowed under the *Municipal Government Act* at the sole discretion of the Municipality.
- m) In the event that a School site is required prior to a planned site being created through the subdivision process, the Municipality shall approach the owner of the land containing the planned School site about providing the site earlier than originally expected through a pre-dedication process. The Board requiring the School site may assist the Municipality; however, in all dealings with the owner(s) of the land, the Municipality shall be present and lead the discussions.

13) SERVICING AND DEVELOPMENT OF SCHOOL SITES

- a) All School sites shall be serviced to the property line prior to transfer to a Board.
- b) The services to be provided include, but are not limited to: water, wastewater, storm drainage, power, natural gas, telecommunications, roads and sidewalks.
- c) Where one or more services are not available at the property line of the School site, the Board shall provide the services subject to the legal and financial ability of the Municipality to do so.
- d) Offsite levies or any similar charges for municipal infrastructure shall not be charged against development on any School site. This restriction does not apply to capital costs that may be included in a utility rate structure for use of the utility.

14) FACILITY AND SITE SPECIFIC AGREEMENTS

- a) When two or more of the Parties decide to create a shared site and/or facility, a separate agreement shall be prepared specific to that site and/or facility including value-added opportunities.
- b) The agreement shall address:

- i) The broad purpose and parameters of the partnership that is being created;
- ii) The nature of the site and/or facilities that are involved;
- iii) The financial or in kind contributions to be made by each of the Parties;
- iv) Operating Guidelines and Operating Directives specific to the site and/or facility for ongoing operations;
- v) Capital cost and operating cost sharing arrangements and responsibilities between the Parties; and
- vi) A process for dissolving the partnership, disposing of the site or retiring the facility.

15) TRANSFER OF SCHOOL SITE

- a) All Reserve Land intended to accommodate a School shall initially be dedicated as municipal reserve and be owned by the Municipality.
- b) The Municipality shall only transfer the School Portion of Reserve Lands intended to accommodate a School to a Board.
- c) The School Portion shall be transferred to a Board once:
 - i) The Board has an identified need for the School site;
 - ii) The Board has approval of the funding for the design of the School on the site;
 - iii) The Board has applied for a development permit for the School and has submitted a site plan and building plans to the Municipality; and
 - iv) The School Portion has been or is in the process of being subdivided from the other Reserve Land for registration as school reserve with Land Titles.
- d) All costs associated with the transfer of the School Portion to a Board shall be paid by the Board. This shall include the costs of any required subdivision and registration of required plans and documents at Land Titles.

16) DISPOSAL OF UNNEEDED SCHOOL SITES

- a) If a Board concludes that it no longer requires Reserve Land that was previously transferred to it by the Municipality, the Parties shall meet, and the other Board(s) shall determine if they require that Reserve Land.

- b) If the Reserve Land is required by one of the other Board(s), the Reserve Land shall be transferred to that other Board. Any dispute between the Boards shall be resolved through the Dispute Resolution Process described in Schedule "G".
- c) In the event that the Reserve Land is not needed by any Board, the Board in possession of the Reserve Land shall first offer to transfer the Reserve Land back to the Municipality unless the Board is prohibited from so doing by the Education Act or other legislation
- d) The Municipality shall have one hundred and eighty (180) calendar days from the Board notifying the Municipality in writing of its intention to cease use of the Reserve Land to confirm whether it agrees to take back the Reserve Lands. The School Board shall provide to the Municipality all available information regarding the Reserve Land and facilities on the Reserve Land, including any potential presence and nature of any Hazardous Substances, at the time that the offer to the Municipality is made. The Municipality shall have the right to enter the Reserve Land and any facilities on the Reserve Land for the purposes of carrying out any required assessments, tests and studies.
- e) If the Municipality opts to acquire the Reserve Land, the Municipality shall take the Reserve Land as is, where is, excepting all buildings and improvements on the Reserve Land. The Reserve Land shall be transferred to the Municipality at no cost to the Municipality except for the cost of registering the transfer of land document. The Board shall be responsible for the removal of any building and improvement if requested by the municipality.
- f) In the event that the Municipality elects not to assume ownership or the Board is prohibited from transferring the Reserve Land by the Education Act or other legislation, the Parties agree to meet and discuss alternative means of disposing of the site. This may include:
 - i) Redevelopment of the entire site for a different use that is compatible with existing and future uses on lands near the site, including any environmental remediation that may be required, or
 - ii) Subdividing the play fields or open space portion of the site from the School Portion to enable the Municipality to acquire the non-School Portion and sale of the School Portion.

