

THIS LICENSE AGREEMENT made effective this \_\_\_\_\_ DAY of \_\_\_\_\_, 2021

BETWEEN:

**THE CITY OF EDMONTON**  
(hereinafter called the “City”)

- and -

**EDMONTON FEDERATION OF COMMUNITY LEAGUES**  
(hereinafter called “EFCL” or the “Federation”)

- and -

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(hereinafter called the “League”)

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**Whereas**, Community Leagues have existed in the City since 1917 and every Edmonton neighbourhood is a part of a Community League. Community Leagues were established to support essential recreational sports, social, community and cultural opportunities, as well as programs and voluntary leadership in recreation and culture within city neighbourhoods;

**Whereas**, the City recognizes the Edmonton Federation of Community Leagues as a valuable partner organization and provides funding to support the effective and efficient governance and operation of Community Leagues, including funding to create and maintain infrastructure;

**Whereas**, the City has and will continue to set aside land in various neighbourhoods for public use by the neighbourhood and will retain the said land for general park purposes, licensing such part of it to Community Leagues as required by them for Recreation uses;

**Whereas**, the City provides Community Leagues with a license to use Parkland for the purpose of Recreation to support the needs of the communities.

**Whereas**, the City and the Federation wish to recognize the autonomy of the Community Leagues in the Recreation that they offer on their licensed land, while respecting the partnering, coordinating, facilitating, and oversight responsibilities the City and the Federation have to the Community League movement in Edmonton and to each other;

**Whereas**, the City, the Federation and the Community Leagues are committed to the effective and efficient use of resources to support City priorities and outcomes in the interests of transparency and accountability with its partners;

**Whereas**, the City, the Federation and the League now wish to enter into a License for the Site.

**Now Therefore**, the parties mutually covenant and agree as follows:

## **Part 1            DEFINITIONS**

1. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:
  - 1.1. “**City**” means the City of Edmonton, a municipal corporation, and its successors and assigns;
  - 1.2. “**Concept Plan**” means the document outlining the location of the League’s proposed Facilities in relation to the overall Parkland features and detailing the scope, budget, and fundraising strategy associated with the proposed Facilities;

- 1.3. “**Community League**” means a volunteer, not-for-profit organization formed to meet the needs and interests of residents within a defined geographic area in the city of Edmonton. Community Leagues are recognized by the City of Edmonton in City Policy “City/Community Leagues Relations” (C110). Community Leagues operate as a network under the umbrella of the Edmonton Federation of Community Leagues (EFCL). A Community League is an autonomous body, registered under the *Societies Act, R.S.A. 2000, c. S-14* with the Corporate Registry of the Government of Alberta and provides a variety of recreation, sport and other locally-based programs and activities, develops community leadership, empowers citizens to build strong and caring communities, and supports not-for-profit, multicultural and other groups with program space as referenced in City Policy “Community League Grants” (C502A);
- 1.4. “**League Member**” means any individual or household who has a membership in their League within the current membership year and who lives within the boundary as defined in their bylaws;
- 1.5. “**Deleterious Substance**” means any substance, product, waste or other material of any nature whatsoever which is or becomes listed as a hazardous substance, hazardous waste, hazardous material or pollutant under any environmental law, bylaw, regulation or order, and all amendments thereto, whether by federal, provincial, municipal or other public authority having jurisdiction, or which may give rise to liability under any legislation listed thereof, including, but not limited to petroleum products and by-products, contaminants, pollutants, dangerous substances, and products that display any of the symbols for corrosive, flammable, reactive, explosive, or toxic/poison;
- 1.6. “**Deputy City Manager**” means the Deputy City Manager of Citizen Services, or his or her designated representative;
- 1.7. “**EFCL or Federation**” means the umbrella organization that supports the Community League movement and as outlined in City Policy “City/Community Leagues Relations” (C110) it is the representative and co-ordinating body of Edmonton’s Community Leagues;
- 1.8. “**Emergency circumstance**” means a situation of an urgent nature where there is an imminent risk or danger to Public Safety or property, including but not limited to natural disasters and civil emergencies;
- 1.9. “**Facilities**” means those buildings, structures, amenities or improvements that are located on the Site, or developed on the Site at a later date, built by either the City or the League, which includes, but is not limited to, buildings, fences, basketball

courts, tennis courts, pickleball courts, skating rinks, rink shacks, batting cages, parking lots, lights, surveillance cameras, and community gardens;

