

**NCSF MASTER AGREEMENT  
(NORTH CENTRAL SHARED FACILITY)**

THIS AGREEMENT made as of the 26<sup>th</sup> day of January, 2015.

BETWEEN:

**THE BOARD OF EDUCATION OF THE REGINA SCHOOL DIVISION NO. 4 OF SASKATCHEWAN**, a body constituted pursuant to *The Education Act, 1995* (Saskatchewan) (the "**School Board**")

- and -

**THE CITY OF REGINA**, a body corporate pursuant to *The Cities Act*, (Saskatchewan) (the "**City**")

- and -

**REGINA PUBLIC LIBRARY BOARD**, A body corporate continued as a municipal library pursuant to *The Public Libraries Act, 1996* (Saskatchewan) ("**RPL**")

**WHEREAS:**

- A. The Parties wish to participate in the development and operation of an integrated educational/library/community facility on the Lands in the North Central area of the City of Regina which is to include a public secondary school, a public library branch, office space, multipurpose space available for community use and indoor and outdoor common areas available for use by the Parties and the public;
- B. The Parties entered into the Development Agreement which governs the development of the Facility;
- C. This Agreement is intended to govern the long-term relationship of the Parties regarding their respective rights and obligations in relation to the use, operation, maintenance and capital renewal of the Facility;

**NOW, THEREFORE, THIS AGREEMENT WITNESSES THAT**, in consideration of the sum of \$10.00 paid by each of the parties to the others and the mutual covenants hereinafter contained, the parties hereby covenant and agree as follows:

**ARTICLE 1:  
DEFINITIONS AND INTERPRETATION**

**1.1 Definitions:** In this Agreement, unless specifically indicated otherwise:

- (a) **"Accounting Period"** means the fiscal period ending on a date to be determined by the Owner's Committee;
- (b) **"Agreement"** means this NCSF Master Agreement as it may from time to time be supplemented or amended, together with the schedules to it;
- (c) **"Building"** means the building to be constructed on the Jointly Owned Lands pursuant to the Development Agreement, as depicted on the Site Plan, which is comprised of the Dedicated Space, the Joint Dedicated Space, the Common Areas, the Shared Space and the Building Systems, all as may be altered, expanded, reduced or reconstructed from time to time;
- (d) **"Building Systems"** means: (i) the heating, ventilating and air-conditioning equipment, architectural, mechanical, electrical, structural and civil engineering equipment and systems and all other systems, services, installations and facilities from time to time installed in or servicing the Facility including, but not limited to, the following systems, services, installations and facilities: mechanical (including plumbing, HVAC, water fountains, sprinkler, drainage and sewage), electrical and other utilities including communication system, lighting, sprinkler, life safety (including fire prevention, communications, security and surveillance), building automation system (including environmental, security and lighting control), refuse removal, and public address system; and (ii) all machinery, appliances, equipment, apparatus, components, building automation system computer software and appurtenances forming part of or used for or in conjunction with any of such systems, services, installations and facilities including, but not limited to, boilers, motors, generators, fans, pumps, pipes, conduits, ducts, valves, wiring, meters and controls and the structures and shafts housing and enclosing any of them;
- (e) **"Business Day"** means any day that is not a Saturday, Sunday or a statutory holiday in the Province of Saskatchewan;
- (f) **"Common Areas"** means the common areas of the Building available for use by all Parties and third Persons, as agreed to by all the Parties in writing from time to time and preliminarily as shown on the Space Allocation Map and Charts, all as may be altered, expanded, reduced, reconstructed or relocated from time to time;
- (g) **"Common Operating Costs"** means, subject to the exclusions and deductions set out in this Agreement, the total of the costs, expenses, fees, disbursements and

outlays payable or incurred in the maintenance, repair, operation, administration and management of the Facility, including, without limitation, the following:

- (i) all salaries, wages and fringe benefits in connection with the maintenance, repair, operation, administration, or management of the Facility or any part of it, and amounts paid to professionals and independent contractors for any services provided in connection with the maintenance, repair, capital renewal, operation, administration, or management of the Facility or any part of it;
  - (ii) costs of providing security, supervision, traffic control, janitorial, landscaping, window cleaning, waste collection, disposal and recycling, and snow removal services, and the costs of machinery, supplies, tools, equipment, and materials used in connection with the operation, administration, or management of the Facility or any rentals of them;
  - (iii) costs of providing electric light and power, fuel, water, steam, gas, sewage disposal, and other utilities, and costs of replacing building-standard electric light fixtures, ballasts, tubes, starters, lamps, light bulbs, and controls;
  - (iv) sales, goods and services, and excise or other taxes on goods and services in connection with the maintenance, repair, capital renewal, operation, administration, or management of the Facility net of input tax credits, refunds, or rebates; and
  - (v) costs of repairs, alterations, replacements and renewals to the Facility;
- (h) **"Co-Ownership Interest"** at any time means the undivided interest of a Party in the Building as a tenant-in-common at such time, expressed as a percentage, as initially set out in Section 3.2, subject to certification as contemplated in Section 3.3 and such further revision as may be contemplated in this Agreement;
- (i) **"Dedicated FF & E"** means all furniture, fixtures, equipment, improvements, installations, alterations, and additions now or from time to time hereafter made, erected, or installed or located in or about the Building for the exclusive use of a Party;
- (j) **"Dedicated Space"** means that part of the Building that is under the primary control, obligation or responsibility of one of the Parties as agreed to by all the Parties in writing from time to time and preliminarily as shown on the Space Allocation Map and Charts, all as may be altered, expanded, reduced, reconstructed or relocated from time to time;
- (k) **"Development Agreement"** means the Development Agreement (North Central Shared Facility) made by the Parties dated January 26, 2015;

- (l) **"Facility"** means collectively, the Building and the Lands;
- (m) **"Facility Operating Committee"** means the committee established pursuant to Section 5.1;
- (n) **"FF & E"** means furniture, fixtures and equipment, including equipment that is required by each Party to deliver its intended programs and services at the Facility;
- (o) **"Force Majeure"** means a delay in or failure in the performance of any Party in its obligations under this Agreement occurring other than as a result of the deliberate act or negligence of any Party respectively, and which (a) could not have been reasonably foreseen, and (b) was caused by an event beyond the reasonable control of each Party respectively, and for the sake of greater certainty shall include but not be limited to any one or more of the following:
  - (i) acts of God, the Queen or Her enemies;
  - (ii) civil war, insurrections or riots;
  - (iii) fires, floods, explosions, tornados or serious accidents; or
  - (iv) unusually severe weather, epidemics or quarantine restrictions;
- (p) **"Government Body"** means any duly constituted government of or in Canada, including, without limitation, federal, provincial or municipal, and any minister, department, commission, board, bureau, regulatory or other agency of such government or any court or tribunal having jurisdiction in Canada;
- (q) **"Integration Coordinator"** has the meaning given to that term in Section 6.1;
- (r) **"Integration Committee"** means the committee established pursuant to Section 5.2
- (s) **"Joint Dedicated FF & E"** has the meaning given to that term in Section 9.3;
- (t) **"Joint Dedicated Space"** means that part of the Building that is under the primary control, obligation or responsibility of two of the Parties acting jointly, as shown on the Space Allocation Map and Charts, all as may be altered, expanded, reduced, reconstructed or relocated from time to time.
- (u) **"Jointly Owned Lands"** means the lands which are or will be owned by the City and the School Board as tenants-in-common, as such lands are depicted on the Site Plan;
- (v) **"Lands"** means, collectively, the Jointly Owned Lands and the Water Detention Lands;



- (w) "**Laws**" means all statutes, laws, regulations, by-laws, orders-in-council, legislation, or any other enactments, orders, rulings or actions of any Government Body;
- (x) "**Operating Budget**" means an operating budget referred to in section 10.1;
- (y) "**Owner's Committee**" means the committee established pursuant to section 4.1
- (z) "**Parking Area**" means the parking spaces, driveways, drive aisles and sidewalks of the Facility and includes, without limitation, the parking areas of the Facility as shown in the Site Plan as the same may be expanded, contracted or altered from time to time;
- (aa) "**Parties**" means, collectively, the School Board, the City and RPL and their permitted successors and assigns and "Party" means any one of them;
- (bb) "**Person**" means a natural person; sole proprietorship; syndicate; an individual in his or her capacity as trustee, executor, administrator or other legal or personal representative; firm; trust; pension plan; partnership; joint venture; association; corporation; unincorporated organization; union; Government Body; or other entity and a successor to any such Person;
- (cc) "**Principles of Integration**" means the principles which have been adopted by the Parties and which are set out in Schedule "A";
- (dd) "**Shared FF & E**" means all furniture, fixtures, equipment, improvements, installations, alterations, and additions now or from time to time hereafter made, erected, or installed or located in or about the Facility for use by all of the Parties, as may be agreed upon in writing from time to time;
- (ee) "**Shared Space**" means that part of the Building that is available for use by all of the Parties and third Persons, as may be agreed upon in writing from time to time, and preliminarily as shown on the Space Allocation Map and Charts, all as may be altered, expanded, reduced, reconstructed or relocated from time to time;
- (ff) "**Site Plan**" means the site plan attached as Schedule "B";
- (gg) "**Space Allocation Maps and Charts**" means the map and charts attached hereto as Schedule "C" depicting the Common Areas, Shared Space, Dedicated Space and Joint Dedicated Space;
- (hh) "**Transfer**" means any sale, transfer, assignment or other disposition of all or any part of Facility; and
- (ii) "**Water Detention Lands**" means that portion of the Lands owned by the City which is depicted on the Site Plan as the Storm Water Detention Area, on which

the City has or intends to construct a water detention facility and an athletic field in accordance with the Development Agreement.

**1.2 Interpretation:** In this Agreement, except as otherwise expressly provided:

- (a) All words and personal pronouns shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- (b) The division of this Agreement into articles and sections and the use of headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.
- (c) The expressions "herein", "hereby", "hereof", "hereto", "hereunder" and similar expressions refer to this Agreement and not to any particular article, section or other subdivision of it.
- (d) A reference to a statute shall include every regulation made pursuant to such statute, all amendments to the statute or to any such regulation in force from time to time, and any statute or regulation which supplements, supersedes or replaces any such statute or any such regulation.
- (e) All dollar amounts are expressed in Canadian funds.

**1.3 Schedules:** The following Schedules attached hereto form part of this Agreement:

Schedule "A"	Principles of Integration
Schedule "B"	Site Plan
Schedule "B-1"	Parking Allocation Plan
Schedule "C"	Space Allocation Map and Charts
Schedule "D"	Initial Member of the Owner's Committee
Schedule "E"	Principles of Program Use and Scheduling

**1.4 Severability:** Any article, section or other subdivision or any other provision of this Agreement which is, is deemed to be, or becomes void, illegal, invalid or unenforceable shall be severable from this Agreement and ineffective to the extent of such voidability, illegality, invalidity or unenforceability and shall not invalidate, affect or impair the remaining provisions of this Agreement which shall be severable from any void, illegal, invalid or unenforceable article, section or other subdivision or provision.

**1.5 Governing Law:** This Agreement and its application and interpretation shall be governed by and construed in accordance with the Laws in force in the Province of Saskatchewan, and each of the parties irrevocably submits to the jurisdiction of the courts of the Province of Saskatchewan for the interpretation and enforcement of this Agreement.

## **ARTICLE 2: GUIDING PRINCIPLES**

**2.1 Guiding Principles:** It is the intention of the Parties to operate the Facility as a fully integrated gathering place for the community and to deliver programs and services in a coordinated and collaborative approach for the public good. In that regard, the Parties have adopted the Principles of Integration set out in Schedule "A". The Principles of Integration are consistent with the intention of the Parties and are incorporated into this Agreement to assist the Parties and the committees established under this Agreement in delivering programs and services. The Principles of Integration are also intended to guide ongoing program planning, delivery and marketing and facility operations. In the event of any inconsistency or ambiguity between the Principles of Integration and the other provisions of this Agreement, the other provisions of this Agreement will prevail.

**2.2 Good Faith:** Each Party agrees that decisions made by it concerning the Facility will be made by it in good faith and strictly upon the merits of the proposed action with a view to the best interests of the Facility and the making of such decisions will not be unreasonably delayed, withheld or conditioned.

**2.3 Information Flow:** The Parties will maintain a free flow of information between them regarding matters relating to the operation of the Facility or otherwise arising under this Agreement with the understanding that each of them may need to report to their respective Council or Boards on matters of a confidential nature but shall at all times have due regard to the proper and lawful treatment of all confidential information.

## **ARTICLE 3: CO-OWNERSHIP**

**3.1 Ownership of the Lands:** Pursuant to the terms of the Development Agreement, the City and the School Board are, or are entitled to become owners of an undivided interest in the Jointly Owned Lands as tenants-in-common, for the beneficial use of the Parties as part of the Facility.

**3.2 Co-Ownership of the Building:** Subject only to the express provisions of this Agreement, each Party owns legally and beneficially, as a tenant-in-common and as its separate property, an undivided interest in the Building in the following proportions:

School Board:	72.85%
City:	21.36%
RPL:	5.79%

**3.3 Certification of Co-Ownership:** As contemplated by the Development Agreement, upon completion of the development of the Facility, the Parties will certify the final amounts of their actual capital contributions and respective Co-Ownership Interests in accordance with the terms of the Development Agreement. Once signed by each of the Parties, such Certificate will be deemed to be incorporated into and form an integral part of this Agreement. Such Certificate, signed by each of the Parties, will be deemed to be conclusive evidence of the respective Co-Ownership Interests of the Parties, subject to modification as set out in this Agreement.

