

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

## May 31 – Preamble, Principles, Access<sup>1</sup>

### VPB DRAFT 1 - Preamble

The Joint Operating Agreement (JOA) sets out the legal relationship between the Park Board and the Community Centre Association (CCA). It also clarifies the roles of the parties and enables the CCA to provide programs and services in Park Board facilities in support of the overall goals of the Park Board and to the benefit of the residents of Vancouver.

Comments Received
<ul style="list-style-type: none"> <li>• Change “the” to “a” legal relationship</li> </ul>
<ul style="list-style-type: none"> <li>• Changes relationship from partnership to overlordship.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove second sentence and replace with April 2015 wording on relationship, as follows: (Note: can this document from April 2015 be made available to all?)                             <ul style="list-style-type: none"> <li>○ <i>“This JOA is intended to define a working relationship between the Park Board and the Society for the governance and operation of the Jointly Operated Facilities (as defined in Definitions Section 1). This JOA is entered into because both Parties recognize and appreciate the skills and attributes contributed by the other to the provision of Programs and Services (as defined herein) to the community.”</i></li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• In the last sentence, can we also reference the goals of the CCA.</li> </ul>
<ul style="list-style-type: none"> <li>• [Sunset] Park board facilities implies ownership which isn't conceded. SCA raised the funds for the original centre in its entirety and close to \$1M towards the new and current centre. We have some ownership of this structure.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] Blah. Blah, blah, blah. Blah blah blah blah blah blah, blah. And, etcetera. Preamble and Principles have no place in the document. They are aspirational (and we aspire to them), but we will not be bound by such broad parameters that lack definitions.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] delete this: It also clarifies the roles of the parties and enables the CCA to provide programs and services in Park Board facilities in support of the overall goals of the Park Board and to the benefit of the residents of Vancouver.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] add this:                             <ul style="list-style-type: none"> <li>○ Purpose of the JOA This JOA is intended to define a working relationship between the Park Board and the Society for the governance and operation of the Jointly Operated Facilities (as defined in Definitions Section)</li> <li>○ This JOA is entered into because both Parties recognize and appreciate the skills and attributes contributed by the other to the provision of Programs and Services (as defined herein) to the community</li> <li>○ Application of the Agreement As this JOA deals with the provision of Programs and Services within the Geographical Boundaries and the Society represents the community of that area, the JOA is deemed to apply to all of the Jointly Operated Facilities and the Grounds adjacent to and surrounding the Jointly Operated Facilities. "Jointly Operated Facilities" means any and all buildings or other facilities</li> </ul> </li> </ul>

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

CCA Feedback, VPB Response

<p>created or constructed including but not limited to sports fields, tennis courts, or playgrounds within the Geographical Boundaries within the Geographical Boundaries which are controlled by the Park Board and exist for the recreation, comfort, and enjoyment of the public; any buildings which may be built or otherwise located within those Geographical Boundaries and which are or will be controlled by the Park Board and exist for the recreation, comfort, and enjoyment of the public; and any renovations or additions to or replacements for such buildings existing now or which may be built or otherwise located within the Geographical Boundaries in the future unless expressly excluded from this definition by agreement of the Parties to this JOA, as evidenced in writing and signed by each.</p> <ul style="list-style-type: none"> <li>○ "Programs and Services" means anything (including but not limited to classes, seminars, events, meetings, childcare, daycare, preschool, and activities) organized or provided by the Society for the participation or benefit of the public that occurs within the Jointly Operated Facilities or the Grounds, or any other area under the control of the Society.</li> </ul>
<ul style="list-style-type: none"> <li>● [Kerrisdale] Please include: Purpose of the JOA             <ul style="list-style-type: none"> <li>○ This JOA is intended to define a working relationship between the Park Board and the Society for the governance and operation of the Jointly Operated Facilities (as defined in Definitions Section 1.</li> <li>○ This JOA is entered into because both Parties recognize and appreciate the skills and attributes contributed by the other to the provision of Programs and Services (as defined herein) to the community</li> <li>○ The Society and the Park Board wish to set out in writing their respective positions with regard to the operation of the Jointly Operated Facilities (as defined herein).</li> <li>○ Application of the Agreement As this JOA deals with the provision of Programs and Services within the Geographical Boundaries and the Society represents the community of that area, the JOA is deemed to apply to all of the Jointly Operated Facilities and the Grounds adjacent to and surrounding the Jointly Operated Facilities.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>● [West Point Grey] Our board directors would like executive summaries/charts to document what would stay the same, what are the suggested minor changes and what would be completely new changes to the existing JOA.</li> </ul>
<ul style="list-style-type: none"> <li>● [West Point Grey] Upon initial review, it appears that the new draft JOA fundamentally shifts the role of the CCA to be a contractor to the Parks Board vs. the current situation where the Parks Board and CCA have joint responsibility.</li> </ul>
<ul style="list-style-type: none"> <li>● [West Point Grey] Our board needs to know what the suggested changes will look like from a governance, financial, legal and fiduciary perspectives and it is very difficult to do this analyses on the basis of the current documents and in the available timeframe.</li> </ul>
<ul style="list-style-type: none"> <li>● [West Point Grey] Subject to the above, on preliminary basis, we cannot agree to the second sentence as the goals of the Park Board in the past have not coincided with the CCA obligations under the Society Act. The new Societies Act is effective November 28, 2016 and we need to understand how the new Act may or may not change our obligations.</li> </ul>
<ul style="list-style-type: none"> <li>● [West Point Grey] The Park Board needs to explain why it is seeking to change the preamble from the current preamble set out in the existing JOA.</li> </ul>
<ul style="list-style-type: none"> <li>● [West Point Grey] We are concerned by the omission of the references to "jointly-operated facilities" and "joint operation of the facilities"</li> </ul>
<ul style="list-style-type: none"> <li>● [West Point Grey] It would be really helpful to have two organizational charts noting the structural/governance differences between the two models [existing JOA v. proposed JOA] for fulsome discussion with our Board. Is it possible for PB staff to create these?</li> </ul>