- 1.10. “**Notice**” means for the purpose of this License Agreement, any request, application, information, statement or other writing required or permitted to be given by any party to the other;
- 1.11. “**Original condition**” means the soil and site conditions of the Site in its natural form and with a similar end land use as was originally on the Site when the League took occupation of the Site;
- 1.12. “**Parkland**” means any property, whether developed or not, owned, controlled, or maintained by the City as defined by Parkland Bylaw 2202;
- 1.13. “**Pest**” means any living organism that has an undesired effect. Regulated Pests are those that have requirements for monitoring, controlling and/or eliminating under applicable federal or provincial regulations such as, but not limited to, Alberta’s *Weed Control Act, S.A. 2008, c. W-5.1, Agricultural Pest Act, R.S.A. 2000, c. A-8* or *Fisheries Act, R.S.A. c. F-16*;
- 1.14. “**Pesticide**” means any product, device, organism, substance or thing that is manufactured, represented, sold or used as a means for directly or indirectly controlling, preventing, destroying, mitigating, attracting or repelling Pests as defined by Health Canada’s Pest Management Regulatory Agency. This includes herbicides, insecticides, fungicides, animal and insect repellants, and insect and rodent controlling devices;
- 1.15. “**Public Safety**” means the welfare and protection of the general public. It is usually expressed as a governmental responsibility. The primary goal is prevention and protection of the public from dangers affecting safety such as crimes and may also include offering the Leagues’ amenities to provide a safe temporary location during Emergency circumstances, under the direction or as requested by the delegated authority;
- 1.16. “**Recreation**” means the experience that results from freely chosen participation in physical, social, cultural, intellectual, creative, and spiritual pursuits that enhance individual and community wellbeing;
- 1.17. “**Renter**” means a third party individual or organization which has entered into a rental agreement with the League for the purpose of using space on or within the Site for the purposes of Recreation on a one-time, short term basis of Thirty (30) days or less;

- 1.18. “**Site**” means the areas(s) of Parkland described in Schedule “A” and provided to the League for its use by the City and licensed under the terms and conditions of this License Agreement;
- 1.19. “**Sub-license**” means any license agreement entered into between the League and a third party individual or organization for the use of space for the purposes of Recreation, on or within the Site and which is subject to the terms and conditions of this License Agreement and compliant with Section 11;
- 1.20. “**Sub-licensee**” means a third party individual or organization which has entered into a Sub-License with the League for the purpose of using space on or within the Site for the purposes of Recreation on a regular, continuous basis; and
- 1.21. “**Utilities**” means but is not limited to gas, water, electricity, sewerage, and telecommunication lines.

## **Part 2            TERMS OF LICENSE**

### **2.1    GRANT OF LICENSE**

The City is the owner of the Site and hereby grants to the League, a license for non-exclusive use of the Site for the purposes permitted herein. The League acknowledges that the City has not and cannot confer on or vest in the League any title, interest, or estate in the Site. Notwithstanding any other term or condition of this License Agreement, during the Term of this License Agreement, the League shall not use this License Agreement as security to guarantee any loan or encumber, mortgage, charge, or lien the title to the Site.

### **2.2    TERM OF LICENSE**

The term of this License Agreement is effective the 1st day of January, 2022 and expires on the 31st day of December, 2031 (the “Term”), subject to earlier termination as provided for herein.

### **2.3    LICENSE FEE**

Upon execution of this License Agreement, the League shall pay to the City the sum of One Dollar (\$1.00) per year, receipt of which is hereby acknowledged (the “License Fee”).

### **2.4    RESERVATIONS**

This License Agreement is subject to:

- a. the reservation throughout the Site of a general easement for all utilities including natural gas; and
- b. the reservation of all oil, gas, mineral and mining rights in or under the Site.

### **Part 3            USE OF THE SITE**

#### **3.1    RECREATION**

The League shall only use and permit the use of the Site at all times by League Members, Sub-licensees, Renters, and invitees for the purpose of Recreation, as defined in this Agreement and further elaborated in the objects of the League, the League's mission, vision, and strategic plan. The League shall make all reasonable efforts to make the Site suitable to the needs of the community for which the League exists.

#### **3.2    NON-EXCLUSIVE USE AND POSSESSION**

- a. The League acknowledges that it has the non-exclusive use and possession of the Site. The League shall directly provide or offer a variety of recreation, sport, and other locally-based programs and activities, develop community leadership, empower citizens to build strong, inclusive and caring communities and support not-for-profits, multicultural, and other groups with program space on the Site.
- b. The League will permit any person desiring to participate in activities of the League, Sub-licensee, or Renter, or to use the Site and Facilities, by obtaining a League membership as may be required by League bylaws, and by paying a reasonable fee or charge, if applicable.
- c. Upon reasonable consultation and Notice, the City and EFCL are permitted to hold in the Facilities programs that benefit residents of the City, provided that these programs do not conflict with the League's programs and operations. The City and EFCL shall repair any damage at their expense that may occur as a result of the City and EFCL's use of the Facilities. The League may, at its discretion, charge the City and EFCL a reasonable fee or charge for their use of the League's Facilities.

#### **3.3    NON-RESIDENCE**

The League shall not occupy, or permit the occupation of the Site in a manner that results in the use of the Site as a residence by any person.

#### **3.4    COMPLIANCE WITH LEGISLATION**

- a. The League, League Members, Sub-licensees, Renters and invitees will not do or permit to be done on the Site, nor in any Facilities placed thereon, anything which may



contravene any federal or provincial laws or regulations or any of the bylaws of the City and will endeavor at all times to avoid annoyance or inconvenience to residents in the vicinity of the Site by reason of Public Safety concerns, noise, or activities likely to interfere with the quiet enjoyment of their premises by the neighbourhood residents.

