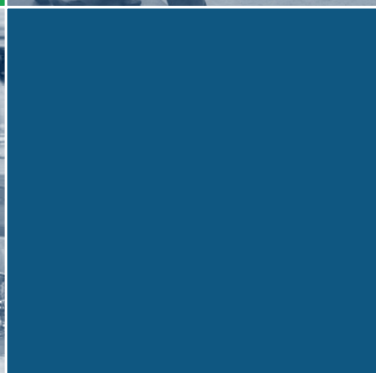
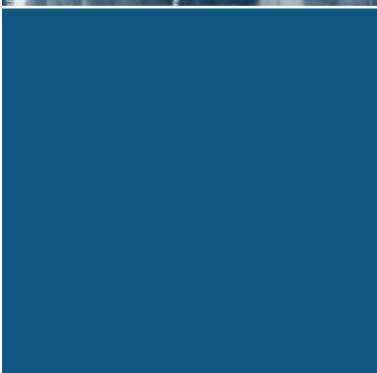
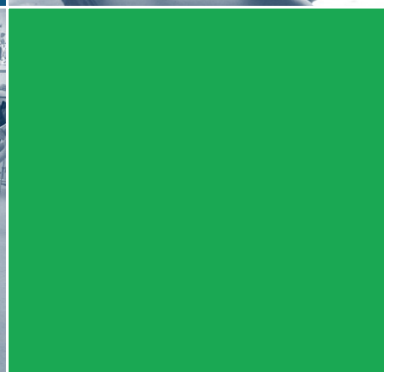
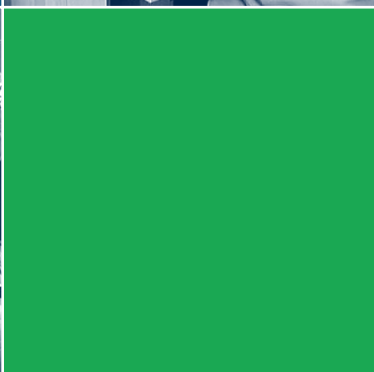
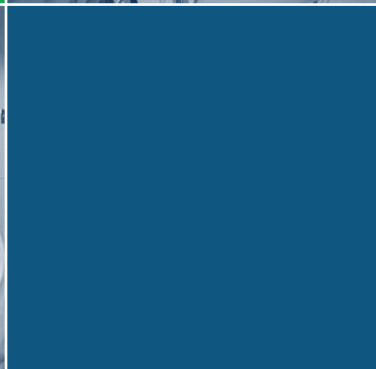
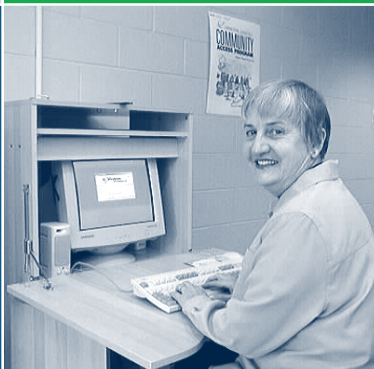


# VANCOUVER'S COMMUNITY CENTRES

# Renewing the Partnership

FINAL REPORT FROM THE JOINT OPERATING AGREEMENT TASK FORCE



## Foreword

We are pleased to submit this final report to our sponsors: the Vancouver Board of Parks and Recreation and the Community Associations.

The Task Force is committed to continuing the partnership approach. Our goal and mandate is to renew the partnership between the Park Board and the Community Associations and make recommendations to both parties. The recommendations outlined in this report will result in the development of new agreements and associated tools to strengthen the partnership and enhance the capacity of both to better provide for the recreation needs of citizens. We began our work with the understanding that the partnerships were assets, worth protecting and enhancing. We recognized that improvements in the partnership relationships needed to build on past success; that progress would be evolutionary and not radical; but that progress was essential.

This final report is the culmination of three years of extensive research, focus groups, input, discussions and drafting. We believe we are presenting the very best recommendations with regards to a positive future for community-based recreation services. The recommendations focus on putting citizens first, make community building and accountability a priority and suggest new ways of working together as citizens, staff, volunteers and government.

We encourage all Association Directors, Park Board staff and elected Commissioners to take some time to read through this report, reflect on it, and consider what aspects can add value to their partnership processes. We also encourage other stakeholders and interested parties to consider these recommendations. Implementation of our recommendations will take time, energy, resources, commitment, trust and leadership by many people. We hope that the Association Boards and the Park Board will see this as an investment in an important asset, not as a cost.

The Task Force, wishes to acknowledge the assistance and support from a number of organizations and individuals.

Our sponsors have been most helpful in providing logistical and technical support, including staff support for communications, information technology, research, mapping and the Association President's Group for assisting in regular communication efforts. A special thank you is due to Gail Thodeson who provided the utmost professionalism to the administrative support of our work. We would also like to thank the following consultants who helped us at various stages of our deliberations. Without implicating any of them in the conclusions of the work, we would like to thank Brian Johnson, Anne Morrison and June Wilson. We also wish to thank the recreation departments and community volunteers of Seattle, Regina, Calgary and Richmond for sharing their approaches and experiences with us.

The Task Force is also deeply appreciative of the time and effort that was taken by individuals, organizations and groups who responded thoughtfully and constructively to our interim reports and discussions. We received many submissions and over 100 individuals participated in discussion groups which were most helpful to us in shaping and focusing our work.

With the submission of this report to our sponsors, our work as a Task Force is concluded. We expect and hope that our sponsors will implement the recommendations expeditiously as we believe that this will have a positive impact on the delivery of recreation services in Vancouver.

November 29, 2004

Respectfully submitted,

Lori MacKay, Co-Chair  
Park Board Director of Parks and  
Recreation

Ingrid Alderson  
Roundhouse Community Arts and  
Recreation Society

Lorraine Chow  
Renfrew Park Community Association

Himmat Gill  
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Champlain Heights Community  
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Association

Gordon Plottel, Co-Chair  
Douglas Park Community Association

Daisy Chin  
Park Board Coordinator

Warren Coughlan  
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Supervisor

Anita Ho  
Park Board Director of Corporate  
Services

Terry Walton  
Park Board Recreation Manager

Diane Murphy  
Park Board Recreation Manager

\*Note: Ms. Howe has been a significant contributor, however unavoidable circumstances restricted participation in the final phase of the Task Force work.

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# JOINT OPERATING AGREEMENT REPORT OVERVIEW

This final report focuses on where the Joint Operating Agreement Task Force believes we can improve the partnership agreements between the Park Board and 20 Community Associations in the operation of Community Centres. In particular, our report focuses on five key elements that are fundamental to building a healthy future partnership relationship. These are:

1. Developing a Shared Vision - Alignment of purpose and values
2. Serving Community Needs
3. Creating Effective Alliances
4. Maximizing Available Resources
5. Moving Forward - Agreement transition, negotiation and implementation

A total of 30 recommendations are outlined with comments reflecting our research, discussions and the views of a broad cross-section of interested stakeholders who participated in our process.

The following table outlines the recommendations under the five key elements:

Key Element		Recommendations	
1	Shared Vision of Partnership	1.1 Shared Mission, Vision and Values for Community Centres 1.2 Framework for Partnerships - Agreement Models	
2	Serving Community Needs	2.1 Programming	2.1.1 Roles of partners 2.1.2 Fees 2.1.3 Standard measures 2.1.4 Program Resources 2.1.5 Needs assessments / Community Mapping
		2.2 Membership	2.2.1 Reciprocal membership 2.2.2 Fees
		2.3 Catchment Areas	2.3.1 New areas 2.3.2 Overlaps 2.3.3 Purpose 2.3.4 City wide access
		2.4 Core Service	New committee task
3	Effective Alliances	3.1 Agreement Management	3.1.1 Plain English 3.1.2 Term 3.1.3 Good Faith Obligations 3.1.4 Dispute Resolution for Agreement 3.1.5 Amendments 3.1.6 Termination
		3.2 Governance and Accountability	3.2.1 Partnership Review 3.2.2 Best Practises
		3.3 Communications	
		3.4 Reporting	3.4.1 Annual Reports 3.4.2 Minutes 3.4.3 Park Board Reports 3.4.4 Business and Strategic Plans
		3.5 Operational Dispute Resolution	
		3.6 Association Collective	
		3.7 Conflict of Interest	
		3.8 Recognition	3.8.1 Public 3.8.2 Between Parties

4	Maximizing Resources	<ul style="list-style-type: none"> <li>4.1 Consistency and Reporting <ul style="list-style-type: none"> <li>4.1.1 Common Year End</li> <li>4.1.2 Audited Financial Statements</li> </ul> </li> <li>4.2 Equity Fund <ul style="list-style-type: none"> <li>4.2.1 Annual Contributions</li> <li>4.2.2 Administration and Distribution</li> </ul> </li> <li>4.3 Park Board Budget</li> <li>4.4 Reserve and Surplus Funds</li> <li>4.5 Fundraising</li> <li>4.6 Human Resources <ul style="list-style-type: none"> <li>4.6.1 Definitions</li> <li>4.6.2 Independent Model</li> <li>4.6.3 Operational/Collaborative Model</li> <li>4.6.4 Advisory Model</li> </ul> </li> <li>4.7 Human Resources – Training and Development <ul style="list-style-type: none"> <li>4.7.1 Board Training</li> <li>4.7.2 Employee Training</li> <li>4.7.3 Partnership Training</li> </ul> </li> <li>4.8 Facility Space Allocation</li> <li>4.9 Facility Rental <ul style="list-style-type: none"> <li>4.9.1 Rental Policies and Rates</li> <li>4.9.2 Long Term Rentals</li> <li>4.9.3 Contribution to Equity Fund</li> </ul> </li> <li>4.10 Parks and Other Facilities</li> <li>4.11 Facility Maintenance</li> <li>4.12 Equipment and Supplies</li> <li>4.13 Insurance and Indemnity <ul style="list-style-type: none"> <li>4.13.1 Indemnity Agreement</li> <li>4.13.2 Other Insurance</li> </ul> </li> <li>4.14 Policies and Procedures</li> <li>4.15 Records Management</li> </ul>
5	Moving Forward	<ul style="list-style-type: none"> <li>5.1 Agreement Transition, Negotiation and Implementation <ul style="list-style-type: none"> <li>5.1.1 Negotiation</li> <li>5.1.2 Transition</li> <li>5.1.3 Implementation</li> </ul> </li> </ul>

The report is a summary of our three years of work and is organized into three sections:

## **Part 1 – Introduction and Background**

Sets the stage by describing our Community Centre system, our partnership approach to operating them under a Joint Operating Agreement, and how the Task Force underwent the work.

## **Part 2 – Need for Renewal**

Outlines why we need to renew our agreements, history and our strengths and challenges. General descriptions and definitions and best practices for partnerships between the public and not-for-profit sectors are discussed.

## **Part 3 – Recommendations – Thinking, Working and Acting Differently**

Describes the facts and issues around key recommendations for renewing our partnerships.

## **Appendix**

More details on topics discussed in the report.

The contents expressed in this final report are entirely those of the Task Force as a whole and should not be attributed in any manner to the Vancouver Board of Parks and Recreation, the Community Associations or to the individual members of the Task Force or organizations in which they have been involved. Citation and the use of this material should take into account this provisional character.

All documents related to our work, including minutes of meetings, notes from consultation sessions and progress reports are available on a web page at [www.vancouverparks.ca](http://www.vancouverparks.ca).

# Part 1 – INTRODUCTION AND BACKGROUND

## Community Centres – The Hub of our Communities

The Community Centres of the Vancouver Park Board system have a scope and vitality that most communities can only dream of. There is a Community Centre within 3.5 km of every doorstep of the 560,000 people who call Vancouver home. Each year residents, young and old, attend over 17,000 recreation programs morning, afternoons and evenings.

When people go to their local Park Board Community Centre in Vancouver, they may not be aware that their experience is a result of a complex partnership between the City of Vancouver, Vancouver Park Board and a local not-for-profit community centre society (called the Association). Each of these groups has a critical role in the provision of recreation services.

## Who Does What?

City of Vancouver and Vancouver Park Board

- Works to provide cost effective community services that respond to the needs of constituents
- Open democratic process with elected Council and elected Board of Commissioners – accountable to voters and tax payers
- Flexible and easy access to basic services
- Authority to establish laws
- City of Vancouver collects taxes and provides operating and capital budgets for Park Board purposes and establishes policy framework and corporate support services
- Park Board has legal capacity to exercise powers under the Vancouver Charter to provide park and leisure services and has exclusive possession, jurisdiction and control of all designated public parks including the facilities and programs.

## Community Associations

- Works to provide recreation and community programs at a specific community centre as outlined in their constitution
- Incorporated Provincially under Society Act and, if designated as a Charity, also regulated by Federal income tax laws
- Authority to operate jointly in community centres provided under Joint Operating Agreement with Park Board
- Governed by individual constitutions, by-laws and membership vote
- Accountable to their members, many of whom are also their clients.

## What is the Joint Operating Agreement?

The Joint Operating Agreement is a signed agreement that outlines the terms under which the Park Board and each Association works together to operate a community centre. The model has a number of distinguishing features:

- Community based decision making and advisory roles for the Association with strong professional and administrative support provided by the City/Park Board
- Decentralized – local delivery system

- Facilities provided by the Park Board with support from Associations through capital campaigns
- Recreation programs provided by both partners:
  - Park Board – rinks, pools and some fitness centres
  - Associations – balance of full range of physical, creative, skill development and social recreation programs for all ages
- Other community programs provided by Association (childcare, social/educational services) with support from Park Board, City of Vancouver and outside funding sources
- Key distinguishing feature is the ability of Associations to collect user fees and engage in fund raising activities to fund community based recreation programs

The current agreement is made up of a master agreement, common to all 20, plus a number of appendices related to individual centres (see list of 20 on page 11). Ray-Cam Co-Op Centre and Britannia Centre operate under unique agreements which are different from the Joint Operating Agreement.

The history of the Joint Operating Agreement goes back to the 1950's and was renewed and updated up to approximately 1979. The history of the relationship is outlined in Appendix 1.

## Relationships and Accountability

The Park Board and the Associations increasingly depend on each other and other partners to carry out our missions. This raises a key question: Where are the boundaries? Democratic governments have an obligation to ensure that the services funded are equitable, accessible and effective. How does the Park Board's exercise of this obligation in a partnership affect the unique character and independence of the Associations? Associations do not exist in isolation from the rest of the Park Board. They are separate legal entities, with duties and obligations, which come with being independent incorporated societies. One of their key purposes, as outlined in their constitutions, is to provide recreation services out of a publicly owned facility – the Community Centre. At different times, they may have differing interests and capabilities to assume roles in a partnership.

An effective system outlines the important roles which both partners play. Decisions should be made at the appropriate level and accountabilities should be clear and allow for flexibility in the assumption of roles. For example, as it relates to the operation of community centres, our current model is based on the following roles and corresponding accountability:

### Recreation Accountability Framework

	Who	Does What	Accountable to	Accountable For
<b>AT THE PARK BOARD LEVEL</b>	Park Board Commissioners	<ul style="list-style-type: none"> <li>• Establish overall vision and govern recreation services for Vancouver</li> <li>• Reflect local priorities and needs</li> <li>• Develop policies based on vision and other government policies, regulations and statute</li> <li>• Set budgets and goals</li> <li>• Provide equity of service through the city</li> </ul>	<p>The people of Vancouver</p> <p>The City of Vancouver for fiscal matters</p>	<p>Excellence in service delivery</p> <p>Effective and efficient use of allocated funding</p>
	General Manager Directors Recreation Managers	<ul style="list-style-type: none"> <li>• Implement Board policies</li> <li>• Manage Park Board organization</li> <li>• Provide support and direction to centres</li> <li>• Hold centres accountable for achievements</li> </ul>	<p>The Board of Commissioners</p> <p>The City of Vancouver</p> <p>Senior Management</p>	<p>Achievement of goals set by Board and City</p>

	Who	Does What	Accountable to	Accountable For
<b>AT THE LOCAL COMMUNITY CENTRE LEVEL</b>	Coordinators and Supervisors	<ul style="list-style-type: none"> <li>Act as recreation leaders within a community</li> <li>Lead centres to ensure effective service delivery</li> <li>Provide support to Community Associations</li> </ul>	Recreation Managers	<p>Recreation achievements of their community</p> <p>Implementing Park Board policies in their centre</p>
	Community Association Society Directors	<ul style="list-style-type: none"> <li>Manage the affairs of the Society in accordance with the by-laws and Society Act</li> <li>Provide recreation services at a community centre</li> <li>Provide other community services at a community centre or other local facilities</li> <li>Out-reach to community members</li> </ul>	<p>Society members</p> <p>Province of BC under Society Act</p> <p>Park Board for recreation activities under Agreement</p>	<p>Achieving the goals outlined in the Society's constitution and By-laws</p> <p>Delivering community based services</p>

## The Joint Operating Agreement Task Force

The Task Force was established in 2001, in recognition of the need for a renewal of the partnership between the Park Board and each of 20 Community Associations. The Task Force was initiated by the Community Associations and jointly supported with the Park Board. The mandate of the Task Force was to make recommendations to the Park Board and Associations, which will result in the development of a new agreement, and associated tools to strengthen the partnership and enhance the capacity of both to better provide for the recreation and community service needs of citizens.

