



Summary of Changes from Draft 2 Joint Operating Agreement (JOA) to Amended Final Draft JOA

This document tracks all changes made to the Draft JOA since September 10, 2016, up to and including the changes incorporated into the Amended Final Version Joint Operating Agreement (January 12, 2017). It does not specifically list general wording changes that were made to the JOA to increase readability or consistency of the document or for clarification.

Whereas

- The Community Centre Association (CCA) or the Association is defined as a valuable community-based “registered society with an elected Board of Directors” rather than a “non-profit entity.” This change was made to better define the Association, at the request of some CCAs.
- Based on CCA feedback, a statement about the mutual interest of the parties to work cooperatively to ensure the successful and financially sustainable offering of Programming and Services from the Jointly Operated Facilities was included.
- Acknowledgment that this Joint Operating Agreement (JOA), or the Agreement, replaces the previous JOA was included based on CCA feedback. The Prior JOA is defined in the Agreement and an acknowledgement regarding the continued existence of the Indemnity Agreement was added to the Entire Agreement clause.

1. Definitions

- (b) “Applicable laws” was revised to specify that policies include governmental policies. Some CCAs requested that policies be deleted, but many governments apply policies as law or to help interpret law, so they would be applied as if binding by those government bodies. “Governmental” was added to policies to reflect that there are federal, provincial and municipal policies that may apply to the parties.
- (e) “Association staff” has been changed to “Association Personnel” throughout the document to include staff, volunteers and contractors in one group. This term was changed based on CCA feedback. Some CCAs had requested “Association employees,” but since CCAs have contractors as well, a more inclusive definition was used.
- (f.iii) Under “Authorized Deductions,” the addition of “any applicable Registration subscription fee on transactions that are processed through the Registration System” replaced existing wording regarding subscription fees to ensure revenue not processed through the Registration System was excluded from deductions.
- (g) A definition of “Breaches” was added based on CCA feedback.
- (j) A definition of “City Networks” was added to include all wired and wireless information networks for City information technology operations. This was included to reflect updated IT operations and to streamline wording in the body of the document.
- (k) A definition of “Centrally Processed Revenue” was added to include a reference that dealt with only revenue processed through the Registration System and to specify certain exclusions requested by some CCAs. Centrally Processed Revenue is used in the document (to replace certain references to Facility Generated Revenue) where a more limited scope of revenue was being referred to. As requested in CCA feedback, vending and concessions, Licensed Childcare (optionally excluded) and all donation, grant, bequest, fundraising and membership fee revenue are excluded unless the Association elects to process such revenue through the Registration System. This allows differentiation from “Facility Generated Revenue.”