- b. If any complaint is made to the City or the Edmonton Police Service by anyone with regard to any matters referred to in Section 3.4(a) of this License Agreement, the City or the Edmonton Police Service may make inquiries concerning such complaint. If the complaint is not settled, the Deputy City Manager, after consultation with the League and EFCL, may settle the matter in any manner they deem necessary and the League shall comply with any direction given in that regard.
- c. The League shall comply with, and will require all League Members, Sub-licensees, and Renters to comply with, all applicable health and safety recommendations, guidelines, directives, and orders from all delegated authorities with respect to the use of the Site. The League shall not, and shall require that any of its League Members, Sub-licensees, and Renters, do not, attend the Site if doing so would be inconsistent with health and safety recommendations, guidelines, directives, or orders from delegated authorities. To meet the obligations set out in this Section 3.4(c), the League will ensure there is signage on the Site informing all invitees of the obligation to comply with any Public Health Orders issued by the Office of the Chief Medical Officer of Health, or successor, at any time throughout the Term of this License Agreement.

### 3.5 EMERGENCY CIRCUMSTANCES

During Emergency circumstances, the Site, or any Facilities on the Site may be utilized by the City as a temporary staging or muster location, reception center or information center for the duration of such incidents, upon request. The control of the Site and Facilities will remain with the League.

## **Part 4 FACILITY DEVELOPMENT AND OPERATION**

### 4.1 DEVELOPMENT OF NEW FACILITIES

- a. If there are no Facilities on the Site at the time the League enters into this License Agreement, after engaging with residents and stakeholder groups in the area it serves, the League will provide a Concept Plan for any Facilities proposed by the League and working drawings for the Site grading. The Concept Plan will take into consideration the recreational needs of the community and the financial resources of the League, and will be vetted through all appropriate and required City processes, including the Park and Facility Development Process, which may be amended from time to time. Notwithstanding anything herein to the contrary, any Facilities developed by the League are the property of the League.

- b. The League will not add, permit to be added, or remove from the Site any Facilities without consulting their designated City Liaison and if applicable, will provide a Concept Plan and follow the Park and Facility Development Process, which may be amended from time to time. This provision applies to any change to the Site that would normally require a permit from the City, but may not include all improvements.
- c. With the exception of the cost of the initial installation for the connection of utility services as specified in Section 4.3(a) hereof, the League is responsible for the development of any and all new Facilities, including but not limited to construction costs, project management and consultant fees, site preparation and demolition fees, permit fees and contingencies.

#### 4.2 INSPECTION

The League will permit all authorized City representatives, on not less than Ninety Six (96) hours Notice to the League, as per Section 21.1, or, in the case of inability to contact the League, to the Federation, to inspect the Facilities or any improvements under construction in the Facilities to ensure they are being developed and maintained in the manner provided for in this License Agreement and in compliance with all applicable legislation.

#### 4.3 UTILITIES

- a. The City is responsible for the initial installation and maintenance of Utilities to within 1.5 metres of the Site boundary. The League is responsible for the installation and maintenance of all Utilities brought from the Site boundary (up to 1.5 metres from the Site boundary) to the Facilities, inclusive of any upgrades to Utilities that may be required from time to time.
- b. The League will pay all costs associated with water, light, power, telephone, internet, gas, waste collection, sewerage, sanitation and other Utilities costs imposed in connection with the Facilities on the Site.

#### 4.4 SIGNAGE

The League shall not erect, or permit the erection of signs on the Site without first consulting their designated City Liaison and following the Park and Facility Development Process, which may be amended from time to time, with the exception of signs that meet the following requirements:

- a. is of such a size that no development permit would be required for such a sign under the Edmonton Zoning Bylaw;
- b. portable;

- c. not located within Two (2) metres of an intersection;
- d. not redundant with any other sign on the Site;
- e. displayed only during Parkland hours between 5 a.m. and 11 p.m.; and
- f. contains content that is relevant to the use of the Site by the League, Sub-licensee or Renter for Recreation purposes.

Should the City in its reasonable opinion determine that a sign is inconsistent with community standards, or does not comply with the requirements as set out in this Section 4.4, the League shall immediately remove the sign from the Site at the City's request. The League shall be responsible for all costs related to the erection, maintenance, operation and removal of signs on the Site.

#### 4.5 OPERATION MEETINGS

The League, the Federation and authorized City representatives will periodically meet, as needed, to discuss the Facility operation activities conducted on the Site.

### **Part 5 MAINTENANCE**

#### 5.1 LANDSCAPING

- a) The League shall be responsible for the maintenance of all landscaping on the Site including, but not limited to, line trimming, weed whacking, edging, planting and maintenance of flower beds, maintenance of shrub beds, and removal of weeds, with the exception of Section 5.2 relating to tree management. Herbicides are not approved for use by Community Leagues.
- b) The City shall be responsible for the grass cutting of open space Parkland within the Site. The City may, at its sole discretion, cut grass within Facilities where it is operationally feasible to do so.

#### 5.2 TREE MANAGEMENT

The City shall be responsible for the maintenance, preservation, protection, and removal of all trees on the Site. All trees planted on the Site by the League in accordance with the Park and Facility Development Process, which may be amended from time to time, shall become the absolute property of the City upon the issuance of a Final Acceptance Certificate (FAC) pursuant to City Policy "Corporate Tree Management Policy" (C456C). In the event that the League desires to maintain trees on the Site, the League shall obtain the prior written consent of the Deputy City Manager, which consent may not be unreasonably or arbitrarily withheld. Should the City remove any trees on the Site upon the League's request, the League shall be responsible for all costs associated with the removal as per C456C.

