

**Vancouver Park Board / Community Centre Associations
Joint Operating Agreement – Draft 2
Consultation Input Report**

November 30, 2016

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INTRODUCTION

On April 5, 2016, the Vancouver Park Board (VPB) distributed a letter to the Directors of all Vancouver Community Centre Associations (CCAs) announcing a “reset” in the effort to develop a Joint Operating Agreement (JOA). While the letter did not offer a specific process to reach this agreement, it did provide a timeline of finishing this work by the end of 2016. I (Raymond Penner of the Strategic Action Group) was engaged to help design and facilitate this process.

Initially, I held 4 meetings with CCA representatives to better understand how they perceived the impasse in reaching this agreement¹. Considering the discussions at these meetings and research into the failure of previous attempts to reach an agreement on a JOA, I recommended to the Board of Commissioners that the best way of moving forward would be a two-phased consultation process with the CCAs that would be fair, transparent, open and objective. The premise of consultation rather than negotiation was based on the Vancouver Park Board’s authority and fiduciary duty outlined in the Vancouver Charter that clearly empowers and obligates the Park Board to be in control of the Community Centre facilities, including the conditions for permitting or contracting out the occupancy and provision of services using these facilities. With this model, a new JOA was to be developed that met the Park Board’s needs while attempting, to the degree possible, to accommodate the needs of the CCAs. Rather than negotiating with 21 separate legal entities each of which are governed by a Board of Directors, once the new JOA is approved by the Park Board Commissioners, CCAs as valued service providing partners will be offered the opportunity to accept this new agreement. This is a distinct departure from the assumption that CCAs have an inherent right to operate a given Community Centre and therefore can stipulate their terms for a JOA.

Relevant sections of the Vancouver Charter specifying these powers and responsibilities are shown in the box below.

Vancouver Charter

[SBC 1953] CHAPTER 55

Part XXIII — Parks

488. Parks in care of Board

(6) Subject to the provisions of section 490, possession of, and exclusive jurisdiction and control of real property includes the authority to determine how such real property shall be used, what fees or rental charges shall be levied and, subject to sections 492 and 493, what improvements shall be made thereon, including the removal or demolition of any existing improvements.

(7) Exclusive jurisdiction and control of parks and the property comprising them also includes the power to prohibit the selling of anything, and the provision of services or performances of any type without the

¹ The efforts to renew the JOA started in 2002. A Joint Operating Agreement Task Force representing the CCAs presented a report “Vancouver’s Community Centres – Renewing the Partnership” in 2004 but the Task Force’s recommendations were not accepted by the all CCAs. Several subsequent initiatives that involved negotiation and mediation likewise failed to reach consensus. The premise that underlied these various attempts included the notion that the 21 separate legal entities, each governed by a Board of Directors, could come to a common agreement for the terms of a new JOA that would also meet the Park Board’s needs. The switch to a consultation model was an important element in ending this arabesque.

permission of the Board. In granting permission, the Board may impose such terms and conditions as it deems appropriate.

489. Park Board powers in relation to parks

(1) The Board shall have power to provide for

As to buildings, etc.

- (a) constructing, acquiring, maintaining, equipping, operating, supervising, and controlling such buildings, structures, and facilities as may be required for the recreation, comfort, and enjoyment of the public while within the parks;

489A. Power of Board to perform works

The Council may authorize the Board, and the Board when so authorized shall have power, to perform any works and provide any services with respect to real property not within the parks for any non-profit or charitable institution in any case where the Council deems such works or services to be to the general advantage of the city and that such institution is performing a work or service for the public benefit, and the city may enter into an agreement with such institution for the performance of such works or provision of such services if Council deems it expedient.

1961-76-8.

490. Board's power of leasing, etc.

(1) Subject to sections 492 and 493, the Board, in the name of the City, may by lease, licence, or any other agreement, permit any person to occupy any building or place or any part thereof in a permanent public park, on such terms as to remuneration or otherwise as to the Board may seem expedient. Such agreements shall contain a provision providing for the termination thereof if such park ceases to be a permanent public park pursuant to the provisions of subsection (1) of section 488.

(2) Subject to the provisions of sections 492 and 493, the Council may delegate to the Board power, in the name of the City, to enter into agreements permitting any person to occupy any building or place in a temporary public park or any part thereof on such terms as to remuneration and otherwise as the Board may deem expedient.

(3) Any agreement made pursuant to this section shall be executed in the manner specified by the Board.

The Park Board's four principles for Vancouver's recreation system that would guide the essence of this new JOA were stated as:

1. Equity across community centres
2. Access to a network of community centres
3. Access for all residents
4. Operational sustainability and accountability

Based on consideration of the Vancouver Charter underpinnings, the need for a new JOA and the principles adopted by the Park Board, the consultation process that the Park Board chose to move forward with included the following elements:

Phase 1:

- ✓ an initial JOA table of contents developed by VPB management presented to those in attendance at the April 30th meeting with CCAs; input asked for to ensure that the blueprint addressed all areas that should be in a new JOA
- ✓ a schedule of workshops set for May-July 2016 to review the initial draft material Draft 1 JOA material
- ✓ Draft 1 JOA materials developed by VPB management following the JOA blueprint and using, to the degree possible all the understanding and areas of agreement that came from the preceding processes
- ✓ draft material circulated to all CCA Directors two weeks prior to an open workshop in small enough sections so that they could focus on those areas
- ✓ all CCA Directors invited to attend any or all workshops if they choose
- ✓ all Directors able to provide written feedback on Draft 1 materials via a survey whether they attend a workshop or not
- ✓ commitment that all feedback received would be carefully considered in the development of Draft 2 JOA
- ✓ commitment that a consultation feedback report (this report) would be developed and circulated noting all of the feedback received and how this was considered in developing Draft 2

Phase 2:

- ✓ Draft 2 JOA circulated prior to consultation input workshops scheduled in September, 2016 – again all Directors invited to attend
- ✓ all Directors able to provide written feedback on Draft 2 via a survey whether they attend a workshop or not
- ✓ commitment that all feedback received on Draft 2 would be carefully considered for possible inclusion in the final version going to the Board for a decision in October, 2016
- ✓ commitment that a final consultation feedback report would be developed and provided to the Board together with the final JOA being presented for a Board decision, again noting all of the feedback received and how this was used in developing the final version
- ✓ following a Park Board approved JOA, CCAs will be provided the opportunity to sign the new JOA

This approach constituted a significant departure from previous attempts to reach a new JOA with the various CCAs but was recognized by the Park Board Commissioners as responsible, transparent and fair. It also recognized that the Park Board would “hold the pen” and that input from CCAs would not be considered as “negotiation options” but rather as consultative input to be considered within the bounds of the principles noted above and Park Board operational considerations.

To ensure that they were intimately aware of how this process unfolded, the Commissioners took the unprecedented measure of committing to having Commissioners present for all of the feedback workshops for both Phase 1 and Phase 2. This was a clear sign of their commitment to this process and to ensure they had some first-hand experience to draw on with respect to the affective component of the CCA input which is not always translated just through the written word.

Phase 1 of this process followed all of the steps as noted above culminating in a consultation feedback report² and the development of Draft 2 JOA.

² “Vancouver Park Board / Community Centre Associations Joint Operating Agreement – Draft 1 - Consultation Input Report” (September 9, 2016)

Phase 2 of the process began with the presentation of Draft 2 JOA at a September 10, 2016 workshop, including an overview of how input from Phase 1 had been used for the development of Draft 2. Based on feedback from those CCA representatives in attendance, the initial schedule of feedback workshops was adjusted to provide CCAs with more time to review Draft 2 prior to giving their feedback. This initial flexibility in the scheduling was repeated later in the process as well in response to CCA requests. The following table indicates the adjustments that were made by the Park Board in attempting to accommodate the CCA's request for more flexibility in the time-line.

Initial Schedule	Adjusted Schedule
September 10 Draft 2 JOA presentation (held as scheduled)	
September 17 feedback workshop	cancelled at CCA request
September 24 feedback workshop (held as scheduled)	
	September 28 feedback workshop added
	October 5 feedback workshop added
On-line survey cut-off September 27	On-line survey cut-off extended to October 11
	On-line survey cut-off extended to October 31 (final)
	Final December 3 Draft JOA review and explanation of changes to be provided to CCAs at their request

With the exception of the additional flexibility and deadline extension for the reception of feedback on Draft 2 JOA, the process, has transpired as planned. The remaining elements of the process are:

- Park Board Commissioners receiving the final draft of the JOA prepared by Park Board management as well as this report noting all of the feedback provided;
- Publication of the final draft including distribution to all of the CCAs;
- A special Park Board meeting at which Commissioners will hear responses to the final draft from members of the public and CCA representatives who register to speak at that meeting;
- Park Board Commissioner's consideration of all of the feedback on the final draft (including the feedback in this report and the feedback received orally at the special public meeting);
- Park Board Commissioner's decision with respect to the final draft JOA developed by Vancouver Park Board management; and
- CCA response to the Park Board approved JOA.

The remaining sections of this document contain:

- CCA feedback on Draft 2 JOA
- Appendix 1 - Vancouver Park Board response summarizing the changes made to Draft 2 JOA and how feedback has been incorporated in the final draft JOA

Draft 2 JOA Introduction

- Appendix 2 - A tracked changes version of the final draft JOA to indicate the changes from Draft 2
- Appendix 3 – CCA Participation including attendance records of CCA representatives attending the various feedback workshops and a listing of the CCA representatives providing feedback via the on-line survey.

It is important to note that this report, in addition to ensuring transparency of the overall consultation process also serves to demonstrate the seriousness with which the CCA provided feedback was considered in developing the latest draft JOA that will meet the Park Board's requirements, both from a fiduciary standpoint as well as the principles they have established to best serve the citizens of Vancouver.

DRAFT 2 JOA FEEDBACK

This section contains the input submitted by CCAs in response to Draft 2 JOA. Draft 2 JOA was made available to all CCAs on September 10th, initially at a workshop and then via an e-mail distribution.

All input received from CCAs prior to the closing date of this phase of the consultation (end of day, October 31, 2016) has been included. It is important to note that the feedback received is voluminous – the feedback alone constitutes a total of 270 pages of this report.

The following sources of input have been amalgamated as feedback relating to the various components of Draft 2 JOA:

Draft 2 JOA Feedback Workshops

- September 24, 2016
- September 28, 2016
- October 5, 2016

E-mail input

- September 23 [West End CCA]
- September 25 [CCA group]
- October 5 [CCA group]
- October 4 [Sunset CCA]
- October 6 [West End CCA]

On-line Survey (closed end of day, October 31, 2016)

In addition a letter dated October 26, 2016 from the Strathcona CCA has been attached – this letter pertains to CCA specific considerations and does not comment directly on the Draft 2 JOA main body but is pertinent to consideration of the next draft of the JOA.

WHEREAS:

Reference previous JOAs
[Strathcona] Include reference to previous JOA in the recitals (with space to insert date of previous JOA). Purpose of recitals is to give background to the Agreement. Previous JOA clearly relevant background
[Killarney] WHEREAS: A. 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; B. Community centres provide access to quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community, which are responsive to the community's unique needs; C. The Park Board is an elected board of commissioners with jurisdiction over Vancouver parks, including the provision of recreational programs and facilities, setting policies and allocating budget resources and the authority to organize, conduct and contract with others for recreational programs; D. The City of Vancouver is the sole owner of the assets which are in the possession and control of the Park Board, including designated parks and other land, the community centre building and other facilities and improvements located on such lands; E. The Association is a valuable community-based registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the Killarney Community Centre since April 12th, 1957. While the parties recognize the unique attributes of each community centre and neighbourhood, the Park Board and the Association agree that all residents of the City of Vancouver should have similar opportunities, regardless of gender, age, sexual orientation, ability, race, culture, faith or socio-economic status; G. This Agreement is entered into because both parties recognize and appreciate the skills and attributes contributed by the other to the provision of Programming and services to the community. This working relationship reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; H. This scope of this Agreement is limited to the Jointly Operated Facilities, and any additional scope (for example, parks and fieldhouses) based on current arrangements will be addressed in the appendices; I. This Agreement sets out the legal relationship between the Park Board and the Association for the operation of the Jointly Operated Facilities. It also clarifies the roles of the parties and enables the Association to provide Programming and services in the Jointly Operated Facilities in support of the overall goals of the Park Board and Association and to the benefit of the residents of the City of Vancouver.
[Kerrisdale] C. Each CC is also elected and responsible to its neighborhood, this should have equal status to PB, as it too provides all things that the PB does. D. There is no mention of CCs ownership in this clause, and there must be E. Delete the word "important" and replace with 'essential'
[Kerrisdale] please replace E with the following: E. The Association is a valuable community-based registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date);
[Kensington] E. The Association is a valuable community-based registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and

inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date);

[Kerrisdale] E. The Association is a valuable community-based registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date);

[Thunderbird] WHEREAS: A. 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; B. Community centres provide access to quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community, which are responsive to the community's unique needs; C. The Park Board is an elected board of commissioners with jurisdiction over Vancouver parks, including the provision of recreational programs and facilities, setting policies and allocating budget resources and the authority to organize, conduct and contract with others for recreational programs; D. The City of Vancouver is the sole owner of the assets which are in the possession and control of the Park Board, including designated parks and other land, the community centre building and other facilities and improvements located on such lands; E. The Association is a valuable community-based registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date); F. While the parties recognize the unique attributes of each community centre and neighbourhood, the Park Board and the Association agree that all residents of the City of Vancouver should have similar opportunities, regardless of gender, age, sexual orientation, ability, race, culture, faith or socio-economic status; G. This Agreement is entered into because both parties recognize and appreciate the skills and attributes contributed by the other to the provision of Programming and services to the community. This working relationship reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; H. This scope of this Agreement is limited to the Jointly Operated Facilities, and any additional scope (for example, parks and fieldhouses) based on current arrangements will be addressed in the appendices; I. This Agreement sets out the legal relationship between the Park Board and the Association for the operation of the Jointly Operated Facilities. It also clarifies the roles of the parties and enables the Association to provide Programming and services in the Jointly Operated Facilities in support of the overall goals of the Park Board and Association and to the benefit of the residents of the City of Vancouver. NOW THEREFORE, in consideration of the payment of ten dollars by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to, the parties hereto agree as follows:

[Douglas Park] A. 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; B. Community centres provide access to quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community, which are responsive to the community's unique needs; C. The Park Board is an elected board of commissioners with jurisdiction over Vancouver parks, including the provision of recreational programs and facilities, setting policies and allocating budget resources and the authority to organize, conduct and contract with others for recreational programs; D. The

City of Vancouver is the sole owner of the assets which are in the possession and control of the Park Board, including designated parks and other land, the community centre building and other facilities and improvements located on such lands; E. The Association is a valuable community-based registered society non-profit entity with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date); F. While the parties recognize the unique attributes of each community centre and neighbourhood, the Park Board and the Association agree that all residents of the City of Vancouver should have similar opportunities, regardless of gender, age, sexual orientation, ability, race, culture, faith or socio-economic status; G. This Agreement is entered into because both parties recognize and appreciate the skills and attributes contributed by the other to the provision of Programming and services to the community. This working relationship reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; H. This scope of this Agreement is limited to the Jointly Operated Facilities, and any additional scope (for example, parks and fieldhouses) based on current arrangements will be addressed in the appendices; I. This Agreement sets out the legal relationship between the Park Board and the Association for the operation of the Jointly Operated Facilities. It also clarifies the roles of the parties and enables the Association to provide Programming and services in the Jointly Operated Facilities in support of the overall goals of the Park Board and Association and to the benefit of the residents of the City of Vancouver.

[Kensington] E. The Association is a valuable community-based registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date);

[Kerrisdale] A. 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; B. Community centres provide access to quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community, which are responsive to the community's unique needs; C. The Park Board is an elected board of commissioners with jurisdiction over Vancouver parks, including the provision of recreational programs and facilities, setting policies and allocating budget resources and the authority to organize, conduct and contract with others for recreational programs; D. The City of Vancouver is the sole owner of the assets which are in the possession and control of the Park Board, including designated parks and other land, the community centre building and other facilities and improvements located on such lands; E. The Association is a valuable community-based registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date); F. While the parties recognize the unique attributes of each community centre and neighbourhood, the Park Board and the Association agree that all residents of the City of Vancouver should have similar opportunities, regardless of gender, age, sexual orientation, ability, race, culture, faith or socio-economic status; G. This Agreement is entered into because both parties recognize and appreciate the skills and attributes contributed by the other to the provision of Programming and services to the community. This working relationship reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; H. This scope of this Agreement is limited to the Jointly

<p>Operated Facilities, and any additional scope (for example, parks and fieldhouses) based on current arrangements will be addressed in the appendices; I. This Agreement sets out the legal relationship between the Park Board and the Association for the operation of the Jointly Operated Facilities. It also clarifies the roles of the parties and enables the Association to provide Programming and services in the Jointly Operated Facilities in support of the overall goals of the Park Board and Association and to the benefit of the residents of the City of Vancouver. NOW THEREFORE, in consideration of the payment of ten dollars by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to, the parties hereto agree as follows:</p>
<p>[West Point Grey] Change section E to read as follows: E. The Association is a valuable community-based registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date);</p>
<p>[Kitsilano] Change E to read: The Association is a valuable community based registered society with an elected Board of Directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the Kitsilano War Memorial Community Centre Association since 1951.</p>
<p>[West End] WECCA revisions to V2 Proposed JOA</p>
<p>[Grandview/Trout Lake] PLEASE NOTE: TRACKING COULD NOT BE DISPLAYED. A COMPLETE DOCUMENT WILL ALSO BE SENT. The Association is a valuable community-based registered society non-profit entity with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date);</p>
<p>[Kerrisdale] E. The Association is a valuable community-based registered society non-profit entity with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date);</p>
<p>[Hastings] See below and note section E: A. 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; B. Community centres provide access to quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community, which are responsive to the community's unique needs; C. The Park Board is an elected board of commissioners with jurisdiction over Vancouver parks, including the provision of recreational programs and facilities, setting policies and allocating budget resources and the authority to organize, conduct and contract with others for recreational programs; D. The City of Vancouver is the sole owner of the assets which are in the possession and control of the Park Board, including designated parks and other land, the community centre building and other facilities and improvements located on such lands; E. The Association is a valuable community-based registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of</p>

community centre) since (insert date); F. While the parties recognize the unique attributes of each community centre and neighbourhood, the Park Board and the Association agree that all residents of the City of Vancouver should have similar opportunities, regardless of gender, age, sexual orientation, ability, race, culture, faith or socio-economic status; G. This Agreement is entered into because both parties recognize and appreciate the skills and attributes contributed by the other to the provision of Programming and services to the community. This working relationship reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; H. This scope of this Agreement is limited to the Jointly Operated Facilities, and any additional scope (for example, parks and fieldhouses) based on current arrangements will be addressed in the appendices; I. This Agreement sets out the legal relationship between the Park Board and the Association for the operation of the Jointly Operated Facilities. It also clarifies the roles of the parties and enables the Association to provide Programming and services in the Jointly Operated Facilities in support of the overall goals of the Park Board and Association and to the benefit of the residents of the City of Vancouver. NOW THEREFORE, in consideration of the payment of ten dollars by each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to, the parties hereto agree as follows:

[Mount Pleasant] REVISE: E. The Association is a valuable community-based registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (insert date); H. ADD: Community Associations, by the nature of their relationship to their community, should be consulted about changes to parks & recreation facilities that are in proximity to but not part of the Jointly Operated Facility, and supplement the efforts of the Park Board to liaise with and advocate for their community with respect to these parks & recreation facilities.

1. DEFINITIONS

Include clear definition of fixtures
1b "applicable laws"; shouldn't include policy
1f "renewal of ActiveNet"; PB to obtain best possible price.
[e-mail input – Sept 25 CCA group] (bb) "Retained Earnings" means the unspent revenue accumulated by the Association over time from Facility-Generated Revenue;
[Strathcona] "Applicable Laws"- delete "and policies". Policies are not laws. This is acknowledged in s.17.1(b)(b) where it refers to "Applicable Laws and corporate policies". "Retained Earnings"- delete "or grant , donation, fundraising or membership fee revenue". Provisions of our grants, donations and fundraising require we either return unspent grant to grantor or consult with donors(s) regarding unspent donations & fundraising. We cannot agree to this definition as it would require us to breach other contracts.
[Douglas Park] {(i) "Community Centre Investment Fund" means a park board administered fund} Change to: {"Community Centre Investment Fund" means a Community Centre Association and Park Board jointly administered fund} (bb) Retained Earnings... Grants and donations should be excluded from this as there is a legal requirement that they be spent on the purpose for which they were given or returned to the donor/granting agency.
[West Point Grey] (f) Authorized Deductions (i) the 3rd party credit card transaction fees seem high when compared with the City of Richmond that pays only 1.75% for its credit card surcharges. Could you explain why we are paying such a high rate? Does it include any additional services?

[Dunbar] 1. "Retained Earnings" needs to be replaced with "Net Assets" and defined and then their use and disposition set out in terms consistent with accounting principles, principles of good governance and of fiscal and operational sustainability. Definition "Net Assets" is the correct term for a non-profit society's surplus of assets over liabilities at a point in time. "Retained earnings" is a concept used in a for profit company and refers to the equity available to the shareholders. The definition in the proposed JOA is a misnomer that reflects a misunderstanding of the nature of the Associations and perpetuates that misunderstanding in Clause 13.3. "Retained earnings" is a term of art in the accounting field and is distinguished from net assets. As a general proposition retained earnings refers to earnings of a commercial business that are retained by the company rather than distributed to shareholders. A non-profit society has no shareholders who would ever be entitled to a distribution of earnings and is precluded from making any financial distribution to its members. The relationship between a company and its shareholders is quite different from the relationship between a society and its members. In publications Chartered Professional Accountants have described that difference in part as follows: Net assets, sometimes referred to as equity or fund balances, is the residual interest in a not-for-profit organization's assets after deducting its liabilities. Net assets may include specific categories of items whose use may be either restricted or unrestricted. Not-for-profit organizations are entities, normally without transferable ownership interests, organized and operated exclusively for social, educational, professional, religious, health, charitable or any other not-for-profit purpose. A not-for-profit organization's members, contributors and other resource providers do not, in such capacity, receive any financial return directly from the organization. Our audited statements reflect that use, and its use in place of "retained earnings" in the agreement would be consistent, avoid confusion, and be in keeping with good governance practice. Rather than add new terms to the JOA that require definitions we should use the proper accounting phrase which is generally accepted in the accounting field and consistent with good governance. This is one of five issues that, for the reasons stated, are fundamental to any decision by the Dunbar Community Centre Association and its members to agree to the terms and conditions of the proposed JOA.

[Killarney] 1. DEFINITIONS (a) "ActiveNet" has the meaning ascribed in Section 15.1; (b) "Applicable Laws" means all laws, regulations and policies of any governmental authority, including Park Board or City bylaws, which are applicable to each of the party's operations in the Jointly Operated Facilities and the roles and responsibilities of each party under this Agreement; (c) "Association Board" means the Board of Directors of the Association; (d) "Association Equipment" has the meaning ascribed in Section 16.2 of this Agreement; (e) "Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; (ii) recovering revenue paid to the Association in error due to processing or calculating errors which resulted in the Association receiving revenue which it is not entitled pursuant to this Agreement (with prior written notification); (iii) the Registration System subscription fee on Facility-Generated Revenue. The subscription fee is fixed at 1% for the term of the agreement (2014- 2019) with Active Network Ltd.; and (iv) any other deductions to be made from revenue and which are agreed to in writing by the Association; (g) "CCAs" means, collectively, the community centre associations which work with the Park Board pursuant to joint operating agreements and provide services in respect of the Community Centre Network; (h) "City" means the City of Vancouver, as a Municipal Corporation; (i) "Community Centre Fund" means a Park Board administered fund created by payments from the CCAs, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality

of Programming and services delivered throughout the Community Centre Network to the benefit of the public; (j) "Community Centre Network" means the network of community centre facilities in the City of Vancouver operated by the Park Board in conjunction with CCAs pursuant to joint operating agreements; (k+) "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. (k) "Director of Recreation" means the Director of Recreation of the Park Board, and their successors or those authorized to act in their place; (l) "Effective Date" means April 1, 2017, which is the date that this Agreement comes into effect; (m) "Entire Facility" means the building and facilities commonly known as the _____ community centre, and the Lands, surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks or field houses within or in the vicinity of the _____ community centre and which are administered by the Park Board; (n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund, a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); (o) "Fiscal Year" means the 12 month period which is the fiscal year of the Park Board or the Association, respectively, as the context requires. The fiscal year of the Park Board commences on the first day of January in one calendar year and ends on the last day of December in the same calendar year; (p) "General Manager" means the General Manager of the Park Board, and his successors or those authorized to act in his place; (q) "Jointly Operated Facilities" means the portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly shown in Appendix A and which, for the purposes of this Agreement, shall not include surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, including the Outdoor Areas, unless expressly identified in Schedule A; (r) "Lands" mean those lands that are commonly known as _____ and legally described as _____; (s) "Licensed Childcare" means regulated programs for children under the Community Care and Assisted Living Act (as may be amended or replaced), and which may include infant toddler daycare, pre-school programs or before or after school programs; (t) "OneCard" means the universal access card provided by the Park Board which access products are loaded onto, and which enables access to products and services at all centres within the Community Centre Network; (u) "Outdoor Areas" mean the parks surrounding or adjacent to the building known as the _____ community centre, playing fields and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks, plazas or field houses which are administered by the Park Board and used for Programming; (v) "Park Board" means the Vancouver Board of Parks and Recreation; (w) "Park Board Employees" means employees or contractors retained by the City to provide services to or on behalf of the Park

Board; (x) "Programming" means the physical, recreational, cultural, educational, social and capacity-building programs and other services offered to members of the public through registered or unregistered programs administered and run in or through the Jointly Operated Facilities, including the System-wide Programs, but which, for greater certainty, does not include Licensed Childcare; (y) "Public Policy" means policy, priorities and objectives adopted or determined by the Park Board that pertain to access, operations and use of the overall recreation system, including the Community Centre Network, or which may address statutory or regulatory compliance, risk management, system-wide financial issues, sustainability goals for the recreation system, or which are aimed at ensuring better health or quality of life outcomes for the residents of the City of Vancouver; (z) "Recreation Supervisor" means the recreation supervisor at the Jointly Operated Facilities who is employed by the Park Board, and their successors or those authorized to act in their place; (aa) "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations; (bb) "Financial Reserves" means the net assets of the Association (cc) "Satellite Locations" means locations where the Association offers Programming or services but which locations are not part of the Jointly Operated Facilities and are not otherwise owned or leased by the Park Board; provided that, "satellite locations" shall not include locations that are used to offer Programming or services that are not registered for or offered through the Jointly Operated Facilities or are being provided without the assistance of the Park Board; (dd) "Society Act" means the Society Act, RSBC 1996, c. 433, as may be amended or replaced from time to time; [Note: reference to be updated once new legislation enacted in November] (ee) "Staffing Cost Recovery Payment" means the amount to be paid by the Association to the Park Board for the full cost of employment of certain Park Board employees at the Jointly Operated Facilities who are performing work as requested by the Association to provide additional support for Programming or Association services, including the "Group 1" costs, and as many be further detailed in Appendix C; (ff) "System-wide Programs" means local, area-based or city-wide Programming offered within and across the Community Centre Network to provide key developmental, health, cultural or social benefits to the city-wide community or a specific sub-population of the city-wide community, and which programs are designated by the Park Board; (gg) "System-wide Planning Session" has the meaning ascribed in Section 14.2; and (hh) "Term" means the term of this Agreement set out in 3.1, as may be extended or renewed pursuant to 3.2.

[Kerrisdale] (bb). requires an updated definition that excludes donation unless that donation is to the PB, not the association. The PB also has no right to control donations or fundraising revenue given or earned strictly to the CC. Public policy has no reference to the importance of the CC in determining this PP

[Kerrisdale] (e) REPLACE WITH "Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; (f) REPLACE WITH "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; (i) "Community Centre Fund" means a Park Board administered fund created by payments from the CCAs, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; ADD "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and

complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. (n) REPLACE WITH "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) INSERT "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund , a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); (aa) REPLACE WITH "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations; (bb) REPLACE "RETAINED EARNINGS" WITH "Financial Reserves" means the net assets of the Association

[Kensington] (e) "Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; (ii) recovering revenue paid to the Association in error due to processing or calculating errors which resulted in the Association receiving revenue which it is not entitled pursuant to this Agreement (with prior written notification); (iii) the Registration System subscription fee on Facility-Generated Revenue. The subscription fee is fixed at 1% for the term of the agreement (2014- 2019) with Active Network Ltd.; and (iv) any other deductions to be made from revenue and which are agreed to in writing by the Association; (g) "CCAs" means, collectively, the community centre associations which work with the Park Board pursuant to joint operating agreements and provide services in respect of the Community Centre Network; (h) "City" means the City of Vancouver, as a Municipal Corporation; (i) "Community Centre Fund" means a Park Board administered fund created by payments from the CCAs, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; (j) "Community Centre Network" means the network of community centre facilities in the City of Vancouver operated by the Park Board in conjunction with CCAs pursuant to joint operating agreements; (k+) "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to

the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. (k) "Director of Recreation" means the Director of Recreation of the Park Board, and their successors or those authorized to act in their place; (l) "Effective Date" means April 1, 2017, which is the date that this Agreement comes into effect; (m) "Entire Facility" means the building and facilities commonly known as the _____ community centre, and the Lands, surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks or field houses within or in the vicinity of the _____ community centre and which are administered by the Park Board; (n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund, a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%; (o) "Fiscal Year" means the 12 month period which is the fiscal year of the Park Board or the Association, respectively, as the context requires. The fiscal year of the Park Board commences on the first day of January in one calendar year and ends on the last day of December in the same calendar year; (p) "General Manager" means the General Manager of the Park Board, and his successors or those authorized to act in his place; (q) "Jointly Operated Facilities" means the portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly shown in Appendix A and which, for the purposes of this Agreement, shall not include surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, including the Outdoor Areas, unless expressly identified in Schedule A; (r) "Lands" mean those lands that are commonly known as _____ and legally described as _____; (s) "Licensed Childcare" means regulated programs for children under the Community Care and Assisted Living Act (as may be amended or replaced), and which may include infant toddler daycare, pre-school programs or before or after school programs; (t) "OneCard" means the universal access card provided by the Park Board which access products are loaded onto, and which enables access to products and services at all centres within the Community Centre Network; (u) "Outdoor Areas" mean the parks surrounding or adjacent to the building known as the _____ community centre, playing fields and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks, plazas or field houses which are administered by the Park Board and used for Programming; (v) "Park Board" means the Vancouver Board of Parks and Recreation; (w) "Park Board Employees" means employees or contractors retained by the City to provide services to or on behalf of the Park Board; (x) "Programming" means the physical, recreational, cultural, educational, social and capacity-building programs and other services offered to members of the public through registered or unregistered programs administered and run in or through the Jointly Operated Facilities, including the System-wide Programs, but which, for greater certainty, does not include Licensed Childcare; (y) "Public Policy" means policy, priorities and objectives adopted or determined by the Park Board that pertain to access, operations and use of the overall recreation system, including the Community Centre Network, or which may address statutory or regulatory compliance, risk management, system-wide financial issues, sustainability goals for the recreation system, or which are aimed at ensuring better health or quality of life outcomes for the residents of the City of

Vancouver; (z) "Recreation Supervisor" means the recreation supervisor at the Jointly Operated Facilities who is employed by the Park Board, and their successors or those authorized to act in their place; (aa) "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations; (bb) "Financial Reserves" means the net assets of the Association (cc) "Satellite Locations" means locations where the Association offers Programming or services but which locations are not part of the Jointly Operated Facilities and are not otherwise owned or leased by the Park Board; provided that, "satellite locations" shall not include locations that are used to offer Programming or services that are not registered for or offered through the Jointly Operated Facilities or are being provided without the assistance of the Park Board; (dd) "Society Act" means the Society Act, RSBC 1996, c. 433, as may be amended or replaced from time to time; [Note: reference to be updated once new legislation enacted in November]

[Kerrisdale] (e) "Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; (ii) recovering revenue paid to the Association in error due to processing or calculating errors which resulted in the Association receiving revenue which it is not entitled pursuant to this Agreement (with prior written notification); (iii) the Registration System subscription fee on Facility-Generated Revenue. The subscription fee is fixed at 1% for the term of the agreement (2014- 2019) with Active Network Ltd.; and (iv) any other deductions to be made from revenue and which are agreed to in writing by the Association; (g) "CCAs" means, collectively, the community centre associations which work with the Park Board pursuant to joint operating agreements and provide services in respect of the Community Centre Network; (h) "City" means the City of Vancouver, as a Municipal Corporation; (i) "Community Centre Fund" means a Park Board administered fund created by payments from the CCAs, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; (j) "Community Centre Network" means the network of community centre facilities in the City of Vancouver operated by the Park Board in conjunction with CCAs pursuant to joint operating agreements; (k+) "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. (k) "Director of Recreation" means the Director of Recreation of the Park Board, and their successors or those authorized to act in their place; (l) "Effective Date" means April 1, 2017, which is the date that this Agreement comes into effect; (m) "Entire Facility" means the building and facilities commonly known as the _____ community centre, and the Lands, surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks or field houses within or in the vicinity of the _____ community centre

and which are administered by the Park Board; (n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund, a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); (o) "Fiscal Year" means the 12 month period which is the fiscal year of the Park Board or the Association, respectively, as the context requires. The fiscal year of the Park Board commences on the first day of January in one calendar year and ends on the last day of December in the same calendar year; (p) "General Manager" means the General Manager of the Park Board, and his successors or those authorized to act in his place; (q) "Jointly Operated Facilities" means the portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly shown in Appendix A and which, for the purposes of this Agreement, shall not include surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, including the Outdoor Areas, unless expressly identified in Schedule A; (r) "Lands" mean those lands that are commonly known as _____ and legally described as _____; (s) "Licensed Childcare" means regulated programs for children under the Community Care and Assisted Living Act (as may be amended or replaced), and which may include infant toddler daycare, pre-school programs or before or after school programs; (t) "OneCard" means the universal access card provided by the Park Board which access products are loaded onto, and which enables access to products and services at all centres within the Community Centre Network; (u) "Outdoor Areas" mean the parks surrounding or adjacent to the building known as the _____ community centre, playing fields and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks, plazas or field houses which are administered by the Park Board and used for Programming; (v) "Park Board" means the Vancouver Board of Parks and Recreation; (w) "Park Board Employees" means employees or contractors retained by the City to provide services to or on behalf of the Park Board; (x) "Programming" means the physical, recreational, cultural, educational, social and capacity-building programs and other services offered to members of the public through registered or unregistered programs administered and run in or through the Jointly Operated Facilities, including the System-wide Programs, but which, for greater certainty, does not include Licensed Childcare; (y) "Public Policy" means policy, priorities and objectives adopted or determined by the Park Board that pertain to access, operations and use of the overall recreation system, including the Community Centre Network, or which may address statutory or regulatory compliance, risk management, system-wide financial issues, sustainability goals for the recreation system, or which are aimed at ensuring better health or quality of life outcomes for the residents of the City of Vancouver; (z) "Recreation Supervisor" means the recreation supervisor at the Jointly Operated Facilities who is employed by the Park Board, and their successors or those authorized to act in their place; (aa) "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations; (bb) "Financial Reserves" means the net assets of the Association (cc) "Satellite Locations" means

locations where the Association offers Programming or services but which locations are not part of the Jointly Operated Facilities and are not otherwise owned or leased by the Park Board; provided that, "satellite locations" shall not include locations that are used to offer Programming or services that are not registered for or offered through the Jointly Operated Facilities or are being provided without the assistance of the Park Board; (dd) "Society Act" means the Society Act, RSBC 1996, c. 433, as may be amended or replaced from time to time; [Note: reference to be updated once new legislation enacted in November]

[Thunderbird] 1. DEFINITIONS (a) "ActiveNet" has the meaning ascribed in Section 15.1; (b) "Applicable Laws" means all laws, regulations and policies of any governmental authority, including Park Board or City bylaws, which are applicable to each of the party's operations in the Jointly Operated Facilities and the roles and responsibilities of each party under this Agreement; (c) "Association Board" means the Board of Directors of the Association; (d) "Association Equipment" has the meaning ascribed in Section 16.2 of this Agreement; (e) "Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; (ii) recovering revenue paid to the Association in error due to processing or calculating errors which resulted in the Association receiving revenue which it is not entitled pursuant to this Agreement (with prior written notification); (iii) the Registration System subscription fee on Facility-Generated Revenue. The subscription fee is fixed at 1% for the term of the agreement (2014- 2019) with Active Network Ltd.; and (iv) any other deductions to be made from revenue and which are agreed to in writing by the Association; (g) "CCAs" means, collectively, the community centre associations which work with the Park Board pursuant to joint operating agreements and provide services in respect of the Community Centre Network; (h) "City" means the City of Vancouver, as a Municipal Corporation; (i) "Community Centre Fund" means a Park Board administered fund created by payments from the CCAs, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; (j) "Community Centre Network" means the network of community centre facilities in the City of Vancouver operated by the Park Board in conjunction with CCAs pursuant to joint operating agreements; (k+) "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. (k) "Director of Recreation" means the Director of Recreation of the Park Board, and their successors or those authorized to act in their place; (l) "Effective Date" means April 1, 2017, which is the date that this Agreement comes into effect; (m) "Entire Facility" means the building and facilities commonly known as the _____ community centre, and the Lands, surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks or field houses within or in the vicinity of the _____ community centre and which are administered by the Park Board; (n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association

operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund, a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); (o) "Fiscal Year" means the 12 month period which is the fiscal year of the Park Board or the Association, respectively, as the context requires. The fiscal year of the Park Board commences on the first day of January in one calendar year and ends on the last day of December in the same calendar year; (p) "General Manager" means the General Manager of the Park Board, and his successors or those authorized to act in his place; (q) "Jointly Operated Facilities" means the portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly shown in Appendix A and which, for the purposes of this Agreement, shall not include surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, including the Outdoor Areas, unless expressly identified in Schedule A; (r) "Lands" mean those lands that are commonly known as _____ and legally described as _____; (s) "Licensed Childcare" means regulated programs for children under the Community Care and Assisted Living Act (as may be amended or replaced), and which may include infant toddler daycare, pre-school programs or before or after school programs; (t) "OneCard" means the universal access card provided by the Park Board which access products are loaded onto, and which enables access to products and services at all centres within the Community Centre Network; (u) "Outdoor Areas" mean the parks surrounding or adjacent to the building known as the _____ community centre, playing fields and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks, plazas or field houses which are administered by the Park Board and used for Programming; (v) "Park Board" means the Vancouver Board of Parks and Recreation; (w) "Park Board Employees" means employees or contractors retained by the City to provide services to or on behalf of the Park Board; (x) "Programming" means the physical, recreational, cultural, educational, social and capacity-building programs and other services offered to members of the public through registered or unregistered programs administered and run in or through the Jointly Operated Facilities, including the System-wide Programs, but which, for greater certainty, does not include Licensed Childcare; (y) "Public Policy" means policy, priorities and objectives adopted or determined by the Park Board that pertain to access, operations and use of the overall recreation system, including the Community Centre Network, or which may address statutory or regulatory compliance, risk management, system-wide financial issues, sustainability goals for the recreation system, or which are aimed at ensuring better health or quality of life outcomes for the residents of the City of Vancouver; (z) "Recreation Supervisor" means the recreation supervisor at the Jointly Operated Facilities who is employed by the Park Board, and their successors or those authorized to act in their place; (aa) "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations; (bb) "Financial Reserves" means the net assets of the Association (cc) "Satellite Locations" means locations where the Association offers Programming or services but which locations are not part of the Jointly Operated Facilities and are not otherwise owned or leased by the Park Board; provided that, "satellite locations" shall not include locations that are used to offer

Programming or services that are not registered for or offered through the Jointly Operated Facilities or are being provided without the assistance of the Park Board; (dd) "Society Act" means the Society Act, RSBC 1996, c. 433, as may be amended or replaced from time to time; [Note: reference to be updated once new legislation enacted in November] (ee) "Staffing Cost Recovery Payment" means the amount to be paid by the Association to the Park Board for the full cost of employment of certain Park Board employees at the Jointly Operated Facilities who are performing work as requested by the Association to provide additional support for Programming or Association services, including the "Group 1" costs, and as many be further detailed in Appendix C; (ff) "System-wide Programs" means local, area-based or city-wide Programming offered within and across the Community Centre Network to provide key developmental, health, cultural or social benefits to the city-wide community or a specific sub-population of the city-wide community, and which programs are designated by the Park Board; (gg) "System-wide Planning Session" has the meaning ascribed in Section 14.2; and (hh) "Term" means the term of this Agreement set out in 3.1, as may be extended or renewed pursuant to 3.2.