17) DISPUTE RESOLUTION

- a) Operational issues shall be addressed initially by administrative staff of the respective facilities. In the event that the administrative staff is unable to resolve an operational issue then such issue shall be brought forward to the Operating Committee in a timely manner. The decision of the Operating Committee regarding operational issues shall be final and binding.

- b) The Parties agree to follow the Dispute Resolution Process outlined in Schedule "G" for non-operational disputes.

18) APPLICABLE LAWS

This Agreement shall be governed by the laws of the Province of Alberta.

19) INTERPRETATION

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

20) TIME OF THE ESSENCE

Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the Municipality 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 Municipality and the Boards.

21) NON-WAIVER

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.

22) NON-STATUTORY WAIVER

The Municipality 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 Municipality of any approval or permit as may be required pursuant to the *Municipal Government Act* and any other Act in force in the Province of Alberta. The Municipality, 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 Municipality, 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.

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.

23) SEVERABILITY

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.

24) FORCE MAJEURE

- a) 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:
 - i) an inability to obtain materials, goods, equipment, services, utilities or labour;
 - ii) any statute, law, bylaw, regulation, order in Council, or order of any competent authority other than one of the parties;
 - iii) 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;
 - iv) a strike, lockout, slowdown, or other combined action of works;
 - v) an act of god.
- b) 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.

25) INSURANCE

In addition to any other form of insurance, as the Parties may reasonably require against risks, which a prudent owner under similar circumstances and risk would insure, 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 in respect to bodily injury, personal injury or death, and when applicable, course of construction insurance in an amount to be determined based on the value of the anticipated construction project, as would be placed by a prudent contractor. The comprehensive general liability insurance shall have an endorsement for occurrence property damage, contingent employer's liability and broad form property damage. The insurance to be maintained by each Party herein shall list each of the other Parties as an additional named insured. The amount and type of insurance to be carried by the Parties pursuant to clause may be varied from time to time by written agreement of the Parties. The insurance carried by the Parties pursuant to this clause shall contain, where appropriate, a severability of interests' clause or a cross liability clause.

26) INDEMNIFICATION

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 of 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.

27) NON-ASSIGNMENT OR TRANSFER

No Party may assign, pledge, mortgage or otherwise encumber its interest under this Agreement without the prior written consent of the other Parties hereto, which consent may be arbitrarily withheld. Any assignment, pledge or encumbrance contrary to the provisions hereof is void.

28) SUCCESSORS

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 Municipality and the Boards.

29) NOTICES

All and any required written notices in the performance and implementation of this Agreement shall be directed to the CAO and the Superintendents using the mailing address for their respective offices as shown below:

a) To the Town at:

Town of Rocky Mountain House
5116 50 Avenue
Box 1509
Rocky Mountain House, Alberta T4T 1B2

Attention: Chief Administrative Officer
Phone: 403-845-2866
Fax: 403-845-3230

b) Wild Rose at:

The Wild Rose School Division
4912 43 Street
Rocky Mountain House, Alberta T4T 1P4

Attention: Superintendent of Schools
Phone: 403-845-3376
Fax: 403-845-4287

c) Red Deer Catholic at:

The Red Deer Catholic Separate School Division
5210 61 Street
Red Deer, Alberta T4N 6N8

Attention: Superintendent of Schools
Phone: 403-343-1055
Fax: 403-347-6410

Email notification to the CAO or each Superintendent may also be used to provide written notices required or described in this Agreement.

IN WITNESS WHEREOF the Parties execute this Agreement by the hands of their respective, duly authorized signatories:

The Wild Rose School Division

Bruce Velt
Superintendent of Schools

Rogan Neel
Secretary Treasurer

Aug 30, 2023
Date

August 31, 2023
Date

The Red Deer Catholic Separate School Division

Finigan
Superintendent of Schools

Miller
Secretary Treasurer

July 17, 2023
Date

JULY 13, 2023
Date

Town of Rocky Mountain House

Paul Barker
Mayor

AS
Town CAO

September 12, 2023
Date

09/12/23
Date

Schedule "A" – Municipal Facilities Available for Joint Use

Name of Facility	Legal Description of Parcel(s) Containing Facility	Description of Facility and Amenities
Aquatic Centre	SE-27-39-7-W5	2 pools Whirlpool Hot Tub Slide
Rocky Regional Recreation Centre	SE-27-39-7-W5	2 arena ice surfaces (ice in or out) 3 meeting rooms Fitness Centre Dressing rooms Sound system 6ft tables Folding chairs
Lou Soppit Community Centre	SE-27-39-7-W5	Coral Risers Podium Portable Bars Chairs Tables Sound System Piano Wireless Microphone Coffee Urns
Ball Diamonds	North Ball Diamonds: Lot 1R, Block 61, Plan 927TR	4 ball diamonds
	South Ball Diamonds: Lot 2R, Block 61, Plan 927TR	1 ball diamond
Sports Fields Tennis/Pickleball Courts	Co-op Credit Union Field: Lot 1, Block 58, Plan 032-2566 SE-27-39-7-W5	Co-op Credit Union Field
	Curtis Field and Oval/Track: Lot 1, Block 1, Plan 042-4622	Curtis Field Oval/Track Tennis/Pickleball Courts

