

Vancouver Park Board / Community Centre Associations - Joint Operating Agreement - CCA Feedback

June 28 – Human Resources, Facilities¹

VPB DRAFT 1 - Human Resources

CCA’s Role

The CCA will continue to be the employer of CCA contractors, instructors and staff (“CCA staff”) and will be responsible for all employer and contractor related liabilities. The CCA will retain final authority over employment matters with respect to CCA staff, including hours and conditions of work, hiring, discipline, control and termination.

The CCA will be responsible for volunteers engaged to support CCA activities, including appropriate screening and oversight, unless formally delegated to the Park Board.

Where Park Board staff are overseeing the duties of CCA staff and/or CCA volunteers, the CCA will officially designate the Park Board as the CCA’s designate with a full description of what the delegated authority includes.

The City and Park Board will not indemnify the CCA for liabilities arising in relation to the CCA’s relationships and obligations to CCA staff or CCA volunteers (i.e. statutory and regulatory liability).

The CCA will indemnify the City and the Park Board for breaches of employment or service contracts or any statutory obligations related to CCA staff or CCA volunteers (including liability, court-ordered costs, damages etc.), excluding those that are the result of the negligence of City or Park Board employees.

The CCA will also obtain appropriate insurance coverage for employment and contractor risks and provide evidence of this coverage to the Park Board.

Comments Received
• Clarify CCA role vs Park Board role re: staffing
• CCAs are not employers of contractors and instructors (language needs to be clarified)
• Clarify “screening of volunteers” and CCA role
• Bullet 3: Clarify who is accountable re: duties that have been delegated
• Bullet 4 and 5: should be reciprocal
• Need guidance on appropriate insurance coverage
• Bullet 3: clarify what does “officially delegate” mean

• 1 Where CCA comments are identified, the comments were provided by way of the on-line survey

<ul style="list-style-type: none"> • Bullet 5: “negligence” should be broader, include “caused by City/PB staff”
<ul style="list-style-type: none"> • Add language around term for last bullet (on insurance coverage). Concern re: costs and requirement levels which may change over time. Add requirement to provide notice for these changes.
<ul style="list-style-type: none"> • Add all Group 1 costs are to be approved by CCA Board.
<ul style="list-style-type: none"> • [Sunset] all group 1 restricted to the original JOA positions. when a historic CCA position is suddenly deemed to be a union position it is detrimental to the CCA. PB to carefully manage PT group 1 employees to ensure permanent status is not triggered without consent of the CCA PB to be responsible for the efficient deployment of group 1 staff- no 4 hour call outs for one hour of work. CCA to pay only the hours worked.
<ul style="list-style-type: none"> • [West Point Grey] Bullets #2 to #5: a) PB needs to provide complete information regarding CCA's responsibility for volunteers. Per current practice, WPGCA is informed by staff that volunteer coordination is under the usual PB staff responsibilities [ie. Programmer III position] and therefore, cannot be done by CCA staff. CCA must therefore, in reality, delegate these responsibilities to PB and incur Group 1 wages of a Programmer III to do this. Will the above change this? b) Will the above change the indemnity of volunteers set out in the current Indemnity Agreement dated February 2, 2000? If so, what is the rationale? Does PB not want to have volunteers involved at community centers? Is community engagement not part of PB goals? Complete information needs to be provided and discussed with the CCAs please.
<ul style="list-style-type: none"> • [West Point Grey] Based on our current Indemnity Agreement, this HR piece will mean serious down- loading of current PB liability onto CCAs if indeed PB wants to change the current Indemnity Agreement – If PB wants CCAs to have separate and independent liability insurance and indemnity, CCAs should not have to pay for these additional costs - please insert a term reflecting this. Under this proposed new arrangement, CCAs will likely have to engage independent professional HR services unless the current practice of PB providing HR resources via the Supervisor, the Area Manager, City Manager and City staff continues. If such PB services will no longer continue, then PB needs to make this very clear and provide complete information to the CCAs that what PB is seeking is not only a change in our current JOA but also a change in our current Indemnity Agreement and current HR practice. And if so, CCAs should not have to bear the increased costs that will entail. PB must be prepared to pay the increased costs for the CCAs resulting from this change or alternatively, make suitable arrangements for HR resources to be made available to CCAs - please insert a term reflecting this.
<ul style="list-style-type: none"> • [Killarney] clarification of language needed in Bullet 1. CCA instructors. Are they employees or contractors. Bullet 2. CCA volunteers. What does PB consider to be appropriate screening and oversight. Bullet 3. If PB has been delegated to oversee CCA "staff" or "volunteers" why should CCA be liable for anything? Bullets 4 & 5. Should be reciprocal. Bullet 6. PB has adequate staff to advise CCAs regarding insurance coverage for contractor risks. Surely such advice would be a gesture of goodwill.
<ul style="list-style-type: none"> • [Kerrisdale] CCAs are independent legal entities and have relationships with their contractors, employees and volunteers independent of Park Board. A clear statement of this should be adequate to indemnify the Park Board/City. Proof of insurance is not necessary. a) The Society shall hire or engage its own employees or contractors as required from time to time in the Society's sole discretion, and such employees or contractors shall act under the Society's direction and supervision and not that of the Park Board. b) The Society shall enter into employment contracts with its program delivery and support personnel and the Society's administrative staff, and shall have ultimate responsibility for these contracts, including, but not limited to, selection, negotiating terms, evaluating services, and remuneration. c) When the Society pays employees or contractors directly, it holds all responsibilities of an employer or of a contractor depending on the relationship, and retains final authority in all matters regarding that employee or contractor including, but not limited to, hours of work, conditions of work, hiring, controlling, disciplining, and termination, and shall be responsible for complying with the applicable provisions of the Employment Standards Act, RSBC 1996, c 113, as it may be amended from time to time. d) The Society may, at its option, agree to delegate to Park Board Program Staff powers regarding recruitment, negotiation of contract terms, supervision