[Douglas Park] (a) "ActiveNet" has the meaning ascribed in Section 15.1; (b) "Applicable Laws" means all laws, regulations and policies of any governmental authority, including Park Board or City bylaws, which are applicable to each of the party's operations in the Jointly Operated Facilities and the roles and responsibilities of each party under this Agreement; (c) "Association Board" means the Board of Directors of the Association; (d) "Association Equipment" has the meaning ascribed in Section 16.2 of this Agreement; (e) "Association Employees Staff" has the meaning ascribed in Section 11.1 of this Agreement; (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; (ii) recovering revenue paid to the Association in error due to processing or calculating errors which resulted in the Association receiving revenue which it is not entitled pursuant to this Agreement (with prior written notification); (iii) the Registration System subscription fee on Facility-Generated Revenue. The subscription fee is fixed at 1% for the term of the agreement (2014- 2019) with Active Network Ltd.; and (iv) any other deductions to be made from revenue and which are agreed to in writing by the Association; (g) "CCAs" means, collectively, the community centre associations which work with the Park Board pursuant to joint operating agreements and provide services in respect of the Community Centre Network; (h) "City" means the City of Vancouver, as a Municipal Corporation; (i) "Community Centre Fund" means a Park Board administered fund created by payments from the CCAs and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; (j) "Community Centre Network" means the network of community centre facilities in the City of Vancouver operated by the Park Board in conjunction with CCAs pursuant to joint operating agreements; (k+) "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. (k) "Director of Recreation" means the Director of Recreation of the Park Board, and their successors or those authorized to act in their place; (l) "Effective Date" means April 1, 2017, which is the date that this Agreement comes

into effect; (m) "Entire Facility" means the building and facilities commonly known as the _____ community centre, and the Lands, surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks or field houses within or in the vicinity of the _____ community centre and which are administered by the Park Board; (n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund, a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); (o) "Fiscal Year" means the 12 month period which is the fiscal year of the Park Board or the Association, respectively, as the context requires. The fiscal year of the Park Board commences on the first day of January in one calendar year and ends on the last day of December in the same calendar year; (p) "General Manager" means the General Manager of the Park Board, and his successors or those authorized to act in his place; (q) "Jointly Operated Facilities" means the portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly shown in Appendix A and which, for the purposes of this Agreement, shall not include surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, including the Outdoor Areas, unless expressly identified in Schedule A; (r) "Lands" mean those lands that are commonly known as _____ and legally described as _____; (s) "Licensed Childcare" means regulated programs for children under the Community Care and Assisted Living Act (as may be amended or replaced), and which may include infant toddler daycare, pre-school programs or before or after school programs; (t) "OneCard" means the universal access card provided by the Park Board which access products are loaded onto, and which enables access to products and services at all centres within the Community Centre Network; (u) "Outdoor Areas" mean the parks surrounding or adjacent to the building known as the _____ community centre, playing fields and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks, plazas or field houses which are administered by the Park Board and used for Programming; (v) "Park Board" means the Vancouver Board of Parks and Recreation; (w) "Park Board Employees" means employees or contractors retained by the City to provide services to or on behalf of the Park Board; (x) "Programming" means the physical, recreational, cultural, educational, social and capacity-building programs and other services offered to members of the public through registered or unregistered programs administered and run in or through the Jointly Operated Facilities, including the System-wide Programs, but which, for greater certainty, does not include Licensed Childcare; (y) "Public Policy" means policy, priorities and objectives adopted or determined by the Park Board that pertain to access, operations and use of the overall recreation system, including the Community Centre Network, or which may address statutory or regulatory compliance, risk management, system-wide financial issues, sustainability goals for the recreation system, or which are aimed at ensuring better health or quality of life outcomes for the residents of the City of Vancouver; (z) "Recreation Supervisor" means the recreation supervisor at the Jointly Operated Facilities who is employed by the Park Board, and their successors or those authorized to act in their place; (aa) "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store

information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations; (bb) "Financial Reserves" means the net assets of the Association (cc) "Satellite Locations" means locations where the Association offers Programming or services but which locations are not part of the Jointly Operated Facilities and are not otherwise owned or leased by the Park Board; provided that, "satellite locations" shall not include locations that are used to offer Programming or services that are not registered for or offered through the Jointly Operated Facilities or are being provided without the assistance of the Park Board; (dd) "Society Act" means the Society Act, RSBC 1996, c. 433, as may be amended or replaced from time to time; [Note: reference to be updated once new legislation enacted in November] (ee) "Staffing Cost Recovery Payment" means the amount to be paid by the Association to the Park Board for the full cost of employment of certain Park Board employees at the Jointly Operated Facilities who are performing work as requested by the Association to provide additional support for Programming or Association services, including the "Group 1" costs, and as many be further detailed in Appendix C; (ff) "System-wide Programs" means local, area-based or city-wide Programming offered within and across the Community Centre Network to provide key developmental, health, cultural or social benefits to the city-wide community or a specific sub-population of the city-wide community, and which programs are designated by the Park Board; (gg) "System-wide Planning Session" has the meaning ascribed in Section 14.2; and (hh) "Term" means the term of this Agreement set out in 3.1, as may be extended or renewed pursuant to 3.2.

[Kensington] f (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; iCommunity Centre Fund" means a Park Board administered fund created by payments from the CCAs, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public KConsultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. n(n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; n+"Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund , a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); q (q) "Jointly Operated Facilities" means the portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly shown in Appendix A aa (aa) "Registration System" means the common recreation and registration

management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations

bb "Financial Reserves" means the net assets of the Association

ff(ff) "System-wide Programs" means area-based or city-wide Programming offered within and across the Community Centre Network to provide key developmental, health, cultural or social benefits to the city-wide community or a specific sub-population of the city-wide community, and which programs are designated by the Park Board

[Kerrisdale] ActiveNet" has the meaning ascribed in Section 15.1; (b) "Applicable Laws" means all laws, regulations and policies of any governmental authority, including Park Board or City bylaws, which are applicable to each of the party's operations in the Jointly Operated Facilities and the roles and responsibilities of each party under this Agreement; (c) "Association Board" means the Board of Directors of the Association; (d) "Association Equipment" has the meaning ascribed in Section 16.2 of this Agreement; (e) "Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; (ii) recovering revenue paid to the Association in error due to processing or calculating errors which resulted in the Association receiving revenue which it is not entitled pursuant to this Agreement (with prior written notification); (iii) the Registration System subscription fee on Facility-Generated Revenue. The subscription fee is fixed at 1% for the term of the agreement (2014- 2019) with Active Network Ltd.; and (iv) any other deductions to be made from revenue and which are agreed to in writing by the Association; (g) "CCAs" means, collectively, the community centre associations which work with the Park Board pursuant to joint operating agreements and provide services in respect of the Community Centre Network; (h) "City" means the City of Vancouver, as a Municipal Corporation; (i) "Community Centre Fund" means a Park Board administered fund created by payments from the CCAs, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; (j) "Community Centre Network" means the network of community centre facilities in the City of Vancouver operated by the Park Board in conjunction with CCAs pursuant to joint operating agreements; (k+) "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. (k) "Director of Recreation" means the Director of Recreation of the Park Board, and their successors or those authorized to act in their place; (l) "Effective Date" means April 1, 2017, which is the date that this Agreement comes into effect; (m) "Entire Facility" means the building and facilities commonly known as the _____ community centre, and the Lands, surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks or field houses within or in the vicinity of the _____ community centre and which are administered by the Park Board; (n) "Facility-Generated

Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund, a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); (o) "Fiscal Year" means the 12 month period which is the fiscal year of the Park Board or the Association, respectively, as the context requires. The fiscal year of the Park Board commences on the first day of January in one calendar year and ends on the last day of December in the same calendar year; (p) "General Manager" means the General Manager of the Park Board, and his successors or those authorized to act in his place; (q) "Jointly Operated Facilities" means the portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly shown in Appendix A and which, for the purposes of this Agreement, shall not include surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, including the Outdoor Areas, unless expressly identified in Schedule A; (r) "Lands" mean those lands that are commonly known as _____ and legally described as _____; (s) "Licensed Childcare" means regulated programs for children under the Community Care and Assisted Living Act (as may be amended or replaced), and which may include infant toddler daycare, pre-school programs or before or after school programs; (t) "OneCard" means the universal access card provided by the Park Board which access products are loaded onto, and which enables access to products and services at all centres within the Community Centre Network; (u) "Outdoor Areas" mean the parks surrounding or adjacent to the building known as the _____ community centre, playing fields and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks, plazas or field houses which are administered by the Park Board and used for Programming; (v) "Park Board" means the Vancouver Board of Parks and Recreation; (w) "Park Board Employees" means employees or contractors retained by the City to provide services to or on behalf of the Park Board; (x) "Programming" means the physical, recreational, cultural, educational, social and capacity-building programs and other services offered to members of the public through registered or unregistered programs administered and run in or through the Jointly Operated Facilities, including the System-wide Programs, but which, for greater certainty, does not include Licensed Childcare; (y) "Public Policy" means policy, priorities and objectives adopted or determined by the Park Board that pertain to access, operations and use of the overall recreation system, including the Community Centre Network, or which may address statutory or regulatory compliance, risk management, system-wide financial issues, sustainability goals for the recreation system, or which are aimed at ensuring better health or quality of life outcomes for the residents of the City of Vancouver; (z) "Recreation Supervisor" means the recreation supervisor at the Jointly Operated Facilities who is employed by the Park Board, and their successors or those authorized to act in their place; (aa) "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations; (bb) "Financial Reserves" means the net assets of the Association (cc) "Satellite Locations" means locations where the Association offers Programming or services but which

locations are not part of the Jointly Operated Facilities and are not otherwise owned or leased by the Park Board; provided that, "satellite locations" shall not include locations that are used to offer Programming or services that are not registered for or offered through the Jointly Operated Facilities or are being provided without the assistance of the Park Board; (dd) "Society Act" means the Society Act, RSBC 1996, c. 433, as may be amended or replaced from time to time; [Note: reference to be updated once new legislation enacted in November] (ee) "Staffing Cost Recovery Payment" means the amount to be paid by the Association to the Park Board for the full cost of employment of certain Park Board employees at the Jointly Operated Facilities who are performing work as requested by the Association to provide additional support for Programming or Association services, including the "Group 1" costs, and as many be further detailed in Appendix C; (ff) "System-wide Programs" means local, area-based or city-wide Programming offered within and across the Community Centre Network to provide key developmental, health, cultural or social benefits to the city-wide community or a specific sub-population of the city-wide community, and which programs are designated by the Park Board; (gg) "System-wide Planning Session" has the meaning ascribed in Section 14.2; and (hh) "Term" means the term of this Agreement set out in 3.1, as may be extended or renewed pursuant to 3.2.

[West Point Grey] 1. At (e), change the phrase "Association Staff" to "Association Employees" so it reads as follows: (e) "Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; 2. Change (f) to read as follows: (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: (i) Credit, debit card, and terminal transaction fees will be set at rate(s) no higher than the lowest rate offered by a 3rd party provider to any City or Municipality in Metro Vancouver and will be reviewed annually; (ii) recovering revenue paid to the Association in error due to processing or calculating errors which resulted in the Association receiving revenue which it is not entitled pursuant to this Agreement (with prior written notification); (iii) the Registration System subscription fee on Facility-Generated Revenue. The subscription fee is fixed at 1% for the term of the agreement (2014- 2019) with Active Network Ltd.; and (iv) any other deductions to be made from revenue and which are agreed to in writing by the Association; 3. Change (i) to read as follows: (i) "Community Centre Fund" means a Park Board administered fund created by that payments from the CCAs to and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; 4. After (j), insert a new definition of "Consultation" to read as follows: [new number] "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. 5. Change (n) to read as follows: (n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; 6. After (n), insert a new definition of "Financial Hardship" to read as follows: [new

number] "Financial Hardship" means, in relation to the Community Centre Fund , a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); 7. At (q), change the phrase "Schedule A" to read "Appendix A" so it reads as follows: (q) "Jointly Operated Facilities" means the portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly shown in Appendix A and which, for the purposes of this Agreement, shall not include surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, including the Outdoor Areas, unless expressly identified in Appendix A; 8. At (aa), add the following phrase at the end of the section: "following Consultation with the CCAs" so it reads as follows: (aa) "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following Consultation with the CCAs; 9. At (bb) change the section to read as follows: "Financial Reserves" means the net assets of the Association.

[Kitsilano] Change (e) to read: Association Employees has the meaning ascribed in Section 11.1 of this Agreement; Change (f) to read: Authorized Deductions means deductions for amounts owing by the Association to the City of Vancouver/Park Board in respect of: (i) credit, debit card and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a third party provided to any city or municipality in Metro Vancouver and will be reviewed annually; Change (i) to read: Community Centre Fund means a Park Board administered fund created by payments from the CCAs which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; Add (k): Consultation means: i. the party proposing an action shall provide the other party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding party to prepare its views on the matter in advance of any action; ii. the proposing party shall provide the notice to the responding party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding party shall have the opportunity to present its views on the matter to the proposing party; and iv. the proposing party will give full and fair consideration of any views presented by the responding party before making any final decision. Change (n) to read: Facility Generated Revenue means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming, including at Satellite Locations, room rentals, any Association operated fitness centre, special events held in the Jointly Operated Facilities, and any other revenue identified as "facility generated revenue" in Appendix C, but excludes revenue from grants, donations, bequests, fundraising, interest and investment income, rental deposits, membership fees, Associated operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; Change (o) to read: Financial Hardship means, in relation to the Park Board/Community Centre Equity Fund, a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue - Program Expenses / Program Revenue < 5%); Add to (ab) following meaningful consultation with the Associations; Change (ac) to read: Financial Reserves means the net assets of the Association

[West End] Definition of employee" (e) "Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; Please include the suggested definition of Consultation: (k+) "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding

Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. The definition of Facility Generated revenue needs to be reworked. Interest and investment income needs absolutely needs to be excluded. This is proposed language (n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; Please change the definition of Retained Earnings to " Financial Reserves"

[West End] WECCA suggests to change wording to the following: registered society with an elected board of directors that plays an important role contributing to the success of the Community Centre Network, including by delivering Programming and services which Ensure a healthy, engaged and inclusive community. In conjunction with the Park Board, the Association has operated the (insert name of community centre) since (Date of incorporation inserted here) (e) "Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; i (i) should be changed to the following to more accurately reflect the purpose of the fund: Community Centre Fund" means a Park Board administered fund created by payments from the CCAs, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public 1 (k) should be changed to reflect the following more accurately; "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. 1 (n) should be changed to the following which more accurately reflect reality within each Centre; (n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; 1(bb) should be changed to reflect generally acceptable accounting terms; "Financial Reserves" means the net assets of the Association

[Grandview/Trout Lake] "Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; "Community Centre Fund" means a Park Board administered fund created by payments from the CCAs, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; "Community Centre Network" means the network of community centre facilities in the City of Vancouver operated by the Park Board in conjunction with CCAs pursuant to joint operating agreements; (k+) "Consultation" means: the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund , a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations; "Financial Reserves" means the net assets of the Association "Society Act" means the Society Act, RSBC 1996, c. 433, as may be amended or replaced from time to time; [Note: reference to be updated once new legislation enacted in November]

[Kerrisdale] (a) "ActiveNet" has the meaning ascribed in Section 15.1; (b) "Applicable Laws" means all laws, regulations and policies of any governmental authority, including Park Board or City bylaws, which are applicable to each of the party's operations in the Jointly Operated Facilities and the roles and responsibilities of each party under this Agreement; (c) "Association Board" means the Board of Directors of the Association; (d) "Association Equipment" has the meaning ascribed in Section 16.2 of this Agreement; (e) "Association Employees Staff" has the meaning ascribed in Section 11.1 of this Agreement; (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (g) (i) 03rd party provider credit, debit card or terminal transaction fees, which are 2.1% as of the Effective Date, Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; (i) recovering revenue paid to the Association in error due to processing or calculating errors which resulted in the Association receiving revenue which it is not entitled pursuant to this

Agreement (with prior written notification); (ii) the Registration System subscription fee on Facility-Generated Revenue. The subscription fee is fixed at 1% for the term of the agreement (2014- 2019) with Active Network Ltd.; and (iii) any other deductions to be made from revenue and which are agreed to in writing by the Association; (h) "CCAs" means, collectively, the community centre associations which work with the Park Board pursuant to joint operating agreements and provide services in respect of the Community Centre Network; (i) "City" means the City of Vancouver, as a Municipal Corporation; (j) "Park Board / Community Centre Equity Fund " means a Park Board administered fund that the CCAs will contribute to, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; (k) "Community Centre Network" means the network of community centre facilities in the City of Vancouver operated by the Park Board in conjunction with CCAs pursuant to joint operating agreements; (k+) Consultation means - - - (l) "Director of Recreation" means the Director of Recreation of the Park Board, and their successors or those authorized to act in their place; (m) "Effective Date" means April 1, 2017, which is the date that this Agreement comes into effect; (n) "Entire Facility" means the building and facilities commonly known as the _____ community centre, and the Lands, surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks or field houses within or in the vicinity of the _____ community centre and which are administered by the Park Board; (o) "Facility-Generated Revenue" means all revenue generated by the Association's use of the Jointly Operated Facilities, including from Programming (including at Satellite Locations), room rentals, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes grant, donation, fundraising, and membership fee revenue; (p) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund , a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); (q) "Fiscal Year" means the 12 month period which is the fiscal year of the Park Board or the Association, respectively, as the context requires. The fiscal year of the Park Board commences on the first day of January in one calendar year and ends on the last day of December in the same calendar year; (r) "General Manager" means the General Manager of the Park Board, and his successors or those authorized to act in his place; (s) "Jointly Operated Facilities" means the portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly shown in Appendix A and which, for the purposes of this Agreement, shall not include surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, including the Outdoor Areas, unless expressly identified in Schedule A; (t) "Lands" mean those lands that are commonly known as _____ and legally described as _____; (u) "Licensed Childcare" means regulated programs for children under the Community Care and Assisted Living Act (as may be amended or replaced), and which may include infant toddler daycare, pre-school programs or before or after school programs; (v) "OneCard" means the universal access card provided by the Park Board

which access products are loaded onto, and which enables access to products and services at all centres within the Community Centre Network; (w) "Outdoor Areas" mean the parks surrounding or adjacent to the building known as the _____ community centre, playing fields and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks, plazas or field houses which are administered by the Park Board and used for Programming; (x) "Park Board" means the Vancouver Board of Parks and Recreation; (y) "Park Board Employees" means employees or contractors retained by the City to provide services to or on behalf of the Park Board; (z) "Programming" means the physical, recreational, cultural, educational, social and capacity-building programs and other services offered to members of the public through registered or unregistered programs administered and run in or through the Jointly Operated Facilities, including the System-wide Programs, but which, for greater certainty, does not include Licensed Childcare; (aa) "Public Policy" means policy, priorities and objectives adopted or determined by the Park Board that pertain to access, operations and use of the overall recreation system, including the Community Centre Network, or which may address statutory or regulatory compliance, risk management, system-wide financial issues, sustainability goals for the recreation system, or which are aimed at ensuring better health or quality of life outcomes for the residents of the City of Vancouver; (bb) "Recreation Supervisor" means the recreation supervisor at the Jointly Operated Facilities who is employed by the Park Board, and their successors or those authorized to act in their place; (cc) "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations; (dd) "Retained Earnings" FINANCIAL RESERVES means the unspent revenue accumulated by the Association over time from Facility-Generated Revenue or grant, donation, fundraising or membership fee revenue (ee) "Satellite Locations" means locations where the Association offers Programming or services but which locations are not part of the Jointly Operated Facilities and are not otherwise owned or leased by the Park Board; provided that, "satellite locations" shall not include locations that are used to offer Programming or services that are not registered for or offered through the Jointly Operated Facilities or are being provided without the assistance of the Park Board; (ff) "Society Act" means the Society Act, RSBC 1996, c. 433, as may be amended or replaced from time to time; [Note: reference to be updated once new legislation enacted in November] (gg) "Staffing Cost Recovery Payment" means the amount to be paid by the Association to the Park Board for the full cost of employment of certain Park Board employees at the Jointly Operated Facilities who are performing work as requested by the Association to provide additional support for Programming or Association services, including the "Group 1" costs, and as many be further detailed in Appendix C; (hh) "System-wide Programs" means local, area-based or city-wide Programming offered within and across the Community Centre Network to provide key developmental, health, cultural or social benefits to the city-wide community or a specific sub-population of the city-wide community, and which programs are designated by the Park Board; (ii) "System-wide Planning Session" has the meaning ascribed in Section 14.2; and (jj) "Term" means the term of this Agreement set out in 3.1, as may be extended or renewed pursuant to 3.2.

[Hastings] See below and note section e) f) i) k+) n) n+) q) aa) bb) dd) (a) "ActiveNet" has the meaning ascribed in Section 15.1; (b) "Applicable Laws" means all laws, regulations and policies of any governmental authority, including Park Board or City bylaws, which are applicable to each of the party's operations in the Jointly Operated Facilities and the roles and responsibilities of each party under this Agreement; (c) "Association Board" means the Board of Directors of the Association; (d) "Association Equipment" has the meaning ascribed in Section 16.2 of this Agreement; (e)

"Association Employees" has the meaning ascribed in Section 11.1 of this Agreement; (f) "Authorized Deductions" means deductions for amounts owing by the Association to the City of Vancouver/ Park Board in respect of: SEE 13.2 (b) p. 19 (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; (ii) recovering revenue paid to the Association in error due to processing or calculating errors which resulted in the Association receiving revenue which it is not entitled pursuant to this Agreement (with prior written notification); (iii) the Registration System subscription fee on Facility-Generated Revenue. The subscription fee is fixed at 1% for the term of the agreement (2014- 2019) with Active Network Ltd.; and (iv) any other deductions to be made from revenue and which are agreed to in writing by the Association; (g) "CCAs" means, collectively, the community centre associations which work with the Park Board pursuant to joint operating agreements and provide services in respect of the Community Centre Network; (h) "City" means the City of Vancouver, as a Municipal Corporation; (i) "Community Centre Fund" means a Park Board administered fund created by payments from the CCAs, and which will be allocated to achieve Public Policy goals within the Community Centre Network through enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; (j) "Community Centre Network" means the network of community centre facilities in the City of Vancouver operated by the Park Board in conjunction with CCAs pursuant to joint operating agreements; (k+) "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. (k) "Director of Recreation" means the Director of Recreation of the Park Board, and their successors or those authorized to act in their place; (l) "Effective Date" means April 1, 2017, which is the date that this Agreement comes into effect; (m) "Entire Facility" means the building and facilities commonly known as the _____ community centre, and the Lands, surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks or field houses within or in the vicinity of the _____ community centre and which are administered by the Park Board; (n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund , a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); (o) "Fiscal Year" means the 12 month period which is the fiscal year of the Park Board or the Association, respectively, as the context requires. The fiscal year of the Park Board commences on the first day of January in one calendar year and ends on the last day of December in the same calendar year; (p) "General Manager" means the General Manager of the Park Board, and his successors or those authorized to act in his place; (q) "Jointly Operated Facilities" means the

portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly shown in Appendix A and which, for the purposes of this Agreement, shall not include surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, including the Outdoor Areas, unless expressly identified in Schedule A; (r) "Lands" mean those lands that are commonly known as _____ and legally described as _____; (s) "Licensed Childcare" means regulated programs for children under the Community Care and Assisted Living Act (as may be amended or replaced), and which may include infant toddler daycare, pre-school programs or before or after school programs; (t) "OneCard" means the universal access card provided by the Park Board which access products are loaded onto, and which enables access to products and services at all centres within the Community Centre Network; (u) "Outdoor Areas" mean the parks surrounding or adjacent to the building known as the _____ community centre, playing fields and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks, plazas or field houses which are administered by the Park Board and used for Programming; (v) "Park Board" means the Vancouver Board of Parks and Recreation; (w) "Park Board Employees" means employees or contractors retained by the City to provide services to or on behalf of the Park Board; (x) "Programming" means the physical, recreational, cultural, educational, social and capacity-building programs and other services offered to members of the public through registered or unregistered programs administered and run in or through the Jointly Operated Facilities, including the System-wide Programs, but which, for greater certainty, does not include Licensed Childcare; (y) "Public Policy" means policy, priorities and objectives adopted or determined by the Park Board that pertain to access, operations and use of the overall recreation system, including the Community Centre Network, or which may address statutory or regulatory compliance, risk management, system-wide financial issues, sustainability goals for the recreation system, or which are aimed at ensuring better health or quality of life outcomes for the residents of the City of Vancouver; (z) "Recreation Supervisor" means the recreation supervisor at the Jointly Operated Facilities who is employed by the Park Board, and their successors or those authorized to act in their place; (aa) "Registration System" means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but which may be replaced or substituted with another system at the discretion of the Park Board following meaningful consultation with the Associations; (bb) "Financial Reserves" means the net assets of the Association (cc) "Satellite Locations" means locations where the Association offers Programming or services but which locations are not part of the Jointly Operated Facilities and are not otherwise owned or leased by the Park Board; provided that, "satellite locations" shall not include locations that are used to offer Programming or services that are not registered for or offered through the Jointly Operated Facilities or are being provided without the assistance of the Park Board; (dd) "Society Act" means the Society Act, RSBC 1996, c. 433, as may be amended or replaced from time to time; [Note: reference to be updated once new legislation enacted in November] (ee) "Staffing Cost Recovery Payment" means the amount to be paid by the Association to the Park Board for the full cost of employment of certain Park Board employees at the Jointly Operated Facilities who are performing work as requested by the Association to provide additional support for Programming or Association services, including the "Group 1" costs, and as many be further detailed in Appendix C; (ff) "System-wide Programs" means local, area-based or city-wide Programming offered within and across the Community Centre Network to provide key developmental, health, cultural or social benefits to the city-wide community or a specific sub-population of the city-wide community, and which programs are designated by the Park Board; (gg) "System-wide Planning Session" has the meaning ascribed in

Section 14.2; and (hh) "Term" means the term of this Agreement set out in 3.1, as may be extended or renewed pursuant to 3.2.

[Mount Pleasant] e) Substitute "employees" for "staff". f) Revise (i) Credit, debit card, and terminal transaction fees will be set a rate(s) no higher than the lowest rate offered by a 3rd party provided to any City or Municipality in Metro Vancouver and will be reviewed annually; (i) Rename CCIF as "Community Investment Fund" Insert between (j) & (k): "Consultation" means: i. the Party proposing an action shall provide the other Party with a full and complete notice of the matter to be decided in sufficient form and detail to allow the responding Party to prepare its views on the matter in advance of any action; ii. the proposing Party shall provide the notice to the responding Party in a reasonable period of time relative to the deadline for the decision to be made to permit the responding party to prepare its response; iii. the responding Party shall have the opportunity to present its views on the matter to the proposing Party; and iv. the proposing Party will give full and fair consideration of any views presented by the responding Party before making any final decision. (m) ADD: The Park Board should advise the Community Centre Association of proposed changes to parks & recreation facilities in the vicinity, and recognize the CCA's ability to liaise with their community & advocate on issues concerning those parks & recreation facilities. (n) REPLACE: (n) "Facility-Generated Revenue" means revenue generated by the Association's use of the Jointly Operated Facilities including from Programming (including at Satellite Locations), room rentals, and any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as "facility-generated revenue" in Appendix C, but excludes revenue from grants, donations and bequests, fundraising, interest and investment income, rental deposits, membership fees, Association-operated Licensed Childcare, payments due under childcare leases made with the Association, and concessions and vending machines; (n+) "Financial Hardship" means, in relation to the Park Board / Community Centre Equity Fund , a situation where net revenue from programming is no more than five percent (5%) of all program revenue (Program Revenue – Program Expenses)/Program Revenue < 5%); (aa) Add: following meaningful consultation with the Associations; (bb) Rename "Retained Earnings" to "Financial Reserves".

2. LEGAL RELATIONSHIP

[Killarney] 2. LEGAL RELATIONSHIP The Park Board and the Association are independent contracting bodies, not legal partners nor joint employers, nor are they in a landlord-tenant relationship. This agreement is being entered into between the parties to create certainty around the roles and obligations of the parties with respect to their operations at the Jointly Operated Facilities and to permit the Association's use and operations at the Jointly Operated Facilities, including for the provision of Programming and services to the public through the Jointly Operated Facilities for the benefit of the residents of City of Vancouver.

[Kerrisdale] Insert.... 'balanced and equal' certainty around the roles and obligations' This statement as it was written is heavily slanted to PB

[Thunderbird] 2. LEGAL RELATIONSHIP The Park Board and the Association are independent contracting bodies, not legal partners nor joint employers, nor are they in a landlord-tenant relationship. This agreement is being entered into between the parties to create certainty around the roles and obligations of the parties with respect to their operations at the Jointly Operated Facilities and to permit the Association's use and operations at the Jointly Operated Facilities, including for the provision of Programming and services to the public through the Jointly Operated Facilities for the benefit of the residents of City of Vancouver.

[Douglas Park] The Park Board and the Association are independent contracting bodies, not legal partners nor joint employers, nor are they in a landlord-tenant relationship. This agreement is

being entered into between the parties to create certainty around the roles and obligations of the parties with respect to their operations at the Jointly Operated Facilities and to permit the Association's use and operations at the Jointly Operated Facilities, including for the provision of Programming and services to the public through the Jointly Operated Facilities for the benefit of the residents of City of Vancouver.
[Kensington] When you define a legal relationship by what it is not then all other legal relationships which could apply does apply if this is your intent then leave as is
[Kerrisdale] The Park Board and the Association are independent contracting bodies, not legal partners nor joint employers, nor are they in a landlord-tenant relationship. This agreement is being entered into between the parties to create certainty around the roles and obligations of the parties with respect to their operations at the Jointly Operated Facilities and to permit the Association's use and operations at the Jointly Operated Facilities, including for the provision of Programming and services to the public through the Jointly Operated Facilities for the benefit of the residents of City of Vancouver.
[West End] The renewal terms need more clarification : Suggested language CCAs and legal counsel have suggested include: The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.
[Grandview/Trout Lake] 2. LEGAL RELATIONSHIP The Park Board and the Association are independent contracting bodies, not legal partners nor joint employers, nor are they in a landlord-tenant relationship. This agreement is being entered into between the parties to create certainty around the roles and obligations of the parties with respect to their operations at the Jointly Operated Facilities and to permit the Association's use and operations at the Jointly Operated Facilities, including for the provision of Programming and services to the public through the Jointly Operated Facilities for the benefit of the residents of City of Vancouver.
[Hastings] See below: The Park Board and the Association are independent contracting bodies, not legal partners nor joint employers, nor are they in a landlord-tenant relationship. This agreement is being entered into between the parties to create certainty around the roles and obligations of the parties with respect to their operations at the Jointly Operated Facilities and to permit the Association's use and operations at the Jointly Operated Facilities, including for the provision of Programming and services to the public through the Jointly Operated Facilities for the benefit of the residents of City of Vancouver.

3. TERM OF AGREEMENT

3.1 Term

Term and termination can't be separated
Paragraph re: payment from termination section should be closer to term section (applies to both)
Relates to 19.3 (closure or change to facility)
Duplicate wording in 19.3 and 2nd to last paragraph in 20
[e-mail input – Oct 5 CCA group] This Agreement is for a Term of five (5) years, commencing on the Effective Date.
[Dunbar] 4. Term of the agreement The current proposal is represented as a five-year term renewable with two renewal terms subject to some conditional termination provisions and provisions for amendment. Dunbar is of the view that the conditional termination provisions make the renewal terms illusory because the Agreement can end for effectively no reason at any time without recourse. Dunbar suggests that these concerns could be relieved by providing for one 10 year term with provision for amendments and termination for cause. Such clauses would demonstrate commitment to the process and to the relationship without unreasonably limiting the parties from managing the relationship and the terms of the agreement. This is one of five issues that, for the reasons stated, are fundamental to any decision by the Dunbar Community Centre Association and its members to agree to the terms and conditions of the proposed JOA.
[Killarney] 3.1 Term This Agreement is for a Term of five (5) years, commencing on the Effective Date.
[Kerrisdale] No need for a term, what is purpose other than to end PB relation to CC?
[Thunderbird] 3. TERM OF AGREEMENT 3.1 Term This Agreement is for a Term of five (5) years, commencing on the Effective Date.
[Douglas Park] This Agreement is for a Term of five (5) years, commencing on the Effective Date.
[Kerrisdale] This Agreement is for a Term of five (5) years, commencing on the Effective Date.
[Grandview/Trout Lake] 3.1 Term This Agreement is for a Term of five (5) years, commencing on the Effective Date.
[Hastings] See below: This Agreement is for a Term of five (5) years, commencing on the Effective Date.