Aquatic Centre

1. Swimming pool bookings must be made through the Aquatic Centre Guest Services Clerk.
2. Additional staff will be made available to the school at cost recovery per staff person for lifeguarding and/or instruction. This request shall be made in writing by the school prior to the scheduling of the program.
3. The nominal fee assessed above shall be the hourly rate per additional staff required.

Rocky Regional Recreation Centre

1. Arena ice bookings must be made through the Guest Services Coordinator.
2. Although all ice bookings are available without charge, all no shows, or cancellations that do not give 24 hours' notice will be subject to the regular user rates and fees as established in the Rates and Fees Bylaw.
3. Bookings outside of regular hours will be on a cost recovery basis.

Lou Soppit Community Centre

1. All Lou Soppit Community Centre bookings must be made through the Recreation Admin Clerk.
2. The Lou Soppit Community Centre can be booked for student use during regular school hours on regularly scheduled school days. All schools can book up to 3 evening events (i.e., dances) per school, each school year. Exceptions will be made for school music/drama productions which may be held at no charge outside of the above stated days provided a paying customer does not request the same date. In such circumstances, the first right of refusal will be given to the school, following the current rates and fees schedule. Grade 12 graduations will be given priority and there will be no charge for these bookings.

Ball Diamonds and Sports Fields

1. Ball diamond and sports field bookings must be made through the Recreation Admin Clerk.

Tennis/Pickleball Courts

1. Tennis/pickleball court bookings must be made through the Guest Services Coordinator.

Schedule "B" and Schedule "C" – School Board Facilities Available for Joint Use**The Wild Rose School Division**

Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
École Rocky Elementary School	NE22-39-7-5 Lot/Block/Plan: 1/24/7186ET	Gymnasium McCabe Music Room (includes stage and piano) Classrooms Sports Fields
Lochearn Elementary School	SW27-39-7-5 Lot/Block/Plan: A/1/5780KS	Gymnasium Sports Fields
Pioneer Middle School	SW27-39-7-5 Lot/Block/Plan: C/195RS	Gymnasium Art Room Library Sports Fields
Rocky Christian School	SE27-39-7-5 Lot/Block/Plan: 57/2168RS	Gymnasium Sports Fields
West Central High School	SE27-39-7-5 Lot/Block/Plan: 1/58/0322566	9 Classrooms 2 Gymnasiums Common Area Parking Lot

The Red Deer Catholic Separate School Division

Name of School	Legal Description of Parcel(s) Containing School	Description of Facility and Amenities
St. Matthew Catholic School	NW27-39-7-5 Lot/Block/Plan: 3SR/3/9920437	Gymnasium Sports Fields
St. Dominic Catholic High School	SE27-39-7-5 Lot/Block/Plan: 1/58/0322566	Gymnasium Common Area

Gymnasium, Specific Classrooms and Change Rooms

1. The community user groups shall be responsible for submitting a nominal fee (rate for custodial staff required) to the School Board for use after 10:15 PM on school days.
2. It shall be understood that all areas and facilities (school and Town) will be made available subject to the programming carried out by each jurisdiction. The Town and Boards shall ensure they have the resources for the facilities to be used to maximum potential.

School Equipment Usage

1. All Recreation Department and Community User Groups will be permitted to use primary equipment only (eg. nets, poles, chairs, tables, player benches, washrooms). Secondary equipment (eg. balls, racquets, sticks, etc.) and technical equipment (eg. computers, audio-visual projector, overhead projector, etc.) will not be available for Recreation Department and Community User Groups use, unless a prior agreement has been made between a specific school and the Recreation Department or Community User Group.

Unless specifically noted otherwise, Joint Use Space shall only include gymnasiums and regular classrooms. Library space, music rooms, drama rooms, technology rooms and other specialized classrooms shall not be included as Joint Use Space unless listed in the table above.

This section applies to West Central High School and Recreation programs only.

