

This Agreement is made and entered into as of the ____ day of _____, 2022.

JOINT USE AND PLANNING AGREEMENT

BETWEEN:

FOOTHILLS COUNTY

A Municipal corporation pursuant to the
Municipal Government Act, Chapter M-26 as amended;
(the “County”)

AND:

THE FOOTHILLS SCHOOL DIVISION

A body corporate, incorporated pursuant to
the *Education Act* SA 2012, C E-0.3, as amended;
(the “Public School Board”)

AND:

CHRIST THE REDEEMER CATHOLIC SEPARATE SCHOOL DIVISION

A body corporate, incorporated pursuant to
the *Education Act* SA 2012, C E-0.3, as amended;
(the “Separate School Board”)

AND:

**THE FRANCOPHONE REGIONAL AUTHORITY OF THE SOUTHERN
FRANCOPHONE EDUCATION REGION**

A body corporate, incorporated pursuant to the *Education Act* SA 2012, C E-0.3,
as amended;
(the “Francophone School Board”)

(Individually a “Party”, and Collectively the “Parties”)

WHEREAS:

- A. The County is charged with the management and structuring of processes related to the transfer, use, and disposition of Reserves Lands;
- B. It is the responsibility of the County to plan, develop, construct and maintain public parks, recreational lands and facilities within the boundaries of the County’
- C. The School Authorities are charged with the creation and delivery of educational services and to provide the necessary facilities for these services;
- D. Pursuant to the Order in Council 178/2020, and subsequent amendments to S 670(1) of the MGA, and section 53.1 of the Education Act, the Parties seek to enter into a joint use and planning Agreement to affirm their commitment to the principles of shared use and development of Joint Use Spaces on Reserve Lands, as amended from time-to-time;
- E. In this way, the Parties seek to advance, promote, and encourage opportunities and programs for collaboration amongst the Parties for their joint benefit, and the benefit of the surrounding rural communities,

NOW THEREFORE IN CONSIDERATION of the mutual covenants and terms contained herein, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

Section 1.01 For the purposes of this Agreement, including the recitals hereto, the following definitions apply:

- (a) **“Agreement”** means this Agreement including its schedules which are attached;
- (b) **“Approving Authority”** means the person(s) charged with the decision-making authority with respect to any application for subdivision, new development, or repurposing within the boundaries of the County, in consultation with all relevant Parties including those Party to this agreement, pursuant to the MGA, and includes and board, tribunal, council or governing body where a decision is made by either appellate body on appeal to it;
- (c) **“Disclosed Information”** means the information disclosed by a Party for the purpose of settlement, Negotiation or Mediation;
- (d) **“Dispute”** means any matter that the Parties are unable to resolve themselves, which includes but is not limited to a difference of opinion, differing interpretation or a divergence of interest.;
- (e) **“Dispute Resolution Procedure”** means the steps and process to seek dispute resolution as outlined in Schedule “A”;
- (f) **“Effective Date”** means the _____ of _____, 2022 or such other date as may be mutually agreed to in writing by the Parties;
- (g) **“Education Act”** means the *Education Act* RSA 2012, c E-0.3, as amended from time-to-time.;
- (h) **Governance Committee** means the committee as formed on an ad hoc basis as contemplated in Article 11;
- (i) **“Joint Use Space(s)”** means any facility, recreational site or lands designated by the Parties as being a space falling under the governance of this Agreement, and being available for use by all Parties and User Groups for Joint Use Purposes;
- (j) **“Joint Use Purpose(s)”** means the booking and use of a Joint Use Space by the Parties to this Agreement or a designated User Group for the benefit of the residents of the County and the students and staff of the School Authorities;
- (k) **“Mediation”** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly engage the services and meet with a Mediator to participate in a Mediation, conciliation or similar dispute resolution process;
- (l) **“Mediator”** means the person appointed to facilitate the resolution of a Dispute between the Parties as contemplated in Schedule “A”;
- (m) **“MGA”** means the *Municipal Government Act* RSA 2000, c M-26, as amended from time-to-time;
- (n) **“Municipal Reserve(s)”** means any Lands dedicated or under the control of the County;
- (o) **“Municipal and School Reserve(s)”** means any Lands jointly dedicated or jointly under the control of the County and any of the School Authorities;