The Task Force was made up of six representatives from various Community Associations and six representatives from Park Board staff. Each of the twelve members came from a different perspective, some as staff, and some as volunteers and each one with strengths, experiences and knowledge. In order to achieve the tasks that our sponsors, the Vancouver Park Board and the 20 Community Association Societies (except Champlain Heights and Kensington), the Task Force needed to go beyond our sphere of understanding. We can all say that we have gained new skills, faced challenges and become a close and committed group.

Through our research, feedback and input, we saw more clearly the impact that the recreation and community programs operating in Community Centres have on the lives of Vancouver residents. We heard how important working together as public and private not-for-profit organizations is in meeting the needs of citizens. We learned that our history of working together is strength, but that it also brings many challenges which limit us in moving forward.

The Task Force took three years to undertake the work. We began with a Terms of Reference (Appendix 2) which outlined our understanding of the work to be done and our approach. We sought endorsement from our sponsors and a funding commitment prior to proceeding. Our work plan included research and consultations, leading to the development of recommendations. Following is a summary of our process:

## **PROCESS SUMMARY**

### **Development Phase - Nov. 2001 – March 2002**

- Assembled task force members
- Defined scope of project
- Identified preliminary issues
- Developed, refined and distributed for discussion draft Terms of Reference
- Developed operating principles
- Initiated consultation process

### **Approval to Proceed and Initiate Research Phase - April – Sept 2002**

- sought endorsement of Terms of Reference and funding to proceed
- solicited and evaluated feedback from Associations and Park Board staff
- developed and conducted internal research projects:
  - i finance
  - ii models and governance
  - iii programs, membership and staffing
- revised project time lines
- began regular reporting to city-wide Association Presidents meetings and Park Board Coordinator/Supervisor meetings

### **Research - Oct. 2002 – Feb. 2003**

- developed Task Force web page to inform and provide further feedback opportunities
- tendered, interviewed and hired research consultants for models and governance research project “Comprehensive Review of Community Based Delivery System”
- worked with consultants to develop process for research project
- participated as Vancouver volunteers and staff in key informant interview of the Vancouver model
- participated in key informant interviews with external organizations

### **Reporting Out and Engaging in Dialogue - March – Dec. 2003**

- study research findings
- produced and distributed progress report on research findings and summary of issues
- produced and distributed discussion paper to engage stakeholders in dialogue on key issues
- conducted 2 feedback workshops on key issues:
  - o developing a shared vision
  - o serving community needs
  - o creating effective alliances
  - o maximizing available resources

### **Developing Options - January – April 2004**

- Hired consultant to facilitate Task Force workshop on developing options
- Task Force workshop to develop 3 options
- Produce options document for distribution in April/May

### **Consultation on Options - May – August 2004**

### **Developing Recommendations - September – October 2004**

### **Final Report - November 2004**

During the process we consulted many key groups; the individual Association Societies, Community Centre staff, Association President's Group, Senior Management, Elected Officials, Unions, consultants and other local governments and their citizens. Together, their feedback and input proved invaluable in developing our final report.

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### **20 Joint Operating Agreements**

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The 20 joint operating agreements related to the following major facilities are included in the Task Force work:

Champlain Heights Centre & Community School	Marpole-Oakridge Centre
Coal Harbour & West End Centres	Mount Pleasant Centre
Douglas Park Centre	Roundhouse Arts Centre
Dunbar Centre	Renfrew Park Centre
False Creek Centre	Riley Park Centre
Hastings Centre	Strathcona Centre
Kensington Centre	Sunset Centre
Kerrisdale Centre	Thunderbird Centre
Killarney Centre	Trout Lake Centre
Kitsilano War Memorial Centre	West Point Grey Centre

The Park Board has many other agreements with other partners that deliver important recreation and community services. These agreements are not within the scope of the Task Force Work.

## Part 2 – NEED FOR RENEWAL

Vancouver residents value their Community Centres. They bring us together, they define our neighbourhoods and they enrich the quality of our lives. Today, the system faces both short and long term challenges – there is much room to grow partnering capacity. At the same time, we want to protect and enhance the strength of our partnership approach. There is potential to build on past partnership success to create and sustain more effective partnerships in the future. Association members, staff, the public-at-large and other stakeholders have shared the following input which summarizes the key strengths and challenges of our current partnership approach:

KEY STRENGTHS	KEY CHALLENGES
<p>Service Delivery</p> <ul style="list-style-type: none"> <li>- programs relevant to diverse communities</li> </ul> <p>Financial</p> <ul style="list-style-type: none"> <li>- access to fund-raising</li> <li>- user fees raised in community reinvested in community</li> </ul> <p>Community Development</p> <ul style="list-style-type: none"> <li>- support, spirit and civic engagement</li> <li>- community advocacy for the benefits of public recreation</li> <li>- local independent decision-making</li> </ul> <p>Human Resources</p> <ul style="list-style-type: none"> <li>- volunteers, staff, contractors/instructors</li> </ul>	<p>Service Delivery</p> <ul style="list-style-type: none"> <li>- different service standards, membership, fees</li> <li>- avoid duplication, gaps, increase efficiency and co-ordination</li> </ul> <p>Financial</p> <ul style="list-style-type: none"> <li>- centres exceeding Park Board budget</li> <li>- inequities in budget allocation</li> </ul> <p>Accountability</p> <ul style="list-style-type: none"> <li>- minimize risk</li> <li>- clarify responsibilities and accountability</li> <li>- improve community governance</li> </ul> <p>Internal Processes</p> <ul style="list-style-type: none"> <li>- business processes (e.g. registration, equipment replacement, communication)</li> <li>- training and development</li> <li>- staffing</li> </ul>

In addition, a number of issues have been shared:

### Finance Issues

- Core funding – what Park Board provides – financial, human
- Revenue opportunities and revenue sharing
- Financial accountability
- Financial sustainability
- Requirements related to capital improvements
- Inconsistent reporting and year ends

### Roles

- Role of Associations in issues outside of centre (e.g. Parks) or other facilities (e.g. rinks and pools)
- Role and composition of Association as representatives of community
- Role of Associations in hiring process and direction of staff
- Clarity of roles, responsibilities and accountabilities
- Description of the partnership contributions
- Agreement should allow for different needs of Associations roles and relationship with other groups

#### Program

- Equity of program delivery in different communities
- Universal access to recreation programs (membership at different centres)
- Coordination of service delivery
- Different fees and charges
- Facility rentals
- Inconsistent standards, measurement and reporting

#### Staffing

- Role of Park Board staff in Association matters
- Potential for staff conflict of interest
- Job descriptions and performance reviews
- Collective Agreements
- Clarify roles in hiring and transfers

#### Association Governance

- Membership (residency requirement)
- Director's terms
- Potential for conflict of interest (e.g. Volunteers sitting on different boards, staff/volunteer, staff working for both partners)
- Indemnification of Association and its Directors
- Potential for special interest groups participating in local politics of Community Association

#### General

- Joint Operating Agreement has no weight or commitment
- Weak dispute resolution mechanism – no appeal process
- Training required
- Blurred responsibilities, loose accountability
- Public confusion on how services are delivered
- Agreement has no expiry or review date
- No shared vision statement, aims or principles
- Equipment
- Disparity in quality and variety of facilities
- Power and trust
- Micro management
- Managing change
- Efficiency
- Communication
- Agreement needs statement of values or principles
- Agreement needs defined areas and process for consultation and decision making
- Agreement needs to reflect current structure of the Park Board

## Other Considerations

### Community Usage and Attitudes

A 2003 random quantitative survey of Vancouver residents, aged 18 years of age and older, measured usage and attitudes related to Community Centres. The results indicate that community centre programs and activities are widely used across the city with approximately 40% reporting that they or members of their family used these facilities in the past 12 months. Overall ratings of community centres indicated a 41% rating of very good and excellent. Positive feedback was received regarding the safety of the facilities, the variety of programs and the quality of service provided. Building condition and equipment received lower ratings.

## Financial Considerations

The combined average expenses for these 20 Community Centres are \$24 million per year, which does not include rink and pool services also operating at some of the facilities. This pays for the program instructors, routine maintenance, utilities, supplies and professional staff and administration. Over half of these expenses are paid through program user fees either through fees to the Associations (\$11.4 million) or fees to the Park Board (\$1.2 million). The balance of the expenses is subsidized through City of Vancouver Property Taxes (\$10.7 million). Over the past three years, on average, there has been an annual operating shortfall of approximately \$650,000 that the Park Board has had to fund from other service areas.

## Societal Trends

Included in the research was a review of trends that impact the recreation service delivery system:

- Growing gap between the “have” and “have nots”
- Increasing poverty levels creating barrier to equal access of leisure pursuits
- Changing demographics; increasing diversity of ethnicity/culture/capacities in our communities
- Increasing population of “older adults” with different resources and perspectives (NOTE: Vancouver population trend is different from this societal trend)
- Shift from people accessing only their local services to accessing services in other communities and regional service centres
- “Experimental Hedonism” - pursuit of pleasure/individual pursuits
- Spiritual Quest: physical/environmental
- Declining trust in big institutions
- Shift from structured to unstructured activities: decline in organized sports for youth; no long-term commitments to programs
- Declining volunteer hours/busy lifestyles
- Volunteer burnout/shorter commitment
- Shift in roles volunteers want to play/people feel “time poor”
- Declining youth activity levels affecting basic health
- Shift in facility usage (arena/rinks/sports fields down - pools/theatres/wellness centres up)
- Emphasis on environmentally friendly facilities and spaces
- Requirement for safe environments (low tolerance for accidents)
- Rising costs and aging facilities
- Shift in facility design and operations (to flexible/adaptable/multipurpose/ease of access)
- Parks, recreation and culture services are major community contributors and part of integrated community systems
- Consumer demands are more complex

## What is a Partnership?

A partnership is an arrangement between two or more parties who have agreed to work cooperatively toward shared and/or compatible objectives and in which there is:

- Shared authority and responsibility (for the delivery of programs and services, in carrying out a given action or in policy development)
- Joint investment of resources (time, work, funding, material, expertise, information)
- Shared liability or risk-taking; and
- Ideally mutual benefits

The literature review also suggests the following additional points:

- Usually members have their own identity outside the partnership and are independently accountable to others in addition to the partnership
- Requires special attitudes, values, skills and knowledge
- A positive "interdependence partnership" is when two organizations are linked to each other so that one cannot succeed without the other and vice versa.

"The Partnership Handbook" produced by Human Resources Development, developed by Flo Frank and Anne Smith, defined partnership as:

"A partnership is a relationship where two or more parties, having compatible goals, form an agreement to share the work, share the risk and share the results or proceeds.

Partnership implies the sharing of decision-making, risks, power, benefits and burdens. It should add value to each partner's respective services, products or situations. In partnerships, there is give and take."

They further suggest what a partnership is not:

"A true partnership does not exist when:

- there is just a gathering of people who want to do things;
- there is a hidden motivation;
- there is an appearance of common ground but actually many agendas exist;
- there is tokenism or the partnership was established just for appearances;
- one person has all the power and/or drives the process; or
- there is no sharing of risk, responsibility, accountability and benefits."

## Why Do Government and Not-For-Profits Partner?

Fostering collaboration has become a key strategy in the way both the government and non-profit sectors have changed recently in the way they want to address sustained solutions to social issues. One of the reasons for this shift is that both have recognized they share goals and have different strengths and weaknesses which can be offset by the other.

In "Partnerships for Parks" – published by The Urban Institute, April 1999, author Chris Walker describes potential assets and potential liabilities of the respective parties in the following manner:

<b>Public and Private Assets and Liabilities</b>		
	<b>Potential Assets</b>	<b>Potential Liabilities</b>
Public Sector	Stable Funding	Chronic Under funding
	Organizational Infrastructure	Bureaucratic Inertia
	Public Legitimacy	Popular Indifference
	Natural Constituencies	Narrow Constituencies
Non-profit	Flexible Funding	Unpredictable Funding
	Organizational Flexibility	Lack of Follow-Through
	Community Credibility	Unrealistic Expectations
	Broad Constituencies	Shallow Support

**Considering these potential strengths and weaknesses, both the Park Board and the Associations need to understand why they want to enter into a partnership and the unique strengths and weaknesses they would bring to the effort.**

## **About Public and Not-for-Profit Partnerships**

Within the public sector, there are many experiences of public and not-for-profit partnerships. They all have proven to be successful over time. There is no 'best model' as each type of partnership relationship must reflect the needs and circumstances of the organizations at a particular time. One is no better than another. Each model offers the potential for risks and benefits. They range along a spectrum, which relates to the purpose of what the partnership is about.

### **Government and Not-For-Profit Partnership Spectrum**

<b>Type of Partnership</b>	<b>Purpose</b>
→ Communication or Network	To share information which the parties may use for their independent activities
→ Advisory or Consultative	To provide & receive input or ideas which may impact decision-making and may involve briefings, debate and consensus
→ Contributory	To transfer resources or funds for service delivery such as when one party chooses to accept funds from the other for the specific objectives of the funder
→ Operational	To share work and resources. One party retains control and the other has strong influence on decisions due to their practical involvement
→ Collaborative	To share decision-making resources and risk involving policy development, strategic planning, service design, delivery, evaluation and adjustment
→ Independent	When government transfers service delivery to the other party and retains decision making role in policy, standards and provides monitoring and oversight
→ Hybrid	In reality, sometimes groups working in one partnership model, choose to take on another type of partnership relationship for a specific project

## Community Partnership Trends

- Downloading responsibilities to local governments
- Local government downloading to non-profit sector
- Broadening role of non-profit sector
- Increased expectation for non-profit sector accountability
- Increasing competition for funds from government and philanthropic sources
- Lack of sustainable funding impacting long range planning for non-profits
- Parks, recreation and culture services are seen as major community contributors and part of integrated community systems
- Changing roles and demands on professional staff to support partnerships: need for skills development
- Partnership agreements becoming more complex
- Non Profit organizations want to be seen as equal partners
- Decreased resources leading to increasing partnerships, alliances and alternative service delivery

## Best Community Partnership Practices

The Task Force reviewed material on effective and progressive partnership approaches and developed the following list of success factors.

### PARTNERSHIP SUCCESS FACTORS

#### VISION, GOALS AND OUTCOMES

- Shared vision, values and goals and commitment to serve those whose needs are affected by the partnership
- Clear vision that we all understand and support
- Strong commitment to working together to achieve a common purpose
- Common objectives and goals consistent with fundamental values and objectives of each partner
- Shared understanding about the rationale for the partnership

#### MEMBERSHIP

- Local community representation, reflecting community autonomy and local decision-making
- Cross - section of people with various skills who are “plugged” into community needs
- Respect and responsiveness for regional, city-wide or special interest perspectives
- Balanced Board composition and quality staff
- Good governance practices of each partner (e.g. competent, loyal)
- Organizational “readiness” to participate in a partnership
- Degree of autonomy for each partner

#### NEEDS

- Understanding of the interests and needs of each partner organization
  - Substantive needs (money, resources)
  - Procedural needs (process, implementation, decision making)
  - Psychological needs (sense of ownership)
- Clarity about the rationale for the partnership

## **COMMITMENT AND AGREEMENT**

- Easy to understand document which provides guidance, structure, processes and established norms and ground rules
- Shared risks and mutual benefits (may be different for each)
- Contributions from each partner (monetary and non-monetary)
- Shared authority, responsibility and accountability (rarely equal)
- Clarity around expectations and indicators for success
- Clarity around roles and responsibilities
- Mechanisms to address differences and conflicts
- Fast, streamlined decision-making

## **PLANNING**

- Collaborative planning
- Service level standards
- Connected with broader service networks and initiatives (other organizations, levels of governments etc.)