Confluence Campus Cafeteria

1. Confluence Campus cafeteria contractor has the right of first refusal.

Divisional Office Video Conference Suite

1. The video conference suite shall be made available to the Recreation Department or Community User Groups without charge on regular school days, Monday to Friday from 8:00am – 4:30pm, subject to the terms and conditions herein as per Public School Board Policy “Community Use of School Facilities.” Community groups must finish their event by 4:00pm and be out of the facility completely by 4:30pm.

Schedule “D” – Joint Use Times

Facility Type	Available Times
School Gymnasiums and Specific Classrooms	4:30 PM – 10:00 PM Monday to Friday Dependent on school availability
Municipal Facilities for School Use	9:00 AM – 3:30 PM Monday to Friday
Ball Diamonds for School Use	9:00 AM – 3:30 PM Monday to Friday
Playing Fields for School Use	9:00 AM – 3:30 PM Monday to Friday

School Buildings are not typically available on Sundays, or during General Holidays, School breaks (including the months of July and August), unless otherwise agreed upon. District closures and annual maintenance shutdowns. Board use of Municipal Facilities is limited to Monday through Friday between September and June inclusively.

Community use of School Facilities on Sundays and outside of Joint Use Hours may be considered through special request and will be dependent on the availability of the school host.

School use of Municipal Facilities during July and August for Summer School Sessions shall be considered based upon the availability of the facility.

From time to time it is understood the Town facilities and schools will be unavailable due to them becoming polling stations for provincial or federal elections.

Schedule “E” – Operating Guidelines for Joint Use Space

User Group Eligibility

To be eligible to use a Joint Use Space in a School, a user group must:

- Provide a current membership roster to the Facility Scheduling Coordinator
- Satisfy the Facility Scheduling Coordinator that at least seventy-five (75) percent of the members of the group or participants are residents of the Municipality or another Municipality served by the School Board that owns the facility to be booked
- Engage in activities that are recreational, cultural or educational in nature
- If it is a political group, be a locally based affiliate of a registered provincial or federal party or be for the purpose of local government
- Be non-profit
- Undertake, in writing, to have their members and participants uphold the rules and regulations of these Operating Guidelines

To be eligible to use a Municipal Facility that is a Joint Use Space, a User Group must be affiliated with a school or a program or event offered by a school that is located within the geographic boundary of the Municipality and their Board must be party to this agreement.

A User Group may be barred from using Joint Use Space if:

- The group has failed to pay fees related to the group’s prior use of any Joint Use Space
- The group has failed to provide the required insurance
- The group has failed to pay for damages which occurred as a result of the group’s prior use of any Joint Use Space
- The past conduct of the group, or members of the group or invited participants, during the use of Joint Use Space was, in the opinion of the Principal, Facility Manager, or Facility Scheduling Coordinator inappropriate, or not in keeping with the rules and regulations of the Joint Use Space that was booked, or, if repeated, would be likely to cause damage to the Joint Use Space

In the case of a School, any user group that is barred from the use of Joint Use Space may appeal the decision first to the Principal’s Superintendent and thereafter to the appropriate Board. In the case of a Municipal Facility, a barred User Group may appeal first to the CAO and thereafter to Council.

In addition to any other form of insurance a User Group may reasonably require for risks against which a prudent user under similar circumstances and risk would insure, a User Group shall be required to carry General Liability Insurance naming the Municipality and the Board in whose building or on whose land they are conducting their activities as additional insureds.

The minimum insurance requirement shall be \$2,000,000.

Casual use of the school facilities may be covered under the school division insurance.

An updated list of prohibited activities will be provided to the Town by the school divisions. Even though an activity is on the prohibited activity lists provided by the school division the community group may still be able to engage in the activity if additional insurance is purchased by the user group. The Town will direct any user group to the school division to discuss the prohibited activity and any necessary requirements including additional insurance coverage. If the prohibited activity list is not provided by the school board or the item is not on the prohibited list the Town can proceed with bookings as they normally would.

Booking Joint Use Space

Booking the use of all Joint Use Space within Schools by user groups or individuals shall be made through the Recreation Admin Clerk for the Municipality.

Booking School use of Municipal Facilities identified as Joint Use Space shall be made through the Municipality's Facility Scheduling Coordinator.

The Facility Director for the Board shall be contacted for bookings in the Summer months.

The Town will provide a report of joint-use facility usage to the operating committee at the end of each calendar year.

Cancellation of Bookings

A booking for use of Joint Use Space within a School may be cancelled at any time by the School principal. The principal shall provide as much notice as reasonably possible to the Facility Scheduling Coordinator of the cancellation. The Facility Scheduling Coordinator shall notify the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within a School at any time with notice to the Facility Scheduling Coordinator of the respective Board.