**3.4 Limited Interest:** No Party by reason of this Agreement, except as otherwise specifically provided herein, will have any interest in any property owned by any other Party.

**3.5 Representation:** Each Party represents to the others that it has the power and authority to enter into this Agreement, that this Agreement is valid and binding upon it in accordance with its terms and that the performance of its obligations hereunder does not breach the terms of any other agreement or obligation to which it is a party or of any applicable Laws.

#### **ARTICLE 4: OWNER'S COMMITTEE**

**4.1 Owner's Committee:** An Owner's Committee is established with the initial members of the same being those persons set forth in Schedule "D". The Parties acknowledge and agree that the Owner's Committee established under the Development Agreement may be continued as the Owner's Committee constituted under this Agreement. The School Board, RPL and City are each entitled to appoint up to two (2) representatives to the Owner's Committee in order to represent such Party's interests provided, however, that each Party is entitled to one vote regardless of how many representatives are appointed by such Party to the Owner's Committee. Each Party may change any one or more of its representative members on the Owner's Committee by giving notice of such change to the other Parties. Committee members may appoint proxies to attend meetings of the Owner's Committee on their behalf.

**4.2 Responsibilities:** Unless otherwise agreed by the Owner's Committee, the Owner's Committee will meet from time to time, either by way of in-person meetings, teleconference or video conference and will be responsible for exercising the rights and responsibilities of the Parties as owners of the Facility, including establishing policies, practices, standards and making



decisions regarding the ownership, operation, maintenance, capital renewal and management of the Facility. The Owner's Committee has the power and authority, and the Parties hereby authorize and direct the Owner's Committee, to give any approvals and to make any decisions required or permitted to be given or made by the Parties with respect to the Facility. A decision of the Owner's Committee with respect to any such matter will be binding on the Parties. In the event the Owner's Committee is unable to reach agreement on any issue or matter related to the Facility, the issue or matter shall be referred to arbitration in accordance with the provisions of this Agreement.

**4.3 Chairperson:** The members of the Owner's Committee shall select a chairperson from among their members from time to time. In the absence of the chairperson, the members present at a meeting shall appoint a chairperson for that meeting.

**4.4 Calling of Meetings and Quorum:** Any member of the Owner's Committee may, on at least five days written notice (unless any member waives notice thereof in writing), call a meeting of the Owner's Committee. At least one representative from each of the Parties shall constitute a quorum.

**4.5 Approvals:** Subject to section 4.6, all decisions and approvals of the Owner's Committee require the concurrence of a majority (i.e. 2 out of 3 votes) and for any decision or approval to be binding on the Parties it must be evidenced by written minutes of the Owner's Committee signed by the chairperson or otherwise approved in writing by a majority, except in the case of a matter that requires unanimous approval, in which case it shall be approved in writing by at least one representative from each of the Parties

**4.6 Major Decisions:** In order to maintain and protect their respective Co-Ownership Interests, unanimous agreement of the Owner's Committee will be required in respect of the following matters:

- (a) any decision to amend this Agreement;
- (b) any decision to approve a change to the use of any Dedicated Space from the uses described in Sections 7.1, 7.3 or 7.4;
- (c) changes to the Space Allocation Map and Charts;
- (d) establishing and amending terms of reference for any of the committees that are constituted pursuant to this Agreement;
- (e) the approval of each Operating Budget and each Capital Renewal Plan; and
- (f) any additions or amendments to an approved Operating Budget or Capital Renewal Plan.

**4.7 Ancillary Actions:** Approval by the Owner's Committee of any matter in connection with the Facility also constitutes approval by the Parties and of any steps reasonably necessary to implement, perform or carry out such matter, and the Owner's Committee and each of the Parties shall do all things and execute all documents reasonably required to carry out and implement any such approved matter.

## **ARTICLE 5: OTHER COMMITTEES**

**5.1 Facility Operating Committee:** The Owner's Committee will establish a Facility Operating Committee which will be responsible for:

- (a) administering all operating agreements for the Facility;
- (b) the day-to-day operation and maintenance of the Facility;
- (c) establishing rules, regulations and procedures relating to health, safety and security;
- (d) preparing operating and capital renewal budgets for consideration by the Owner's Committee;
- (e) co-ordinating, to the extent possible, the purchase of goods and services;
- (f) establishing rules and policies regarding the installation and use of FF & E in Common Areas and Shared Spaces;
- (g) establishing rules and policies regarding the display of advertising, artwork and other displays in Common Areas and Shared Spaces;
- (h) establishing rules and policies regarding the use of and activities in Common Areas and Shared Spaces;
- (i) establishing rules and policies regarding vending machines in Common Areas and Shared Spaces;
- (j) preparing and making recommendations to the Owner's Committee regarding rules and policies relating to the protection of privacy; and
- (k) such other responsibilities as determined by the Owner's Committee from time to time.

**5.2 Integration Committee:** The Owner's Committee will establish an Integration Committee which is intended to include members from organizations that have a direct program relationship with the Parties, as determined by the Parties. The Integration Committee will include up to one member from the Community Advisory Committee who shall represent the interests of that committee but shall not exercise a vote at the Integration Committee. The Integration Committee will be responsible for:

- (a) facilitating the establishment of sustainable integrated programs, activities and services that meet the needs of the public and the intended use of the Facility as a fully integrated facility;
- (b) implementing the Principles of Integration; and
- (c) such other responsibilities as determined by the Owner's Committee or the Integration Coordinator from time to time.

**5.3 Community Advisory Committee:** The Parties will establish a Community Advisory Committee which is intended to include members of the community including individual community members, representatives from community organizations, elders and students, which will allow community members to provide input regarding the desired use and operation of the Facility in the spirit of integration.

**5.4 No Liability for Members:** No member of the Owner's Committee, the Facility Operating Committee or the Integration Committee shall have any personal liability for any loss or damage suffered by any Party by reason of anything done or omitted to be done in good faith as a member of such committee.

**5.5 Future Committees:** The Owner's Committee may establish such other committees from with such terms of reference, as the Owner's Committee may consider necessary or desirable from time to time.

## **ARTICLE 6: INTEGRATION COORDINATOR**

**6.1 Integration Coordinator:** The Parties agree to employ the services of a qualified individual to provide integration coordination services (the "**Integration Coordinator**") on a full-time basis commencing one year prior to the expected opening of the Facility. The Parties shall share the cost of the Integration Coordinator position in equal shares. The requirement for the position shall be reviewed at least every two years and may be terminated at any time upon agreement of the Parties.

**6.2 Integration Coordinator Duties:** The Integration Coordinator shall serve as Chair of the Integration Committee and as an ex-officio member of the Community Advisory Committee. The Integration Coordinator shall report to the Owner's Committee as and when required by the

Owner's Committee. The Integration Coordinator shall be responsible for facilitating the development of integrated programming, developing measures and monitoring outcomes with respect to integrated programming, fostering a culture of integration, implementing the Principles of Integration and such other duties as the Owner's Committee may from time to time determine.

## **ARTICLE 7: DEDICATED SPACE, SHARED SPACE AND COMMON AREAS**

**7.1 Dedicated Space:** Dedicated Space and Joint Dedicated Space is intended to be used exclusively by the Party or Parties to whom such space is dedicated, as indicated on the Space Allocation Map and Charts. Subject to the terms of this Agreement, the Party or Parties to whom such space is dedicated shall have exclusive control over access to and use of such Dedicated Space or Joint Dedicated Space, as applicable.

**7.2 School Board's Dedicated Space:** The School Board's Dedicated Space will be used by the School Board for the purpose of operating a public secondary school, a day care centre (by leasing or licensing premises to a third party) and for all purposes that are commonly ancillary or incidental to the operation of a public school and for no other purpose unless otherwise approved by the Owner's Committee.

**7.3 City's Dedicated Space:** The City's Dedicated Space will be used by the City for City office space, community policing, community programs and for all purposes that are commonly ancillary or incidental to such uses and for no other purpose unless otherwise approved by the Owner's Committee.

**7.4 RPL's Dedicated Space:** RPL's Dedicated Space will be used by RPL for the purpose of operating a Library and for all purposes that are commonly ancillary or incidental to the operations of a public library and for no other purpose unless otherwise approved by the Owner's Committee.

**7.5 Common Areas:** The Common Areas are intended to be spaces within the Building that are freely accessible to the Parties and to the community during such times as the Facility is open to the public, as determined by the Owner's Committee from time to time.

**7.6 Shared Space:** The Parties intend for the Shared Space to be a public resource to serve the community. The Parties agree that Shared Space will be available for the delivery of programs and services by each Party and by community organizations, subject to the following:

- (a) The Parties and community organizations may reserve the use of Shared Space by using a City booking system, which the City agrees to make available for that purpose, at no charge to the Parties.
- (b) The Parties will have first priority to use the Shared Space so that the Parties can effectively deliver their intended programs.



- (c) No rental or any similar fee will be payable for the use of Shared Space by any Party.
- (d) The Integration Committee will develop and recommend to the Owner's Committee for its approval, a process/system for prioritizing and managing the booking of Shared Space, having regard to the principles set out in Schedule "E".

**7.7 Revenue:** On a quarterly basis, the City will deliver all revenue derived from bookings of Shared Space, without deduction, to the School Board which shall use such money only for the purposes of paying for Common Operating Costs or otherwise as agreed upon by the Owner's Committee.

**7.8 Commercial Kitchen:** The Parties acknowledge and agree that the commercial kitchen (the "**Commercial Kitchen**") depicted in the Space Allocation Maps and Charts is Joint Dedicated Space of the School Board and the City. The City and the School Board will work together to schedule their respective use of the Commercial Kitchen in a way that allows them each to deliver their respective programs subject to the following:

- (a) the School Board will have priority access to the Commercial Kitchen during the school day and during any school function at the Facility for the purpose of delivering its curriculum; and
- (b) the City shall have access to the Commercial Kitchen during the school day for the purposes of delivering its day-time programming, with the schedule of such access to be negotiated by the parties in order to avoid conflict with School Board curriculum related activities while enabling the City to provide day-time programming.

## **ARTICLE 8: MAINTENANCE AND OPERATION**

**8.1 Janitorial Services:** Unless the Owner's Committee otherwise agrees in writing, RPL will keep the Building in a neat, clean and tidy condition, free of debris and will remove garbage, clean-up liquid spills and perform other general janitorial tasks throughout the Building to the satisfaction of each of the Parties. Costs incurred by RPL in the performance of such janitorial services (including the cost of contracting out such services) will be included in the Common Operating Costs.

**8.2 Maintenance of Water Detention Lands:** Unless the Owner's Committee otherwise agrees in writing, the City will, at its own cost and expense, maintain and keep the Water Detention Lands in good, safe and substantial repair and will cut and maintain the grass and other landscaping throughout the Water Detention Lands. Notwithstanding the foregoing, the Parties acknowledge and agree that the maintenance, repair and replacement of the basketball court, lighting and fencing in the Water Detention Lands will be performed by the School Board pursuant to Section 8.3 and the cost of such repair, maintenance and replacement will be included in the Common Operating Costs.

**8.3 Maintenance of the Facility:** Subject to this Agreement and unless the Parties otherwise agree in writing and provided that the Parties have made all of the contributions to the School Board as required by Section 10.5, the School Board will keep, maintain and repair the Facility, for and on behalf of the Parties, in good, safe and substantial repair and to the satisfaction of each of the Parties and will make all required replacements and, where possible, implement preventative maintenance practices. Without limiting the foregoing, the following provisions will apply to the maintenance and repair set out in this section:

- (a) The School Board will hire and make available to the Facility during normal school operating hours a "facility operator" who will be an employee of the School Board and who will be responsible for the day-to-day maintenance and operation of the Facility. Such facility operator will also be available on an on-call basis during weekends and after-hours.
- (b) The School Board will maintain and repair the exterior grounds of the Facility including, without limitation, Parking Areas, hardscaping, landscaping and exterior lighting.
- (c) The School Board will keep the Parking Areas and sidewalks around the Building free from ice and snow, to the extent reasonably possible.
- (d) The School Board will maintain, repair and make necessary replacements to the basketball court, lighting and fencing in the Water Detention Lands.
- (e) The School Board will repair, maintain and make all necessary replacements to the Building (including the Building Systems), except to the extent that such maintenance, repairs and replacements are the responsibility of another Party pursuant to the terms of this Agreement.
- (f) Except as otherwise provided in this Agreement, all of the maintenance, repairs and replacements contemplated in this Section will be included as Common Operating Costs.

**8.4 Use of Contractors:** The Parties acknowledge and agree that any of the maintenance, repairs and replacements that must be performed pursuant to this Agreement may be delegated to any of the Parties by the Owner's Committee. Any Party that is responsible for any repairs, maintenance or replacements may, in such Party's sole discretion, retain and utilize the services of employees, professionals and independent contractors in connection with the maintenance, repair, operation, administration, or management of the Facility to be performed by such Party. Each Party will employ, retain or engage only orderly, qualified, competent and skillful people to perform the obligations for which such Party is responsible and the cost of such employees, professionals and independent contractors shall be included in Common Operating Costs.