## **COMMUNICATION**

- Processes for effective two way internal and external communication between partners
- Joint communication mechanisms for partnership
- Documented history of accomplishments and challenges
- Information and reporting systems

## **RESOURCES**

- Co-ordination and support tools and services to each partner and to the partnership
- Financial and non-financial assets such as budgets, qualified staff, facilities, policies
- Clear processes for handling financial, human resources and risk management
- Clear understanding of individual partner ownership/allegiance of resources and shared ownership/allegiance
- Stable funding and sound fiscal management

## **TRAINING AND DEVELOPMENT**

- Ongoing commitment to improvement and flexible/responsive to change
- Investment to develop the necessary skills and attitudes to sustain a partnership

## **EVALUATION**

- Performance evaluation methods to regularly measure progress and success
- Commitment to continuous improvement
- Evaluation of the partnership progress as well as the outcomes of the partnership

## **RECOGNITION**

- Fair and honest recognition of each partner's contribution and the "added value" afforded by the partnership
- Demonstrate appreciation and encouragement towards partner
- Celebrate successes
- Respect lifecycle of each partner and demands/circumstances outside of the partnership

## **Part 3 – Recommendations**

### **- Thinking Working and Acting Differently**

Following are 30 recommendations for renewing the partnership. Acceptance of the recommendations will form the basis for negotiations of 20 new agreements. The Park Board and Associations may decide that they are in position to approve or endorse all or only some recommendations at this time although attention needs to be given to selective endorsement, as many of the recommendations are cross-reference or co-dependent. We have not attempted to provide a categorical list of all aspects of the partnership that should be included in the Joint Operating Agreement. Our recommendations are intended to refer to aspects of the relationship that reflect important partnership qualities and processes for ensuring that the joint delivery model improves and succeeds.

While the recommendations are broad, they are focused specifically on the most critical aspects of working together. Appendix 3 provides a sample template of recommendations and how they might be factored into a general agreement for different partnership models.

#### **RECOMMENDATION 1 – Shared Vision of Partnership**

##### **Introduction**

The Task Force identified the need to articulate a shared vision as direction for the future, structured around the primary consideration of public service. The Task Force is committed to continuing with a partnership approach.

Two specific recommendations are outlined in this section:

- 1.1 Shared Mission, Vision and Values for Community Centres
- 1.2 Framework for Partnerships

## **1.1 Shared Mission, Vision and Values for Community Centres Jointly Operated by Vancouver Park Board and a local Community Association**

### ***MISSION***

Working together, we provide local community and city-wide public recreation and community programs and facilities that improve people's lives through shared opportunities for personal and community enrichment.

### ***VISION***

All residents thrive through access to a wide range of physical, social, cultural, skill development and creative opportunities for self expression, development and fulfillment.

Our quality environments are welcoming, respect diversity and support people of all interests and abilities.

Our community centres serve as the hub of Vancouver neighbourhoods and link residents together with resources to maximize the benefits of recreation and community programs in a cost efficient manner.

### ***VALUES***

Vancouver is celebrated for its quality of life and values that respect community identity, diversity, dignity, equity and healthy active living;

Recreation is valued as a vital component in developing strong communities and developing healthy citizens;

Local Community Centres are important community assets that demonstrate our collective priority to achieve our potential as individuals, neighbourhoods, communities and a vibrant and healthy city;

We place the community first in all decision making. We focus on outcomes as well as process and achieve results that benefit the public;

We believe in maintaining a high level of public trust and confidence and demonstrate accountability in decision making;

We respect the different roles and capacity that each party brings to the partnership in the joint operation of the centre and depend on each other to fulfill our respective roles;

We strive to identify and address areas of greatest need within our community and balance these priorities with other needs and opportunities;

We are flexible and optimistic in our approach and welcome change as an opportunity;

We collaborate and coordinate with other service providers to maximize opportunities, address gaps in service and avoid duplication.

## **Background**

All forms of the agreement should set out this shared mission, vision and value statement. These should form the preamble or recitals to the agreements and should be used as the general provisions upon which the specific provisions of the agreement are considered.

## 1.2 FRAMEWORK FOR PARTNERSHIPS

Three basic partnership models should exist between the Park Board and the Community Associations. Different forms of agreement should exist for the different models. The spectrum of the models reflected in the agreements should run from an Independent model, in which the Community Association would have considerable decision-making powers, to an Advisory model, in which the Park Board would have the most decision-making powers. An Operating/Collaborative model, being in the middle of this spectrum, should reflect joint decision making. The distinctions between these models will be described within each aspect of the relationship outlined in our background descriptions to follow.

The decision as to what relationship model will pertain for any particular community centre should be determined jointly by the Community Association at issue and the Park Board.

### Background

Today's realities are very different from the late 70's when the Joint Operating Agreement was last updated. Public expectations have evolved, along with changes in the volunteer and government sectors. Renewal can be stressful. It suggests change; possibly minor; possibly significant. With 25 years of history in our current partnership, we have enough maturity to grow the partnership and enough enthusiasm to seek new potential.

One of the stated desires from many Community Associations is that a new agreement allow for the different characteristics and requirements of each community. It was felt that a "one size fits all model" would not sufficiently address the concerns of all Associations. A wide array of concerns and perceived requirements were raised through the consultation process, and it became apparent that no one model of agreement could apply to every Community Association.

Using the input from the consultations as a starting point, the Task Force discussed several models and agreement types. Spheres of responsibility were considered in the case of each model. The three models arrived at include two of contrasting natures, and a third that attempts to blend various aspects of the other two.

Choosing a particular model will be done jointly between the Park Board and the Association although the ultimate decision will be made by the Park Board. As previously mentioned the Park Board has legislative authority for the provision of recreation services and chooses to deliver this service through a partnership with a local not-for-profit Association.

### A FLEXIBLE APPROACH – THREE SAMPLE MODELS

Following are three different options that describe different ways that the Park Board and the Community Association could partner together. These are not the only choices. The Task Force review has clearly learned that there is no "best" model – every model will have its pro's and con's and every model could work in Vancouver. There are examples of similar models working in Vancouver today.

These models are presented to facilitate negotiation about the range of choices that are before us in partnering for the operation of community centres. For each model, the key responsibilities are briefly described as well as the different roles and scope of authority that both the Association and the Park Board could undertake:

**Delegated Authority** – Is the authority which either the Park Board or the Society has been given. Park Board authority is delegated through Provincial authority under the "Vancouver Charter". The Society authority for the operation of the Community Centre operations can be delegated from the Park Board.

**Joint Decision-making** – Is when both the Society and the Park Board have a role in decision making. Typically this decision-making has an equal distribution of authority for the specific responsibility OR that each party has exclusive authority for its own resources for joint responsibilities. For example, for approving permits, each party could share 50/50 in the decision making. For approving budgets, for example, the Association would have exclusive authority for its budget, the Park Board for its budget and both parties would work together to coordinate budgeting.

**Advisory** – Is when one partner influences decision making through their informed advice. Typically, final decision making would rest with one party, which is greatly influenced by the input of the other.

The three models (A, B and C) provide a “snap shot” of the model without going into specific detail. There is flexibility in constructing the models as the different partners can have different roles for different responsibilities within the same model.

**Sample MODEL A – Independent**  
Description of Major Responsibilities & Accountabilities

Not-For Profit Society (Community Association) has key responsibility to operate Park Board Community Centre, financial control of centre operating revenues and expenses, provides core staff and direct service staff and all business operations.

Park Board provides overall system policy development, standards and oversight, operating resources in the form of a budget, specialty technical skills and has overarching accountability for protecting public interest.

Park Board would operate pools and rinks with advice from Community Association.

Responsibilities	SOCIETY			PARK BOARD		
	Delegated Authority	Joint Planning	Advisory	Delegated Authority	Joint Planning	Advisory
<ul style="list-style-type: none"> <li>Site and Major Capital Assets:</li> <li>Ownership and/or control of land, facilities and capital maintenance</li> </ul>				*		
<ul style="list-style-type: none"> <li>Programming</li> <li>Having site programming consistent with the overall purposes of the Park Board &amp; Society including the setting of fees and charges, needs assessment and mapping community assets</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Space Allocation:</li> <li>Having lease, rental and/or partnering agreements with user groups in site buildings including application process, booking restrictions and the setting of fees and charges</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Fiscal Planning &amp; Management</li> <li>Operating Budget</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Resource Development and Fund-Raising:</li> <li>Providing supplementary fund-raising for site operation and programming</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Communications and Promotions:</li> <li>Providing ongoing liaison with local stakeholder groups (e.g., cultural, sports, resident groups) and the local community and promoting local initiatives of the facility</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Community Development &amp; Outreach:</li> <li>Reaching out and actively involving all components of the community in participation and decision-making</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Equipment:</li> <li>Ownership and use of minor equipment (e.g. Nets, furniture, appliances)</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Human Resource Management:</li> <li>Recruitment, hiring, training, supervision, recognition and evaluation of staff and volunteers</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Risk Management:</li> <li>Insurance coverage including public comprehensive liability</li> </ul>	*			*		
<ul style="list-style-type: none"> <li>Facility Maintenance:</li> <li>Day-to-day operating maintenance including janitorial, security and utility costs</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Other Issues:</li> <li>Capital Budget Planning and Implementation, Park Issues</li> </ul>		*			*	

**Sample MODEL B – Operational/Collaborative**  
Description of Major Responsibilities & Accountabilities

Not-For Profit Society (Community Association) has key responsibility to provide local programming, direct service staff and volunteers for recreation program delivery, including needs assessments and marketing. Authority for supervision of Association staff is delegated to Park Board. Community Association is responsible for fund-raising, insurance for non-recreation programs, and financial control of revenues and expenses for Association programs and plays advisory roles in the areas of non-Association programs, Park Board Human Resource Management, Capital budget and neighbourhood park issues.

Park Board provides overall system policy development, standards and oversight, core staff, specialty technical skills, day-to-day maintenance, indemnification for approved recreation programs and has overarching accountability for protecting public interest. Joint planning responsibilities in the areas of recreation policy, program design, program/service delivery, evaluation and adjustment, space allocation, communications and promotions, community development and outreach, equipment.

Park Board would operate pool and rink with advice from Community Association.

Responsibilities	SOCIETY			PARK BOARD		
	Delegated Authority	Joint Planning	Advisory	Delegated Authority	Joint Planning	Advisory
<ul style="list-style-type: none"> <li>Site and Major Capital Assets:</li> <li>Ownership and/or control of land, facilities and capital maintenance</li> </ul>				*		
<ul style="list-style-type: none"> <li>Programming</li> <li>Having site programming consistent with the overall purposes of the Park Board &amp; Society including the setting of fees and charges, needs assessment and mapping community assets</li> </ul>		*			*	
<ul style="list-style-type: none"> <li>Space Allocation:</li> <li>Having lease, rental and/or partnering agreements with user groups in site buildings including application process, booking restrictions and the setting of fees and charges</li> </ul>		*			*	
<ul style="list-style-type: none"> <li>Fiscal Planning &amp; Management</li> <li>Operating Budget</li> </ul>		*			*	
<ul style="list-style-type: none"> <li>Resource Development and Fund-Raising:</li> <li>Providing supplementary fund-raising for site operation and programming</li> </ul>	*				*	
<ul style="list-style-type: none"> <li>Communications and Promotions:</li> <li>Providing ongoing liaison with local stakeholder groups (e.g., cultural, sports, resident groups) and the local community and promoting local initiatives of the facility</li> </ul>		*			*	
<ul style="list-style-type: none"> <li>Community Development &amp; Outreach:</li> <li>Reaching out and actively involving all components of the community in participation and decision-making</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Equipment:</li> <li>Ownership and use of minor equipment (e.g. Nets, furniture, appliances)</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Human Resource Management:</li> <li>Recruitment, hiring, training, supervision, recognition and evaluation of staff and volunteers</li> </ul>		*			*	
<ul style="list-style-type: none"> <li>Risk Management:</li> <li>Insurance coverage including public comprehensive liability</li> </ul>	*			*		
<ul style="list-style-type: none"> <li>Facility Maintenance:</li> <li>Day-to-day operating maintenance including janitorial, security and utility costs</li> </ul>			*	*		
<ul style="list-style-type: none"> <li>Other Issues:</li> <li>Capital Budget Planning and Implementation, Park Issues</li> </ul>			*	*		

**Sample - MODEL C - Advisory/Consultative**  
Description of Major Responsibilities & Accountabilities

Not-For-Profit Society (Community Association) has key responsibility to provide consulting advice on local recreation service delivery programming, rentals, needs assessments, marketing, business operations and including rinks, pools and activities in parks, advocating for the benefits of parks and recreation services, representing the community and linking and involving other community groups is a primary focus and responsible for fund-raising. Society sponsors individual initiatives.

Park Board provides direct operation of the centre as well as overall system policy development, standards and oversight, all staff, equipment, risk management and has overarching accountability for protecting public interest.

Responsibilities	SOCIETY			PARK BOARD		
	Delegated Authority	Joint Planning	Advisory	Delegated Authority	Joint Planning	Advisory
<ul style="list-style-type: none"> <li>Site and Major Capital Assets:</li> <li>Ownership and/or control of land, facilities and capital maintenance</li> </ul>				*		
<ul style="list-style-type: none"> <li>Programming</li> <li>Having site programming consistent with the overall purposes of the Park Board &amp; Society including the setting of fees and charges, needs assessment and mapping community assets</li> </ul>			*	*		
<ul style="list-style-type: none"> <li>Space Allocation:</li> <li>Having lease, rental and/or partnering agreements with user groups in site buildings including application process, booking restrictions and the setting of fees and charges</li> </ul>			*	*		
<ul style="list-style-type: none"> <li>Fiscal Planning &amp; Management</li> <li>Operating Budget</li> </ul>			*	*		
<ul style="list-style-type: none"> <li>Resource Development and Fund-Raising:</li> <li>Providing supplementary fund-raising for site operation and programming</li> </ul>	*					*
<ul style="list-style-type: none"> <li>Communications and Promotions:</li> <li>Providing ongoing liaison with local stakeholder groups (e.g., cultural, sports, resident groups) and the local community and promoting local initiatives of the facility</li> </ul>		*			*	
<ul style="list-style-type: none"> <li>Community Development &amp; Outreach:</li> <li>Reaching out and actively involving all components of the community in participation and decision-making</li> </ul>		*			*	
<ul style="list-style-type: none"> <li>Equipment:</li> <li>Ownership and use of minor equipment (e.g. Nets, furniture, appliances)</li> </ul>				*		
<ul style="list-style-type: none"> <li>Human Resource Management:</li> <li>Recruitment, hiring, training, supervision, recognition and evaluation of staff and volunteers</li> </ul>			*	*		
<ul style="list-style-type: none"> <li>Risk Management:</li> <li>Insurance coverage including public comprehensive liability</li> </ul>				*		
<ul style="list-style-type: none"> <li>Facility Maintenance:</li> <li>Day-to-day operating maintenance including janitorial, security and utility costs</li> </ul>			*	*		
<ul style="list-style-type: none"> <li>Other Issues:</li> <li>Capital Budget Planning and Implementation, Park Issues</li> </ul>			*	*		

## RECOMMENDATION 2 – Serving Community Needs

### Introduction

Community Centres connect neighbours in their communities and operate a range of programs which reflect the needs of a local community. There is a Community Centre within 3.5km of every door step in the City.

The fundamental purpose of the Joint Operating Agreement between the Park Board and the Community Associations is to provide public recreation and community service programs to communities that are uniquely relevant to the changing needs of Vancouver residents. The partnership needs to balance the needs of local neighbourhood residents with the needs of broader communities of interest and the public as a whole. The public should expect the same quality standards of recreation service across the city. Duplication and competition between service providers is to be avoided through a coordinated approach to service delivery. Principles of equity and sustainability should be considered in balancing demands and resources across the entire system. Participation rates and program effectiveness should be measurable across the system in a standardized way.