- (p) **“Negotiation”** means a process whereby a Representative of each Party, with or without legal counsel, agrees to jointly discuss, communicate and seek resolution of any particular issue in question as contemplated in Schedule “A”;
- (q) **“Principles”** means those fundamental concepts, set out in Section 2.02 of this Agreement that shall guide the actions and relations of the Parties as they work together to meet the needs of communities within the County;
- (r) **“Project Plan”** means any and all planning or site development documentation used to facilitate the School Site and/or Joint use Space creation process between the County and any one of the School Authorities to which the School Site and/or Joint Use Spaces shall be built to accommodate;
- (s) **“Representative”** means an individual who holds a senior position with a Party and who has full authority to act on behalf of that Party for the purposes of this Agreement or any Dispute arising therein;
- (t) **“Reserve Lands”** means any Municipal Reserve, School Reserve or Municipal and School Reserve (in each case such terms shall not include lands held as Environment Reserve) as defined under the provisions of the MGA;
- (u) **“School Authority(ies)”** means the Public School Board, the Separate School Board and the Francophone School Board either referred to individually in a contextual way or collectively;
- (v) **“School Authority User Group(s)”** means any user group founded, lead or affiliated with a School, School Division or School Board operating within as or within one of the three School Authorities Party to this agreement;
- (w) **“School Sites”** means any part of Reserve Lands upon which school facilities and buildings, related ornamental lawn areas, parking lots, sports fields and play areas are located;
- (x) **“School Reserve(s)”** means any lands dedicated or under the control of any of the School Authorities; **and**
- (y) **“User Groups”** means any school or community group within the County that meets the eligibility criteria as set out in any operating guidelines for existing or future Joint Use Spaces.

Section 1.02 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neutral, body politic or body corporate where the fact or context so requires and the provisions hereof.

Section 1.03 The division of this Agreement into articles and sections and the headings of any articles or sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

ARTICLE 2. PURPOSES

Section 2.01 The Purpose of this agreement is to provide a foundation for the general relationship and operational structure between the Parties in respect to the planning, development, servicing, use and maintenance of new or existing School Sites and Joint Use Spaces, as well as any and all associated Reserves Land transfers, dispositions or usages, as directed under the MGA and the Education Act.

Section 2.02 The Parties agree that in entering into this Agreement, they are committing to the following guiding principles:

- (a) **Access:** The Parties will make all reasonable endeavors to provide and ensure that Joint Use Spaces are available by other Parties, User Groups and the community at large.
- (b) **Organizational Integrity:** The Parties will respect and adhere to their respective organizational cultures, mandates, budgets and administrative processes.
- (c) **Agreement Supremacy:** The Parties agree that this Agreement forms the foundation and basis for all dealings related joint use and planning within the boundaries of the County.
- (d) **Cooperation:** The Parties will work together to ensure that the rights of each other Party are respected, validated and managed in a cooperative fashion, in line with the operating framework as addressed in this Agreement.
- (e) **Collaboration:** The Parties will work and recognize the values of appropriateness, adaptability, accessibility, affordability, accountability, respect and reasonableness in collaborating to promote, support and manage the development of schools and recreation in a rural setting, and cope with the unique challenges associated with this type of development.
- (f) **Communication:** The Parties will undertake communications and ongoing dialogue as required during the term of this Agreement.
- (g) **Conflict Resolution:** When conflict arises in relation to this Agreement, the Parties will endeavor to utilize their best efforts to work together and resolve the disputes in a respectful way, in the spirit of cooperation and collaboration.
- (h) **Costs to Parties:** All costing will be kept to a minimum and managed between all Parties.
- (i) **Mutual Services/Contribution:** The Parties shall provide for advancement, promotion and encouragement of opportunities and programs for their joint benefit, as well as the ultimate benefit of the stakeholders of the respective Parties and the surrounding communities, and provide for corresponding contribution to costs of services.
- (j) **Transparency:** The Parties will make available to each other any and all information relevant or necessary to this Agreement.