**8.5 Maintenance Budget:** All maintenance, repairs and replacements carried out by a Party in accordance with this Agreement will be subject to the Operating Budget or an amended Operating Budget then in effect, as approved by the Parties pursuant to this Agreement.

**8.6 Expense Claim:** If the City or RPL incurs Common Operating Costs in connection with the performance of any duties or responsibilities to be performed by it pursuant to this Agreement, then such Party may submit an expense claim for such Common Operating Costs to the School Board. Subject to this Agreement and provided that the Common Operating Costs set out in an expense claim were contemplated in the Operating Budget then in effect and provided that (i) the Parties have made all of the contributions to the School Board as contemplated in such Operating Budget and as required by Section 10.5 or (ii) the School Board is otherwise satisfied that there are sufficient funds in the Facility bank account to cover budgeted expenses, the School Board shall reimburse or pay the amount claimed in such expense claim.

**8.7 Security Systems:** The Parties acknowledge and agree that the Building Systems will include an electronic security system that will be zoned for various areas of the Building and that the cost of operating, monitoring and maintaining such system will be a Common Operating Cost. The Owner's Committee will adopt a policy regarding access to and protection of privacy regarding all information recorded by the security system that complies with all applicable Laws and other needs of the Parties.

**8.8 Notice of Defects:** Each Party will promptly notify the School Board in writing of any defect, damage, deficiency and health and safety concern and any other occurrence or condition at the Facility which requires maintenance, repair, clean-up, servicing, or replacement.

**8.9 Records:** Each Party will maintain all maintenance, repair, renewal and replacement records for its Dedicated Space and in respect of any such work performed by or on behalf of such Party. Such records will be produced to the other Parties from time to time at the request of the Facility Operating Committee.

## **ARTICLE 9: FF & E**

**9.1 Initial FF & E:** The initial purchase of all FF & E required by the Parties upon opening the Facility is included in the capital budget set out in the Development Agreement. Prior to opening the Facility, the Parties will develop an inventory and budget regarding all FF & E required for the operation of the Facility as at opening day. The preparation of the FF & E inventory and budget will be guided by the following principles:

- (a) The Parties will not have any obligation to bring any pre-owned FF & E into the Facility.
- (b) The required Shared FF & E will be determined with reference to each Party's standards as to quality, style and quantity of FF & E which each of the Parties would normally purchase in order to equip a stand-alone facility. It is understood that these qualities may differ and that appropriate deference will be given to each Party's request based on the anticipated use of the space in which such FF & E will be used and the portion of the Capital Budget allocated to FF & E; and
- (c) Notwithstanding subsection (b), the Parties will attempt to ensure common standards wherever possible.

**9.2 Shared FF & E:** The Parties will jointly maintain, replace and own Shared FF & E. Shared FF & E will be inventoried, managed, maintained and replaced by the Parties through procedures to be determined by the Facility Operating Committee, having regard for the principles set out in Section 9.1. The cost of maintaining and replacing Shared FF & E and acquiring new Shared FF & E will, unless otherwise agreed in writing, be shared by the Parties in the following proportions:

School Board: 69.7%

City: 24.6%

RPL: 5.7%

**9.3 Dedicated FF & E:** The Parties will each own, as their separate property, their Dedicated FF & E and any two Parties may jointly own FF & E ("**Joint Dedicated FF & E**") where such FF & E will be used exclusively by such Parties in a Joint Dedicated Space. Following the initial purchase of FF & E described in Section 9.1, Dedicated FF & E and Joint Dedicated FF & E may be managed, used, maintained, replaced or removed as the owner(s) of such FF & E may determine in its or their own discretion, as the case may be.

**9.4 Commercial Kitchen FF & E:** The School Board and the City will jointly maintain, replace and own the Joint Dedicated FF & E in the Commercial Kitchen. Joint Dedicated FF & E in the Commercial Kitchen will be inventoried, managed, maintained and replaced by the School Board and the City as determined by them from time to time, having regard for the principles set out in Section 9.1. Notwithstanding the foregoing, if any Joint Dedicated FF & E in the Commercial Kitchen breaks-down or requires maintenance and the School Board and City are not able to agree on the repair or replacement of such item, then either the School Board or the City may cause such item to be repaired or replaced. The cost of maintaining and replacing Joint Dedicated FF & E and acquiring new Joint Dedicated FF & E for the Commercial Kitchen will, unless otherwise agreed in writing, be shared by the School Board and the City in the following proportions:

School Board: 60.0%

City: 40.0%

The Parties acknowledge and agree that the percentages set out above were determined based partly on the anticipated use of the Commercial Kitchen by the School Board and the City and the Joint Dedicated FF & E therein. The School Board and the City acknowledge and agree that the percentages set out above are subject to review from time to time and may be amended by written agreement of the School Board and the City based on their actual use of the Commercial Kitchen. The School Board and the City will conduct the first such review within two years following the opening of the Facility.



**9.5 Maintenance of Dedicated FF & E:** Notwithstanding Sections 9.3 and 9.4, no Party will cause or permit its Dedicated FF & E or Joint Dedicated FF & E to be in a state of repair that is dangerous to the safety of any Person or to any property or which would detract from the general character or use of the Facility.

## **ARTICLE 10: BUDGETING AND COMMON OPERATING COSTS**

**10.1 Operating Budget:** At least once in each Accounting Period, the Facility Operating Committee will prepare and submit to the Owner's Committee for their consideration, an operating budget (an "**Operating Budget**"), in each case setting forth the estimated Common Operating Costs and other expenditures required in connection with, and the estimated receipts and revenues from the Facility for the Accounting Period covered by such Operating Budget. The Operating Budget shall include a statement detailing each Party's required contributions to the Common Operating Costs and other expenditures required to be paid by each Party for the Accounting Period covered by such Operating Budget. Contributions to be made by the Parties in respect of an approved Operating Budget shall be paid by the Parties to the School Board to be held by the School Board for the benefit of the Parties so that the School Board can make the payments and perform its obligations as contemplated in this Agreement or in the approved Operating Budget, as applicable. Unless the Parties otherwise agree in writing, the Common Operating Costs will be shared by the Parties in the following proportions:

School Board:	69.7%
City:	24.6%
RPL:	5.7%

When such Operating Budget is approved by the Owner's Committee, the Party responsible for any expenditure contemplated in the Operating Budget may, without the need for further approval by the other Parties, make the expenditures and incur the obligations generally provided for in such Operating Budget and to otherwise take action reasonably necessary to carry out such budgeted expenditures. If the actual cost of any or all of the Common Operating Costs exceed the amounts available pursuant to the approved Operating Budget for such expenditures, the Parties will share such additional costs in the proportions set out in this Section.

**10.2 Capital Renewal Plan:** Within the first year following the opening of the Facility and every two years thereafter, the Facility Operating Committee will prepare and submit to the Owner's Committee for their consideration, a capital renewal plan (a "**Capital Renewal Plan**") setting out the anticipated capital repairs and replacements for the Facility, in such form and with such content as may be required by the Owner's Committee, in each case setting forth the estimated expenditures required for capital repairs and replacements in connection with the Facility for the period covered by such Capital Renewal Plan. The Parties will use their best efforts to approve and implement Capital Renewal Plans that will keep the facility in a good

condition and state of repair. The Capital Renewal Plan shall include a statement detailing each Party's required contributions to the anticipated capital repairs and replacements for the period covered by such Capital Renewal Plan. Contributions to be made by the Parties in respect of an approved Capital Renewal Plan shall be paid by the Parties to the School Board to be held by the School Board for the benefit of the Parties so that the School Board can make the payments and perform its obligations as contemplated in this Agreement or in the approved Capital Renewal Plan, as applicable. Unless the Parties otherwise agree in writing the cost of capital repairs and replacements will be shared by the Parties in the following proportions:

School Board:	69.7%
City:	24.6%
RPL:	5.7%

When such Capital Renewal Plan is approved by the Owner's Committee, the School Board, without the need for further approval by the other Parties, will be entitled to make the expenditures and incur the obligations and to otherwise take action reasonably necessary to carry out such budgeted expenditures provided for in such Capital Renewal Plan. If the actual cost of any or all of the capital repairs and replacements for the Facility exceed the amounts available pursuant to the approved Capital Renewal Plan for such expenditures, the Parties will share such additional costs in the proportions set out in this Section.

**10.3 Bank Account:** Funds payable by the Parties pursuant to an approved Operating Budget or Capital Renewal Plan or otherwise under this Agreement in connection with the operation, maintenance and repair of the Facility will be deposited into an account or accounts of a type, in the form and name and in a bank or banks approved by the Owner's Committee. The Parties acknowledge and agree that the School Board shall have control over such accounts so that it can make the payments and perform its obligations as contemplated in this Agreement.

**10.4 Emergency:** Notwithstanding any other provisions of this Agreement, the Parties hereby authorize and approve any expenditures and obligations incurred by the School Board to eliminate or minimize the risk arising from an emergency condition with respect to the Facility which, if not acted upon without delay, would result, with reasonable likelihood, in damage to the Facility or risk of physical impairment thereof or to property or risk of death or personal injury to any Person. If the School Board undertakes or directs the elimination or minimization of such risk it will forthwith advise the other Parties of the details thereof and of the expenditures being made or obligations being incurred by the School Board on behalf of the Parties in order to eliminate or minimize the risk arising from such emergency.

**10.5 Cash Contributions:** Each Party shall make all financial contributions that are required pursuant to approved Operating Budgets and approved Capital Renewal Plans and as otherwise provided by this Agreement. In that regard, the Parties shall individually and separately make advances if and when required by this Agreement, an approved Operating Budget or an approved Capital Renewal Plan, as applicable.

**10.6 Additional Contributions:** If at any time, and from time to time, the Owner's Committee determines that an additional financial contribution (an "**Additional Contribution**") is required to cover the cost of:

- (a) Common Operating Costs;
- (b) any alteration, repair or replacement to the Facility required by any present or future Law;
- (c) any amount required to be paid with respect to the Facility or any of the Parties in respect thereof pursuant to any final order, judgment or decree of any court or governmental body having jurisdiction;
- (d) any expenditure provided for in any approved Operating Budget or approved Capital Renewal Plan;
- (e) any expenditure that is required to be made to eliminate or minimize the risk arising from an emergency condition with respect to the Facility; or
- (f) any undertaking or expenditure approved by the Owner's Committee;

then such Additional Contribution will be made by the Parties within thirty (30) days following such decision.

## **ARTICLE 11: CERTAIN RULES**

**11.1 Parking Allocation:** Each Party shall have exclusive use of the parking stalls allocated to such Party as shown in the parking allocation plan set out in Schedule "B-1".

**11.2 Parking Revenue/Cost Recovery:** Any rents and other revenues received by a Party in respect of its allocated parking stalls shall be the separate property of such Party for its own use, absolutely.

**11.3 Alcohol:** The serving, possession and/or consumption of alcohol within the Facility is prohibited unless unanimously approved by the Facility Operating Committee in advance. In the event such approval is granted, the following conditions shall apply to each such approval:

- (a) serving, possession and/or consumption of alcohol during the school day or during any school function at the Facility will not be permitted;
- (b) no alcohol may be served or consumed in any School Board Dedicated Space or School Board Joint Dedicated Space;
- (c) adequate supervision and security arrangements must be provided during the program or event at which the serving, possession and/or consumption of alcohol has been approved;

- (d) any Person requesting to serve, possess and/or consume alcohol must carry host liquor liability insurance in an amount determined by the Facility Operating Committee which shall be no less than \$5,000,000.00;
- (e) any Person requesting to serve, possess and/or consume alcohol at the Facility must have all necessary permits from local or provincial authorities; and
- (f) serving, possession and/or consumption of alcohol shall be subject to such other rules, regulations and policies as may be adopted from time to time by the Parties and any of the committees established by this Agreement.

**11.4 Vending Machines:** The Parties will not place any vending machine, automated banking machine or similar device or machine in areas other than a Party's Dedicated Space unless first approved by the Facility Operating Committee. The Parties acknowledge that the School Board will be permitted to install a number of snack and beverage vending machines in the Building consistent with the number installed in other School Board schools, with any conditions and location to be determined by the Facility Operating Committee, and that the revenues derived from these snack and beverage vending machines may be retained by the School Board to support student activities in a manner that is consistent with other School Board schools. The right of the School Board to install beverage and snack vending machines in the Building, including common and shared spaces shall not be exclusive.

**11.5 Health and Safety:** Each Party is responsible for health and safety processes in its Dedicated Space. Each Party will inform the other Parties in a timely manner of any incident or occurrence that may pose a health and/or safety risk, compromise the use or integrity of the Facility or negatively affect the placement or continuation of any insurance coverage. Each Party agrees to comply with and cause its employees, invitees, tenants and other Persons for whom such Party is responsible to comply with all Laws relating to health, safety and security and all rules, regulations and procedures that may be implemented by the Facility Operating Committee from time to time and as required by *The Saskatchewan Employment Act* including *The Occupational Health and Safety Regulations, 1996* and where any such rules conflict with *The Saskatchewan Employment Act*, the legislative provisions shall prevail. Each Party will, each at its own expense and cost, keep its Dedicated Space free of anything of a dangerous, noxious or offensive nature or which could create a fire, environmental, health or other hazard or undue vibration, heat or noise.