CCA Feedback, VPB Response

- [West Point Grey] Further to the earlier comments from WPGCA, the following constitute additional comments with respect to this section 2 [Part2]: The Preamble ought to include basic and uncontroverted facts such as:
  - 1. the *Park Board and the CCA commenced jointly operating the mutually agreed facilities referred to below as "jointlyoperated facilities" in November 1974 [insert applicable date];*
  - 2. *the parties entered into a Joint Operating Agreement on April 4, 1979 [ "Original Joint Operating Agreement" ] which sets out each party's position with regard to the joint operation of the jointly-operated facilities;*
  - 3. *the parties intend to continue to jointly operate the jointly-operated facilities; and*
  - 4. *the parties intend to update the Original Joint Operating Agreement by this Agreement.*

**VPB DRAFT 1 - Vancouver’s community centres**

Each of Vancouver’s community centres serves as the hub of its neighbourhood linking residents together with resources to encourage positive health outcomes through healthy lifestyles, social connectedness and the ability to contribute to community.

While recognizing the unique attributes of each centre and neighbourhood, all residents of our diverse City should have similar opportunities, regardless of gender, age, sexual orientation, ability, race, culture, faith or socio-economic status.

The CCA takes a place-based approach\* to the delivery of social, recreational, cultural, and educational programs and other services.

*\*Place-based approach means “stakeholders engaging in a collaborative process to address issues as they are experienced within a geographic space, be it a neighbourhood, a region or an ecosystem” (Bellefontaine & Wisener, 2011).*

Comments Received
<ul style="list-style-type: none"> <li>• 2nd bullet: Need stable and permanent financial support to provide equitable access. Can’t provide access unless we have financial support. Equity amongst community centres.</li> </ul>
<ul style="list-style-type: none"> <li>• Remove first and third bullet. Replace with corresponding paragraph from April 2015 proposal.                             <ul style="list-style-type: none"> <li>○ <i>The community centre Society provides access to quality programming resources to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community and is responsive to its unique needs.</i></li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• 2nd bullet: period after “neighbourhood”. Make that bullet two sentences.</li> </ul>
<ul style="list-style-type: none"> <li>• Does “place-based approach” fit with city-wide mandate for Arts of Roundhouse? Some centres are a hub for the city, not just the neighbourhood.</li> </ul>
<ul style="list-style-type: none"> <li>• What is the purpose of including the bullet on the definition of “place-based approach”? Suggest removing bullet.</li> </ul>
<ul style="list-style-type: none"> <li>• [Sunset] The CA should determine what the community needs through whatever engagement strategy works in the given community. The statement above is generally acceptable as long as it isn't interpreted as a portion of programs being standardized across the city.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] We agree that all citizens should have access to basic services, city-wide. What will be the role of Park Board to ensure that such service-</li> </ul>