ARTICLE 3. PLANNING

- Section 3.01** The Parties to this Agreement collectively agree to collaborate on the framework, planning and development of School Sites and associated Joint Use Spaces on Reserve Lands within the County.
- Section 3.02** The Parties and their Representatives agree to seek to be informed and engage in School Site planning meetings on a regular basis or ad-hoc basis as determined collectively by the parties, to discuss the ongoing status of any School Site or Joint Use Space development.
- Section 3.03** The Parties agrees to form a School Site working committee to support School Site and Joint Use Space planning and development as required and, on an ad-hoc basis, which will be primarily responsible for:
- (a) Developing analytical information and research to support business planning documentation related to future trends, expectations, learning objectives and outcomes for educational programs and the School Sites and Joint Use Spaces which support said programs;
 - (b) Provide input and support for the collection, management and processing of information related to the demand for new School Sites and Joint Use Spaces on Reserve Lands, in anticipation of the continued growth and expansion of the population and needs for educational services within the County;

- (c) Engage in training, development and information gathering processes to support the long-term viability of any School Site or Joint Use Space planning activity;
- (d) Review area structure plans, as required between any two (2) or more Party's to this Agreement and in consultation with the appropriate industry expertise;
- (e) Provide input and support in County policy development as it pertains to educational programs, School Sites and Joint Use Spaces which support said programs; and
- (f) Ensure reasonable and sufficient lead times are contemplated for the planning of any School Site and/or Joint Use Space where any subdivision application and Project Plan for Reserve Lands involve the purchase of additional land to support any new development.

Section 3.04 The Parties to this Agreement collectively agree to the following general process with respect to the planning for new School Sites and Joint Use Spaces:

- (a) Form the School Site working committee between any two (2) or more Party's to this Agreement as required;
- (b) Collaborate on the approach to create a Project Plan for School Sites and Joint Use Spaces;
- (c) Collectively support the review and approval process of new School Sites and Joint Use Spaces based on the Project Plan; and
- (d) As required, seek a land allocation or subdivision application for any proposed use of Reserve Lands for School Sites or Joint Use Spaces within the County.

ARTICLE 4. CONDITION PRECEDENT

Section 4.01 Notwithstanding anything contained within this Agreement, the Parties acknowledge and agree that the final decision to proceed with any steps, undertakings, arrangements or other matter whatsoever beyond the evaluation of a Project Plan will not occur unless and until:

- (a) Each Party is satisfied, acting reasonably, that any Project Plan will produce financially viable and practical options or alternatives worth pursuing further by all or any combination of the Parties;
- (b) The Representatives of the participating Parties shall have formally approved the plans, and have duly authorized the execution of the plans; and
- (c) Accordingly agreed that the authorities provided by the Parties under this Agreement is limited to the contents of the Project Plan contemplated therein.

Section 4.02 The Parties acknowledge that:

- (a) The Parties and anyone acting on behalf of any of them have not made and make no representations, warranties, promises or agreements whatsoever relating directly or indirectly to the subject matter of this Agreement or any project contemplated therein, except to the extent specified in this Agreement; and
- (b) Each of the Parties are acting on their own behalf, and are not an agent of the other Party for any purpose relating to this Agreement, and consequently each Party has no authority, and has had no authority, whether express or implied to bind or to make any representations on behalf of the other Party relating directly or indirectly to this Agreement save and except for as evidence in agreement,

or as evidenced in the minutes, resolutions or records of meetings of the Parties or the committees contemplated within this Agreement.

