



March 3, 2017

MEMO TO : Park Board Commissioners

FROM : Malcolm Bromley  
General Manager, Vancouver Board of Parks and Recreation

SUBJECT : CCA Joint Operating Agreement - Clarification Amendments

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Dear Commissioners,

Park Board staff have prepared the following clarification amendments to the Final Draft Joint Operating Agreement (JOA) for your consideration. These clarification amendments, which are primarily based on CCA feedback, will further improve the JOA. Amendments are organized by section of the JOA.

#### 1. Definitions

- (m) “Community Centre Investment Fund” means a Park Board administered fund that the CCAs will contribute to, and which will be allocated to achieve Public Policy goals and/or to increase equity across the Community Centre Network.
  - **Suggested amendment:** (m) “Community Centre Investment Fund” means a Park Board administered fund that the CCAs will make payments to, and which will be allocated to achieve Public Policy goals and/or to increase equity across the Community Centre Network.

#### 4. Association Governance

The Association covenants and agrees that:

- (d) it shall not adopt bylaws and governance procedures that conflict with the terms of this Agreement and agrees, as necessary or appropriate, to amend any conflicting bylaws to align with this Agreement.
  - **Suggested amendment:** (d) it shall not adopt bylaws and governance procedures that conflict with the terms of this Agreement and the Association will ensure that its constitution and bylaws do not prohibit it from carrying out its roles and responsibilities under this Agreement.

#### 5.1 Mutual Obligations

- In addition to the more specific obligations of the parties set out in this Agreement, the Park Board and the Association agree that: (b) they will each perform their contractual obligations honestly and in good faith.
  - **Suggested amendment:** In addition to the more specific obligations of the parties set out in this Agreement, the Park Board and the Association agree that: (b) they will each perform their legal and contractual obligations honestly and in good faith.



### 5.3 Role of the Association

- In addition to the other responsibilities set out in this Agreement, with respect to its operations at or from the Jointly Operated Facilities, the Association is responsible for: (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities or in respect of Programming or services offered from Jointly Operated Facilities...
  - **Suggested amendment:** In addition to the other responsibilities set out in this Agreement, with respect to its operations at or from the Jointly Operated Facilities, the Association is responsible for: (e) complying with Public Policy determined by the Park Board for implementation at the Jointly Operated Facilities or in respect of Programming or services offered from Jointly Operated Facilities...

### 9. Use Allocation for Jointly Operated Facilities

The Association agrees that, at the time of booking, priority in the allocation of space in the Jointly Operated Facilities will be given to:

- (a) use by not-for-profit community organizations for the purposes of recreation, culture or arts as a second priority.
  - **Suggested amendment:** (a) use by not-for-profit community organizations for the purposes of physical, recreational, cultural, educational, social and capacity-building programs as a second priority.
- The Association will have access to administrative office space in the Jointly Operated Facilities, including storage space, which may be used for storing the Association's files and equipment.
  - **Suggested amendment:** The Association will have access to reasonable office space in the Jointly Operated Facilities for administrative use, including storage space, which may be used for storing the Association's files and equipment. Requests by the Association for new or additional office or storage space will be subject to the availability of suitable space.

### 13.1 Renovations, Upgrades and Maintenance of Jointly Operated Facilities

- If the Association is still unsatisfied after discussions with the Director of Recreation and both parties using reasonable efforts to resolve the matter at that level, the Association may further escalate the matter to the General Manager of the Park Board.
  - **Suggested amendment:** If the Association is still unsatisfied after discussions with the Director of Recreation and both parties using reasonable efforts to resolve the matter at that level, the Association may further escalate the matter to the General Manager of the Park Board and subsequently, to the Park Board Commissioners.



### 13.5 Vehicles

- Any costs that will be the responsibility of the Association will be discussed in advance before they are incurred.
  - **Suggested amendment:** Any costs that will be the responsibility of the Association will be discussed in advance and consented to by the Association before they are incurred.

### 14.5 Community Center Investment Fund

- **Suggested amendment (new clause):** Add the wording “These payments are not a gift and are being made as a commitment by the Association to the principle of equity in the Community Centre Network and as partial consideration for the rights being granted by the Park Board to the Association under this Agreement.”