**11.6 Adherence to Laws:** Each Party will comply with all federal, provincial, regional and municipal Laws and will not act or fail to act in any manner to contravene the Law or to cause damage to the Facility or any adjacent lands. Without limiting the generality of the foregoing, the Parties will comply with all environmental Laws and will not discharge any contaminants or hazardous substance from or onto the Facility. The Parties acknowledge that each is required to comply with all applicable Laws regarding the Persons to whom it provides services and will facilitate such compliance through the institution of policies by the committees established by this Agreement regarding, among other things, access to the Facility, health and safety matters and incident reporting and response.



**11.7 Nuisance:** No Party will do or allow anything on, in, from or about the Facility which constitutes a nuisance or which is offensive to or which constitutes a health hazard to other Persons or which interferes with the operation of any Building Systems.

## **ARTICLE 12: LEASING**

**12.1 Leasing Dedicated Space:** Each Party (a "**Leasing Party**") will have the right to grant leases, permits, licenses and other rights of occupancy or use (each, a "**Lease**") in respect of all or any part of its Dedicated Space to third Persons (each, a "**Tenant**") and in each such case, the following provisions will apply:

- (a) The Leasing Party will be entitled to determine the rent payable and the other terms of each such Lease provided that every Lease will contain an acknowledgement from the Tenant that the Lease is subject to the terms of this Agreement and subject to termination by the Owner's Committee in the event of any breach or default of this Agreement by either the Leasing Party or the Tenant.
- (b) The Leasing Party will at all times ensure that its Tenant complies with each and every requirement of this Agreement.
- (c) The Leasing Party will at all times ensure that its Tenant complies with each and every rule, regulation and policy implemented from time to time by the Owner's Committee or the Facility Operating Committee in respect of matters relating to health, safety and security of Persons.
- (d) All Leases which would result in a change of use from the uses contemplated in Sections 7.1, 7.3 or 7.4 of all or any part of a Dedicated Space will be subject to and conditional upon the prior written approval of the Owner's Committee and if the Owner's Committee does not approve the proposed Lease or change of use than the Leasing Party may, at its option invoke the dispute resolution process described in Article 22;
- (e) Rent and other moneys payable under a Lease to a Leasing Party will be the separate property of the Leasing Party for its own use, absolutely.
- (f) If a Lease results in imposition of or any increase to property taxes, then the Leasing Party shall be solely responsible for the payment of such property tax or increase thereof.
- (g) Notwithstanding any Lease, no Party will be relieved from its obligations under this Agreement.

## **ARTICLE 13: ALTERATIONS**

**13.1 Alterations and Additions:** After the completing the construction of the Facility in accordance with the Development Agreement, the Parties agree that they will not make any material alterations whatsoever to the Facility without the prior written approval of the Owner's Committee. Without limiting the generality of the foregoing, each Party will not, in any material way, construct, renovate, modify, install or erect any buildings, structures, fixtures, improvements or other facilities without first obtaining the written approval of the Owner's Committee for such works.

**13.2 Construction Liens:** Any construction lien affecting the Facility or any part thereof following construction of the Facility will be vacated as expeditiously as possible by the Party or Parties primarily responsible for the improvement, project or service being the subject of such lien. Such Party or Parties will direct and control the defence of all proceedings to enforce such lien, at that Party's expense.

## **ARTICLE 14: DEFAULT**

**14.1 Performance of Other Party's Obligations:** If a Party should fail, for any reason, to perform any obligation to be performed by it pursuant to this Agreement, the other Party or Parties may, at its option, perform such obligation without prejudice to any other rights or remedies available at law, in equity or pursuant to this Agreement. Upon doing so, such other Party or Parties will be reimbursed by the defaulting Party upon demand for all sums paid in performing such obligation and will be paid a reasonable fee for performing such obligations as would be charged by an independent third party. The performance of any obligation by such other Party pursuant to this section will not constitute a waiver of such default or of any prior or subsequent default by such other Party.

**14.2 Failure to Contribute:** Notwithstanding any other provision of this Agreement, no Party shall be obligated to pay, reimburse or incur any Common Operating Cost or any cost in relation to a capital renewal or to remedy an emergency situation unless or until the Parties have all made the financial contributions required by this Agreement.

**14.3 Remedies Not Exclusive:** The remedies set out in this Agreement are cumulative and may be exercised independently or in combination with other remedies hereunder. No remedy is exclusive or dependent on any other remedy. The specifying or use of a remedy under this Agreement does not limit rights to use other remedies available under any other instrument or agreement or at law generally.

## **ARTICLE 15: INSURANCE**

**15.1 CGL Insurance:** Upon the execution of this Agreement, each Party will provide the other Parties with proof of insurance as set out below. Proof of insurance will be on a form of certificate of insurance, signed by an authorized representative of the insurer. Certificates of insurance evidencing renewal or replacement of policies will be delivered to each Party within thirty (30) Business Days prior to the expiration or replacement of the current policies, without demand by the other Party.

- (a) Commercial general liability insurance evidencing insurance limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) annual general aggregate.
- (b) Property insurance for property of every description and kind owned or leased by each Party or for which each Party is legally liable for the purpose of this Agreement (contents, furniture, fixtures and equipment). Such policies shall contain a waiver of subrogation in favour of the other Parties.
- (c) Such other insurance coverage and/or policy limits as may be required by the Owner's Committee from time to time.

**15.2 Facility Insurance:** In addition to the insurance requirements set out in section 15.1, the School Board will provide all risk property and boiler and machinery insurance for the Building sufficient to cover the full replacement cost thereof. The cost of such insurance shall be a Common Operating Cost. Coverage under the policy will include, but not be limited to, the peril of earthquake, flood and sewer backup. The policy will be endorsed to add the City and RPL as co-owners and loss payees as their interests may appear.

**15.3 Insurance:** All policies of insurance shall: (a) be written with an insurer licensed to do business in Saskatchewan; (b) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to each respective party; and (c) contain an undertaking by the insurers to notify the other Party in writing not less than thirty (30) Business Days before any material change in coverage or cancellation of coverage. Each Party shall be responsible for their respective deductible.

## **ARTICLE 16: INDEMNITY**

### **16.1 Indemnification:**

- (a) The School Board, the City and RPL (each, an "**Indemnifying Party**" as the case may be) will indemnify, defend and save the other Parties, their elected officials, officers, directors and employees (the "**Indemnified Parties**") harmless from and against all claims, proceedings, fines, penalties, expenses and costs (including legal costs on a substantial indemnity basis) that are incurred by, made or instituted against or in respect of which any Indemnified Parties may be liable, by

reason of the Indemnifying Party's negligence or wilful misconduct in carrying out or its failure or omission to carry out any obligation under this Agreement, except to the extent that the same are caused by the negligence or wilful misconduct of the Indemnified Parties.

- (b) The right of indemnification granted to the Indemnified Parties under subsection (a) shall extend to any amount paid by an Indemnified Party in the settlement of any claim against it, and in entering into any such settlement, that Indemnified Party may exercise its reasonable discretion as to the amount to be paid, but that Indemnified Party shall consult with and obtain the approval from the Indemnifying Party of any intended settlement, at least fifteen (15) Business Days prior to agreeing to any such settlement.
- (c) The Indemnified Parties may enforce the rights of indemnity conferred on the elected officials, officers, and employees under subsection (a) on their behalf and to the same extent as if they were Parties to the Agreement.
- (d) The rights to indemnity provided for in this section shall survive the expiration or any termination of the Agreement.
- (e) The rights to indemnity provided for by this Section will be deemed to be in addition to any rights with respect to insurance in favour of the Indemnified Parties under the Agreement.

Nothing in this Section will be construed, however, as relieving the School Board, the City or RPL from liability for any negligence or misconduct on their part, or for their default in or violation of any of the terms of this Agreement.

## **ARTICLE 17: DAMAGE AND DESTRUCTION**

**17.1 Damage to the Building:** If the Building or any portion thereof is destroyed or damaged by fire, lightning or other perils, including malicious damage, the following provisions will apply:

- (a) if the damage or destruction is such that the Building is rendered wholly unfit for occupancy or it is impossible or unsafe to use and occupy it, and if, in either event, the Building, in the reasonable opinion of the Owner's Committee, cannot be repaired with reasonable diligence within one hundred and eighty (180) days after the happening of such damage or destruction, any Party may terminate this Agreement by giving thirty (30) days' notice in writing to the other Parties;
- (b) in the event that the Parties do not terminate this Agreement under subsection (a) above, or in the event of lesser damage, the Parties shall repair the Building to the same standard and in the manner set out in the Development Agreement, subject to such revisions as are unanimously agreed upon by the Owner's Committee, with costs shared amongst the Parties pro-rata according to the Parties' respective



Co-Ownership Interests. Each Party covenants to do all things as may be necessary or desirable to reopen the Building for its use forthwith on completion thereof. If the damage is such that the Building is capable of being partially used by a Party, then that Party may use such portion of the Building;

- (c) in performing any reconstruction or repair, the Owner's Committee may, upon unanimous approval, effect changes in the Building or any portions thereof;
- (d) notwithstanding anything else herein contained, in the event of damage or destruction occurring by reason of any cause in respect of which proceeds of insurance are substantially insufficient to pay for the costs of rebuilding the Building or portions thereof, any Party may terminate this Agreement on thirty (30) days' notice in writing to the other Parties;
- (e) if this Agreement is terminated in accordance with this Section, then the provisions of Section 19.1 shall apply with such revisions to points of detail as may be required in the circumstances.

#### **ARTICLE 18: TRANSFER OF CO-OWNERSHIP INTEREST**

**18.1 Prohibition on Transfer of Co-Ownership Interest:** No Party (including any trustee in bankruptcy, receiver, assignee for the benefit of creditors, execution creditor or administrator of any Party) shall Transfer all or any part of its Co-Ownership Interest and any attempt to do so will be void unless:

- (a) such Transfer results from an amalgamation of such Party with another corporation or corporations or any reorganization of such Party resulting from a decision of an applicable Government Body in accordance with the applicable provisions of the relevant provincial or federal legislation; or
- (b) such Party has obtained the prior written consent of each of the other Parties to such Transfer (which consent may not be unreasonably withheld, delayed or conditioned), or the Party wishing to Transfer has complied with Section 18.3; and
- (c) in the case of the School Board or the City Transferring all of its Co-Ownership Interest, such Party's ownership of the Jointly Owned Lands must be transferred contemporaneously with the Transfer of such Party's Co-Ownership Interest.

**18.2 Prohibition on Transfer of the Lands:** Neither the School Board nor the City (including any trustee in bankruptcy, receiver, assignee for the benefit of creditors, execution creditor or executor or administrator of such Party) shall Transfer all or any part of the Lands owned by it and any attempt to do so will be void unless such Party contemporaneously Transfers its Co-Ownership Interest to the transferee as permitted by and in accordance with section 18.1.

**18.3 First Rights:** A Party who wishes to either sell all or any part of its Co-Ownership Interest or receives an offer for the purchase of all or any part of its Co-Ownership Interest, may sell such Co-Ownership Interest for a cash consideration, provided that such Party (the "**Selling Party**") first offers by notice in writing ("**Offer**") to the other Parties (the "**Receiving Parties**") the prior right to purchase, receive or otherwise acquire the same, subject to the following:

- (a) the Offer will be an offer to sell the Selling Party's Co-Ownership Interest on the terms and conditions which the Selling Party is willing to accept from any bona fide third party (the "**Terms**"), except that the completion of the sale and payment of the purchase price will be the later of the date for closing provided for in the Offer or 180 days after delivery of the notice of acceptance referred to in Section 18.3(b) unless earlier completion of the sale is agreed to by the Receiving Party;
- (b) the Offer shall be made by the Selling Party by notice in writing containing a true copy of the Terms and, if applicable, of the offer made by such bona fide third party and such Offer shall be open for acceptance for a period of ninety (90) days after the date of receipt of such Offer by the Receiving Party, which acceptance shall be communicated by notice of acceptance in writing to the Selling Party; and
- (c) if the Offer is not accepted as aforesaid the Selling Party may Transfer its Co-Ownership Interest to such bona fide third party purchaser for the consideration and upon the terms and conditions set out in the Offer, but only within the period of ninety (90) days after the expiry of the period for acceptance by the Receiving Party, and if the Selling Party does not do so, the provisions of this Section 18.3 will again become applicable to any Transfer of its Co-Ownership Interest and so on from time to time.

