

## Edmonton Public Schools High School Partnership: Proposed License Agreement Terms and Conditions

### 1. Term

Ten years, to commence from opening day of facility in September 2021, upon acceptance and approval by City Council and Edmonton Public Schools Board of Trustees.

### 2. Option to Extend

Upon agreement by both parties, an option to extend the term of the agreement for two further periods of five years each.

### 3. Termination

Neither party shall have the right to terminate this agreement within the first ten years of the Term unless the other party is in default and has not remedied such default in accordance with the terms of this Agreement. After the initial ten year period, the City or Edmonton Public Schools shall have the right at any time to terminate the agreement with one year written notice, by August 31 of any year.

### 4. Capital Contribution Lifecycle

Further work with Edmonton Public School staff is necessary to determine any impact to the City of Edmonton's capital contribution if the agreement terminates prior to completion. Once determined and confirmed by the two parties, this detail will be outlined within the agreement.

### 5. Use of Space

The City of Edmonton, as licensee, will have access to spaces and amenities within the "community wing" to offer community based public recreation experiences. This usage model will build off of a volume of public access to the gymnasium and fitness amenities of 33% of the usable time, supplemented by additional use of other "community wing" amenities (rooms, foyer etc)

### 6. Community Wing: Facility and Amenity Scheduling

The allotment of space and time between the City of Edmonton and Edmonton Public Schools will be managed by a joint operating committee made up of representatives of the City of Edmonton and Edmonton Public Schools.

**7. Community Wing: Operating Costs**

The City of Edmonton will be responsible for any and all operating costs related to their managed public use of the “community wing.” This includes direct staffing of recreation amenity attendants, proportionate share of utilities and custodial services, and a percentage contribution for repairs and maintenance delivered by Edmonton Public Schools staff. Operating cost reconciliation to be managed through the joint operating committee.

**8. Community Wing: Repairs and Maintenance**

Beyond the operating cost contribution for repairs and maintenance, the City of Edmonton will be responsible for the cost of any repairs which are required as a result of direct damage during public time.

**9. Community Wing Capital Retrofits**

Edmonton Public Schools would be responsible for any capital retrofits of the premises. Through the operating committee and prior to confirmation of any capital retrofit plan, City of Edmonton input and potential partnership support would be discussed.