3. TERM OF AGREEMENT

3.2 Renewal

Difficult to understand how it can work for so many different centres.
Consider 10 & 10 terms
Clarify if all or individual centres can request change as per middle paragraph
Adjust wording to attach to appendix if particular to only one facility
[e-mail input – Oct 5 CCA group] The parties shall have two (2) consecutive options to renew this Agreement, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term.

If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term.

At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may:

- (a) agree to reinstitute the existing agreement, or
- (b) agree to enter into good faith negotiations to draft and complete a new JOA, and
- (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated.

[Strathcona] Need to have a provision for reminder notice of renewal. As board's change over time, we suggest PB agree to issue reminder notice 6 months before end of term.

[Killarney] 3.2 Renewal The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kerrisdale] See above

[Kerrisdale] REPLACE WITH The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kensington] Renewal The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Grandview/Trout Lake] Draft say's after 15 years if both parties WISH to renew, perhaps stronger language to ensure we don't end up repeating were were doing now

[Kerrisdale] 3.2 Renewal The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Thunderbird] 3.2 Renewal The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to

draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Douglas Park] The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kensington] The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kerrisdale] The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all

elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[West Point Grey] Change section 3.2 so it reads as follows: The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is executed. [Insert new clause 3.3] (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kitsilano] Change 3.2 to read: The parties shall have two (2) consecutive options to renew this Agreement unchanged, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least six (6) months prior to the expiration of the then current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. In the event of non-renewal or termination pursuant to clause 20 of this agreement, all outstanding payments between the parties will become immediately due and payable, subject to withholding.

[West End] Th renewal process should follow the following terms to make renewal acceptable for both parties; 3.2 Renewal The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew

at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Grandview/Trout Lake] 3.2 Renewal The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that {00553786v1} 6 DRAFT 2 - JOA term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kerrisdale] The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Hastings] See below and note 3.2 a) b) c) The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the

other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated.

(3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Mount Pleasant] REPLACE WITH: The parties shall have two (2) consecutive options to renew this Agreement UNCHANGED, each for a term of five (5) years. No later than six (6) months prior to the expiry of the then-current term, either party may provide written notification to the other party of that party's election to not renew the Agreement. The Agreement will then automatically expire at the end of that term subject to sub-clauses (a), (b) and (c). Absent such notification from either party, where there is an elected renewal term remaining, the Agreement will automatically renew at the end of the then-current term. If either party wishes to amend any terms or conditions of this Agreement prior to renewal, that party must give the other party written notice of such request at least 6 months prior to the expiration of the then-current term. At the end of the Term and all elected renewal terms, to a maximum of 15 years, this Agreement will terminate. At the termination of this agreement, both parties shall meet to review the expired agreement and may: (a) agree to reinstitute the existing agreement, or (b) agree to enter into good faith negotiations to draft and complete a new JOA, and (c) during any period of negotiations, the existing agreement shall remain in full force and effect until a new agreement is negotiated. (3.3(moved from clause 20) IN THE EVENT OF NON-RENEWAL OR termination PURSUANT TO CLAUSE 20 BELOW, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

4. ASSOCIATION GOVERNANCE

[Killarney] 4. ASSOCIATION GOVERNANCE The Association covenants and agrees that: (a) it will be governed by a constitution and bylaws that comply with, and it will conduct itself at all times in accordance with, the requirements of the Society Act; (b) the purpose of the Association will be consistent with benefiting the local community and members of the public through the provision of Programming and other services; (c) it shall adopt bylaws and governance procedures that are consistent with the Societies Act; (d) as it pertains to activities carried out under this Agreement, the Association will adopt and adhere to appropriate good governance policies; (e) to prevent a conflict of interest, no elected City or Park Board official can sit on the Board of the Association and any Association Board member who has formally indicated a decision to run for election to the City Council or Park Board will immediately resign from the Association Board (f) it will comply with its policy obligations under Section 6.1.

[Kerrisdale] Associations work for the benefit of their communities first and foremost, and secondarily for the greater City. There is no way that each CC can hope to comply with changing City or PB policies, particularly if we disagree with them. This whole sections assumes that the CC

is just a complier of everything the PB does without any input. This whole section is too 'PB centric'
[Kerrisdale] REPLACE WITH The Association covenants and agrees that: (a) it will be governed by a constitution and bylaws that comply with, and it will conduct itself at all times in accordance with, the requirements of the Society Act; (b) the purpose of the Association will be consistent with benefiting the local community and members of the public through the provision of Programming and other services; (c) it shall adopt bylaws and governance procedures that are consistent with the Societies Act; (d) as it pertains to activities carried out under this Agreement, the Association will adopt and adhere to appropriate good governance policies; (e) to prevent a conflict of interest, no elected City or Park Board official can sit on the Board of the Association and any Association Board member who has formally indicated a decision to run for election to the City Council or Park Board will immediately resign from the Association Board (f) it will comply with its policy obligations under Section 6.1.
[Thunderbird] 4. ASSOCIATION GOVERNANCE The Association covenants and agrees that: (a) it will be governed by a constitution and bylaws that comply with, and it will conduct itself at all times in accordance with, the requirements of the Society Act; (b) the purpose of the Association will be consistent with benefiting the local community and members of the public through the provision of Programming and other services; (c) it shall adopt bylaws and governance procedures that are consistent with the Societies Act; (d) as it pertains to activities carried out under this Agreement, the Association will adopt and adhere to appropriate good governance policies; (e) to prevent a conflict of interest, no elected City or Park Board official can sit on the Board of the Association and any Association Board member who has formally indicated a decision to run for election to the City Council or Park Board will immediately resign from the Association Board (f) it will comply with its policy obligations under Section 6.1.
[Douglas Park] The Association covenants and agrees that: (a) it will be governed by a constitution and bylaws that comply with, and it will conduct itself at all times in accordance with, the requirements of the Society Act; (b) the purpose of the Association will be consistent with benefiting the local and citywide community and members of the public through the provision of Programming and other services; (c) it shall not adopt bylaws and governance procedures that are consistent with the Societies Act; (d) as it pertains to activities carried out under this Agreement, the Association will adopt and adhere to appropriate good governance policies; (e) to prevent a conflict of interest, no elected City or Park Board official can sit on the Board of the Association and any Association Board member who has formally indicated a decision to run for election to the City Council or Park Board will immediately resign from the Association Board (f) it will comply with its policy obligations under Section 6.1.
[Kerrisdale] The Association covenants and agrees that: (a) it will be governed by a constitution and bylaws that comply with, and it will conduct itself at all times in accordance with, the requirements of the Society Act; (b) the purpose of the Association will be consistent with benefiting the local community and members of the public through the provision of Programming and other services; (c) it shall adopt bylaws and governance procedures that are consistent with the Societies Act; (d) as it pertains to activities carried out under this Agreement, the Association will adopt and adhere to appropriate good governance policies; (e) to prevent a conflict of interest, no elected City or Park Board official can sit on the Board of the Association and any Association Board member who has formally indicated a decision to run for election to the City Council or Park Board will immediately resign from the Association Board (f) it will comply with its policy obligations under Section 6.1.

[West Point Grey] Change section 4.0 (b) and (c) so it reads as follows: 4. ASSOCIATION GOVERNANCE The Association covenants and agrees that: (a) it will be governed by a constitution and bylaws that comply with, and it will conduct itself at all times in accordance with, the requirements of the Society Act; (b) the purpose of the Association will be consistent with benefiting the local community and members of the public through the provision of Programming and other services; (c) it shall adopt bylaws and governance procedures that are consistent with the Society Act; (d) as it pertains to activities carried out under this Agreement, the Association will adopt and adhere to appropriate good governance policies; (e) to prevent a conflict of interest, no elected City or Park Board official can sit on the Board of the Association and any Association Board member who has formally indicated a decision to run for election to the City Council or Park Board will immediately resign from the Association Board (f) it will comply with its policy obligations under Section 6.1.

[Kitsilano] Change 4 (b) to read: the purpose of the Association will be consistent with benefiting the local community and members of the public through the provision of Programming and other services; Change 4 (c) to read: it shall adopt bylaws and governance procedures that are consistent with the Societies Act

[West End] The proposed language for sections 4c to 4e need to be reworked. The members of the association will have to determine the bylaws . While we may agree to changes in the case of bylaw changes we are at the mercy of our membership who are obliged certain rights under the society act. 4E The suggestion for a person to take leave during an election period, if they run for office will not work. Under the Society act you are either a member or not. The association would have to amend their bylaws to persuade a person to resign. They could then be re-appointed after the election. If bylaws have to be changed to accommodate the new JOA then an amount of time for those changes to be implemented will have to be considered. It would be impossible to be immediately compliant as we have notice periods and would require drafting time and a special general meeting to make the proposed changes.

[Grandview/Trout Lake] 4. ASSOCIATION GOVERNANCE The Association covenants and agrees that: it will be governed by a constitution and bylaws that comply with, and it will conduct itself at all times in accordance with, the requirements of the Society Act; the purpose of the Association will be consistent with benefiting the local community and members of the public through the provision of Programming and other services; it shall adopt bylaws and governance procedures that are consistent with the Societies Act; as it pertains to activities carried out under this Agreement, the Association will adopt and adhere to appropriate good governance policies; to prevent a conflict of interest, no elected City or Park Board official can sit on the Board of the Association and any Association Board member who has formally indicated a decision to run for election to the City Council or Park Board will immediately resign from the Association Board it will comply with its policy obligations under Section 6.1.

[Hastings] See below The Association covenants and agrees that: (a) it will be governed by a constitution and bylaws that comply with, and it will conduct itself at all times in accordance with, the requirements of the Society Act; (b) the purpose of the Association will be consistent with benefiting the local community and members of the public through the provision of Programming and other services; (c) it shall adopt bylaws and governance procedures that are consistent with the Societies Act; (d) as it pertains to activities carried out under this Agreement, the Association will adopt and adhere to appropriate good governance policies; (e) to prevent a conflict of interest, no elected City or Park Board official can sit on the Board of the Association and any Association Board member who has formally indicated a decision to run for election to the City Council or Park Board will immediately resign from the Association Board (f) it will comply with its policy obligations under Section 6.1.

[Mount Pleasant] Replace (c) and (d) with: (c) it shall adopt bylaws and governance procedures that are consistent with the Societies Act; (d) as it pertains to activities carried out under this Agreement, the Association will adopt and adhere to appropriate good governance policies;

5. GENERAL OBLIGATIONS AND ROLES OF THE PARTIES

5.1 Mutual Obligations

[Dunbar] 2. Mutual Obligations The proposed JOA does not adequately describe the common or mutual goals of the parties entering into this business relationship. The description of mutual obligations and the respective obligations of the parties are missing a reference to the mutual purposes. The "whereas" clauses capture a lot of the objectives of the two parties but they are not an enforceable part of the agreement. To succeed both parties must cooperatively work towards increasing services and their quality, efficiently in a financially sustainable way. It is essential that the collaboration and cooperation required between the parties is reflected in the agreement. A clause should be included in the body of the JOA that recognizes that both parties, their officers, Directors, and staff will work together to create a successful, financially sustainable, effective array of programs and services at the Centre. The clause should emphasize sustainable and strengthened community engagement, community participation, and delivery of sustainable programming and services as mutual obligations, obligations that might also involve a need for training. The agreement clarifies reporting relationships of staff and volunteers of each party and provides for delegation and supervision and indemnity but does not fully address the mutual purpose of creating successful sustainable programs and services. Without agreed cooperation and collaboration towards common purposes, operational and financial viability will not be sustainable. The DCCA requires a clause referencing mutual commitment to common goals as set out below. Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the Dunbar Community Centre and programs and services offered at the Dunbar Community Centre by:

- Promoting and developing programmes and services provided by the Association to achieve increased community engagement and participation and sustainable programming and services.
- Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

This is one of five issues that, for the reasons stated, are fundamental to any decision by the Dunbar Community Centre Association and its members to agree to the terms and conditions of the proposed JOA.

[Killarney] 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: (a) in all dealings with each other, they will each communicate respectfully and act in a manner that reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; (b) they will each perform their contractual obligations honestly and in good faith; and (c) they will each comply with all Applicable Laws and will, when appropriate, obtain all necessary permits and licenses as may be required by Applicable Laws.

[Kerrisdale] Cos play an important role in the development of public policy as it pertains to their centers. CCs are an essential part of the overall picture

[Kerrisdale] REPLACE WITH In addition to the more specific obligations of the parties set out in this Agreement, the Park Board and the Association agree that: (a) in all dealings with each other, they will each communicate respectfully and act in a manner that reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; (b) they will each perform their contractual obligations honestly and in good faith; and (c) they will each

comply with all Applicable Laws and will, when appropriate, obtain all necessary permits and licenses as may be required by Applicable Laws.
[Thunderbird] 5. GENERAL OBLIGATIONS AND ROLES OF THE PARTIES 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: (a) in all dealings with each other, they will each communicate respectfully and act in a manner that reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; (b) they will each perform their contractual obligations honestly and in good faith; and (c) they will each comply with all Applicable Laws and will, when appropriate, obtain all necessary permits and licenses as may be required by Applicable Laws.
[Douglas Park] In addition to the more specific obligations of the parties set out in this Agreement, the Park Board and the Association agree that: (a) in all dealings with each other, they will each communicate respectfully and act in a manner that reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; (b) they will each perform their contractual obligations honestly and in good faith; and (c) they will each comply with all Applicable Laws and will, when appropriate, obtain all necessary permits and licenses as may be required by Applicable Laws.
[Kerrisdale] In addition to the more specific obligations of the parties set out in this Agreement, the Park Board and the Association agree that: (a) in all dealings with each other, they will each communicate respectfully and act in a manner that reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; (b) they will each perform their contractual obligations honestly and in good faith; and (c) they will each comply with all Applicable Laws and will, when appropriate, obtain all necessary permits and licenses as may be required by Applicable Laws.
[Grandview/Trout Lake] 5.1 Mutual Obligations {00553786v1} 7 DRAFT 2 - JOA In addition to the more specific obligations of the parties set out in this Agreement, the Park Board and the Association agree that: in all dealings with each other, they will each communicate respectfully and act in a manner that reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; they will each perform their contractual obligations honestly and in good faith; and they will each comply with all Applicable Laws and will, when appropriate, obtain all necessary permits and licenses as may be required by Applicable Laws.
[Hastings] See below: In addition to the more specific obligations of the parties set out in this Agreement, the Park Board and the Association agree that: (a) in all dealings with each other, they will each communicate respectfully and act in a manner that reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives; (b) they will each perform their contractual obligations honestly and in good faith; and (c) they will each comply with all Applicable Laws and will, when appropriate, obtain all necessary permits and licenses as may be required by Applicable Laws.

5. GENERAL OBLIGATIONS AND ROLES OF THE PARTIES

5.2 Role of the Park Board

5.2(f) & 5.3(b) & 11.1 need clarification and alignment; talking about different staff (PB v CCA)
[Strathcona] (f) PB only is only employer of PB staff. The section doesn't current read that way. Insert "Park Board staff at" after "of" so it reads, "staffing of Park Board staff at the Jointly..."
[Douglas Park] (j) undertaking any capital improvements or renovations... CHange to undertaking any major capital improvements or renovations...

[Mount Pleasant] The association and parks board needs to work collaboratively together as partners.
[Mount Pleasant] While recognizing 5.2, the Association should have the right reserved to consult, liaise, and advocate for the community we serve with regard to all parks and parks facilities within the community that the Association serves.
[Killarney] 5.2 Role of the Park Board The Park Board is an elected board of commissioners with exclusive jurisdiction, possession and control of Vancouver's parks and the authority 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. The Park Board is responsible for: (a) development and implementation of Public Policy; (b) stewardship of City park lands and facilities; (c) stewardship of capital and operating funds allocated by City Council for parks and recreation services; and (d) contracting with CCAs to deliver recreational programs on behalf of the Park Board in accordance with the terms of this Agreement. In addition to the other responsibilities set out in this Agreement, with respect to operations at the Jointly Operated Facilities the Park Board is more specifically responsible for: (e) determining priorities and objectives for implementation of Public Policy at the Jointly Operated Facilities. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not expressly contravene the terms of this Agreement, unless agreed to by the parties in advance; (f) staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities; (g) directing Park Board Employees and volunteers; (h) developing the Park Board budget (operating and capital) for the Entire Facility and allocating resources as appropriate; (i) operating, maintaining and constructing repairs to the Entire Facility in accordance with the Park Board budget; (j) undertaking any capital improvements or renovations to, expansion of, or the construction of new facilities at the Entire Facility, and reconstruction and/or relocation of the Entire Facility if the Entire Facility is rebuilt, in the sole discretion of the Park Board; and (k) providing and being responsible for all facilities, building systems, supplies, and information technology, subject to the obligations of the Association set out in this Agreement, required to operate the Entire Facility.
[Kerrisdale] As CC are expected to identify that our retained earnings are for CC improvements, it is only fair that we are with knowledge about our future potential for these changes before we sign anything
[Kerrisdale] REPLACE (e) and (f) with (e) determining priorities and objectives for implementation of Public Policy at the Jointly Operated Facilities. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities;
[Kensington] (f) staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities;
[Grandview/Trout Lake] (J) (K) Park Board should consult with CCA's
[Kerrisdale] (f) staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities;

[Thunderbird] 5.2 Role of the Park Board The Park Board is an elected board of commissioners with exclusive jurisdiction, possession and control of Vancouver's parks and the authority 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. The Park Board is responsible for: (a) development and implementation of Public Policy; (b) stewardship of City park lands and facilities; (c) stewardship of capital and operating funds allocated by City Council for parks and recreation services; and (d) contracting with CCAs to deliver recreational programs on behalf of the Park Board in accordance with the terms of this Agreement. In addition to the other responsibilities set out in this Agreement, with respect to operations at the Jointly Operated Facilities the Park Board is more specifically responsible for: (e) determining priorities and objectives for implementation of Public Policy at the Jointly Operated Facilities. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not expressly contravene the terms of this Agreement, unless agreed to by the parties in advance; (f) staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities; (g) directing Park Board Employees and volunteers; (h) developing the Park Board budget (operating and capital) for the Entire Facility and allocating resources as appropriate; (i) operating, maintaining and constructing repairs to the Entire Facility in accordance with the Park Board budget; (j) undertaking any capital improvements or renovations to, expansion of, or the construction of new facilities at the Entire Facility, and reconstruction and/or relocation of the Entire Facility if the Entire Facility is rebuilt, in the sole discretion of the Park Board; and (k) providing and being responsible for all facilities, building systems, supplies, and information technology, subject to the obligations of the Association set out in this Agreement, required to operate the Entire Facility.

[Douglas Park] The Park Board is an elected board of commissioners with exclusive jurisdiction, possession and control of Vancouver's parks and the authority 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. The Park Board is responsible for: (a) development and implementation of Public Policy; (b) stewardship of City park lands and facilities; (c) stewardship of capital and operating funds allocated by City Council for parks and recreation services; and (d) contracting with CCAs to deliver recreational programs on behalf of the Park Board in accordance with the terms of this Agreement. In addition to the other responsibilities set out in this Agreement, with respect to operations at the Jointly Operated Facilities the Park Board is more specifically responsible for: (e) determining priorities and objectives for implementation of Public Policy at the Jointly Operated Facilities. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not expressly contravene the terms of this Agreement, unless agreed to by the parties in advance; (f) staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities; (g) directing Park Board Employees and volunteers; (h) developing the Park Board budget (operating and capital) for the Entire Facility and allocating resources as appropriate; (i) operating, maintaining and constructing repairs to the Entire Facility in accordance with the Park Board budget; (j) undertaking any capital improvements or renovations to, expansion of, or the construction of new facilities at the Entire Facility, and reconstruction and/or relocation of the Entire Facility if the Entire Facility is rebuilt, in the sole discretion of the Park Board; and (k) providing and being responsible for all facilities, building systems, supplies, and

information technology, subject to the obligations of the Association set out in this Agreement, required to operate the Entire Facility.
[Kensington] f(f) staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities
[Kerrisdale] The Park Board is an elected board of commissioners with exclusive jurisdiction, possession and control of Vancouver's parks and the authority 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. The Park Board is responsible for: (a) development and implementation of Public Policy; (b) stewardship of City park lands and facilities; (c) stewardship of capital and operating funds allocated by City Council for parks and recreation services; and (d) contracting with CCAs to deliver recreational programs on behalf of the Park Board in accordance with the terms of this Agreement. In addition to the other responsibilities set out in this Agreement, with respect to operations at the Jointly Operated Facilities the Park Board is more specifically responsible for: (e) determining priorities and objectives for implementation of Public Policy at the Jointly Operated Facilities. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not expressly contravene the terms of this Agreement, unless agreed to by the parties in advance; (f) staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities; (g) directing Park Board Employees and volunteers; (h) developing the Park Board budget (operating and capital) for the Entire Facility and allocating resources as appropriate; (i) operating, maintaining and constructing repairs to the Entire Facility in accordance with the Park Board budget; (j) undertaking any capital improvements or renovations to, expansion of, or the construction of new facilities at the Entire Facility, and reconstruction and/or relocation of the Entire Facility if the Entire Facility is rebuilt, in the sole discretion of the Park Board; and (k) providing and being responsible for all facilities, building systems, supplies, and information technology, subject to the obligations of the Association set out in this Agreement, required to operate the Entire Facility.
[West Point Grey] Change 5.2 (e) and (f) to read as follows: (e) determining priorities and objectives for implementation of Public Policy at the Jointly Operated Facilities. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities;
[Kitsilano] 5.2 (e) delete "which includes physical, recreational, arts, cultural, educational, social, and capacity building programs.
[West End] There needs to be more clarity on indemnification we propose adding a Section 7.5 Indemnification: The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.

[Grandview/Trout Lake] 5.2 Role of the Park Board The Park Board is an elected board of commissioners with exclusive jurisdiction, possession and control of Vancouver's parks and the authority 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. The Park Board is responsible for: development and implementation of Public Policy; 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 this Agreement. In addition to the other responsibilities set out in this Agreement, with respect to operations at the Jointly Operated Facilities the Park Board is more specifically responsible for: determining priorities and objectives for implementation of Public Policy at the Jointly Operated Facilities. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not expressly contravene the terms of this Agreement, unless agreed to by the parties in advance; staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities; directing Park Board Employees and volunteers; {00553786v1} 8 DRAFT 2 - JOA developing the Park Board budget (operating and capital) for the Entire Facility and allocating resources as appropriate; operating, maintaining and constructing repairs to the Entire Facility in accordance with the Park Board budget; undertaking any capital improvements or renovations to, expansion of, or the construction of new facilities at the Entire Facility, and reconstruction and/or relocation of the Entire Facility if the Entire Facility is rebuilt, in the sole discretion of the Park Board; and providing and being responsible for all facilities, building systems, supplies, and information technology, subject to the obligations of the Association set out in this Agreement, required to operate the Entire Facility.

[Hastings] See below and note f) The Park Board is an elected board of commissioners with exclusive jurisdiction, possession and control of Vancouver's parks and the authority 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. The Park Board is responsible for: (a) development and implementation of Public Policy; (b) stewardship of City park lands and facilities; (c) stewardship of capital and operating funds allocated by City Council for parks and recreation services; and (d) contracting with CCAs to deliver recreational programs on behalf of the Park Board in accordance with the terms of this Agreement. In addition to the other responsibilities set out in this Agreement, with respect to operations at the Jointly Operated Facilities the Park Board is more specifically responsible for: (e) determining priorities and objectives for implementation of Public Policy at the Jointly Operated Facilities. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not expressly contravene the terms of this Agreement, unless agreed to by the parties in advance; (f) staffing of Park Board Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities; (g) directing Park Board Employees and volunteers; (h) developing the Park Board budget (operating and capital) for the Entire Facility and allocating resources as appropriate; (i) operating, maintaining and constructing repairs to the Entire Facility in accordance with the Park Board budget; (j) undertaking any capital improvements or renovations to, expansion of, or the construction of new facilities at the Entire Facility, and reconstruction and/or relocation of the Entire Facility if the Entire Facility is rebuilt, in the sole discretion of the Park Board; and (k) providing and being responsible for all facilities,

building systems, supplies, and information technology, subject to the obligations of the Association set out in this Agreement, required to operate the Entire Facility.
[Mount Pleasant] REVISE 1st sentence "staffing of Park Board Employees at the Jointly Operated Facilities...."

5. GENERAL OBLIGATIONS AND ROLES OF THE PARTIES

5.3 Role of the Association

[Strathcona] (b) to be consistent with 5.2(f), change wording to "(b) staffing of Association staff and directing volunteers and contractors at the Jointly Operated Facilities." (g) delete "and that the Association practices good corporate governance" as this is already covered in 4(d) and 6.1
(g) change existing Licensed childcare to read existing and future Licensed childcare
[Mount Pleasant] I do not agree with restrictions being placed on the CCA's which limit their activities related to advocating on the part of their communities for more green spaces, outdoor swimming pools or other amenities to be situated in our communities.
[Mount Pleasant] The association and parks board needs to work collaboratively together as partners.
[Mount Pleasant] The Association should have the right reserved to consult, liaise, and advocate for the community we serve with regard to all parks and parks facilities within the community that the Association serves.
[Killarney] 5.3 Role of the Association The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: (a) developing, delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities; (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; (c) fundraising, recruiting and recognizing volunteers, and advocating for the needs of their community, including with respect to services and facilities; (d) engaging with the community and promoting recreation, cultural, social and educational involvement within the community; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly Operated Facilities and Outdoor Areas; (g) if applicable, the administration, delivery and staffing of any existing Licensed Childcare; (h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the (insert name of community centre) and the programs and services offered there by: • Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services. • Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

<p>[Kerrisdale] We cannot to comply with Public Policy, if we don't agree with it! How can we agree with a PB decision that says that are Centres shook be painted purple because it fits under the definition of PP as currently defined!</p>
<p>[Kerrisdale] REPLACE WITH The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: (a) developing, delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities; (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; (c) fundraising, recruiting and recognizing volunteers, and advocating for the needs of their community, including with respect to services and facilities; (d) engaging with the community and promoting recreation, cultural, social and educational involvement within the community; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly Operated Facilities and Outdoor Areas; (g) if applicable, the administration, delivery and staffing of any existing Licensed Childcare; (h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. ADD FOLLOWING SECTION 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the community centre and the programs and services offered there by: • Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services. • Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.</p>
<p>[Kensington] (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) (g) (h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the community centre and the programs and services offered there by: • Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services. • Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.</p>
<p>[Kerrisdale] The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: (a) developing, delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities; (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated</p>

Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; (c) fundraising, recruiting and recognizing volunteers, and advocating for the needs of their community, including with respect to services and facilities; (d) engaging with the community and promoting recreation, cultural, social and educational involvement within the community; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly Operated Facilities and Outdoor Areas; (g) if applicable, the administration, delivery and staffing of any existing Licensed Childcare; (h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the community centre and the programs and services offered there by:

- Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services.
- Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

[Thunderbird] 5.3 Role of the Association The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: (a) developing, delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities; (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; (c) fundraising, recruiting and recognizing volunteers, and advocating for the needs of their community, including with respect to services and facilities; (d) engaging with the community and promoting recreation, cultural, social and educational involvement within the community; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly Operated Facilities and Outdoor Areas; (g) if applicable, the administration, delivery and staffing of any existing Licensed Childcare; (h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the community centre and the programs and services offered there by:

- Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services.
- Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

[Douglas Park] The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: (a) developing, delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities; (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and

staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; (c) fundraising, recruiting and recognizing volunteers, and advocating for the needs of their community, including with respect to services and facilities; (d) engaging with the community and promoting recreation, cultural, social and educational involvement within the community; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly Operated Facilities and Outdoor Areas; (g) if applicable, the administration, delivery and staffing of any existing Licensed Childcare; and (h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association.

[Kensington] The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: b(b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; e(e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; h(h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. New Section 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the (insert name of community centre) and the programs and services offered there by: • Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services. • Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association

[Kerrisdale] The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: (a) developing, delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities; (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; (c) fundraising, recruiting and recognizing volunteers, and advocating for the needs of their community, including with respect to services and facilities; (d) engaging with the community and promoting recreation, cultural, social and educational involvement within the community; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly Operated Facilities and Outdoor Areas; (g) if applicable, the administration, delivery and staffing of any existing Licensed Childcare; (h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association.

[West Point Grey] Change 5.3 to read as follows: 5.3 Role of the Association The Association is an independent society which is governed by the Society Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: (a) developing, delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities; (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; (c) fundraising, recruiting and recognizing volunteers, and advocating for the needs of their community, including with respect to services and facilities; (d) engaging with the community and promoting recreation, cultural, social and educational involvement within the community; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. (f) providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly Operated Facilities and Outdoor Areas; (g) if applicable, the administration, delivery and staffing of any existing Licensed Childcare; and (h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. [Insert new section 5.4] 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the community centre and the programs and services offered there by: • Promoting and developing programs and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services. • Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

[Kitsilano] 5.3 first sentence to read: The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. Amend (b) to read: staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; Amend (e) to read: complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System Wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and conditions of this Agreement unless agreed to by the parties in advance; Amend (h) to read: ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. Add Section 5.4 to read: Mutual Responsibility for Sustainability: The Association and the Park Board have a mutual interest in maintaining the financial viability and sustainability of the community centre and the programs and services offered there by: i. promoting and developing programs and services provided by the Association to achieve improved community engagement and participation, and sustainable programming and services; ii. ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

[West End] We feel the following change better reflects what the responsibility of each party should be; in or from the Jointly Operated Facilities; (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; 5.3 (e) wording should be changed to; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not

contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; 5.4 This is imperative to change wording to better reflect reality; 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the (insert name of community centre) and the programs and services offered there by: • Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services. • Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

[Grandview/Trout Lake] 5.3 Role of the Association The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: developing, delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities; staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; fundraising, recruiting and recognizing volunteers, and advocating for the needs of their community, including with respect to services and facilities; engaging with the community and promoting recreation, cultural, social and educational involvement within the community; complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly Operated Facilities and Outdoor Areas; if applicable, the administration, delivery and staffing of any existing Licensed Childcare; {00553786v1} 9 DRAFT 2 - JOA ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the community centre and the programs and services offered there by: Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services. 5.4 Mutual Sustainability Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

[Kerrisdale] The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: (a) developing, delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities; (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; (c) fundraising, recruiting and recognizing volunteers, and advocating for the needs of their community, including with respect to services and facilities; (d) engaging with the community and promoting recreation, cultural, social and educational involvement within the community; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly

Operated Facilities and Outdoor Areas; (g) if applicable, the administration, delivery and staffing of any existing Licensed Childcare; (h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the community centre and the programs and services offered there by:

- Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services.
- Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

[Hastings] See below and note: intro, b) e) The Association is an independent society which is governed by the Societies Act and the Association's constitution and bylaws. In addition to the other responsibilities set out in this Agreement, the Association is responsible for: (a) developing, delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities; (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; (c) fundraising, recruiting and recognizing volunteers, and advocating for the needs of their community, including with respect to services and facilities; (d) engaging with the community and promoting recreation, cultural, social and educational involvement within the community; (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; (f) providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly Operated Facilities and Outdoor Areas; (g) if applicable, the administration, delivery and staffing of any existing Licensed Childcare; (h) ensuring timely payment of all bills and invoices for amounts owed to the Park Board by the Association. Note Addition of 5.4 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the community centre and the programs and services offered there by:

- Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services.
- Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

[Mount Pleasant] Revise (b) staffing of Association Employees at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the operational requirements of the Jointly Operated Facilities, and directing Association Employees, volunteers and contractors, subject to the provisions of Section 11.2; REVISE: (e) complying with Public Policy implemented by the Park Board at the Jointly Operated Facilities in relation to System-wide Programming. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance; Replace last phrase: (i)": ...amounts owed to the Park Board by the Association" ADD new 5.4 5.4 Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the (insert name of community centre) and the programs and services offered there by:

- Promoting and developing programmes and services provided by the Association to achieve improved community engagement and participation and sustainable programming and services.
- Ensuring that costs

charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

6. POLICIES AND PROCEDURE

6.1 Corporate and Governance Policies

[Strathcona] Elected directors determine policies the CCA adopts. PB can require us to adopt reasonable/appropriate etc policies but cannot tell us the specific policies we have to adopt.

[Killarney] 6.1 Corporate and Governance Policies The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[Kerrisdale] To say the PB are the only people with an understanding of good governance is an insult to all our hard work! We deserve the credit here. We mostly all do great job. I am sorry to say that I have never seen the PB as model for good governance. Listening might be something that the PB should consider.

[Kerrisdale] REPLACE WITH The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[Kensington] Corporate and Governance Policies The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this

Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements.

[Kerrisdale] The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements

[Thunderbird] 6. POLICIES AND PROCEDURE 6.1 Corporate and Governance Policies The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[Douglas Park] The Parties will adopt and adhere to good governance policies. The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are

subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[Kensington] The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[Kerrisdale] The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[West Point Grey] Change Section 6.1 to read as follows: 6.1 Corporate and Governance Policies The Parties will adopt and adhere to good governance policies. The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security

and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[Kitsilano] Amend 1st paragraph to read: The Parties will adopt and adhere to good governance policies. Amend 2nd paragraph to read: The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. Amend 4th paragraph to read: The City and the Park Board are subject to certain laws and have policies in place that are applicable to the operation of the Entire Facility, and the City and the Park Board are party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, subject to existing Association agreements.

[West End] The proposed language around corporate and Governance policies has been refined to reflect responsibility of both parties. Associations have some limits and obligations under the society act and Income tax act when registered charities. This language better reflects that reality: The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[Grandview/Trout Lake] The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are

applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good {00553786v1} 10 DRAFT 2 - JOA governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[Kerrisdale] The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[Hastings] See below and note all: The Parties will adopt and adhere to good governance policies The Parties will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Parties' roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, privacy and security, financial management, risk management and human resources management. For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board Employees will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time. The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, and the City and the Park Board is party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board Employees must comply with such laws, policies and agreements when and where applicable, and subject to existing Association agreements. The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

[Mount Pleasant] Replace "The Association" with "Parties" throughout - this is a joint agreement. Replace 1st paragraph with: The Parties will adopt and adhere to good governance policies Add before "human resources management" in second paragraph: , privacy and security, financial management, Add to end of fourth paragraph: "when and where applicable, and subject to existing Association agreements".

6. POLICIES AND PROCEDURE

6.2 Changes to Public Policy

[Strathcona] delete "expressly" from second to last line in second paragraph. If Public Policy initiatives contravene the JOA in effect, it would be equally problematic. Dispute Resolution could be used to resolve any disagreement about contravention.
[Killarney] 6.2 Changes to Public Policy The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk management, financial constraints or to ensure better health or quality of life outcomes for the residents of the City of Vancouver. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[Kerrisdale] Again we are part of the picture and it should not be assumed that we need to 'comply'.
[Kerrisdale] REPLACE WITH 6.2 Changes to Public Policy The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk management, financial constraints or to ensure better health or quality of life outcomes for the residents of the City of Vancouver. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[Kensington] The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[Kerrisdale] The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[Thunderbird] 6.2 Changes to Public Policy The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk management, financial constraints or to ensure better health or quality of life outcomes for the residents of the City of Vancouver. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[Douglas Park] The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk management, financial constraints or to ensure better health or quality of life outcomes for the residents of the City of Vancouver. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[Kerrisdale] The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk management, financial constraints or to ensure better

health or quality of life outcomes for the residents of the City of Vancouver. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[West Point Grey] Change section 6.2 to read as follows: The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk management, financial constraints or to ensure better health or quality of life outcomes for the residents of the City of Vancouver. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[Kitsilano] Delete 2nd paragraph, and amend 3rd paragraph to read: The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[West End] Here is more simplified language around Public Policy Changes: The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk management, financial constraints or to ensure better health or quality of life outcomes for the residents of the City of Vancouver. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[West End] The following should be changed to reflect the CCA's role in various community activities and locations; The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board.
[Grandview/Trout Lake] 6.2 Changes to Public Policy The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk management, financial constraints or to ensure better health or quality of life outcomes for the residents of the City of Vancouver. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[Kerrisdale] The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk management, financial constraints or to ensure better health or quality of life outcomes for the residents of the City of Vancouver. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.
[Hastings] See below and note all and last paragraph The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk

management, financial constraints or to ensure better health or quality of life outcomes for the residents of the City of Vancouver. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not contravene the terms and spirit of this Agreement, unless agreed to by the parties in advance.