and control, training, and performance monitoring of Society employees or contractors at the Jointly Operated Facilities; if so delegating its powers, the Society shall specify the terms and conditions of contracting with Society contractors for Park Board Program Staff to follow when negotiating with potential contractors. Any such delegation shall not be permanent and may be altered or withdrawn by the Society at any time. All such contracts with employees or contractors must be signed by the Society. e) The Society agrees to abide by the Park Board's policies and procedures related to the security and screening of the Society's employees, contractors, and volunteers working in the Jointly Operated Facilities. The Society and the Park Board shall each bear the cost of any required record checks for its respective staff members. a) The Society shall hire or engage its own employees or contractors as required from time to time in the Society's sole discretion, and such employees or contractors shall act under the Society's direction and supervision and not that of the Park Board. b) The Society shall enter into employment contracts with its program delivery and support personnel and the Society's administrative staff, and shall have ultimate responsibility for these contracts, including, but not limited to, selection, negotiating terms, evaluating services, and remuneration. c) When the Society pays employees or contractors directly, it holds all responsibilities of an employer or of a contractor depending on the relationship, and retains final authority in all matters regarding that employee or contractor including, but not limited to, hours of work, conditions of work, hiring, controlling, disciplining, and termination, and shall be responsible for complying with the applicable provisions of the Employment Standards Act, RSBC 1996, c 113, as it may be amended from time to time. d) The Society may, at its option, agree to delegate to Park Board Program Staff powers regarding recruitment, negotiation of contract terms, supervision and control, training, and performance monitoring of Society employees or contractors at the Jointly Operated Facilities; if so delegating its powers, the Society shall specify the terms and conditions of contracting with Society contractors for Park Board Program Staff to follow when negotiating with potential contractors. 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<p>responsibilities of an employer or of a contractor depending on the relationship, and retains final authority in all matters regarding that employee or contractor including, but not limited to, hours of work, conditions of work, hiring, controlling, disciplining, and termination, and shall be responsible for complying with the applicable provisions of the Employment Standards Act, RSBC 1996, c 113, as it may be amended from time to time. d) The Society may, at its option, agree to delegate to Park Board Program Staff powers regarding recruitment, negotiation of contract terms, supervision and control, training, and performance monitoring of Society employees or contractors at the Jointly Operated Facilities; if so delegating its powers, the Society shall specify the terms and conditions of contracting with Society contractors for Park Board Program Staff to follow when negotiating with potential contractors. Any such delegation shall not be permanent and may be altered or withdrawn by the Society at any time. All such contracts with employees or contractors must be signed by the Society. The Society and the Park Board shall each bear the cost of any required record checks for its respective staff members.</p>
<ul style="list-style-type: none"> • [Hastings] HCA will not agree to obtain appropriate insurance coverage for employment and contractor risks. Further discussion, explanation is required. This should not be necessary as we are separate entities.