A booking for use of Joint Use Space within Municipal Facilities may be cancelled at any time by the Facility Scheduling Coordinator. The Facility Scheduling Coordinator shall provide as much notice as reasonably possible to the scheduled User Group.

A User Group may cancel their booking for the use of Joint Use Space within Municipal Facilities at any time with notice to the Facility Scheduling Coordinator.

If the scheduled use required specially trained or technical staff to be available, the User Group may still be charged for such services if the cancellation is made by the User Group less than seventy-two (72) hours before the scheduled booking.

Fees for Joint Use Space

Fees charged to any Party to this Agreement or to any User Group for the use of Joint Use Space within Joint Use Hours shall be limited to:

- The use of specialized equipment
- The provision of specially trained or technical staff (e.g. swimming lesson instructors, lifeguards, theatre technicians, computer lab technicians) necessary for the use of the Joint Use Space
- Any additional janitorial or custodial services related to the use of the Joint Use Space
- The provision of supervisory staff or hosts related to the use of the Joint Use Space
- Set-up fees for municipal facilities may be charged per the rates and fees bylaw.

Equipment

The right to use Joint Use Space includes the right to, within a gymnasium space, make use of badminton and volleyball posts and basketball hoops. The right to use Joint Use Space does not include the right to use score clocks or other specialized equipment. Any and all equipment required by a User Group must be requested at the time of booking.

School Host

School hosts related to the use of the Joint Use space may include volunteers from the community groups who have been approved and trained by the School Board. Keys to the schools will be signed out at the Rocky Regional Recreation Centre by the school host and will be returned the same day of their rental.

Custodial Responsibility and Building/Facility Maintenance Responsibility

The respective School Board shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by that Board.

The Municipality shall be responsible for custodial and janitorial services and building/facility maintenance for any Joint Use Space owned by the Municipality.

Damages to Joint Use Space

For Joint Use Space in a School, the Board shall be responsible for the recovery of costs to repair damage that occurred in Joint Use Space during the use of that space by a User Group that is not affiliated with the respective Board that owns the facility that was damaged, unless it is a Town program than it shall be the Town's responsibility.

For Joint Use Space in a Municipal Facility, each Board shall be responsible for damage occurring in Joint Use Space during the use of that space by their respective Schools.

Playing Fields and Playgrounds

For the purposes of this section, the following definitions shall apply:

“Playfield or Playing Field” means a designated outdoor playing area designed for various sports and includes rectangular turf fields, ball diamonds and tennis/pickleball courts.

“Playfield Maintenance” means the regular mowing, fertilizing and lining of playfields.

“Playground” means an area designed for outdoor play or recreation, especially by children, and often containing recreational equipment such as slides and swings.

“Refurbishment” means to aerate, top dress and over seed taking the playfield offline for a 12 month period.

“Re-development” means the stripping and grading of the playfield to reshape the grade and/or the complete replacement of the topsoil, finished surface (seed/sod/shale) and the replacing of goal posts or back fields. Redevelopment would anticipate the closure of the playfield for up to two years.

Maintenance of playing fields on Municipal lands shall be the responsibility of the Municipality and maintenance of playing fields on School lands shall be the responsibility of the respective Board. The parties may enter into a maintenance agreement for playing fields.

Each Party shall perform regular assessments on playfield conditions to determine short term and long term maintenance, or as appropriate, refurbishment required for each playfield. The Parties shall advise each other of any major refurbishment or redevelopment of playfields.

Each Party shall be responsible for the development of playing fields, including the construction of soccer pitches and softball or baseball diamonds, located on their respective lands.

Maintenance of playgrounds shall be the responsibility of the Party upon whose lands the playground is located. Maintenance of playgrounds does not include or guarantee replacement of the playground.

Despite the identity of the Party that funded or installed a playground, the Party upon whose land it is located shall at all times have the right to remove the playground if ongoing maintenance of the playground is unwarranted due to safety concerns, or because of costs associated with ongoing maintenance. The replacement of the playground is at the sole discretion of the Party upon whose land it is located.

Schedule “G” – Dispute Resolution Process

Step 1: Notice of Dispute

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.
2. During a dispute, the Parties must continue to perform their obligations under this Agreement.

Step 2: Negotiation

3. Within 14 calendar days after the notice of dispute is given, each Party must appoint representatives to the Governing Committee to participate in one or more meetings, in person or by electronic means, to attempt to negotiate a resolution of the dispute.
4. 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.
5. 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.

Step 3: Mediation

6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

Step 4: Arbitration

12. 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.
13. 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 clause 12. 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 Queen's Bench.

14. 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*.
15. 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.