7. PROGRAMMING

7.1 Access to Programming and the Jointly Operated Facilities

[Strathcona] "Programming" misspelled in first line
[Killarney] 7.1 Access to Programming and the Jointly Operated Facilities Public Policy includes policy regarding access to the Jointly Operated Facilities. Access policy may address issues such as reducing barriers to universal access and participation. The current policy with respect to access is attached to this Agreement as Appendix B, and the Association agrees that this policy is acceptable to the Association, as well as binding.
[Kerrisdale] To say that the PB has an exclusive right to deem public importance is wrong. Again the CCs all have an opinion here.
[Kerrisdale] REPLACE WITH 7.1 Access to Programming and the Jointly Operated Facilities Public Policy includes policy regarding access to the Jointly Operated Facilities. Access policy may address issues such as reducing barriers to universal access and participation. The current policy with respect to access is attached to this Agreement as Appendix B, and the Association agrees that this policy is acceptable to the Association, as well as binding.
[Thunderbird] 7. PROGRAMMING 7.1 Access to Programming and the Jointly Operated Facilities Public Policy includes policy regarding access to the Jointly Operated Facilities. Access policy may address issues such as reducing barriers to universal access and participation. The current policy with respect to access is attached to this Agreement as Appendix B, and the Association agrees that this policy is acceptable to the Association, as well as binding.
[Douglas Park] Public Policy includes policy regarding access to the Jointly Operated Facilities. Access policy may address issues such as reducing barriers to universal access and participation. The current policy with respect to access is attached to this Agreement as Appendix B, and the Association agrees that this policy is acceptable to the Association, as well as binding.
[Kerrisdale] Public Policy includes policy regarding access to the Jointly Operated Facilities. Access policy may address issues such as reducing barriers to universal access and participation. The current policy with respect to access is attached to this Agreement as Appendix B, and the Association agrees that this policy is acceptable to the Association, as well as binding.
[West Point Grey] Change Section 7.1 to read as follows: Public Policy includes policy regarding access to the Jointly Operated Facilities. Access policy may address issues such as reducing barriers to universal access and participation. The current policy with respect to access is attached to this Agreement as Appendix B, and the Association agrees that this policy is acceptable to the Association, as well as binding.
[Kitsilano] Amend to read: Public Policy includes policy regarding access to the Jointly Operated Facilities. Access policy may address issues such as reducing barriers to universal access and participation. The current policy with respect to access is attached to this Agreement as Appendix B, and the Association agrees that this policy is acceptable to the Association, as well as binding.
[Grandview/Trout Lake] 7.1 Access to Programming and the Jointly Operated Facilities Public Policy includes policy regarding access to the Jointly Operated Facilities. Access policy may address issues such as reducing barriers to universal access and participation. The current policy with

respect to access is attached to this Agreement as Appendix B, and the Association agrees that this policy is acceptable to the Association, as well as binding.

[Hastings] See below: Public Policy includes policy regarding access to the Jointly Operated Facilities. Access policy may address issues such as reducing barriers to universal access and participation. The current policy with respect to access is attached to this Agreement as Appendix B, and the Association agrees that this policy is acceptable to the Association, as well as binding.

7. PROGRAMMING

7.2 Programming Responsibilities

[Douglas Park] (k) "minor capital equipment" Need to define minor... Under \$5k? Under \$1k?

[Mount Pleasant] Programming needs to be influenced by community members (association) that have a pulse on the demographic make up of the community.

[Mount Pleasant] While respecting 5.2, the the Association should further have the right reserved to consult, liaise, and advocate for the community we serve with regard to all parks and parks facilities within the community that the Association serves.

[Killarney] 7.2 Programming Responsibilities Subject to Sections 7.1 and 7.3, Programing is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board. The Association's responsibilities for Programming include, without limitation: (a) development of the Programming list and schedule; (b) production and circulation of promotional materials such as the Programming brochure; (c) hiring and contracting with instructors/contractors to deliver Programming, including the System-wide Programs; (d) oversight and management of instructors/contractors who are delivering Programming; (e) to provide and be responsible for adequate supplies to operate Programming; (f) oversight, screening and management of any volunteers involved with delivery of Programming and Association services and events; (g) assessment of credentials and compliance with any statutory obligations when recruiting instructors, contractors or volunteers; (h) ensuring Programming is offered safely with proper risk-management and in a safe, inclusive environment; (i) management of Programming-related risks and issues; (j) subject to the Park Board's involvement in System-wide Programs, evaluation of Programming in accordance with Section 7.4; (k) the purchase, maintenance, repair and replacement of minor capital equipment and any specialized equipment used or required for Programming or other Association operations (such as fitness centres or Licensed Childcare), as further detailed in Section 13.2(b), unless any such responsibilities are formally delegated to the Park Board in accordance with Section 11.2. The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.

[Kerrisdale] REPLACE WITH Subject to Sections 7.1 and 7.3, Programing is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board. The Association's responsibilities for Programming include, without limitation: (a) development of the Programming list and schedule; (b) production and circulation of promotional materials such as the Programming brochure; (c) hiring and contracting with instructors/contractors to deliver Programming, including the System-wide

Programs; (d) oversight and management of instructors/contractors who are delivering Programming; (e) to provide and be responsible for adequate supplies to operate Programming; (f) oversight, screening and management of any volunteers involved with delivery of Programming and Association services and events; (g) assessment of credentials and compliance with any statutory obligations when recruiting instructors, contractors or volunteers; (h) ensuring Programming is offered safely with proper risk-management and in a safe, inclusive environment; (i) management of Programming-related risks and issues; (j) subject to the Park Board's involvement in System-wide Programs, evaluation of Programming in accordance with Section 7.4; (k) the purchase, maintenance, repair and replacement of minor capital equipment and any specialized equipment used or required for Programming or other Association operations (such as fitness centres or Licensed Childcare), as further detailed in Section 13.2(b), unless any such responsibilities are formally delegated to the Park Board in accordance with Section 11.2. The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.

[Kensington] Subject to Sections 7.1 and 7.3, Programing is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board. The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.

[Kerrisdale] Subject to Sections 7.1 and 7.3, Programing is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board. The Association's responsibilities for Programming include, without limitation: (a) development of the Programming list and schedule; (b) production and circulation of promotional materials such as the Programming brochure; (c) hiring and contracting with instructors/contractors to deliver Programming, including the System-wide Programs; (d) oversight and management of instructors/contractors who are delivering Programming; (e) to provide and be responsible for adequate supplies to operate Programming; (f) oversight, screening and management of any volunteers involved with delivery of Programming and Association services and events; (g) assessment of credentials and compliance with any statutory obligations when recruiting instructors, contractors or volunteers; (h) ensuring Programming is offered safely with proper risk-management and in a safe, inclusive environment; (i) management of Programming-related risks and issues; (j) subject to the Park Board's involvement in System-wide Programs, evaluation of Programming in accordance with Section 7.4; (k) the purchase, maintenance, repair and replacement of minor capital equipment and any specialized equipment used or required for Programming or other Association operations (such as fitness centres or Licensed Childcare), as further detailed in Section 13.2(b), unless any such responsibilities are formally delegated to the Park Board in accordance with Section 11.2. The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.

[Thunderbird] 7.2 Programming Responsibilities Subject to Sections 7.1 and 7.3, Programing is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board. The Association's

responsibilities for Programming include, without limitation: (a) development of the Programming list and schedule; (b) production and circulation of promotional materials such as the Programming brochure; (c) hiring and contracting with instructors/contractors to deliver Programming, including the System-wide Programs; (d) oversight and management of instructors/contractors who are delivering Programming; (e) to provide and be responsible for adequate supplies to operate Programming; (f) oversight, screening and management of any volunteers involved with delivery of Programming and Association services and events; (g) assessment of credentials and compliance with any statutory obligations when recruiting instructors, contractors or volunteers; (h) ensuring Programming is offered safely with proper risk-management and in a safe, inclusive environment; (i) management of Programming-related risks and issues; (j) subject to the Park Board's involvement in System-wide Programs, evaluation of Programming in accordance with Section 7.4; (k) the purchase, maintenance, repair and replacement of minor capital equipment and any specialized equipment used or required for Programming or other Association operations (such as fitness centres or Licensed Childcare), as further detailed in Section 13.2(b), unless any such responsibilities are formally delegated to the Park Board in accordance with Section 11.2. The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.

[Douglas Park] Subject to Sections 7.1 and 7.3, Programing is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board. The Association's responsibilities for Programming include, without limitation: (a) development of the Programming list and schedule; (b) production and circulation of promotional materials such as the Programming brochure; (c) hiring and contracting with instructors/contractors to deliver Programming, including the System-wide Programs; (d) oversight and management of instructors/contractors who are delivering Programming; (e) to provide and be responsible for adequate supplies to operate Programming; (f) oversight, screening and management of any volunteers involved with delivery of Programming and Association services and events; (g) assessment of credentials and compliance with any statutory obligations when recruiting instructors, contractors or volunteers; (h) ensuring Programming is offered safely with proper risk-management and in a safe, inclusive environment; (i) management of Programming-related risks and issues; (j) subject to the Park Board's involvement in System-wide Programs, evaluation of Programming in accordance with Section 7.4; (k) the purchase, maintenance, repair and replacement of minor capital equipment and any specialized equipment used or required for Programming or other Association operations (such as fitness centres or Licensed Childcare), as further detailed in Section 13.2(b), unless any such responsibilities are formally delegated to the Park Board in accordance with Section 11.2. The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.

[Kensington] 7.2 Programming Responsibilities Subject to Sections 7.1 and 7.3, Programing is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board.

[Kerrisdale] Subject to Sections 7.1 and 7.3, Programing is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of

<p>Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board. The Association's responsibilities for Programming include, without limitation: (a) development of the Programming list and schedule; (b) production and circulation of promotional materials such as the Programming brochure; (c) hiring and contracting with instructors/contractors to deliver Programming, including the System-wide Programs; (d) oversight and management of instructors/contractors who are delivering Programming; (e) to provide and be responsible for adequate supplies to operate Programming; (f) oversight, screening and management of any volunteers involved with delivery of Programming and Association services and events; (g) assessment of credentials and compliance with any statutory obligations when recruiting instructors, contractors or volunteers; (h) ensuring Programming is offered safely with proper risk-management and in a safe, inclusive environment; (i) management of Programming-related risks and issues; (j) subject to the Park Board's involvement in System-wide Programs, evaluation of Programming in accordance with Section 7.4; (k) the purchase, maintenance, repair and replacement of minor capital equipment and any specialized equipment used or required for Programming or other Association operations (such as fitness centres or Licensed Childcare), as further detailed in Section 13.2(b), unless any such responsibilities are formally delegated to the Park Board in accordance with Section 11.2. The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.</p>
<p>[West Point Grey] Change the last paragraph in Section 7.2 to read as follows: The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.</p>
<p>[Kitsilano] Amend 2nd sentence of 1st paragraph to read: The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board.</p>
<p>[West End] There may be times we program in other spaces such as schools which are not in Facilities. This needs to be clarified as below: Subject to Sections 7.1 and 7.3, Programing is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board.</p>
<p>[Grandview/Trout Lake] 7.2 Programming Responsibilities Subject to Sections 7.1 and 7.3, Programming is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board. The Association's responsibilities for Programming include, without limitation: development of the Programming list and schedule; production and circulation of promotional materials such as the Programming brochure; hiring and contracting with instructors/contractors to deliver Programming, including the System-wide Programs; oversight and management of instructors/contractors who are delivering Programming; to provide and be responsible for adequate supplies to operate Programming; {00553786v1} 11 DRAFT 2 - JOA oversight, screening and management of any volunteers involved with delivery of Programming and Association services and events; assessment of credentials and compliance with any statutory obligations when recruiting instructors, contractors or volunteers; ensuring Programming is offered safely with proper risk-management and in a safe, inclusive environment; management of Programming-related risks and issues; subject to the Park Board's involvement in System-wide</p>

Programs, evaluation of Programming in accordance with Section 7.4; the purchase, maintenance, repair and replacement of minor capital equipment and any specialized equipment used or required for Programming or other Association operations (such as fitness centres or Licensed Childcare), as further detailed in Section 13.2(b), unless any such responsibilities are formally delegated to the Park Board in accordance with Section 11.2. The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.

[Kerrisdale] Subject to Sections 7.1 and 7.3, Programming is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board. The Association's responsibilities for Programming include, without limitation: (a) development of the Programming list and schedule; (b) production and circulation of promotional materials such as the Programming brochure; (c) hiring and contracting with instructors/contractors to deliver Programming, including the System-wide Programs; (d) oversight and management of instructors/contractors who are delivering Programming; (e) to provide and be responsible for adequate supplies to operate Programming; (f) oversight, screening and management of any volunteers involved with delivery of Programming and Association services and events; (g) assessment of credentials and compliance with any statutory obligations when recruiting instructors, contractors or volunteers; (h) ensuring Programming is offered safely with proper risk-management and in a safe, inclusive environment; (i) management of Programming-related risks and issues; (j) subject to the Park Board's involvement in System-wide Programs, evaluation of Programming in accordance with Section 7.4; (k) the purchase, maintenance, repair and replacement of minor capital equipment and any specialized equipment used or required for Programming or other Association operations (such as fitness centres or Licensed Childcare), as further detailed in Section 13.2(b), unless any such responsibilities are formally delegated to the Park Board in accordance with Section 11.2. The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.

[Hastings] See below and note intro and last paragraph Subject to Sections 7.1 and 7.3, Programming is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior approval of the Park Board. The Association's responsibilities for Programming include, without limitation: (a) development of the Programming list and schedule; (b) production and circulation of promotional materials such as the Programming brochure; (c) hiring and contracting with instructors/contractors to deliver Programming, including the System-wide Programs; (d) oversight and management of instructors/contractors who are delivering Programming; (e) to provide and be responsible for adequate supplies to operate Programming; (f) oversight, screening and management of any volunteers involved with delivery of Programming and Association services and events; (g) assessment of credentials and compliance with any statutory obligations when recruiting instructors, contractors or volunteers; (h) ensuring Programming is offered safely with proper risk-management and in a safe, inclusive environment; (i) management of Programming-related risks and issues; (j) subject to the Park Board's involvement in System-wide Programs, evaluation of Programming in accordance with Section 7.4; (k) the purchase, maintenance, repair and replacement of minor capital equipment and any specialized equipment used or required for Programming or other Association operations (such as fitness centres or Licensed Childcare), as

further detailed in Section 13.2(b), unless any such responsibilities are formally delegated to the Park Board in accordance with Section 11.2. The Park Board will provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.

[Mount Pleasant] Add to 7.2 1st paragraph after "Outdoor Areas" : "or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of" Last paragraph: Delete the words "agrees that it".

7. PROGRAMMING

7.3 System-wide Programs

better definition of core programs; hours; cycles; revenue processing
Perhaps include in appendices as it may be centre specific
Space may be an issue during summer in relation to day camps
Should be proportionate to size of centre
Not clear whether it means 5 at any time or cumulative
Would like to see demonstrated applicability to community; if goes through program committee should satisfy concern.
Core programs should not displace existing successful programs
Clarify ownership of equipment for core programs
Clarify cost source
Clarify fees and costs and who bears what
Need to remove ambiguity from what was presented previously
Clarify if this refers to a series or specific programs
"programs or topics" need to clarify
Not clear that system-wide programs is only 5
Costs should be PB borne upfront rather than reimbursed later
Include language to clarify intent re: other possible parties that may be contracted to provide core services
Concerned about protecting from corporate/business
Should be a limitation on # of hours and length of each program per term
Definition of "core programs" should be included;
Definitions of "system-wide programs" on 2 pages (5 & 11) and are different
[e-mail letter – Oct 4 Sunset] The standardized programs as proposed are fully at Parks Board discretion but the risk and cost is borne by the community association. This will need more review on discussion before we can accept this risk.
[Killarney] 7.3 System-wide Programs System-wide Programs are standardized programs to be offered across the Community Centre Network. These programs will be based on leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Park Board may designate up to five programs or topics each year for implementation as System-wide Programs, which programs may all be offered at each community centre in the Community Centre Network. The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours

duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[Kerrisdale] We need to know what programs that are going to be initially tagged as a system wide now and not after this agreement is signed

[Kerrisdale] REPLACE WITH System-wide Programs are standardized programs to be offered across the Community Centre Network. These programs will be based on leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Park Board may designate up to five programs or topics each year for implementation as System-wide Programs, which programs may all be offered at each community centre in the Community Centre Network. The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[Kensington] The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of

[Kerrisdale] The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board.

[Thunderbird] 7.3 System-wide Programs System-wide Programs are standardized programs to be offered across the Community Centre Network. These programs will be based on leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Park Board may designate up to five programs or topics each year for implementation as System-wide Programs, which programs may all be offered at each community centre in the Community Centre Network. The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours

duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[Douglas Park] System-wide Programs are standardized programs to be offered across the Community Centre Network. These programs will be based on leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Park Board may designate up to five programs or topics each year for implementation as System-wide Programs, which programs may all be offered at each community centre in the Community Centre Network. The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and up to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will not be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[Kensington] The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks

before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board.

[Kerrisdale] System-wide Programs are standardized programs to be offered across the Community Centre Network. These programs will be based on leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Park Board may designate up to five programs or topics each year for implementation as System-wide Programs, which programs may all be offered at each community centre in the Community Centre Network. The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[West Point Grey] Change 7.3 to read as follows: System-wide Programs are standardized programs to be offered across the Community Centre Network. These programs will be based on

leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Park Board may designate up to five programs or topics each year for implementation as System-wide Programs, which programs may all be offered at each community centre in the Community Centre Network. The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and up to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[Kitsilano] Delete the last two sentences of the first paragraph. Amend the 2nd paragraph to read: The System-side Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycle/season each year, and up to five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. Amend the 3rd paragraph to read: System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. Amend the 4th paragraph to read: The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs for equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board.

Amend the 5th paragraph by deleting "including if such program underperforms or becomes redundant"

[West End] The section on system wide programs need slightly more clarity. This proposed language helps give time lines for changes that reflect the associations different seasons. This will give time to plan and execute new programs. System-wide Programs are standardized programs to be offered across the Community Centre Network. These programs will be based on leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Park Board may designate up to five programs or topics each year for implementation as System-wide Programs, which programs may all be offered at each community centre in the Community Centre Network. The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[West End] The following wording changes are imperative to ensure the success of city wide programming; The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days

after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[Grandview/Trout Lake] 7.3 System-wide Programs System-wide Programs are standardized programs to be offered across the Community Centre Network. These programs will be based on leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Park Board may designate up to five programs or topics each year for implementation as System-wide Programs, which programs may all be offered at each community centre in the Community Centre Network. The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering {00553786v1} 12 DRAFT 2 - JOA System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[Kerrisdale] System-wide Programs are standardized programs to be offered across the Community Centre Network. These programs will be based on leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Park Board may designate up to five programs or topics each year for implementation as System-wide Programs, which programs may all be offered at each community centre in the Community Centre Network. The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total

of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[Hastings] See below and note all: System-wide Programs are standardized programs to be offered across the Community Centre Network. These programs will be based on leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Park Board may designate up to five programs or topics each year for implementation as System-wide Programs, which programs may all be offered at each community centre in the Community Centre Network. The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board. A regular review of outcomes associated with System-wide Programs will be undertaken by the Park Board with the assistance of the CCAs. The Park Board may decide to replace a System-wide Program from time to time.

[Mount Pleasant] Replace 2nd & 3rd paragraphs with: The System-wide Programs for implementation at the Jointly Operated Facilities will be included in the Programming schedule for the Jointly Operated Facilities provided that the Association is notified of the Park Board's intention

to offer these programs no less than 12 weeks before the start of the session. Each program may be offered up to once per Programming registration cycles/seasons each year, and to all five System-wide Programs may be offered during each registration for each centre. Each one of these programs will be no more than 13 hours duration in any session for a maximum total of 65 hours of programming. System-wide Programs will be implemented in collaboration with the Association and will be designed not to duplicate other Programming offered by the Association at the Jointly Operated Facilities. Required qualifications for instructors offering System-wide Programs will be set by the Park Board. 4th paragraph: add the words: "within 30 days after the end of the session" after "reimburse the Association"

7. PROGRAMMING

7.4 Quality Control and Evaluation

[Strathcona] If PB wants CCAs to be responsible for quality control (as per s.7.2(j), then both parties should develop the mechanism. Add the word "develop and" in first line so the line reads, "The parties will develop and implement a system-wide..."

[Killarney] 7.4 Quality Control and Evaluation The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. The Park Board and Association will meet to review System-wide Programs at regular intervals.

[Kerrisdale] REPLACE WITH The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. The Park Board and Association will meet to review System-wide Programs at regular intervals. INSERT 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.

[Kensington] Quality Control and Evaluation The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.

[Kerrisdale] The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis.

[Thunderbird] 7.4 Quality Control and Evaluation The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. The Park Board and Association will meet to review System-

<p>wide Programs at regular intervals. 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.</p>
<p>[Douglas Park] The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. The Park Board and Association will meet to review System-wide Programs at regular intervals.</p>
<p>[Kensington] The Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, it shall reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within 30 days after the end of the session after receipt of financial statements or records that detail the revenues, expenses and losses resulting from the System-wide Programs after the end of the session. If the Association incurs up-front costs equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association. If the Park Board determines that a System-wide Program should be offered free of charge, the costs to run the System-wide Program will be paid for by the Park Board.</p>
<p>[Kerrisdale] The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. The Park Board and Association will meet to review System-wide Programs at regular intervals.</p>
<p>[West Point Grey] Change the first paragraph in Section 7.4 to read as follows: The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. [Insert a new Section 7.5] 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.</p>
<p>[Kitsilano] Amend 1st paragraph to read: The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by the parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. Add 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.</p>
<p>[West End] 7.5 Indemnification We propose the following wording: intervals. 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February</p>

2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.
[Grandview/Trout Lake] 7.4 Quality Control and Evaluation The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. The Park Board and Association will meet to review System-wide Programs at regular intervals. 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.
[Kerrisdale] The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. The Park Board and Association will meet to review System-wide Programs at regular intervals. 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.
[Hastings] See below and note all The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. The Park Board and Association will meet to review System-wide Programs at regular intervals. Note additional Section 7.5 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.
[Mount Pleasant] Add after "mechanism for Programming": "that has been developed by and agreed to by both parties" ADD: New 7.5: 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination

8. ASSOCIATION MEMBERSHIP

Would like to require membership with an option to opt out
Auto membership with registration
Membership is extremely important for societies

Legal opinion for non-profit societies
Paid membership with opt out option
Issues with ActiveNet system and membership fees
Each association to be able to decide; "may" rather than "must"
Allow inducements with membership
Look at VanDusen model re: membership
Drop-in users would not require membership
Members to be actively involved in society
[e-mail input – Sept 25 CCA group] All content agreed except for the change to "Membership is free to all patrons upon registration with an opt out option"
[Roundhouse] The Roundhouse provided an invoice to the PB in March of 2014 in the amount of \$26,685.25 for Net Loss Recovery of Membership Fees pursuant to Interim Agreement of June 6, 2013 (Paragraph 1(c)) based on previous year's actuals. The PB has refused and/or neglected to pay this amount. The Roundhouse is not prepared a new JOA until that is resolved. The PB has given no reason why this remains unpaid.
[Strathcona] membership free, CCAs can issue membership when patron signs up for a program and allow patrons to opt out. We need provision included in here stating that CCA data will not be shared across the CC Network. Also, add it "and the Park Board" in the second to last line of this section so it reads, "The use and distribution of all such data by the Association or the Park Board must be in compliance with Applicable Laws...."
[Killarney] 8. ASSOCIATION MEMBERSHIP The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).
[Kerrisdale] I still feel that a membership fee of \$13.00/year is not a barrier. This old \$1.08 per month or about 3 cents a day. Let us keep our membership. I makes sense, develops loyalty to each CC and enables us to learn more about our members in order to do better job to service their needs.
[Kerrisdale] REPLACE WITH The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made

available independent of program registration and the Association may charge for such membership. At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[Kensington]. ASSOCIATION MEMBERSHIP The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership. At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[Grandview/Trout Lake] "The Association agrees that membership in the Association will not provide discounts or priority registration for room rental..." This doesn't make sense, do you mean.. will not provide discounts or priority registration for programs or room rentals?

[Kerrisdale] 7.4 Quality Control and Evaluation The parties will implement a system-wide quality control mechanism for Programming that has been developed by and agreed to by both parties, and the Association will review Programming using the results from the quality-control system and on an as-needed basis. The Park Board and Association will meet to review System-wide Programs at regular intervals. 7.5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination. 8. ASSOCIATION MEMBERSHIP The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such

membership At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[Thunderbird] 8. ASSOCIATION MEMBERSHIP The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[Douglas Park] The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[Kensington] NEW SECTION 7.5 5 Park Board Indemnification The Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association under the current Indemnity Agreement (February 2000) as amended from time to time. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered

programming activities is in place. This indemnification continues after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination 8 . ASSOCIATION MEMBERSHIP The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[Kerrisdale] The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[West Point Grey] Change Section 8 to read as follows: The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership. At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming

registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[Kitsilano] Replace 8. Association Membership with the following: The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership. At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[Grandview/Trout Lake] 8. ASSOCIATION MEMBERSHIP The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while {00553786v1} 13 DRAFT 2 - JOA allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[Kerrisdale] The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority

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[Hastings] See below and note all: The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership. At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

[Mount Pleasant] REPLACE WITH: 8. ASSOCIATION MEMBERSHIP The Park Board acknowledges that the Association, as a registered society, requires active membership to ensure the governance and active involvement of the community in the Association. The parties agree that membership will not be a prerequisite for registering in a program. The parties agree that the Association may issue a free membership at the time of registration in a program offered by the Association while allowing a patron to decline such membership if the patron wishes to do so. Membership in the Association may be made available independent of program registration and the Association may charge for such membership. At the Association's option, the Park Board will load memberships on to a user's OneCard. The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities. The Association will have direct and unfettered access to its membership and user data information on request for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association board governance (including voting) and grant applications. The use and distribution of all such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

9. USE ALLOCATION FOR JOINTLY OPERATED FACILITIES

consider paying a Group1 programmer to manage room bookings; if CCAs have to fund, can that be deducted from payments to PB;

[Strathcona] 2nd to last para - What is meant by "long-term agreements"? Any long-term agreements should be included in the CCA Appendix. Reference Appendix in this section.
[Douglas Park] (b) who are these other not-for-profit community organizations? Does this include religious and political organizations? Service organizations? Needs to be defined clearly.
[Killarney] 9. USE ALLOCATION FOR JOINTLY OPERATED FACILITIES The Association will have responsibility for allocating the use of Jointly Operated Facilities for the purpose of providing Programming and services. The Association agrees that, at the time of booking, priority in the allocation of space will be given to: (a) Association offered Programming and services as a first priority; (b) use by other not-for-profit community organizations as a second priority; and (c) private rentals as a third priority. From time to time, the Park Board may require first priority short term, reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities such as special events (e.g., municipal, provincial and federal elections, major sporting or cultural events) or short term need for urgent or emergency purposes. The use of space in the Jointly Operated Facilities by the Park Board or the City shall be free of rental charge but subject to all additional costs shall be payable by the Park Board or the City as the case may be. The Park Board will provide the Association with as much notice as possible in the circumstances and work diligently to mitigate any negative impacts to users of the Jointly Operated Facilities. Where possible, the Park Board will assist the Association to locate alternative space to accommodate any Programming or events that may be displaced as a result of the Park Board or City's use. Subject to long-term agreements, the Association shall have control of room rentals in the Jointly Operated Facilities and shall set pricing for such rentals. Any long term (for periods of one year or greater) agreement for use of space in the Jointly Operated Facilities must be approved in advance by the Park Board. The Association will have access to appropriate administrative office space in the Jointly Operated Facilities, including storage space, which may be used for the Association's files and equipment. October 5, 2016 (a) a new Article 11 SHOULD BE #9 will be added: "In accordance with the Association's responsibility for allocating the usage space in the Jointly Operated Facilities, the Association may, at its discretion, enter into arrangements for use of space with affiliated groups or clubs that wish to operate out of the Jointly Operated Facilities. The Association acknowledges and agrees that it may not commit to any arrangement that places an obligation on the Park Board, without the prior consent of the Park Board. All requests from an affiliated group that involve use of space outside of the Jointly Operated Facilities or any obligation on the Park Board (for example, indemnity) must be brought to the Park Board for consideration."
[Kerrisdale] REPLACE WITH The Association will have responsibility for allocating the use of Jointly Operated Facilities for the purpose of providing Programming and services. The Association agrees that, at the time of booking, priority in the allocation of space will be given to: (a) Association offered Programming and services as a first priority; (b) use by other not-for-profit community organizations as a second priority; and (c) private rentals as a third priority. From time to time, the Park Board may require first priority short term, reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities such as special events (e.g., municipal, provincial and federal elections, major sporting or cultural events) or short term need for urgent or emergency purposes. The use of space in the Jointly Operated Facilities by the Park Board or the City shall be free of rental charge but subject to all additional costs shall be payable by the Park Board or the City as the case may be. The Park Board will provide the Association with as much notice as possible in the circumstances and work diligently to mitigate any negative impacts to users of the Jointly Operated Facilities. Where possible, the Park Board will assist the Association to locate alternative space to accommodate any Programming or events that may be displaced as a result of the Park Board or City's use. Subject to long-term agreements, the Association shall have control of room rentals in the Jointly Operated Facilities and shall set pricing for such rentals.

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[Kensington] From time to time, the Park Board may require first priority short term, reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities such as special events (e.g., municipal, provincial and federal elections, major sporting or cultural events) or short term need for urgent or emergency purposes. The use of space in the Jointly Operated Facilities by the Park Board or the City shall be free of rental charge but subject to all additional costs shall be payable by the Park Board or the City as the case may be. The Association will have access to appropriate administrative office space in the Jointly Operated Facilities, including storage space, which may be used for the Association's files and equipment.

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[Thunderbird] 9. USE ALLOCATION FOR JOINTLY OPERATED FACILITIES The Association will have responsibility for allocating the use of Jointly Operated Facilities for the purpose of providing Programming and services. The Association agrees that, at the time of booking, priority in the allocation of space will be given to: (a) Association offered Programming and services as a first priority; (b) use by other not-for-profit community organizations as a second priority; and (c)

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consent of the Park Board. All requests from an affiliated group that involve use of space outside of the Jointly Operated Facilities or any obligation on the Park Board (for example, indemnity) must be brought to the Park Board for consideration."

[Kensington] C (c) private rentals as a third priority. From time to time, the Park Board may require first priority short term, reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities such as special events (e.g., municipal, provincial and federal elections, major sporting or cultural events) or short term need for urgent or emergency purposes. The use of space in the Jointly Operated Facilities by the Park Board or the City shall be free of rental charge but subject to all additional costs shall be payable by the Park Board or the City as the case may. The Association will have access to appropriate administrative office space in the Jointly Operated Facilities, including storage space, which may be used for the Association's files and equipment. October 5, 2016 (a) a new Article 11 SHOULD BE #9 will be added: "In accordance with the Association's responsibility for allocating the usage space in the Jointly Operated Facilities, the Association may, at its discretion, enter into arrangements for use of space with affiliated groups or clubs that wish to operate out of the Jointly Operated Facilities. The Association acknowledges and agrees that it may not commit to any arrangement that places an obligation on the Park Board, without the prior consent of the Park Board. All requests from an affiliated group that involve use of space outside of the Jointly Operated Facilities or any obligation on the Park Board (for example, indemnity) must be brought to the Park Board for consideration

[Kerrisdale] The Association will have responsibility for allocating the use of Jointly Operated Facilities for the purpose of providing Programming and services. The Association agrees that, at the time of booking, priority in the allocation of space will be given to: (a) Association offered Programming and services as a first priority; (b) use by other not-for-profit community organizations as a second priority; and (c) private rentals as a third priority. From time to time, the Park Board may require first priority short term, reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities such as special events (e.g., municipal, provincial and federal elections, major sporting or cultural events) or short term need for urgent or emergency purposes. The use of space in the Jointly Operated Facilities by the Park Board or the City shall be free of rental charge but subject to all additional costs shall be payable by the Park Board or the City as the case may be. The Park Board will provide the Association with as much notice as possible in the circumstances and work diligently to mitigate any negative impacts to users of the Jointly Operated Facilities. Where possible, the Park Board will assist the Association to locate alternative space to accommodate any Programming or events that may be displaced as a result of the Park Board or City's use. Subject to long-term agreements, the Association shall have control of room rentals in the Jointly Operated Facilities and shall set pricing for such rentals. Any long term (for periods of one year or greater) agreement for use of space in the Jointly Operated Facilities must be approved in advance by the Park Board. The Association will have access to appropriate administrative office space in the Jointly Operated Facilities, including storage space, which may be used for the Association's files and equipment. October 5, 2016 (a) a new Article 11 SHOULD BE #9 will be added: "In accordance with the Association's responsibility for allocating the usage space in the Jointly Operated Facilities, the Association may, at its discretion, enter into arrangements for use of space with affiliated groups or clubs that wish to operate out of the Jointly Operated Facilities. The Association acknowledges and agrees that it may not commit to any arrangement that places an obligation on the Park Board, without the prior consent of the Park Board. All requests from an affiliated group that involve use of space outside of the Jointly Operated Facilities or any obligation on the Park Board (for example, indemnity) must be brought to the Park Board for consideration."

[West Point Grey] Change Section 9 to read as follows: The Association will have responsibility for allocating the use of Jointly Operated Facilities for the purpose of providing Programming and services. The Association agrees that, at the time of booking, priority in the allocation of space will be given to: (a) Association offered Programming and services as a first priority; (b) use by other not-for-profit community organizations as a second priority; and (c) private rentals as a third priority. From time to time, the Park Board may require first priority short term, reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities such as special events (e.g., municipal, provincial and federal elections, major sporting or cultural events) or short term need for urgent or emergency purposes. The use of space in the Jointly Operated Facilities by the Park Board or the City shall be free of rental charge but all additional costs shall be payable by the Park Board or the City as the case may be. The Park Board will provide the Association with as much notice as possible in the circumstances and work diligently to mitigate any negative impacts to users of the Jointly Operated Facilities. Where possible, the Park Board will assist the Association to locate alternative space to accommodate any Programming or events that may be displaced as a result of the Park Board or City's use. Subject to long-term agreements, the Association shall have control of room rentals in the Jointly Operated Facilities and shall set pricing for such rentals. Any long term (for periods of one year or greater) agreement for use of space in the Jointly Operated Facilities must be approved in advance by the Park Board. The Association will have access to appropriate administrative office space in the Jointly Operated Facilities, including storage space, which may be used for the Association's files and equipment. October 5, 2016 (a) a new Article 11 [SHOULD BE #9] will be added: "In accordance with the Association's responsibility for allocating the usage space in the Jointly Operated Facilities, the Association may, at its discretion, enter into arrangements for use of space with affiliated groups or clubs that wish to operate out of the Jointly Operated Facilities. The Association acknowledges and agrees that it may not commit to any arrangement that places an obligation on the Park Board, without the prior consent of the Park Board. All requests from an affiliated group that involve use of space outside of the Jointly Operated Facilities or any obligation on the Park Board (for example, indemnity) must be brought to the Park Board for consideration."

[Kitsilano] Amend the last sentence of the 2nd paragraph: The use of space in the Jointly Operated Facilities by the Park Board or the City shall be free of rental charge but any additional costs shall be payable by the Park Board or the City as the case may be.

[West End] This proposed language more clearly outlines space allocation (a) a new Article #9 will be added: "In accordance with the Association's responsibility for allocating the usage space in the Jointly Operated Facilities, the Association may, at its discretion, enter into arrangements for use of space with affiliated groups or clubs that wish to operate out of the Jointly Operated Facilities. The Association acknowledges and agrees that it may not commit to any arrangement that places an obligation on the Park Board, without the prior consent of the Park Board. All requests from an affiliated group that involve use of space outside of the Jointly Operated Facilities or any obligation on the Park Board (for example, indemnity) must be brought to the Park Board for consideration."

[Grandview/Trout Lake] 9. USE ALLOCATION FOR JOINTLY OPERATED FACILITIES The Association will have responsibility for allocating the use of Jointly Operated Facilities for the purpose of providing Programming and services. The Association agrees that, at the time of booking, priority in the allocation of space will be given to: Association offered Programming and services as a first priority; use by other not-for-profit community organizations as a second priority; and private rentals as a third priority. From time to time, the Park Board may require first priority short term, reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities such as special events (e.g., municipal, provincial and federal elections, major sporting or cultural events) or short term need for urgent or emergency purposes. The use of space in the Jointly

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[Mount Pleasant] in section on use of space in JOF by PB or City, after the word "free" put: of rental charge but subject to all additional costs shall be payable by the Park Board or the City as the case may be. In last paragraph, modify "administrative office space" with "appropriate". Add new article: (a) a new Article 11 SHOULD BE #9 will be added: "In accordance with the Association's responsibility for allocating the usage space in the Jointly Operated Facilities, the Association may, at its discretion, enter into arrangements for use of space with affiliated groups or clubs that wish to operate out of the Jointly Operated Facilities. The Association acknowledges and agrees that it may not commit to any arrangement that places an obligation on the Park Board, without the prior consent of the Park Board. All requests from an affiliated group that involve use of space outside of the Jointly Operated Facilities or any obligation on the Park Board (for example, indemnity) must be brought to the Park Board for consideration."