- (l) A definition of “Common Spaces” was added to define interior areas of the Entire Facility that are used to access Jointly Operated Facilities (e.g., hallways and washrooms). Common Spaces are to be used in accordance with the current practice of the parties. This definition was added to address the change from a map in Appendix A to a list of spaces, and based on CCA feedback. Common Spaces are described in Appendix A.
- (m) “Community Centre Investment Fund” is allocated to achieve Public Policy goals and/or increase equity across the Community Centre Network. This was specified based on CCA feedback.
- (p) “Effective Date” has been changed from April 1, 2017 to September 1, 2017 so implementation coincides with a programming cycle and to allow ample time between the new signing date of March 31, 2017 and implementation.
- (r) The definition of “Facility-Generated Revenue” now excludes bequests, interest and investment income and rental deposits. This change was made as a result of CCA feedback. Revenue that is generated from Programming and services at Satellite Locations and offered independently by the Association (i.e., without the involvement or assistance of the Park Board or Park Board Personnel) is also excluded. This ensures that in addition to the previously stated types of revenue, bequests and Programming and Services not related to the Park Board are exempt from contribution to the Community Centre Investment Fund.
- (t) A definition of “Fixtures” was added to clarify what equipment and assets the Association owns. This was added at the request of some CCAs.
- (v) A definition of “Identity Management” was added to describe how access is controlled in an IT system. This definition was added to reflect current IT operations for users of City systems.
- (w) A definition of “Indemnity Agreement” was added to reference the existing Agreement. This was added at the request of some CCAs.
- (x) A definition of “Input” was added based on CCA feedback. The definition of Input includes how Input will be provided and considered by the parties. This term was added at the request of some CCAs, but has been amended to ensure that this process can be complied with in normal operations and is flexible based on the nature of an issue.
- (y) A reference to the definition of “IT Assets” in Section 16.2 was added to include information technology infrastructure. This reference was added to reflect current IT operations and to streamline references to different types of IT Assets in the document.
- (gg) The definition of “Park Board Employees” was changed to “Park Board Personnel” to match the term being used for the Association Personnel.
- (jj) The definition of “Public Policy” was adjusted to specify Park Board Commissioners. This change was made to reflect the specific role of the Park Board Commissioners in setting policy, priorities and objectives for the recreation system.
- (mm) A definition of “Renewal Term” was added to streamline references for renewals and to clarify that the meaning is discussed in Section 3.2.
- (nn) The definition of “Satellite Locations” was clarified for ease of readability.
- (qq) “Retained Earnings” has been changed to “Surplus Revenue.” This definition was changed at the request of some CCAs to use a different term rather than Retained Earnings. Surplus Revenue was chosen specifically since it is not a formal accounting term but still captures the intent of revenue generated beyond required expenses.
- (uu) A new definition of “Vending Contracts” was added to reflect vending arrangements that became more apparent in the Appendices review process.

2. Legal Relationship

- The description of Legal Relationship was amended to specify that, once fully executed, the Park Board is granting to the Association the rights to non-exclusive use and occupation of the Jointly Operated Facilities on and subject to the terms and conditions set out in the Joint Operating Agreement. This was added for clarity and to reflect CCA feedback that there was no clear “right” to use the buildings.

3. Term of Agreement

3.1 Term

- Based on CCA feedback, reference to termination or adjustment of the Agreement was included to reflect that term and termination are connected. Some CCAs commented that the term and how the term ends needed to be more connected. Further discussion of termination is noted at the end of the JOA to reflect that it is a provision for the end of the Agreement.

3.2 Renewal

- Renewal was changed to clarify that the parties shall have two consecutive options (instead of “concurrent”) to renew the JOA. This change was made based on CCA feedback.
- Clarity about how changes to the Agreement are to be addressed at renewal was added. Amendments to the body of the Agreement (addressing all or most centres) will be addressed at the System-wide Planning Sessions. Amendments unique to each Community Centre or Appendices will be addressed by the Park Board and the CCA directly.

3.3 Process at End of Agreement

- Section 3.3 End of Term was added to provide clarification about the process at end of term or Agreement based on CCA feedback.
- The new Section 3.3 End of Term describes the rights of the Park Board and the Association in the event of non-renewal or termination. This addition notes that all outstanding payments between the parties will become immediately due and payable and subject to withholding. This language was added at the request of the CCA (language previously and still included in Termination section). Additionally, text was added to ensure that the parties work cooperatively to transition operations. This is to ensure minimal disruption to the public in the event of non-renewal or termination.
- The clause that allows for any new Agreement to be substantially based on the current Agreement was clarified, based on CCA feedback. This amendment was made to provide assurance that the parties can base the new Agreement at the end of the Term on the current or preceding Agreement if it has been appropriately agreed to by both parties.

4. Association Governance

- (a) Based on CCA feedback, the Association is described as a “Registered Society.” The requirement that the Association be a not-for-profit society was moved from other parts of the Agreement (previously used as a description) and specified in the Governance section. The wording currently listed (“the Association’s purpose will not include carrying on a business or for profit society”) is copied from the Societies Act. To account for new changes to the Societies Act, the Park Board added a requirement that the Association will not, without the prior consent of the Park Board, make an application to become a “member-funded-society” pursuant to the Society Act.