**18.4 Transferee:** No Party (in this section called the "**Transferor**") shall complete a Transfer of all or any part of its Co-Ownership Interest (and, in the case of the City and the School Board, the Lands, as applicable) to any Person (in this section called the "**Transferee**") except as expressly permitted by this Agreement and the completion of any such Transfer will not be effective and the Transferee will not have any rights under this Agreement or in respect of the Facility, unless and until the Transferee delivers to the other Parties an agreement executed by the Transferee with the other Parties whereby the Transferee covenants and agrees to assume and be bound by all the duties, obligations and agreements of the Transferor, and be subject to all the restrictions to which the Transferor is subject, under the terms of this Agreement. Upon a Transfer permitted by this Agreement, if the Transferee has acquired all of the Transferor's Co-Ownership Interest (and in the case of the City or the School Board, all of such Party's ownership interest in the Jointly Owned Lands, as applicable), then the Transferor will be released from all obligations under this Agreement arising after such Transfer but such release will have no effect upon any default of any duty, obligation or agreement of the Transferor under this Agreement or any other agreement with respect to the Facility occurring prior to or existing at the time of completion of such Transfer.

**18.5 Water Detention Lands:** The City (including any trustee in bankruptcy, receiver, assignee for the benefit of creditors, execution creditor or executor or administrator of such

Party) shall not Transfer all or any part of the Water Detention Lands and any attempt to do so will be void unless (i) the City has obtained the prior written consent of each of the other Parties to such Transfer (which consent may not be unreasonably withheld, delayed or conditioned) and (ii) the transferee delivers to the other Parties an agreement executed by the transferee with the other Parties whereby the transferee covenants and agrees to assume and be bound by all the duties, obligations and agreements of the City, and be subject to all the restrictions to which the City is subject, under the terms of this Agreement.

If the City Transfers its Co-Ownership Interest and the City's ownership of the Jointly Owned Lands to a Transferee as permitted by and in accordance with Section 18.1, the City may, at its option, retain ownership of the Water Detention Lands and in such case, the City shall continue to be bound by the terms of this Agreement to the extent that they apply to the Water Detention Lands.

## **ARTICLE 19: DECOMMISSIONING OF THE FACILITY**

**19.1 Decommissioning:** If this Agreement is terminated in accordance with the terms set out herein or if the School Board together with any other Party elects to Transfer the Building and the Jointly Owned Lands, the following provisions shall apply:

- (a) The Owner's Committee shall obtain a professional appraisal of the Building.
- (b) The Owner's Committee shall obtain a professional appraisal of the Jointly Owned Lands.
- (c) The Owner's Committee shall appoint one or more of the Parties to attempt to sell the Building and the Jointly Owned Lands for a price not less than the aggregate of the appraised values of the Building and the Jointly Owned Lands.
- (d) No Party will accept or purport to accept any offer to purchase or enter into any agreement to sell the Building and the Jointly Owned Lands unless and until the Owner's Committee has first approved the proposed offer. Although it is the intention of the Parties for the sale price to be not less than the aggregate of the appraised values described above, the Parties acknowledge and agree that the Owner's Committee may approve or accept an offer having a purchase price that is less than the aggregate of the appraised values if the Owner's Committee determines that the acceptance of such offer is in the best interest of the Parties.
- (e) The net proceeds of sale, after paying for closing adjustments, costs and expenses, shall be distributed to the Parties as follows:
  - (i) the School Board and the City shall each receive a portion of the aggregate appraised value of the Jointly Owned Lands equal to their respective proportionate ownership interest of the Jointly Owned Lands; and

- (ii) the balance of the sale proceeds will be shared by the Parties pro-rata according to their respective Co-Ownership Interests; provided that
  - (iii) if the net sale proceeds are not sufficient to allow the City and the School Board to receive the full amount of the appraised value of the Jointly Owned Lands in accordance with their respective ownership interests as set out above, then the net sale proceeds shall be shared by the School Board and the City in proportion to their respective ownership interests in the Jointly Owned Lands.
- (f) If the Building and the Jointly Owned Lands are transferred pursuant to this Section, then the terms of this Agreement shall no longer apply to the Water Detention Lands.

**19.2 Operating Funds:** If the Facility is Transferred pursuant to Section 19.1, the balance of any money remaining in the Facility bank account(s) for the operation, maintenance, repair and renewal of the Facility will, unless otherwise agreed in writing, be distributed amongst the Parties in the following proportions:

School Board:	69.7%
City:	24.6%
RPL:	5.7%

## **ARTICLE 20: FORCE MAJEURE**

**20.1 Force Majeure:** In the event of the occurrence of a Force Majeure, the time for a Party to complete an obligation or portion thereof under this Agreement, which has been delayed by reason of the Force Majeure, shall be extended by a period equal to the delay so caused; but subject to the foregoing, each Party shall be excused from performance so long as the Force Majeure persists, and shall not be considered to be in default under this Agreement, if and to the extent that its failure of, or delay in performance is due to that Force Majeure.

## **ARTICLE 21: NOTICES**

**21.1 Address for Notices:** Any notice or other document required or permitted to be given under this Agreement will be in writing and will be personally delivered, sent by registered mail, electronic mail or by facsimile addressed to the Party to whom such notice is to be given at the address shown below or at such other address or addresses as the Party to whom such notice is to be given shall have last notified the other Party in accordance with the provisions of this section:



If to the School Board: The Board of Education of the Regina School Division No. 4 of Saskatchewan  
1600 4th Avenue  
Regina, SK S4R 8C8  
Attention: Deputy Director, Division Services  
Facsimile No. (306) 523-3157

If to the City: City of Regina  
Box 1790  
Regina, SK S4P 3C8  
Attention: Executive Director of City Services  
Facsimile No. (306) 777-6824

If to RPL: Regina Public Library  
2311 12th Avenue  
Regina, SK S4P 0N3  
Attention: Chief Executive Officer  
Facsimile No. (306) 949-7263

**21.2 Delivery of Notices:** Any such notice or other document will:

- (a) if personally delivered, be deemed to have been given and received at the place of receipt on the date of delivery, provided that if such date is a day other than a Business Day in the place of receipt, such notice or document shall be deemed to have been given and received at the place of receipt on the first Business Day in the place of receipt thereafter;
- (b) if transmitted by facsimile, be deemed to have been given and received at the place of receipt on the next Business Day in the place of receipt following the day of sending; and
- (c) if sent by registered mail, be deemed to have been given and received at the place of receipt, five (5) Business Days after mailing.

In the event of a postal disruption, such notice or documents must be delivered personally or sent by facsimile or email.

**ARTICLE 22:  
DISPUTE RESOLUTION**

**22.1 Discussions:** Each Party recognizes the interests of the other parties in the Facility and in this Agreement and accordingly will consult with each other through the Facility Operating Committee in order to attempt to seek agreement on all matters material to the Facility.

**22.2 Settlement of Disputes:** In the event of any dispute amongst the Facility Operating Committee, between any of the Parties, or any claim by any Party of whatsoever nature in connection with the subject matter of or the terms and conditions of this Agreement (a "**Dispute**"), the Parties will proceed through as many steps as are necessary of the steps described below and in the order listed, until a resolution of the Dispute is achieved:

- (a) If a Dispute arises that cannot be settled through normal discourse, any Party may refer the dispute to the Owner's Committee, by notice in writing setting out the parties to and the nature of the Dispute. The Owner's Committee will attempt to resolve the dispute through open discussion. It is acknowledged that the members of the Owner's Committee may consult with and/or refer the dispute to their superiors or governing bodies for comment, clarification, and/or possible resolution.
- (b) If the Dispute cannot be resolved through discussion even at the highest levels, the Parties will attempt to agree on a mediator, after which the mediator will undertake to mediate a settlement to the Dispute. If the Parties cannot agree on a mediator, the mediators selected by each of the Parties will be requested to select a third party mediator.
- (c) If the mediator determines there is no likelihood of the Dispute being resolved through mediation, the mediator will be requested to submit a recommendation as to resolution of the Dispute. Such recommendation will be considered by the Parties but shall not be binding.
- (d) If the mediator's recommendation is not accepted by all of the Parties then the Dispute may be submitted to binding arbitration. The Parties will attempt to agree on an arbiter. If the Parties cannot agree on an arbiter then the arbiters selected by each of the Parties will be requested to select a third party arbiter on behalf of the Parties. The arbitration will be conducted in accordance with *The Arbitration Act, 1992* (Saskatchewan) and the laws of the Province of Saskatchewan. The arbiter's decision will be final and binding and have the same force and effect as a final judgment in a court of competent jurisdiction.

**22.3 Costs:** Each Party will bear its own costs throughout the dispute resolution process regardless of the outcome. The costs to obtain a mediator or arbitrator will be shared by the Parties involved in the Dispute in equal proportions.

**22.4 Recourse to the Courts:** Nothing in this Agreement will preclude any Party from recourse to the courts of the Province of Saskatchewan where that Party believes there has been an excess of jurisdiction or an error of Law in or relating to the arbitration process or its outcome.

## **ARTICLE 23: MISCELLANEOUS**

**23.1 Amendment:** No modification or amendment to this Agreement may be made unless agreed to by the Parties in writing.

**23.2 Waiver:** Each of the Parties will be entitled to waive compliance with any of the terms or conditions of this Agreement which are for its exclusive benefit, in whole or in part, without prejudice to any right it may have in the event of non-performance or non-fulfilment of any other term or condition, provided that such waiver is in writing. The failure of a Party to give notice to the other Parties or to take any other steps in exercising any right in respect of any provision or breach or any provision of this Agreement will not operate as a release or waiver of that right or as a release of the other Parties from its obligation and liabilities, or shall any single or partial exercise of any right preclude any other or future exercise of that right or the exercise of any other right, whether in law or in equity or otherwise. Unless otherwise expressly stated, the acceptance of a Party of the payment or performance of any obligation after the breach or non-fulfillment by another Party of any provision of this Agreement will not constitute a waiver of the provisions of this Agreement.

**23.3 Enurement:** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

**23.4 Assignment:** No Party may assign any of its rights, privileges, liabilities or obligations under this Agreement or any other agreement relating hereto without the express prior written consent of the other Parties.

**23.5 No Partnership:** Except as expressly stated in this Agreement, nothing in this Agreement or in any other agreement or otherwise, nor in the conduct of any Party, will in any manner whatsoever, constitute or be intended to constitute any Party as the agent or representative or fiduciary of the other Parties, nor constitute or be intended to constitute a partnership or joint venture between the Parties. Each Party shall be severally responsible, liable and accountable for its own obligations under this Agreement or otherwise or any conduct arising therefrom and for all claims, demands, actions and costs of actions arising directly or indirectly therefrom. No Party will have the authority to make nor will it make any statements, representations or comments of any kind, or take any actions that would bind the other Party except as expressly provided in this Agreement or as otherwise authorized in writing.

**23.6 Further Assurances:** Each of the Parties shall, at the request of another Party and without further consideration, do and perform all further acts and execute and deliver all further documents reasonably required to assure the carrying out of the terms of this Agreement.

**23.7 Time:** Time is of the essence of this Agreement.

**23.8 Accrued Rights and Obligations:** All accrued rights and obligations of the Parties will survive notwithstanding the termination or expiration of this Agreement.

**23.9 Counterparts:** This Agreement may be executed and delivered in several counterparts and may be delivered by facsimile or other means of electronic communication producing a printed copy, each of which, when so executed and delivered, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument and, notwithstanding the date of execution, shall be deemed to bear the date first written above.

**The balance of this page is intentionally blank. Signature page follows.**



IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the day and year set forth above.

**THE BOARD OF EDUCATION OF THE  
REGINA SCHOOL DIVISION NO. 4 OF  
SASKATCHEWAN**

Signature removed

Per: \_\_\_\_\_  
Authorized Signing Officer

Signature removed

Per: \_\_\_\_\_  
Authorized Signing Officer

**CITY OF REGINA**

Per: \_\_\_\_\_  
Authorized Signing Officer  
**ACTING CITY CLERK**



Per: \_\_\_\_\_  
Authorized Signing Officer

**REGINA PUBLIC LIBRARY BOARD**

Signature removed

Per: \_\_\_\_\_  
Authorized Signing Officer

Signature removed

Per: \_\_\_\_\_  
Authorized Signing Officer

**SCHEDULE "A"**  
**PRINCIPLES OF INTEGRATION**

**The Experience of Integration**

Integration creates a single "community of organizations" within the Facility – one community of services and service providers actively contributing to a shared and mutually supportive environment so that each organization can maximize its contribution and value to the North Central Community while reflecting a sense of singleness of purpose.

Personnel from the Funding Partners will experience a work environment that empowers them to actively collaborate with their peers throughout the Facility, with a focus on the quality of the services they provide for the Community. Staff empowered to do their jobs more effectively will ultimately lead to more empowered community members.

Effective integration allows the community to recognize a wholeness within the Facility – a seamlessness in which everyone works together. The community develop trust because they discover value, consistency and competency, and they find warm and welcoming people who are focused on individuals and families, not on systems and structures.

Integration will reflect and support the strengths of the citizens of North Central, their level of volunteerism, and their compassion and respect for each other.

**Note on terminology:**

In these Principles of Integration:

- "Funding Partners" means the organizations who make up the Ownership Committee
- "Project Partners" means the organizational units that reside in the Facility
- "Program Partners" means the broader group of community agencies that deliver service in the Facility, including those without permanent space
- "Community" means the individuals and community organizations to whom and for whom the Partners deliver services.

**A Higher Level of Functioning for an Enhanced Level of Citizen Benefit**

In summary, integration in the Facility is about creating a unique environment that adds value to how the community is served. The environment within the Facility is non-traditional, because traditional systems are not adequately meeting this community's needs.