10. CHILDCARE

if CCA's paying staffing costs – rationale for 2% revenue sharing;

[Strathcona] What standards does the PB have vav childcare? If there are some, please provide to us. If none, delete reference to PB here.

[Douglas Park] Add: Parkboard will assist association staff in complying with changes to regulations as they come up over time, specifically as this relates to building modifications.

[Mount Pleasant] Childcare revenues should be exempt from calculation of the 2% contribution to the joint fund. Parents paying childcare fees should not be responsible for paying into Park Board fund. Also childcare registration/fee processing should be exempt from the ActiveNet charge as well - or a much smaller percentage (i.e. .5%)
[Mount Pleasant] I object to the collection of the 2% from the funds collected by the CCA's for the operation of child care. For the most part, the PB plays no role (other than fee collection via active net) in the the establishment, operation and on-going maintenance of these facilities. The imposition of this user fee is unjustified and will ultimately increase the costs that parents pay for child care.
[Mount Pleasant] I believe that childcare should remain as part of the association and should not be considered for any 2% fee levies by Park Board. Childcare services are a necessity in our community and increasing the cost of childcare by even 2% would be an unnecessary stressor on families. We need to work together to ensure we strive towards providing accessible, affordable, high quality, and inclusive child care for all families. Furthermore, additional charges via activ-net are challenging - a lucrative fee for parks board that are paid by parents. We need to work together to ensure affordable childcare for all -- and not continued opportunities to tax families living in an already expensive city.
[Mount Pleasant] Childcare facilities of MPCCA: 'Our House' on 16th Ave is not on Park Board property and has been paid for entirely by the efforts and financing of the Association. This should not form a part of the JOA for revenues and the Community Investment Fund 'Three Corners' Childcare is in the Mount Pleasant Community Centre building but does not form a part of the community centre and has not been funded in any part by Park Board. This should not form a part of the JOA for revenues and the Community Investment Fund.
[Killarney] 10. CHILDCARE The Park Board and the Association agree that all Licensed Childcare operated in the Jointly Operated Facilities will meet the standards set by the Park Board and City and shall be in compliance with any other relevant standards and Applicable Laws, including the Community Care and Assisted Living Act (BC).
[Thunderbird] 10. CHILDCARE The Park Board and the Association agree that all Licensed Childcare operated in the Jointly Operated Facilities will meet the standards set by the Park Board and City and shall be in compliance with any other relevant standards and Applicable Laws, including the Community Care and Assisted Living Act (BC).
[Douglas Park] The Park Board and the Association agree that all Licensed Childcare operated in the Jointly Operated Facilities will meet the standards set by the Park Board and City and shall be in compliance with any other relevant standards and Applicable Laws, including the Community Care and Assisted Living Act (BC).
[Kerrisdale] The Park Board and the Association agree that all Licensed Childcare operated in the Jointly Operated Facilities will meet the standards set by the Park Board and City and shall be in compliance with any other relevant standards and Applicable Laws, including the Community Care and Assisted Living Act (BC).
[Grandview/Trout Lake] 10. CHILDCARE The Park Board and the Association agree that all Licensed Childcare operated in the Jointly Operated Facilities will meet the standards set by the Park Board and City and shall be in compliance with any other relevant standards and Applicable Laws, including the Community Care and Assisted Living Act (BC).
[Hastings] See below The Park Board and the Association agree that all Licensed Childcare operated in the Jointly Operated Facilities will meet the standards set by the Park Board and City and shall be in compliance with any other relevant standards and Applicable Laws, including the Community Care and Assisted Living Act (BC).

11. HUMAN RESOURCES

11.1 Association Employees and Volunteers

<p>[e-mail input – Sept 23 West End] While we recognize the intention of the PB to eliminate Group I expenses. Intent cannot be construed as agreement. There needs to be a mechanism for CCA's to be able to hire programmers when a need is shown to exist for an increase in new or existing programs and termination of such staff when no longer needed. Further, there needs to be formal agreement on the number of Group I staff and their cost.</p>
<p>[Strathcona] 1st para- definition of "Association Staff" seems to include PB staff as they are "personnel retained for Programming delivery". Specific exclude PB staff. 1st para, last line. CCA is responsible for more than conditions of work etc... Add "hiring" before "conditions of work" Indemnity provision is too narrow. Legal counsel is reviewing and will provide revised language</p>
<p>[Mount Pleasant] The Employees and volunteers of the association -- should remain as employees and volunteers of the associations. Fall within their HR guidelines and policies.</p>
<p>[Killarney] 11. HUMAN RESOURCES 11.1 Association Employees and Volunteers "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.</p>
<p>[Kerrisdale] REPLACE WITH 11.1 Association Employees and Volunteers "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including</p>

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[Kensington] Association Employees and Volunteers "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[Kerrisdale] "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to

employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[Thunderbird] 11. HUMAN RESOURCES 11.1 Association Employees and Volunteers "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[Douglas Park] "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be the responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[Kensington] 11.1 Association Employees and Volunteers "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight

obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[Kerrisdale] "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[West Point Grey] Change Section 11.1 to read as follows: "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonably foreseeable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park

Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[Kitsilano] Amend the 1st paragraph to read: Association Employees means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. 3rd paragraph; 4th paragraph; 5th paragraph change Association Staff to Association Employees

[West End] We have new proposed language for 11.1 which cleans up and clarifies the obligations. "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[West End] We propose the following changes that are in the interests of both sides; 11.1 Association Employees and Volunteers "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees.

[Grandview/Trout Lake] 11.1 Association Employees and Volunteers "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The

Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, {00553786v1} 15 DRAFT 2 - JOA including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[Kerrisdale] "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[Hastings] See below and note all: 11.1 Association Employees and Volunteers "Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section 11.2. The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities arising in relation to the Association's relationships and obligations to Association Employees or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section 13.6 of this Agreement. The Association hereby agrees to indemnify the City and the Park Board for breaches of employment or service contracts with Association Employees or Association volunteers, and for reasonable breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.). The CCAs will not indemnify the City and the Park Board for the breaches caused by negligence or wilful misconduct of the Park Board or Park Board employees. The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees.

[Mount Pleasant] Replace 1st paragraph with: ""Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. " 3rd paragraph: after obligations add "to Association Employees". Replace 4th paragraph with : ""Association Employees" means employees or contractors retained by the Association to provide services on behalf of the Association. The Association is and shall continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Employees. The Association will retain final authority over matters related to employment or service contracts with Association Employees, including conditions of work, remuneration, evaluation, direction and termination. " Replace 5th paragraph with: " The City, through the Park Board, hereby agrees to indemnify the Association for breaches of employment or service contracts with Association Employees or Association volunteers, and for breaches of any statutory or regulatory obligations or screening or oversight obligations related to Association Employees or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence or wilful misconduct of the Park Board or Park Board Employees. "

11. HUMAN RESOURCES

11.2 Delegation of Responsibility to Park Board

<p>[e-mail input – Sept 23 West End] Responsibilities of the Association vs Park Board) Association Staff. WECCA (as do others) currently we has a sizable contingent of Association staff. All of these staff, with the exception of office personnel are supervised by the PB. As proposed, a CCA would be totally responsible for the actions and activities of these staff. We would like to have an agreement with the PB for their continued supervision of these employees. Discontinuing such supervision would result in the need to hire a new individual for supervision thus further adding to the overall expenses of the CCA.</p>
<p>[Killarney] 11.2 Delegation of Responsibility to Park Board Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association.</p>
<p>[Kerrisdale] REPLACE WITH Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association.</p>
<p>[Kensington] Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association.</p>
<p>[Kerrisdale] Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association.</p>
<p>[Thunderbird] 11.2 Delegation of Responsibility to Park Board Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association.</p>
<p>[Douglas Park] Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept</p>

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[Kensington] Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association.
[Kerrisdale] Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association.
[West Point Grey] Change the phrase "Association Staff" to "Association Employees" in the first sentences of Section 11.2.
[Kitsilano] change Association Staff to Association Employees
[West End] This is proposed language which better identifies roles and responsibilities: Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association.
[Grandview/Trout Lake] 11.2 Delegation of Responsibility to Park Board Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association.
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[Hastings] See below and note all: Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept

responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association.
[Mount Pleasant] Replace with : " Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association Employees or volunteers to Park Board Employees. The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties by written agreement. The Park Board will accept responsibility for costs, damages or other amounts payable to the extent they are the result of negligence or wilful misconduct of the Park Board or Park Board Employees in the conduct of the accepted responsibilities delegated by the Association. "

11. HUMAN RESOURCES

11.3 Park Board Employees

should apply to hiring and lateral transfers "meaningful involvement with CRS"
[Strathcona] 1st para, 1st line. PB is not employer and does not pay for Association staff. Insert "Park Board" so sentence reads, "The Park Board/City will employ and pay for Park Board staff..."
[Mount Pleasant] Role of park board employees should be partners with association staff and volunteers. In some instances, there may be opportunities where the supervisor or parks board staff - could be given the role of supervisor on behalf of the association.
[Killarney] 11.3 Park Board Employees The Park Board/City will employ and pay for staff required and assigned to operate and maintain the Jointly Operated Facilities, subject to the Association's obligations to pay the Staffing Cost Recovery Payment. The Association and the Park Board will develop a process to review staffing levels at the Jointly Operated Facilities to consider the unique requirements of the centre. The final authority for staffing decisions resides with the Park Board. The Park Board and CCAs will also review staffing across the Community Centre Network on a system-wide basis to identify any gaps or inequities in staffing and consider options to address identified issues. The Association may provide an orientation to new regular full time, regular part time, and temporary full time Park Board Employees with information on Association operations, policies and roles. The Park Board will notify the Association of staff vacancies for Park Board employed regular full time, regular part time, and temporary full time positions. In the event of staff vacancies, the Park Board will develop a plan for interim coverage and permanent recruitment and share the plan with the Association. The Park Board and Park Board Employees are subject to collective agreements and individual employment contracts, City policies, and applicable legislation. The Park Board will share the relevant collective agreements and policies with the Association.
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[Douglas Park] The Park Board/City will employ and pay for staff required and assigned to operate and maintain the Jointly Operated Facilities, subject to the Association's obligations to pay the Staffing Cost Recovery Payment. The Association and the Park Board will develop a process to review staffing levels at the Jointly Operated Facilities to consider the unique requirements of the centre. The final authority for staffing decisions resides with the Park Board. The Park Board and CCAs will also review staffing across the Community Centre Network on a system-wide basis to identify any gaps or inequities in staffing and consider options to address identified issues. The Association may provide an orientation to new regular full time, regular part time, and temporary full time Park Board Employees with information on Association operations, policies and roles. The Park Board will notify the Association of staff vacancies for Park Board employed regular full time, regular part time, and temporary full time positions. In the event of staff vacancies, the Park Board will develop a plan for interim coverage and permanent recruitment and share the plan with the Association. The Park Board and Park Board Employees are subject to collective agreements and individual employment contracts, City policies, and applicable legislation. The Park Board will share the relevant collective agreements and policies with the Association.

[Kensington] The Recreation Supervisor will take reasonable direction from the Association (for example, related to Programming or service planning). Reasonable notice must be given to consider requests which may impact unionized staff or operations of the Jointly Operated Facilities (for example, concerns regarding hours or duties of staff).

[Kerrisdale] The Park Board/City will employ and pay for staff required and assigned to operate and maintain the Jointly Operated Facilities, subject to the Association's obligations to pay the Staffing Cost Recovery Payment. The Association and the Park Board will develop a process to review staffing levels at the Jointly Operated Facilities to consider the unique requirements of the centre. The final authority for staffing decisions resides with the Park Board. The Park Board and CCAs will also review staffing across the Community Centre Network on a system-wide basis to identify any gaps or inequities in staffing and consider options to address identified issues. The Association may provide an orientation to new regular full time, regular part time, and temporary full time Park Board Employees with information on Association operations, policies and roles. The Park Board will notify the Association of staff vacancies for Park Board employed regular full time, regular part time, and temporary full time positions. In the event of staff vacancies, the Park Board will develop a plan for interim coverage and permanent recruitment and share the plan with the Association. The Park Board and Park Board Employees are subject to collective agreements and individual employment contracts, City policies, and applicable legislation. The Park Board will share the relevant collective agreements and policies with the Association.

[Grandview/Trout Lake] 11.3 Park Board Employees The Park Board/City will employ and pay for staff required and assigned to operate and maintain the Jointly Operated Facilities, subject to the Association's obligations to pay the Staffing Cost Recovery Payment. The Association and the Park Board will develop a process to review staffing levels at the Jointly Operated Facilities to consider the unique requirements of the centre. The final authority for staffing decisions resides with the Park Board. The Park Board and CCAs will also review staffing across the Community Centre Network on a system-wide basis to identify any gaps or inequities in staffing and consider options to address identified issues. The Association may provide an orientation to new regular full time, regular part time, and temporary full time Park Board Employees with information on Association

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[Hastings] See below: The Park Board/City will employ and pay for staff required and assigned to operate and maintain the Jointly Operated Facilities, subject to the Association's obligations to pay the Staffing Cost Recovery Payment. The Association and the Park Board will develop a process to review staffing levels at the Jointly Operated Facilities to consider the unique requirements of the centre. The final authority for staffing decisions resides with the Park Board. The Park Board and CCAs will also review staffing across the Community Centre Network on a system-wide basis to identify any gaps or inequities in staffing and consider options to address identified issues. The Association may provide an orientation to new regular full time, regular part time, and temporary full time Park Board Employees with information on Association operations, policies and roles. The Park Board will notify the Association of staff vacancies for Park Board employed regular full time, regular part time, and temporary full time positions. In the event of staff vacancies, the Park Board will develop a plan for interim coverage and permanent recruitment and share the plan with the Association. The Park Board and Park Board Employees are subject to collective agreements and individual employment contracts, City policies, and applicable legislation. The Park Board will share the relevant collective agreements and policies with the Association.

11. HUMAN RESOURCES

11.4 Role of Recreation Supervisor

[Douglas Park] Recreation supervisors will spend a minimum of 20 hours per week at the community centre facility they are assigned to. In the case of supervisors who are overseeing two facilities, they will divide their time equally between the two facilities.

[Mount Pleasant] Role of supervisor should be partner of the association. In some instances, there may be opportunities where the supervisor or parks board staff - could be given the role of supervisor on behalf of the association.

[Killarney] 11.4 Role of Recreation Supervisor The Recreation Supervisor is a Park Board employee who is accountable to the Park Board. The Recreation Supervisor is the management representative of the Park Board at the Jointly Operated Facilities and the local contact for the Association with respect to matters under this Agreement. Among other responsibilities as may be determined by the Park Board from time to time, the role of the Recreation Supervisor is to:

- provide official oversight for the Jointly Operated Facilities;
- provide support to the Association Board to assist with the delivery of Programming and services offered at or through the Jointly Operated Facilities;
- assist the Association as needed to ensure the successful operation of the Association Board, including by providing support on board recruitment, retention, training and governance;
- work with the Association on the planning, delivery, evaluation and administration of all Programming and Association services offered at or through the Jointly Operated Facilities;
- maintain effective communication with the Association President and Board, and regularly attends Association Board meetings (excluding in camera meetings); and
- perform other duties which may be necessary to address the unique needs of the Jointly Operated Facilities, provided such additional duties are approved by the Director of Recreation. The Recreation Supervisor will take reasonable direction from the Association (for example, related to Programming or service

<p>planning). Reasonable notice must be given to consider requests which may impact unionized staff or operations of the Jointly Operated Facilities (for example, concerns regarding hours or duties of staff).</p>
<p>[Kerrisdale] REPLACE WITH The Recreation Supervisor is a Park Board employee who is accountable to the Park Board. The Recreation Supervisor is the management representative of the Park Board at the Jointly Operated Facilities and the local contact for the Association with respect to matters under this Agreement. Among other responsibilities as may be determined by the Park Board from time to time, the role of the Recreation Supervisor is to: • provide official oversight for the Jointly Operated Facilities; • provide support to the Association Board to assist with the delivery of Programming and services offered at or through the Jointly Operated Facilities; • assist the Association as needed to ensure the successful operation of the Association Board, including by providing support on board recruitment, retention, training and governance; • work with the Association on the planning, delivery, evaluation and administration of all Programming and Association services offered at or through the Jointly Operated Facilities; • maintain effective communication with the Association President and Board, and regularly attends Association Board meetings (excluding in camera meetings); and • perform other duties which may be necessary to address the unique needs of the Jointly Operated Facilities, provided such additional duties are approved by the Director of Recreation. The Recreation Supervisor will take reasonable direction from the Association (for example, related to Programming or service planning). Reasonable notice must be given to consider requests which may impact unionized staff or operations of the Jointly Operated Facilities (for example, concerns regarding hours or duties of staff).</p>
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[West Point Grey] Change the last paragraph of Section 11.4 by deleting therefrom the phrase "may, at their discretion" so that it reads as follows: The Recreation Supervisor will take reasonable direction from the Association (for example, related to Programming or service planning). Reasonable notice must be given to consider requests which may impact unionized staff or operations of the Jointly Operated Facilities (for example, concerns regarding hours or duties of staff).

[Kitsilano] Amend the last paragraph to read: The Recreation Supervisor will take reasonable direction from the Association (for example, related to Programming or service planning). Reasonable notice must be given to consider requests which may impact unionized staff or operations of the Jointly Operated Facilities (for example, concerns regarding hours or duties of staff).

[Grandview/Trout Lake] 11.4 Role of Recreation Supervisor The Recreation Supervisor is a Park Board employee who is accountable to the Park Board. The Recreation Supervisor is the management representative of the Park Board at the Jointly Operated Facilities and the local contact for the Association with respect to matters under this Agreement. Among other responsibilities as may be determined by the Park Board from time to time, the role of the

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[Hastings] See below and note last section: The Recreation Supervisor is a Park Board employee who is accountable to the Park Board. The Recreation Supervisor is the management representative of the Park Board at the Jointly Operated Facilities and the local contact for the Association with respect to matters under this Agreement. Among other responsibilities as may be determined by the Park Board from time to time, the role of the Recreation Supervisor is to:

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- perform other duties which may be necessary to address the unique needs of the Jointly Operated Facilities, provided such additional duties are approved by the Director of Recreation.

The Recreation Supervisor will take reasonable direction from the Association (for example, related to Programming or service planning). Reasonable notice must be given to consider requests which may impact unionized staff or operations of the Jointly Operated Facilities (for example, concerns regarding hours or duties of staff).

[Mount Pleasant] Last paragraph change to: "The Recreation Supervisor will take reasonable direction..."

11. HUMAN RESOURCES

11.5 Hiring Decisions

[Strathcona] the Association has to have meaningful involvement not only in hiring of senior PB staff but also lateral transfers. We raised this at the PB/CCA meeting Sept 24th. We don't see how there could be any union issues that would make this difficult because we are only asking for the same involvement in lateral transfers as this section provides for hiring. Last sentence: include "Park Board" so it reads, "The full and final authority on Park Board staffing decisions..." This is essential for our CCA as the CRS has to understand and appreciate the socio-economic conditions in our neighbourhood.

[Mount Pleasant] Hiring of association staff should be the responsibility of the association, however input may be given by the park board staff. They should be engaged, as they work closely together.

In some instances, there may be opportunities where the supervisor or parks board staff - could be given the role of supervisor on behalf of the association.
[Killarney] 11.5 Hiring Decisions The Association will be consulted in relation to the selection of key Park Board personnel, including proposed lateral transfers at the Jointly Operated Facilities, including, but not limited to, the Recreation Supervisor, community centre Recreation Programmer, and Youth Worker. Consultation, in the context of hiring decisions will additionally include the opportunity to participate in interviews with shortlisted candidates and to make recommendations for consideration by the Park Board. The Association may provide a description of the Jointly Operated Facilities and community needs to accompany the job description and posting for a Recreation Supervisor position. The full and final authority on staffing decisions (including hiring selection and work assignments) will rest with the Park Board.
[Kerrisdale] The agreement should identify lateral transfers, as occasionally a non-performing individual may get moved to another Centre. That may may be an issue with the receiving Centre.
[Kerrisdale] REPLACE WITH The Association will be Consulted in relation to the selection of key Park Board personnel, including proposed lateral transfers at the Jointly Operated Facilities, comprising, but not limited to, the Recreation Supervisor, community centre Recreation Programmer, and Youth Worker. Consultation, in the context of hiring decisions will additionally include the opportunity to participate in interviews with shortlisted candidates and to make recommendations for consideration by the Park Board. The Association may provide a description of the Jointly Operated Facilities and community needs to accompany the job description and posting for a Recreation Supervisor position. The full and final authority on staffing decisions (including hiring selection and work assignments) will rest with the Park Board.
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[Douglas Park] The Association will be consulted in relation to the selection of key Park Board personnel, including proposed lateral transfers at the Jointly Operated Facilities, including, but not limited to, the Recreation Supervisor, community centre Recreation Programmer, and Youth Worker. Consultation, in the context of hiring decisions will additionally include the opportunity to

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[West Point Grey] Change Section 11.5 to read as follows: The Association will be consulted in relation to the selection of key Park Board personnel, including proposed lateral transfers at the Jointly Operated Facilities, including, but not limited to, the Recreation Supervisor, community centre Recreation Programmer, and Youth Worker. Consultation, in the context of hiring decisions, will additionally include the opportunity to participate in interviews with shortlisted candidates and to make recommendations for consideration by the Park Board. The Association may provide a description of the Jointly Operated Facilities and community needs to accompany the job description and posting for a Recreation Supervisor position. The full and final authority on staffing decisions (including hiring selection and work assignments) will rest with the Park Board.
[Kitsilano] Amend 1st sentence to read; The Association will be consulted in relation to the selection of key Park Board personnel, including proposed lateral transfers at the Jointly Operated Facilities, including, but not limited to, the Recreation Supervisor, community centre Recreation Programmer and Youth Worker.
[West End] The following is an important change in wording to reflect issues that have arisen in employee hiring; 11.5 Hiring Decisions The Association will be Consulted in relation to the selection of key Park Board personnel, including proposed lateral transfers at the Jointly Operated Facilities, comprising, but not limited to, the Recreation Supervisor, community centre Recreation Programmer, and Youth Worker.
[Grandview/Trout Lake] 11.5 Hiring Decisions The Association will be consulted in relation to the selection of key Park Board personnel, including proposed lateral transfers at the Jointly Operated Facilities, {00553786v1} 17 DRAFT 2 - JOA including, but not limited to, the Recreation Supervisor, community centre Recreation Programmer, and Youth Worker. Consultation, in the context of hiring decisions will additionally include the opportunity to participate in interviews with shortlisted candidates and to make recommendations for consideration by the Park Board. The

Association may provide a description of the Jointly Operated Facilities and community needs to accompany the job description and posting for a Recreation Supervisor position. The full and final authority on staffing decisions (including hiring selection and work assignments) will rest with the Park Board.

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[Hastings] See below and note all: The Association will be consulted in relation to the selection of key Park Board personnel, including proposed lateral transfers at the Jointly Operated Facilities, including, but not limited to, the Recreation Supervisor, community centre Recreation Programmer, and Youth Worker. Consultation, in the context of hiring decisions will additionally include the opportunity to participate in interviews with shortlisted candidates and to make recommendations for consideration by the Park Board. The Association may provide a description of the Jointly Operated Facilities and community needs to accompany the job description and posting for a Recreation Supervisor position. The full and final authority on staffing decisions (including hiring selection and work assignments) will rest with the Park Board.

[Mount Pleasant] Replace 1st sentence with: " The Association will be consulted in relation to the selection of key Park Board personnel, including proposed lateral transfers at the Jointly Operated Facilities, including, but not limited to, the Recreation Supervisor, community centre Recreation Programmer, and Youth Worker"

11. HUMAN RESOURCES

11.6 Feedback and Issue Management

[Killarney] 11.6 Feedback and Issue Management The Association and the Park Board will each ensure their employees, contractors, and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the conduct of the other party's employees, contractors or volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time. Unresolved matters may be escalated by either party in accordance with the Dispute Resolution Process outlined in Section 17.

[Kerrisdale] REPLACE WITH The Association and the Park Board will each ensure their employees, contractors, and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that

communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the conduct of the other party's employees, contractors or volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time. Unresolved matters may be escalated by either party in accordance with the Dispute Resolution Process outlined in Section 17.

[Kensington] The Association and the Park Board will each ensure their employees, contractors, and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the conduct of the other party's employees, contractors or volunteers, they may bring issues to the

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[Thunderbird] 11.6 Feedback and Issue Management The Association and the Park Board will each ensure their employees, contractors, and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the conduct of the other party's employees, contractors or volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time.

Unresolved matters may be escalated by either party in accordance with the Dispute Resolution Process outlined in Section 17.

[Douglas Park] The Association and the Park Board will each ensure their employees, contractors, and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the conduct of the other party's employees, contractors or volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time. Unresolved matters may be escalated by either party in accordance with the Dispute Resolution Process outlined in Section 17.

[Kensington] The Association and the Park Board will each ensure their employees, contractors, and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the conduct of the other party's employees, contractors or volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time. Unresolved matters may be escalated by either party in accordance with the Dispute Resolution Process outlined in Section 17.

[Kerrisdale] The Association and the Park Board will each ensure their employees, contractors, and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the conduct of the other party's employees, contractors or volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time. Unresolved matters may be escalated by either party in accordance with the Dispute Resolution Process outlined in Section 17.

[West Point Grey] Change Section 11.5 to read as follows: The Association and the Park Board will each ensure their employees and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation

Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the conduct of the other party's employees or volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time. Unresolved matters may be escalated by either party in accordance with the Dispute Resolution Process outlined in Section 17.

[Kitsilano] change "staff" to "employees" in the first sentence of the 1st paragraph and 4th paragraph Amend the 1st sentence of the 3rd paragraph to read: The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year.

[Grandview/Trout Lake] 11.6 Feedback and Issue Management The Association and the Park Board will each ensure their employees, contractors, and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the conduct of the other party's employees, contractors or volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time. Unresolved matters may be escalated by either party in accordance with the Dispute Resolution Process outlined in Section 17.

[Kerrisdale] The Association and the Park Board will each ensure their employees, contractors, and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the conduct of the other party's employees, contractors or volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time. Unresolved matters may be escalated by either party in accordance with the Dispute Resolution Process outlined in Section 17.

[Hastings] See below and note all: The Association and the Park Board will each ensure their employees, contractors, and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws. The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community. The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when the Association deems it necessary and no less than once each year. The Association may also share feedback on other Park Board staff (other than the Recreation Supervisor) with the Recreation Supervisor at any time. If either party has concerns with the

conduct of the other party's employees, contractors or volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time. Unresolved matters may be escalated by either party in accordance with the Dispute Resolution Process outlined in Section 17.

[Mount Pleasant] Replace "staff" in 1st & last paragraphs with "employees". 2nd last paragraph: After "performance of Recreation Supervisor" add: "when the Association deems it necessary and no less than once each year."

12. RENOVATIONS AND MAINTENANCE

12.1 Renovations, Upgrades and Maintenance of Jointly Operated Facilities

Maintenance (minor repairs, etc.) – limited to approved City vendors which may be more expensive than others; CCAs should be able to solicit 3 bids and not be limited to City vendors.

Minor maintenance – CCAs should be able to repair without needing to use City staff/contractors

[e-mail input – Sept 23 West End] There are no provisions for a CCA to undertaken minor maintenance of their facility and bill back the PB. There needs to be some agreement that should minor facility maintenance and/or repairs not be undertaken by the PB in a timely manor, the CCA should have the ability to undertake any repairs or maintenance necessary and invoice the PB for such. This will ensure fit, finish and safety of facilities.

[Douglas Park] This section requires specific timelines to be added for renovation approval. In cases where childcare facility standards change, any delay can cause the closure of the childcare operation. For other renovations and maintenance, it should be noted that facilities must be put on a regular schedule for maintenance and end of life upgrades (for example: flooring is prone to wear and must be regularly replaced) Also, buildings should be audited every 5 years to make sure that they are still considered to be healthy and safe for employees and the public.

[Killarney] 12.1 Renovations, Upgrades and Maintenance of Jointly Operated Facilities The Association acknowledges that its purpose is not to carry out renovations, upgrades or maintenance to the Jointly Operated Facilities, and that all renovations and upgrades are the responsibility of and must be carried out by the Park Board, unless the Park Board provides the Association with express approval to carry out work. All approvals for work must be obtained in advance and on a project by project basis. The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association. If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-

sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

[Kerrisdale] Suggest that there needs to be a system in place before any agreement is signed to clearly define the future priorities of the PB for each Centre. This information already exist and should be distributed to each Centre now

[Kerrisdale] REPLACE WITH The Association acknowledges that its purpose is not to carry out renovations, upgrades or maintenance to the Jointly Operated Facilities, and that all renovations and upgrades are the responsibility of and must be carried out by the Park Board, unless the Park Board provides the Association with express approval to carry out work. All approvals for work must be obtained in advance and on a project by project basis. The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association. If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

[Kensington] The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association. If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

[Kerrisdale] The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association.

If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

[Thunderbird] 12. RENOVATIONS AND MAINTENANCE 12.1 Renovations, Upgrades and Maintenance of Jointly Operated Facilities The Association acknowledges that its purpose is not to carry out renovations, upgrades or maintenance to the Jointly Operated Facilities, and that all renovations and upgrades are the responsibility of and must be carried out by the Park Board, unless the Park Board provides the Association with express approval to carry out work. All approvals for work must be obtained in advance and on a project by project basis. The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association. If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

[Douglas Park] The Association acknowledges that its purpose is not to carry out renovations, upgrades or maintenance to the Jointly Operated Facilities, and that all renovations and upgrades are the responsibility of and must be carried out by the Park Board, unless the Park Board provides the Association with express approval to carry out work. All approvals for work must be obtained in advance and on a project by project basis. The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association. If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-

sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

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[Kerrisdale] The Association acknowledges that its purpose is not to carry out renovations, upgrades or maintenance to the Jointly Operated Facilities, and that all renovations and upgrades are the responsibility of and must be carried out by the Park Board, unless the Park Board provides the Association with express approval to carry out work. All approvals for work must be obtained in advance and on a project by project basis. The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association. If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

[West Point Grey] Change paragraphs 2 and 3 in Section 12.1 to read as follows: The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association. If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association

will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, and where possible, within ten working days.

[Kitsilano] Amend the 2nd sentence of the 2nd paragraph to read: The Association may provide these suggestions to the Park Board at the appropriate time. Add "after full Consultation with the Association" to the end of the 2nd paragraph. Add "in a timely manner, if possible within ten working days" to the end of the 3rd paragraph

[West End] It is critical that CCA's ensure their facilities are maintained in a safe manner for patron and that repairs are done efficiently and asap, thus we propose the following (note wording change at end of paragraph); If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

[Grandview/Trout Lake] 12.1 Renovations, Upgrades and Maintenance of Jointly Operated Facilities The Association acknowledges that its purpose is not to carry out renovations, upgrades or maintenance to the Jointly Operated Facilities, and that all renovations and upgrades are the responsibility of and must be carried out by the Park Board, unless the Park Board provides the Association with express approval to carry out work. All approvals for work must be obtained in advance and on a project by project basis. The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The {00553786v1} 18 DRAFT 2 - JOA parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association. If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

[Kerrisdale] The Association acknowledges that its purpose is not to carry out renovations, upgrades or maintenance to the Jointly Operated Facilities, and that all renovations and upgrades are the responsibility of and must be carried out by the Park Board, unless the Park Board provides the Association with express approval to carry out work. All approvals for work

must be obtained in advance and on a project by project basis. The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association. If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

[Hastings] See below and note all: The Association acknowledges that its purpose is not to carry out renovations, upgrades or maintenance to the Jointly Operated Facilities, and that all renovations and upgrades are the responsibility of and must be carried out by the Park Board, unless the Park Board provides the Association with express approval to carry out work. All approvals for work must be obtained in advance and on a project by project basis. The Association may make suggestions for consideration by the Park Board regarding what renovations or maintenance may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance and renovations. The Association may provide these suggestions to Park Board on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board after full Consultation with the Association. If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet standards, the Association will identify the required maintenance or upgrade required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section 17. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work in a timely manner, if possible within ten working days.

[Mount Pleasant] 2nd paragraph : "provide these suggestions" should be to Park Board Add at end of 2nd paragraph: "after full Consultation with the Association." Add at end of last paragraph: "in a timely manner, if possible within ten working days."

12. RENOVATIONS AND MAINTENANCE

12.2 Maintenance of Other Assets

[Killarney] 12.2 Maintenance of Other Assets With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the

parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.

[Kerrisdale] REPLACE WITH With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.

[Kensington] With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.

[Kerrisdale] With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.

[Thunderbird] 12.2 Maintenance of Other Assets With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.

[Douglas Park] With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.

[Kensington] With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.

[Kerrisdale] With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs

are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.

[West Point Grey] Change Section 12.2 to read as follows: With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.

[Kitsilano] Add: Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not alter the structure of the building.

[West End] In accordance with the above we propose the following changes to ensure continuity, efficiency and effective maintenance of equipment; With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.

[Grandview/Trout Lake] 12.2 Maintenance of Other Assets With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair

obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.
[Kerrisdale] With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.
[Hastings] see below and note all: With respect to equipment, appliances and other assets used in the Jointly Operated Facilities that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this agreement (such as in Sections 12.3, 13.2(b) and 15.2), those equipment, appliances or other assets (such as kitchen appliances, minor capital equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on the maintenance and repair obligations and shall document those responsibilities before the asset is purchased and installed. In the absence of agreement, the responsibility for maintenance and repair will fall to the owner of the asset.
[Mount Pleasant] Insert after "owned by the Park Board" : "Repairs may be undertaken by the Association at the Association's discretion and expense as long as such repairs are done in compliance with applicable codes and standards and that such repairs do not change the structure of the building."

12. RENOVATIONS AND MAINTENANCE

12.3 Art Installations and Murals

[Killarney] 12.3 Art Installations and Murals All art installation and murals proposed for the Jointly Operated Facilities or Outdoor Areas require the prior approval of the Park Board. If an art installation or mural is purchased or commissioned by the Association, the Association will be responsible for the upkeep and maintenance (including all costs) of the art installation or mural and the eventual removal of the art installation or mural (including all costs), if required by the Park Board. The Association may request, on a case by case basis, a relaxation of these requirements if they cause financial hardship. All relaxations must be requested prior to the purchasing or commissioning of the art installation or mural.
[Thunderbird] 12.3 Art Installations and Murals All art installation and murals proposed for the Jointly Operated Facilities or Outdoor Areas require the prior approval of the Park Board. If an art

installation or mural is purchased or commissioned by the Association, the Association will be responsible for the upkeep and maintenance (including all costs) of the art installation or mural and the eventual removal of the art installation or mural (including all costs), if required by the Park Board. The Association may request, on a case by case basis, a relaxation of these requirements if they cause financial hardship. All relaxations must be requested prior to the purchasing or commissioning of the art installation or mural.

[Douglas Park] All art installation and murals proposed for the Jointly Operated Facilities or Outdoor Areas require the prior approval of the Park Board. If an art installation or mural is purchased or commissioned by the Association, the Association will be responsible for the upkeep and maintenance (including all costs) of the art installation or mural and the eventual removal of the art installation or mural (including all costs), if required by the Park Board. The Association may request, on a case by case basis, a relaxation of these requirements if they cause financial hardship. All relaxations must be requested prior to the purchasing or commissioning of the art installation or mural.

[Kerrisdale] All art installation and murals proposed for the Jointly Operated Facilities or Outdoor Areas require the prior approval of the Park Board. If an art installation or mural is purchased or commissioned by the Association, the Association will be responsible for the upkeep and maintenance (including all costs) of the art installation or mural and the eventual removal of the art installation or mural (including all costs), if required by the Park Board. The Association may request, on a case by case basis, a relaxation of these requirements if they cause financial hardship. All relaxations must be requested prior to the purchasing or commissioning of the art installation or mural.

[Grandview/Trout Lake] 12.3 Art Installations and Murals All art installation and murals proposed for the Jointly Operated Facilities or Outdoor Areas require the prior approval of the Park Board. If an art installation or mural is purchased or commissioned by the Association, the Association will be responsible for the upkeep and maintenance (including all costs) of the art installation or mural and the eventual removal of the art installation or mural (including all costs), if required by the Park Board. The Association may request, on a case by case basis, a relaxation of these requirements if they cause financial hardship. All relaxations must be requested prior to the purchasing or commissioning of the art installation or mural.