### 5.3 SITE AND FACILITY MAINTENANCE

- a. The League shall do all things to continuously, actively and diligently keep, inspect, repair and maintain in good order and condition the Facilities located on the Site, whether such Facilities have been developed by the League or the City, reasonable wear and tear expected. This includes any lifecycle repairs or replacement of structures within the Site.
- b. The League is responsible for the repair and maintenance of all pathways and parking lots within the Site, including, but not limited to, snow clearance, ice control, clearance of debris of all drainage infrastructure, and sanitation of the Site including litter and garbage disposal.

## **Part 6 PERMITS AND LICENSES**

- 6.1 The League is allowed to carry out the following activities on the Site, for the purposes of Recreation, without obtaining a Parkland permit in accordance with Parkland Bylaw 2202, provided that the activities are consistent with the purposes of this License Agreement, and the League has obtained any other permits or licenses from the City as may be required for such activities:
  - a. leave or place a sign, subject to Section 4.4;
  - b. organize an outdoor gathering of no more than Two Hundred Fifty (250) people;
  - c. sell, display or distribute any goods or services; and
  - d. conduct any business or commercial venture.

This does not apply to Sub-licensees and Renters.

- 6.2 The League shall pay when due all applicable taxes, permits, licenses and fees in respect of the use and occupancy of the Site thereof by the League.

## **Part 7 TAXES**

- 7.1 The League is responsible for paying property taxes with respect to the Site if assessed, and if not exempted in accordance with the appropriate section(s) of the *Municipal Government Act RSA 2000 Chap M-26* or the *Community Organization 1998 Property Tax Exemption Regulations, AR 281/1998* (hereinafter the “Regulations”). The League has the right to appeal any such assessment through the City.
- 7.2 Should the Regulations be amended, repealed or replaced (the “Revision”) by the Government of the Province of Alberta, with the effect of changing the taxable status of a Site from exempt to taxable, then the League may terminate this License Agreement by giving the City and the Federation Thirty (30) days written Notice, and any property taxes payable with respect to the Site, from the effective date of the coming into force of the Revision to the date of the termination of this License Agreement by the League, shall

be the responsibility of the City. If the League does not terminate this License Agreement within Thirty (30) days from the effective date of the coming into force of the Revision, then the League shall be liable for the payment of any property taxes payable with respect to the Site from the effective date of the coming into force of the Revision.

## **Part 8            PESTICIDES AND DELETERIOUS SUBSTANCES**

- 8.1 The League shall not be liable to the City or any other party for damages arising out of or in connection with any environmental contamination or pollution of the Site as a result of the presence of Pesticides or Deleterious Substances:
- a. upon the Site prior to any occupation of the Site by the League under this License Agreement and any previous license for the Site executed between the City and the League, or
  - b. placed upon the Site by or at the direction of the League with the express written permission of the City and in the manner directed by the City, or
  - c. placed upon the Site by persons for whom the League is not in law responsible and which persons have acted without the permission or direction of the League.
- 8.2 The League agrees not to store, bring onto the Site, or allow the application of, any Pesticides to the Site, without the express written permission of the Deputy City Manager, and the League agrees to comply with any applicable federal or provincial law, regulation, or order as well as any policies and procedures of the City relating to managing Pests and regulated Pests, and the use of Pesticides, their storage or their application as set out from time to time. The City reserves the right to prohibit the application of any or all Pesticides to the Site at its discretion at any time during the Term of this License Agreement. The City shall be responsible for Pest management on the Site. The League shall be responsible for Pest management on or within Facilities or any portion thereof. All Pest management activities should follow an integrated Pest management approach and comply with City Policy “Integrated Pest Management” (C501A).
- 8.3 The League agrees not to store or bring onto the Site any Deleterious Substances without the written permission of the Deputy City Manager, with the exception of such limited amounts of gas and propane as is necessary for normal day to day use (i.e. grass mowing, snow blowers, barbeques). The League agrees to comply with any applicable federal or provincial law, regulation, or order as well as any policies and procedures of the City relating to Deleterious Substances, their storage, use and disposal as set out from time to time. The League agrees to indemnify and save harmless the City from and against all claims, demands, liabilities and damages arising out of or in connection with any environmental contamination or pollution of the Site as a result of the presence of

Pesticides or Deleterious Substances on or under the Site which have been brought upon the Site by the League or any person with their consent express or implied or which resulted from the use of the League during the Term of this License Agreement.

## **Part 9 LIENS**

- 9.1 The League will immediately pay and discharge any writs of enforcement or any other charges, liens or encumbrances registered against title to the Site by reason of any act or omission for which, it, its agents, employees, or licensees are responsible unless the Deputy City Manager, after consulting with the League, has agreed in writing to such writs of enforcement, liens, charges or encumbrances being placed against the title.
- 9.2 If the League fails to pay or discharge any such writs of enforcement, liens, charges or encumbrances, the City may pay the debt, discharge the writ, lien, charge or encumbrance, and require from the League the immediate repayment of all sums paid by the City in securing such discharge after delivery to the League of an invoice.