ARTICLE 5. DEVELOPMENT

- Section 5.01** All Reserve Lands shall be dealt with as set out in this Agreement and in compliance with the provisions of both the MGA and the Education Act, and any respective applicable regulations.
- Section 5.02** The School Authorities agree that with respect to any and all proposed subdivision, development or proposals for School Sites and Joint Use Spaces, that each School Authority related to the development shall seek to gather or propose land space to accommodate the School Site or Joint Use Space, and shall seek community funding and programming support as required.
- Section 5.03** Any and all proposed subdivision, development or pre-purposing of Reserve Lands for School Sites will be proposed in recognition and adhere to any Government of Alberta site readiness or work requirement guidelines deemed relevant by either the Parties or the Approving Authority, and as amended from time-to-time, including any additional and appropriate geotechnical analysis and environmental site assessment as deemed required or necessary by either the Parties or the Approving Authority.
- Section 5.04** The Parties shall recommend, based on the Project Plan to the Approving Authority, the location, size and configuration of all Reserve Lands which may be committed to School Site and Joint Use Spaces at the subdivision approval stage so as to optimize the use of available Reserve Lands, in accordance with the provisions of Section 3.01 herein and pursuant to Section 670(1) of the MGA.
- Section 5.05** The Approving Authority shall determine upon receipt of a land allocation or subdivision application, as set out in this Agreement and the MGA, the geographical extent of the Reserve Lands to be set aside by the registered owner or cash in lieu monies to be provided in place of Reserve Lands.
- Section 5.06** The School Authorities acknowledge that any Reserve Lands dedication at the time of a land allocation or subdivision application is also used to address the open space needs of the Municipality.
- Section 5.07** The County and Approving Authority will attempt to accommodate any proposed subdivision, development or a Project Plan for School Sites and Joint Use Spaces. In the event Reserve Lands are not available or are considered unsuitable by the School Authority in question, the County may, at its sole discretion make alternative arrangements to provide a School Site and Joint Use Space with the appropriate site development needs to meet the requirements of any land allocation, subdivision application and Project Plan.
- Section 5.08** While the County shall not be obligated to acquire lands for School Sites, and in the event that any purchase of land is deemed feasible and required, the County shall endeavor to purchase land for the required School Site in accordance with the processes outlined in the MGA.
- Section 5.09** The Parties to this Agreement agree to collaborate and jointly work towards an equitable cost sharing development agreement, on a project basis and in conjunction with available provincial government funding with respect to any on site infrastructure development requirements, including but not limited to, grading, interior roads, parking, engineering and servicing.
- Section 5.10** The School Authorities shall provide to the County any and all schematic, engineering or the outcomes of development planning activity required to support any on site transportation, utilities and grading or construction infrastructure.
- Section 5.11** The County agrees and ensures that all off site transportation, utilities, including potable water and wastewater servicing infrastructure shall be provided, build and/or funded by the County in

conjunction with available provincial government funding, to provide access and utility services to accommodate School Sites and any Joint Use Space Project Plan.

Section 5.12 The Parties to this Agreement shall make efforts to accommodate additional or temporary School Sites needs during the planning, development, construction and subsequent operation of School Site or Joint Use Spaces. Specifically, any School Authority primarily responsible for or the owner of any School Site or Joint Use Space shall be responsible for any and all specific build requirements, including but not limited to the provision of access and egress, site planning and permitting for modular school building usage.

ARTICLE 6. TRANSFERS

Section 6.01 The Parties to this Agreement shall ensure that any transfer of Municipal Reserves, School Reserves and Municipal and School Reserves within the boundaries of the County is accomplished and conducted in accordance with the specific provisions of the MGA, as may be amended from time-to time.

Section 6.02 All costs associated with the transfer of any portion of Reserve Lands for a School Site shall be paid by the County, and include all costs associated with required subdivision and registration.

ARTICLE 7. DISPOSITION

Section 7.01 The County shall endeavor to, in recognition and review of any planning and development outcomes for School Sites and Joint Use Spaces as created by The Parties, consult each School Authority prior to any disposition decision of any Reserve Lands under the MGA. Notwithstanding the consultation described, the approval of School Authorities is not required in the disposition of Reserve Lands.

Section 7.02 The School Authorities shall adhere to any applicable disposition process required by the MGA, and provide evidence and reporting of any requirements applied to the disposition of property and the operation of schools as contemplated under the Education Act and any associated regulations, with specific regard to the *Disposition of Property Regulation AR 86/2019*.

Section 7.03 Any and all changes to the status of Reserve Lands under the control or management of the School Authorities shall be discussed and conferred in consultation with all other Parties to this Agreement. Notwithstanding the consultation described, no approval of the Parties is required hereunder.

ARTICLE 8. SERVICING

Section 8.01 The provision of utilities and school transportation requirements to anticipated School Sites and Joint Use Spaces will be carried out in an equitable, cooperative and collaborative way for any planning, creation and future contracting requirements needed between the County and any applicable School Authority.

Section 8.02 Based on the subdivision application, Project Plan and any associated development documentation, the Parties collectively agree to make best efforts to seek servicing solutions which utilize established off-site Municipal water and wastewater systems.

Section 8.03 Any utilities specifications or developmental requirements shall be referred by the Parties to the Approving Authority and any other relevant authority equipped to support and advise on the development of utility services on a School Site and Joint Use Space project basis.

Section 8.04 Any proposed subdivision application, Project Plan or any associated development documentation which proposed on-site water, wastewater and other utility services shall account for and provide contingency planning and accommodation of any and all permitting, licensing or governmental approvals, as well as any planning or development economies of scale for the purposes of maximizing service to multiple School Sites or Joint Use Spaces.