Park Board’s Role

The Park Board will employ and pay for staff required and assigned to operate and maintain the community center (except where the CCA has committed to fund Park Board staff, i.e. Group 1, and any other exceptions agreed to between the parties which must be documented and appended to the JOA).

The Park Board and its staff are subject to collective agreements and individual employment contracts, City policies, and applicable legislation.

The Park Board will provide a mechanism for the CCA to provide feedback on the performance of the Recreation Supervisor.

Comments Received
<ul style="list-style-type: none"> • Would like to have input into the performance of other PB staff
<ul style="list-style-type: none"> • Reference terms (annual basis?) in relation to staffing agreement. Need to know terms for budget purposes. Need to consider financial ebbs and flows of organization – need certainty for financial planning. Need a yearly check-in with financial details.
<ul style="list-style-type: none"> • Add process for CCA to provide feedback on performance of Group 1 staff (joint evaluation).
<ul style="list-style-type: none"> • CCA needs robust mechanism to evaluate CRS performance operate CC to the level and at the times needed in the community. Not 8-5 M to F with all other staff paid by CCA
<ul style="list-style-type: none"> • [West Point Grey] 1. Bullet #3, the feedback frequency should be inserted - ie. annually 2. Before Bullet #3, insert additional clauses that reflect the content of the following clauses in the current JOA [as specified]: a) clause #6 [operating staff to comply with reasonable directives of the Association], b) clause #10 [PB to provide reasonable advance notice re: changes in staff and advance in-service training of new staff] and #11 [PB to provide reasonable advance notice of vacation times of operating staff and make suitable arrangements for coverage].
<ul style="list-style-type: none"> • [West Point Grey] If PB and COV want to change the current Indemnity Agreement with the CCAs, they should pay for the increased costs to the CCAs to purchase new and separate indemnities to indemnify "the Society [CCA] or affiliated organization and their current or former officers, employees, directors or volunteers in connection with the development or provision of recreational program approved by the GM" [via staff]. Under our current

Indemnity Agreement, CCAs are covered to \$5 million per occurrence. Please add this payment responsibility above.
<ul style="list-style-type: none">• [West Point Grey] Insert a new bullet that PB will pay for the additional costs to the CCA associated with any changes to the current Indemnity Agreement. Insert a new bullet that PB will either pay for independent professional HR services to be made available to CCA or in the alternative, provide HR resources to the CCA.
<ul style="list-style-type: none">• [Killarney] CCAs need procedure to have input into performance reviews of all PB and/or Group I staff.
<ul style="list-style-type: none">• [West Point Grey] Please add another bullet: The Park Board and CCA will establish a base staff level required and assigned to operate and maintain the community centre.
<ul style="list-style-type: none">• [Kerrisdale] the feedback mechanism must meet the needs of the CCA for adequate and relevant comment and an obligation of PB to give appropriate weight to those comments d) The Park Board Administrative Staff shall comply with all reasonable directives of the Society. Their duties and working hours shall be mutually agreed upon by the Park Board and the Society, keeping in mind that such agreed duties and working hours cannot be inconsistent with the agreements entered into, from time to time, between the City (including the Park Board) and any union on behalf of its members. The Society shall be notified of all such agreements. Changes to any such agreements between the City (including the Park Board) and a union shall not impact delivery of the Programs and Services at the Jointly Operated Facilities without the express written consent of the Society. If an agreement entered into between the City (including the Park Board) and a union results in an increase in costs or expenses to the Society, such increased costs or expenses shall be paid or reimbursed to the Society by the Park Board. f) In the event that the Society shall desire a change to any members of the Park Board staff in the Jointly Operated Facilities, the Society shall show cause in writing to the appropriate Park Board management staff. g) Should the Park Board desire to make any temporary or permanent change whatsoever in any staff assigned to all, or any, of the Jointly Operated Facilities, the Park Board shall advise the Society of such intended changes. The Park Board shall consider all comments of the Society in changing staff assignments. h) Vacation time for the Park Board Administrative Staff in the Jointly Operated Facilities shall be arranged by the appropriate Park Board staff in consultation with the Society, and suitable arrangements for coverage will be ensured by the appropriate Park Board staff. The Park Board shall consider all reasonable comments of the Society regarding vacation coverage. Fifteen (15) days' notice of vacations shall be given in writing to the Society.
<ul style="list-style-type: none">• [Hastings] HCA would like a mechanism by which there is meaningful consultation with CCA for PB staff hiring. CCA to have an integral part in performance review of senior management at the CC. CCA to have meaningful input into a mechanism for evaluating staffing needs of their CC. Annual review of Group 1 staffing needs - what Group 1 staff are doing and if current levels are adequate, etc.

