

**JOINT USE OF FACILITIES AGREEMENT****Langdon High School**

This Agreement made as of the 1 day of October, 2020

**Between:**

**THE BOARD OF TRUSTEES OF  
ROCKY VIEW SCHOOL DIVISION**

a body corporate, incorporated pursuant to the EDUCATION ACT  
S.A. 2012 Chapter E-0.3 as amended  
2651 Chinook Winds Drive SW, Airdrie  
Alberta T4B 0B4  
(hereinafter called the "School Division")

of the first part

and

**ROCKY VIEW COUNTY**

A municipal Corporation under the Municipal Government Act  
RSA 2000, c M-26 as amended  
262075 Rocky View Point, Rocky View County  
Alberta T4A 0X2  
(hereinafter referred to as the "Municipal Corporation")

of the second part

**WHEREAS** it is the purpose of the Municipal Corporation to encourage and assist citizens to organize and participate in leisure and recreational activities and to this end construct, maintain, and operate recreational facilities;

**AND WHEREAS** the Municipal Corporation has adopted a policy of making such facilities available for school programs when the facilities are not required for community programs;

**AND WHEREAS** the School Division has adopted a policy of making school facilities available for leisure and recreational activities when such facilities are not required for school purposes;

**AND WHEREAS** it is the wish of the Municipal Corporation and the School Division, herein referred to as "the Parties", to this Agreement to use these facilities for maximum community benefit;

**NOW THEREFORE** in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

**I. LANGDON REC CENTER/SCHOOL JOINT USE COMMITTEE**

- 1.1. The Parties hereby agree to establish the Langdon Rec Centre/School Joint Use Committee (the Committee). The Chief Administrative Officer of the Municipal Corporation and the Associate Superintendent of Business and Operations of the School Division shall each appoint two members to the Committee.
- 1.2. If needed on an occasional basis, and with agreement of the Committee members, additional members may be invited to join the Committee.
- 1.3. The Committee will be responsible to:
  - 1.3.1. approve community groups to become known as "registered community groups". These groups will be shown in Schedule "G". These registered community groups will fall under the terms and conditions of use outlined herein for registered community groups (including article 7 – Cost of School Division Facility Use)
  - 1.3.2. establish the annual schedule for community access to the school division facility and school access to the municipal corporation facilities. Once established this will be provided to the respective booking agents. The committee will adjust the schedule from time to time, providing the updates to the respective booking agents.
  - 1.3.3. review concerns from/about RVS School use of Municipal Facilities
  - 1.3.4. review concerns from/about registered community groups (as outlined in Schedule "G") use of the School Division facilities.
  - 1.3.5. share information regarding school capacities and constraints, Municipal Corporation capacities and constraints and other information required to carry out the provisions of this Agreement;
  - 1.3.6. monitor the implementation of this Agreement;
  - 1.3.7. create and maintain awareness of the Agreement within their respective organizations; and
  - 1.3.8. evaluate the effectiveness of the Agreement on a regular basis.
- 1.4. The Committee shall meet at least once per year. Additional meetings may be scheduled as required.
- 1.5. The Committee members shall appoint a Chairperson on a yearly basis. Each year the Chairperson of the Committee shall alternate between the School Division's representatives and the Municipal Corporation's representatives on the Committee.
- 1.6. The Municipal Corporation shall provide secretarial support for the Committee.
- 1.7. The Committee shall adopt Roberts Rules of Order unless otherwise agreed upon by its members.

- 1.8. The Committee shall keep minutes for all meetings of the Committee. Copies of the minutes of the meetings shall be provided to the Parties.

## **II. REVIEW OF AGREEMENT**

- 2.1. The Parties shall conduct a formal review of all terms of this Agreement every five (5) years to determine whether changes are necessary or required. In the event of anticipated changes to the *Municipal Government Act* or the *Education Act* that may materially affect any element of this Agreement, the Parties shall conduct a formal review of this Agreement prior to such amendments being enacted to determine what changes to this Agreement may be required.
- 2.2. This Agreement is subject to the provisions of the *Municipal Government Act* and the *Education Act* (collectively referred to as the "Acts") and any requirements regarding the operation of P3 facilities (P3 requirements). Where there is any conflict between the provisions of this Agreement and any P3 requirements, the provisions of the Acts and P3 requirements shall prevail.