Section 8.05 Any enhancements or improvements required to existing School Sites shall be collaboratively discussed and managed by the Parties, with the primary responsibility for any and all activity being the School Authority responsible for the School Site in question. The County may provide support and services, on a project-by-project basis, in consideration of equitable compensation for any costs incurred in the provision of the services.

ARTICLE 9. RESERVES MAINTENANCE

Section 9.01 Maintenance of Municipal Reserves shall be the responsibility of the County.

Section 9.02 Maintenance of Municipal and School Reserves shall be the responsibility of both the County and the affected School Authority, and the sharing of the cost of such maintenance shall be negotiated between the County and the School Authority responsible for the Municipal and School Reserve.

Section 9.03 Maintenance of School Reserves shall be the responsibility of the School Authority to which the School Reserve has been allocated.

ARTICLE 10. JOINT USE SPACES

Section 10.01 In accordance with Section 3.01 and pursuant to Section 671(2) of the MGA, the Parties and their Representatives agree to work collaboratively on any planning, creation and future contracting requirements needed to facilitate the operations of, and responsibilities associated with Joint Use Spaces, with the intention of using said spaces for Joint Use Purposes.

Section 10.02 The Parties agree to cooperatively develop site specific use agreements and operational guidelines for any Joint Use Space under the Control of the School Authorities or the County pertaining to the details of use, rental, cost and any relevant facility or site information required. These use agreements shall supersede this Agreement, but shall operate congruently and reflect the principles of this Agreement.

Section 10.03 The creation of or continued use of any Joint Use Spaces located on Reserve Lands and under the management or control of the County shall be managed under the following guidelines:

- (a) The County shall be primarily responsible for these Joint Use Spaces, including the maintenance, operational costs and requirements, utilities, normal wear and tear and any staffing requirements;
- (b) The County shall determine what activities can be accommodated by these Joint Use Spaces as negotiated in either a lease or a site-specific joint use agreement;
- (c) The County may recover from the School Authorities or any User Groups a portion of the cost of making the Joint Use Space available to User Groups affiliated to School Authorities, as negotiated in either a lease or a site-specific joint use agreement; and
- (d) The County may recoup any extraordinary costs incurred as a result of vandalism, damage or other costs not associated with the normal wear and tear of a Joint Use Space as a result of the use or occupation of the same by a School Authority User Group.

Section 10.04 The creation of or continued use of any Joint Use Spaces located on Reserve Lands and under the management or control of the School Authorities shall be managed under the following guidelines:

- (a) The School Authorities shall be primarily responsible for these Joint Use Spaces including the maintenance, operational costs and requirements, utilities, normal wear and tear and any staffing requirements;

- (b) The School Authorities shall determine what activities can be accommodated by these Joint Use Spaces, as negotiated in either a lease or a site-specific joint use agreement;
- (c) The School Authorities may recover from the County or any User Groups a portion of the cost of making the Joint Use Space available to any Community User Groups associated or operating within the boundaries of the County, as negotiated in either a lease or a site-specific joint use agreement; and
- (d) The School Authorities may recoup any extraordinary costs incurred as a result of vandalism, damage or other costs not associated with the normal wear and tear of a Joint Use Space, as a result of the use or occupation of the same by a User Group.

Section 10.05 A Joint Use Space may be determined to be temporarily unavailable if the facility or site is needed by its controlling Party to meet its responsibilities or provide services or programs to its constituents.

Section 10.06 In addition to any other form of insurance, as the Parties may reasonably deem necessary, the Parties shall at all times maintain comprehensive general liability insurance with respect to any and all Joint Use Space in respect to bodily injury, personal injury or death. The amount and type of insurance carried by the Parties may vary from time to time, in consultation and notice to all Parties. Where appropriate, the insurance carried by the Parties pursuant to this section shall contain, where appropriate, a severability of interest clause or a cross liability clause.

Section 10.07 Each Party (the “indemnifying Party”) agree to indemnify and hold harmless the other Parties (the “non-indemnifying Party”), their servants, council members, volunteers, agents, and employees from and against losses, claims, demands, payments, suits, judgements or expenses of any kind or nature and description arising out of or in consequence of any breach or non-performance of any covenant or condition in this Agreement to be fulfilled, observed or performance by the indemnifying Party, except for claims arising out of the sole negligence of one or more of the Non-identifying Parties, its servants, council members, volunteers, agents, and employees.