Integration is a promise made and delivered to the Community – a promise that their engagement is a fundamental part of the process, and that meeting their needs is the primary goal.



The Experience		The Principle
Citizen	Partner	
Open and Accessible		
Citizens will sense the Facility is there for them when they need it in a welcoming, inviting, comfortable and culturally relevant setting.	Project Partners will experience a daily rhythm that matches the Community’s needs for access.	This will be an accessible community centre in which the Project Partners coordinate and extend hours of operation and provide a high level of comfort and security.
Cultural Relevance and Diversity		
The Community will feel welcomed by a centre that is inclusive and culturally relevant – respectful to the individual and to the cultural diversity of the Community.	Project Partners will strive for a representative workforce and will develop programs and services within the context of the rich culture and traditions of Community.	Cultural traditions that reflect the diversity of the North Central Community will be supported and embraced.
Community Engagement		
The Community will feel the confidence, comfort and pride that come from programs that meet their needs, and also a sense of ownership and responsibility for the Facility’s direction and success.	Project Partners will naturally and automatically desire public input and endorsement when planning.	The Community will be involved in planning, innovation and development, so that the partners’ cooperative efforts are always focused on Community needs.
Sharing a Common Brand		
The Community will recognize the Facility as a single identity and an integrated team of service providers.	Project Partners will strive to present themselves – and will feel – they are functioning within an integrated whole.	The Facility will be developed as a single unit serving the Community, rather than as a structure housing separate, unrelated organizations.

### Joint Planning

The Community will sense cooperation, harmony, congruency and mutual support among the Project Partners.

Project Partners will systemically, as part of natural daily behavior and processes, seek the planning engagement of other partners, believing that each specific service or program is part of a shared community.

Project Partners will pursue joint planning, so that each organization contributes to integrated services.

### A Commitment to Innovation and Change

The Community will experience the pleasure of finding new initiatives and new value for their lives, and will sense that things are continually improving in the Facility.

Project Partners will experience a natural tendency to continuous improvement, an enjoyment of planned change and an excitement in recurring innovation. The search for better outcomes will always trump the protection of established procedure.

The Project Partners recognize a continuous need to develop new approaches and to experiment, requiring an appreciation for change based on sound evidence and a rejection of the status quo.

### Continuous Learning and Sharing

The Community will experience Facility personnel as being well informed and belonging to an integrated team.

Project Partners will experience and welcome a continuous, demanding stream of new information that occurs within a context of increasing value to the Community.

The personnel of each Project Partner must have a significant degree of knowledge about all the Partner organizations, so that each can support the other and assist the Community within an integrated service model.

### Appropriate Staffing

The Community will experience a sense of personal understanding from personnel who work within an environment that is comfortable and appropriate for the citizen.

Personnel will share common values and recognize supportive attitudes and behaviors in each other that are in tune with the operational and citizen needs.

Personnel will be individuals who can understand and adapt to the demands of the uniquely creative and diverse environment.



### Centralized Services

The Community will sense that the Project Partners are focused on them and avoid overlap, duplication and inefficiencies.	Project Partners will naturally prefer and seek cooperation and sharing instead of administrative independence and self-sufficiency.	Project Partners will pursue operational efficiencies.
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### Appropriate Autonomy and Flexibility

The Community will sense that the Facility is unlike other institutions in that programs, services and operations seem especially designed for them.	Project Partners will be enabled to make appropriate decisions within an accountable environment.	Partner organizations will give their personnel a measure of flexibility to adapt policies and procedures to fit the unique needs of this environment, and to pursue innovative approaches.
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### Cooperative and Strategic Funding

The Community will experience shared Community cooperation and growth.	Project Partners will seek shared outcomes and benefits, and create a highly functional environment that can maximize overall value for the Community.	Project Partners will share and jointly plan external funding initiatives to maximize value for the funds received and avoid competition either among the partners or between the Partners and the Community.
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### Communications

The Community will experience the Facility as a knowledge and information hub.	Project Partners will continually seek to communicate as a natural component of all initiatives, and will combine resources wherever appropriate.	Continuous communications among the Project Partners will be vital, and communications with the community must be effective, consistent and mutually supportive.
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**Plain Language**

The Community will experience the empowerment of understanding and a sense of reduced separation between themselves and the Partner organizations.	Project Partners will continually deliver culturally relevant communications in the language of the Community.	Communications will consistently use language that connects with the Community.
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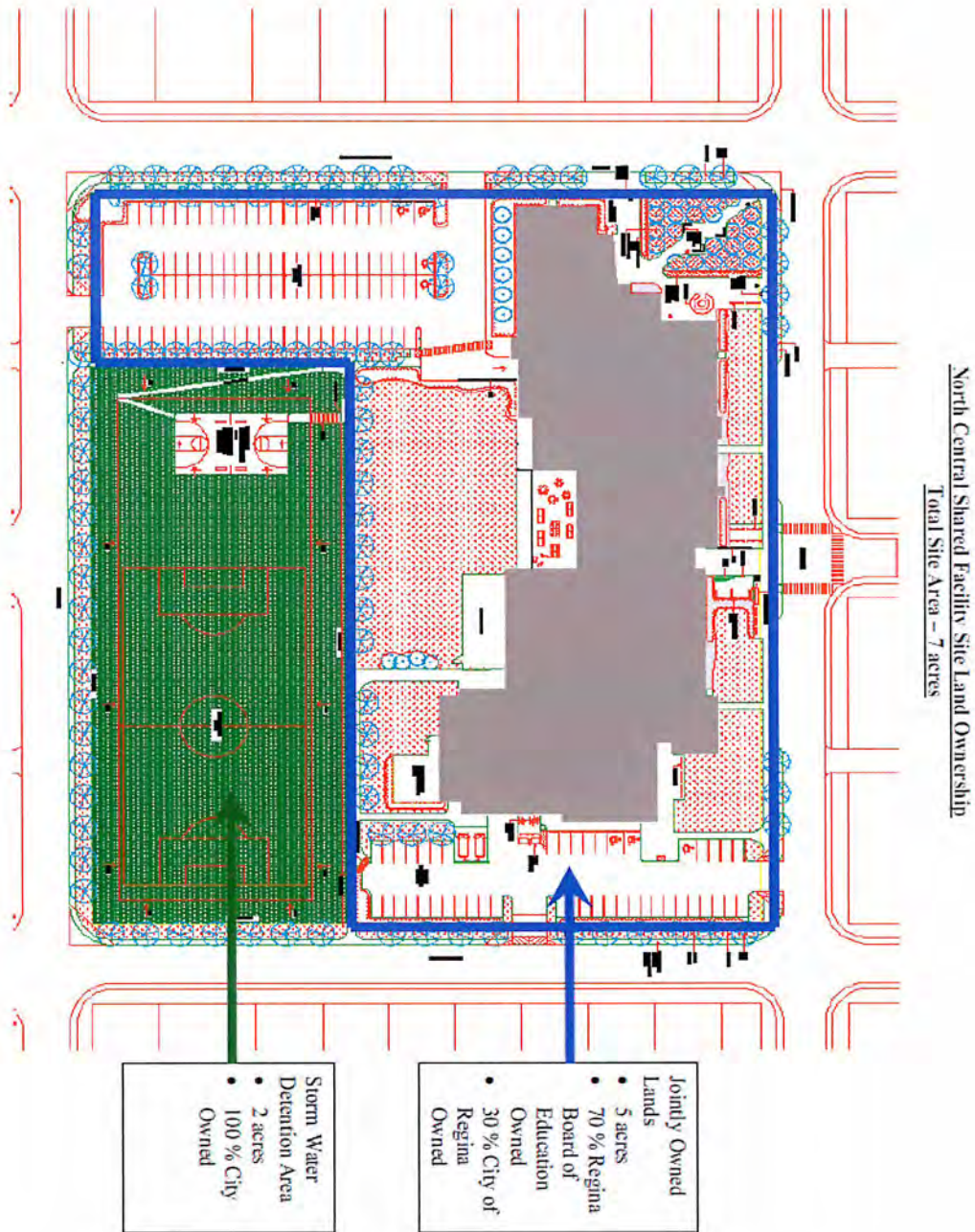
**Learning Across the Community**

The Community will experience a continual learning environment, regardless of their age or demographic.	Project partners will recognize that learning, in all forms, will be embraced as a cornerstone of all activity.	Programming will support lifelong learning for all the Community, using an integrated approach by all Partners.
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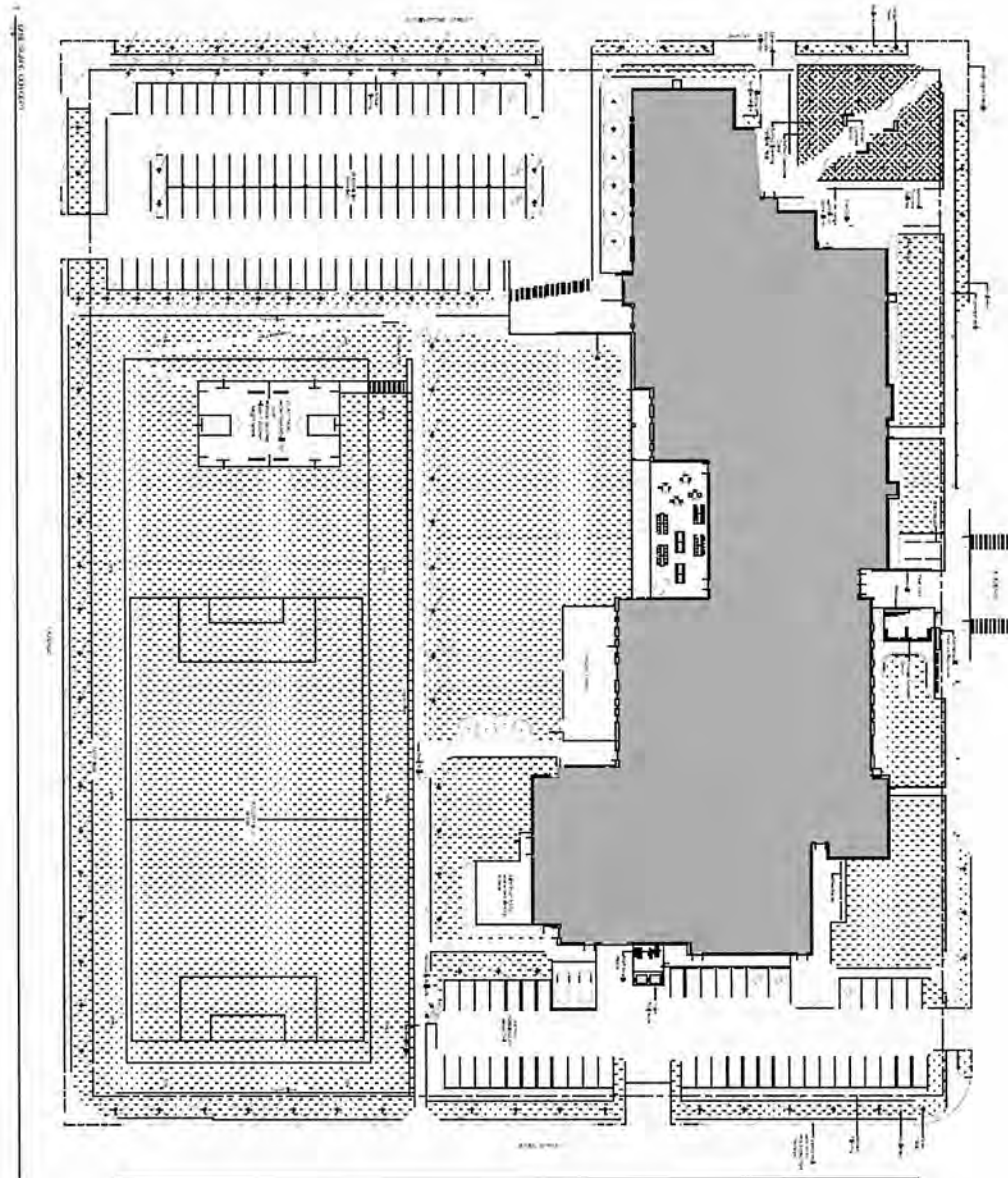
**Mutual Organizational Support**

The Community will recognize that partner organizations work together on many levels.	Project Partners will engage in a business relationship, where feasible, that extends beyond the delivery of integrated programs.	Partner organizations will be mutually supportive by looking first for the provision of services by other Partners.
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SCHEDULE "B"  
SITE PLAN







NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	120.00	12000.00
2	STEEL	100	LB	0.50	50.00
3	PAINT	100	GA	1.00	100.00
4	WATER	100	CU YD	1.00	100.00
5	SEWER	100	CU YD	1.00	100.00
6	LANDSCAPE	100	CU YD	1.00	100.00
7	TOTAL				12300.00

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	120.00	12000.00
2	STEEL	100	LB	0.50	50.00
3	PAINT	100	GA	1.00	100.00
4	WATER	100	CU YD	1.00	100.00
5	SEWER	100	CU YD	1.00	100.00
6	LANDSCAPE	100	CU YD	1.00	100.00
7	TOTAL				12300.00