delivery is achieved?
<ul style="list-style-type: none"> <li>[Hastings] delete: Each of Vancouver's community centres serves as the hub of its neighbourhood linking residents together with resources to encourage positive health outcomes through healthy lifestyles, social connectedness and the ability to contribute to community.</li> </ul>
<ul style="list-style-type: none"> <li>[Hastings] delete: The CCA takes a place-based approach* to the delivery of social, recreational, cultural, and educational programs and other services.</li> </ul>
<ul style="list-style-type: none"> <li>[Hastings] delete: *Place-based approach means "stakeholders engaging in a collaborative process to address issues as they are experienced within a geographic space, be it a neighbourhood, a region or an ecosystem" (Bellefontaine &amp; Wisener, 2011).</li> </ul>
<ul style="list-style-type: none"> <li>[Hastings] add: The community centre Society provides access to quality programming resources to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community and is responsive to its unique needs</li> </ul>
<ul style="list-style-type: none"> <li>[Strathcona] We can't provide access unless we have stable and permanent financial support and we need equity and redistribution. This needs to be stated clearly in the JOA in order to protect it as an ongoing commitment. We have to subsidize 2/3 of the participants in our programs therefore we need it clearly understood and stated that the Park Board and other community centres will support our centre and other centres in low income neighbourhoods.</li> </ul>
<ul style="list-style-type: none"> <li>[Kerrisdale] We find "health outcomes" to be too narrow. The community centre Society provides access to quality programming resources to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community and is responsive to its unique needs The definition provided of "place-based" does not seem quite appropriate. Vancouver's community centres were designed with the notion that every resident could walk to a community centre and that each community centre would develop programs, services and activities that were aligned with the social and physical needs of a community and designed to promote better integrated and more accessible service systems. A place-based approach looks at an entire community in a holistic way and aims to address issues that exist in the neighbourhood that are within the community centre's scope and resources such as social isolation, community development, and integration. A place-based approach seeks to make families and other community members more engaged, connected and resilient.</li> </ul>
<ul style="list-style-type: none"> <li>[West Point Grey] On a preliminary basis, the Park Board should explain why it believes it to be necessary to include each bullet in the preamble.</li> </ul>
<ul style="list-style-type: none"> <li>[West Point Grey] We support the deletion of the second and third bullets entirely.</li> </ul>

**VPB DRAFT 1 - The roles of the Park Board and CCA in operating Vancouver’s community centres**

The Park Board is an elected board of commissioners with exclusive jurisdiction, possession and control of Vancouver's parks and the power to organize, conduct and contract with others for recreational programs of all kinds in parks and such other locations as may be approved by the Park Board, pursuant to the provisions of the *Vancouver Charter, SBC 1953, c.55* and as otherwise authorized by City Council. Operationally this includes:

- Policy development for recreation service delivery;
- Stewardship of City park lands and facilities;
- Stewardship of capital and operating funds allocated by City Council for parks and recreation services; and
- Contracting with CCAs to deliver recreational programs on behalf of the Park Board in accordance with the terms of a JOA.

The CCA is a valuable community-based non-profit entity that plays an important role contributing to the success of the Community Centre Network.

The CCA works with the Park Board to deliver programs and services in the named community centre(s) and to advocate for the needs and voice of their community.

The CCA fundraises, recruits volunteers, and advocates for programs and facilities in their communities.

The CCA is an independent society which is governed by the *Society Act* and the CCA’s constitution and bylaws.

The CCA is responsible for demonstrating to the community and the Park Board that its operations are conducted in a financially transparent manner and that the CCA practices good corporate governance.

The working relationship between the Park Board and the CCA reflects a mutual acknowledgement and respect of the parties’ distinct roles and shared objectives.

Park Board and CCA will perform their contractual obligations honestly and in good faith.

<ul style="list-style-type: none"> <li>• In addition to programs, should address childcare. “Program, services and activities.”</li> </ul>
<ul style="list-style-type: none"> <li>• “The Park Board and the Society are independent contracting bodies, not legal partners nor joint employers, nor are they in a landlord/tenant relationship.”</li> </ul>
<ul style="list-style-type: none"> <li>• “The Society and the Park Board shall jointly and in close cooperation operate the Jointly Operated Facilities.”</li> </ul>
<ul style="list-style-type: none"> <li>• “This JOA imposes a duty on both Park Board and the Society to act in “good faith” in their performance of the JOA and in their dealings with one another. This duty includes the obligation to act honestly, reasonably and fairly and to consider the effects of their decisions on the other Party and not to act in a manner that is intended to prejudice the other Party. This “good faith” principle shall foresee and prevent potential problems.”</li> </ul>
<ul style="list-style-type: none"> <li>• “The relationship between the Park Board and the Society shall be publicly acknowledged by both Parties at every reasonable opportunity, including, but not limited to such instances as correspondence with third parties, public notices, publications, advertising.”</li> </ul>
<ul style="list-style-type: none"> <li>• Financial transparency: the first bullet on the 2<sup>nd</sup> page needs to read “mutually transparent manner.”</li> </ul>
<ul style="list-style-type: none"> <li>• CCAs are bound by the rules of the Society’s Act – this could replace details on “responsible for demonstrating...” bullet.</li> </ul>
<ul style="list-style-type: none"> <li>• What does the first bullet on the 2<sup>nd</sup> page mean? What does good governance practices and financial transparency mean? Many of these obligations are covered by law.</li> </ul>
<ul style="list-style-type: none"> <li>• Will there be an outline of the list of criteria under the Society’s Act or best practices/accountability measures? Will there be details of an accountability mechanism? There needs to be a mechanism for the community to deal with a CCA that is not responding to the community.</li> </ul>
<ul style="list-style-type: none"> <li>• Include “the stewardship of charitably raised dollars”.</li> </ul>
<ul style="list-style-type: none"> <li>• CCAs also develop, deliver and staff programs.</li> </ul>
<ul style="list-style-type: none"> <li>• “Non-profit” is not a charity. Use “Not-for-profit” instead which includes non-profits and charities.</li> </ul>
<ul style="list-style-type: none"> <li>• 4<sup>th</sup> bullet. Role of CCA is limited in the draft text to programs. Needs to include staffing, maintenance, renewals, equipment, and management of</li> </ul>