ARTICLE 11. OPERATING FRAMEWORK

Section 11.01 Without limiting the forgoing and with respect to the principles of the Agreement as outlined in Section 2.02, the Parties agree to provide up to two (2) Representatives to sit on and attend to the conduct meetings and business of a Governance Committee relevant to this Agreement.

Section 11.02 The Governance Committee shall be responsible for such duties and responsibilities as the Parties may assign or otherwise include within terms of reference for the committee, including by not limited to establishing ad hoc sub-committees as required to address operational issues necessary to fulfill the obligations of this Agreement.

Section 11.03 Without in any way altering or adding to the Parties’ agreements set forth above, the Governance Committee shall (subject always to appropriate authorities provided by the Parties, and as such as and when called upon by the Parties) have the following functions and responsibilities:

- (a) Provide clarity and interpretation of the provisions of this Agreement;
- (b) Implementation of this Agreement in situations where the dedicated Representatives of each Party require group consensus;
- (c) Ensure all meeting records, minutes, discussion and outcomes are collected and reviewed during each session of formation and operation;
- (d) Recommendations, proposals and implementation of amendments to the Agreement as required; and

- (e) Evaluating the outcomes and effectiveness of the Agreement.

Section 11.04 Unless otherwise agreed to by the Parties or the Representatives of the Governance Committee, and subject always to the practical issue of availability, the Governance Committee shall meet for the initial review meeting of this Agreement on or before the 2-year anniversary of the Effective Date. Any subsequent review meetings will occur every 5 years, on the anniversary of the Effective Date.

Section 11.05 The parties agree and acknowledge that:

- (a) All actions, approvals and decisions required to be taken, given or made by the Parties in respect of the Agreement shall be made by the Governance Committee;
- (b) All actions, approvals and decisions concerning this Agreement and approved by the Governance Committee shall be final and binding on the Parties, with respect to the particular matter put forth before the Governance Committee;
- (c) Each Representative of the Parties who sit on the Governance Committee shall have the full authority to act on the behalf of the Party that appointed he/she, and that decisions made by each Party's representative to the Governance Committee shall be binding on that Party to the limited extent contemplated under this Agreement;
- (d) Each Representative to the Governance Committee shall have one (1) vote each;
- (e) Quorum for the meetings of the Governance Committee shall be enough Representatives that represent all four (4) Parties at the meeting; and
- (f) All resolutions put forth before the Governance Committee requires a unanimous resolution.

Section 11.06 Each Party agrees to indemnify and hold harmless the other Parties, their servants, volunteers, agents and employees from and against losses, claims, demands, payments, suits, judgments or expenses of every nature and description arising out of or in consequence of any breach or non-performance of any covenants or conditions in this Agreement to be fulfilled, observed or performed by the Indemnifying Party, except for claims arising out of the sole negligence of one or more of the Non-Indemnifying Parties, its employees, agents, servants or volunteers.

ARTICLE 12. TERMINATION

Section 12.01 No Party to this Agreement shall unilaterally terminate this Agreement, and the terms and conditions contained therein shall remain in full force and effect during any periods of alteration or amendment to this Agreement, and subject always to the requirements of governing legislation or statutes.

Section 12.02 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 seek amendments or review of this Agreement as per the notice provisions in Section 13.01.

Section 12.03 If written notice is received, all Parties shall seek to review and amend the Agreement as outlined in Article 11 therein, and if so required undertake the Dispute Resolution Process as outlined in Schedule "A".

ARTICLE 13. GENERAL PROVISIONS

Section 13.01 The Parties agree that any notice provided for in this Agreement shall occur as outlined below:

- (a) Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing.

- (b) Any Notice required or permitted hereunder shall be sent to the intended recipient at its address as follows:

COUNTY

309 Macleod Trail
Box 5605
High River, AB
T0V 1M7
Attention: **CAO**
E-mail:
Phone:

PUBLIC SCHOOL BOARD

Attention: **Superintendent**
E-mail:
Phone:

SEPARATE SCHOOL BOARD

Attention: **Superintendent**
E-mail:
Phone:

FRANCOPHONE SCHOOL BOARD

Attention: **Superintendent**
E-mail:
Phone:

- (c) Notice shall be served by one of the following means:
- (i) by delivering it to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received when actually delivered to such Party;
 - (ii) if delivered to a corporate Party, by delivering it to the address specified in (a) during normal business hours. Notice delivered in this manner shall be deemed received when actually delivered;
 - (iii) by fax or email to the Party on whom it is to be served. Notice delivered in this manner shall be deemed received on the earlier of:
 - 1) if transmitted before 3:00 p.m. on a Business Day, on that Business Day; or
 - 2) if transmitted after 3:00 p.m. on a Business Day, on the next Business Day after the date of transmission; or

- (iv) by mailing via first class registered post, postage prepaid, to the Party to whom it is served. Notice so served shall be deemed to be received five (5) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Section 13.02 Any dispute arising between the Parties hereto regarding the interpretation, application or operation of this Agreement or any part of it shall be determined in accordance with the provisions of the dispute resolution procedure attached hereto as Schedule "A" before any Party may take any other action or step or pursue any available remedy in relation to the dispute regardless of whether such action, steps or remedy involves the courts, or any other tribunal or entity, provided however that any Party may file a complaint or other document required to be filed with the courts, any board, tribunal or entity and take any other action or step prior to submitting any dispute to the dispute resolution process if such filing, action or step is necessary to preserve its right to pursue the dispute in the event that the dispute resolution process is unsuccessful in resolving the dispute.

Section 13.03 Notwithstanding that the Dispute Resolution Procedure is involved; the Parties shall continue to perform their obligations described in this Agreement until such time as the Dispute Resolution Procedure is complete.

Section 13.04 Except as provided for in this Agreement, this Agreement shall not be modified, varied or amended except by written agreement by all Parties.

Section 13.05 The term of this Agreement shall be effective from the Effective Date and continue in full force and effect until such time as it is amended by the Parties as provided for in this Agreement.

Section 13.06 This Agreement may be renewed by the parties hereto upon the mutual written agreement of each of the parties hereto, provided that the parties have so expressed their intent in writing by their authorized representatives.

Section 13.07 If any term, condition or provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

Section 13.08 This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the Parties.

Section 13.09 This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

Section 13.10 The following Non-Statutory Waiver applies:

- (a) The County enters this Agreement 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.
- (b) Nothing in this Agreement shall constitute the granting by the County of any approval or permit as may be required pursuant to the MGA, and any amendments thereto and any other Act in force in the Province of Alberta and the County shall only be bound to comply with and carry out the terms and conditions stated in this Agreement.
- (c) The School Authorities enter this Agreement in their capacity as school boards and not in their capacity as a regulatory, statutory or approving body pursuant to any law of the Province of Alberta

(d) Nothing in this Agreement shall constitute the granting by the School Authorities of any approval or permit as may be required pursuant to the Education Act, and any amendments thereto and any other Act in force in the Province of Alberta and the School Authorities shall only be bound to comply with and carry out the terms and conditions stated in this Agreement.

Section 13.11 This Agreement replaces all existing agreements or arrangements between the Parties regarding the specific topics of this Agreement.

Section 13.12 Nothing contained herein shall be deemed or construed by the parties nor by any third-party, as creating the relationship of employer and employee, principal and agent or business partnership between the parties, it being understood and agreed that none of the provisions contained herein nor any act of the parties shall be deemed to create any employment relationship between the parties other than as defined within this Agreement

Section 13.13 Nothing contained within this Agreement prevents any of the Parties from considering and entering into any further or other arrangements respecting any obligations under the MGA or the Education Act, or any other collaboration related to Joint Use Spaces, School Sites or other basis, which may be complementary to this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this agreement as of the day and year first above written.

County

Per:

Signature of Authorized Signing Officer

Per:

Signature of Authorized Signing Officer

School Division

Per:

Signature of Authorized Signing Officer

Per:

Signature of Authorized Signing Officer

School Division

Per:

Signature of Authorized Signing Officer

Per:

Signature of Authorized Signing Officer

School Division

Per:

Signature of Authorized Signing Officer

Per:

Signature of Authorized Signing Officer

SCHEDULE "A"

DISPUTE RESOLUTION PROCEDURE

1. Principles of Dispute Resolution

All Parties acknowledge and agree that:

- (a) In any business relationship a difference of opinion or interpretation or a divergence of interest may arise;
- (b) All Parties are committed to resolving any disputes in a non-adversarial, informal and cost-efficient manner;
- (c) The following process shall apply in respect of Disputes which are either referred to, or are required by the terms of this Agreement to be resolved in accordance with, the Dispute Resolution Procedure; and
- (d) The Parties shall make all reasonable efforts to resolve all Disputes by negotiation and agree to provide, without prejudice, open and timely disclosure of relevant facts, information and documents to facilitate these negotiations as further contemplated within this Schedule.