- A new section was added based on CCA feedback. This section clarifies that the Park Board agrees that the Association is a registered society and is bound by the terms of the Society Act and will not require the Association to act in contravention of the Society Act. The process for solving issues related to the Society Act is outlined. This includes that the parties will agree on an alternate course of action that is in compliance with the Society Act. The process for invoking the dispute resolution mechanism and arbitration is outlined. This section was added to address concerns of the CCAs that various provisions of this Agreement may result in the CCA having to be in breach of the Societies Act. While the Park Board does not see any conflict with the Act, we added this language to provide additional comfort to the CCAs.

5. General Obligations and roles of the parties

5.1 Mutual Obligations

- No changes were made.

5.2 Role of the Park Board

- (f) “Park Board Personnel” was added at the request of some CCAs to clarify the responsibility of the Park Board with respect to operations at the Jointly Operated Facilities.
- (h) Input from the Association regarding changes to the Jointly Operated Facilities will be considered in accordance with Section 13.1. Changes to this section reflect that the Park Board will consider that input when setting budgets. This was added based on CCA feedback.

5.3 Role of the Association

- “With respect to operations at or from the Jointly Operated Facilities” was added to increase clarity for the scope of the Agreement. Some CCAs have expressed concerns that this Agreement will influence their operations that are separate from the community centre so this language was added to clarify scope to just that of the Jointly Operated Facilities.
- (b) That the Association is responsible for “The staffing and directing of Association Staff, volunteers and contractors [...] including the scheduling of personnel and volunteers and scheduling of vacations taking into consideration the operational requirements of the Jointly Operated Facilities” was added at the request of the CCAs.
- “For greater certainty, this Agreement is not intended to restrict or limit the Association from conducting other activities which are outside the scope of this Agreement, including community advocacy” was added to provide reassurance that activities out the scope of this Agreement are not limited. This was added to provide further comfort to the CCAs about the scope of this Agreement.

6. Policies and Procedures

6.1 Corporate and Governance Policies

- Park Board Employees was changed to “Personnel.”

6.2 Changes to Public Policy

- If Public Policy is amended was added for clarity.

7. Programming

7.1 Access to Programming and the Jointly Operated Facilities

- Wording was amended for readability and clarity.

7.2 Programming Responsibilities

- The use of “other areas of the Entire Facility outside of the Jointly Operated Facilities” by the Association with prior written approval of the Park Board was added. This was added to reflect operations reviewed in the Appendices process, which showed that several CCAs operate programs outside of the Jointly Operated Facilities but still in the Entire Facility (for example, pool rooms).

7.3 System-wide Programs

- The definition of System-wide Programs was clarified based on CCA feedback. Programming cycles and the process for scheduling and implementation of System-wide Programs (through the normal Programming Committee process) is described. This section was put into bullet form and re-worded for readability and clarity at the request of some CCAs.
- Collaborative implementation was more clearly stated.
- It was added that where possible the Park Board will provide sufficient notice to the Association of which System-wide Programs will be implemented for a particular Programming registration cycle. This was added at the request of the CCAs.
- It was added that the Park Board will reimburse the Association within a reasonable period of time for out-of-pocket costs incurred for equipment or supplies. This was added at the request of some CCAs.
- For clarity, it was added that the CCA will not be required to discontinue any existing programming that is similar to System-wide Programs.
- That the Park Board will undertake a regular review of outcomes associated with System-wide Programs in collaboration with the Association was included as a result of CCA feedback.
- It was added that System-wide Programs will not begin before year 2 of the first Term of the Agreement (i.e., the second year the Agreement is in place). This is to allow time for the parties to discuss the programs and collaborate in their implementation.

7.4 Quality Control and Evaluation

- That the parties will work together to implement quality control mechanisms was added based on CCA feedback.

8. Association Membership

- The CCA is described as a registered society rather than a non-for-profit. This change was made at the request of some CCAs.
- At the election of the Association, CCAs may offer membership in the Association at the point of registration for Programming or services. This will ensure all users of the Jointly Operated Facilities have the option to become a member of the Association. The Association may charge for such membership at its discretion.
- For clarity, membership must be elected by a patron on an opt-in basis.
- The Association will have direct access to membership and user data information for the Jointly Operated Facilities. This was added at the request of some CCAs.