## **III. AMENDMENT OF AGREEMENT**

- 3.1. This Agreement shall not be modified, varied or amended except by written agreement of the Parties.
- 3.2. At any time, and from time to time, any one of the Parties to this Agreement may submit to the other for review proposed amendments which it believes are necessary to ensure a proper framework for carrying out this Agreement. Any proposed amendments shall be reviewed by the Parties and their recommendations shall be considered along with the original submission by the Committee within six (6) months of such amendments or recommendation being proposed.
- 3.3. In the event that any of the Parties to this Agreement do not agree to the proposed amendments then this Agreement shall not be amended, and the Dispute Resolution provisions shall not apply.

## **IV. PROCESS FOR DISPUTE RESOLUTION WITH RESPECT TO THE AGREEMENT**

- 4.1. The Committee agrees to utilize all reasonable efforts to resolve any disputes arising with respect to this Agreement in a prompt and amicable manner by direct negotiation between the Parties. Conflicts should be resolved by the Committee members if such individuals have the actual authority to implement such resolution. Any resolution that results in a financial commitment will need to be approved by the Parties.
- 4.2. The Parties shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation, unless and until this Agreement is terminated.
- 4.3. If a dispute cannot be resolved by the Committee members within thirty (30) days from the date it is first raised at the Committee, a Party may refer the dispute to the Municipal

Corporation's Chief Administrative Officer and the School Division's Associate Superintendent of Business and Operations. The Municipal Corporation's Chief Administrative Officer and the School Division's Associate Superintendent of Business and Operations shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration.

- 4.4. If a dispute cannot be resolved by the Municipal Corporation's Chief Administrative Officer and the School Division's Associate Superintendent of Business and Operations by mutual agreement within thirty (30) days of referral to them, either Party may submit the dispute for mediation. Any Party may, on notice to the other Party, request that mediation take place and the Parties shall select a mediator whose qualifications are appropriate to the matter to be mediated. The mediator shall designate a place for a meeting of the mediator with representatives of the Parties.

4.4.1. The cost of the mediator will be equally shared by the Parties.

4.4.2. Any mediation which takes place will be strictly confidential. No proposal or concession made by either Party in the course of mediation may be used by any Party in any subsequent proceedings. The mediator may not be called by any Party as a witness in any subsequent proceedings or be required to produce any documents.

- 4.5. Failing mediation, the matter shall be referred to the elected officials of each of the Parties for the purpose of determining whether there continues to be commitment to this Agreement. Should there no longer be commitment to this Agreement, then the Parties may terminate this Agreement as provided for in this Agreement.

## **V. AVAILABILITY OF SCHOOL DIVISION FACILITIES**

- 5.1. Subject to the school facilities being available the School Division shall make available to the Municipal Corporation for leisure and recreational activities, all those designated portions of present and future school facilities as outlined in Schedule "E". Municipal Corporation activities under this agreement shall be exempt from Board Policy 22 attached as Schedule "A", Administrative Procedure AP5025 (Community Use of School Facilities and Equipment) attached as Schedule "B", and Administrative Procedure AP5014 (Community Use Of Outdoor Spaces) attached as Schedule "C". The School Division shall also make available to the Municipal Corporation for use by Municipal Corporation, the non-expendable recreational equipment at the costs outlined in the schedule "E". The Municipal Corporation acknowledges and agrees that the attached Schedules "A", "B" and "C" are the current Policy and Administrative Procedures of the School Division and are subject to change at the School Division's sole discretion, without the agreement of the Municipal Corporation being required. The attached Schedule(s) shall be replaced as necessary, from time to time.
- 5.2. The Municipal Corporation may access the School Facilities spaces in Schedule "E" on non-instructional days, provided permission to use the school facilities on non-instructional days is granted by the School Division.