[Hastings] See below: All art installation and murals proposed for the Jointly Operated Facilities or Outdoor Areas require the prior approval of the Park Board. If an art installation or mural is purchased or commissioned by the Association, the Association will be responsible for the upkeep and maintenance (including all costs) of the art installation or mural and the eventual removal of the art installation or mural (including all costs), if required by the Park Board. The Association may request, on a case by case basis, a relaxation of these requirements if they cause financial hardship. All relaxations must be requested prior to the purchasing or commissioning of the art installation or mural.

12. RENOVATIONS AND MAINTENANCE

12.4 Vehicles

[Strathcona] If CCAs must use Pb fleet management and we are responsible for maintenance and repair costs, we should be provided with costs/fee schedule and have opportunity for input re prices.

[Douglas Park] Maintenance costs on aging vehicles need to be communicated prior to the work being undertaken so that associations may have the option to divest themselves of the vehicle rather than having thousands of dollars of repairs made to a vehicle that is past its useful life.
[Killarney] 12.4 Vehicles All vehicles owned by the Park Board or the Association used in connection with the provision of Programming or services from the Jointly Operated Facilities must be maintained by Park Board fleet management in accordance with Park Board standards. All maintenance and repair costs shall be the responsibility of the owner of the vehicle.
[Thunderbird] 12.4 Vehicles All vehicles owned by the Park Board or the Association used in connection with the provision of Programming or services from the Jointly Operated Facilities must be maintained by Park Board fleet management in accordance with Park Board standards. All maintenance and repair costs shall be the responsibility of the owner of the vehicle.
[Douglas Park] All vehicles owned by the Park Board or the Association used in connection with the provision of Programming or services from the Jointly Operated Facilities must be maintained by Park Board fleet management in accordance with Park Board standards. All maintenance and repair costs shall be the responsibility of the owner of the vehicle.
[Kerrisdale] All vehicles owned by the Park Board or the Association used in connection with the provision of Programming or services from the Jointly Operated Facilities must be maintained by Park Board fleet management in accordance with Park Board standards. All maintenance and repair costs shall be the responsibility of the owner of the vehicle.
[Grandview/Trout Lake] 12.4 Vehicles All vehicles owned by the Park Board or the Association used in connection with the provision of Programming or services from the Jointly Operated Facilities must be maintained by Park Board fleet management in accordance with Park Board standards. All maintenance and repair costs shall be the responsibility of the owner of the vehicle.
[Hastings] See below: All vehicles owned by the Park Board or the Association used in connection with the provision of Programming or services from the Jointly Operated Facilities must be maintained by Park Board fleet management in accordance with Park Board standards. All maintenance and repair costs shall be the responsibility of the owner of the vehicle.

13. FINANCE

13.1 Revenue (a) Revenues and Cash Flow

mutual responsibility for financial sustainability
CoV Funding Role - PB's portion of budget has shrunk as re-directed to housing, childcare, etc.;
<p>[e-mail input – Sept 23 West End] The definition of “Facility Generated Revenue” is very poorly worded and confusing, it needs to be reworded for clarity. The definition is also poorly worded as to what constitutes Association revenue. Further, there is confusion as to what revenue would be exempt for any proposed “Community Centre Investment Fund (CCIF)” contribution.</p> <p>WECCA strongly feels that grants, donations and earned interest must be excluded as portions of gross revenue towards any contribution to such a fund.</p> <p>Further, grants and donations should NOT be included as authorized deductions whether processed through the Registration system or not. We feel that this is a punitive measure and goes against the wishes of the donor and/or provisions of the organization that provides the grant. In addition, when a facility is seconded for a major event (ie: Olympics, World Cup, etc) The CCA must be compensated accordingly and in a timely manner for loss of revenues during that period and such revenues should be excluded.</p>

[Mount Pleasant] Association funds should be managed by the association - within their system.
[Mount Pleasant] Childcare facilities of MPCCA: 'Our House' on 16th Ave is not on Park Board property and has been paid for entirely by the efforts and financing of the Association. This should not form a part of the JOA for revenues and the Community Investment Fund 'Three Corners' Childcare is in the Mount Pleasant Community Centre building but does not form a part of the community centre and has not been funded in any part by Park Board. This should not form a part of the JOA for revenues and the Community Investment Fund.
[Dunbar] See 13.3 e.
[Killarney] 13.1 Revenue (a) Revenues and Cash Flow The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions. All Facility-Generated Revenue will be collected by the Park Board using the Registration System. Authorized Deductions will be deducted from the Facility-Generated Revenue before it is paid to the Association. The Park Board will pay all Facility-Generated Revenue, less Authorized Deductions, to the Association on a bi-weekly basis, unless otherwise agreed to by the parties. Authorized Deductions will be processed on the same schedule as the payment schedule. The Park Board will provide the Association with a bi-weekly payment report which includes deductions. The Park Board will not withhold payment of any Facility-Generated Revenue collected through the Registration System, other than Authorized Deductions, without the Association's prior written consent. Any additional financial issues specific to the Association or the Jointly Operated Facilities are addressed in Appendix C to this Agreement.
[Kerrisdale] 13.1 Revenue the Association will receive all membership fee revenue, grants, donations, investment and interest revenue, and rental deposits directed to the Association. (a) Revenues and Cash Flow The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions.
[Kerrisdale] REPLACE WITH (a) Revenues and Cash Flow The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases

made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions. All Facility-Generated Revenue will be collected by the Park Board using the Registration System. Authorized Deductions will be deducted from the Facility-Generated Revenue before it is paid to the Association. The Park Board will pay all Facility-Generated Revenue, less Authorized Deductions, to the Association on a bi-weekly basis, unless otherwise agreed to by the parties. Authorized Deductions will be processed on the same schedule as the payment schedule. The Park Board will provide the Association with a bi-weekly payment report which includes deductions. The Park Board will not withhold payment of any Facility-Generated Revenue collected through the Registration System, other than Authorized Deductions, without the Association's prior written consent. Any additional financial issues specific to the Association or the Jointly Operated Facilities are addressed in Appendix C to this Agreement.

[Kensington] Revenues and Cash Flow The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions.

[Mount Pleasant] Childcare should be exempt from 2% contribution to equity fund.

[Mount Pleasant] Association funds should be managed by the association - within their system.

[Dunbar] See 13.3 e.

[Kerrisdale] The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions. All Facility-Generated Revenue will be collected by the Park Board using the Registration System. Authorized Deductions will be deducted from the Facility-Generated Revenue before it is paid to the Association. The Park Board will pay all Facility-Generated Revenue, less Authorized Deductions, to the Association on a bi-weekly basis, unless otherwise agreed to by the parties. Authorized Deductions will be processed on the same schedule as the payment schedule. The Park Board will provide the Association with a bi-weekly payment report which includes deductions. The Park Board will not withhold payment of any

<p>Facility-Generated Revenue collected through the Registration System, other than Authorized Deductions, without the Association's prior written consent.</p>
<p>[Thunderbird] 13.1 Revenue (a) Revenues and Cash Flow The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions. All Facility-Generated Revenue will be collected by the Park Board using the Registration System. Authorized Deductions will be deducted from the Facility-Generated Revenue before it is paid to the Association. The Park Board will pay all Facility-Generated Revenue, less Authorized Deductions, to the Association on a bi-weekly basis, unless otherwise agreed to by the parties. Authorized Deductions will be processed on the same schedule as the payment schedule. The Park Board will provide the Association with a bi-weekly payment report which includes deductions. The Park Board will not withhold payment of any Facility-Generated Revenue collected through the Registration System, other than Authorized Deductions, without the Association's prior written consent. Any additional financial issues specific to the Association or the Jointly Operated Facilities are addressed in Appendix C to this Agreement.</p>
<p>[Douglas Park] The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions. All Facility-Generated Revenue will be collected by the Park Board using the Registration System. Authorized Deductions will be deducted from the Facility-Generated Revenue before it is paid to the Association. The Park Board will pay all Facility-Generated Revenue, less Authorized Deductions, to the Association on a bi-weekly basis, unless otherwise agreed to by the parties. Authorized Deductions will be processed on the same schedule as the payment schedule. The Park Board will provide the Association with a bi-weekly payment report which includes deductions. The Park Board will not withhold payment of any Facility-Generated Revenue collected through the Registration System, other than Authorized Deductions, without the Association's prior written consent. Any additional financial issues specific to the Association or the Jointly Operated Facilities are addressed in Appendix C to this Agreement.</p>
<p>[Kensington] A Revenues and Cash Flow The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run</p>

concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions

[Kerrisdale] The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions. All Facility-Generated Revenue will be collected by the Park Board using the Registration System. Authorized Deductions will be deducted from the Facility-Generated Revenue before it is paid to the Association. The Park Board will pay all Facility-Generated Revenue, less Authorized Deductions, to the Association on a bi-weekly basis, unless otherwise agreed to by the parties. Authorized Deductions will be processed on the same schedule as the payment schedule. The Park Board will provide the Association with a bi-weekly payment report which includes deductions. The Park Board will not withhold payment of any Facility-Generated Revenue collected through the Registration System, other than Authorized Deductions, without the Association's prior written consent. Any additional financial issues specific to the Association or the Jointly Operated Facilities are addressed in Appendix C to this Agreement.

[West Point Grey] Change paragraph 1 of Section 13.1 (a) to read as follows: The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions.

[Kitsilano] Replace the 1st paragraph with: The Association will receive all Facility Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association operated child care, interest and investment income due to the Association, Association run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donations and bequests, interest and investment income, membership fees, fundraising, Association operated

child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions.

[West End] This section has been rewritten for clarity: (a) Revenues and Cash Flow The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions.

[Grandview/Trout Lake] Revenues and Cash Flow The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions. All Facility-Generated Revenue will be collected by the Park Board using the Registration System. Authorized Deductions will be deducted from the Facility-Generated Revenue before it is paid to the Association. The Park Board will pay all Facility-Generated Revenue, less Authorized Deductions, to the Association on a bi-weekly basis, unless otherwise agreed to by the parties. Authorized Deductions will be processed on the same schedule as the payment schedule. The Park Board will provide the Association with a bi-weekly payment report which includes deductions. The Park Board will not withhold payment of any Facility-Generated Revenue collected through the Registration System, other than Authorized Deductions, without the Association's prior written consent. Any additional financial issues specific to the Association or the Jointly Operated Facilities are addressed in Appendix C to this Agreement.

[Kerrisdale] The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions. All Facility-Generated Revenue will be collected by the Park Board using the Registration System. Authorized Deductions will be deducted from the Facility-Generated Revenue before it is paid to the Association. The Park Board will pay all Facility-Generated Revenue, less Authorized Deductions, to the Association on a bi-weekly basis, unless

otherwise agreed to by the parties. Authorized Deductions will be processed on the same schedule as the payment schedule. The Park Board will provide the Association with a bi-weekly payment report which includes deductions. The Park Board will not withhold payment of any Facility-Generated Revenue collected through the Registration System, other than Authorized Deductions, without the Association's prior written consent. Any additional financial issues specific to the Association or the Jointly Operated Facilities are addressed in Appendix C to this Agreement.

[Hastings] See below and note first paragraph: (a) Revenues and Cash Flow The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions. All Facility-Generated Revenue will be collected by the Park Board using the Registration System. Authorized Deductions will be deducted from the Facility-Generated Revenue before it is paid to the Association. The Park Board will pay all Facility-Generated Revenue, less Authorized Deductions, to the Association on a bi-weekly basis, unless otherwise agreed to by the parties. Authorized Deductions will be processed on the same schedule as the payment schedule. The Park Board will provide the Association with a bi-weekly payment report which includes deductions. The Park Board will not withhold payment of any Facility-Generated Revenue collected through the Registration System, other than Authorized Deductions, without the Association's prior written consent. Any additional financial issues specific to the Association or the Jointly Operated Facilities are addressed in Appendix C to this Agreement.

[Mount Pleasant] Replace 1st paragraph by: "The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be subject to Authorized Deductions"

13. FINANCE

13.1 Revenue (b) Use of Revenue

[Killarney] (b) Use of Revenue The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-

Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Kerrisdale] CRA DEFINITIONS A not-for-Profit organization is not a charity, and is organized and operated solely for social welfare: civic improvement; pleasure or recreation; or any other purpose except profit (CRA T4117 (E)). CRA provides a formula to determine the disbursement quota for each charity; it is the minimum amount that a registered charity is required to spend on its charitable activities. The Park Board acknowledges that the Association's goal and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. Regardless of whether the Association is a not-for-profit organization or a registered charity, Canada Revenue Agency sets out requirements for what its purposes must be and requires that it spend its money according to those purposes. In neither instance is the Association limited as to the amount of financial reserves it may accumulate. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated Facilities or with the assistance of the Park Board or Park Board Employees that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Kerrisdale] REPLACE WITH The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes. NOTE: CRA is very clear about how Not-for-Profit Organizations and Registered Charities can spend their money. Some CCAs are Registered Charities and Some are not; no organization can be both a registered charity and a not-for-profit organization.
[Kensington] Use of Revenue The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Kerrisdale] The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Thunderbird] (b) Use of Revenue The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Douglas Park] The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of

the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated Facilities that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Kensington] The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Kerrisdale] The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[West Point Grey] Change Section 13.1 (b) to read as follows: The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated Facilities that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Kitsilano] Replace the 1st paragraph with the following: The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. Replace the 2nd paragraph with the following: All Facility Generated Revenue or other revenue generated through the use of the Jointly Operated Facilities that is received by the Association will be used by the Association to achieve its stated goals and purposes. Delete the 3rd paragraph
[West End] (b) Use of Revenue The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[West End] In order to operate an effective and efficient organization we propose the following for use of revenue by a CCA; (a) Revenues and Cash Flow The Association will receive all Facility-Generated Revenue subject to Authorized Deductions. In addition, the Association will receive all revenue from membership fees, grants, donations and bequests directed to the Association, Association-operated child care, interest and investment income due to the Association, Association-run concession and vending machines, and payments due under childcare leases made with the Association. The Association acknowledges that grant, donation, child care, senior centre operations and membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Rental deposits, however recorded, grant, donation and bequest, interest and investment, membership fee, fundraising, Association-operated child care, concession and vending machine revenue that is not administered through the Registration System will not be

subject to Authorized Deductions. (b) Use of Revenue The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Grandview/Trout Lake] (b) Use of Revenue The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity- {00553786v1} 20 DRAFT 2 - JOA building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Kerrisdale] The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Hastings] See below and note all: The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes.
[Mount Pleasant] Replace by: "The Park Board acknowledges that the Association's goals and purposes are to provide quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community that are responsive to the community's unique needs. All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated that is received by the Association will be used by the Association to achieve its stated goals and purposes." "

13. FINANCE

13.2 Expenses (a) Park Board Expenses

need to align Group 1 review with CCAs fiscal year to avoid mid budget surprises
[e-mail letter – Oct 4 Sunset] Staffing and Group One payments - This section and its intent still has various elements that would be unacceptable to SCA.
[Killarney] (a) Park Board Expenses Except for expenses that are the responsibility of the Association under this Agreement, the Park Board is responsible for all expenses associated with the operation, maintenance and repair of the Jointly Operated Facilities, including: (i) Park Board Employees required and assigned to operate and maintain the Jointly Operated Facilities; (ii) assessment, maintenance and repair of the Jointly Operated Facilities building and Outdoor Areas and related building systems (such as mechanical, electrical, structural), including the building envelope and core infrastructure (such as roof, walls, foundation, paint and standard flooring and

lighting), subject to funding allocated and approved by the Park Board; (iii) subject to arrangements made in accordance with Section 12.2, the upkeep, maintenance and replacement of equipment in the Jointly Operated Facilities that is not Association Equipment; (iv) utilities, waste/recycling removal, access control systems, security and janitorial services for the Jointly Operated Facilities; and (v) all other equipment required to operate the Jointly Operated Facilities, such as computers and point-of-sale equipment.

[Thunderbird] 13.2 Expenses (a) Park Board Expenses Except for expenses that are the responsibility of the Association under this Agreement, the Park Board is responsible for all expenses associated with the operation, maintenance and repair of the Jointly Operated Facilities, including: (i) Park Board Employees required and assigned to operate and maintain the Jointly Operated Facilities; (ii) assessment, maintenance and repair of the Jointly Operated Facilities building and Outdoor Areas and related building systems (such as mechanical, electrical, structural), including the building envelope and core infrastructure (such as roof, walls, foundation, paint and standard flooring and lighting), subject to funding allocated and approved by the Park Board; (iii) subject to arrangements made in accordance with Section 12.2, the upkeep, maintenance and replacement of equipment in the Jointly Operated Facilities that is not Association Equipment; (iv) utilities, waste/recycling removal, access control systems, security and janitorial services for the Jointly Operated Facilities; and (v) all other equipment required to operate the Jointly Operated Facilities, such as computers and point-of-sale equipment.

[Douglas Park] Except for expenses that are the responsibility of the Association under this Agreement, the Park Board is responsible for all expenses associated with the operation, maintenance and repair of the Jointly Operated Facilities, including: (i) Park Board Employees required and assigned to operate and maintain the Jointly Operated Facilities; (ii) assessment, maintenance and repair of the Jointly Operated Facilities building and Outdoor Areas and related building systems (such as mechanical, electrical, structural), including the building envelope and core infrastructure (such as roof, walls, foundation, paint and standard flooring and lighting), subject to funding allocated and approved by the Park Board; (iii) subject to arrangements made in accordance with Section 12.2, the upkeep, maintenance and replacement of equipment in the Jointly Operated Facilities that is not Association Equipment; (iv) utilities, waste/recycling removal, access control systems, security and janitorial services for the Jointly Operated Facilities; and (v) all other equipment required to operate the Jointly Operated Facilities, such as computers and point-of-sale equipment.

[Kerrisdale] Except for expenses that are the responsibility of the Association under this Agreement, the Park Board is responsible for all expenses associated with the operation, maintenance and repair of the Jointly Operated Facilities, including: (i) Park Board Employees required and assigned to operate and maintain the Jointly Operated Facilities; (ii) assessment, maintenance and repair of the Jointly Operated Facilities building and Outdoor Areas and related building systems (such as mechanical, electrical, structural), including the building envelope and core infrastructure (such as roof, walls, foundation, paint and standard flooring and lighting), subject to funding allocated and approved by the Park Board; (iii) subject to arrangements made in accordance with Section 12.2, the upkeep, maintenance and replacement of equipment in the Jointly Operated Facilities that is not Association Equipment; (iv) utilities, waste/recycling removal, access control systems, security and janitorial services for the Jointly Operated Facilities; and (v) all other equipment required to operate the Jointly Operated Facilities, such as computers and point-of-sale equipment.

[Grandview/Trout Lake] (a) Park Board Expenses Except for expenses that are the responsibility of the Association under this Agreement, the Park Board is responsible for all expenses associated with the operation, maintenance and repair of the Jointly Operated Facilities, including: Park Board

Employees required and assigned to operate and maintain the Jointly Operated Facilities; assessment, maintenance and repair of the Jointly Operated Facilities building and Outdoor Areas and related building systems (such as mechanical, electrical, structural), including the building envelope and core infrastructure (such as roof, walls, foundation, paint and standard flooring and lighting), subject to funding allocated and approved by the Park Board; subject to arrangements made in accordance with Section 12.2, the upkeep, maintenance and replacement of equipment in the Jointly Operated Facilities that is not Association Equipment; utilities, waste/recycling removal, access control systems, security and janitorial services for the Jointly Operated Facilities; and all other equipment required to operate the Jointly Operated Facilities, such as computers and point-of-sale equipment.

[Hastings] See below: (a) Park Board Expenses Except for expenses that are the responsibility of the Association under this Agreement, the Park Board is responsible for all expenses associated with the operation, maintenance and repair of the Jointly Operated Facilities, including: (i) Park Board Employees required and assigned to operate and maintain the Jointly Operated Facilities; (ii) assessment, maintenance and repair of the Jointly Operated Facilities building and Outdoor Areas and related building systems (such as mechanical, electrical, structural), including the building envelope and core infrastructure (such as roof, walls, foundation, paint and standard flooring and lighting), subject to funding allocated and approved by the Park Board; (iii) subject to arrangements made in accordance with Section 12.2, the upkeep, maintenance and replacement of equipment in the Jointly Operated Facilities that is not Association Equipment; (iv) utilities, waste/recycling removal, access control systems, security and janitorial services for the Jointly Operated Facilities; and (v) all other equipment required to operate the Jointly Operated Facilities, such as computers and point-of-sale equipment.

13. FINANCE

13.2 Expenses (b) Association Expenses

[Strathcona] (viii) add "as described in Section 13.2(c)" to the end of the sentence so it is clear and so you don't have to repeat it in 13.2(c) Last sentence of this section. Need to include some consultation about increase in fees. Or, allow increases to go to dispute resolution - arbitration (not GM of PB as final decisionmaker)

[Mount Pleasant] Association funds should be managed by the association - within their system.

[Killarney] (b) Association Expenses The Association shall be responsible for: (i) all costs and expenses incurred to operate or administer the Association; (ii) all costs and expenses incurred to purchase, maintain, operate and replace computers and equipment purchased by the Association for its own use; (iii) all costs and expenses incurred to maintain and repair any Association-owned vehicles; (iv) all costs and expenses associated with the provision of Programming or Association services offered at or from the Jointly Operated Facilities, including without limitation expenses associated with Association Employees, and equipment, supplies and promotional materials for Programming; (v) all costs and expenses incurred to purchase, maintain, repair or replace any specialized equipment (such as ballet bars, fitness centre flooring or mirrors) used to offer Programming, to equip and operate Association run fitness centres or Licensed Childcare operated by the Association or under a rental agreement with the Association, or for any other service for which the Association receives the revenue; (vi) the purchase, maintenance, repair and replacement of minor capital equipment (such as pottery kilns and woodworking shops) used for Programming or other Association operations, unless the parties agree in writing that the Park Board will pay for or maintain any such equipment in accordance with Section 12.2, and provided always that all work involving repairs or alterations to the Jointly Operated Facilities must be approved and carried out

by the Park Board, unless otherwise agreed to by the parties; (vii) subject to arrangements made in accordance with Sections 12.2 or 12.3, the supply, upkeep, maintenance and replacement of Association Equipment, including any art installations or murals purchased or commissioned by the Association; (viii) the Staffing Cost Recovery Payments; (ix) costs to maintain the insurance required under Section 13.6; (x) the Authorized Deductions specified in 1(a); and (xi) any other costs incurred by the Association that are not in respect of the Association's roles and responsibilities under this Agreement.
[Kerrisdale] (xi) Delete: Estimates may be made for components of Authorized Deductions if they do not align with the payment schedule agreed upon by the parties, with a reconciliation of Authorized Deductions to be provided to the Association at a minimum of once annually. The Park Board agrees that it shall provide notice to the Association for any anticipated or actual increases to the Authorized Deductions with as much notice as reasonably possible in the circumstances.
[Kerrisdale] REPLACE WITH The Association shall be responsible for: (i) all costs and expenses incurred to operate or administer the Association; (ii) all costs and expenses incurred to purchase, maintain, operate and replace computers and equipment purchased by the Association for its own use; (iii) all costs and expenses incurred to maintain and repair any Association-owned vehicles; (iv) all costs and expenses associated with the provision of Programming or Association services offered at or from the Jointly Operated Facilities, including without limitation expenses associated with Association Employees, and equipment, supplies and promotional materials for Programming; (v) all costs and expenses incurred to purchase, maintain, repair or replace any specialized equipment (such as ballet bars, fitness centre flooring or mirrors) used to offer Programming, to equip and operate Association run fitness centres or Licensed Childcare operated by the Association or under a rental agreement with the Association, or for any other service for which the Association receives the revenue; (vi) the purchase, maintenance, repair and replacement of minor capital equipment (such as pottery kilns and woodworking shops) used for Programming or other Association operations, unless the parties agree in writing that the Park Board will pay for or maintain any such equipment in accordance with Section 12.2, and provided always that all work involving repairs or alterations to the Jointly Operated Facilities must be approved and carried out by the Park Board, unless otherwise agreed to by the parties; (vii) subject to arrangements made in accordance with Sections 12.2 or 12.3, the supply, upkeep, maintenance and replacement of Association Equipment, including any art installations or murals purchased or commissioned by the Association; (viii) the Staffing Cost Recovery Payments; (ix) costs to maintain the insurance required under Section 13.6; (x) the Authorized Deductions specified in 1(a); and (xi) any other costs incurred by the Association that are not in respect of the Association's roles and responsibilities under this Agreement.
[Kensington] (x) the Authorized Deductions specified in 1(a); and
[Kerrisdale] (ix) costs to maintain the insurance required under Section 13.6; (x) the Authorized Deductions specified in 1(a); and
[Thunderbird] (b) Association Expenses The Association shall be responsible for: (i) all costs and expenses incurred to operate or administer the Association; (ii) all costs and expenses incurred to purchase, maintain, operate and replace computers and equipment purchased by the Association for its own use; (iii) all costs and expenses incurred to maintain and repair any Association-owned vehicles; (iv) all costs and expenses associated with the provision of Programming or Association services offered at or from the Jointly Operated Facilities, including without limitation expenses associated with Association Employees, and equipment, supplies and promotional materials for Programming; (v) all costs and expenses incurred to purchase, maintain, repair or replace any specialized equipment (such as ballet bars, fitness centre flooring or mirrors) used to offer

Programming, to equip and operate Association run fitness centres or Licensed Childcare operated by the Association or under a rental agreement with the Association, or for any other service for which the Association receives the revenue; (vi) the purchase, maintenance, repair and replacement of minor capital equipment (such as pottery kilns and woodworking shops) used for Programming or other Association operations, unless the parties agree in writing that the Park Board will pay for or maintain any such equipment in accordance with Section 12.2, and provided always that all work involving repairs or alterations to the Jointly Operated Facilities must be approved and carried out by the Park Board, unless otherwise agreed to by the parties; (vii) subject to arrangements made in accordance with Sections 12.2 or 12.3, the supply, upkeep, maintenance and replacement of Association Equipment, including any art installations or murals purchased or commissioned by the Association; (viii) the Staffing Cost Recovery Payments; (ix) costs to maintain the insurance required under Section 13.6; (x) the Authorized Deductions specified in 1(a); and (xi) any other costs incurred by the Association that are not in respect of the Association's roles and responsibilities under this Agreement.

[Douglas Park] The Association shall be responsible for: (i) all costs and expenses incurred to operate or administer the Association; (ii) all costs and expenses incurred to purchase, maintain, operate and replace computers and equipment purchased by the Association for its own use; (iii) all costs and expenses incurred to maintain and repair any Association-owned vehicles; (iv) all costs and expenses associated with the provision of Programming or Association services offered at or from the Jointly Operated Facilities, including without limitation expenses associated with Association Employees, and equipment, supplies and promotional materials for Programming; (v) all costs and expenses incurred to purchase, maintain, repair or replace any specialized equipment (such as ballet bars, fitness centre flooring or mirrors) used to offer Programming, to equip and operate Association run fitness centres or Licensed Childcare operated by the Association or under a rental agreement with the Association, or for any other service for which the Association receives the revenue; (vi) the purchase, maintenance, repair and replacement of minor capital equipment (such as pottery kilns and woodworking shops) used for Programming or other Association operations, unless the parties agree in writing that the Park Board will pay for or maintain any such equipment in accordance with Section 12.2, and provided always that all work involving repairs or alterations to the Jointly Operated Facilities must be approved and carried out by the Park Board, unless otherwise agreed to by the parties; (vii) subject to arrangements made in accordance with Sections 12.2 or 12.3, the supply, upkeep, maintenance and replacement of Association Equipment, including any art installations or murals purchased or commissioned by the Association; (viii) the Staffing Cost Recovery Payments; (ix) costs to maintain the insurance required under Section 13.6; (x) the Authorized Deductions specified in 1(a); and (xi) any other costs incurred by the Association that are not in respect of the Association's roles and responsibilities under this Agreement.

[Kensington] (x) the Authorized Deductions specified in 1(a); and

[Kerrisdale] The Association shall be responsible for: (i) all costs and expenses incurred to operate or administer the Association; (ii) all costs and expenses incurred to purchase, maintain, operate and replace computers and equipment purchased by the Association for its own use; (iii) all costs and expenses incurred to maintain and repair any Association-owned vehicles; (iv) all costs and expenses associated with the provision of Programming or Association services offered at or from the Jointly Operated Facilities, including without limitation expenses associated with Association Employees, and equipment, supplies and promotional materials for Programming; (v) all costs and expenses incurred to purchase, maintain, repair or replace any specialized equipment (such as ballet bars, fitness centre flooring or mirrors) used to offer Programming, to equip and operate Association run fitness centres or Licensed Childcare operated by the Association or under a rental

<p>agreement with the Association, or for any other service for which the Association receives the revenue; (vi) the purchase, maintenance, repair and replacement of minor capital equipment (such as pottery kilns and woodworking shops) used for Programming or other Association operations, unless the parties agree in writing that the Park Board will pay for or maintain any such equipment in accordance with Section 12.2, and provided always that all work involving repairs or alterations to the Jointly Operated Facilities must be approved and carried out by the Park Board, unless otherwise agreed to by the parties; (vii) subject to arrangements made in accordance with Sections 12.2 or 12.3, the supply, upkeep, maintenance and replacement of Association Equipment, including any art installations or murals purchased or commissioned by the Association; (viii) the Staffing Cost Recovery Payments; (ix) costs to maintain the insurance required under Section 13.6; (x) the Authorized Deductions specified in 1(a); and (xi) any other costs incurred by the Association that are not in respect of the Association's roles and responsibilities under this Agreement.</p>
<p>[West Point Grey] 1. Change sub-paragraph 13.2 (x) to read: (x) the Authorized Deductions specified at Section 1(f); 2. Delete the last full paragraph starting with the word "Estimates".</p>
<p>[Kitsilano] Amend (x) to read: the Authorized Deductions specified in 1(a); and delete the paragraph beginning with "Estimates..."</p>
<p>[Grandview/Trout Lake] (b) Association Expenses The Association shall be responsible for: all costs and expenses incurred to operate or administer the Association; all costs and expenses incurred to purchase, maintain, operate and replace computers and equipment purchased by the Association for its own use; all costs and expenses incurred to maintain and repair any Association-owned vehicles; (iv) all costs and expenses associated with the provision of Programming or Association services offered at or from the Jointly Operated Facilities, including without limitation expenses associated with Association Employees, and equipment, supplies and promotional materials for Programming; {00553786v1} 21 DRAFT 2 - JOA all costs and expenses incurred to purchase, maintain, repair or replace any specialized equipment (such as ballet bars, fitness centre flooring or mirrors) used to offer Programming, to equip and operate Association run fitness centres or Licensed Childcare operated by the Association or under a rental agreement with the Association, or for any other service for which the Association receives the revenue; the purchase, maintenance, repair and replacement of minor capital equipment (such as pottery kilns and woodworking shops) used for Programming or other Association operations, unless the parties agree in writing that the Park Board will pay for or maintain any such equipment in accordance with Section 12.2, and provided always that all work involving repairs or alterations to the Jointly Operated Facilities must be approved and carried out by the Park Board, unless otherwise agreed to by the parties; subject to arrangements made in accordance with Sections 12.2 or 12.3, the supply, upkeep, maintenance and replacement of Association Equipment, including any art installations or murals purchased or commissioned by the Association; the Staffing Cost Recovery Payments; costs to maintain the insurance required under Section 13.6; the Authorized Deductions specified in 1(a); and any other costs incurred by the Association that are not in respect of the Association's roles and responsibilities under this Agreement.</p>
<p>[Kerrisdale] The Association shall be responsible for: (i) all costs and expenses incurred to operate or administer the Association; (ii) all costs and expenses incurred to purchase, maintain, operate and replace computers and equipment purchased by the Association for its own use; (iii) all costs and expenses incurred to maintain and repair any Association-owned vehicles; (iv) all costs and expenses associated with the provision of Programming or Association services offered at or from the Jointly Operated Facilities, including without limitation expenses associated with Association Employees, and equipment, supplies and promotional materials for Programming; (v) all costs and expenses incurred to purchase, maintain, repair or replace any specialized equipment (such as</p>

ballet bars, fitness centre flooring or mirrors) used to offer Programming, to equip and operate Association run fitness centres or Licensed Childcare operated by the Association or under a rental agreement with the Association, or for any other service for which the Association receives the revenue; (vi) the purchase, maintenance, repair and replacement of minor capital equipment (such as pottery kilns and woodworking shops) used for Programming or other Association operations, unless the parties agree in writing that the Park Board will pay for or maintain any such equipment in accordance with Section 12.2, and provided always that all work involving repairs or alterations to the Jointly Operated Facilities must be approved and carried out by the Park Board, unless otherwise agreed to by the parties; (vii) subject to arrangements made in accordance with Sections 12.2 or 12.3, the supply, upkeep, maintenance and replacement of Association Equipment, including any art installations or murals purchased or commissioned by the Association; (viii) the Staffing Cost Recovery Payments; (ix) costs to maintain the insurance required under Section 13.6; (x) the Authorized Deductions specified in 1(a); and (xi) any other costs incurred by the Association that are not in respect of the Association's roles and responsibilities under this Agreement.

[Hastings] See below and note x) The Association shall be responsible for: (i) all costs and expenses incurred to operate or administer the Association; (ii) all costs and expenses incurred to purchase, maintain, operate and replace computers and equipment purchased by the Association for its own use; (iii) all costs and expenses incurred to maintain and repair any Association-owned vehicles; (iv) all costs and expenses associated with the provision of Programming or Association services offered at or from the Jointly Operated Facilities, including without limitation expenses associated with Association Employees, and equipment, supplies and promotional materials for Programming; (v) all costs and expenses incurred to purchase, maintain, repair or replace any specialized equipment (such as ballet bars, fitness centre flooring or mirrors) used to offer Programming, to equip and operate Association run fitness centres or Licensed Childcare operated by the Association or under a rental agreement with the Association, or for any other service for which the Association receives the revenue; (vi) the purchase, maintenance, repair and replacement of minor capital equipment (such as pottery kilns and woodworking shops) used for Programming or other Association operations, unless the parties agree in writing that the Park Board will pay for or maintain any such equipment in accordance with Section 12.2, and provided always that all work involving repairs or alterations to the Jointly Operated Facilities must be approved and carried out by the Park Board, unless otherwise agreed to by the parties; (vii) subject to arrangements made in accordance with Sections 12.2 or 12.3, the supply, upkeep, maintenance and replacement of Association Equipment, including any art installations or murals purchased or commissioned by the Association; (viii) the Staffing Cost Recovery Payments; (ix) costs to maintain the insurance required under Section 13.6; (x) the Authorized Deductions specified in 1(a); and (xi) any other costs incurred by the Association that are not in respect of the Association's roles and responsibilities under this Agreement.

[Mount Pleasant] in (x) after Authorized Deductions, add "as specified in 1(a)

13. FINANCE

13.2 Expenses (c) Staffing Cost Recovery Payment

[Strathcona] Delete first sentence as it is repetitive - stated already in 13.2(b)(c) -Define "Group 1" - in 15 years no one may know what this means.

[Douglas Park] - Should the association wish to increase group one staffing part way through the year and has the money to do so, park board should assist in that goal. (An example of this would be offering extended hours for summer park programming)

[Killarney] (c) Staffing Cost Recovery Payment The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[Kerrisdale] I am not sure what the PB is saying here. If the association does not wish to approve Group 1 costs they will reduce staffing. Who is that benefiting?? It is good that CCs have a choice, but if a Centre cannot pay the additional cost, there must be a better solution. The next step might be to close the Centre??? I hope not or its the intent that the PB wants to take over the running of the Centre? Is that this a good use of public funds, paying forstaff when you get the same or better service from a volunteer board?The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[Kerrisdale] REPLACE WITH The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[Kensington] The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[Kerrisdale] The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[Thunderbird] (c) Staffing Cost Recovery Payment The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[Douglas Park] The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board commits to seeking must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[Kensington] The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[Kerrisdale] The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay

the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[West Point Grey] Change Section 13. 2 to read as follows: The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Disagreements in relation to the amounts billed to the Association for Staffing Cost Recovery will be resolved in accordance with the Dispute Resolution Process at Section 17.

[Kitsilano] Amend the 2nd paragraph to read: The Park Board must obtain the Association's approval for Group 1 costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Amend the 1st sentence of the 3rd paragraph by adding "or the portion thereof that the facility is jointly operated." Add the following sentence to the end of the 3rd paragraph: Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[West End] The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

[West End] IN order to maintain some semblance of cost control for Group I costs, we propose the wording be changed to reflect better cost control and agreement; (c) Staffing Cost Recovery Payment The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the

amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).
[Grandview/Trout Lake] (c) Staffing Cost Recovery Payment The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).
[Kerrisdale] The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).
[Hastings] See below and note all: The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment. The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).
[Mount Pleasant] Replace last two paragraphs with: The Park Board must obtain the Association's approval for "Group 1" costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any increases negotiated under the collective agreement annually. Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of Group 1 employment for the full year or the portion thereof that the facility is jointly operated. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days. Association challenges of the amounts billed for Staffing Cost Recovery will be handled in accordance with the Dispute Resolution Process (17.1).