9. Use Allocation for Jointly Operated Facilities

- Priority in the allocation of space in Jointly Operated Facilities was added to ensure that not-for-profit community organizations with recreation, culture or arts purposes are prioritized over other not-for-profit community organizations. This was added based on CCA feedback.
- The reference to church groups was removed at the request of some CCAs.
- The Park Board or City of Vancouver will pay for additional out-of-cost expenses incurred by the Association related to priority short term, reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities. This was added at the request of some CCAs.
- Following the above addition, wording stating that the Park Board and City of Vancouver are not required to compensate the CCA for lost opportunity or revenue for use of priority, short term reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities was added for clarity.
- Any long term agreements approved after the effective date of the JOA will be noted in Appendix C. This was added to clarify the process going forward.

10. Childcare

- Changes for readability only.

11. Affiliated Groups

- A section about Affiliated Groups was added to specify that the Association may enter into arrangements for use of space in the Jointly Operated Facilities with other community-focused groups or clubs. This was included based on CCA feedback and to reflect current arrangements.
- The Association may not grant rights to use of space located outside of the Jointly Operated Facilities or place obligations on the Park Board without prior written consent.
- A clause was added stating that any arrangements between the Association and an affiliated group are subject to the terms and conditions of the Agreement. This was included to clarify that the Association may only grant rights to an affiliated group that the Association has itself (for example, the Association cannot grant rights to use space it does not control).

12. Human Resources

12.1 Association Personnel and Volunteers

- Association “Employees” was changed to “Personnel” throughout and the definition was revised at the request of some CCAs.
- Breaches were clarified to include negligence or willful misconduct, at the request of some CCAs.
- References to “save harmless” were removed at the request of some CCAs.

12.2 Delegation of Responsibility to Park Board

- Association “Employees” was changed to “Personnel” throughout.
- Other changes were made for readability.

12.3 Park Board Personnel

- A clause referencing collective agreements, individual employment contracts, City policies and applicable legislation was added. The clause states that the Association acknowledges that the

Park Board and Park Board Personnel are subject to the contracts stated above. This was included to ensure the City/Park Board can comply with its legal requirements to employees.

12.4 Role of Recreation Supervisor

- That the Recreation Supervisor “will work cooperatively with and on behalf of the Association to support the Association with delivery of its services” was added at the request of the CCAs. This was added to clarify how the Recreation Supervisor works with the Association in a way that reflects that direction can only be provided by the employer.

12.5 Hiring Decisions

- Language was added to specify that the unique attributes, needs and nature of the Jointly Operated Facilities and the neighbourhood being served will be considered when considering the qualifications, knowledge and skills of the Recreation Supervisor. This was added based on CCA feedback.
- At the request of some CCAs, wording was added to state that the Association will have Input into the selection of new hires to fill the Recreation Supervisor position.
- At the request of some CCAs, wording was added to clarify that the Park Board will engage with the CCAs to discuss and consider its views on any potential lateral transfers to fill the Recreation Supervisor position. The process for lateral transfers may be different than the process for new hires; this different wording reflects those processes.

12.6 Feedback and Issue Management

- The Association may provide feedback on the performance of the Recreation Supervisor when deemed necessary by the Association (and annually for performance reviews). This ability to give feedback whenever necessary was added at the request of some CCAs.