## **Part 10 INSURANCE AND INDEMNITY**

- 10.1 Throughout the Term of this License Agreement, the League shall maintain, at the League's expense, in full force and effect the following insurance coverages:
- a. Commercial General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, including death, personal injury and/or property damage. This policy shall be endorsed to include the following:
    - i. Blanket Contractual Liability (including this License);
    - ii. Independent Contractors (as applicable);
    - iii. Products and Completed Operations;
    - iv. Broad Form Property Damage on an occurrence basis;
    - v. Non-Owned Automobiles;
    - vi. Employees and Volunteers as Additional Insureds;
    - vii. Cross Liability;
    - viii. Contingent Employers' Liability, as applicable;
    - ix. Host Liquor Liability;
    - x. Advertising Liability;
    - xi. The City of Edmonton as an additional insured; and
    - xii. The Edmonton Federation of Community Leagues as an additional named insured\*

\*The Federation is named as an insured for the purposes of coverage protection only. At no time shall the Federation be permitted to receive or hold funds (proceeds of a claim) for the League.

- b. "All Risk" property insurance with limits equal to the replacement cost of the Facilities on the Site, including all stock, equipment, and improvements, as applicable. The insurance policy, where written in the name of the League, shall specify that losses, if any, are payable to the League as its interest may appear.
  - c. Cyber Liability Insurance covering the services provided by the League of no less than One Hundred Thousand Dollars (\$100,000) policy limit.
  - d. Directors & Officers Liability with limits no less than Two Million Dollars (\$2,000,000) per occurrence policy limit.
  - e. All such insurance coverages shall be endorsed to provide the City with Thirty (30) days prior written Notice of cancellation or material change, and shall be in a form acceptable to the City's Director of Insurance and Claims Management, or their designate (the "City's Risk Manager"). The League will provide proof of renewal of insurance coverage prior to expiry of existing policies.
  - f. Upon request by the City and if concurred by the Federation, the League will provide additional insurance if this is deemed necessary, in writing, by the City's Risk Manager. An explanation will be provided to the League and the Federation for the additional insurance requirement.
  - g. It is further understood and agreed that the policy limits shown under item (a) of this Section do not define or limit the League's liability to indemnify the City in the event of bodily injury and/or property damage, nor does the City make any representations as to the adequacy of said limits or scope of coverage in the event of a claim the City makes no representations as to the adequacy of such insurance, limits and/or scope of coverage.
- 10.2 The League shall ensure that any Sub-licensee and Renter maintains in full force and effect general liability insurance coverage for bodily injury and property damage at a minimum of Two Million Dollars (\$2,000,000) Commercial General Liability, and all such further and other insurance and other coverage if and as applicable to their respective scopes of services and activities, for such value and on such terms and conditions that a prudent and experienced person involved in Recreation would obtain and maintain from time to time.
- 10.3 Save and except such liabilities, costs, damages, claims, suits, expenses or actions arising from the sole negligence of the City, its employees, officers, servants, contractors, or agents, the League shall indemnify and save harmless the City from any and all liabilities, costs, damages, claims, suits, expenses or actions arising out of:
- a. any breach, violation or non-performance of a covenant, condition or agreement in this License Agreement set forth and contained on the part of the League to be fulfilled, kept, observed and performed;
  - b. any damage to any property whatsoever occasioned by the League's use of the Site and Facilities under this agreement;



- c. any injury to a person or persons, including death resulting at any time therefrom, resulting from the use of the Site and Facilities by the League under this License Agreement; and
- d. any damage to property belonging to the League, or to employees, agents, contractors, Sub-licensees, Renters or invitees of the League, or any injury to or death of any employee, Sub-licensee, Renter or invitee of the League while such property or person is in or about the Site or Facilities.

This Section 10.3 shall survive termination or expiration of this License Agreement.

## **Part 11 SITE RESTORATION**

- 11.1 It is further understood that notwithstanding anything contained in this License Agreement, in the event of loss or damage to Facilities, the League shall be responsible for the full cost of demolition of damaged structures and debris removal from the Site within a reasonable time from the event of loss or damage, in order to restore the Site to a condition suitable for reconstruction of Facilities or use as Parkland in its Original Condition, as per minimum current neighbourhood park development standards.

## **Part 12 REPORTING AND ACCOUNTABILITY**

### **12.1 ANNUAL REPORTING**

The League shall, no later than February 27th of each year of the Term of this License Agreement, submit an annual report to the Federation on the activities of the League. This annual report shall include the information detailed in Sections 12.1.1 and 12.1.2.

- 12.1.1 From the previous year the League's annual report will identify, at a minimum, the following criteria:
- a. most recent audited financial statements, as described in the League's bylaws;
  - b. contact details and positions of each of the League's Board members;
  - c. any policies, rules or regulations relating to the operation of the Facilities. These must be provided in full as part of the first annual report of the Term of this License Agreement. In subsequent years, only new or amendments to policies, rules, or regulations must be submitted;
  - d. membership figures;
  - e. plans for the development and upkeep of Facilities, including budget and funding sources; and
  - f. program information for the past year, including:
    - i. programs and events offered by the League;
    - ii. number of program participants; and
    - iii. Sub-licensees and Renters.