Four specific recommendations in this section focus on:

- |     |                 |       |                                       |
|-----|-----------------|-------|---------------------------------------|
| 2.1 | Programming     | 2.1.1 | Roles of partners                     |
|     |                 | 2.1.2 | Fees                                  |
|     |                 | 2.1.3 | Standard measures                     |
|     |                 | 2.1.4 | Program Resources                     |
|     |                 | 2.1.5 | Needs assessments / Community Mapping |
| 2.2 | Membership      | 2.2.1 | Reciprocal membership                 |
|     |                 | 2.2.2 | Fees                                  |
| 2.3 | Catchment Areas | 2.3.1 | New areas                             |
|     |                 | 2.3.2 | Overlaps                              |
|     |                 | 2.3.3 | Purpose                               |
|     |                 | 2.3.4 | City wide access                      |
| 2.4 | Core Service    |       | New committee task                    |

## **2.1 PROGRAMMING**

**2.1.1 Role of Partners** - Under the Independent and Operational/Collaborative models, the Community Association should provide recreation programming of its choice, subject to the indemnity recommendation and Indemnity Agreement, relevant laws and policies. Under the Advisory model, the Park Board should, after meaningful consultation with the Community Association, provide recreation programming of its choice, subject to relevant laws and policies.

**2.1.2 Fees** - Program fees, under the Independent and Operational/collaborative models, should be set by the Community Centre, and under the Advisory model, set by the Park Board.

**2.1.3 Standard Measures** - The Park Board, in consultation with the Community Associations, should develop standardized means of measurement of the quality and participation levels of programming, and evaluate and report on the results of such measurements.

**2.1.4 Program Resources** - The Park Board should keep and make available to Community Associations resources on recreational programming.

**2.1.5 Needs Assessments** - The Community Associations should, once during the term of the Agreement, conduct a needs assessment and community mapping in the catchment area of the community centre. In the Advisory model, the cost of such should be borne by the Park Board.

### **Background**

Over 17,000 programs are offered annually through the community Centres (not including rinks, pools and fitness centres). The major program areas include:

Performing Arts	16%
Sports	13%
Fitness/Aerobics	12%
Creative Arts	8%
Social Recreation	8%

Community response to the program offerings is very positive with an average of 10% cancellation rate on a city-wide basis. Appendix 4 provides additional information on programming.

The role of the Community Associations in developing programming appropriate and responsive to their community's needs is one of the strengths of the partnership, and should not be changed. Where the Association is playing an advisory role, its advice should still be influential to the Park Board in its programming decisions. Programming should be strongly influenced by local needs as defined by catchment areas. This should be incorporated into the Associations' annual business plan (see Recommendation 3.4.4).

There is a need for consistency in the measurement of program quality and participation, in order to effectively analyse programming opportunities and improve services.

The Park Board's expertise and resources in recreational programming should be more available to Community Associations looking for technical or academic assistance, under each of the models.

## **2.2 MEMBERSHIPS**

**2.2.1 Reciprocal Membership** - Membership in a Community Association should be a prerequisite to participation in programs offered by any Community Association at a community centre. Membership in any Community Association should be recognized by all other Community Associations for the purpose of participation in programs.

**2.2.2 Membership Fees** - The cost of membership should be at the discretion of the Community Associations, and Community Associations may choose not to charge a membership fee to its members.

### **Background**

Current Association membership is largely comprised of adults (53%) followed by children (25%), seniors (11%), youth (9%) and families (2%).

Current membership sharing involves:

- 2 Associations accept memberships from all
- 8 Associations only accept their own
- 3 Associations accept all memberships for fitness centre only
- 7 Associations vary in accepting other membership in their vicinity

The consultation process produced evidence that the public – that is, community centre users – were unclear about why membership needed to be purchased at each community centre where they wished to avail themselves of a given program. In the public's mind, the community centres form a civic amenity. The reasons for paying a separate membership fee at each centre, as well as the inconsistency in the level of membership fees, have not aided the customer base of the community centres in understanding the need of membership fees, or the role of the Associations in the programs on offer. However, the ability to recruit members through compulsory membership is a means of keeping the Associations strong and defining their service community and should be maintained. Charging a fee is not a requirement and can be accommodated with recreation registration software.

Given the increased mobility of the public, and the willingness to cross catchment area boundaries to access specific services, it is reasonable to expect that a growing number of individuals will continue to make use of more than one community centre. Some Community Associations choose not to charge their patrons separate membership fees, and their discretion to set their fees should be respected.

## 2.3 CATCHMENT AREAS

**2.3.1 New Catchment Areas** - The Park Board, in consultation with the Community Associations, should determine new catchment areas for the geographic area primarily served by each community centre.

The catchment areas should be determined primarily by geographical relation to the community centre, but be influenced by other factors, including the following:

- historic service areas
- culture
- economics
- political boundaries
- population
- demographics
- features of the community centre
- availability and proximity of other community recreation service providers.

**2.3.2 Overlaps in Catchment Areas** - An area of the City may be included in more than one catchment area. All areas of the City should be included in at least one catchment area.

**2.3.3 Purpose** - Catchment areas should be used for purposes of recreation service planning, marketing, park consultations, and a consideration of the community served by the community centre. However, the catchment areas should not be considered exclusively in determining the community served by any Community Association.

**2.3.4 City Wide Access** - Catchment areas should not limit access to community recreation services by the public.

## Background

Community Centres are widely distributed throughout the City within local neighbourhoods.

The Joint Operating Agreement outlines geographical boundaries, which identify the primary catchment area for each Centre. This serves to focus service planning, communication and outreach programs at the local neighbourhood level. It is accepted that, due to the features and programs available at different centres, members of the public from outside the catchment's area are welcome at all centres throughout the system.

Appendix 5 is a map describing the current catchment areas. A review of this map illustrates the following observations:

- The catchment's areas differ in size, both in physical size and in the numbers of population served
- There are five areas of the City currently not included in the catchment area of any community centre.
- There are seven areas of the City with overlapping catchment areas. A population of 27,500 are counted in more than one catchment area (note: the upcoming relocation of the Mount Pleasant Community Centre to #1 Kingsway will reduce this number).

There are several areas of the city which do not fall within the currently defined catchment areas of any Community Association. A redefinition of catchment areas is needed to ensure that all neighbourhoods are represented by at least one Community Association and are the focus of primary service planning and

delivery. Recognition must be made that some centres serve larger communities of interest due to their unique programming or facilities.

There are also some areas that would fall naturally within the catchment area of more than a single Community Association. Regardless of the model, the Community Associations' role in facilities outside of the respective community centres is primarily advisory, and overlapping catchment areas should not present undue problems. In such cases, notification from the Park Board regarding uses of other (i.e. not community centres) facilities should be issued to all concerned community centers as it would be to other stakeholders.

Once the catchment areas are defined, the scope of any given consulting process will need to be clearly defined at the outset. The areas of the consultation should be consistent with the definition of the catchment area concerned.

## **2.4 CORE SERVICE**

A committee comprised of Park Board and Community Association representatives should be established to define core services for community recreational programming delivery. The definition developed by such committee should be considered for the purpose of inclusion into future partnership agreements.

### **Background**

Through the consultation process, it was noted that no city wide standard existed for the minimum acceptable levels of service and that current Park Board funding and staffing levels are based on historic practise. Defining this level of service falls beyond the scope of the Task Force's objectives. It is noted however that the development of core service standards would be an asset in the partnership in that basic funding and staffing levels for example, could be rationalized across the system and influence the decision-making on Association priorities or joint funding initiatives.

## RECOMMENDATION 3 – Effective Alliances

### Introduction

Today, much of the discourse on the work of local governments and volunteer community groups occurs under the rubric of “partnerships” which has evolved over the past decade and builds on a long tradition of local citizens working together to “get things done”. Throughout the 1990’s, a significant focus was directed to these relationships. The rate of progress in the research and information has been accelerating with new standards of practices and accountability frameworks. Issues of liability, regulations, financial statements, governance, conflicts of interest and quality control frequently come up regularly in discussions.

Eight specific recommendations in this section focus on:

- 3.1 Agreement Management
  - 3.1.1 Plain English
  - 3.1.2 Term
  - 3.1.3 Good Faith Obligations
  - 3.1.4 Dispute Resolution for Agreement
  - 3.1.5 Amendments
  - 3.1.6 Termination
- 3.2 Governance and Accountability
  - 3.2.1 Partnership Review
  - 3.2.2 Best Practises
- 3.3 Communications
- 3.4 Reporting
  - 3.4.1 Annual Reports
  - 3.4.2 Minutes
  - 3.4.3 Park Board Reports
  - 3.4.4 Business and Strategic Plans
- 3.5 Operational Dispute Resolution
- 3.6 Association Collective
- 3.7 Conflict of Interest
- 3.8 Recognition
  - 3.8.1 Public
  - 3.8.2 Between Parties

## **3.1 AGREEMENT MANAGEMENT**

**3.1.1 Plain English** - The Agreement should be drafted in plain English legal drafting style.

**3.1.2 Term** - The Agreement should have a five-year term. Six months before the expiry of the Agreement, both parties must declare their intention to the other in writing as to whether they wish to continue with the same form of Agreement for another 5 year term, or wish to consider some alterations to the relationship and enter into negotiations for a new form of Agreement.

**3.1.3 – Good Faith Obligations** - The Agreement should contain a provision that imposes a duty on both parties to act in “good faith” in their performance of the Agreement and in their dealings with one another, which duty includes the obligation to act honestly, reasonably and fairly and to consider the effects of their decisions on the other party and not act in a manner that is intended to prejudice the other party.

**3.1.4 Dispute Resolution for Agreement** - The Agreement should contain a dispute resolution mechanism to resolve disputes with respect to the interpretation of the Agreement. The mechanism should provide, in the first instance, mediation to resolve any disputes that the parties cannot themselves resolve. The mediator should be a person mutually agreeable to both parties, and would assist the parties in reaching a consensual resolution. Only if mediation does not resolve the dispute, the Agreement should provide for arbitration. A three-member panel of arbitrators should be chosen. The Park Board can appoint one member of the panel, the Community Association can appoint one member, and those two appointees should appoint the remaining member of the panel. Neither of the parties’ appointees should be members, directors or employees of either of the parties. The arbitration rules in effect pursuant to the British Columbia Commercial Arbitration Act should be adopted to apply to all arbitrations. Despite the arbitration reference, the Agreement should provide that both parties maintain the right to seek injunctive relief from a Court of competent jurisdiction for matters of urgency.

**3.1.5 Amendments** - Amendments to the Agreement should be possible, and should be in writing to have binding effect.

**3.1.6 – Termination** - The Agreement should be able to be terminated by consent of both parties, or by one party on three months notice to the other. The Agreement should also be terminable for breach. Notice of the breach claimed by a party must be given in writing to the other, and a reasonable opportunity to cure the breach and invoke the dispute resolution mechanism must be provided, based on the nature and severity of the breach claimed. Should the breach not be cured within the period provided, a notice of termination must be provided in writing.

### **Background**

One of the identified faults of the current Joint Operating Agreement is that it has no close end or termination date. This gave rise to several problems including a failure to update the agreement to meet changing conditions and current challenges. It was determined that some means of revisiting the agreement was essential. To this end, various terms were discussed. It was felt that a three or four year term was insufficient to allow for Community Associations to adapt to the characteristics and duties of a new agreement, especially with respect to the Independent Model. Anything over five years would start to defeat the purpose of revisiting the agreement at regular intervals.

There was a clearly identified need for some manner of resolving disputes between the parties to the agreement. In many ways, the characteristic of the relationship between the Park Board and the Community Associations is quite unique. The lack of external reference for the relationship between the administrative and program apparatus of the Park Board, and the volunteer boards of the Community Associations often tends to exacerbate problems. It is intended that an articulation of “good faith obligations” will provide a basis for ensuring the parties treat one another fairly and improved communication mechanisms would allow a clear and efficient means by which the parties could avoid conflicts.

During consultations, both staff and Association representation spoke of the need for clarity and plain language in the drafting of a new agreement, so that it will be accessible and useful, not ignored.

## **3.2 GOVERNANCE AND ACCOUNTABILITY**

### **3.2.1 Partnership Review**

On an annual basis, designated representatives of the Community Association and the Park Board should meet to engage in a Partnership Review to consider the effectiveness of the partnership and propose ways it can be improved. The Partnership Review should include, but not be limited to, a consideration of the following matters:

1. The effectiveness of the partnership in providing quality recreational services to the public.
2. The effectiveness of the communications between the Community Association and the community it purports to serve
3. The effectiveness of the communications between the Community Association and other Community Associations
4. The effectiveness of the communications between the Park Board and the Community Association
5. The basis upon which the Community Association represents the community it purports to serve
6. The Community Association's adherence to, and appropriateness of, its Constitution and By-laws
7. The financial reporting of the Community Association to the Park Board
8. The organizational governance of the Community Association
9. The support provided by the Park Board to the Community Association
10. The business or strategic plan adopted by the Community Association
11. Any special projects in which the Community Association is engaged
12. The existence and effectiveness of operational and conflict of interest policies, and the potential for harmonization of policies between the parties
13. The employment practices of the parties
14. The effectiveness of dispute resolution practices between the Community Association and the Park Board on operational matters
15. The recreation programs being offered by the Community Association or the Park Board
16. The effectiveness and manner of the Park Board's consultations with the Community Association
17. The status of the community centre and the possibility of capital improvements to the community centre or its grounds
18. The ability of the Community Association to contribute non-operating surplus funds toward minor capital improvements to the community centre.

### **3.2.2 Best Practises**

The parties should suggest and implement steps to improve any matters agreed in the Partnership Review as deficient or capable of being improved. Where applicable, best practices for public accountability should be identified and followed.

The Park Board should be required to provide reasonable assistance to the Community Association in improving its organizational governance.

## **Background**

Governance is the way Association's function – Park Board entrusts Community Association's to provide recreational services to a particular community. The Community Association is to ensure services are provided and that local needs are met.

Accountability can simply be defined as the obligation to explain how the responsibility for an assigned task has been accomplished. It is important to recognize the complexity of this process as accountability can be multi-layered and differ depending on the audience, the responsibility and the outcome. In the case of the Park Board – Community Association partnership models, the accountability involves a public benefit or trust – the provision of public recreation services. Thus, accountability must be applied when either partner is exercising responsibilities, providing detailed information on how responsibilities have been carried out and outcomes have been achieved.

Regularly scheduled reviews of effectiveness, based on organizational or operational objectives or business plans are key elements of good governance. Measuring success is a joint responsibility. Performance measures should include both outputs and outcomes from business plans.

In addition to the term limits in place for each agreement, a need was identified for some means of allowing an ongoing and constructive review of the working relationship between the Park Board and the Community Associations and the public benefit outcomes of their work together. The items listed are not intended to be the only aspects of the relationship to be reviewed. However, they are intended to be included in a broader discussion of the overall effectiveness of the relationship and the workings of the Agreement. The process of preparing for and participating in such a broad discussion should be a good opportunity for each party to evaluate their own practices and those of their partner.

Over time, the definition of what is meant by “community” has undergone numerous changes. Increased mobility and transience of the general population creates a situation where purely geographic definitions of community are not always applicable. Additionally, changes to the socioeconomic make-up, demographic breakdown, and population density of the areas served by a community association must be considered on an ongoing basis. This proposed review is intended as a constructive means of allowing Community Associations and the relevant Park Board staff to work together to meet the challenges of changes in community in question. This would be true of the programs offered, the suitability of facilities, the availability of alternate programs in the area, and so on.

Many of the problems/concerns identified with respect to the current agreement resulted from a failure in the communications between the parties. Furthermore, most problems – while usually not unique to any given Centre - are not common to most of the Centres and Associations across the city. The proposed Partnership Review would be able to identify problems at an early stage, and facilitate the communications necessary to reach a solution. Fostering communications in this manner is seen as preferable to implementing any specific dispute resolution mechanisms that might prove so elaborate as to hinder actual resolution.

Depending on the particular talents available to Community Association Boards, disparities will exist from time to time with respect to the ability of Associations to review and understand their general organization, including constitution and by-laws. An annual review of this sort will promote the relevance of Community Association Constitution and By-laws on an ongoing basis.

Although the existing agreement provides for financial reporting by Community Associations and the Park Board, there are no means given of ensuring that the reports are adequate, or if they have even been given. More importantly, no means of follow up by either party is given. There are several instances where a proper review of financial reports at an earlier stage would have averted problems that occurred with the finances of some Community Associations. The intention of the review in this regard is to ensure that the existing requirements for financial reporting are not only adhered to, but that potential problems can be identified at an early stage, and appropriate corrective measures undertaken.