13. Renovations and Maintenance

13.1 Renovations, Upgrades and Maintenance of Jointly Operated Facilities

- To reflect actual operations, it was added that the Park Board has conducted building condition assessments for assets that are updated periodically and on a scheduled basis. Maintenance, upgrades and repair plans are based on the reports of building condition assessments.
- A more detailed clause outlining the process for CCAs to provide input into annual priorities for maintenance, repair and upgrades at the Jointly Operated Facilities and Common Spaces was added. Based on further CCA feedback, the Park Board will “use reasonable efforts to engage the Association as a stakeholder when making decisions about priorities for maintenance, repair or upgrades to the Jointly Operated Facilities or Common Spaces.”
- The Park Board will consider the Association’s suggestions when determining the annual priorities. This was added in response to some CCA’s request to be more involved in building upkeep decisions.
- The Park Board will share the list of annual priorities and anticipated maintenance, repair and upgrade work to be carried out at the Jointly Operated Facilities and Common Spaces, and will work with the Association to determine appropriate scheduling of the planned work and to manage impacts. This change was requested by some CCAs to allow for better planning.
- Based on CCA feedback, the Park Board will work with the Association to facilitate optional enhancement projects not within the scope of the annual repair, maintenance and upgrade plans. Final decisions for optional enhancement projects rest with the Park Board. This was added in response to CCAs comments that they occasionally have projects they wish to fund at the facility and would like more Park Board support to get those projects done. An escalation

process was included if the CCA is not satisfied that the Park Board is using reasonable efforts to facilitate the project.

- A clause was added that specifies how long maintenance or renovations to Jointly Operated Facilities used for Licensed Childcare was added. This clause was added in response to CCAs concerns that the work may need to be done on a more urgent basis to ensure no licencing violations. The current wording states that maintenance or repairs will be carried out within a reasonable period of time or shorter as required by the licensing authority.

13.2 Maintenance of Other Assets

- No substantial changes were made.

13.3 Planning for Surrounding Areas

- A new section was added to support the Park Board engaging with the Association and seeking feedback on planning for parks and recreational amenities in the vicinity of the Jointly Operated Facilities (i.e., Surrounding Areas). This section was added based on CCA feedback.

13.4 Art Installations and Murals

- Approval for art installation and mural proposals shall be in writing.

13.5 Vehicles

- Language was added noting that costs for vehicles that will be the responsibility of the Association are to be discussed in advance and before they are incurred. This language was added at the request of some CCAs.

14. Finance

14.1 Revenue

(a) Revenues and Cash Flow

- This section was amended to reflect new defined terms “Centrally Processed Revenue” vs. “Facility Generated Revenue”
- Items in the revenues and cash flow section were clarified, including specifying that bequests will be received by the Association. More clarity on what revenue will be received by the Association was added at the request of some CCAs.
- The definition of “Centrally Processed Revenue” was used to increase clarity that fees will only be deducted from revenue processed through the Registration System. Any unique circumstances regarding “Centrally Processed Revenue” will be noted in Appendix C.

(b) Vending Machine Revenue

- A clause was added to clarify that revenues received from vending contracts by the Park Board may be shared with the Association at a percentage split agreed upon by both parties.
- The added clause also specifies that the Association will abide by any exclusivity clauses included in vending contracts which prohibit the sale of a competitor’s products in the Jointly Operated Facilities and Common Spaces when applicable.
- A clause was added stating that vending in Common Spaces will be considered on a case by case basis.
- Revenue from vending in the Jointly Operated Facilities is for the benefit of the Association.

(c) Use of Revenue

- Based on CCA feedback, the CCA is described as a “registered society”.

14.2 Expenses

(a) Park Board Expenses

- “Repair” was added to upkeep and maintenance for equipment in the Jointly Operated Facilities that is not Association equipment, as requested by some CCAs.
- That all work involving repairs or alterations be in accordance with Section 13.1 was added for clarity.
- Other minor changes were made for clarity and to reflect the addition of “Common Spaces” as a defined term.

(b) Association Expenses

- The Association shall be responsible for “all costs and expenses in respect of any Satellite Locations, including any costs of renting, leasing, maintaining or repairing any Satellite location.” This was added for clarity.
- More specificity in the wording of this section was included for clarity.