13. FINANCE

13.3 Budgets and Records (a) Operating Budget

[Mount Pleasant] Association funds and budgets should be managed by the association - within their system.

[West Point Grey] 1. Add a provision that 30 days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association and provide the Association with an opportunity to include its annual maintenance plan and/or annual list of priorities for the Jointly Operated Facilities [ie. roofs, bathrooms or painting walls, etc.] in the Park Board's annual operating budget. [or such other wording that will facilitate meaningful input by the Association prior to the approval of the said budget and prior to the public release of the said budget]. 2. Add a provision clarifying the meaning of "maintenance" as defined under Park Board's operating budget as compared to items covered by the capital budget [ie. over \$250,000 maintenance cost may be a capital item]. 3. Provide examples of the types of adjustments that Park Board anticipates making in its sole discretion to the operating budget of any CCA in the Community Centre Network. For example, will Park Board reduce or increase the budget for staff of the CCA in its sole discretion? 4. Provide examples or specify areas of adjustments that Park Board will agree not to increase or decrease. 5. Provide assurance that the Operating Budget of the Association will be respected by the Park Board, and that the Park Board will not shift expenses [ie. increase the Association's staffing costs beyond those in the Association budget] to all or any part of the Community Centre Network.

[Killarney] (a) Operating Budget The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[Kerrisdale] will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[Kerrisdale] REPLACE WITH The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[Kensington] The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association.

The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves.

[Kerrisdale] The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves.

[Thunderbird] 13.3 Budgets and Records (a) Operating Budget The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[Douglas Park] The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior

to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek consultation from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide consultation prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board, to the best of its ability, will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[Kensington] The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves

[Kerrisdale] The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input

from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[West Point Grey] Change Section 13.3 (a) to read as follows: (a) Operating Budget The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board, will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[Kitsilano] Amend the 2nd paragraph to read; The Park Board will, on an annual basis develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. Add the following sentence to the 2nd paragraph: Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facility without prior Consultation with the Association. Add new paragraph: The Park Board acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Associations to utilize their Financial Reserves. delete the words "to the best of its ability" from the last paragraph

[West End] The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[Grandview/Trout Lake] (a) Operating Budget The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly

Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[Kerrisdale] The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[Hastings] See below and note all: The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated

Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

[Mount Pleasant] Replace with: (a) Operating Budget The Association will, on an annual basis, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of each of the Association's Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets. The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves. The Park Board will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. It is recognized that

some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis. The Association acknowledges and agrees that the Park Board budget, including allocations to operations, capital other resources for the Jointly Operated Facilities and the Community Centre Network, are in the sole discretion of the Park Board.

13. FINANCE

13.3 Budgets and Records (b) Capital Budgets

more prescriptive language throughout financial section re: PB timelines, specifically re: capital planning
[Douglas Park] The communication of capital budgets should happen on a regular timeline. (At least yearly updates) so that the CCAs may use this for their own long term planning purposes.
[Mount Pleasant] Association funds and budgets should be managed by the association - within their system.
[Killarney] (b) Capital Budgets The Park Board will develop for recommendation to City Council annual capital budgets and future forecasting budgets, such as longer term capital plans and capital outlook plans for the Community Centre Network or specific to the Jointly Operated Facilities. The Park Board will seek and consider input from the Association when determining priorities for capital investment in the Jointly Operated Facilities. The Park Board and the CCAs shall discuss priorities for capital investment in the Community Centre Network, including renewals and replacements of specific community centre facilities, in the System-Wide Planning Sessions, or in such other meetings as the parties may agree to. The Association acknowledges and agrees that all final decisions regarding capital budgets and expenses are in the sole discretion of the Park Board.
[Thunderbird] (b) Capital Budgets The Park Board will develop for recommendation to City Council annual capital budgets and future forecasting budgets, such as longer term capital plans and capital outlook plans for the Community Centre Network or specific to the Jointly Operated Facilities. The Park Board will seek and consider input from the Association when determining priorities for capital investment in the Jointly Operated Facilities. The Park Board and the CCAs shall discuss priorities for capital investment in the Community Centre Network, including renewals and replacements of specific community centre facilities, in the System-Wide Planning Sessions, or in such other meetings as the parties may agree to. The Association acknowledges and agrees that all final decisions regarding capital budgets and expenses are in the sole discretion of the Park Board.
[Douglas Park] The Park Board will develop for recommendation to City Council annual capital budgets and future forecasting budgets, such as longer term capital plans and capital outlook plans for the Community Centre Network or specific to the Jointly Operated Facilities. The Park Board will seek and consider input from the Association when determining priorities for capital investment in the Jointly Operated Facilities. The Park Board and the CCAs shall discuss priorities for capital investment in the Community Centre Network, including renewals and replacements of specific community centre facilities, in the System-Wide Planning Sessions, or in such other meetings as the parties may agree to. The Association acknowledges and agrees that all final decisions regarding capital budgets and expenses are in the sole discretion of the Park Board.
[Kerrisdale] The Park Board will develop for recommendation to City Council annual capital budgets and future forecasting budgets, such as longer term capital plans and capital outlook plans for the Community Centre Network or specific to the Jointly Operated Facilities. The Park Board will seek and consider input from the Association when determining priorities for capital

investment in the Jointly Operated Facilities. The Park Board and the CCAs shall discuss priorities for capital investment in the Community Centre Network, including renewals and replacements of specific community centre facilities, in the System-Wide Planning Sessions, or in such other meetings as the parties may agree to. The Association acknowledges and agrees that all final decisions regarding capital budgets and expenses are in the sole discretion of the Park Board.

[West End] Paragraph 2 should be changed to the following to reflect better cost controls for a CCA and the VPB; The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. At least thirty (30) days prior to the finalization of its operating budget for the Jointly Operated Facilities, Park Board will seek input from the Association regarding its annual list of maintenance priorities for the Jointly Operated Facilities. Maintenance/minor capital items as defined under Park Board's operating budget are those with a value up to \$250,000. The Park Board will provide the Association with an opportunity to provide meaningful input prior to the approval and public release of the Park Board's annual operating budget. The Park Board's budget shall be subject to approval of the Park Board. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make reasonable adjustments to increase or decrease the Park Board's operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities with the approval of the Park Board. Park Board agrees that it will not reduce staffing levels, operating hours or other key components of the operating budget for a Jointly Operated Facilities without prior Consultation with the Association. The PB acknowledges and agrees that any adjustments to its operating budget for the Jointly Operated Facilities will not require the Association to utilize its Financial Reserves.

[Grandview/Trout Lake] (b) Capital Budgets The Park Board will develop for recommendation to City Council annual capital budgets and future forecasting budgets, such as longer term capital plans and capital {00553786v1} 23 DRAFT 2 - JOA outlook plans for the Community Centre Network or specific to the Jointly Operated Facilities. The Park Board will seek and consider input from the Association when determining priorities for capital investment in the Jointly Operated Facilities. The Park Board and the CCAs shall discuss priorities for capital investment in the Community Centre Network, including renewals and replacements of specific community centre facilities, in the System-Wide Planning Sessions, or in such other meetings as the parties may agree to. The Association acknowledges and agrees that all final decisions regarding capital budgets and expenses are in the sole discretion of the Park Board.

[Hastings] See below: The Park Board will develop for recommendation to City Council annual capital budgets and future forecasting budgets, such as longer term capital plans and capital outlook plans for the Community Centre Network or specific to the Jointly Operated Facilities. The Park Board will seek and consider input from the Association when determining priorities for capital investment in the Jointly Operated Facilities. The Park Board and the CCAs shall discuss priorities for capital investment in the Community Centre Network, including renewals and replacements of specific community centre facilities, in the System-Wide Planning Sessions, or in such other meetings as the parties may agree to. The Association acknowledges and agrees that all final decisions regarding capital budgets and expenses are in the sole discretion of the Park Board.

13. FINANCE

13.3 Budgets and Records (c) Record Keeping

[Douglas Park] With regard to "activities outside the jointly operated facilities". DPCCA conducts childcare, sports, and seniors programs in various rented spaces. Only one set of records is kept. It would be extremely onerous to keep a second set of books to keep track of these programs that do not take place on the premises of the community centre.
[Mount Pleasant] Association funds and budgets should be managed by the association - within their system.
[Killarney] (c) Record Keeping The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).
[Kerrisdale] The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada). Delete: If the Association conducts activities outside the Jointly Operated Facilities, the Association will maintain records of its income and expenses related to the Jointly Operated Facilities and the Association's performance of its roles and responsibilities under this Agreement separately from records regarding other operations or business conducted by the Association.
[Kerrisdale] REPLACE WITH The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).
[Kensington] Record Keeping The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).
[Kerrisdale] The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).
[Thunderbird] (c) Record Keeping The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).
[Douglas Park] The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).
[Kensington] Record Keeping The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).
[Kerrisdale] The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).
[West Point Grey] Change Section 13.3 (c) to read as follows: The Association will establish and maintain books of account with sound financial policies and procedures relating to the Jointly Operated Facilities in accordance with Generally Accepted Accounting Principles (Canada).
[Kitsilano] Amend the 1st paragraph to read; The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with the Generally Accepted Accounting Principles (Canada). delete the 2nd paragraph
[Grandview/Trout Lake] (c) Record Keeping The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).

[Kerrisdale] The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).
[Hastings] See below and note all: The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).
[Mount Pleasant] Replace with: The Association will establish and maintain books of account relating to the Jointly Operated Facilities in accordance with sound financial policies and procedures in accordance with Generally Accepted Accounting Principles (Canada).

13. FINANCE

13.3 Budgets and Records (d) Financial Statements

[Douglas Park] Park board should pay for the CCA bookkeeper/accountant's time to support a park board initiated audit.
[Mount Pleasant] Association funds and budgets should be managed by the association - within their system.
[Killarney] (d) Financial Statements The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[Kerrisdale] The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 150 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada). Delete: include reporting on any Facility-Generated Revenue, including savings, expenditures, expenditures of Retained Earnings, transfers to foundations or other organizations and revenue generated in respect of Licensed Childcare that is processed outside of the Registration System The Park Board may audit the Association's books, financial records and accounts regarding operations at the Jointly Operated Facilities upon request and with reasonable notice. Within 30 days of a request by the Park Board, the Association shall provide to the Park Board an accounting of all expenditures made by the Association for the last Fiscal Year, or such other period of time as specified in the request.
[Kerrisdale] REPLACE WITH The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[Kensington] Financial Statements The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the

Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[e-mail letter – Oct 4 Sunset] The Parks Board asking for the right to audit the society. We are a non-profit society and as such our financial statements are public. We undertake an audit annually. To cede this right to a third party is unreasonable and unacceptable.
[Kerrisdale] The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[Thunderbird] (d) Financial Statements The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[Douglas Park] The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[Kensington] (d) Financial Statements The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada)
[Kerrisdale] The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[West Point Grey] Change 13.3 (d) to read as follows: The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[Kitsilano] Amend the 1st paragraph to read: The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly

Operated Facility and/or on the Association's website. The statements will be prepared in accordance with the GAAT (Canada). delete paragraph 2 and 3
[West End] The association will be happy to provide the statements to Park Board in time but needs time to prepare and have them accepted by the membership at the AGM> The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[Grandview/Trout Lake] (d) Financial Statements The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[Kerrisdale] (d) Financial Statements The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[Hastings] See below and note all: The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).
[Mount Pleasant] Replace with: The Association will provide audited financial statements for each fiscal year shortly after they have been presented to the membership at the Annual General Meeting, usually within 180 days of the completion of the fiscal year. The Association will post its audited financial statements in a prominent location at the Jointly Operated Facility and/or on the Association's website. The statements will be prepared in accordance with Generally Accepted Accounting Principles (Canada).

13. FINANCE

13.3 Budgets and Records (e) Retained Earnings

Clarification re: "plan to spend retained earnings" (13.e)
Cannot take retained earnings to zero
Would like to manage retained earnings
Not be directed to spend all retained earnings
Require contingency funds
Strict regulations under BC society act
Fiscal responsibility up to society
Definition of retained earnings should not include grants, etc
Use BC Societies Act for retained earnings
No authority; shouldn't be in contract

Use of retained earnings shared at AGM
Funds are for our community and future of our community
Issue is transparency to Park Board & public
Could post capital budget and financial audits online for transparency
Change "retained earnings" to "financial reserves"
Term "segregated funds" for earmarked projects
[e-mail input – Sept 25 CCA group] Prior to the end of the first year of the Term, the Association will develop a plan to manage its Retained Earnings, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan and shall make expenditures of Retained Earnings in accordance with the plan, as it is updated from time to time. The Association agrees that Retained Earnings will be managed in a manner consistent with the provisions of the Societies Act.
<p>[e-mail input – Sept 23 West End] A society must not distribute any of its money or other property other than;</p> <ul style="list-style-type: none"> (a) for full and valuable consideration, (b) in furtherance of the purposes of the society, (c) to a qualified recipient, (d) for a distribution required or authorized by this Act, including, without limitation, a distribution made in accordance with this Act on the society's dissolution, or liquidation and dissolution, or for a distribution otherwise required by law, or (e) for a distribution that is <ul style="list-style-type: none"> (i) of a type authorized by the regulations, and (ii) made in accordance with the regulations. <p>Should we sign this JOA, we would have to submit a 5yr plan on how to liquidate our retained earnings to the PB for approval.</p> <p>WECCA feels that this would be prohibitive as;</p> <ul style="list-style-type: none"> 1) use of funds could change as financial conditions change 2) funds may have to be used to subsidize operations as CCIF contributions create structurally inherent deficits. 3) funds may have to be used to subsidize operation in the event of work stoppages 4) depletion of retained earning prohibits and /or limits the planning of short and long term projects as budgetary, social, community and physical plant circumstances change. <p>It seems clear that the CCA would lose control over dispensation of their retained earnings. Further, such restrictions would limit what a CCA could return to the community in terms of new equipment, programs, services and facility improvements that the PB cannot or will not provide. Would liquidation of retained earnings before signing this document would put a whole different perspective on this agreement.</p>
<p>[e-mail input – Sept 23 West End] 13.1.(b) and (e)The use of revenue - Approval of PB to spend our revenue and our retained earnings.</p> <p>The Association agrees that Retained Earnings may only be spent on physical improvements to or capital projects within the Community Centre Network or for the direct provision of Programming or services to the public at or from the Jointly Operated Facilities.</p>

WECCA feels that the list of how a CCA may spend retained earnings is very limited and may be interpreted to violate the intent and requirements of the Bill 24 2015 British Columbia Societies Act which comes into effect November 2016.

Namely:

Section 4: Restrictions on distributions

[Strathcona] I understand from the Sept 28th meeting with PB that the definition of retained earnings will be amended to delete reference to grants, fundraising, donations and membership fee revenue. Also, that there will be provision in her for CCAs to retain a reasonable amount of money for cash flow/operational needs.

[Dunbar] The JOA should not require the net assets of an Association to be eliminated. As worded the JOA proposal requires elimination of net assets of the Association. If that is not the intention then the JOA should say so. Any net assets of a not-for-profit society can only be used for the purposes of the society and cannot somehow be distributed to its members or other parties inconsistent with those purposes. Concern that Associations would misappropriate the funds to other uses is an inappropriate assumption on which to base the wording of the proposed JOA. The BC Society Act precludes Association funds being expended for other than Association purposes, precludes a Society having share capital, and precludes assets of a charitable society such as Dunbar from being distributed to members. The important aspect of this discussion is that the Associations engage in good governance. Good governance includes the prudent management of finances for the purposes of the society. As described by the Chartered Professional Accountants above the use of a society's net assets may be restricted or unrestricted. Good governance contemplates a society maintaining sufficient funds to continue to operate successfully. Proper funding also provides flexibility for the society to support or subsidize fresh initiatives that are not necessarily assured of success or to flexibly respond to changes in circumstances that impact the programs or operations of the society. Without proper funding, the society is forced into a relatively conservative and inflexible approach to its operations, which may inhibit or even disable it from continuing operations. In the ordinary course of business at Dunbar, revenues can vary significantly year over year, even without unanticipated or unusual contingencies occurring. Consistent with accepted accounting principles and good governance, Dunbar has restricted its net assets to its not-for-profit and charitable purposes. The net assets are restricted to programming and community outreach, property & equipment and building improvements. Under the proposed JOA, the Dunbar contribution towards the Park Board costs of providing programs and services will increase by approximately \$30,000.00 to \$40,000.00 for Group 1 employees depending on the level of staffing. This is as a result of the elimination of Park Board paying the Group 1 top-up. The CIF levy will increase that contribution as well. An additional obligation to exhaust the net assets will deplete them more quickly. In either case the result is to erode the Association's ability to respond to negative contingencies or promote additional initiatives and services and will cause the Association to operate with annual deficits until no net assets are available. Dunbar has a history of maintaining net assets to ensure its ability to continue to operate during unexpected service interruptions or to respond to unexpected demands on its resources. Dunbar has also used its net assets to subsidize the operation of programs whose community benefits cannot be obtained were full cost recovery expected, to encourage fresh program initiatives, and to provide equipment and capital to both Association and Park Board activities at the centre. The use of the net assets has been restricted to programming and community outreach, property & equipment and building improvements all of which relate to the facility and its programs and services. In recent years the primary constraint on expending those funds for those purposes has been barriers erected by Park Board flowing from the negotiation and litigation processes. Both parties acknowledge the importance of prudent financial management in effective not-for-profit governance. Both parties

acknowledge that the Association's founding purpose was and remains to engage the community and provide programming, services and special events at and from the community centre which the Association manages. Having net assets available for those purposes is an essential aspect of meeting those goals. Use and Disposition To reflect the above, possible terms of the JOA would be: The Association hereby waives any right, legal or equitable, to the building or fixtures comprising the Entire Facility which may arise out of contributions that it makes to that building or fixtures from the Association's Retained Earnings. The Association will, so far as is possible, maintain appropriate funds to cover costs of its ongoing operations, including any increased costs resulting from this Agreement during its Term. The funding for contingencies affecting day to day operations will be set by the Association, based on a limited 5 year financial forecast prepared by the Association. Within six months after the end of the first fiscal year in the Term, the Association will prepare a net assets report, a copy of which will be shared with the Park Board. The report will outline the Association's plans for the use of any net assets that exceed the Association's need for ongoing operating funds. The plans will include only: (1) physical improvements or capital projects within the Entire Facility and surrounding Park Board lands, including but not limited to Association Equipment and Facility improvements; (our constitution and by-laws in conjunction with the current and pending BC Society Act preclude direct donations to other Associations or Park Board for other locations) or (2) the direct provision of Programming or services to the public at or from the Jointly Operated Facilities, including community fairs or events held on or partly on public lands. The Association will make best efforts to execute on those plans and shall make expenditures in accordance with them, as they are updated from time to time. This is one of five issues that, for the reasons stated, are fundamental to any decision by the Dunbar Community Centre Association and its members to agree to the terms and conditions of the proposed JOA.

[Killarney] 13. 3. e. FINANCIAL RESERVES Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.

[Kerrisdale] Change 'Retained Earnings' to 'Financial Reserves' Delete: Prior to the end of the first year of the Term, the Association will develop a plan to spend its Retained Earnings within the first 5 year Term of this Agreement, unless another time period is agreed to by the parties, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan and shall make expenditures of Retained Earnings in accordance with the plan, as it is updated from time to time. The Association agrees that Retained Earnings may only be spent on physical improvements to or capital projects within the Community Centre Network or for the direct provision of Programming or services to the public at or from the Jointly Operated Facilities. The Association acknowledges and agrees that the buildings and fixtures comprising the Entire Facility are and will continue to be owned by the City and Park Board, notwithstanding any contribution of funds (including Retained Earnings) by the Association. 13. 3. e. FINANCIAL RESERVES Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act. Delete: The Association acknowledges and agrees that the buildings and fixtures comprising the Entire Facility are and will continue to be

owned by the City and Park Board, notwithstanding any contribution of funds (including Retained Earnings) by the Association. REDUNDANT –SEE 16.1
[Kerrisdale] REPLACE WITH 13. 3. e. FINANCIAL RESERVES Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.
[Kensington] FINANCIAL RESERVES Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.
[e-mail letter – Oct 4 Sunset] The requirement to eliminate Retained Earnings in 5 years is unachievable. Retained earnings are not money in the bank. In addition to the accumulated net accounting revenue of prior years, retained earnings are also comprised of the net book value of our assets, accounts receivable and payable and other non-cash accounting transactions such as the amortization of deferred capital assets. You cannot spend retained earnings. To comply with this requirement, SCA would have to dispose of all cash, liquidate its fixed assets and possibly go into debt. Without a contingency, the ability to continue as a going concern would be jeopardized
[Kerrisdale] 13. 3. e. FINANCIAL RESERVES Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.
[Thunderbird] (e) Financial Reserves 13. 3. e. FINANCIAL RESERVES Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.
[Douglas Park] RENAME RETAINED EARNINGS TO FINANCIAL RESERVES: Financial Reserves. Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.
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[West Point Grey] Change Section 13.3 (e) title to read "Financial Reserves" and this section's content to read as follows: Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Society Act.
[Kitsilano] Replace (e) with the following: Financial Reserves Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute the plan(s) as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.
[West End] Change to Financial Reserves: 13. 3. e. FINANCIAL RESERVES Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.
[Grandview/Trout Lake] 13. 3. e. FINANCIAL RESERVES Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.
[Kerrisdale] 13. 3. e. FINANCIAL RESERVES Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.
[Hastings] See below. Not all: Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act.
[Mount Pleasant] Replace with: "Prior to the end of the first year of the Term, the Association will develop a plan to manage its Financial Reserves, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any

revised plans with the Park Board. The Association will use its best efforts to execute on the plan as it is updated from time to time. The Association agrees that Financial Reserves will be managed in a manner consistent with the provisions of the Societies Act."

13. FINANCE

3.4 Grants

Grants require plan to spend
Seeking approval for grants in advance would be challenging; would hinder responsiveness to grant opportunities.
[Strathcona] What is meant by "new programs". If you mean "Programming" use the defined term. If you mean something different, define what you mean. We strongly oppose having to get approval from the Park Board to run any programs. We agree that programs have to comply with Public Policy goals, cannot breach this Agreement etc., but within those parameters CCAs should be able to provide programming to meet their community's needs and to be able to be responsive to opportunities that may present themselves. The language in this section contravenes other sections in this Agreement that confirm the PB and CCA as independent parties with the CCA using and operating the Jointly Operated Facility for the provision of Programming and services (e.g. s. 2)
[Killarney] 13.4 Grants The Association may, at their discretion, apply for grants from third parties or the City for initiatives. If the grant application is in respect of an activity or program that will be conducted at or from the Jointly Operated Facilities, the grant application, administration, and oversight must be done in collaboration with the Recreation Supervisor and with support of Park Board staff. All capital projects at or through the Jointly Operated Facilities, including those funded by grants, require the prior approval of the Park Board. Where required, Park Board staff will receive training in evaluation methods and grant writing in order to provide support to the Association for grant applications. If the Park Board receives information about grant programs offered by other government bodies, it will provide that information to the Association to support the Association's initiatives. All grant revenue will be paid to the Association without any deduction by the Park Board unless it is processed through the Registration System or as otherwise expressly agreed to by the parties in advance.
[Kerrisdale] Delete: 'All new programs and/or capital projects' and replace with 'All capital projects '
[Kerrisdale] REPLACE WITH The Association may, at their discretion, apply for grants from third parties or the City for initiatives. If the grant application is in respect of an activity or program that will be conducted at or from the Jointly Operated Facilities, the grant application, administration, and oversight must be done in collaboration with the Recreation Supervisor and with support of Park Board staff. All capital projects at or through the Jointly Operated Facilities, including those funded by grants, require the prior approval of the Park Board. Where required, Park Board staff will receive training in evaluation methods and grant writing in order to provide support to the Association for grant applications. If the Park Board receives information about grant programs offered by other government bodies, it will provide that information to the Association to support the Association's initiatives. All grant revenue will be paid to the Association without any deduction by the Park Board unless it is processed through the Registration System or as otherwise expressly agreed to by the parties in advance.
[Thunderbird] 13.4 Grants The Association may, at their discretion, apply for grants from third parties or the City for initiatives. If the grant application is in respect of an activity or program that will be conducted at or from the Jointly Operated Facilities, the grant application, administration, and oversight must be done in collaboration with the Recreation Supervisor and with support of

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[Douglas Park] The Association may, at their discretion, apply for grants from third parties or the City for initiatives. If the grant application is in respect of an activity or program that will be conducted at or from the Jointly Operated Facilities, the grant application, administration, and oversight must be done in collaboration with the Recreation Supervisor and with support of Park Board staff. All capital projects at or through the Jointly Operated Facilities, including those funded by grants, require the prior approval of the Park Board. Where required, Park Board staff will receive training in evaluation methods and grant writing in order to provide support to the Association for grant applications. If the Park Board receives information about grant programs offered by other government bodies, it will provide that information to the Association to support the Association's initiatives. All grant revenue will be paid to the Association without any deduction by the Park Board unless it is processed through the Registration System or as otherwise expressly agreed to by the parties in advance.

[Kerrisdale] The Association may, at their discretion, apply for grants from third parties or the City for initiatives. If the grant application is in respect of an activity or program that will be conducted at or from the Jointly Operated Facilities, the grant application, administration, and oversight must be done in collaboration with the Recreation Supervisor and with support of Park Board staff. All capital projects at or through the Jointly Operated Facilities, including those funded by grants, require the prior approval of the Park Board. Where required, Park Board staff will receive training in evaluation methods and grant writing in order to provide support to the Association for grant applications. If the Park Board receives information about grant programs offered by other government bodies, it will provide that information to the Association to support the Association's initiatives. All grant revenue will be paid to the Association without any deduction by the Park Board unless it is processed through the Registration System or as otherwise expressly agreed to by the parties in advance.

[West Point Grey] Change paragraph 1 of Section 13.4 by deleting the phrase "new programs and/or" in the last sentence so it reads as follows: The Association may, at their discretion, apply for grants from third parties or the City for initiatives. If the grant application is in respect of an activity or program that will be conducted at or from the Jointly Operated Facilities, the grant application, administration, and oversight must be done in collaboration with the Recreation Supervisor and with support of Park Board staff. All capital projects at or through the Jointly Operated Facilities, including those funded by grants, require the prior approval of the Park Board.

[Grandview/Trout Lake] 13.4 Grants The Association may, at their discretion, apply for grants from third parties or the City for initiatives. If the grant application is in respect of an activity or program {00553786v1} 24 DRAFT 2 - JOA that will be conducted at or from the Jointly Operated Facilities, the grant application, administration, and oversight must be done in collaboration with the Recreation Supervisor and with support of Park Board staff. All capital projects at or through the Jointly Operated Facilities, including those funded by grants, require the prior approval of the Park Board. Where required, Park Board staff will receive training in evaluation methods and grant writing in order to provide support to the Association for grant applications. If the Park Board receives information about grant programs offered by other government bodies, it will provide that

information to the Association to support the Association's initiatives. All grant revenue will be paid to the Association without any deduction by the Park Board unless it is processed through the Registration System or as otherwise expressly agreed to by the parties in advance.

[Hastings] See below: The Association may, at their discretion, apply for grants from third parties or the City for initiatives. If the grant application is in respect of an activity or program that will be conducted at or from the Jointly Operated Facilities, the grant application, administration, and oversight must be done in collaboration with the Recreation Supervisor and with support of Park Board staff. All capital projects at or through the Jointly Operated Facilities, including those funded by grants, require the prior approval of the Park Board. Where required, Park Board staff will receive training in evaluation methods and grant writing in order to provide support to the Association for grant applications. If the Park Board receives information about grant programs offered by other government bodies, it will provide that information to the Association to support the Association's initiatives. All grant revenue will be paid to the Association without any deduction by the Park Board unless it is processed through the Registration System or as otherwise expressly agreed to by the parties in advance.

13. FINANCE

13.5 Community Centre Investment Fund (a) Contribution to Community Centre Investment Fund

2% off "net" vs. "gross"
CCAs control their pricing;
perhaps use ActiveNet to add 2% fee;
2% on gross earnings will push into structural deficit
Structure won't work
Not a strict 2%, but perhaps a sliding scale or possibly keep a % for operating funds
Point is to provide assistance to centres always in a deficit; "increase equity across network"
Assuming on gross earnings of facility generated revenue
Gross earnings of CCA funded programs not included (when CCAs pay maintenance costs)
Different formula in appendices for unique arrangements
Can there be other revenue streams from PB or CoV to assist
Change wording of facility generated revenue; could be worded better
Every centre should ensure their needs are met first
Would like to see Commissioners fight for budget
Concerned about changes in administration/ political philosophy will change definition of revenue streams; needs to be clear
Reassurance that % will not be increased at term renewal
Should be City and not CCAs dealing with this social equity issue
As per the societies act, can CCA's legally contribute funding without knowing purpose
Donations should be exempt from 1% ActiveNet fee
Legality of imposing 2% "taxation".
[e-mail letter – Oct 4 Sunset] We cannot accept the CCIF to which we are expected to contribute 2% of our gross revenue. This includes revenue from our offsite OSC at Sexsmith Elementary. The Park Board has absolutely no involvement with this remotely delivered service so it is particularly outrageous to include this program in any calculation related to the Park Board. Notwithstanding the Sexsmith OSC, the entire CCIF concept is unacceptable to the SCA. We believe the money we

earn in the community should stay in the community and the projects or programs undertaken should be determined by the community that we serve.

[e-mail input – Sept 23 West End] The contribution clause is a thinly veiled attempt to ensure that none of the associations are ever able to accumulate any significant reserves. This is inappropriate, and unfair. Subject to the terms of this agreement, each association should be free to manage its own financial destiny. The proposed agreement already provides for very significant controls and financial commitments by the Associations.

[e-mail input – Sept 23 West End] 13.5 (a) - WEECCA has undertaken a thorough financial analysis regarding the proposed 2% CCIF contribution. This analysis determined that such a contribution would force WECCA into a deficit financial position. Further, an ongoing contribution would create a structural deficit that could not be overcome. Ongoing financing of such a structural deficit could only be serviced by utilizing the retained earnings of the Association. Thus, simply maintaining current levels of programs and services of the Association would force it out of business as it would exhaust current resources and create a situation where it could no longer meet its day to day obligations.

"In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the Community Centre Investment Fund." There is no definition as to what criteria would be for such relief. WECCA believes strongly that the strength of a CCA's retained earnings not be used as criteria. WECCA believes that criteria for relief must include a thorough analysis of a CCA's operations including, programming, services, pricing and staffing.

WECCA is not opposed to a CCIF, the mechanism for contributions to such a fund cannot be punitive. WECCA believes that such a fund must have a non nebulous, well defined, purpose. It is open to different models that would be pro-active rather than punitive for contribution to such a fund.

[e-mail input – Sept 23 West End] 13.5 (b) - "The Community Centre Investment Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network, including by enhancing access to, quantity or quality of Programming and services delivered throughout the Community Centre Network."

WECCA has a major concern about that the definition of "Public Policy" as it is the sole responsibility of the PB. It covers sustainability of the system wide Community Centre network, system wide financial issues, and sustainability of the system. This is a very loose clause, poorly defined and written.

WECCA is concerned that changes in administration, policy and political party may result in drastic change to the budgets, programs, services and capabilities of the PB. Therefore, in order to ensure the sustainability of the system, PB could arbitrarily impose any number of rules to off load their financial, social and service responsibilities to the CCA's.

ie: WECCA's scholarship program:

Should the system wide network undergo serious financial problems because of cuts to the PB budget and/or changes in policy, we feel PB could impose upon our financial abilities to continue to fund a scholarship program. The rationale being that the funds are better served and needed/or to help our colleagues and the CCIF. As written, this section may be interpreted as follows: "Should a CCA choose to continue to fund a program rather than direct the use of such funds towards the CCIF, such an action may be construed as a material breach of the JOA. Notice could be given for the Dispute Resolution mechanism or Termination of agreement. This undermines the ability of a CCA to provide such a service or program to the community. Further, a construed material breach would bring the right of the CCA to use the facility to an end.

As written, this agreement would prohibit a CCA to use their money to hire legal representation should they disagree with an action or policy that is detrimental to their association. Use of

Association monies is very limited and does not address issues such as an operating reserve; legal expenses; scholarships; co-funding partnerships with other organizations, etc. It also appears (as written) that CCA's would be prohibited from spending their earnings without PB approval. WECCA feels that this would limit the autonomy of the CCA as a society.

[e-mail input – Oct 6 West End] Trying to budget for a 2% tax would be onerous for a variety of reasons and would be detrimental to subsidized and community programs. After much discussion, we came up with the following idea that would make a sliding scale program simple, easy to administer, and easy to budget for every association. This concept would involve every centre contributing a fixed amount (no opt out or exclusion) and a luxury tax which would contribute an annual total of ~ \$200,000 to a CIF Fund. We felt that would create a more equitable system and larger pool of funds for systems wide programs and Centres in need to draw upon. It would be based upon the following the following scale:

Gross revenue, exclusive of grants, donations, interest income, and other mutually agreed upon exclusions.

Gross Revenue	Contribution
0 - 500,000	\$5,000
500,000 - 750,000	\$7,500
750,000 - 1,000,000	\$10,000
1,000, 000 - 1,250,000	\$12,500
1,250,000 - 1,500,000	\$15,000
1,500,000 +	\$20,000

And a luxury tax

The luxury tax of 10% would take effect on audited net profit in excess of \$20,000

500,000	750,000	1,000,000	1,250,000	1,500,000
\$5000	\$7500	\$10000	\$12,500	\$15,000

[Strathcona] This section needs clarity. Centres in financial need should be able to get \$ from this fund and that needs to be clearly stated either in this para or in our appendix. We also need to know how much (% or annual contribution) we will receive. Given we raise \$1 million /year to subsidize participation and access to all of our programs, and given that Malcolm said this fund will only generate \$200k/year, it will not go very far to relieve our funding challenges.

[Douglas Park] The amount should be phased in over 4 years at 0.5% each year. This would give the CCAs time to raise prices slowly and minimize the impact on users. The amount should be detailed as a separate charge on every activenet transaction so that it is transparent to community centre users that they are paying this amount that goes to support programming at the city-wide level

[Mount Pleasant] Childcare revenue should not be exempt from the calculation of the 2%. The fund contribution should be 2% of NET revenue.

[Mount Pleasant] Confused. Appendices say our Child Care building that we own is Satellite, but 13.5 says any revenue processed in respect of Licensed Childcare under 2% Gross. We have to pay Maintenance. This should be deducted before 2% calculation.

[Mount Pleasant] Day care fees should be exempted from the 2% charge.

[Mount Pleasant] Should be based on net revenues. Childcare facilities of MPCCA: 'Our House' on 16th Ave is not on Park Board property and has been paid for entirely by the efforts and financing of the Association. This should not form a part of the JOA for revenues and the Community Investment Fund 'Three Corners' Childcare is in the Mount Pleasant Community Centre building but does not form a part of the community centre and has not been funded in any part by Park Board. This should not form a part of the JOA for revenues and the Community Investment Fund.

[West Point Grey] 1. define "financial hardship". 2. consider adding a 1% VPB Equity fee [such as VAT in certain jurisdiction] on all programming to accomplish the goal of VPB - that way the VPB will bear the responsibility of raising funds via this mechanism directly. That would accord more so with VPB's stated goal of transparency to the public and universality and it will also likely be easier to administer. 3. Add a termination date [or is it the VPB plan to continue this CIF indefinitely?]. 4. Add a timeline for review and evaluation of the outcomes of the CIF [for example, in 2 years] and whether is ought to be continued and if so, for a further specified term and subject to further review and evaluation of outcomes. 5. Add provisions for earlier termination as necessary - what if the VPB's unwritten objective of convincing the City to contribute more funds to its budget is not successful or if a new administration changes the VPB budgeting philosophy?