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Conduct and Escalation Processes

Both parties will ensure their staff, contractors, and volunteers conduct themselves in a respectful manner and in compliance with all employment-related legislation.

The parties will establish a process for the escalation of concerns with regard to performance and conduct of each party’s staff, contractors and volunteers.

Comments Received
<ul style="list-style-type: none"> [Sunset] the escalation process must be mutually agreed and be specific as to process. CCA will not accept ultimate authority being with PB or COV. possible that 3rd party arbitration appropriate. should be tied to overall dispute resolution mechanism.
<ul style="list-style-type: none"> [West Point Grey] Please add timeline for the process for escalation of concerns to be developed.

Staffing

The CCA will have input into the staffing of key Park Board positions, including the Recreation Supervisor, Community Center Recreation Programmer, and Youth Worker. The final authority on staffing decisions will rest with the Park Board.

Comments Received
<ul style="list-style-type: none"> Joint process for hiring (minimum of 3 candidates, CCA participates in interviews)
<ul style="list-style-type: none"> Add “meaningful input” from CCA
<ul style="list-style-type: none"> Add an appeal process for staffing decisions.
<ul style="list-style-type: none"> [West Point Grey] insert content from clause #7 in the current JOA that provides for three CCA representatives to participate in the interviews.
<ul style="list-style-type: none"> [Killarney] Staffing of key Park Board positions such as CRS, Programmer and Youth Worker should be Joint decisions.
<ul style="list-style-type: none"> [Kerrisdale] i) The Society and the Park Board shall jointly prepare a job description that accurately reflects the function to be performed by each Park Board Administrative Staff member within the Jointly Operated Facilities. The job description shall be renewed at the request of either Party. j) When any vacancy, whether temporary or permanent, is created or arises amongst the Park Board Administrative Staff, the appropriate representative from the Park Board will notify the Society as quickly as possible, but not less than one month from the date at which the Park Board is first made aware of the vacancy. The notification will identify the position that is vacant and provide the anticipated length of the vacancy. The Park Board representative shall consult with the Society as to the means by which the job vacancy shall be posted and filled so that the Society may have meaningful involvement with the process of filling the vacancy prior to it being filled. k) For each Park Board Administrative Staff position vacancy at the Jointly Operated Facilities, whether such vacancy is temporary or permanent, a selection committee comprising up to three (3) representatives of each Party shall be formed to: i. determine the experience and capabilities to be sought in candidates; ii. participate in screening of all applications and development of a short list; and iii. participate in interviews as voting members of the selection committee. l) The Park Board shall consider all comments of the Society in fulfilling its responsibility to hire suitably qualified Park Board Administrative Staff at the Jointly Operated Facilities.
<ul style="list-style-type: none"> [Hastings] We agree with the above comments.

VPB DRAFT 1 - Facilities

Ownership

The City of Vancouver is the sole owner of all community centres. Anything permanently affixed to the facility is considered part of the community centre, unless otherwise agreed to by the parties. Jurisdiction for managing these facilities resides with the Vancouver Park Board. The CCA has no interest, right or title in the community centre and no licenses, leases or other right to occupy the Community Center, whether written or implied.

The CCA will maintain ownership of its chattels and various equipment. All CCA assets will be described in an up to date inventory.

Any past or future funds contributed by the CCA toward the community centre infrastructure, including towards the base building, building additions or capital infrastructure, are contributions by the CCA to the City and Park Board and do not give rise to any interest, right or title in the community centre in favour of the CCA.