(c) Staffing Cost Recovery Payment

- A new section was added for clarity and at the request of some CCAs.
- To the clause stating that the Park Board commits to obtaining Association approval for Staffing Cost Recovery Payment costs “and the positions to be covered” was added. Also, a clause stating that the “Association will advise the Park Board of its decision to approve or not approve the costs within 60 days of such request for approval from the Park Board” was added to ensure decisions can be made in a timely manner.
- Based on CCA feedback, the Park Board shall obtain, rather than seek the Association’s approval for Staffing Cost Recovery Payment costs and the positions to be covered on an annual basis.
- Based on CCA feedback, the Park Board’s right to adjust staffing levels to reflect a lack of funding and the impact on staffing levels was clarified.
- The Association is responsible to pay the full costs of Staffing Cost Recovery Payment employment for the full year “or a portion thereof, as applicable.” This additional wording was added at the request of some CCAs.
- Billing and dispute resolution for Staffing Cost Recovery Payment was clarified at the request of some CCAs.

14.3 Budgets and Records

(a) Operating Budget

- It was added that “prior to the end of a Fiscal Year” the Association will develop all budgets required for operations, roles and responsibilities related to Jointly Operated Facilities for the upcoming year. The Association’s budget is to include its estimated contribution to the CCIF so that it is planned for.
- Park Board budget approval was clarified to be subject to the Park Board Commissioners for clarity.
- Based on CCA feedback, it was added that the list of maintenance, repair and upgrade items prioritized for the Jointly Operated Facilities are included in the Park Board’s annual operating budget for the Jointly Operated Facilities that is provided to the Association. This ties in to the CCAs request to be more involved in setting priorities for the maintenance and repair of the facility.

(b) Capital Budgets

- No substantial changes were made.

(c) Record Keeping

- Satellite Locations or other locations contemplated by this Agreement are to be included in the Association's separate books of accounting. This was added in response to CCA comments and to clarify that the CCA only needs to keep one set of books and records for all its operations that fall under the scope of this Agreement.

(d) Financial Statements

- Audited financial statements can be provided within one week after the Association's Annual General Meeting or within 180 days of the completion of the Fiscal Year. The time period for providing financial statements was adjusted to provide more time based on CCA feedback.
- Audited financial statements are to be posted in a prominent location on the Association's website, and include grants, donations, bequests, fundraising and membership-fee-revenue and revenue generated at Satellite Locations.
- Statements will also include reports on savings and statements of Surplus Revenue.
- For completeness, "Income" and "account balances" were added to "expenditures" that the Association shall provide to the Park Board within 30 days of a request from the Park Board.

(e) Surplus Revenue

- The definition of Retained Earnings was changed to "Surplus Revenue" based on CCA feedback that Retained Earnings was not an appropriate term.
- A clause was added stating that the Association may allocate up to 3 months operating costs, or \$300,000 (whichever is greater) as an operating contingency that may be retained and carried forward. This clause was further adjusted based on CCA feedback to ensure that the dollar limit did not conflict with the need for 3 months' of operating costs.
- The requirement to spend Surplus Revenue within 5 years was deleted at the request of some CCAs. Instead, the CCAs are to report out publically on the expenditures of and plan for Surplus Revenue any related activities so the public may see how this money is being spent.

14.4 Grants

- Clarity was provided that new programs and/or capital projects require prior written approval for indemnity purposes.
- Grant revenue processed through the Registration System (at the option of the Association) will be subject to Authorized Deductions. This was added for clarity.

14.5 Community Centre Investment Fund

(a) Contribution to Community Centre Investment Fund

- The percentage of revenue for payment to the Community Centre Investment Fund has been stepped from 0% in the first year to 2% in the fifth year. This change to the annual payment was made based on CCA feedback and based on significant consideration by the Park Board.
- Renewal terms for the Community Centre Investment Fund shall be at 2% or a greater amount as agreed to prior to a Renewal Term.
- Based on CCA feedback, the purpose of the Investment Fund was clarified to include achieving the Public Policy goals of the Park Board and/or increasing equity across the Community Centre Network.