## **VI. AVAILABILITY OF MUNICIPAL CORPORATION FACILITIES**

- 6.1. The Municipal Corporation shall make available to the School Division, for school programs,

all present and future recreational facilities that the Municipal Corporation owns or operates as listed in Schedule "F". The recreational facilities and hours of use presently available are listed in Schedule "F" to this Agreement. Schedule "F" shall be amended from time to time by adding references to reflect hours of use as negotiated between the parties to this Agreement that are available to the School Division. The Municipal Corporation shall make available to the School Division, for school programs, all non-expendable recreational equipment in the facilities outlined on Schedule "F".

- 6.2. Future Municipal Corporation recreational facilities shall be made available to school groups for school programs during the designated times that will be negotiated between the Parties in an amended Schedule "F" to this Agreement.

## **VII. COST OF SCHOOL DIVISION FACILITY USAGE**

- 7.1. The Municipal Corporation agrees to pay the fees as outlined in schedule "E" annually upon receipt of an invoice from the School Division. The fees will be based on actual use as scheduled annually and adjusted from time to time by the Joint Use Committee.

## **VIII. COST OF MUNICIPAL CORPORATION FACILITY USAGE**

- 8.1. The School Division agrees to pay the fees as outlined in schedule "F" annually upon receipt of an invoice from the Municipal Corporation. The fees will be based on actual use as scheduled annually and adjusted from time to time by the Joint Use Committee.
- 8.2. School groups shall pay for instructors provided by, or through, the Municipal Corporation at the normal rates charged for such instructors.

## **IX. INSURANCE**

- 9.1. Each Party shall at all times carry, and continue to carry, adequate and proper Comprehensive General Liability Insurance, so as to provide protection against claims from personal injury, death or property damage which may arise in connection with the use of the facilities under this Agreement. It is agreed that each Party shall supply copies of their respective insurance policies to each other in a form satisfactory to the other party. Such insurance policies shall provide, at a minimum, coverage against a liability claim or settlement of Five Million (\$5,000,000.00) Dollars for any one claimant with no aggregate limit. Both Parties shall have their insurers confirm in writing by endorsement to their policies, or otherwise, as is satisfactory to the other Party's insurers, confirmation that there is no co-insurance provision

## **X. INDEMNIFICATION**

- 10.1. Each Party does hereby indemnify the other Party, to the extent of the insurance that its insurers agree to provide to the indemnified Party, from and against all actions, suits, claims demands, losses, fees, costs, charges, damages and expenses of every kind incurred, sustained or claimed, arising out of, or depending in any way on the acts, or omissions, whether negligent or not, of the indemnifying Party, or its servants, agents, employees, or others under its control or direction.

**XI. COST OF PROPERTY DAMAGE**

11.1. The Parties to this Agreement agree that the cost of repairing property damage, other than normal wear and tear, arising out of the use of the facilities, as outlined in Schedules "E" and "F", of this Agreement, as either is amended from time to time, will be assessed to and paid for by the respective user of the facility that caused the damage. If any costs of damage are not paid within thirty (30) days of being invoiced, the Party who has not been paid may refuse use of its facilities to the offending Party, notwithstanding any provision of this Agreement.

**XII. OPERATING AND MAINTENANCE**

12.1. Operation and maintenance of the respective facilities shall be the responsibility of the Party owning or operating of each facility.

**XIII. RULES AND REGULATIONS**

13.1. It is further agreed that the following general rules and regulations shall apply:

- 13.1.1. In School Division facilities priority will be given to school sponsored programs first and Municipal Corporation programs under this agreement second.
- 13.1.2. In Municipal Corporation facilities priority will be given to the Municipal Corporation's activities first and School division access second.
- 13.1.3. The supervision and discipline of the School Division's students using the Municipal Corporation's facilities during school programs is the responsibility of the School Division.
- 13.1.4. The supervision of Municipal Corporation programs using school facilities is the responsibility of the Municipal Corporation.
- 13.1.5. Where Government regulations require specialized supervision, for example, lifeguards at swimming pools, it is the responsibility of the Municipal Corporation to provide such specialized supervision without charge to the School Division, provided that if such supervisors provide instruction to school groups, the school group shall be responsible for the cost of that instruction, as provided in this Agreement.
- 13.1.6. Both the Municipal Corporation and the School Division shall maintain their facilities and equipment in a safe condition providing evidence of such upon request of the Committee.