- 12.1.2 For the upcoming year the League's report will identify their priorities which, at a minimum, must satisfy the following criteria:
- a. outlines the League's priorities for service delivery and an associated budget for the following year;
  - b. is responsive to the community's needs and reflective of the League's financial capabilities; and
  - c. meets the mandate of the League as outlined in its bylaws and objective.

The Federation will review and respond to the League by March 31st of its submission and shall provide a copy of the League's Annual Reporting to the City, upon written request. The Federation shall provide to the City a roll up of all Annual Reports received from the Community Leagues by May 31st.

## 12.2 SITE ASSESSMENT

The City and EFCL will determine the specific requirements of site assessments in regards to Facilities and Utilities, including their projected lifecycle and condition. EFCL will coordinate site assessments over the Term of this License Agreement to include all Community Leagues with Facilities. The EFCL shall commission site assessments, and shall submit the site assessments to the City and the League upon their completion for review.

The League will provide access to their Site and Facilities for the site assessment. Leagues will be provided reasonable notice of the site assessment.

## 12.3 SUBMISSIONS UPON REQUEST

The League agrees, within Thirty (30) days of receiving Notice from the City or EFCL to submit a copy of the:

- a. Updated reporting information as detailed in Section 12.1.2;
- b. current rates and fees charged for the use of the Site and Facilities; and
- c. current schedule of the use of the Site and Facilities.

The League agrees to make reasonable changes to the rates and fees charged for the use of the Site and Facilities, if requested by the Deputy City Manager.

## 12.4 BIENNIAL MEETINGS

The League shall meet with their designated City Liaison at least twice per year throughout the Term of this License Agreement in order to:

- a. discuss, review and create action plans for the League's priorities with reference to the League's current Business Plan; and

- b. review the League's site assessment and the status of the repairs and maintenance to the Site and Facilities completed to date.

## 12.5 AUDIT

- a. The City and the Federation may audit all financial, operational and related records associated with the terms and conditions of this License Agreement.
- b. The League shall at all times during the Term of this License Agreement, and for a period of Six (6) years after the end of the License Agreement, keep and maintain records of the use of the Site pursuant to this License Agreement. This includes but is not limited to proper records of membership, Sub-licenses, rental agreements, quotations, correspondence, invoices, and timesheets. All financial records shall be maintained in accordance with generally accepted accounting principles. The League shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City and the Federation at all reasonable times and without prior Notice.
- c. The obligations of this Section 12.5 shall be explicitly included in any Sub-licenses or rental agreements formed between the League and any Sub-licensees or Renters to the extent that those agreements relate to fulfillment of the League's obligations to the City.
- d. Costs of any audits conducted under the authority of this Section 12.5 and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The League shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.
- e. This Section 12.5 shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by federal, provincial or municipal law, whether those rights, powers, or obligations are express or implied.

## **Part 13 SUB-LICENSES**

- 13.1 The League is permitted to grant a Sub-license, provided that:
  - a. the purpose of the proposed Sub-license is for Recreation and consistent with, and subject to, the terms and conditions of this License Agreement;
  - b. the purpose of the proposed Sub-license is not contrary to the objectives of the League; and
  - c. the League has consulted with their designated City Liaison and followed the Community League Sub-license Approval Process.

## **Part 14 SHORT TERM RENTALS**

- 14.1 The League is permitted to grant one-time, short term booking rentals of Thirty (30) days or less to Renters without obtaining written permission from the City, provided that the short term booking rentals are for the purposes of Recreation and consistent with, and subject to, the terms and conditions of this Agreement.

## **Part 15 OCCUPATIONAL HEALTH AND SAFETY**

- 15.1 Without limiting the generality of the League's obligation to comply with laws pursuant to this License Agreement, the League hereby agrees, from the commencement of the Term of this License Agreement and continually while this License Agreement is in force, to perform the obligations of the City, as owner, as set out in Section 8 of the *Occupational Health & Safety Act*. RSA 2000, c O-2, which includes being responsible for meeting any and all of the owner's obligations and duties under the *Occupational Health & Safety Act* or any regulations or code thereunder. Further, the League agrees that the Site is under the League's control while the League is in possession of the Site under this License Agreement.
- 15.2 Notwithstanding anything else in this License Agreement, the League agrees that it shall have sole liability for any non-compliance or failure to fulfill the duties set out in Section 15.1. To the fullest possible extent permitted by applicable laws, the League shall fully indemnify the City for any claims, demands, actions, suits, fines, fees, charges, penalties or prosecutions brought against the City as a result of the non-compliance or failure to fulfill the duties set out in these Sections 15.1 and 15.2, including all legal fees incurred by the City in responding to or defending against any of the aforementioned claims, demands, actions, suits, fines, charges or prosecutions, with legal fees being calculated as solicitor and his/her own client costs on a full indemnity basis. The provisions of this Section shall survive the expiry or earlier termination of this License Agreement.