The concern was expressed that funds generated through the use of publicly owned facilities have not always been employed in the most effective manner while serving the public good. An annual review would allow the parties to consider proposed business plans and projects, as well as assess the status and effectiveness of ongoing operations and plans.

The Park Board, in making a commitment to a community development approach to its work in communities should be obliged to support the Associations in governance and accountability development and to establish minimum standards of recreation service delivery for public accountability.

### 3.3 COMMUNICATIONS

The Agreement should recognize the following communication relationships:

- a) Between the Park Board and the Community Association
- b) Between the Park Board and third parties
- c) Between the Community Association and third parties
- d) Between Community Associations

The Agreement should contemplate the requirement for establishing protocols for certain types of communication in these relationships, with the objectives of being consistent, informative, effective and accurate in communications.

- a) Between the Park Board and the Community Association.

The communication protocols between the Park Board and the Community Association should provide that the parties consult with one another on matters which reasonably affect, or could affect, the interests of the other party. The requirement for, and manner of, consultation between the parties must be reasonable and meaningful, relative to the nature and circumstances of the interest affected. There should be regular reporting, between the parties, of minutes of meetings of identified committees or boards of each party related to recreation services and or issues related to community centres. Designated representatives from the Park Board and the Community Association should be appointed as designated contacts for communications between the parties.

- b) and c) – Between the Park Board and third parties, and Between the Community Association and third parties

Communications with third parties should ensure that a consistent and proper message regarding the partnership relationship is provided. These protocols for third party communications should identify the existence of the partnership, and establish responsibilities and authorities between the Park Board and the Community Association for certain types of public communications.

Reasonable notice should be provided to the other party of the intent to communicate to third parties positions on issues known or reasonably expected to be contrary to the position of the other party.

The protocols should provide for dealing with communications with third parties where a serious incident, such as bodily injury, death, risk of harm or emergencies, have occurred or may arise.

- d) Between Community Associations

Regular communication between Community Associations, particularly Community Associations operating under similar partnership models, should occur. The degree and nature of this communication will be a subject of the Partnership Review described in Recommendation 3.2

#### Background

Considerable feedback was received on the need for better communication between the participants in the partnership system, and in the messaging of the relationship to third parties.

The first step in improving these communications is to identify the various communication relationships. For these relationships, protocols or standards should be considered. In this way, the parties can develop, in advance, effective means and standards for communicating consistently between themselves and with third parties, in an effort to avoid misunderstandings and inappropriate messaging that can occur when too little consideration is given to communications.

Consultation between the parties is a requirement in many aspects of the partnership. Where consultation is called for, it must be made available in a meaningful way, timely, and appropriate to the matter at issue. The input should be informed, respectful and constructive.

A recurring comment received by the Task Force was that the public is uninformed about the existence of the partnership. Every reasonable opportunity should be taken, by both parties, to promote awareness of its existence. Knowledge of the existence and activities of the Community Associations is key to ensuring that they attract new and talented volunteers to participate in their activities.

## **3.4 REPORTING**

### **3.4.1 Annual Reports**

The Park Board and the Community Associations should provide to the other party an annual report, which must include a report on programming and operational matters relating to the community centre that is the subject of the partnership agreement. The annual reports must be provided to the other party within 30 days of the annual general meeting of the Community Association.

### **3.4.2 Minutes**

Minutes of meetings of the Directors of the Community Association, and of the Commissioners of the Park Board, should be made available to the other party. The Park Board should make available to other Community Associations, and to the public at large, the minutes it receives from the Community Association.

### **3.4.3 Park Board Reports**

Park Board reports on city-wide recreational initiatives, or matters that are reasonably contemplated to affect the Community Associations, should be provided to the Community Associations in a timely manner.

### **3.4.4 Business and Strategic Plans**

The Community Association should provide a business or strategic plan to the Park Board on a periodic basis to be agreed upon by the Community Association and the Park Board. The business or strategic plan should provide for both long and short term goals and objectives of the Community Association with respect to recreation programming. The business or strategic plan should be reviewed in the Partnership Review (see Recommendation 3.2).

## **Background**

Accountability is greatly influenced by how easily an Association's operation can be observed and understood (transparency). Providing easy access to information with regards to how objectives are being met, financial information, meeting minutes, annual reports, etc. helps ensure operations are accountable to all interested parties including Association members, Park Board and the public.

Currently, there are inconsistent practices among the 20 Associations on providing information to the Park Board and the public.

The Park Board has a duty to analyze citywide financial needs of the municipal recreation system. There is a benefit to both parties in developing and reviewing the Community Associations' finances and business plans on a regular basis.

All Community Associations produce annual reports, of some type, for their members. Those reports may already include the matters called for in the recommendation. The Park Board produces an annual report. It should also report on programming and community centre operational matters. These reports are a means of ensuring that an annual consideration of programming takes place by both parties, which is shared with the other party.

### **3.5 OPERATIONAL DISPUTE RESOLUTION**

No specific process should be prescribed for resolving disputes of an operational nature between the parties. However, a review of the effectiveness of operational dispute resolution should be included in the annual Partnership Review (see Recommendation No. 3.2)

#### **Background**

The different nature of the three models and operations at the various community centres preclude a simple specific mechanism for settling disputes arising from day to day operations. An over elaborate dispute resolution process would likely hinder attempts to resolve most disputes. Inasmuch as input from the consultation process strongly indicated that most disputes arise from problems with communications between the respective parties, it is felt that addressing problems at an annual Partnership Review would be a reasonably effective means of evaluating the operational dispute resolution procedures used in any particular relationship.

A dispute resolution mechanism has been included in recommendation 3.1 – Agreement Management with respect to disputes arising from interpretation of the agreement.

### **3.6 ASSOCIATION COLLECTIVE**

A collective of Community Associations operating under similar partnership models should be established and meet on a periodic basis. A collective of all Community Associations should also continue to exist and meet on a periodic basis. The structure, reporting, membership and procedures of such collectives should be self-determined, but it is recommended that the collectives consider opportunities for advocacy, best practices and economies of scale that might be beneficial for some or all of the Community Associations. A review of the effectiveness of the communications between the Community Associations should be included in the annual Partnership Review (see Recommendation No. 3.2)

#### **Background**

The Task Force research into other public recreation partnership approaches found that communities such as Seattle and Regina created umbrella or zone groups which provided support services to the Associations. It was judged that the need for such a support service should be self determined by the Associations but could be a positive development. Possible drivers to such a change could be for efficiencies such as shared payroll, training, accounting, marketing or legal services for example.

Associations operating under similar partnership models will have more issues in common than those operating under different models. They should form a collective with the goal of improving their separate and collective organizations. These collectives of similar models should be in addition to, or a subset of, the general collective Community Associations.

Each of these collectives is the best structural means of facilitating effective communications between the Community Associations and addressing their administrative management duties.

### **3.7 CONFLICT OF INTEREST**

The Park Board and the Community Associations should have reasonable and effective conflict of interest policies. Their respective policies should be provided to the other party, along with any amendments that are made from time to time. A review of the respective conflict of interest policies should be included in the Partnership Review.

#### **Background**

Proper organizational governance standards require a conflict of interest policy, in addition to existing statutory standards. Under any conflict of interest policy there is a duty to report an actual or potential conflict, and that such disclosure is full, honest and made promptly. Other elements of a conflict of interest policy may vary between the parties, but all such policies must take into consideration the fact that the agreement covers the use of publicly owned facilities.

The Park Board follows adopted City policy on Conflict of Interest for staff and elected officials.

### **3.8 RECOGNITION**

**3.8.1 Public** - The fact of the partnership between the Park Board and the Community Association should be publicized at every reasonable opportunity, including in correspondence to third parties, public events, public notices, electronic and print publications and marketing documents.

**3.8.2 Between the Parties** - A celebratory social event should be held annually involving the directors and certain employees of the Community Associations, Park Board Commissioners and certain Park Board employees, to celebrate the partnerships.

#### **Background**

There has been some inconsistency in public recognition of the role of Community Associations in the operations at the community centers. The Task force has received consistent feedback that the public is not aware of the partnership that exists. Therefore, efforts should be made, wherever reasonably possible, to advise of the existence of the partnership. It has also been noted that, on occasion, the relationship between the parties has become somewhat adversarial in nature. Such concerns can be addressed, at least partially, with efforts to recognize the roles of both parties, to improve the personal relationships of the individuals involved, and to reinforce the notion of a partnership in working towards common objectives.

## RECOMMENDATION 4 - MAXIMIZING RESOURCES

### Introduction

On average, the combined expenses of the Park Board and the 20 Associations to deliver community centre services are \$24 million (does not include rink and aquatic services). Approximately \$13 million is recovered through user fees each year (\$11.4 m to Association and \$1.2 m to Park Board) and the balance is primarily funded through the operating budget provided by City of Vancouver (10.7 m). Everyone is working to stretch resources to achieve the best results on satisfying increasing demands. Money, time, facilities, and people power in the form of volunteers and staff are all experiencing pressures. Searching for efficiencies, discovering alternative approaches to satisfy demands and new sources for revenue have become everyday activities in community centres. Not all communities have the same potential to generate user fees and each community has different priority needs. Basic funding levels from the Park Board have traditionally been established on historic funding patterns. An approach to address disparity between communities needs and resources could be addressed through redistribution of resources, either of basic funding or revenues. The physical infrastructure of community centres has been getting older over the past 25 years with increasing operating costs for basic maintenance and repairs. Each Community Association has its own unique methods of financial reporting. Staffing patterns have been established by tradition and there is restricted ability to deploy human resources to address system priorities.

Fifteen specific recommendations in this section focus on:

- 4.1 Consistency and Reporting
  - 4.1.1 Common Year End
  - 4.1.2 Audited Financial Statements
- 4.2 Equity Fund
  - 4.2.1 Annual Contributions
  - 4.2.2 Administration and Distribution
- 4.3 Park Board Budget
- 4.4 Reserve and Surplus Funds
- 4.5 Fundraising
- 4.6 Human Resources
  - 4.6.1 Definitions
  - 4.6.2 Independent Model
  - 4.6.3 Operational/Collaborative Model
  - 4.6.4 Advisory Model
- 4.7 Human Resources – Training and Development
  - 4.7.1 Board Training
  - 4.7.2 Employee Training
  - 4.7.3 Partnership Training
- 4.8 Facility Space Allocation

- 4.9 Facility Rental
  - 4.9.1 Rental Policies and Rates
  - 4.9.2 Long Term Rentals
  - 4.9.3 Contribution to Equity Fund
- 4.10 Parks and Other Facilities
- 4.11 Facility Maintenance
- 4.12 Equipment and Supplies
- 4.13 Insurance and Indemnity
  - 4.13.1 Indemnity Agreement
  - 4.13.2 Other Insurance
- 4.14 Policies and Procedures
- 4.15 Records Management

#### **4.1 CONSISTENCY AND REPORTING**

##### **4.1.1 Common Year End**

All of the Community Associations should have a 12 month fiscal reporting period, and a common year end of December 31. The Park Board's fiscal reporting period should remain one year and its year end should remain December 31.

##### **4.1.2 Audited Financial Statements**

The Community Associations should provide to the Park Board, on an annual basis, independently audited financial statements, reflecting generally accepted accounting principles.

### **Background**

The current agreement includes a requirement for the submission of audited annual financial reports by the Community Associations to the Park Board. Community Association compliance with this requirement has been inconsistent over the years, and the Park Board has tended to ignore this fact. In cases where problems with financial status have arisen, the failure on both sides to adhere to this provision contributed to the failure to identify problems at an earlier stage.

It is intended that providing formal consistency to the method of financial reporting is required for accountability and transparency purposes and will contribute to greater compliance with the requirement, as well as to the ability of both partners to evaluate the financial status of the Community Associations.

A common year end and consistent reporting requirements will support broad system review and evaluation.

During consultations, general consensus was expressed which supported consistent reporting for all Associations.

## **4.2 EQUITY FUND**

### **4.2.1 Annual Contribution**

In this recommendation, “recreation program” includes the broad range of physical, social, cultural, artistic, drop-in and registered programs including pre-school programs, but excludes child day care, before and after school care, educational programs by licensed educators, and programs providing social or health services.

An equity fund should be established with contributions made on an annual basis by the Community Associations under the Independent and Operational/Collaborative models and by the Park Board under the Advisory model from the following sources:

- a) \$1 per member of each Community Association;
- b) 10% of gross facility rentals at community centres;
- c) 1% of recreation program revenue

### **4.2.2 Administration and Distribution**

The equity fund should be held in trust and administered by a committee comprised equally of representatives of the Community Associations and the Park Board, and distributed by that committee from time to time for the purpose of seeking to equalize the distribution of resources available for recreation program opportunities in the City. The committee should take into account the ability of the proposed recipients to obtain funding for recreational programs from other sources. The committee should consider, on an annual basis, the sources and amounts of the contributions, and make recommendations to the Community Associations and Park Board for amendments to such sources and amounts as it sees fit.

## **Background**

The notion of an equity fund recognizes that each community centre is part of the larger city-wide system. Some centres simply have greater revenue generation ability than others. The recommendation seeks to address concerns that there are structural inequities in this system. The inequities in the system were a consistent theme of the feedback received by the Task Force.

Based on average of 2000-2003 revenues, the above amounts would result in approximately \$100,000 from memberships, \$75,000 from facility rentals, and \$110,000 from recreation program revenue, totalling \$285,000.

One per cent of recreation program revenue does not represent a huge amount for any single Community Association, but the aggregate amount is reasonably substantial. At this level, it is felt that Community Associations which have conducted their operations in a fiscally prudent manner, and which have succeeded in generating high levels of revenue, will not be penalized for their success.

Revenues from facility rentals are, to a great extent, reflective of the space available at a given centre rather than a clear measure of the recreation program operations. There is a greater tendency for groups from outside a Community Association’s catchment area to use rental facilities that suit the needs for their meetings, rather than which community centre they are members of.

The flat fee for membership would allow for a predictable level of funding from this source without placing an excessive financial burden on any one Community Association. Percentages of membership fees were considered, but rejected as it would place a relatively larger level of contribution on those Community Associations that charge more for their membership fees than others and also provide flexibility to those Community Associations that do not charge membership fees.

Appendix 6 provides summary background financial information. The majority of revenues for community centre services are through user fees for programs offered through the Associations (11.4 million). Since this revenue goes through the Associations, a mechanism to redistribute revenues for local and city-wide recreation benefits was deemed necessary.

#### **4.3 PARK BOARD BUDGET**

The Community Associations should recognize the Park Board's responsibility to allocate its resources within the community recreation system, subject to, among other things, agreements with Community Associations, including any funding the Park Board provides to Community Associations operating under the Independent Model Agreement.

The Park Board should recognize the Community Associations' right to be meaningfully consulted on budgetary or other financial decisions that might reasonably affect the Community Associations' participation in providing recreation services.

#### **Background**

On average, the Park Board allocates approximately \$11 million annually for the operation of 20 community centres operated jointly with Community Associations. This is for direct program costs including payroll (73-78%), supplies (10-16%) and utilities (8-12%). Over a three year period, the Park Board experienced a deficit across all districts for community centres which needed to be offset by other Park Board services. This deficit needs to be addressed to ensure the financial sustainability of the system. The Community Associations, as the Park Board partners in recreation program delivery, must be consulted in decisions of resource allocation. Effective consultation in this area is the best way to ensure that there is common understanding of the issues and acceptance of the outcomes.

#### **4.4 RESERVE and SURPLUS FUNDS**

The Community Associations should account for non-operating surplus funds which are derived from program revenue, and should be encouraged, but not required, to contribute such funds toward minor capital improvements to the community centre. A review of the amount and the ability of the Community Association to contribute such funds should be included in the Partnership Review.

#### **Background**

Several Community Associations carry reserves of funds that are surplus to what might normally be required as a necessary operating reserve. Over a three year period the average combined surplus being generated of the 20 centres was approximately \$300,000, coming from the Queen Elizabeth and Stanley Districts.

Community Associations' independence in their own financial affairs should be respected. Their members and the legal requirements of maintaining tax exempt status are existing and sufficient controls over the hoarding of excess surplus funds. Relevant industry standards regarding operating reserve funds (e.g. three months) for not-for-profit organizations should be used as a benchmark.

While there is a recognition that surplus funds should be used for the maintenance of community centres, no specific recommendation is made regarding use of these funds as input from the Park Board into the business plans of each Community Association is allowed for through the annual review process described elsewhere. Full consensus was not achieved on this point within the Task Force. A dissenting opinion is noted here that more stringent guidelines are required concerning use of surplus funds.

