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September 6, 2017

Dear CCA Presidents and Directors,

**Re: Signing Deadline and Outstanding Concerns with Joint Operating Agreement**

With less than one month from the Joint Operating Agreement (JOA) signing deadline of September 30, 2017, I would like to further extend the open offer for you to connect with me or my team if you have additional concerns with the JOA. Over the next three weeks, my team and I are available to support you with whatever you need to meet the upcoming signing deadline. We eagerly await any questions you may have.

For those of you who have already signed the JOA or approved it in principle, we are looking forward to working with you to support your communities under our new agreement. Although my first year with Park Board has flown by, I am already so encouraged by the positive changes I am seeing in how we work together. Thank you!

I enjoyed meeting you and your boards this summer and discussing the ideas you have for your communities, and I look forward to following up on these discussions. Your commitment to volunteerism in your community is impressive.

For additional certainty, the body of the JOA is consistent among all CCAs and has been processed by the Park Board and approved on April 10, 2017. Staff received direction from the Park Board at that time to implement the JOA. As some CCAs have expressed concern that the body of the JOA may change, we wish to clarify that there will be no changes to the body of the JOA, and the deadline remains September 30, 2017.

In the meantime, I offer a few points of clarification to the concerns that have been raised along with what has been officially submitted to the Park Board.

- **Concern 1: Use of retained earnings.** The requirement for CCAs to spend all surplus revenue within five years, which was included in the first drafts of the JOA, has been removed. We are only requesting that you create a plan for reinvesting surplus revenue back into the system, keep the plan updated and make it available to the public. As we stated in a letter sent to you on June 12, 2017, we are always open to discussing your plans for reinvesting any retained earnings you may have back into the system.
- **Concern 2: Ability of the Park Board to terminate the JOA.** The new JOA includes a number of additional protections, including notification of breaches and a cure period. This is a substantial change from the current JOAs, which allow the parties to terminate the JOA for any reason on 3 months' notice with no cure periods. If a CCA were to disagree that there has been a breach they would have access to dispute resolution under the new JOA. Access to dispute resolution is another significant protection that is not included in the current JOAs.

- **Concern 3: Ability of the Park Board to evict a CCA from their community centre.** Some CCAs expressed concern that the Park Board can remove a CCA from all or a portion of the community centre if the Park Board has concerns that the CCA can manage the space in a safe, professional and compliant manner. The JOA does not include any wording that allows the Park Board to take *existing* space away from a CCA or terminate the JOA, except in the case of a material breach.

To clarify, the sections of the JOA that relate to whether the CCA can manage space in a safe, professional and compliant manner are only related to *expanding* current facilities (for example, the new childcare centre at Kensington) or *replacing* facilities (for example, a new community centre). In those circumstances, we will work with the CCA to assess the new space, determine whether it is consistent with what is currently programmed and amend the JOA as needed.

- **Concern 4: Term and renewal.** The term and process at renewal are critical components of the new JOA and it would not be possible for us to create another perpetual agreement like the current JOAs. The term and renewal were extensively discussed during the consultation phase, and we note that the length of the term doubled from an initial 5 years to 10 years at the request of some CCAs during consultation. This reflects the need for touch-points between the parties during the lifetime of the agreement.
- **Concern 5: Park Board infringement on the autonomy of the CCAs.** In the JOA, CCAs are asked to adopt and comply with good governance policies, for example, conflict of interest, responsible use of funds and succession planning. The governance and conduct policies in the JOA are typical of arrangements between the City and community service providers or non-profits. As we are working together to provide services to the public using publicly-funded assets, good governance is critical to ensuring that the CCA's exclusive use of space is for purposes that benefit the community.
- **Concern 6: Mutual responsibility for service provision.** The new JOA makes several commitments for the Park Board to support the CCAs with programming and providing services to the public, including system-wide planning sessions and formal opportunities for CCAs and their boards to provide feedback to the Park Board. As well, the JOA states that “the parties agree that it is in their mutual interest to work cooperatively to ensure the successful and financially sustainable offering of Programming and services from the Jointly Operated Facilities and to improve community engagement and participation through the Jointly Operated Facilities.”



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For those of you with outstanding concerns about the JOA, I hope this will provide you with additional assurance over the coming weeks as we work toward the signing deadline together. If there is anything else we can do to support you, please do not hesitate to reach out to staff and let us know how we can help. Our doors are open!

Sincerely,

A handwritten signature in black ink, appearing to be "Donnie Rosa". The signature is somewhat scribbled and loops around.

Donnie Rosa  
Director of Recreation - Vancouver Board of Parks and Recreation

Copy to: PB Senior Management Team  
PB Recreation Management Team