**XIV. TERMINATION**

14.1. The Agreement may be terminated by either Party giving notice to the other Party before June 1<sup>st</sup> in any year, and upon such notice being given this Agreement ceases to have effect on September 1<sup>st</sup> in the year following the school year in which the notice is given. Notice shall be provided in writing to the School Division at its central office to the attention of the

Associate Superintendent of Business and Operations and to the Municipal Corporation at its address as known to the School Division to the attention of the Chief Administrative Officer.

- 14.2. The Agreement may be terminated by either Party giving notice to the other Party prior to September 1, 2024. Notice shall be provided in writing to the School Division at its central office to the attention of the Associate Superintendent of Business and Operations and to the Municipal Corporation at its address as known to the School Division to the attention of the Chief Administrative Officer.

## **XV. TERM**

- 15.1. This Agreement shall come into effect on September 01, 2024 and shall continue to be in effect for 5 (five) years unless terminated or amended as previously outlined. This agreement can be extended upon the mutual agreement of the Parties. Amendment of any Schedule to this Agreement shall not be a termination and creation of a new agreement but merely a modification of this Agreement.

## **XVI. ARBITRATION**

- 16.1. In the event of a dispute arising between the Parties regarding the interpretation, application operation or alleged violation of this Agreement, such dispute shall be determined by arbitration in accordance with this Agreement.
- 16.2. The Party alleging a dispute (the "First Party") shall notify the other Party (the "Opposite Party") in writing of the details of the nature and extent of the dispute.
- 16.3. Within ten (10) working days from receipt of notice, the Opposite Party shall in writing notify the First Party of the matters referred to in the initial notice for which it accepts responsibility, if any, and what remedial action it proposes to take.
- 16.4. The terms of reference for arbitration shall be those areas of dispute referred to in the initial notice with respect to which the Opposite Party has not admitted responsibility, or the proposed remedial action is not to the satisfaction of the first party.
- 16.5. The First Party shall, within fifteen (15) working days of the establishment of the terms of reference, submit in writing to the Opposite Party, the name, or a list of names, of the person, or persons, that it accepts as an arbitrator.
- 16.6. The Opposite Party shall respond in writing to the First Party within ten (10) working days of receipt of the list of names of the proposed arbitrator(s) provided by the First Party, by way of providing the name, or list of names, of the proposed person, or persons, that it accepts as an arbitrator or, agreeing to the First Party's proposed person, or one of the proposed persons to serve as arbitrator. If the Parties cannot agree on an arbitrator within thirty (30) working days, either Party may apply to the Court of Queen's Bench for the appointment of an arbitrator.
- 16.7. Within thirty (30) working days of the appointment of the arbitrator, or such further period as may be agreed upon by the Parties, the arbitrator shall resolve the matters in dispute

referred to in the terms of reference.

16.8. The decision of the arbitrator shall be final, conclusive and binding upon both Parties subject to being questioned, or reviewed, in the Court of Queen's Bench by an application for judicial review.

16.9. The costs of the arbitrator shall be borne equally by the Parties.

16.10. Each of the Parties to this Agreement shall bear all of their own legal costs and disbursements incurred in retaining, if necessary, legal counsel to represent their respective interests at the arbitration

#### **XVII. SUCCESSORSHIP**

17.1. This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

#### **XVIII. PRIOR AGREEMENTS**

18.1. On the effective date of this Agreement, any previous agreements or any portions of such Agreements dealing with joint use of facilities executed by the School Division and Municipal Corporation, shall be terminated and be of no effect.