## **Part 16 PRIVACY AND INFORMATION**

- 16.1 The League and the Federation covenant to comply with all rules and regulations contained within the *Personal Information Protection Act, S.A. 2003. C. P-6.5* ("PIPA") including the development of policies and procedures that are reasonable to meet both its obligations under PIPA as well as a high ethical standard with regard to personal information protection.
- 16.2 The League and the Federation acknowledge that the City is subject to the *Freedom of Information and Protection of Privacy Act, R.S.A. 2000, c. F-25* ("FOIP").
- 16.3 The League is responsible for personal information and data collected, used, or disclosed by the League, Sub-licensees, and Renters in relation to the Site. The League is responsible for compliance with any applicable privacy legislation.

## **Part 17      OVERHOLDING**

- 17.1 The League agrees that, if it remains in possession of the Site after the expiration or earlier termination of this License Agreement without further written agreement and without objection by the City, the League shall be deemed to be a monthly licensee only and shall be bound by the provisions of this License Agreement insofar as the same are applicable to monthly licenses.

## **Part 18      DEFAULT**

- 18.1 If, following an inspection of Facilities as described in Section 4.2, the Deputy City Manager identifies deficiencies indicating that the Facilities are not being maintained in the manner provided for in this License Agreement, then the Deputy City Manager shall give Notice of the deficiencies in writing to the League with a copy to the Federation. If the League fails to initiate and continue a reasonable program of repairs within Ninety (90) days from the date of said Notice, the City may, with agreement from the Federation, upon written Notice to the League, make whatever repairs are necessary to bring the Facilities up to a reasonable standard and may charge the cost of so doing to the League.
- 18.2 If the League fails to use the Site for the purposes agreed to in this License Agreement, then the City may serve the League with written Notice advising of such failure with a copy to the Federation. If such failure of use continues for Ninety (90) days from the date of the City's Notice, then the City may immediately terminate this License Agreement upon providing a further written Notice to the League.
- 18.3 If:
- a. the League discontinues the use of the Site in accordance with Section 3.1 hereof for a period of Six (6) months or longer;
  - b. any liens, charges, or any other encumbrances are placed against the Site by reason of any action or omission of the League without the Deputy City Manager's permission and remain in effect for a period exceeding Sixty (60) days;
  - c. the League fails to perform and observe any term and condition required of it by this License Agreement; or
  - d. the League ceases to exist or ceases to function as a Community League;

then the Federation may enter onto the whole or any part of the Site, assume operation of the Facilities on the Site, and thereafter hold the said Site and all Facilities on the Site free from any claims thereto by the League provided that, in the reasonable opinion of the City, the League is not proceeding diligently to cure such default. The Federation shall assume the covenants and responsibilities of the League provided for herein through an assignment of this License Agreement and shall assume responsibility for the Site. In

such event, any Facilities developed by the League shall become the property of the Federation.

- 18.4 In the event that the Federation assumes control of the Site pursuant to Section 18.3, the Federation will negotiate an agreement with the City to cover reasonable costs of managing and operating the Site. If the Federation and the City cannot come to an agreement within Sixty (60) days of the Federation taking over the Site, the Federation can, upon Thirty (30) days written Notice, return the Site back to the City, provided however, all costs of managing and operating the Site during this time will be the responsibility of the Federation. The Federation has the right to seek reimbursement from the League for any costs incurred during the time the Federation managed and operated the Site.
- 18.5 If the Federation does not take control of the Site within Ninety (90) days as provided for in Section 18.3, then this License Agreement shall terminate and any Facilities developed by the League on the Site become the absolute property of the City with no compensation payable by the City to the League.

## **Part 19          TERMINATION**

### **19.1    TERMINATION WITHOUT CAUSE**

- a. The City has the right to terminate this License Agreement without cause by giving the League and the Federation Six (6) months written Notice. The City may only terminate this License Agreement pursuant to this Section 19.1 after a resolution has been passed by the Municipal Council of the City approving such termination.
- b. The League may terminate this License Agreement without cause by giving the City and the Federation Thirty (30) days written Notice.

### **19.2    TERMINATION DUE TO CHANGE IN LAND USE BY THE CITY**

- a. In the event that the City determines that all or any part of the Site is required for some purpose other than the purposes as outlined in this document, the City shall be entitled to terminate this License Agreement without a resolution required to be passed by the Municipal Council of the City approving such termination, provided always that the City:
  - i. notifies the League and the Federation prior to advertising the proposed change in use, when applicable, in the manner required by the City Land Use Bylaw then in force; and
  - ii. provides the League and the Federation with Six (6) months written Notice.
- b. Within a reasonable time frame from the Notice of termination, the City may, in its sole discretion:

- i. acquire and license to the League suitable substitutional Parkland, if available, at market value; and
- ii. at the City's expense either relocate thereto any Facilities developed by the League on the Site or construct new Facilities similar in value and for similar Recreation use upon the new Site.

### 19.3 OWNERSHIP OF FACILITIES UPON TERMINATION

- a. Upon the expiration or termination of this License Agreement for any reason, all Facilities built by the City shall remain the absolute property of the City.
- b. Upon expiration or termination of this License Agreement for any reason, all Facilities built by the League shall remain the property of the League. The League shall remove all such Facilities from the Site, except as provided for in Section 19.2(b)(ii), within Six (6) months of such expiration or termination, or within an extended time frame as may be agreed to by the City in consultation with the League. The League shall be responsible for all costs of removing such Facilities and restoring the Site to the Original Condition, reasonable wear and tear expected. Any Facilities of the League remaining on the Site after the Six (6) month period, or such agreed upon extended time period, shall become the property of the City absolutely with no compensation payable to the League.