Comments Received
• Bullet 3: CCA not donating/contributing, they are investing in community centres. Clarify CCA control of assets (e.g., decision making).
• Edit language on CoV is sole owner – not true for all community centres.
• Soften language in last sentence of bullet 1. Need to have security for donors.
• Last sentence in bullet 1 – remove. It suggests that CCAs are trespassers.
• Bullet 1: clarify what does “permanently affixed” mean.
• Restructure ownership agreement process. Clarify if letters required for any asset purchase.
• Some grant applications require 10 years of ownership of a building – this must be considered. Language cannot be restrictive for applying for grants.
• Clarify what happens when chattels fail (responsibility for replacement and maintenance).
• Bullet 1: Should clarify that CCA has a right to occupy the community centre.
• Add and clarify ownership and governance of centres to be built (e.g., seniors’ centre).
• [Sunset] Entire clause rejected by SCA. we funded the original centre and a large part of the new. We have a stake in the physical building.
• [West Point Grey] Delete bullet #3 - requiring that all past and future funds contributed by CCA to infrastructure of the community centre shall effectively become "gifts" to the City and the PB is likely in contravention of the CCA obligations under Society Act.
• [Killarney] Bullet 1: Does permanently affixed mean screwed to the wall? Please clarify with examples. How can you say the CCA has no interest, right or title in the community centre. That sounds pretty high-handed and autocratic. Don't treat us like that. Any past or future funds contributed by CCA toward cc infrastructure ARE CONTRIBUTIONS TO COV AND PB. Again, I have to say this wording does nothing to convey a desire to go forward in cooperative manner.
• [Kerrisdale] The issue of license and right to occupy the facility is before the court CCA investments in community recreation facilities must give them

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<p>the right to influence the work that is done so that it meets the needs of the community There are concerns that the CCAs "gifting" resources to the Park Board may put them in conflict with the Society Act and CRA requirements for registered charities. These must be clarified before any agreement can be finalized.</p>
<ul style="list-style-type: none"> [West Point Grey] 1) delete bullet #3: 2) Add a bullet that states that the past investment or contribution of the CCA to the community centre infrastructure will be assessed at current fair market value and the City of Vancouver will reimburse the CCA for its said past investment or contribution at current fair market value and thereafter, the CCA will not have any interest, right or title in the community centre infrastructure; and 3) add a further bullet that states that until and unless the CCA is reimbursed for its past investment or contribution at the assessed fair market value, it will continue to have ownership interest, right or title in the community centre infrastructure.
<ul style="list-style-type: none"> [West Point Grey] WPGCA's earlier input regarding FMV reimbursement for CCA's past investment or contribution to CC infrastructure would necessarily be subject to the CCA's agreement on any buy-out price and the CCA's desire to sell its interest to the City. -With respect to future funds invested by the CCA in CC infrastructure, the rights retained by the CCA would depend on the amount(s) involved and future use and control of the funds but should, at the very minimum, include rights consistent with its obligations under its Constitution, the Society Act and CRA legislation. -The CCA would be negligent of its duties and responsibilities under its Constitution, the Society Act and the CRA legislation if it were to agree that any future investments or contributions of funds it makes to the CC infrastructure be automatically deemed to be gifts to the City.
<ul style="list-style-type: none"> [Hastings] HCA will not agree to this at this time.

Space Allocation

The CCA will have responsibility for allocating jointly operated space at the community centre for the purpose of providing programming and services, subject only to the Park Board and the City having the option to require short term, reasonable use of space (free of charge) for civic priorities, such as special events or short term need for urgent or emergency purposes. The Park Board/City will provide the CCA with as much notice as possible and work diligently to mitigate any negative impacts.

The CCA will have control of room rentals in the community center and will set pricing for such rentals, except any agreement for more than a one year period must be approved by the Park Board.

Priority in the allocation of space will be given to: (1st) CCA programs and services; (2nd) other not-for-profit community organizations; and (3rd) private rentals.

Comments Received
<ul style="list-style-type: none"> Reasonable use of space: add "accommodation"
<ul style="list-style-type: none"> City should provide indemnification and CCA should have right to accommodate (e.g., select appropriate room). City should not have absolute discretion.
<ul style="list-style-type: none"> Provide further clarity around elections (civic, provincial and federal?).
<ul style="list-style-type: none"> Add guarantee of office space for CCA in centre.