The ability of the Associations to collect fees, fundraise and hold reserve funds has supported a number of enhancements to the capital improvements at Centres. In the last 6 years (2000 – 2005) over 2 capital plans, over \$900,000 has been contributed from Association funds. This is close to 10% of the \$9.2 million budgeted for these projects over this period.

#### **4.5 FUNDRAISING**

The Community Associations should follow best practices in all fundraising endeavours, and adopt and adhere to the ethical fundraising code of the Canadian Centre for Philanthropy, to be attached to the Agreement as a schedule.

#### **Background**

One of the key benefits of a partnership approach is the flexibility to access funding opportunities beyond user fees and taxation.

While Community Associations must be free to conduct fundraising endeavours as they see fit, attention must be paid that the respective Community Association Directors act within their proper authority, and consider legal responsibilities and potential liabilities related to a given undertaking.

#### **4.6 HUMAN RESOURCES**

In this recommendation,

a) The responsibilities of a party as an employer include the following primary responsibilities:

- to fulfill all legal obligations of an employer under the common law, the Provincial Employment Standards Act, the Workers Compensations Act, the Personal Information Protection Act, the Federal Income Tax Act, Freedom of Information and Privacy Act and all other Provincial and Federal statutes imposing obligations on an employer;
- to recruit employees;
- to hire, transfer and terminate employees, with consideration of the input of the other party, if requested;
- to discipline employees;
- to supervise employees, though not exclusively;
- to train employees, though not exclusively;
- to perform all evaluations and performance reviews of employees, with consideration of the input, if requested, of the other party in aspects of the employment that relate to the other party;
- to respect the privacy rights of the employee;

b) Where a party may provide input, in providing such input the party must be constructive;

- consider the best interests of the partnership;
- provide input only in job-related matters;
- be objective;
- be respectful;

c) "Program Administrators" mean those employees performing the functions of coordinator/supervisor, programmer, building supervisor and administrators in the community centre;

d) "Program Staff" mean those employees performing services for the delivery of specific programs operated in the community centre;

e) "Program Contractors" means those individuals contracted to perform services for the delivery of specific programs operated in the community centre

#### **4.6.2 Independent Model**

The Community Association should be the employer of Program Administrators, subject to any current collective agreements applying to any of such Program Administrators.

The Community Association should be the employer of Program Staff.

The Community Association should contract directly with Program Contractors

The Community Association may, with the consent of the Park Board, hire employees or contract with individuals to offer licensed child care at the community centre.

#### **4.6.3 Operational/Collaborative Model**

The Park Board should be the employer of Program Administrators.

The Community Association should be the employer of Program Staff.

The Community Association should contract directly with Program Contractors.

The Community Association may, with the consent of the Park Board, hire employees or contract with individuals to offer licensed child care at the community centre.

#### **4.6.4 Advisory Model**

The Park Board should be the employer of Program Administrators.

The Park Board should be the employer of Program Staff.

The Park Board should contract directly with Program Contractors.

### **Background**

For both the Park Board and the Association, staffing costs represent the highest expenditure of operating budgets.

Each of the recommendations under this section arises in part from the need to clarify the lines of authority with respect to all aspects of Human Resource Management. Over time, many Associations have come to use the Community Recreation Coordinators and/or Recreation Supervisors as de facto Executive Director of said Association. The result is that there is a disconnection between the Community Associations, and those contracted to provide services for the Association. Feedback received by the Task Force indicated a desire by Community Associations to provide input into the hiring and evaluation of Park Board employees. In the past, the opportunity for input has not been consistently provided. However, this input must be balanced by recognition that it is the responsibility of the employer to make employment decisions.

Under the Independent Model, it is very clear that all responsibilities of the employer rest with the Community Association. When considering which model agreement to employ, both parties must carefully consider the ability of the Community Association to fulfill its duties as an employer and any implications with respect to collective agreements.

## **4.7 HUMAN RESOURCES - TRAINING AND DEVELOPMENT**

### **4.7.1 Board Training**

New Park Board Commissioners, and new Community Association Directors, should be provided with an orientation session that should include a description of the partnership relationships that exist between the parties.

Community Associations should provide effective not-for-profit governance and leadership training to their Directors. The collective groups of Community Associations and the Park Board should reasonably assist in providing the Community Associations with such training.

An orientation and policy manual should be provided to Community Association Directors, and periodic amendments to such manuals should be provided as necessary. A copy of the manual should be provided to Park Board. A review of the effectiveness of Director orientation should be included in the annual Partnership Review (see Recommendation No. 3.2).

### **4.7.2 Employee Training**

The responsibility for employee training and developing belongs to the employer of such employee (see Recommendation No. 4.6). Records of employee training and development should be maintained. A review of employment practices of each party should be included in the annual Partnership Review. (See Recommendation 3.2)

### **4.7.3 Partnership Training**

Park Board employees should receive training on working effectively in partnership with Community Associations and responding to community issues and concerns. Community Association Directors should receive training on the recreation services provided by the Park Board and its practices and policies.

## **Background**

No matter how much has been accomplished or who has been involved, some elements will be new to some people. Because the world is changing so rapidly and there is much to learn, and re-learn, collaboration is critical. It is no longer possible for any one individual or organization to learn or learn fast enough to be the expert. Building and maintaining an effective partnership requires innovation, continuous learning and ongoing efforts. Learning and commitment go hand in hand.

## **4.8 FACILITY SPACE ALLOCATION**

A priority scheme should be adopted for use of community centre facilities and should be set out in the agreement. A suggested priority scheme is as follows:

1. Local community services funded or sponsored by the Park Board or City of Vancouver (e.g. Park Board programs, public meetings)
2. Local community recreational programs operated by the Association including the full range of creative, social and physical recreation programs for all
3. Other not-for-profit public recreation programs and services
4. Community programs funded or sponsored by the Community Association (e.g. licensed child care services, education/training programs, community internet access)
5. Other not-for-profit public services (e.g. health clinics, food banks)
6. Private or commercial programs or uses (e.g. birthday parties, weddings, private school programs, personal training)

The Park Board should provide reasonable notice to the Community Association of any use of community centre facilities that may reasonably be expected to affect the Community Association's scheduled use of facilities, and, where possible, provide or assist in providing alternative facilities.

## Background

A priority scheme for the use of Community Centre facilities is needed to avoid conflicts and provide clarity in allocating space among competing groups. This scheme should be clearly articulated in the agreement.

The suggested priority scheme is one which already largely exists in practice in many community centres. The Park Board as owner of the facility should have the ability to obtain space on a priority basis for occasional uses such as public meetings, however, the Park Board should recognize the effect its space requirements might have on current scheduled programming and seek to minimize any disruption.

### 4.9 FACILITY RENTAL

#### 4.9.1 Rental Policies and Rates

Under the Independent and Operational/Collaborative models, the Community Association should determine their own rental policies and charge rental rates for the use of community centre facilities, consistent with the space allocation priority scheme (see recommendation 4.8). The Park Board, and other City of Vancouver public use needs (e.g. public meetings, elections), should not be charged for the use of community centre facilities.

Under the Advisory model, the Park Board should determine and charge rental rates for the use of community centre facilities, in consultation with the Community Association, consistent with the space allocation priority scheme. The Community Association should not be charged for the use of community centre facilities in the carrying out of its role pursuant to the Agreement.

#### 4.9.2 Long Term Rentals/Agreements

Organizations other than the Community Association (such as clubs, related societies and “affiliated groups”) should only be entitled to rent or use facilities or enter into agreements regarding use of facilities in community centres for single, periodic or seasonal use, and should not be entitled to rent or be provided facilities in community centres for long term use.

#### 4.9.3 Contribution to Equity Fund

A portion of rental revenue is recommended to be contributed to the Equity fund (see recommendation 4.2).

## Background

The opportunity for Community Associations to determine rental policies and rates remains an important means by which the Associations can serve their community, market their programs, and promote their community's activities. However, space in community centres should not be effectively sub-let to groups on a long-term basis, as doing so limits availability and opportunities for others. The Joint Operating Agreement is with the Community Association only – not third parties unless specific approval has been granted by the Park Board. Typically other parties would have their own agreement with the Park Board. The Park Board should consult with the Associations regarding such other agreements. Examples for such agreements could include community police offices, daycares and vending agreements among others.

#### **4.10 PARKS AND OTHER FACILITIES**

In this recommendation, “Park” means the park lands of any park located in the City of Vancouver, including park land surrounding or adjoining community centres, and includes facilities or improvements located on such park lands such as rinks, pools and sport facilities.

The Park Board should retain its jurisdiction over all Parks. If a change of use or significant modification of a Park is proposed, all Community Associations whose catchment area includes the Park, and any other Community Association that would reasonably be affected by the proposed change of use or modification, should be consulted in a reasonable and timely manner with respect to such proposal.

#### **Background**

The current agreement does not allow in its body for a clear definition of the Community Associations’ roles respecting Park Board facilities that are outside of the confines of Community Centres. Addenda to the agreement may list which facilities fall within the scope of the agreement, but explanation is lacking about the parties respective obligations. Not only should these obligations be outlined, but adherence to the agreement should be addressed in the recommended Partnership Review.

It is understood that Park Board’s jurisdiction over such facilities is necessary in consideration of the wide range of users and stakeholders of such facilities. However the Community Associations have a legitimate interest, as representatives of the community, to be consulted before changes are made to neighbourhood parks.

#### **4.11 FACILITY MAINTENANCE**

“Maintenance”, in this recommendation, includes the repair, cleaning and replacement of consumable elements of the physical plant of the community centres, fixtures and daily or regular janitorial services in the community centres. Maintenance should be provided as follows:

##### **A. Independent Model**

The Community Association should engage the Park Board to provide maintenance. Should the Community Association wish to supplement the maintenance provided by the Park Board, such supplemented work should be performed by the Park Board under contract with the Community Association.

##### **B. Operational/Collaborative and Advisory Models**

The Park Board should provide maintenance.

#### **Background**

Under the Independent model, Community Associations would be responsible for the day to day maintenance of all equipment and facilities within the respective Community Centre. Funding for such maintenance would form part of the negotiations between the Community Association in question and the Park Board.

The sub-contracting of maintenance services back to the Park Board may be necessary to avoid conflicts with the Park Board’s over-riding commitments.

The Park Board would continue to be responsible for upkeep of major capital equipment that form part of the Centre building – such as boilers, sprinkler systems, etc. In some cases, it may be advisable for the

equipment and facilities that are to be maintained by the Park Board under this agreement model be specified in the Operating Agreement.

**B. Operational/Collaborative and Advisory Models**

The Park Board should provide maintenance of the physical plant of the community centre, fixtures and regular janitorial services.

**4.12 EQUIPMENT AND SUPPLIES**

**A) Independent and Operational/Collaborative Models**

The Community Associations should be responsible for acquiring and maintaining equipment used primarily for recreation programs, and the Park Board should be responsible for acquiring and maintaining equipment of a capital nature and other equipment not used primarily for recreation programs.

Office furniture and equipment should be acquired and maintained by Park Board. Office supplies should be acquired and maintained by the Community Associations.

Facility-related supplies should be acquired and maintained by the Park Board.

The Park Board should be able to require Community Associations to acquire specific equipment or supplies only if it can demonstrably justify the need to do so.

**B) Advisory Model**

The Park Board should be responsible for acquiring and maintaining all equipment and supplies.

In the agreement, the disposition of equipment owned by the Association in the event of termination of the agreement should be outlined.

**Background**

There has often been a lack of clarity between what assets in a given Community Centre are the property of the respective Community Association, and which assets are the property of the Park Board. There is little in the existing agreement that is definitive on this point. Over the years, issues of ownership have suffered further confusion as each side provided equipment and/or supplies for activities operated by the other.

Particularly under the Independent model, rules governing acquisition, provision and maintenance of equipment and supplies are clearly delineated along the lines of each party's defined role. In this case the Park Board – as the building owner – maintains equipment that is specifically part of the building. The Community Association – as the independent operator of all programs and activities within that building – is responsible for the equipment that is used for those programs and activities.

## **4.13 INSURANCE AND INDEMNITY**

### **4.13.1 Indemnity Agreement**

The Indemnity Agreement in effect between the Park Board/City of Vancouver and the Community Associations should be referenced in the Agreement as applying, in accordance with its terms, to the activities of the Community Association pursuant to the Agreement. The Indemnity Agreement should be appended to the Agreement as a schedule.

### **4.13.2 Other Insurance**

If a Community Association wishes to carry on activities pursuant to the Agreement that are not subject to the indemnities provided under the Indemnity Agreement, the Park Board must consent to such activities and the Community Association must acquire insurance, in an amount and scope consented to by the Park Board, at the cost of the Community Association. The consent of the Park Board in these respects must not be unreasonably withheld. The Community Association must provide evidence of any such insurance to the Park Board.

### **Background**

Issues concerning liability of the Community Associations, and their various Directors, have been brought forward on many occasions. The existing agreement is largely silent on this issue. As a result, the knowledge amongst Community Associations Boards of what coverage the City provides in this matter is anecdotal. Appending the Indemnity Agreement should clearly define the level to which the Community Associations and their Boards are covered by the City of Vancouver.

This agreement should not set out the basis for indemnity since the Indemnity Agreement sets this out. The Park Board/City of Vancouver has an interest in ensuring that non-indemnified activities must be insured, since they may subject the Park Board/City of Vancouver to liability. Therefore, it is reasonable for the Park Board to assure that separate insurance is carried for those activities. Guidelines for risk management approval for activities needs to be forwarded to Community Associations for information.

## **4.14 POLICIES AND PROCEDURES**

Both parties should advise the other of the existence of policies that are adopted, or being considered, that reasonably relate to the operation of the community centre or the partnership relationship pursuant to the Agreement. Such policies should be reviewed during the annual Partnership Review, and consideration should be given to the development of new policies, the amendment of existing policies, and the potential for harmonization of policies between the parties.

### **Background**

It was found that policies and procedures often differed significantly from one Community Association to another, including – but not limited to – specific details of financial management, human resources management, program development, and the manner in which Community Associations worked with Park Board staff. Harmonization of policies and procedures, where it is possible to do so, should be considered by the parties. How such harmonization can be accomplished is an area that should be studied by a separate committee of both parties.

#### **4.15 RECORDS and INFORMATION MANAGEMENT**

The Park Board and the Community Association should each be responsible for their respective records management and control, so that they are organized, secure, retrievable, legible, retained and managed appropriately throughout the record lifecycle. In addition to their statutory record keeping obligations, each party should consider the reasonable requirements of the partnership in determining and applying their records management policies.

##### **Background**

Each party has certain statutory obligations to manage records and information, which this Agreement cannot and should not alter. However the fact of the partnership should also be taken into account with respect to record management policies. Some of these statutory obligations are regulations of the Canada Revenue Agency (CRA), Personal Information Protection Act, Society Act, Freedom of Information and Protection of Privacy Act.

Each party's statutory and partnership record management obligations should be articulated, such as through Director orientation manuals to ensure Directors are aware of their obligations in this area.

## RECOMMENDATION 5 – MOVING FORWARD

### Introduction

In this section we suggest a process on how to move forward.

#### 5.1 AGREEMENT TRANSITION, NEGOTIATION and IMPLEMENTATION

##### 5.1.1 Negotiation

A group of eight to ten Community Associations should be the first to negotiate and implement the new forms of Agreement. The initial group should be chosen jointly by the Community Associations and the Park Board. The initial group should comprise a sample of centres, representative of the diversity of size, geography and scope of services of the city's community centres, and should include Community Associations interested in implementing the spectrum of the model Agreements from independent to advisory.

The time frame for negotiations should be to commence negotiations and work to conclude them within twelve months. The existing JOA for the initial group of Community Associations would then be terminated, and the new Agreement would commence immediately thereafter.

The negotiations should aim to produce a non-binding memorandum of understanding, which would set out the model and terms upon which the Park Board and the Community Association would be prepared to proceed to partner in the operation of the community centre at issue. The actual binding Agreement would be drafted based upon the terms of the memorandum of understanding.

The remaining Community Associations would have the opportunity to learn from the negotiation process and result of the relationships established for the initial group. The negotiations for all of the remaining Community Associations should commence within six months of the conclusions of the negotiations of the initial group, and the negotiations for the second group should likewise set a goal to conclude within twelve months of their commencement.