2. Dispute Process

In the event of any Dispute, the Parties agree that they shall undertake a process to promote the resolution of a Dispute in the following order:

- (a) First, by Negotiation at a staff and operational level within each Party respectively;
- (b) Second, by way of escalation to, and Negotiation by the Elected Political Representatives of each Party respectively; and
- (c) Third, if agreed to mutually by the parties, by Mediation.

Negotiation or Mediation shall refer to, consider, and apply the intentions and principles stated by the Parties within the Agreement.

3. Negotiation

A Party shall give written notice ("Dispute Notice") to all other Parties of a Dispute and outline in reasonable detail the relevant information concerning the Dispute in accordance with the notice provisions in Section 13.01 of the Agreement. Within seven (7) days following receipt of the Dispute Notice, the Parties shall each appoint a Staff or Operational Representative, who shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of the appointment of a Representative by each Party, the first negotiation shall be deemed to have failed.

If the Staff or Operational Representative cannot resolve the Dispute through negotiation within such thirty (30) day period, then each Parties Staff or Operational Representative will refer the Dispute, by whatever means are most effective, to the direct Elected Political Representative of the Party, respectively. The referral shall include the Dispute Notice, and all relevant information pertaining to any negotiation discussions which occurred prior to the referral. Within seven (7) days following receipt of the Dispute Notice and associated information, the Elected Political Representative of each Party shall meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved within thirty (30) days of the appointment of a Representative by each Party, the first negotiation shall be deemed to have failed.

4. Mediation:

- (a) If the elected political Representatives cannot resolve the Dispute through negotiation within such thirty (30) day period, then the Dispute shall be referred to Mediation.
- (b) In such event, a Party shall be entitled to provide to all other Parties a written notice (“Mediation Notice”) specifying:
 - (i) the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated; and
 - (ii) the nomination of an individual to act as the Mediator.
- (c) The Parties shall, within thirty (60) days of the Mediation Notice, jointly nominate or agree upon a Mediator.
- (d) Where a Mediator is appointed, the Parties shall submit in writing their Dispute to the Mediator, and afford to the Mediator access to all records, documents and information the Mediator may reasonably request. The Parties shall meet with the Mediator at such reasonable times as may be required and shall, through the intervention of the Mediator, negotiate in good faith to resolve their dispute. All proceedings involving a Mediator are agreed to be without prejudice, and the cost of the Mediator shall be shared equally between the Parties.
- (e) The parties will make all reasonable efforts to reach a resolution within sixty (60) days of the appointment of the Mediator.
- (f) If:
 - (i) the Parties do not agree on the appointment of a Mediator with thirty (30) days of the Mediation Notice; or
 - (ii) the Mediation is not completed within sixty (60) days after the appointment of the Mediator;

any Party may by notice to the others withdraw from the Mediation process and in such event the Dispute shall be deemed to have failed to be resolved by Mediation.
- (g) The Parties agree that in the event of Mediation failure, the Elected Political Representatives of each Party respectively will collectively seek to negotiate the appropriate application or process for dispute resolution, or seek application to the appropriate court for relief.

5. Participation

The Parties and their Representatives will participate in good faith in the negotiation, and Mediation processes, and provide such assistance and Disclosed Information as may be reasonably necessary.

6. Location

The place for Negotiation and Mediation shall be within the City of CALGARY, or such other location as the Parties may agree.

7. Costs

The Parties shall bear their respective costs incurred in connection with the Negotiations or Mediation, except that the Parties shall equally share the fees and expenses of the Mediator and the cost of the facilities required for Mediation.

8. Disclosed Information

All Disclosed Information shall be treated as confidential and neither its delivery nor disclosure shall represent any waiver of privilege by a Party disclosing such Disclosed Information. Subject only to the rules of discovery, each Party agrees not to disclose the Disclosed Information to any other Person or for any other purpose. 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 third-party Representative or Mediator shall not be subpoenaed or otherwise compelled as a witness in any proceedings for the purpose of testifying with respect to the nature or substance of any dispute resolution process that may arise in relation to any matter that is a subject of this Agreement. Nothing in this Dispute Resolution Procedure shall require a Party to disclose information that is subject to confidentiality provisions with third-parties.