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	CONCRETE	100	CU YD	120.00	12000.00
2	STEEL	100	LB	0.50	50.00
3	PAINT	100	GA	1.00	100.00
4	WATER	100	CU YD	1.00	100.00
5	SEWER	100	CU YD	1.00	100.00
6	LANDSCAPE	100	CU YD	1.00	100.00
7	TOTAL				12300.00

PRELIMINARY  
NOT FOR CONSTRUCTION











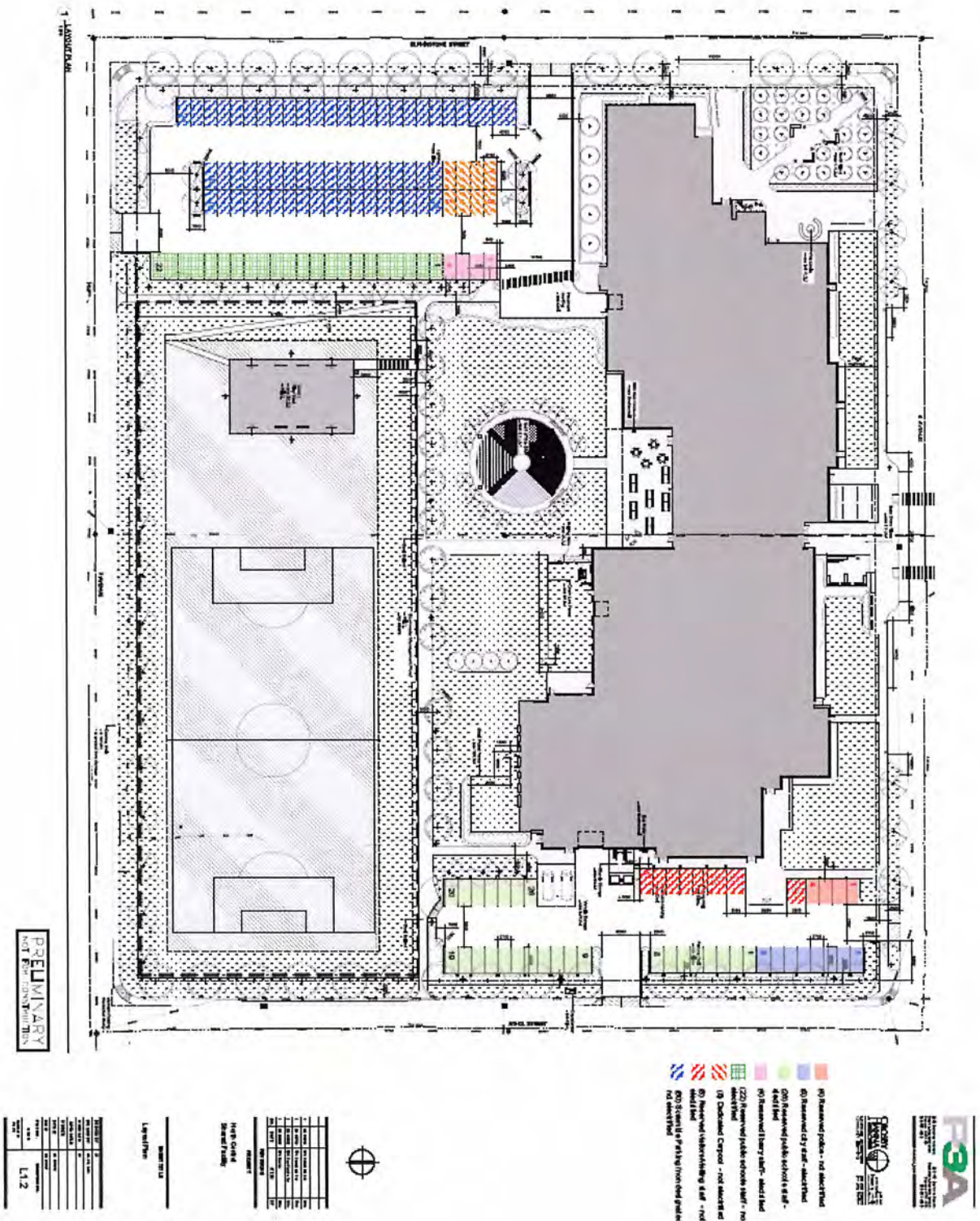


**SCHEDULE "B-1"**  
**PARKING ALLOCATION PLAN**

See following page for parking layout diagram.

Legend:

	(4) Reserved police - not electrified
	(8) Reserved city staff - electrified
	(26) Reserved public schools staff - electrified
	(4) Reserved library staff - electrified
	(22) Reserved public schools staff - not electrified
	(8) Dedicated Carpool - not electrified
	(8) Reserved visitors/visiting staff - not electrified
	(60) Scramble Parking /non designated - not electrified



**SCHEDULE "C"**  
**SPACE ALLOCATION MAP AND CHARTS**

-see attached-



- | Common  | Services  | Shared with Priority RBE  | Dedicated RBE   | Joint Dedicated Space   | Shared with Priority CoR  | Dedicated CoR   | Shared with Priority RPL  | Dedicated RPL   |
|---|---|---|---|---|---|---|---|---|
|  |  |  |  |  |  |  |  |  |

MAIN FLOOR PLAN





## Schedule C – Space Allocation Chart

North Central Shared Facility  
(Based on final tender set)

January 23, 2015

800085-0045 (6.0)

Room Number	Room Name	Area (m <sup>2</sup> )	Common		Shared with Priority			Joint		Dedicated		
			Circ	Services	RBE	CoR	RPL	No Booking	RBE	CoR	RPL	
1E01	VESTIBULE	17	17									
1E02	COMMONS	56	56									
1E03	COMMONS	124	124									
1E03.01	JANITOR	10	10									
1E03.02	STORAGE	47						47				
1E04.01	NCSF RECEPTION	132						132				
1E04.02	NCSF ADMINISTRATION	101							101			
1E04.03	PRIVACY ROOM	7							7			
1E04.04	MEETING ROOM	12							12			
1E04.05	PRINCIPAL	13							13			
1E04.06	VICE PRINCIPAL	13							13			
1E04.07	MEETING ROOM	28				28						
1E04.09	STAFF WORK AREA	34						34				
1E04.10	CUME FILES	6							6			
1E04.11	PRIVACY ROOM	9							9			
1E04.12	QUIET ROOM	9							9			
1E05	SCSS RECEPTION & CAREER COUNSELING	20							20			
1E05.01	SCSS GUIDANCE COUNSELOR	9							9			
1E05.02	COUNSELOR	7							7			
1E05.03	COUNSELOR	7							7			
1E05.04	COUNSELOR	7							7			
1E05.05	SCSS GUIDANCE COUNSELOR	8							8			
1E05.06	SCSS HOTEL OFFICE	9							9			
1E05.07	SCSS HOTEL OFFICE	9							9			
1E05.08	MEETING ROOM	16			16							
1E05.9	STORAGE	8							8			
1E05.10	DATA ROOM	9		9								
1E05.11	RESOURCE OFFICER	8							8			
1E05.12	CORRIDOR	24							24			
1E05.13	STORAGE	5							5			
1E06.01	C.L.I. RECEPTION	31							31			
1E06.02	OFFICE	9							9			
1E06.03	PRIVACY ROOM	9							9			
1E06.04	INTERVIEW ROOM	14							14			
1E06.05	CONTROL STATION	6							6			
1E06.06	SECURE STORAGE	6							6			
1E06.07	BIKE STORAGE	10							10			
1E06.08	C.L.I.	60							60			
1E07	CORRIDOR	54	54									
1E07.01	VESTIBULE	11	11									
1E08	COMMONS	193	193									
1E08.01	WOMENS	22		22								
1E08.02	MENS	22		22								
1E08.03	STORAGE	8							8			
1E09	GYMNASIUM	636			636							
1E09.01	GYM STORAGE	49						49				
1E09.02	STAFF WORKROOM	8							8			
1E09.03	STAFF LOCKERS	4							4			
1E09.04	STAFF SHOWER	4							4			
1E09.05	STAFF WORKROOM	7							7			
1E09.06	STAFF LOCKERS	3							3			
1E09.07	STAFF SHOWER	4							4			
1E09.08	LAUNDRY	5							5			
1E10	WOMENS CHANGE ROOM	37			37							
1E10.01	WOMENS	13			13							
1E10.02	WOMENS SHOWER	13			13							
1E10.03	TEAM STORAGE	22							22			
1E11	MENS CHANGE ROOM	36			36							
1E11.01	MENS	13			13							
1E11.02	MENS SHOWER	13			13							
1E12	BUILDING SUPPORT	131		131								
1E12.03	OUTSIDE STORAGE	12							12			
1E13.01	DAYCARE ENTRANCE	24							24			
1E13.02	STORAGE	6							6			
1E13.03	STAFF AREA	10							10			
1E13.04	OFFICE	11							11			
1E13.05	WC	6							6			
1E13.06	STORAGE	2							2			
1E13.07	LAUNDRY	6							6			
1E13.08	JANITORS	2							2			
1E13.09	CORRIDOR	24							24			
1E13.10	WC	6							6			
1E13.11	TODDLER CARE	75							75			
1E13.12	KITCHEN	28							28			
1E13.13	INFANT CARE	80							80			
1E13.14	NAP ROOM	21							21			
1E13.15	NAP ROOM	21							21			
1E13.16	STORAGE	6							6			
1E13.17	DIAPER CHANGE	6							6			
1E14	SHOPS / MAKER SPACE	164			164							
1E14.01	EQUIPMENT AREA	121							121			
1E14.02	CoR STORAGE	10								10		
1E14.03	HAND TOOL STORAGE	10							10			
1E14.04	RPS STORAGE	21							21			
1E15	FITNESS	81							81			
1E16	PROGRAM ROOM	62			62							
1E16.01	STORAGE	5							5			
1E17	BROWN BAG	19		19								
1E18	TEACHER COLLAB.	28							28			
1E18.01	TEACHER STORAGE	12							12			
1W01	COMMONS	344	344									
1W02.01	MULTI-PURPOSE ROOM EAST	244				244						
1W02.02	MULTI-PURPOSE ROOM WEST	233				233						
1W02.03	STORAGE	28								28		
1W02.04	LOCKER ALCOVE	9				9				9		
1W02.05	STAGE	78				78						

Area	Space Allocation					
	RBE %	City %	RPL %	RBE	City	RPL
17	73%	21%	6%	12	4	1
56	73%	21%	6%	41	12	3
124	73%	21%	6%	90	26	7
10	73%	21%	6%	7	2	1
47	33%	33%	33%	16	16	16
132	50%	100%		66	66	0
101		100%		0	101	0
7		100%		0	7	0
12	100%			12	0	0
13	100%			13	0	0
13	100%			13	0	0
28	30%	20%		8	20	0
34	80%	20%		27	7	0
6	100%			6	0	0
9	100%			0	9	0
9	100%			9	0	0
20	100%			20	0	0
9	100%			9	0	0
7	100%			7	0	0
7	100%			7	0	0
7	100%			7	0	0
8	100%			8	0	0
9	100%			9	0	0
9	100%			9	0	0
16	80%	20%		13	3	0
8	100%			8	0	0
9	73%	21%	6%	7	2	1
8		100%		0	8	0
24	100%			24	0	0
5	100%			5	0	0
31		100%		0	31	0
9		100%		0	9	0
9		100%		0	9	0
14		100%		0	14	0
6		100%		0	6	0
6		100%		0	6	0
10		100%		0	10	0
60		100%		0	60	0
54	73%	20%	6%	39	12	3
11	73%	21%	6%	8	2	1
193	73%	21%	6%	141	41	11
22	73%	21%	6%	16	5	1
22	73%	20%	6%	16	5	1
8	100%			8	0	0
636	80%	20%		509	127	0
49	80%	20%		39	10	0
8	100%			8	0	0
4	100%			4	0	0
4	100%			4	0	0
7	100%			7	0	0
3	100%			3	0	0
4	100%			4	0	0
5	100%			5	0	0
37	80%	20%		30	7	0
13	80%	20%		10	3	0
13	80%	20%		10	3	0
22	100%			22	0	0
36	80%	20%		29	7	0
13	80%	20%		10	3	0
13	80%	20%		10	3	0
131	73%	21%	6%	95	28	8
12		100%		0	12	0
24	100%			24	0	0
6	100%			6	0	0
10	100%			10	0	0
11	100%			11	0	0
6	100%			6	0	0
2	100%			2	0	0
6	100%			6	0	0
2	100%			2	0	0
24	100%			24	0	0
6	100%			6	0	0
75	100%			75	0	0
28	100%			28	0	0
80	100%			80	0	0
21	100%			21	0	0
21	100%			21	0	0
6	100%			6	0	0
6	100%			6	0	0
164	70%	10%		115	49	0
121	100%			121	0	0
10		100%		0	10	0
10	100%			10	0	0
21	100%			21	0	0
81	100%			81	0	0
62	60%	40%		37	25	0
5	100%			5	0	0
19	73%	21%	6%	14	4	1
28	100%			28	0	0
12	100%			12	0	0
344	73%	21%	6%	251	73	20
244	20%	80%		49	195	0
233	20%	80%		47	186	0
28		100%		0	28	0
9		100%		0	9	0
78	10%	10%	15%	8	59	12



North Central Shared Facility

(Based on final tender set)

January 23, 2015

860086-0045 (6.0)