#### **XIX. EXECUTION IN COUNTERPART**

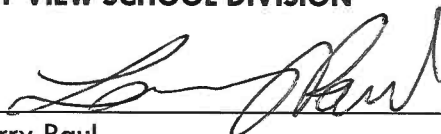
19.1. The Parties shall be entitled to execute this Agreement, and any future amendments to this Agreement, in counterpart, not under seal, and to rely on delivery of facsimile or scanned and e-mailed copy of this Agreement once executed, and facsimile or e-mail transmissions by the parties of any such facsimile or scanned copy shall be legally effective to create a valid and binding agreement between the parties in accordance with the terms of this Agreement.

**{Remainder of page intentionally left blank. Signature page to follow}**



**IN WITNESS WHEREOF** the parties have executed this Agreement under the hands and seals of their proper officers on the day, and year, first above written.

**THE BOARD OF TRUSTEES OF  
ROCKY VIEW SCHOOL DIVISION**

Per:  (c/s)  
Larry Paul  
Associate Superintendent of Business and Operations

Signed this 1 day of October, 2020



**Rocky View County**

Per:  (c/s)  
(Greg Boehlke, Reeve)

Signed this 29 day of September, 2020

**SCHEDULE "A"**  
**BOARD POLICY 22 – Community Use of Schools**

[https://www.rockyview.ab.ca/board\\_policies/board-policies/board-policy-22-community-use-of-school-facilities-and-equipment-effective-september-1-2019/view](https://www.rockyview.ab.ca/board_policies/board-policies/board-policy-22-community-use-of-school-facilities-and-equipment-effective-september-1-2019/view)

**SCHEDULE "B"**

**AP5025 - Community Use of School Facilities and Equipment**

[https://www.rockyview.ab.ca/staff/admin\\_procedures/500-business-administration/business-and-operations/ap5025-community-use-of-schools-and-facilities/view](https://www.rockyview.ab.ca/staff/admin_procedures/500-business-administration/business-and-operations/ap5025-community-use-of-schools-and-facilities/view)

**SCHEDULE "C"**  
**AP5014 - Community Use of Outdoor Spaces**

[https://www.rockyview.ab.ca/staff/admin\\_procedures/500-business-administration/business-and-operations/ap5014-community-use-of-outdoor-spaces/view](https://www.rockyview.ab.ca/staff/admin_procedures/500-business-administration/business-and-operations/ap5014-community-use-of-outdoor-spaces/view)

**SCHEDULE "D"**  
**Municipal Equipment and Booking process**

N/A

**SCHEDULE "E"**  
**School Facilities and Cost Sharing**

**USE OF SCHOOL FACILITIES**

**School Gymnasium**

- Monday 6:00PM to 9:00PM
- Tuesday 6:00PM to 9:00PM
- Saturday 9:00 AM to 5:00 PM

**School Area(s) (other)**

- Monday 6:00PM to 9:00PM
- Tuesday 6:00PM to 9:00PM
- Saturday 9:00 AM to 5:00 PM

**School Fields**

- TBD

**School Parking Lot**

- Monday 6:00PM to 9:00PM
- Tuesday 6:00PM to 9:00PM
- Saturday 9:00 AM to 1:00 PM

**Non-Instructional Day Costs**

- \$225 per hour (minimum three hours)

**Instructional Day Costs**

- \$112 per hour

**Caretaking Costs**

- Included in rates above.

Access schedule to be developed annually.  
Hourly rates to be reviewed annually.

**SCHEDULE "F"**  
**Municipal Corporation Recreational Facilities and cost sharing**

**USE OF MUNICIPAL CORPORATION FACILITIES**

**Municipal Corporation Recreation Centre**

- N/A

**Municipal Corporation Arena**

- N/A

**Municipal Corporation Fields**

- Quad Diamond

**Municipal Corporation Parking Lot**

- Quad Diamond Parking lot for Instructional days overflow parking

**Operating Costs**

- To be determined

**Caretaking Costs**

- N/A

Access schedule to be developed annually.  
Hourly rates to be reviewed annually.

**SCHEDULE "G"**  
**Registered Community Groups**