<ul style="list-style-type: none">• [Sunset] priority of allocation not valid. it will be likely adhered to in a conflict however an existing allocation cannot be reversed because an additional "higher" priority user comes along.
<ul style="list-style-type: none">• [West Point Grey] bullet #3 - should be deleted. It will cause practical difficulties. For example, in relation 2nd and 3rd priorities, would the second priority trump the third priority where the latter has booked reasonably in advance? The description "other not-for-profit community organizations" could also cause difficulties in practice - for example, would a private school operating a not-for-profit society for fundraising or other purposes be included in that description?
<ul style="list-style-type: none">• [Killarney] Please ensure that CCAs are provided adequate office space and services.
<ul style="list-style-type: none">• [Kerrisdale] b) The operating hours of the Jointly Operated Facilities shall be mutually agreed upon by the Park Board and the Society. c) The Society shall at all times have unrestricted access to the Jointly Operated Facilities and shall not require the permission of or any action by the Park Board to gain access to the Jointly Operated Facilities. d) The Park Board shall provide at least six (6) months' notice to the Society of any proposed Park Board or City use that may affect the Society's scheduled use of the Jointly Operated Facilities. The Park Board will consult with the Society about its or the City's space requirements with the objective of causing the least possible disruption to regular Programs and Services, and, where possible, provide or assist in providing alternative facilities, or the Park Board will compensate the Society for any lost revenue as determined by the Society. Staff required for the Park Board's, City's, or other outside party's use of the Jointly Operated Facilities shall be charged to that party. e) Where the Park Board uses or arranges for a third party to use the Jointly Operated Facilities in such a way that affects or disrupts the Society's scheduled use of the Jointly Operated Facilities, the Park Board shall acknowledge or shall make best efforts to ensure that the third party acknowledges, as applicable, the Society's contribution of the Jointly Operated Facilities in its signage, advertising, and marketing materials such that the acknowledgment given to the Park Board's contribution of the Jointly Operated Facilities is reasonably equal to that given to the Society. h) In consultation with the Society, the Park Board shall designate a suitable space in the Jointly Operated Facilities for the exclusive use of the Society as administrative offices. The Park Board shall, also in consultation with the Society, designate secure, sufficient storage space for the Society's files and equipment on site at the Jointly Operated Facilities.
<ul style="list-style-type: none">• [Hastings] First point, Please be specific in timelines. We don't agree to the second point. As per the third point, the CCA will set its own priorities in consultation with PB staff.

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Maintenance and Renovations

The Park Board in conjunction with the City will be responsible for maintaining the building envelope and core infrastructure, subject to funding allocated and approved by the Park Board/City.

The Park Board will advise the CCA of any plans (including building repair or maintenance projects), which may impact the use of or access to the community center.

Any renovations will be the responsibility of the Park Board and the final decision with respect to any changes to the facility will rest with the Park Board.

Comments Received
<ul style="list-style-type: none"> CCA responsible for repair and maintenance of things other than building envelop and core infrastructure. Clarify what Park Board will be responsible for (both financially and planning/organization).
<ul style="list-style-type: none"> Language from maintenance of capital infrastructure should match language from ownership of capital infrastructure.
<ul style="list-style-type: none"> Sometimes the facility is maintained by the school board.
<ul style="list-style-type: none"> Add time commitment in bullet 1 that is reasonable.
<ul style="list-style-type: none"> VPB comment: Should be Park Board responsibility (not CoV)
<ul style="list-style-type: none"> Add CCA should be able to contract out work so it can be done sooner. Should work not be able to be done in a timely manner, CCA and PB can work together.
<ul style="list-style-type: none"> 3rd bullet: CCA takes responsibility for getting renovations done. Amend to “joint responsibility”.
<ul style="list-style-type: none"> CCA needs to have input on when renovations happen.
<ul style="list-style-type: none"> What does “building envelope and core infrastructure” include? What can/can’t CCA do?
<ul style="list-style-type: none"> Park Board staff should be empowered to contact City of Vancouver to get work done, rather than have Board members call 311.
<ul style="list-style-type: none"> 3rd bullet: language should track issue of ownership. Clarify what is difference between a change and a renovation.
<ul style="list-style-type: none"> When standards change for childcare (e.g. building standards which are a requirement for childcare licensing), those building changes should be made immediately and by the Park Board.
<ul style="list-style-type: none"> 2nd bullet: Should be two-way communication. Add feedback mechanism to gather feedback from CCA to prioritize and speed up process of building repair or maintenance projects.
<ul style="list-style-type: none"> 3rd bullet: Add CCAs have input into renovations/changes. Add “in consultation with CCA”.
<ul style="list-style-type: none"> Add that if CCA has money they would like to invest in improvements, there shouldn’t be a lot of restrictions on that, it should be approved.
<ul style="list-style-type: none"> [Sunset] agree with above CCA input
<ul style="list-style-type: none"> [Killarney] Sometimes needed repairs are not carried out in timely fashion. Please provide some help avenue CCA can call on to hasten neglected repairs. What if CCA can have repairs done NOW if private contractor is called in? I can recall fighting for months (literally) to get a light bulb changed