## **Part 20          DISPUTES**

- 20.1 Should any dispute arise between the parties as to the interpretation, application, operation or alleged violation of this License Agreement, the Deputy City Manager, the President of the Federation and the President of the League shall endeavour to resolve the dispute through discussion, negotiation and/or third party mediation within Ninety (90) calendar days of notification by one party to the other parties of a dispute.
- 20.2 Any dispute arising out of or in connection with this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, and not resolved pursuant to Section 20.1 will be arbitrated and finally resolved under the *Arbitration Act* of Alberta. The place of arbitration will be Edmonton, Alberta. The language of arbitration will be English. If the parties cannot agree on an Arbitrator, the ADR Institute of Alberta will appoint one under its "select and appoint" process."

## **Part 21          GENERAL PROVISIONS AND CONDITIONS**

### 21.1 NOTICE

Any Notice to be given pursuant to the terms of this License Agreement shall be sufficiently given:

- a. in the case of Notice to the City, if such Notice is sent by prepaid registered mail, personally delivered or couriered in an envelope addressed to:

Citizen Services  
17th Floor, Edmonton Tower  
10111 104 Avenue  
Edmonton, Alberta T5J 0J4  
Attention: Deputy City Manager

- b. in the case of Notice to the League, if such Notice is sent by prepaid registered mail or personally delivered in an envelope addressed to the League at the address as registered at the time with the Edmonton Federation of Community Leagues to the attention of the President or Acting President.

Notice given if posted in Alberta, other than during a postal disruption, shall conclusively be deemed to have been given on the Tenth (10th) business day following the date on which such Notice is mailed. Notice during a postal disruption shall be delivered personally or by courier. Any Notice delivered personally or by courier and personally received by the party to whom it is addressed, shall be deemed to have been given on the date of actual delivery.

A party may, at any time, give Notice in writing to all the other parties of any change in address of the party giving such Notice, and, from and after the giving of such Notice, that address shall be deemed to be the address of the said party for the giving of Notice hereunder.

## 21.2 ASSIGNMENT

The League shall not assign this License Agreement without first obtaining written permission from the City, which permission may be withheld if the purposes of the proposed assignment is contrary to the objectives of the League.

## 21.3 GENERAL LAW

The League covenants to comply with all the rules and regulations contained in the *Societies Act, R.S.A. 2000, c. S-14*, and to remain incorporated under the terms of this Act throughout the Term of this License Agreement.

## 21.4 TIME IS OF THE ESSENCE

Time shall be of the essence of this License Agreement and of every party hereof.

## 21.5 ENTIRE AGREEMENT

It is agreed that this License Agreement embodies the entire agreement of the parties hereto with regard to the matters dealt with herein and that no other understandings or agreements, verbal or otherwise, exist between the parties unless herein referred to.

## 21.6 GOVERNING LAW AND JURISDICTION

The validity and interpretation of this License Agreement and of each section and part hereof shall be governed by the laws of the Province of Alberta and the parties agree to irrevocably attorn to the jurisdiction of the courts of Alberta.

## 21.7 WAIVER

A waiver of any provision of this License Agreement by any party shall not be a waiver of any other provision of this License Agreement.

## 21.8 SEVERABILITY

In the event that one or more sections of this License Agreement are declared invalid or unenforceable by a Court of competent jurisdiction, the parties agree that such section or sections shall be severable from the remainder of this License Agreement and that the other provisions herein shall continue in full force and effect.

## 21.9 SUCCESSORS AND ASSIGNS

This License Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors, and approved assigns.

## 21.10 AMENDMENT OR MODIFICATION

This License Agreement shall only be modified or amended by an Amending Agreement signed by all parties.

## 20.11 INTERPRETATION

- a. For the purposes of this License Agreement the neighbourhood boundaries are those boundaries as determined by the City.



- b. The “Whereas” Sections stated before Part 1 are for background purposes only and shall not be used in the interpretation of this License Agreement.

IN WITNESS WHEREOF the parties have executed this License Agreement the year and date first above written.

APPROVED:

Approved as to content:

Per: \_\_\_\_\_  
Director, Neighbourhood Services

Signed for the Federation:  
EDMONTON FEDERATION OF  
COMMUNITY LEAGUES

Per: \_\_\_\_\_

I declare that I have authority to bind the Federation to this Agreement.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for the League:  
[COMMUNITY LEAGUE]

Per: \_\_\_\_\_

I declare that I have authority to bind the League to this Agreement.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for the City:  
THE CITY OF EDMONTON

Per: \_\_\_\_\_  
As represented by the [insert name] Branch  
Manager of Community Standards and  
Neighbourhoods Branch, Citizen Services  
Department

Date: \_\_\_\_\_

Signed for the Federation:  
EDMONTON FEDERATION OF  
COMMUNITY LEAGUES

Per: \_\_\_\_\_

I declare that I have authority to bind the Federation to this Agreement.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for the League:  
[COMMUNITY LEAGUE]

Per: \_\_\_\_\_

I declare that I have authority to bind the League to this Agreement.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE "A" - THE SITE**