CCA Feedback, VPB Response

<p>facility-generated revenue.</p>
<ul style="list-style-type: none"> <li>• “Advocates for programs” could be confusing. Clarify wording on this bullet.</li> </ul>
<ul style="list-style-type: none"> <li>• Add that CCA “provides and advocates for services”.</li> </ul>
<ul style="list-style-type: none"> <li>• Should the JOA address role of City/Park Board?</li> </ul>
<ul style="list-style-type: none"> <li>• [Sunset]             <ul style="list-style-type: none"> <li>○ 1-The CCA must demonstrate financial transparency as an independent society but will not contract additional requirements exclusive to the COV in this JOA.</li> <li>○ 2-The CCA delivers programs independent of the COV. We procure and pay for the services required to deliver the programs and are not a simple advocate or middleman.</li> <li>○ 3- the interpretation of the Vancouver charter is open to debate. Regardless the right to policy development is not accepted. The PB cannot instruct an independent society on its policies.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] We agree with none of the above statements (especially including the initial assumption of Park Board dominance) without direction from the Courts.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] delete this language: Contracting with CCAs to deliver recreational programs on behalf of the Park Board in accordance with the terms of a JOA.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] Add this:             <ul style="list-style-type: none"> <li>○ Relationship between the Parties: The Park Board and the Society are independent contracting bodies, not legal partners nor joint employers, nor are they in a landlord/tenant relationship.</li> <li>○ The Society and the Park Board shall jointly and in close cooperation operate the Jointly Operated Facilities</li> <li>○ This JOA imposes a duty on both Park Board and the Society to act in "good faith" in their performance of the JOA and in their dealings with one another. This duty includes the obligation to act honestly, reasonably and fairly and to consider the effects of their decisions on the other Party and not to act in a manner that is intended to prejudice the other Party. This "good faith" principle shall foresee and prevent potential problems.</li> <li>○ The relationship between the Park Board and the Society shall be publically acknowledged by both Parties at every reasonable opportunity, including, but not limited to such instances as correspondence with third parties, public notices, publications, and advertising.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] Add this: Demonstration of financial transparency and good corporate governance is a responsibility of both parties to this agreement. The Park Board is responsible for demonstrating to the community and to the Association that its operations are conducted in a financially transparent manner and that it practices good corporate governance.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] delete all this:             <ul style="list-style-type: none"> <li>○ The CCA is a valuable community-based non-profit entity that plays an important role contributing to the success of the Community</li> </ul> </li> </ul>

Centre Network.

- The CCA works with the Park Board to deliver programs and services in the named community centre(s) and to advocate for the needs and voice of their community.
- The CCA fundraises, recruits volunteers, and advocates for programs and facilities in their communities. [Hastings] Add this:
- The CCA is a not-for-profit society composed of members who participate in Services and Programs at the Jointly Operated Facilities (see definition).
- The CCA is responsible for
  - ✓ Policy development and oversight for use of the Jointly Operated Facilities and Programs and Services
  - ✓ In cooperation with Park Board, stewardship of the Jointly Operated Facilities
- Receiving and directing all revenues generated by the use of the Jointly Operated Facilities
- In cooperation with Park Board, contracting with outside providers for offering Programs and Services at the Jointly Operated Facilities

- [Strathcona] With regard to the 3rd bullet, Strathcona does more than deliver programs and services, we also develop programs, fundraise for them and staff the same programs. We are also employers for a large number of staff in food related programs and childcare.