### 17.2 Equipment and Assets

- Other than Association Equipment or any equipment or assets that were purchased by an affiliated group, 3<sup>rd</sup> party contractor or arms-length leasing party, as of the Effective Date, the parties agree that all property and equipment located in or at the Entire Facility is owned by the Park Board and/or the City.
  - **Suggested amendment:** Other than Association Equipment, equipment leased by the Association, and any equipment or assets of an affiliated group, 3<sup>rd</sup> party contractor or arms-length leasing party, as of the Effective Date, the parties agree that all property and equipment located in or at the Entire Facility is owned by the Park Board and/or the City.

### 18.1 Dispute Resolution Process

- If disputes cannot be resolved at the local level within fifteen (15) business days of the matter first being raised in writing or in person, or such longer period of time as agreed to by the parties, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and attempt at a resolution.
  - **Suggested amendment:** If disputes cannot be resolved at the local level within fifteen (15) business days of the matter first being raised in writing or in person, or such longer period of time as agreed to by the parties, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and attempt at a resolution.
- If the dispute is not resolved by the Director of Recreation and Association representatives within another fifteen (15) business days of when the issue was raised to the Director of Recreation, then either party may refer the dispute to the Director of Recreation and the Association representative...
  - **Suggested amendment:** If the dispute is not resolved by the Director of Recreation and Association representatives within another fifteen (15) business days of when the issue was raised to the Director of Recreation, or such longer period of time as agreed to by the parties, then either party may refer the dispute to the Director of Recreation and the Association representative...



- If discussions between the Park Board and Association do not resolve the dispute within thirty (30) business days of the General Manager's receipt of the written summaries of the matter...
  - **Suggested amendment:** If discussions between the Park Board and Association do not resolve the dispute within thirty (30) business days of the General Manager's receipt of the written summaries of the matter, or such longer period of time as agreed to by the parties...
- **Suggested amendment (new clause):** Add the wording "For greater certainty, the Park Board and the Association agree that the implementation of Public Policy initiatives at the Jointly Operated Facilities will be carried out pursuant to Section Error! Reference source not found. 6.2 of this Agreement, and any disputes regarding implementation matters will be subject to arbitration."

## 20.2 Reduction in Jointly Operated Facilities

- If, during the Term, any space in the Jointly Operated Facilities needs to be closed for reasons of safety (for example, removal of asbestos) or is unused by the Association for the purposes contemplated under this Agreement for a sustained period, then such space may be removed from the scope of the Jointly Operated Facilities, as identified in Appendix A.
  - **Suggested amendment:** If, during the Term, any space in the Jointly Operated Facilities needs to be closed for reasons of safety (for example, removal of asbestos) or is unused by the Association for the purposes contemplated under this Agreement for a sustained period, then such space may be removed from the scope of the Jointly Operated Facilities, as identified in Appendix A. If a portion of the Jointly Operated Facilities are closed for reasons of safety and are subsequently renovated or repaired such that they are able to be safely used again, then such space will be added back to the scope of the Jointly Operated Facilities.

## 20.3 Replacement of Jointly Operated Facilities

- **Suggested amendment (new clause):** Add the wording "If the Jointly Operated Facilities are closed prior to the replacement facility being opened, then the Term shall be extended for a period of time equivalent to the number of days between the closure of the Jointly Operated Facilities and the opening of the new facility."

## 21.2 Breach by Park Board

- If the Park Board does not satisfactorily remedy the breach within 60 days, the Association may terminate this Agreement at the end of the notice period for termination (if notice of termination was provided).
  - **Suggested amendment:** If the Park Board does not satisfactorily remedy the breach within 60 days, the Association may terminate this Agreement at the end of the notice period for termination (if notice of termination was provided) or may refer the matter to dispute resolution for further discussion and attempted resolution.



#### 24.9 Entire Agreement

- All amendments to this Agreement must be made in writing and signed by both parties. For greater certainty, 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.
  - **Suggested amendment:** All amendments to this Agreement must be made in writing and signed by both parties. For greater certainty, the parties agree that the Appendices to this Agreement may be adjusted by the parties at any time, upon mutual agreement, as practices or operations of the parties may change over time. The parties further 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.

If the Park Board approves the form of the JOA with the further amendments proposed in this memo, subject to the conditions specified on February 9, 2017, staff will prepare a final completed JOA for each CCA. The completed JOA, including Appendices, will be prepared to the satisfaction of the General Manager of the Park Board and offered to each CCA for signature.

Regards,

A handwritten signature in black ink that reads "Malcolm Bromley".

Malcolm Bromley  
General Manager - Vancouver Board of Parks and Recreation

/SW/rj

Copy to: Shauna Wilton, Deputy General Manager  
Raymond Penner, Facilitator  
PB Communications