##### 5.1.2 Transition

The existing agreements would continue in effect until the new agreements were concluded and came into effect. The existing agreements would then be terminated.

The Park Board General Manager, or delegate, should be responsible for the negotiation of the Agreement (and any amendments to the Agreement) on behalf of the Park Board, and the executive or appointed negotiating committee of the Community Association should represent the Community Association in such negotiations.

##### 5.1.3 Implementation

A new group, comprised of representatives of the Community Associations and the Park Board, should be established to develop new partnership implementation tools and resources, and to consider further procedures to assist in the transition and implementation of the new partnership models.

### Background

The development and implementation of the new models should be incremental. In that way, the transition to the new models city-wide will be more gradual, and the process will have an opportunity for improvement based on the experiences gained over time. The time frame for negotiation and implementation recognizes the complexity and quantity of the issues and the need for contemplation and consideration of changes, if desired. Time must be taken to create an agreement that reflects a new

relationship. However, in many cases, the relationship may not be much different from what currently exists, so negotiations may progress faster.

It is recognized that new implementation tools will be required for new relationships. A joint committee should be established to develop these tools. These include for example, Core Service Review, Standard Financial Reporting, Training Plans, Policy Harmonization Orientation Manuals, Standard Program Evaluation and Reporting Tools.

## Appendix 1 – History of Relationship

1920-30	Volunteer-built community halls constructed in almost every neighbourhood in the city
1931 - 2	Park Board “Fieldhouse Program” operating through winter in Community Halls as an extension of playground program. Cancelled due to budget constraints
1945	Norrie Report advocates for public community centre in each of 20 neighbourhoods with school authority as driving force rather than park authority or voluntary effort
1947 - 51	Weir Committee proposes capital funding formula and administration model. Park Board Community Building Committee devise capitalization process for community centres with matching funds up to \$20,000 with balance from local area plebiscite. Kitsilano, Sunset and Marpole opened following local plebiscites. Joint Operating Agreement drafted governing relationship between the Board and Community Halls with Board providing 2/3 of core operating funding. Board appointed playground supervisors as centre directors even though associations lobbied for social work professionals.
1959	Odegaard Report evaluated community centres and made recommendations to broaden and improve community centre programming and professional direction of the centres by recreation specialists
1961 – 70s	After a number of defeated local area plebiscites, community centre construction carried out through city capital plans, supplemented by funds from senior levels of governments
1950 - 79	Joint Operating Agreement, revised and expanded over the years is renewed on an annual basis up to 1979. While there have been efforts to revise and update the agreement, it has not been formally renewed since that year
1999	Most recent new agreement signed for new Roundhouse Community Centre outlining a local community and regional centre
2001 -2004	Joint Operating Agreement Task Force review and Final Report

## Appendix 2 – Joint Operating Agreement Task Force Terms of Reference

This sets out the scope of work to be undertaken in support of renewal of the partnership agreement between the Vancouver Park Board and local non-profit Community Association Societies.

### Background and Overview

The Joint Operating Agreement is intended to define the working partnership between the Vancouver Board of Parks and Recreation and each of 20 Community Associations developed to provide recreation and leisure opportunities and to facilitate provision of community services to the residents of each community. The framework and Joint Operating Agreement were developed and approved in 1979. This operating framework provides for flexibility of service delivery to reflect the diversity of the many communities within Vancouver, while providing for service stability and equitable resource distribution for the long-term needs of the City as a whole. The Park Board has other agreements related to the operations of Community Centres and other facilities, including the Ray Cam and Britannia Centre Agreements. These unique agreements are not the subject of this task force work.

The Vancouver Board of Parks and Recreation and the Community Associations are seeking to renew and revitalize our partnership and update the master Joint Operating Agreement.

### Vision and Mandate

Vancouver is celebrated for its quality of life and values that respect community identity and diversity. Recreation is viewed as a vital component in protecting and developing strong communities and developing healthy citizens. Local Community Centres and neighbourhood parks and facilities are valued as important community assets that demonstrate our collective priority to achieve our potential as individuals, neighbourhoods, communities and a vibrant and healthy City. Our tradition and vision commit to a partnership approach which links the best of our resources as volunteers, staff, agencies and government to commit to working together to maximize the benefits of recreation for everyone. We recognize that the partnership between the Park Board and the Community Associations is integral to the provision of community recreation services.

The mandate of the Joint Operating Agreement Task Force is to make recommendations to the Park Board and Community Association Societies which will result in the development of a new agreement and associated tools to strengthen the partnership and enhance the capacity of both to better provide for the recreation needs of citizens.

The proposed new Agreement will guide the development and delivery of services while reflecting established and emergent Association and Park Board policies, practices and guidelines. It must be expressed in plain language and hold both the Community Centre Association Societies and the Park Board accountable for their respective activities and reflect the shared vision of the relationship. Finally, it must also be flexible enough to allow for local demographics and uniqueness in facility and business practices which reflect the need to meet local service requirements while firm enough to state specific terms to protect the interests of the community.

### Scope of Work

The work will include the completion of the following:

- Description of shared vision for partnership
- Evaluation of current strengths and challenges of the partnership within the broad community context of recreation delivery in Vancouver including:
  - review of the value and opportunity afforded by the partnership

- review all technical issues related to service provision such as finance, human resource management, risk management, conflict resolution, agreement management, accountability, resource allocation/core service and long range planning
- Assess implications of current trends in partnership
- Comprehensive review of alternative community based delivery systems
- Results of community input
- Develop at least three alternative concepts
- Recommend a preferred concept supported by:
  - development of tools as may be required for approval and implementation including clear definitions of terms and specific focus on roles and processes related to budget and staffing
- Recommendations as may be required to create changes in policy and/or procedure
- Development of sustainability plan to include incremental review periods to enable ongoing change and improvement
- The Task Force is encouraged to explore unique ideas and themes to determine the optimum potential.

### **Stakeholders**

Community at large  
 Recreation program participants  
 Vancouver Park Board Commissioners and staff at all levels  
 Community Associations committees, staff and contractors  
 Unions CUPE 15 – 1004

### **Timeline**

The timeline was originally estimated to be two years, commencing November 2001 and ending September 2003. This timeline has been adjusted to now reflect a three year work plan, scheduled to be completed in September 2004 as outlined in the June 2003 Task Force Progress Report.

### **Task Force Membership**

The Task Force will be constituted for a maximum of two years, commencing in November 2001. The Task Force will be composed of an equal number of Community Association members and Park Board staff. The number of members will be 12 including 2 Co-Chairs. The majority of members will be at the executive/management level for both staff and volunteer Association members. Members are self-nominated with recruitment aimed to bring a good cross-section of representatives throughout the city with a balance of the required skills. In the event that a member withdraws from the Task Force, a replacement member will be recruited.

The team requires expertise in project management, public consultation, the ability to facilitate and capture feedback from diverse opinions of various community stakeholders, partnership development, negotiation, research, group development in the government and voluntary non-profit sector, strong interpersonal skills and experience in the working of the current Joint Operating Agreement.

### **Public Consultation**

The Task Force will conduct a consultation process at the inception of the work to generate ideas. Further efforts such as public information meetings, open houses, key informant interviews with current partners and past partner members and staff will be undertaken. The Task Force will consult with all current stakeholders.

### **Relationship between the Joint Task Force and the Park Board**

The Joint Operating Agreement Task Force is one of the key strategic initiatives of the Park Board. It was initiated through the leadership of the Presidents group of the Community Associations as a request at their meeting of September 6, 2001.

The Park Board will provide overall coordination to the project and help manage the collaborative process. The Board will provide background information as well as reports and information related to the history of the Joint Operating Agreement and related information from other jurisdictions. The Board will also coordinate community input and facilitate meetings. The Park Board will be responsible for budget management of Task Force expenditures.

## **Budget**

Total of \$20,000 (including GST and disbursements) comprised of \$10,000 in each year (2002/2003) for joint task force consultant fees, meeting materials and supplies, office materials, communications, reference materials and research. This funding to be supplied on a 50/50 basis from the Park Board and the 20 Community Associations. There are no allowances for funding for independent legal advice. Funds for each year are to be deposited on account with the Park Board by May 30th of each year.

## **OPERATING PRINCIPLES OF THE TASK FORCE**

### **Roles and Expectations**

Members should be accountable for their accessibility and responsiveness and to each other as members of a team for participating, collaborating and doing their best to advance the joint process in good faith. As senior persons with wide experience, they will apply their best judgement on behalf of their members, the City and citizens of Vancouver.

### **Reaching Agreement**

The Task Force will seek to reach a consensus wherever possible. If, for whatever reason, consensus cannot be achieved, the members may agree to a recommendation, through another process, such as voting or permitting dissenting reports.

### **Conflict of Interest Guidelines**

Park Board employees are responsible for complying with the City of Vancouver policies on conflict of interest.

Association members of the Task Force:

- will act with honesty, integrity and openness in advancing the joint process;
- will not use their position on the Task Force to benefit materially from the process or the outcomes;
- will not be eligible on an individual basis for contract research or other paid work commissioned by the Task Force;
- will not use their position to assist other Association members or staff of the Associations in their dealings with the City/Park Board where this would result in preferential treatment to any person or organization.

### **Meetings**

The Task Force will meet at a frequency to be determined by the Co-Chairs, using face-to-face meetings, retreats, facilitated workshops, conference calls and/or electronic correspondence. Member attendance and participation at meetings is valued and cannot be substituted by a designate representative.

### **Quorum**

Given that the Task Force has twelve members, six from the Associations and six from Park Board, a quorum of at least three from each side will be required when major decisions or motions are being made. It is not necessary for the Park Board and Associations to have the same number of participants at each meeting, only that each has the minimum quorum number when any major decisions or motions are proposed.

## **Confidentiality**

Task Force members are expected to be open and candid in discussing items before the group. For this reason it is important to maintain confidentiality. Task Force members are committed to respecting the personal privacy of members and agree not to disclose personal information or views expressed by individuals during meetings. Deliberations are to remain confidential until there is general agreement and consensus to make them public. To avoid prejudicing any work in progress, members should exercise caution when discussing work where no consensus or agreement has been reached.

## **Public Communication and Media**

Regular communications about the progress of work of the Task Force is a priority and should be part of the ongoing work. Records of discussion, progress updates and other communications tools will be regularly developed and approved by members for posting on web sites and printing for all interested observers. The Task Force members will make no material from the Task Force work available outside the Task Force without prior approval.

## **Experts and Invited Guests**

The Task Force may, from time to time, require experts or other representatives to attend meetings as presenters, advisers or observers because of their knowledge of the subject or as part of another project or consultation mechanism. The Co-Chairs will agree to such invitations in advance.

## APPENDIX 3

### SAMPLE OF KEY ELEMENTS IN POTENTIAL AGREEMENT

This chart outlines how the different recommendations might be applied in a sample agreement, depending on the type of partnership model chosen. This sample is not a template for an agreement and it does not cover all elements of an agreement, or all of the recommendations in the final report of the Joint Operating Agreement Task Force. A formal agreement should be drafted by qualified legal council.

Topic	Description	Model A	Model B	Model C
Background	Purpose of agreement Vision and guiding principles	The parties would outline their agreed upon mission, vision, principles using recommendation 1.1 as a foundation		
Definitions	Define terms used in Agreement Identify all parties to the agreement			
Term of Agreement	Time period during which the agreement is in effect - see recommendation 3.1.2	Initial term of 5 years with option to renew based on satisfaction of all		
Ownership of Lands and Facilities	Identifies who owns land and facilities and who is responsible for capital maintenance	VPB owns all park land and facilities within park land. In some cases ownership is with a third party (e.g. School Board) and the Park Board has a separate agreement on use of land and facilities. Capital Maintenance is the responsibility of VPB. Supplementary funds may be made available through Fundraising, Reserve or Surplus Funds from the Association.		
Equipment	Outlines ownership and use of equipment - see recommendation 4.12	Association	Each owns different inventory and procedures for sharing are outlined. Larger equipment such as nets, furniture, appliances usually shared. Maintenance and replacement procedures are outlined.	VPB
Facilities	Describes all facilities covered under the agreement	Association operates	All areas are identified either as shared, exclusive or areas to which there will be access	VPB
Maintenance	Outlines responsibilities for day-to-day operating and utility costs for buildings including janitorial, security and building supervision - see recommendation 4.11	Association under service agreement with Park Board	VPB	VPB
Reserve and Surplus Funds	Describes what should happen with excess funds derived from program revenue going to the Association - see recommendation 4.4	Association to account for non-operating surplus funds derived from program revenue and encouraged to contribute such funds to minor capital improvements to the centre		n/a
Obligations, duties and powers	Outlines overall accountability framework of parties - see recommendation 1.2	Association operates centre and is responsible for all business operations including staffing, insurance, purchasing	Independent and joint roles that are clearly identified.  Association operates recreation programs and hires staff for program	Association has advisory role and input into policy development, program design and operations at centre. Advisory role on issues outside of centre,

Topic	Description	Model A	Model B	Model C
		and all revenues and expenses of centre. Advisory role on issues outside of centre operations.  VPB provides standards and oversight and operating funds and specialty technical skills on consultation basis	instruction and supervision. Fund-raising, advocacy and represent community. Responsible for all direct expenses and revenues from their programs. Delegate's authority for staffing to VPB Coordinator/Supervisor. Provides insurance for Society Directors and for community programs which are outside of the mandate of the Park Board. VPB provides core staff (Coordinator/Supervisor, clerical and maintenance staff) and enhanced staff based on need. Approves recreation programs for indemnification.	including rinks, pools, parks. Fund-raising, advocacy and represent community and link with other community groups.  VPB operates centre and is responsible for all business operations including staffing, insurance, purchasing and all revenues and expenses of centre
Facility Use	Outlines the priority use of space ensuring that principles of equity are taken into account - see recommendation 4.8	Priority of Use of Public Recreation Facilities - Community Centres 1 - Services funded or sponsored by VPB and City of Vancouver (e.g. VPB programs, public meetings) 2 - Recreation programs operated by the Association (e.g. Full range of creative, social and physical recreation programs for all ages) 3 - Other not-for profit public recreation services 4 - Community programs funded or sponsored by the Association (e.g. Licensed childcare services, training programs, community internet access) 5 - Other not-for-profit public services (e.g. Health clinics, food banks) 6 - Private or commercial programs (e.g. Birthday parties, weddings, private school programs)		
Facility Rentals	Application process, booking restrictions, booking control - see recommendation 4.9	Association	Association	VPB with advise fro Association
User Fees to the public	Describes how fees are set and who receives revenues	Association	Association for Association services  VPB for VPB services  Joint for shared services	VPB with advise from Association
Charges between parties	Describes intent to minimize transfer of funds for day-to-day operations from one party to another within the agreement.	Association receives funds from VPB for operation	Reciprocal charges only for shared services	none
Dispute Resolution	Describes mechanisms to reduce and resolve disputes that might arise - see recommendations 3.1.4 and 3.5	Foundation Principle - Good Faith arrangements which foresee and prevent potential problems For disputes regarding the interpretation of the Agreement: Level 1 -Mediation Level 2 -Arbitration - 3 member panel Nothing for disputes on day-to-day operational issues - parties to use their best effort to resolve these matters and evaluate their effectiveness annually in Partnership Review		
Catchment Area	Defines the primary target population for service and program planning - see recommendation 2.3	Consider historic, cultural and economic lines as well as physical lines when drawing the map. All neighbourhoods of the City are to be included in a catchment area. Overlaps in catchment areas may occur, particularly for centres with unique major facility or program features which draw from a larger catchment area.		
Revenue sharing - "Equity Fund"	Describes a mechanism for redistributing revenues to support city-wide recreation service needs - see recommendation 4.2	Fund created, held in trust and administered by joint committee to equalize distribution of resources available for recreation programs. Funding source: - \$ 1 per association member - 10% of gross facility rentals at centres - 1% of recreation program revenue		VPB to redistribute

Topic	Description	Model A	Model B	Model C
Communications	Outlines responsibilities for communications with various groups - see recommendation 3.3	Protocols to be established for communications between: <ul style="list-style-type: none"> <li>- VPB and Association</li> <li>- VPB and third parties</li> <li>- Association and third parties</li> <li>- Between Associations</li> </ul> And for dealing with serious incidents		
Reporting	Describes obligations to provide information - see recommendation 3.4	Each party to provide annual report, minutes of meetings. Association to provide a business or strategic plan on a periodic basis. VPB to report on city-wide recreation initiatives or other matters which affect Associations.		
Financial Consistency & Reporting	Describes fiscal year end and reporting requirements for financial information - see recommendation 4.1	Consistent year end of Dec. 31. Associations to provide to Park Board annual independently audited financial statements, reflecting generally accepted accounting principles		
Programming	Outlines program responsibilities including setting of fees, quality standards, measuring participation, needs assessments, community mapping and evaluation - see recommendation 2.1	Association	VPB	
Memberships	Outlines Associations memberships for participation in association programs at the centre - see recommendation 2.2	Memberships required for participation in Association programs. Membership in one Association to be recognized by all other Associations for the purpose of participation in programs membership fees to be set by Association.		
Core Service	Defines the core service for service delivery - see recommendation 2.4	Pending - Committee recommended to be struck		
Agreement Management	Outlines terms for renewals, amendments, termination of agreement - see recommendation 3.1	Amendments to the Agreement in writing. Termination by consent of both parties, or by one party on three months notice to the other or for breach		
Review and Evaluation	Describes mechanisms for evaluation - see recommendation 3.2	Annual Partnership Review covering key areas of governance and accountability and steps to improve any matters agreed as deficient or capable of being improved, including: <ul style="list-style-type: none"> <li>- Association community representation</li> <li>- Association Constitution and By-laws</li> <li>- Association financial reporting</li> <li>- Association governance</li> <li>- Association communication with community, other Associations and VPB</li> <li>- Association business or strategic plan and any special projects</li> <li>- VPB communications with Association</li> <li>- VPB support to Association</li> <li>- Mutual existence, effectiveness and harmonization of operational, conflict of interest and dispute resolution policies and practices</li> <li>- Mutual employment practices</li> <li>- Recreation programs</li> </ul>		
Recognition	Describes how the parties will recognize the partnership - see recommendation 3.8	Consistent public notification of partnership including in correspondence to third parties, public events, public notices, publications and marketing. Annual celebratory event for partners.		