- [Kerrisdale] Please include: Relationship between the Parties
  - The Park Board and the Society are independent contracting bodies, not legal partners nor joint employers, nor are they in a landlord/tenant relationship.
  - The Society and the Park Board shall jointly and in close cooperation operate the Jointly Operated Facilities
  - This JOA imposes a duty on both Park Board and the Society to act in "good faith" in their performance of the JOA and in their dealings with one another. This duty includes the obligation to act honestly, reasonably and fairly and to consider the effects of their decisions on the other Party and not to act in a manner that is intended to prejudice the other Party. This "good faith" principle shall foresee and prevent potential problems.
  - The relationship between the Park Board and the Society shall be publically acknowledged by both Parties at every reasonable opportunity, including, but not limited to such instances as correspondence with third parties, public notices, publications, and advertising. CCAs provide a range of recreational programs, services and activities in partnership with the Park Board. We see this partnership as a critical element in the relationship Please note that "non-profit" is a restrictive term that does not include registered charities and thus is not appropriate in this agreement. CRA uses "not-for-profit" when it speaks of both kinds of organizations. We don't understand how a CCA can advocate for the voice of its community. Please clarify. The role of a CCA is to provide programs; a CCA does not advocate for programs. Demonstration of financial transparency and good corporate governance is a responsibility of both parties to this agreement. The Park Board is responsible for demonstrating to the community and to the Association that its operations are conducted in a financially transparent manner and that it practices good corporate governance. Please add reference to the partnership relationship

CCA Feedback, VPB Response

- [West Point Grey] The Community Center Network is not defined and the second bullet is therefore meaningless and should be deleted.
- [West Point Grey] The second last bullet needs to be reworded to include reference to the joint operation of the facilities unless the shared objectives are properly defined elsewhere.

**VPB DRAFT 1 - OneCard**

The CCA will accept the OneCard: the Park Board’s single free recreation services access card which provides universal access to the Park Board’s pools, rinks, fitness centres and all community centres.

OneCards issued from each centre will be co-branded with the Park Board logo and CCA logo.

- 1<sup>st</sup> sentence: OneCard doesn’t provide access to rinks, pools, etc. unless you load a Flexipass/LAP on the OneCard. Reword and clarify this 1<sup>st</sup> sentence.
- “CCA will accept the OneCard” – for what? Clarify.
- Would like discretion to accept or reject the use of OneCard for CCA-run programs and services.
- [Sunset] Provided that there is a realistic revenue sharing scheme based on actual usage. Revenue cannot go to PB or COV and have CA issue free services.
- [Hastings] Access by OneCard holders need to meet the business model of our Association.
- [Hastings] Delete this: The CCA will accept the OneCard: the Park Board's single free recreation services access card which provides universal access to the Park Board's pools, rinks, fitness centres and all community centres.
- [Hastings] Add this: The CCA may choose to accept the One Card for CCA-run Programs and Services at its sole discretion.
- [Kerrisdale] Programs and activities run by CCAs at community centres are not part of Park Board run services. The OneCard can be used only at Park Board run facilities and for Park Board run programs and activities at community centres unless otherwise stated in this agreement.

**Flexipass**

The CCA will accept Flexipasses at the CCA-run fitness centre.

The Park Board will provide a share of Flexipass revenue to the CCA as per the bill-back rates provided in Appendix 1.

Appendix 1 – Reimbursement to CCA for Flexipass Use at CCA-Run Fitness Centre

The Park Board collects the revenue when a pass is purchased. Each time the card is used at a CCA-run fitness centre, the below amounts will be reimbursed to the CCA.

Adult	10 visit	1 month	3 months	12 months
Adult Prices as per Vancouver.ca May 2016	\$46.86	\$45.28	\$120.05	\$382.67
Cost per use assuming pass used every day		\$1.51	\$1.33	\$1.05