<p>on a pole at the entrance to a poorly lit (at best of times) parking lot that turned into a jurisdictional dispute about whether it was responsibility of COV engineering or Park Board. That just shouldn't happen!!</p>
<ul style="list-style-type: none"> [Kerrisdale] g) Neither the Society nor the Park Board shall make any additions or material changes to the Jointly Operated Facilities or Grounds, nor enter into any agreement for the use of the Jointly Operated Facilities, without first consulting each other. a) The Park Board shall have the control, care, and responsibility for carrying out the Maintenance of all Jointly Operated Facilities and the Grounds. The Parties agree that the annual budget for Maintenance of the Jointly Operated Facilities will not be decreased by the Park Board if the Park Board's general budget has not decreased in the same year. Shortfalls or deficiencies in the Park Board's budget shall not permit the Park Board to allow the standards of required Maintenance of the Jointly Operated Facilities to decrease or be neglected. b) The Park Board shall be responsible for the Maintenance of the Jointly Operated Facilities and the Grounds and shall keep these buildings and areas in a state of good repair and cleanliness to the satisfaction of both Parties. The Society shall notify the Park Board of any dissatisfaction with the Maintenance of the Jointly Operated Facilities. The Park Board shall respond to the Society in a reasonable amount of time, not to exceed fifteen (15) Business Days, advising that the necessary Maintenance, remediation, or repairs have been made or explaining the reason for the delay. c) The Park Board shall conduct repairs and maintenance of the Jointly Operated Facilities with minimum disruption to the Programs and Services, after consulting with the Society.
<ul style="list-style-type: none"> [Hastings] PB will keep the CC in a state of good repair. PB will consult with CCA on timelines should extensive work/repair need to happen. PB will consult with CCA re: renovations. CCA can initiate.

Capital Planning

There will be a mechanism for consultation with the CCA into the development of long-term capital plans for the community centre.

If the Park Board intends to start a major capital project in or around the community center, the Park Board or its staff will work with the CCA to develop a plan to minimize disruption to the operation of the community center, to the extent reasonably possible.

Comments Received
<ul style="list-style-type: none"> Add language for planning for sustainability of capital infrastructure. Infrastructure should support exiting and growing programming in centre.
<ul style="list-style-type: none"> Add tying additional capital planning into statistics on demographic change (changing neighbourhoods). Study building and needs proactively. Add that will look at demographics after each census.
<ul style="list-style-type: none"> Strategic plan for community centres should be element of community plans.
<ul style="list-style-type: none"> Add that a percentage of community amenity contributions are allocated to community centres in the community they are generated in.
<ul style="list-style-type: none"> [Sunset] Not participating in "communal fund" \$\$ stays in local community
<ul style="list-style-type: none"> [Killarney] Capital planning should be orchestrated to be in synch with census results. Percentage of CACs and, perhaps DCLs too should be allocated to the community centres for the benefit of the neighbourhoods impacted/improved by the construction which generates the money.
<ul style="list-style-type: none"> [Kerrisdale] All planning must be forward looking; this is critical in locations where significantly increased density is planned or projects are in progress
<ul style="list-style-type: none"> [Hastings] Needs to link role of CCA to any future builds in the immediate geographical area.