## Appendix 4 – Program, Membership and Staffing Review

### Programs, Membership and Staffing Research Sub-committee Report

Surveys were sent out to all twenty Community Centres (not including Ray Cam, Britannia or the VAC) requesting information on program course offerings and cancellations, programs sponsored by other funding sources, memberships and acceptance of other memberships, as well as staffing levels.

It was challenging to compile some of this information, as there isn't a consistent or standard method of gathering these kinds of statistics.

#### 1. Programs

In the analysis of the 2001 program course offerings the program information was gathered on a Fall, Winter, Spring, Summer seasonal basis and included twenty categories of course offerings broken down into the age groups of Pre-school, Children, Youth, Adults, Seniors and Mixed/All.

The total number of Association operated programs on a citywide basis for each season is as follows:

Fall	4,914
Winter	4,106
Spring	4,558
Summer	<u>3,639</u>
<b>Total</b>	<b>17,217</b>

Overall, the top eight of twenty program categories were as follows:

Performing Arts	16%
Sports	13%
Fitness/Aerobics	12%
Creative Arts	8%
Social Recreation	8%
Education	6%
Special interests	5%
Workshops	5%

#### Program cancellations

The total number of cancelled courses on a citywide basis each season is approximately 10% of the total program course offerings.

Programs sponsored in part or full by provincial government, corporate or other sources

(i.e.: HRDC, Social Planning, Human resources, Vancouver Foundation, CMHC, Provincial grants, Local Businesses, MCFC, COV Child Development office, Community Services Grant, Neighbourhood Matching Funds, Civic Youth Strategy, Kidsafe, VanCity). These sources fund a variety of programs, including many social services such as childcare which the Associations provide.

Van East	\$1,871,005.72
Queen Elizabeth	\$ 300,268.80
Stanley	<u>\$ 158,578.61</u>
Total	\$2,329,853.13

## **2. Memberships**

The total number of Memberships was compiled for the categories of Adults, Seniors, Children, Youth and Families. Approximately 53 % of the Community Centre Association members are Adults followed by Children at 25%, Seniors at 11%, Youth at 9% and Families at 2%.

### **a) Membership Sharing**

In a review of the twenty Community Centre Association Memberships and reciprocal memberships the findings are as follows:

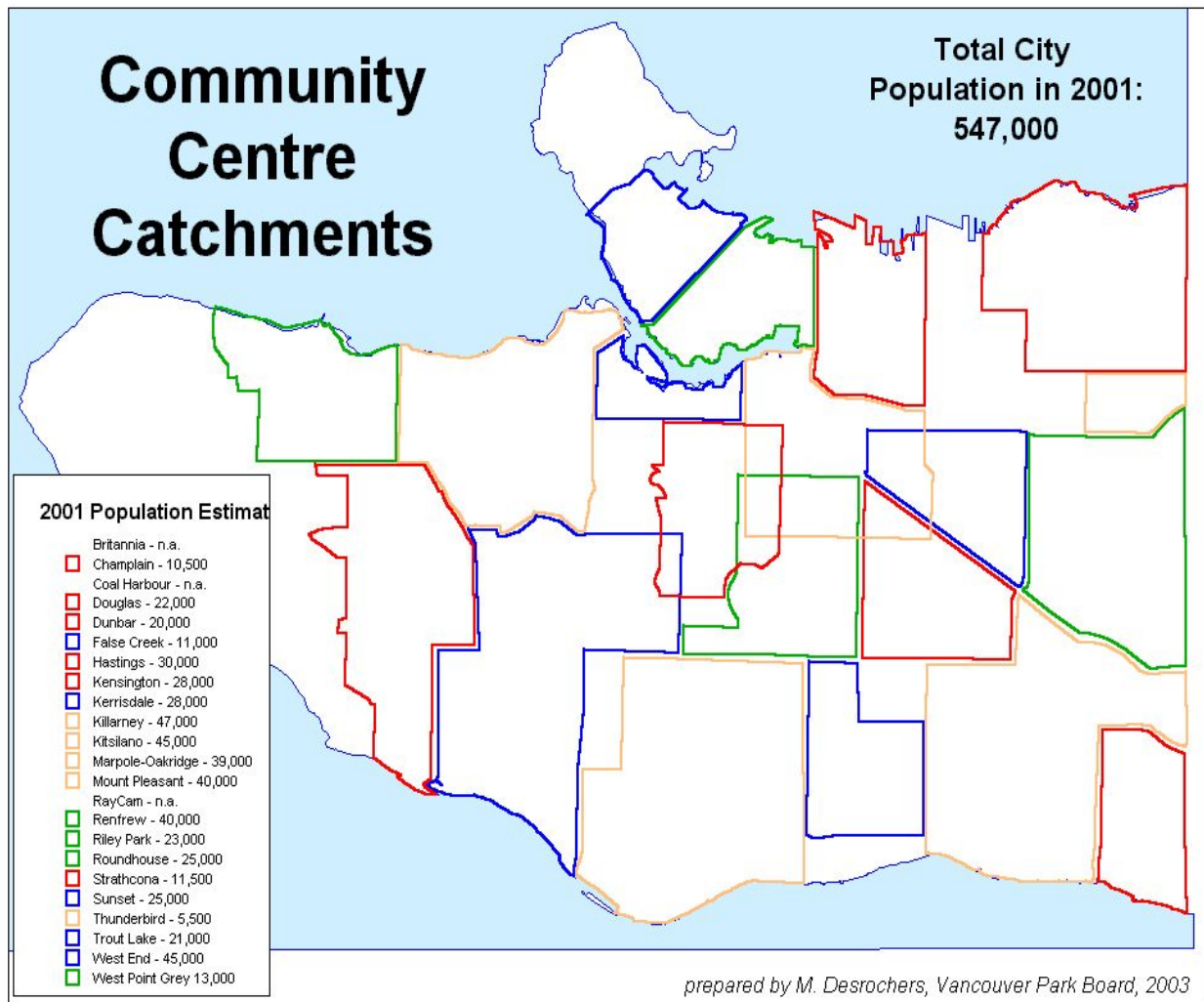
Eight Community Associations only accept their own memberships; three Community Associations accept all memberships for access to the fitness centre only; two Associations accept memberships from all Community Associations; and the remaining seven Community Associations vary in accepting other memberships within the local vicinity.

## **3. Staffing**

The information gathered on staffing levels for the Association and Park Board are as follows:

Full time Association	2%
Part time Association	10%
Association Instructors	61%
Full time Park Board	7%
Part time Park Board	21%

## Appendix 5 – Current Community Centre Catchments



## Appendix 6 – Financial Review

### Joint Operating Agreement Task Force Research Task Group - Finance

#### SOURCE OF INFORMATION:

Community Association financial statements for the year of 1999, 2000 and 2001  
Park Board operating budgets and expenditures of Community Centres for 1999, 2000 and 2001

#### FINDINGS:

##### Revenue

(1) The total revenue (funds) collected by Community Associations and Park Board for community recreation services based on 3 year average were:

Park Board	- property tax	\$10,733,640	46%
	- user fees	\$ 1,173,797	5%
Community Associations		\$11,443,635	49%
<b>Total</b>		<b>\$23,351,072</b>	<b>100%</b>

(2) Community Associations revenue - significant portion was collected from program services (83-91%) though the amount collected varied among associations. Community Associations in Queen Elizabeth District collected the highest amount of revenue (\$5,194,112).

(3) Park Board Revenue were mainly from property tax from City of Vancouver and Park Board allocated 21% (\$2,548,947) to Stanley District, 40% (\$4,784,631) to Queen Elizabeth District and 39% (\$4,573,860) to Vancouver East District.

##### Expenditures

(1) The total expenditures incurred by Community Associations and Park Board in community recreation services based on 3 year average were:

Park Board	\$12,567,476	52%
Community Associations	\$11,470,205	48%
<b>Total</b>	<b>\$24,037,681</b>	<b>100%</b>

(2) Community Association expenditures were broken down as follows with 85-90% in program and 10-15% in non-program costs.

Program	\$ 7,589,507	66%
Wages/salaries	\$ 2,088,853	18%
Administration	\$ 821,957	7%
Amortization	\$ 404,311	4%
Advertisement	\$ 439,632	4%
Maintenance	\$ 52,910	
Training	\$ 72,035	1%
<b>TOTAL</b>	<b>\$11,470,205</b>	<b>100%</b>

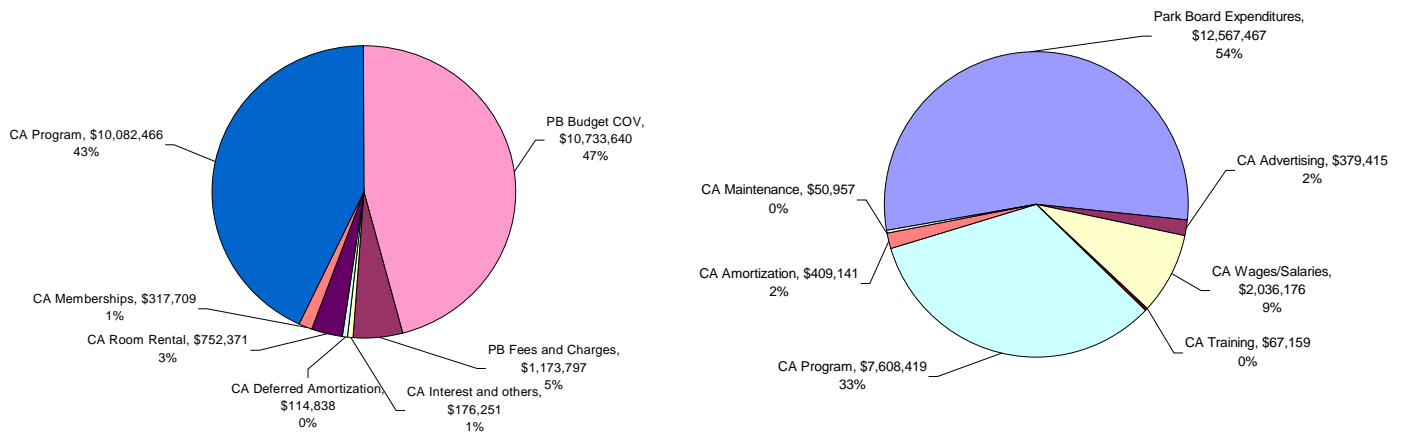
Non-program costs were mainly made up of administration, conference/training and advertising and brochures.

(3) Park Board expenditures - \$12,567,476 were direct program expenditures. Administrative costs of community recreation services were not included as they were combined with the Park Board administrative costs. Major components of Park Board program costs were payroll (73-78%), supplies (10-16%) and utilities (8-12%).

(4) Park Board program expenditures by district and type were as follows:

By District:		
Stanley District	\$ 2,706,547	22%
Queen Elizabeth District	\$ 4,919,992	39%
Vancouver East District	\$ 4,940,937	39%
<b>TOTAL</b>	<b>\$12,567,476</b>	<b>100%</b>
By Type of Expenditures:		
Payroll	\$ 9,577,509	76%
Utilities	\$ 1,261,539	10%
Supplies	\$ 1,691,268	14%
Equipment	\$ 37,160	0%
<b>TOTAL</b>	<b>\$12,567,476</b>	<b>100%</b>

### Revenue and Expenditures Charts – Parks Board and Community Associations



**Revenue – 3 Year Average**

**Expenditures – 3 Year Average**

### Year End Positions

(1) The three year average surplus (deficit) of the combined 20 Community Associations by District were as follows:

Stanley District	\$190,280
Queen Elizabeth District	\$240,359
Vancouver East District	<u>(\$138,550)</u>
	\$292,089

(2) The three year average surplus (deficit) of the combined community centres operating budget of the Park Board by District were as follows:

Stanley District	(\$144,777)
Queen Elizabeth District	(\$135,361)
Vancouver East District	<u>(\$367,077)</u>
	(\$647,215)

Park Board spent above its funding levels in recreation community services.

#### Expenditures Per Capita – based on City Population

	City Population of JOA Community Centres (does not include Britannia & Ray Cam)	Community Association Expenditures per Capita	Park Board Recreation Community Expenditures per Capita	Total Expenditures per Capita
Stanley District	81,000	\$12	\$33	\$45
Queen Elizabeth District	211,000	\$26	\$23	\$49
Vancouver East District	233,000	\$21	\$21	\$42
TOTAL	525,000	\$22	\$24	\$46

#### Expenditures Per Capita – based on existing Centre catchment areas

	Population within at least one of JOA Community Centre catchment areas (does not include Britannia & Ray Cam)	Community Association Expenditures per Capita	Park Board Recreation Community Expenditures per Capita	Total Expenditures per Capita
Stanley District	81,000	\$12	\$33	\$45
Queen Elizabeth District	196,500	\$28	\$25	\$53
Vancouver East District	224,500	\$22	\$22	\$44
TOTAL	502,000	\$23	\$25	\$48

#### LIMITATIONS OF THE REVIEW:

(1) Inconsistency in reporting - the financial statements of Community Associations and the financial records of the Park Board, in some cases, were not consistent in grouping, timing, capitalization of expenditures and revenue. The Associations had different year-ends and so the statements might not represent exactly the same time period, although each accounting period represented 12 months of operations. External auditors audited some statements, some were prepared by external accountants but not audited and Association staff prepared some.

(2) The financial data of the Park Board included revenue and expenditures of community centres only. It did not include indirect administrative costs such as District office expenditures or expenditures in arena and aquatic operations.

(3) In 2000, there was a 7-week labour dispute that was an unusual disruption to Park Board and Community Associations financial data.

(4) The Joint Operating Agreements outlined the catchment areas of each community and was used here to compare to the financial data and were provided for additional information. The source of the population values in each catchment area and district were provided by Statistic Canada for the year 2001. This might not be representative of the usage of the centre. Users might be mobile and move outside the catchment area or outside the City limits to access services.

(5) Neither the Park Board nor Community Associations financial data reflected values and contributions made by volunteers.

**Definition of District:**

- Vancouver East District:
  - Hastings,
  - Champlain Heights
  - Kensington
  - Killarney
  - Mount Pleasant
  - Renfrew
  - Strathcona
  - Thunderbird
  - Trout Lake
  
- Queen Elizabeth District:
  - Douglas Park
  - Dunbar
  - Kerrisdale
  - Kitsilano
  - Marpole/Oakridge
  - Sunset
  - West Point Grey
  - Riley
  
- Stanley District:
  - Coal Harbour/ West End
  - False Creek
  - Roundhouse