Cost per use assuming pass used every other day		\$3.02	\$2.67	\$2.10
Cost per use assuming pass used every other three days		\$4.53	\$4.00	\$3.15
<b>Reimbursement amount per use (average)</b>	<b>\$4.69</b>	<b>\$3.02</b>	<b>\$2.67</b>	<b>\$2.10</b>
<b>Child</b>	<b>10 visit</b>	<b>1 month</b>	<b>3 months</b>	<b>12 months</b>
Child Prices as per Vancouver.ca (May 2016)	\$23.62	\$22.64	\$60.05	\$191.33
Cost per use assuming pass used every day		\$0.75	\$0.67	\$0.52
Cost per use assuming pass used every other day		\$1.51	\$1.33	\$1.05
Cost per use assuming pass used every other three days		\$2.26	\$2.00	\$1.57
<b>Reimbursement amount per use (average)</b>	<b>\$2.36</b>	<b>\$1.51</b>	<b>\$1.33</b>	<b>\$1.05</b>
<b>Youth</b>	<b>10 visit</b>	<b>1 month</b>	<b>3 months</b>	<b>12 months</b>
Youth Prices as per Vancouver.ca (May 2016)	\$33.52	\$31.70	\$84.05	\$267.86
Cost per use assuming pass used every day		\$1.06	\$0.93	\$0.73
Cost per use assuming pass used every other day		\$2.11	\$1.87	\$1.47
Cost per use assuming pass used every other three days		\$3.17	\$2.80	\$ 2.20
<b>Reimbursement amount per use (average)</b>	<b>\$3.35</b>	<b>\$2.11</b>	<b>\$1.87</b>	<b>\$1.47</b>
<b>Senior</b>	<b>10 visit</b>	<b>1 month</b>	<b>3 months</b>	<b>12 months</b>
Senior Prices as per Vancouver.ca (May 2016)	\$33.52	\$31.70	\$84.05	\$267.86
Cost per use assuming pass used every day		\$1.06	\$0.93	\$0.73
Cost per use assuming pass used every other day		\$2.11	\$1.87	\$1.47
Cost per use assuming pass used every other three days		\$3.17	\$2.80	\$2.20
<b>Reimbursement amount per use (average)</b>	<b>\$3.35</b>	<b>\$2.11</b>	<b>\$1.87</b>	<b>\$1.47</b>

The methodology used for calculating the “cost per use” above is as follows:

- (1) divide the price of the pass by the number of days (30 days/month, 90 days/3 months, 365 days per year), then
- (2) multiply the result by the assumed frequency of use (daily, every other day, every three days).

The “reimbursement amount per use (average)” is an average of the three cost per use calculations above.

The reimbursement amounts will increase as the price of the pass increases using the associated calculations as outlined above.

If there is a new pass offered (i.e., 2 month, 2 years, etc.) the above formula will apply.

CCAs operating a CCA run fitness centre retain the right to continue to sell passes to access their site specific fitness centre. Prices of these passes will continue to be set by the CCA.

Park Board agrees to the following:

CCA Feedback, VPB Response

Reimbursement rates for LAC usage are at a 50% discount from the above rates.

Reimbursement rates and the above transactional fees will apply exclusively to CCA-run fitness centres (Douglas Park, False Creek, Hastings, Kerrisdale, Strathcona, Sunset, Thunderbird and West Point Grey).

Association-run fitness centre usage passes will not be called Flexipasses.

Reimbursement and usage reporting is conducted on a quarterly basis by the Park Board.

<ul style="list-style-type: none"> <li>• Add that neither CCA nor PB will be accountable for each other’s marketing campaigns, corporate or employee discounts. Other than LAC subsidies, the bill-back rate will be calculated on the full price of the Flexipass or ten visit card.</li> </ul>
<ul style="list-style-type: none"> <li>• A CCA running an Association-run fitness can continue to set pricing and sell site-specific passes.</li> </ul>
<ul style="list-style-type: none"> <li>• Add in better, current data on Flexipass usage now that ActiveNet has been running for a while.</li> </ul>
<ul style="list-style-type: none"> <li>• Changing neighbourhoods. Look at 6 month or yearly averages.</li> </ul>
<ul style="list-style-type: none"> <li>• CCA would like discretion to accept or reject the Flexipass.</li> </ul>
<ul style="list-style-type: none"> <li>• Clarify last sentence on “web-based registration.” This could probably be removed now – double check this is no longer an issue with ActiveNet.</li> </ul>
<ul style="list-style-type: none"> <li>• [Sunset] Concept is fine but rates for use at SCA to be negotiated specifically and distinctly.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] See above. Use of our facility is based upon our business plan. If patrons present, and Park Board will reimburse our Association the prescribed amount, there is no issue with admittance.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] Delete this:             <ul style="list-style-type: none"> <li>○ The CCA will accept Flexi passes at the CCA-run fitness centre.</li> <li>○ The Park Board will provide a share of Flexipass revenue to the CCA as per the bill back rates provided in Appendix 1.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] Delete the entire schedule and we will consider negotiating a schedule (after consultation with our accountant) if our CCA decides to accept the One Card etc. Please remember that we too have a fiduciary duty to our society so we cannot agree to a financial model without thorough analysis.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] Add this: The CCA may choose to accept the Flexipass for CCA-run Programs and Services at its sole discretion.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] delete all of this:             <ul style="list-style-type: none"> <li>○ The methodology used for calculating the "cost per use" above is as follows:                 <ul style="list-style-type: none"> <li>✓ divide the price of the pass by the number of days (30 days/month, 90 days/3 months, 365 days per year), then</li> <li>✓ multiply the result by the assumed frequency of use (daily, every other day, every three days).</li> </ul> </li> <li>○ The "reimbursement amount per use (average)" is an average of the three cost per use calculations above.</li> <li>○ The reimbursement amounts will increase as the price of the pass increases using the associated calculations as outlined above.</li> </ul> </li> </ul>