- The Community Centre Investment Fund will not be used to finance capital projects or provide supplemental funds to the budget of the Park Board. This was added at the request of some CCAs.
- The wording describing what the fund may be used for was simplified, at the request of some CCAs.
- As requested by some CCAs, a definition of “financial hardship” was included in this section to clarify the circumstances under which a CCA can apply for an exemption to contribution.
- The Park Board has the right to review books of account and other information to assess claims of financial hardship.

(b) Allocation of Community Centre Investment Fund

- No substantial changes were made.

14.6 Insurance

- No substantial changes were made.

14.7 Miscellaneous Operations

- No substantial changes were made.

15. Communications and Planning

15.1 Communications Between Parties

- No substantial changes were made.

15.2 System-wide Planning and Communication Sessions

- System-wide Planning Sessions may be used to consider any changes to the Agreement prior to a renewal term. This change was made in response to CCA questions about the process for amendment at renewal.

16. Information and Business Systems, Technology and Telecommunications

16.1 Registration System

- “Facility Generated Revenue” was changed to “Centrally Processed Revenue.”
- For clarification, it was added that all transactions processed using the Registration System will be subject to Authorized Deductions.
- Based on CCA feedback, it was added that the Association will have direct access to information from the Registration System related to their programs/services and membership.

16.2 Ownership of Systems

- Information technology infrastructure was added to the list of technology software that is owned, supplied, managed, maintained and repaired by the City on behalf of the Park Board. This was added to reflect updated IT operations.
- A clause was added to ensure that if Association-owned software is installed on City or Park Board computers, it requires prior written approval. If the software will connect to the City Network, it requires prior approval of the City IT department. This was added to reflect updated IT policies.
- Any computer equipment purchased by the Association may not be connected to City Networks or other internet service, except for City public wifi. This was added based on updated IT policies and because other wifi services have been shown to disrupt public wifi.

16.3 Security Systems

- No surveillance, security or monitoring systems or technology can be installed in Common Spaces. This was added to reflect the new defined term of Common Space.

16.4 Management of Data

- A new section was added stating that the parties commit to the cooperative and proper joint management of data and personal information. The parties acknowledge and agree that data and personal information collected will be managed in compliance with Applicable Laws and used for the original purpose for which it was collected. This was added to reflect the sensitive and shared use of personal data by both parties and to ensure the parties work together to meet legal and IT policy requirements.

16.5 Use of Business Systems and Information Technology

- (a) A clause was added stating that use of all IT Assets must be compliant with Applicable Laws to cover Freedom of Information and Protection of Privacy concerns.

17. Ownership of Community Centre Assets

17.1 Community Centre Facility

- Definition of Fixture used here (definition added at the request of some CCAs).
- No other substantial changes were made.

17.2 Equipment and Assets

- The definition of chattels was changed to “personal property other than fixtures”, based on CCA feedback. Fixtures is now a defined term.
- Equipment or assets purchased by the Association, purchased by an affiliated group, 3rd party contractor or arms-length leasing party, or donated to the Association is the personal property of the Association as of the Effective Date. This was added and adjusted based on CCA concerns regarding donated equipment.

18. Dispute Resolution

18.1 Dispute Resolution Process

- No substantial changes were made.

18.2 Arbitration

- No substantial changes were made.

19. Brand and Brand Protection

- No substantial changes were made.

20. Changes to Jointly Operated Facilities

20.1 Additions to Entire Facility

- No substantial changes were made.

20.2 Reduction in Jointly Operated Facilities

- No substantial changes were made.

20.3 Replacement of Jointly Operated Facilities

- This section was amended to state that if a facility is to be closed and directly replaced with another facility to be used for a similar purpose, then the JOA will automatically transition to the new replacement facility and the term will continue unaffected. The JOA will be amended as necessary to address any changes to the facility and operations. The Park Board and Association will discuss the new arrangements before the closure of the existing facility.
- Automatic transition of the JOA to the new replacement facility will not occur if the CCA is or has been in sustained breach of the JOA or if the Park Board holds reasonable concerns regarding the Association's ability to operate the replacement facility in a safe, professional and compliant manner.