Room Number	Room Name	Area (m <sup>2</sup> )	Common		Shared with Priority			Joint		Dedicated		
			Circ	Services	RBE	CoR	RPL	No Booking	RBE	CoR	RPL	
1W02.06	JANITOR	3								3		
1W02.07	VESTIBULE	3				3						
1W03	COMMONS	389	389									
1W03.01	VESTIBULE	10	10									
1W03.02	WOMENS	29		29								
1W03.03	MENS	29		29								
1W03.04	JANITOR	8		8								
1W03.05	WC	6		6								
1W03.06	SHOWER	7		7								
1W03.07	SHOWER	8		8								
1W03.08	WC	6		6								
1W03.09	STAGE ACCESS	13				13						
1W03.10	SERVERY	40						40				
1W04	COMMERCIAL KITCHEN	142						142				
1W04.01	WASHING	23						23				
1W04.02	OFFICE	6							6			
1W04.03	WC	6						6				
1W04.04	JANITOR	5						5				
1W04.05	DRY STORAGE	8							8			
1W04.06	RESIDENTIAL KITCHEN	28				28						
1W04.07	LAUNDRY	4						4				
1W04.08	EXIT CORRIDOR	7	7									
1W04.09	WALK-IN FREEZER	13						13				
1W04.10	WALK-IN COOLER	20						20				
1W04.11	DRY STORAGE	18						18				
1W04.12	OFFICE	7								7		
1W04.13	CORRIDOR	46	46									
1W05	PROGRAM ROOM	41			41							
1W06	PROGRAM ROOM	40			40							
1W07	ENGAGEMENT ROOM	45								45		
1W07.01	STORAGE	7								7		
1W07.02	STORAGE	7								7		
1W08	ART ROOM	166			166							
1W08.01	STORAGE	11							11			
1W08.02	RPL & CoR STORAGE	7								7		
1W09	DANCE	96				96						
1W09.01	STORAGE	9				9						
1W10	ELDERS / CEREMONY ROOM	42						42				
1W11	LIBRARY	399						399				
1W11.01	PROGRAM ROOM	74						74				
1W11.02	OFFICE	13									13	
1W11.03	WORK ROOM	16						16				
1W11.04	WORK ROOM	36						36				
1W11.05	FAMILY ROOM	6								6		
1W11.06	WC	6								6		
1W11.07	STORAGE	7						7				
1W12	RECEIVING / RECYCLING	47		47								
1W12.01	DATA ROOM	16		16								
E01	ELEVATOR	5	5									
S02	STAIR	13	13									
S03	STAIR	7	7									
S04	STAIR	6	6									
S05	STAIR	7	7									
S06	STAIR	8	8									
S07	STAIR	17	17									
1	NET-GROSS (ESTIMATED)	470	470									
TOTAL Main Floor (m <sup>2</sup> )		6540	1794	359	1250	741	81	1022	871	397	25	

Total GSM from drawings: 8540 (Tender Set)

2E01	COMMONS	161	161									
2E02	LEARNING STUDIO	56						56				
2E03	PROJECT STUDIO	78			78							
2E04	LEARNING STUDIO	42			42							
2E05	LEARNING STUDIO	42			42							
2E06	PROJECT STUDIO	75						75				
2E07	COMMONS	246						246				
2E07.01	STORAGE	17						17				
2E07.02	DATA ROOM	9						9				
2E07.03	WC	3						3				
2E07.04	WC	3						3				
2E07.05	WC	3						3				
2E08	TEACHER COLLAB	39						39				
2E08.01	TEACHER STORAGE	13						13				
2E09	COMMONS	258						258				
2E09.01	WC	6		6								
2E09.02	STORAGE	19						19				
2E09.03	WC	5						5				
2E09.04	WC	3						3				
2E09.05	WC	3						3				
2E09.06	WC	3						3				
2E10	MECHANICAL	122		122								
2E10.01	ELECTRICAL	44		44								
2E10.02	GENERATOR	20		20								
2E10.03	JANITOR	4		4								
2E11	TRANSITION ROOM	66						66				
2E12	PROJECT STUDIO	76						76				
2E13	TEACHER COLLAB	31						31				
2E13.01	TEACHER STORAGE	16						16				
2E13.02	WC	6						6				
2E14	PROJECT STUDIO	82						82				
2E15	LEARNING STUDIO	44			44							
2E16	LEARNING STUDIO	36			36							
2W01	BRIDGE	44			44							
2W02	COMMONS	53			53							
2W02.01	JANITOR	9			9							
2W02.02	ELECTRICAL	7		7								
2W02.03	BREAK-OUT ROOM	15						15				
2W02.04	DATA ROOM	7		7								
2W03	COMMONS	193						193				
2W03.01	STORAGE	10						10				

Space Allocation						
Area	RBE %	City %	RPL %	RBE	City	RPL
3		100%		0	3	0
3	20%	80%		1	2	0
389	73%	21%	6%	283	83	23
10	73%	21%	6%	7	2	1
29	73%	21%	6%	21	6	2
29	73%	21%	6%	21	6	2
8	73%	21%	6%	6	2	0
6	73%	21%	6%	4	1	0
7	73%	21%	6%	5	1	0
8	73%	21%	6%	6	2	0
6	73%	21%	6%	4	1	0
13	10%	75%	15%	1	10	2
40	60%	40%		24	16	0
142	60%	40%		85	57	0
23	60%	40%		14	9	0
6	100%			6	0	0
6	60%	40%		4	2	0
5	60%	40%		3	2	0
8	100%			0	8	0
28	40%	60%		11	17	0
4	100%			4	0	0
7	73%	21%	6%	5	1	0.4
13	60%	40%		8	5	0
20	60%	40%		12	8	0
18	60%	40%		11	7	0
7	100%			0	7	0
46	73%	21%	6%	34	10	2.7
41	60%	25%	15%	25	10	6
40	60%	25%	15%	24	10	6
45	100%			0	45	0
7	100%			0	7	0
7	100%			0	7	0
166	70%	25%	5%	116	42	8
11	100%			11	0	0
7	100%			0	7	0
96	20%	80%		19	77	0
9	20%	80%		2	7	0
42	73%	21%	6%	31	9	2
399	30%	5%	65%	120	20	259
74	25%	10%	65%	19	7	48
13			100%	0	0	13
16	30%		70%	5	0	11
36	30%		70%	11	0	25
6			100%	0	0	6
6			100%	0	0	6
7	25%	10%	65%	2	1	5
47	73%	21%	6%	34	10	3
16	73%	21%	6%	12	3	1
5	73%	21%	6%	4	1	0
13	73%	21%	6%	9	3	1
7	73%	21%	6%	5	1	0
6	73%	21%	6%	4	1	0
7	73%	21%	6%	5	1	0
8	73%	21%	6%	6	2	0
17	73%	21%	6%	12	4	1
470	73%	21%	6%	342	100	27
6540				4011	1979	550

161	73%	21%	6%	117	34	9
56	100%			56	0	0
78	75%	20%	5%	59	16	4
42	75%	20%	5%	32	8	2
42	75%	20%	5%	32	8	2
75	100%			75	0	0
246	100%			246	0	0
17	100%			17	0	0
9	100%			9	0	0
3	100%			3	0	0
3	100%			3	0	0
3	100%			3	0	0
39	100%			39	0	0
13	100%			13	0	0
258	100%			258	0	0
6	73%	21%	6%	4	1	0
19	100%			19	0	0
5	100%			5	0	0
3	100%			3	0	0
3	100%			3	0	0
3	100%			3	0	0
122	73%	21%	6%	89	26	7
44	73%	21%	6%	32	9	3
20	73%	21%	6%	15	4	1
4	73%	21%	6%	3	1	0
66	100%			66	0	0
76	100%			76	0	0
31	100%			31	0	0
16	100%			16	0	0
6	100%			6	0	0
82	100%			82	0	0
44	75%	20%	5%	33	9	2
36	75%	20%	5%	27	7	2
44	90%	10%		40	4	0
53	90%	10%		48	5	0
9	90%	10%		8	1	0
7	90%	10%		6	1	0
15	100%			15	0	0
7	100%			7	0	0
193	100%			193	0	0
10	100%			10	0	0

North Central Shared Facility  
(Based on final tender set)  
January 23, 2015  
860086-0045 (6.0)

Room Number	Room Name	Area (m²)	Common		Shared with Priority			Joint		Dedicated		
			Circ	Services	RBE	CoR	RPL	No Booking	RBE	CoR	RPL	
2W03.02	WC	6							6			
2W03.03	WC	3							3			
2W03.04	WC	3							3			
2W03.05	WC	3							3			
2W04	MULTI-MEDIA	75							75			
2W04.01	STORAGE	10							10			
2W04.02	EDITING ROOM	5							5			
2W04.03	MIXING ROOM A	10							10			
2W04.04	SOUND RECORDING / FILMING A	13							13			
2W04.05	MIXING ROOM B	6							6			
2W04.06	SOUND RECORDING / FILMING B	8							8			
2W05	PROJECT STUDIO	69							69			
2W06	PROJECT STUDIO	88							88			
2W07	TEACHER COLLAB.	36							36			
2W07.01	TEACHER STORAGE	20							20			
2W08	COMMONS	214							214			
2W08.01	WC	6							6			
2W08.02	WC	5							5			
2W08.03	WC	3							3			
2W08.04	WC	3							3			
2W08.05	WC	3							3			
2W09	PROJECT STUDIO	74							74			
2W10	PROJECT STUDIO	76							76			
2W11	TEACHER COLLAB.	29							29			
2W11.01	TEACHER STORAGE	13							13			
2W12	SCIENCE	98			98							
2W13	SCIENCE	85							85			
2W13.01	PREP ROOM	11							11			
2W14	SCIENCE	101							101			
S01.1	MAIN STAIR	20	20									
S02.2	BLEACHER STAIR	53	53									
S03	STAIR	14	14									
S04	STAIR	11	11									
S05	STAIR	11	11									
S06	STAIR	17	17									
S07	STAIR	21	21									
	NET-GROSS (ESTMATED)	308	308									
Total GSM from drawings: 3500 (tender set)												
TOTAL 2nd Floor (m²)			3500	616	210	446	0	0	0	2228	0	0

TOTAL Main Floor (m²)

Area (m²)	Common		Shared with Priority			Joint		Dedicated		
	Circ	Services	RBE	CoR	RPL	No Booking	RBE	CoR	RPL	
10040	2410	509	1696	741	81	1022	3099	397	25	
						RBE	474			
						CoR	234			
						RPL	314			

OVERALL TOTAL (gross m²)

Space Allocation						
Area	RBE %	City %	RPL %	RBE	City	RPL
6	100%			6	0	0
3	100%			3	0	0
3	100%			3	0	0
3	100%			3	0	0
75	100%			75	0	0
10	100%			10	0	0
5	100%			5	0	0
10	100%			10	0	0
13	100%			13	0	0
6	100%			6	0	0
8	100%			8	0	0
69	100%			69	0	0
88	100%			88	0	0
36	100%			36	0	0
20	100%			20	0	0
214	100%			214	0	0
6	100%			6	0	0
5	100%			5	0	0
3	100%			3	0	0
3	100%			3	0	0
74	100%			74	0	0
76	100%			76	0	0
29	100%			29	0	0
13	100%			13	0	0
98	90%	10%		88	10	0
85	100%			85	0	0
11	100%			11	0	0
101	100%			101	0	0
20	73%	21%	6%	15	4	1
53	73%	21%	6%	39	11	3
14	73%	21%	6%	10	3	1
11	73%	21%	6%	8	2	1
11	73%	21%	6%	8	2	1
17	73%	21%	6%	12	4	1
21	73%	21%	6%	15	4	1
308	73%	21%	6%	224	66	18
3500				3198	243	59

6540 4011 1979 550

Space Allocation			
Area	RBE	CoR	RPL
Capital Contributions	72.9%	21.4%	5.8%
10040 Allocated Area (m2)	7209	2222	609
Affordable Area (%)	71.8%	22.0%	6.1%
10040 Affordable Area (m2)	7214	2211	615
variance	5	(11)	6



**SCHEDULE "D"**  
**INITIAL MEMBERS OF THE OWNER'S COMMITTEE**

School Board:

Greg Enion  
Darren Boldt

City:

Executive Director, City Services  
Director of Community Services

RPL:

Jeff Barber  
Julie McKenna

**SCHEDULE "E"**  
**PRINCIPLES OF PROGRAM USE AND SCHEDULING**

1. The Parties will have first access to Shared Spaces for activities specific to their programming in the Facility. The Parties agree to work together to schedule the use of the Shared Space in a way that accomplishes their individual and collective program needs.
2. The identification of Shared Space with priority (as indicated on the Space Allocation Map and Charts) is intended to guide the priority usage of such space in favour of the Party to whom priority is allocated.
3. The Facility Operating Committee, in consultation with the Integration Committee, will make recommendations to the Owner's Committee, for its approval, a framework for scheduling bookings by the Parties (including bookings by the Parties for uses outside their normal programming in the Facility), other stakeholders, non-profit organizations, private and commercial users. The Facility Operating Committee will also make recommendations to the Owner's Committee, for its approval, a tiered booking system regarding priority and fees for various community groups and other Persons.