<ul style="list-style-type: none"> <li>○ If there is a new pass offered (i.e., 2 month, 2 years, etc.) the above formula will apply.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] delete this: CCAs operating a CCA run fitness centre retain the right to continue to sell passes to access their site specific fitness centre. Prices of these passes will continue to be set by the CCA.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] Add this: The formula for bill back rates will be decided by the CCAs as per cost-recovery for participating in the Flexipass program and outlined in a letter of understanding attached to this JOA (see previous response re: One Card/Flexipass/LAP).</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] add this re: fitness centres: CCA-run fitness centres are part of the Programs and Services defined above and as such the CCA retains the right to make all decisions about how such fitness centres are run. Should the Parks Board perceive that this results in some geographical inequities such inequities can be addressed using Parks Board funds.</li> </ul>
<ul style="list-style-type: none"> <li>• [False Creek] Add timelines for Billback usage report and payments - Reports to be sent no later than one month after the quarter ends and payment no later than 6 weeks after end of quarter.</li> </ul>
<ul style="list-style-type: none"> <li>• [Kerrisdale] JOA needs to be clear that Flexi passes are sold and issued by the Park Board. Kerrisdale will accept them so long as the bill back provisions are not in any way harmful to our operations. Association-run Fitness Centres Kerrisdale can accept the use of the Park Board issued Flexipasses ONLY if an acceptable bill back formula can be determined. We view the provision of our Fitness / Exercise room in the same way as we view any of the other programs and services we offer our patrons. The formula for bill back rates will be jointly set by the Park Board and the affected CCAs. Should the Parks Board perceive that this results in some geographical inequities such inequities can be addressed using Parks Board funds. The formula should not be part of the JOA.</li> </ul>
<ul style="list-style-type: none"> <li>• [West Point Grey] Is this consistent with the interim agreement of June 2013? The Park Board needs to explain any variation from the interim agreement of June 2013. A comparative chart would be helpful in this regard as well.</li> </ul>

### VPB DRAFT 1 - Leisure Access Program

The CCA will honour the Leisure Access Program (LAP) loaded onto OneCards of approved residents.

Park Board will honour LAP for swimming, skating and fitness programs and other Park Board services, as determined by the Park Board.

The LAP subsidy consists of:

50% off the daily Park Board drop-in fee for all fitness centres and 50% off the adult Flexipass rate for all fitness centres;

50% off the program rate for one program per person, per season, per centre; so long as a program’s minimum registration is met; it does not apply to private lessons, special events, or licensed preschool; and it does not preclude other subsidy programs. The Park Board agrees to financially compensate the CCA for any web based registration in excess of the above.

<ul style="list-style-type: none"> <li>• “The CCA may choose to accept the LAP for CCA-run programs and services at its sole discretion for approved residents.”</li> </ul>
<ul style="list-style-type: none"> <li>• CCAs shouldn’t be able to opt-out of LAP.</li> </ul>
<ul style="list-style-type: none"> <li>• [Sunset] Provided that actual revenue goes to CA and not PB or COV.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] Our Association has a long history of accepting LAC. If the Park Board will reimburse our Association for drop-in, we will honour such use. Otherwise, LAC will be honoured for longer-term use of our facility - three-month (or greater).</li> </ul>

<ul style="list-style-type: none"> <li>• [Hastings] delete:                             <ul style="list-style-type: none"> <li>○ The CCA will honour the Leisure Access Program (LAP) loaded onto OneCards of approved residents.</li> <li>○ Park Board will honour LAP for swimming, skating and fitness programs and other Park Board services, as determined by the Park Board.</li> <li>○ The LAP subsidy consists of:                                     <ul style="list-style-type: none"> <li>✓ 50% off the daily Park Board drop-in fee for all fitness centres and 50% off the adult Flexipass rate for all fitness centres;</li> <li>✓ 50% off the program rate for one program per person, per season, per centre; so long as a program's minimum registration is met; it does not apply to private lessons, special events, or licensed preschool; and it does not preclude other subsidy programs.</li> <li>✓ The Park Board agrees to financially compensate the CCA for any web based registration in excess of the above.</li> </ul> </li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] Add this: The CCA may choose to accept the Leisure Access Program (LAP) for CCA-run Programs and Services at its sole discretion. If the CCA chooses to accept the One Card,/Flexipass/ LAP this will be outlined in letter of agreement and form an appendix to this JOA.</li> </ul>
<ul style="list-style-type: none"> <li>• [False Creek] Leave third bullet as is (even if Active Net can limit web based registration)</li> </ul>
<ul style="list-style-type: none"> <li>• [Strathcona] Though we have no direct comment about the LAP, we would like it noted that we believe it is a fundamental premise of the Parks Board and the Community Centres Association that all Vancouverites have access to all recreational services through the LAP or otherwise.</li> </ul>
<ul style="list-style-type: none"> <li>• [Kerrisdale] NOTE the difficulty presented when an instructor is working on a revenue-sharing agreement. These contracts must be re-negotiated before Kerrisdale can accept the LAP subsidy as described.</li> </ul>
<ul style="list-style-type: none"> <li>• [West Point Grey] See comment above.</li> </ul>

### Memberships

CCA membership will not be required to register for programs or services provided by the CCA.