20.4 Closure of Jointly Operated Facilities

- The existing clause for closure and relocation of facilities was amended so that it now addresses only the closure of facilities, where they are not being replaced. If the Jointly Operated Facilities are closed during the term, the JOA will end.

20.5 Renewal and Termination of Lease

- No substantial changes were made.

21. Termination or Non-Renewal

- Based on CCA feedback, this section has been broken out into two sections to provide for specific provisions for Association breaches and for Park Board breaches.

21.1 Breach by Association and Park Board's Right to Terminate

- This section was broken into bullets to increase readability at the request of the Association.
- It was added that the Association must make reasonable and diligent efforts to resolve the breach in a manner satisfactory to the Park Board in a timely manner.
- The Park Board may terminate the Agreement with a minimum of 90 days prior written notice in the event of a sustained, material, un-remedied breach of the Agreement (unless it will reasonably take longer than 90 days to remedy the breach).
- In the event of emergency, the Park Board may take reasonable action to cure a breach on behalf of the Association at the expiry of the notice period or sooner as may be specified in the notice of breach.
- If the Association commences to remedy the breach, it will immediately notify the Park Board of the steps it will take to remedy the breach.
- It was added that the Association will work cooperatively and in good faith with the Park Board to ensure minimal disruption to the public in the event of termination.

21.2 Breach by Park Board and Association's Right to Terminate

- At the request of some CCAs, a new clause was added to specify the Association's right to terminate the agreement.
- At the request of some CCAs, the Agreement requires the Park Board to make reasonable and diligent efforts to resolve a breach that it is notified of by the Association. The Association may terminate the Agreement if the breach is not satisfactorily resolved.
- It was added that the Association will work cooperatively and in good faith with the Park Board to ensure minimal disruption to the public in the event of termination.

22. Notices

- Notices, approvals or requests permitted under the Agreement are to be provided in writing. Standard notice provisions were included.

23. Termination of the Prior JOA

- For clarity, a new section was added stating that this Agreement replaces the Prior JOA and the prior JOA is terminated with effect on the Effective Date of the new JOA.

24. Miscellaneous

24.1 Governing Laws

- No substantial changes were made.

24.2 Enurement

- No substantial changes were made.

24.3 Severability

- No substantial changes were made.

24.4 Non-Derogation

- No substantial changes were made.

24.5 Time of the Essence

- No substantial changes were made.

24.6 Captions

- No substantial changes were made.

24.7 Interpretation

- No substantial changes were made.

24.8 Waiver

- No substantial changes were made.

24.9 Entire Agreement

- It was added that the parties acknowledge and agree that the Indemnity Agreement continues to be in full force and effect, subject to the terms and conditions of that agreement, and has not been modified in any way by this Agreement. This was added for clarity and at the request of some CCAs.

24.10 Assignment

- No substantial changes were made.

24.11 Independent Legal Advice

- No substantial changes were made.

24.12 Collective Agreements

- No substantial changes were made.

24.13 City as Public Body

- No substantial changes were made.

24.14 Permanent Public Park

- No substantial changes were made.

Appendix A: Jointly Operated Facilities

- A clause was added stating that Common Spaces will continue to be used jointly by the parties in accordance with current practice. This was added based on CCA feedback from the Appendices process.
- Additional wording provided by the CCAs was added to allow the CCAs to use common spaces for displays, ticket sales, special events etc.

Appendix B: Access Policy

- A clause was added stating that “notwithstanding any discounts that the Park Board may have applied to the purchase of the Flexipass” the below amounts will be reimbursed to the applicable CCA. This was added based on CCA feedback.

Appendix C: Issues and Financial Matters Specific to Association

- See individual appendices.

Appendix D: Operational Details for ActiveNet

- The definition “Facility Generated” revenue was changed to “Centrally Processed” revenue throughout the section based on CCA feedback.
- The Park Board and/or City must provide written reasons as to why changes are not practically feasibly to resolve non-technical issues and issues raised by the CCAs.