The CCA may offer free or paid membership, at their choice.

At the CCA's option, the Park Board will load memberships onto OneCards.

CCA memberships should not provide discounts or priority registration for room rental, programming or other uses of the community center.

<ul style="list-style-type: none"> <li>• 1st bullet: wording needs clarification. Some CCAs provide free membership automatically when someone registers for a program or service. This is how some CCAs build their membership base (no other way to build membership). Need membership list for voting at AGM. Not sending emails directly to members.</li> </ul>
<ul style="list-style-type: none"> <li>• "The CCAs will not charge a membership fee to access centre programming."</li> </ul>
<ul style="list-style-type: none"> <li>• Reflect different membership models. Some CCAs don't have membership – not related to participation/registration.</li> </ul>
<ul style="list-style-type: none"> <li>• Under current model, people paying more for membership (if they register for several programs a year).</li> </ul>
<ul style="list-style-type: none"> <li>• Membership at one centre gives you access to programs at another.</li> </ul>
<ul style="list-style-type: none"> <li>• CCAs offering a free membership shouldn't be dictated by Park Board. Association governance and how they generate members is under responsibility</li> </ul>

CCA Feedback, VPB Response

of CCA.
<ul style="list-style-type: none"> <li>• CCA concerned with how to count/track membership, especially around AGM.</li> </ul>
<ul style="list-style-type: none"> <li>• Solution is to look at how to cancel membership.</li> </ul>
<ul style="list-style-type: none"> <li>• Anything CCA does with regards to members must follow existing obligations/procedures (i.e., in Societies Act, lays out rules for membership)</li> </ul>
<ul style="list-style-type: none"> <li>• 4th bullet: clarify point on priority registration with membership. (Some centres must be able to protect spaces for registration).</li> </ul>
<ul style="list-style-type: none"> <li>• Some CCA grants are dependent on providing rentals/services for membership. For some CCAs, grants are based on membership (esp. where programs are highly subsidized). At other CCAs, membership and grants are not tied.</li> </ul>
<ul style="list-style-type: none"> <li>• What kind of opt-out mechanism should be in place? Opt-out conversations may be challenging at large events.</li> </ul>
<ul style="list-style-type: none"> <li>• Should have option in ActiveNet to opt-in and pay for voluntary membership.</li> </ul>
<ul style="list-style-type: none"> <li>• People not wanting to be a member in a CCAs is not an issue that has ever come up. Has been an issue at other sites.</li> </ul>
<ul style="list-style-type: none"> <li>• People should be able to access the facility without a membership, but not the programs. Would like to charge a membership fee.</li> </ul>
<ul style="list-style-type: none"> <li>• [Sunset] Rejected. We are an independent society and will not be directed as to whether we offer discounts etc.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] No. Patrons will be members of a CCA. Register, and you're a member.</li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] delete these:             <ul style="list-style-type: none"> <li>○ CCA membership will not be required to register for programs or services provided by the CCA.</li> <li>○ CCA memberships should not provide discounts or priority registration for room rental, programming or other uses of the community center.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• [Hastings] add:             <ul style="list-style-type: none"> <li>○ Every person participating in the Programs and Services provided by the Society shall be a Member in the Society in the form decided by the Society. The Society may decide how to operate its membership program</li> <li>○ The Society shall accept all current and valid memberships from Members from other Vancouver Community Centre Societies.</li> <li>○ The Society shall have direct and unrestricted access to information about its members collected through the recreation software that the Society in its sole discretion determines that it requires.</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• [Kerrisdale] Memberships             <ul style="list-style-type: none"> <li>○ Every person participating in the Programs and Services provided by the Society shall be a Member in the Society in the form decided by the Society. The Society may decide how to operate its membership program.</li> <li>○ The Society shall accept all current and valid memberships from Members from other Vancouver Community Centre Societies.</li> <li>○ The Society shall have direct and unrestricted access to information about its members collected through the recreation software that the Society in its sole discretion determines that it requires.</li> </ul> </li> </ul>

- [West Point Grey] There should be a provision added that the CCA will have direct and unrestricted access to all information in relation to all users of its programs, services and facilities.