[Dunbar] 3. The CIF fund contribution must be sustainable The Dunbar Community Centre Association cannot sign an agreement providing for a 2% levy on gross revenue and meet its good governance, program and financial sustainability and fiduciary obligations. Presently the proposed JOA requires a 2% levy on gross revenue to a CIF for Park Board's use. The proposed agreement acknowledges that for some Centres this contribution may not be possible and introduces a hardship option under which a contribution by a Centre may be waived. As we have heard the focus on gross revenues and the stipulated percentage are arbitrary. In Dunbar's case the proposal as it stands will likely create annual deficits and erode its net assets. Last year Dunbar experienced a net loss of about \$38,000.00. Under the proposed JOA Dunbar would be increasing its Group 1 employee contribution to Park Board by about \$30,000.00 - \$40,000.00. In order to continue its operations and its present level of service Dunbar would need to increase its revenues. The 2% levy creates a probability of a structural deficit. That is not effective financial management and not good governance. To avoid a structural deficit both the Association and the Park Board through its staff need to have a mutual goal of striving for increased community participation in increased programs and service delivery (See comments on Mutual Obligations). Dunbar proposes that instead of a flat rate contribution a progressive contribution to the CIF be implemented. This increases the percentage rate of contribution for successive bands of revenue. Under this system contributions are calculated at a fixed percentage at each level up to a certain threshold whereupon subsequent revenue is charged at the higher percentage up until the next threshold and so on as the revenue progresses through each band. The high volume businesses although paying the same percentage as the low volume businesses in the lower bands increase their percentage rate as their revenue passes each threshold. This is similar to the manner in which Federal income tax rules operate. The size of the revenue bands and the rate for each band are variables that need to be determined in a way that is fair to the Centres, accommodates a wide range of revenue generating capacity and provides predictability as to the amounts levied. By way of examples only, to illustrate the mechanics of a progressive scale, we include the following:

Revenue tranche	Rate for revenue within that tranche
\$0-300K	0%
\$300-600	.5%
\$600-900	1%
\$900K-1.2M	1.5%
\$1.2M+	2%

Amount of Gross revenue excluding grants and other items as defined in the JOA

Rate	\$0 - 200K	\$200K - 400K	\$400K-600K	\$600K-1M	\$1M-1,5M	\$1,5M+
Rate	0%	.5%	1.0%	1.5%	2.0%	2.5%

These are an illustration only because we do not have sufficient data to know the impact on other Associations. The percentage rate is increased on bands of higher revenues because all Associations have basic operating costs that will need to be met. As an Association generates greater revenue the ability to meet those basic operating costs and to contribute should both increase. We believe that this is fairer than a flat tax because it is more equitable to the smaller Associations. A flat tax costs Associations at the low end of a revenue tranche a greater percentage of their revenues than Associations at the higher end of the tranche. A progressive rate on revenue increments gives the revenue in each tranche for each Centre the same rate. The above proposal also provides Parks Board with a financial incentive to help the

Associations increase their community participation and engagement, programs and services, and shifts more of the burden to Associations with greater revenue. An Association Board cannot fulfill its fiduciary and good governance obligations if it is required to agree to an operational model that creates a structural deficit in its operations that would erode its assets and drive it towards reduced programs and services. This is one of five issues that, for the reasons stated, are fundamental to any decision by the Dunbar Community Centre Association and its members to agree to the terms and conditions of the proposed JOA.

[Killarney] 13.5 Community Centre Fund (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.

[Kerrisdale] Delete 13.5 Community Centre Investment Fund and replace with '13.5 Park Board / Community Centre Equity Fund' Delete: The Association will provide an annual contribution to the Community Centre Investment Fund. The purpose of the Community Centre Investment Fund is to facilitate reinvestment in the Community Centre Network to achieve the Public Policy goals of the Park Board and increase equity across the Community Centre Network. The annual contribution for an Association will be equivalent to two percent (2%) of the Association's prior year Facility-Generated Revenue and any revenue generated in respect of Licensed Childcare that is processed outside of the Registration System, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year. In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the Community Centre Investment Fund. Replace with 13.5 Park Board / Community Centre Equity Fund (a) Payments to the Park Board/Community Centre Fund (i) The Association will provide an annual contribution to the Park Board / Community Centre Equity Fund. The Park Board will match the annual contribution provided by the Association to the Park Board / Community Centre Equity Fund. The purpose of the Park Board / Community Centre Equity Fund is to facilitate reinvestment in the Community Centre Network to achieve the Public Policy goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the Equity Fund. In situations where the Association is exempted, in part or totally, from that

year's contribution to the Equity Fund, the Park Board may, at its option, be correspondingly exempted from its obligation to contribute the annual matching funds to the Park Board / Community Centre Equity Fund. (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Equity Fund. (v) The Association and the Park Board may, at their discretion, contribute additional funds to the Equity Fund. (vi) The Association and the Park Board will individually and jointly encourage voluntary contributions by individuals, corporations, and other entities to the Equity Fund.

[Kerrisdale] REPLACE WITH 13.5 Community Centre Fund (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.

[Kensington] Community Centre Fund (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.

[Kerrisdale] 13.5 Community Centre Fund (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10%

applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.

[Thunderbird] 13.5 Community Centre Fund (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.

[Douglas Park] RENAME TO COMMUNITY CENTER FUND. (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the Public Policy goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the Fund. (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.

[Kensington] 13.5 Community Centre Fund (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the (iv) The Association and the Park Board agree

that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund. b) Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network, The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community. 13.6 Insurance The Association, at its sole cost and expense, will ensure all directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available,

[Kerrisdale] Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.

[West Point Grey] Change Section 13.5 title to read "Community Centre Fund" and the title to Section 13.5 (a) to read "Payments to the Community Centre Fund" and the section's content to read as follows: 13.5 Community Centre Fund (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the Public Policy goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the Fund. (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.

[Kitsilano] Rename to Community Centre Fund Replace the terms of 13.5(a) with the sliding scale proposal submitted by the majority of the CCAs We submit this proposal subject to a determination by Canada Revenue Agency as to the legality of such a Fund. We have had indications from them that Park Board may not have the authority to create such a Fund. We will be seeking legal advice on this matter.

[West End] WECCA feel the following sliding scale of contribution to the fund is far more equitable and will raise the capital necessary to sustain the fund each year. In order to be equitable across the system, there should be no opt out for any CCA. WECCA appreciates the financial hardship that some centres may undergo, however we feel that those centres that demonstrate financial need will draw far more than they contribute to the fund. No opt also ensure that as every centre makes a contribution it will ensure CCA's budget accordingly for the fund and maximize revenues; (a) Payments to the Community Centre Fund shall be as follows: (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund. b) Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network, The fund should be administered by a board consisting of 3 representatives of the CCA's and 4 from the VPB.

[Grandview/Trout Lake] 13.5 Community Centre Fund (a) Payments to the Community Centre Fund The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.

[Kerrisdale] (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the

Association may request that the Park Board permit a partial or total exemption from that year's contribution to the (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.
[Hastings] See below. Note all (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund.
[Mount Pleasant] Replace with & rename: 13.5 Community Centre Fund (a) Payments to the Community Centre Fund (i) The Association will provide an annual contribution to the Community Centre Fund. The purpose of the Community Centre Fund is to facilitate reinvestment in the Community Centre Network to achieve the goals of the Park Board and increase equity across the Community Centre Network. (ii) The annual contribution for the Association will be calculated on the following sliding scale formula based on the Association's prior fiscal year Facility-Generated Revenue and revenue from Association-run concession and vending machines, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year: Gross Revenue Payment \$0 to \$500,000 \$ 5,000 \$501,000 to \$750,000 \$ 7,500 \$750,000 to \$1,000,000 \$10,000 \$1,000,001 to \$1,250,000 \$12,500 \$1,250,001 to \$1,500,000 \$15,000 \$1,500,000 + \$20,000* plus the applicable surcharge of 10% applied to any net profit in excess of \$20,000 reported in the audited financial statements. (iii) In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the (iv) The Association and the Park Board agree that the Financial Reserves of the Association will not be utilized to pay the Association's annual contribution obligation to the Fund."

13. FINANCE

13.5 Community Centre Investment Fund (b) Allocation of Community Centre Investment Fund

Purpose (need to clarify use/purpose of fund)
Who is going to provide oversight; CCAs should have input into how fund should be used
No objection to a fund to help other centres
[Strathcona] Given comments made by PB at Sept 24th meeting it needs to be clearly spelled out that \$ will be made available for CCAs that cannot generate sufficient revenue (because of lack of facility space, amenities, demographics etc). typo on first line of last sentence "an" instead of "any"
[Douglas Park] The fund should be allocated by a committee made up of representatives from the park board and the CCAs. They should hold equal joint authority.

<p>[Mount Pleasant] I think that the community centre investment fund is an interesting concept but frankly I do not trust the PB to allocate these funds for the stated purpose. The money will disappear into general revenue and all sorts of expenses will be used to spend this revenue.</p>
<p>[Mount Pleasant] Association funds and budgets should be managed by the association - within their system.</p>
<p>[Killarney] b) Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network, The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.</p>
<p>[Kerrisdale] Rename category to Allocation of Park Board/Community Centre Equity Fund Delete:The Park Board will consider any input provided by the CCAs regarding the use of the Community Centre Investment Fund, but in all instances the Park Board will retain decisionmaking authority. The Park Board will prepare any annual report describing the use and allocation of the Community Centre Investment Fund and related outcomes, and will make the report public. Replace with:The Equity Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (i) Proceeds from the Equity Fund will only be used by Community Centre Associations (CCA's) and the VPB to assist in funding agreed upon system wide (core) programming. Reimbursement from the Equity Fund would be for any loss of income incurred by a CCA as a result of implementation of core programs, training, and the purchase of any equipment that may be required by the VPB and CCA to undertake such programs. (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community. The Outcomes of the Equity Fund will be reviewed and evaluated after two (2) years of operation to determine if it ought to be continue as currently operating and if so, for how long before it will be subject to further review and evaluation of outcomes. The Equity Fund may be wound up at any time if it no longer serves a useful purpose, and the Equity Fund will cease to exist when this Agreement is terminated. Any unspent funds will be returned to the contributors on a pro rata basis.</p>
<p>[Kerrisdale] REPLACE WITH b) Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.</p>
<p>[Kensington] The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its</p>

community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.
[Grandview/Trout Lake] allocation should not be at sole discretion of park board, rather it should be allocated with equal say from park board and association representatives.
[Kerrisdale] The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.
[Thunderbird] b) Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network, The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.
[Douglas Park] The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.
[Kensington] Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network, The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community
[Kerrisdale] The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network, The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.
[West Point Grey] Change title of Section 13.5 (b) to read "Allocation of Community Centre Fund" and the section's content to read as follows: (b) Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network. The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB). Proceeds from the Fund may be used to assist any CCA that experiences financial

hardship in the course of its business of providing services to its community. In addition, CCAs may apply to the Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community. The Park Board will prepare an annual report describing the use and allocation of the Community Centre Fund and related outcomes, and will make the report public.
[Kitsilano] delete the 2nd and 3rd paragraphs and replace with: The Fund is not to be used to finance capital projects or provide supplements funds to the budget of the Vancouver Park Board. Proceeds from the Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to the community. In addition, CCAs may apply to the Fund for assistance in subsidizing programs for patrons who can demonstrate the need in their communities.
[West End] b) Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community. The Equity fund should report out and explain how the funds have been used in the previous year.
[West End] It is imperative to ensure integrity of the fund that the following be adopted as the purpose and use of funds; The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (iv) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.
[Grandview/Trout Lake] Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network {00553786v1} 25 DRAFT 2 - JOA The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.
[Kerrisdale] The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.
[Hastings] See below. note all b) Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in

<p>the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community.</p> <p>[Mount Pleasant] Replace with: b) Allocation of Community Centre Fund The Community Centre Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy goals within the Community Centre Network, The Fund is not to be used to finance capital projects or provide supplemental funds to the budget of the Vancouver Park Board (VPB) (ii) Proceeds from the Equity Fund may be used to assist any CCA that experiences financial hardship in the course of its business of providing services to its community. In addition, CCA's may apply to the Equity Fund for assistance in subsidizing programs for patrons that require such, and, that they can demonstrate is needed in their community."</p>
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13. FINANCE

13.6 Insurance

seeking CCAs to indemnify CoV in employment insurance (up to a certain level); will not address CRA claim; further clarification required;
what risks/exposure is PB indemnifying against;
identify risk for insurance (e.g. suits against CCA by exclusive employees);
Clarify level of insurance expected.
Indemnity should be included for City of Vancouver
Needs to be some evidence CCAs also indemnified; could be referenced in recitals
Questioning need for CCAs to carry employment insurance
Wording is one sided; perhaps phrase more equitably "the parties shall"
Unclear on level of insurance sought; statement too broad
Does not make sense to include a particular number in the agreement
Need clarity around what to insure for
Associations should make "best efforts"
Part of 11.1; 13.6 needs to include reference to indemnify City; however if due to negligence of PB staff, covered by City;
Relates to 11.1 (indemnification); perhaps move closer together
[e-mail input – Sept 23 West End] We must purchase Directors and Officers Liability insurance and Employment Practices Liability Coverage Insurance. The cost may be odious to some CCA's and investigation should be undertaken as to how best limit the costs associated with such a requirement.
[Strathcona] We understand this section is under review by legal counsel and will be amended. Is there supposed to be a distinction between "employer liability" coverage and "Employment Practices Liability coverage". if not, use the defined term only. If so, explain the difference. This section should reference the Indemnity Agreement to provide the full picture of how liability is being managed.
[Mount Pleasant] Association insurance should be managed by the association - within their system.
[Dunbar] 5. Indemnification and insurance are not adequately covered in the proposed JOA Indemnification is discussed in Clause 11.1 and is restricted to negligence by Park board staff doing something wrong on behalf of the Association. The Association is responsible for wrongs by its staff, its volunteers and the contracted instructors. Insurance is addressed in clause 13.6 and only deals with directors and officers liability and employer liability to the extent it is available. The

existing indemnification under the 1979 JOA was executed as amended on Feb 2, 2000 and extends to "any claim, demand or action brought against it or its current or former officers, employees, directors or volunteers in connection with the development or provision of a recreational program...approved in writing by the General Manager...". There is a substantial gap between that indemnification and the proposed terms of the JOA that do not go beyond employer liability and director and officer liability for which insurance is being required. Dunbar carries Directors and Officers liability coverage and commercial general liability coverage. The coverage excludes injury arising from program participation since that is covered by the present indemnity. Coverage for injury arising from activities provided by the Association is not reasonably available to CCAs. In any event the activities are being provided jointly under the terms of the JOA and should be indemnified by the Park Board and City. Number 21 of the "FAQs on the Draft 2 Joint Operating Agreement" as circulated by Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place and that it should be a term of the JOA that the agreement is at an end if the indemnity is not in place. The agreement has to recognize the importance of the indemnification and ensure it's continuation by the Park Board, the City of Vancouver and/or the Province depending upon how the Park Board and City arrange that protection. The Agreement must also deal with what happens if the Park Board, City and/or the Province does not provide adequate coverage or the coverage lapses. All the indemnities should provide they continue to apply after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination. This is one of five issues that, for the reasons stated, are fundamental to any decision by the Dunbar Community Centre Association and its members to agree to the terms and conditions of the proposed JOA.

[Killarney] 13.6 Insurance The Association, at its sole cost and expense, will ensure all directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available, and shall provide proof to the City or Park Board upon request. The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.

[Kerrisdale] Add at end: The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.

[Kerrisdale] REPLACE WITH The Association, at its sole cost and expense, will ensure all directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available, and shall provide proof to the City or Park Board upon request. The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will

provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.

[Kensington] The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.

[Kerrisdale] The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.

[Thunderbird] 13.6 Insurance The Association, at its sole cost and expense, will ensure all directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available, and shall provide proof to the City or Park Board upon request. The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.

[Douglas Park] The Association, at its sole cost and expense, will ensure all directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available, and shall provide proof to the City or Park Board upon request. The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver

will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.
[Kensington] 13.6 Insurance The Association, at its sole cost and expense, will ensure all directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available, and shall provide proof to the City or Park Board upon request. The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.
[Kerrisdale] The Association, at its sole cost and expense, will ensure all directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available, and shall provide proof to the City or Park Board upon request. The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.
[West Point Grey] Change Section 13.6 to include the following phrase at the end of the last paragraph: "The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000." so it reads as follows: The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.
[Kitsilano] Add the following to the 2nd paragraph: The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.
[Grandview/Trout Lake] 13.6 Insurance The Association, at its sole cost and expense, will ensure all directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available, and shall provide proof to the City or Park Board upon request. The Association agrees to obtain, maintain and pay for, for the entire duration of the Term,

<p>Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.</p>
<p>[Kerrisdale] The Association, at its sole cost and expense, will ensure all directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available, and shall provide proof to the City or Park Board upon request. The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.</p>
<p>[Hastings] See below. note last paragraph. The Association, at its sole cost and expense, will ensure all directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available, and shall provide proof to the City or Park Board upon request. The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure the coverage meets the amended requirements, as applicable. The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000.</p>
<p>[Mount Pleasant] Add to last paragraph: "The Park Board and City of Vancouver will continue to provide indemnification for claims for damages arising from activities provided by the Association as described in the existing Indemnity Agreement dated February 2000."</p>

13. FINANCE

13.7 Miscellaneous Operations

Parking revenue should be shared with both parties now & in future.
Pay parking is an issue for some centres; creates barriers
Needs to be a concession if programmable space taken away
CCAs should see revenue sharing for any new commercial operations
Contribute some parking revenue to CIF

<p>[Killarney] 13.7 Miscellaneous Operations Subject to any written agreement between the parties, any and all parking revenue collected at the Jointly Operated Facilities or at the Entire Facility shall be for the sole benefit of the Park Board. The revenue from any new commercial operation or concession at the Jointly Operated Facilities shall be allocated to the Park Board; however, the Park Board will discuss the new arrangement with the Association to consider a different allocation of revenue on a case by case basis. The revenue allocation for all commercial operations and concessions existing as of the Effective Date shall be in accordance with the current practices detailed in Appendix C.</p>
<p>[Grandview/Trout Lake] " the Park Board will discuss the new arrangement with the Association" discuss or negotiate?</p>
<p>[Thunderbird] 13.7 Miscellaneous Operations Subject to any written agreement between the parties, any and all parking revenue collected at the Jointly Operated Facilities or at the Entire Facility shall be for the sole benefit of the Park Board. The revenue from any new commercial operation or concession at the Jointly Operated Facilities shall be allocated to the Park Board; however, the Park Board will discuss the new arrangement with the Association to consider a different allocation of revenue on a case by case basis. The revenue allocation for all commercial operations and concessions existing as of the Effective Date shall be in accordance with the current practices detailed in Appendix C.</p>
<p>[Douglas Park] Subject to any written agreement between the parties, any and all parking revenue collected at the Jointly Operated Facilities or at the Entire Facility shall be for the sole benefit of the Park Board. The revenue from any new commercial operation or concession at the Jointly Operated Facilities shall be allocated to the Park Board; however, the Park Board will discuss the new arrangement with the Association to consider a different allocation of revenue on a case by case basis. The revenue allocation for all commercial operations and concessions existing as of the Effective Date shall be in accordance with the current practices detailed in Appendix C.</p>
<p>[Kerrisdale] Subject to any written agreement between the parties, any and all parking revenue collected at the Jointly Operated Facilities or at the Entire Facility shall be for the sole benefit of the Park Board. The revenue from any new commercial operation or concession at the Jointly Operated Facilities shall be allocated to the Park Board; however, the Park Board will discuss the new arrangement with the Association to consider a different allocation of revenue on a case by case basis. The revenue allocation for all commercial operations and concessions existing as of the Effective Date shall be in accordance with the current practices detailed in Appendix C.</p>
<p>[Grandview/Trout Lake] 13.7 Miscellaneous Operations Subject to any written agreement between the parties, any and all parking revenue collected at the Jointly Operated Facilities or at the Entire Facility shall be for the sole benefit of the Park Board. The revenue from any new commercial operation or concession at the Jointly Operated Facilities shall be allocated to the Park Board; however, the Park Board will discuss the new arrangement with the Association to consider a different allocation of revenue on a case by case basis. The revenue allocation for all commercial operations and concessions existing as of the Effective Date shall be in accordance with the current practices detailed in Appendix C. 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending</p>

Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract.

14.1 (c) The Association is permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) is for the benefit of the Association.

[Hastings] See below: Subject to any written agreement between the parties, any and all parking revenue collected at the Jointly Operated Facilities or at the Entire Facility shall be for the sole benefit of the Park Board. The revenue from any new commercial operation or concession at the Jointly Operated Facilities shall be allocated to the Park Board; however, the Park Board will discuss the new arrangement with the Association to consider a different allocation of revenue on a case by case basis. The revenue allocation for all commercial operations and concessions existing as of the Effective Date shall be in accordance with the current practices detailed in Appendix C.

[Mount Pleasant] Add to this: "The Park Board & City recognize that excessive parking fees may be a detriment to patrons and will consult with the Community Centre Associations about the impact of parking fees on the ability of patrons to take programs, causing them to either scale back in their activities at the community centre or divert their activities elsewhere".

14. COMMUNICATIONS AND PLANNING

14.1 Communications Between Parties

[Mount Pleasant] Should be done jointly, in cooperation.

[Killarney] 14.1 Communications between Parties All communications between the parties shall be respectful and constructive and will be in line with the parties' acknowledgement and respect of their distinct roles and shared objectives. The Park Board and Association shall maintain regular communications regarding the operation of the Jointly Operated Facilities, provision of Programming and the roles and responsibilities of each party under this Agreement, including through regular meetings between Park Board staff and the Association. In addition to regular meetings, the parties will participate in the System-wide Planning Sessions described below. The Park Board will advise the Association in a reasonable timeframe, no less than six (6) months, of any plans, including building repair or maintenance projects, which may impact the use of or access to the Jointly Operated Facilities. Except in the case of an emergency, the Park Board will provide reasonable advance notice in writing to the Association when such a disruption is likely. The Park Board agrees to use reasonable efforts to minimize the adverse effects of any such plans. 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract upon the expiration of any existing vending

contract that Association may have. 14.1 (c) The Association is permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) is for the benefit of the Association.

[Kerrisdale] Delete: 'with parties acknowledgement and add 'with the parties' acknowledgement' Add: ..a reasonable timeframe , no less than 6 months. Add:14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract. 14.1 (c) The Association is also permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) is for the benefit of the Association. Delete: Any vending machines located outside the Jointly Operated Facilities are solely controlled by the Park Board and revenue is for the benefit of the Park Board."

[Kerrisdale] REPLACE WITH All communications between the parties shall be respectful and constructive and will be in line with the parties' acknowledgement and respect of their distinct roles and shared objectives. The Park Board and Association shall maintain regular communications regarding the operation of the Jointly Operated Facilities, provision of Programming and the roles and responsibilities of each party under this Agreement, including through regular meetings between Park Board staff and the Association. In addition to regular meetings, the parties will participate in the System-wide Planning Sessions described below. The Park Board will advise the Association in a reasonable timeframe, no less than six (6) months, of any plans, including building repair or maintenance projects, which may impact the use of or access to the Jointly Operated Facilities. Except in the case of an emergency, the Park Board will provide reasonable advance notice in writing to the Association when such a disruption is likely. The Park Board agrees to use reasonable efforts to minimize the adverse effects of any such plans. 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract upon the expiration of any existing vending

contract that Association may have. 14.1 (c) The Association is also permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) is for the benefit of the Association.

[Kensington] All communications between the parties shall be respectful and constructive and will be in line with the parties' acknowledgement and respect of their distinct roles and shared objectives. The Park Board and Association shall maintain regular communications regarding the operation of the Jointly Operated Facilities, provision of Programming and the roles and responsibilities of each party under this Agreement, including through regular meetings between Park Board staff and the Association. In addition to regular meetings, the parties will participate in the System-wide Planning Sessions described below. The Park Board will advise the Association in a reasonable timeframe, no less than six (6) months, of any plans, including building repair or maintenance projects, which may impact the use of or access to the Jointly Operated Facilities. Except in the case of an emergency, the Park Board will provide reasonable advance notice in writing to the Association when such a disruption is likely. The Park Board agrees to use reasonable efforts to minimize the adverse effects of any such plans. 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract upon the expiration of any existing vending contract that Association may have. 14.1 (c) The Association is permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) is for the benefit of the Association.

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[Thunderbird] 14. COMMUNICATIONS AND PLANNING 14.1 Communications between Parties All communications between the parties shall be respectful and constructive and will be in line with the parties' acknowledgement and respect of their distinct roles and shared objectives. The Park Board and Association shall maintain regular communications regarding the operation of the Jointly Operated Facilities, provision of Programming and the roles and responsibilities of each party under this Agreement, including through regular meetings between Park Board staff and the Association. In addition to regular meetings, the parties will participate in the System-wide Planning Sessions described below. The Park Board will advise the Association in a reasonable timeframe, no less than six (6) months, of any plans, including building repair or maintenance projects, which may impact the use of or access to the Jointly Operated Facilities. Except in the case of an emergency, the Park Board will provide reasonable advance notice in writing to the Association when such a disruption is likely. The Park Board agrees to use reasonable efforts to minimize the adverse effects of any such plans. 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract upon the expiration of any existing vending contract that Association may have. 14.1 (c) The Association is permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) is for the benefit of the Association.

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[Kerrisdale] All communications between the parties shall be respectful and constructive and will be in line with the parties' acknowledgement and respect of their distinct roles and shared objectives. The Park Board and Association shall maintain regular communications regarding the operation of the Jointly Operated Facilities, provision of Programming and the roles and responsibilities of each party under this Agreement, including through regular meetings between Park Board staff and the Association. In addition to regular meetings, the parties will participate in the System-wide Planning Sessions described below. The Park Board will advise the Association in a reasonable timeframe, no less than six (6) months, of any plans, including building repair or maintenance projects, which may impact the use of or access to the Jointly Operated Facilities. Except in the case of an emergency, the Park Board will provide reasonable advance notice in writing to the Association when such a disruption is likely. The Park Board agrees to use reasonable efforts to minimize the adverse effects of any such plans. 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract upon the expiration of any existing vending contract that Association may have. 14.1 (c) The Association is permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) is for the benefit of the Association.

[West Point Grey] 1. Change 14.1 at paragraph 3, after the phrase "a reasonable timeframe" insert the phrase " no less than six (6) months" ; 2. Change 14.1 (b) by adding at the end of the paragraph, the following: "upon expiration of any existing vending contract that the Association may have."; 3. Change 14.1 (c) by deleting the last sentence; So the full content will read as follows: All communications between the parties shall be respectful and constructive and will be in line with the parties' acknowledgement and respect of their distinct roles and shared objectives. The Park Board and Association shall maintain regular communications regarding the operation of the Jointly Operated Facilities, provision of Programming and the roles and responsibilities of each party under this Agreement, including through regular meetings between Park Board staff and the Association. In addition to regular meetings, the parties will participate in the System-wide Planning Sessions described below. The Park Board will advise the Association in a reasonable timeframe, no less than six (6) months, of any plans, including building repair or maintenance projects, which may impact the use of or access to the Jointly Operated Facilities. Except in the

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[Kitsilano] 3rd paragraph to read: ".....in a reasonable timeframe, no less than six (6) months,....." delete the last sentence from 14.1(c)

[West End] Vending Machine Contracts: 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract upon the expiration of any existing vending contract that Association may have. 14.1 (c) The Association is permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) is for the benefit of the Association.

[West End] This should be in a separate section but we propose the following to reflect activities of the CCA's and affiliated groups; 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the

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[Grandview/Trout Lake] 14.1 Communications between Parties All communications between the parties shall be respectful and constructive and will {00553786v1} 26 DRAFT 2 - JOA be in line with the parties' acknowledgement and respect of their distinct roles and shared objectives. The Park Board and Association shall maintain regular communications regarding the operation of the Jointly Operated Facilities, provision of Programming and the roles and responsibilities of each party under this Agreement, including through regular meetings between Park Board staff and the Association. In addition to regular meetings, the parties will participate in the System-wide Planning Sessions described below. The Park Board will advise the Association in a reasonable timeframe, no less than six (6) months, of any plans, including building repair or maintenance projects, which may impact the use of or access to the Jointly Operated Facilities. Except in the case of an emergency, the Park Board will provide reasonable advance notice in writing to the Association when such a disruption is likely. The Park Board agrees to use reasonable efforts to minimize the adverse effects of any such plans

[Kerrisdale] All communications between the parties shall be respectful and constructive and will be in line with the parties' acknowledgement and respect of their distinct roles and shared objectives. The Park Board and Association shall maintain regular communications regarding the operation of the Jointly Operated Facilities, provision of Programming and the roles and responsibilities of each party under this Agreement, including through regular meetings between Park Board staff and the Association. In addition to regular meetings, the parties will participate in the System-wide Planning Sessions described below. The Park Board will advise the Association in a reasonable timeframe, no less than six (6) months, of any plans, including building repair or maintenance projects, which may impact the use of or access to the Jointly Operated Facilities. Except in the case of an emergency, the Park Board will provide reasonable advance notice in writing to the Association when such a disruption is likely. The Park Board agrees to use reasonable efforts to minimize the adverse effects of any such plans. 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract upon the expiration of any existing vending contract that Association may have. 14.1 (c) The Association is permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the Jointly Operated Facilities that are under

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[Hastings] See below note all: All communications between the parties shall be respectful and constructive and will be in line with the parties' acknowledgement and respect of their distinct roles and shared objectives. The Park Board and Association shall maintain regular communications regarding the operation of the Jointly Operated Facilities, provision of Programming and the roles and responsibilities of each party under this Agreement, including through regular meetings between Park Board staff and the Association. In addition to regular meetings, the parties will participate in the System-wide Planning Sessions described below. The Park Board will advise the Association in a reasonable timeframe, no less than six (6) months, of any plans, including building repair or maintenance projects, which may impact the use of or access to the Jointly Operated Facilities. Except in the case of an emergency, the Park Board will provide reasonable advance notice in writing to the Association when such a disruption is likely. The Park Board agrees to use reasonable efforts to minimize the adverse effects of any such plans. 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract upon the expiration of any existing vending contract that Association may have. 14.1 (c) The Association is permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) is for the benefit of the Association.

[Mount Pleasant] Add after "reasonable time frame" in last paragraph: "no less than six (6) months" Add new sections 14.1 (b) and (c) as follows: 14.1 (b) "The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board will be shared by the Association and the Park Board at a percentage split to be agreed upon by the Park Board and the Association. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association, and the Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract upon the expiration of any existing vending contract that Association may have. 14.1 (c) The Association is permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any Vending Contract. Revenue from any vending machines in the

Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) is for the benefit of the Association.

14. COMMUNICATIONS AND PLANNING

14.2 System-wide Planning and Communication Sessions

[Mount Pleasant] Should be done jointly, in cooperation.

[Killarney] 14.2 System-wide Planning and Communication Sessions To facilitate system-wide planning, communication and outcomes measurement across the Community Centre Network the Park Board and representation from all CCAs will meet a minimum of twice annually (each, a "System-wide Planning Session"). The System-wide Planning Sessions will be scheduled by the Park Board and the Park Board will use reasonable efforts to select dates that work for the greatest number of CCA representatives. The Park Board will give a minimum of 30 days' notice of a date that is selected for a planning session. If a director of a CCA is not able to attend, they will select a suitable delegate to attend the applicable System-wide Planning Session. The System-wide Planning Sessions will be used to review or develop proposed Park Board policies that affect the Community Centre Network, share research and demographic information conducted by any of the parties that is relevant to the Community Centre Network, review or conduct capital planning, hold governance training sessions, and address any other topics that are of interest to the CCAs or the Park Board. Topics for discussion may be proposed by the Park Board or any of the CCAs. The System-wide Planning Sessions will be focused on topics that are applicable system-wide to the Community Centre Network. Issues that are specific to a particular facility (e.g., facility maintenance and upgrades, marketing and communication plans, and staff training) are not appropriate for discussion at the System-wide Planning Sessions and will be addressed locally with the Recreation Supervisor and individual Association, as is currently the practice. The System-wide Planning Sessions are not intended to replace Park Board participation in other regular meetings with the Association. System-wide Planning Sessions may be held more than twice annually if agreed to by the Park Board and the majority of the CCAs.

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[Kerrisdale] To facilitate system-wide planning, communication and outcomes measurement across the Community Centre Network the Park Board and representation from all CCAs will meet a minimum of twice annually (each, a "System-wide Planning Session"). The System-wide Planning Sessions will be scheduled by the Park Board and the Park Board will use reasonable efforts to select dates that work for the greatest number of CCA representatives. The Park Board will give a minimum of 30 days' notice of a date that is selected for a planning session. If a director of a CCA is not able to attend, they will select a suitable delegate to attend the applicable System-wide Planning Session. The System-wide Planning Sessions will be used to review or develop proposed Park Board policies that affect the Community Centre Network, share research and demographic information conducted by any of the parties that is relevant to the Community Centre Network, review or conduct capital planning, hold governance training sessions, and address any other topics that are of interest to the CCAs or the Park Board. Topics for discussion may be proposed by the Park Board or any of the CCAs. The System-wide Planning Sessions will be focused on topics that are applicable system-wide to the Community Centre Network. Issues that are specific to a particular facility (e.g., facility maintenance and upgrades, marketing and communication plans, and staff training) are not appropriate for discussion at the System-wide Planning Sessions and will be addressed locally with the Recreation Supervisor and individual Association, as is currently the practice. The System-wide Planning Sessions are not intended to replace Park Board participation in other regular meetings with the Association. System-wide Planning Sessions may be held more than twice annually if agreed to by the Park Board and the majority of the CCAs.

[Grandview/Trout Lake] 14.2 System-wide Planning and Communication Sessions To facilitate system-wide planning, communication and outcomes measurement across the Community Centre Network the Park Board and representation from all CCAs will meet a minimum of twice annually (each, a "System-wide Planning Session"). The System-wide Planning Sessions will be scheduled by the Park Board and the Park Board will use reasonable efforts to select dates that work for the greatest number of CCA representatives. The Park Board will give a minimum of 30 days' notice of

a date that is selected for a planning session. If a director of a CCA is {00553786v1} 27 DRAFT 2 - JOA not able to attend, they will select a suitable delegate to attend the applicable System-wide Planning Session. The System-wide Planning Sessions will be used to review or develop proposed Park Board policies that affect the Community Centre Network, share research and demographic information conducted by any of the parties that is relevant to the Community Centre Network, review or conduct capital planning, hold governance training sessions, and address any other topics that are of interest to the CCAs or the Park Board. Topics for discussion may be proposed by the Park Board or any of the CCAs. The System-wide Planning Sessions will be focused on topics that are applicable system-wide to the Community Centre Network. Issues that are specific to a particular facility (e.g., facility maintenance and upgrades, marketing and communication plans, and staff training) are not appropriate for discussion at the System-wide Planning Sessions and will be addressed locally with the Recreation Supervisor and individual Association, as is currently the practice. The System-wide Planning Sessions are not intended to replace Park Board participation in other regular meetings with the Association. System-wide Planning Sessions may be held more than twice annually if agreed to by the Park Board and the majority of the CCAs.

[Hastings] See below: To facilitate system-wide planning, communication and outcomes measurement across the Community Centre Network the Park Board and representation from all CCAs will meet a minimum of twice annually (each, a "System-wide Planning Session"). The System-wide Planning Sessions will be scheduled by the Park Board and the Park Board will use reasonable efforts to select dates that work for the greatest number of CCA representatives. The Park Board will give a minimum of 30 days' notice of a date that is selected for a planning session. If a director of a CCA is not able to attend, they will select a suitable delegate to attend the applicable System-wide Planning Session. The System-wide Planning Sessions will be used to review or develop proposed Park Board policies that affect the Community Centre Network, share research and demographic information conducted by any of the parties that is relevant to the Community Centre Network, review or conduct capital planning, hold governance training sessions, and address any other topics that are of interest to the CCAs or the Park Board. Topics for discussion may be proposed by the Park Board or any of the CCAs. The System-wide Planning Sessions will be focused on topics that are applicable system-wide to the Community Centre Network. Issues that are specific to a particular facility (e.g., facility maintenance and upgrades, marketing and communication plans, and staff training) are not appropriate for discussion at the System-wide Planning Sessions and will be addressed locally with the Recreation Supervisor and individual Association, as is currently the practice. The System-wide Planning Sessions are not intended to replace Park Board participation in other regular meetings with the Association. System-wide Planning Sessions may be held more than twice annually if agreed to by the Park Board and the majority of the CCAs.

15. INFORMATION AND BUSINESS SYSTEMS, TECHNOLOGY & TELECOMMUNICATIONS

15.1 Registration System

[e-mail letter – Oct 4 Sunset] Use of the Activenet system would dramatically increase the payment card fees that SCA currently pays and also introduce a fee to all our cash transactions. For us to accept this we would need a cost recovery mechanism to remain neutral to what we currently pay. From a cash flow basis, we would insist on a weekly reconciliation and payment. We would also require language setting out exactly how payment disputes would be resolved within days, not months. Finally, we have significant concerns regarding whether having a third party handle our transactions is even consistent with the societies act, or audit protocols.

[Strathcona] Include the following provision: "All personal information collected by the Association using the Registration System remains in the custody and control of the Association. The Park Board and City assert no ownership of the personal information. All collection, use, disclosure and storage of personal information collected by the Association using the Registration System will comply with this Agreement and all Applicable Laws, including but not limited to prevailing privacy laws in British Columbia."

[Mount Pleasant] Cost of activnet should not be passed down onto the association -- with an arbitrary fee.

[Killarney] 15.1 Registration System The Association acknowledges and agrees that a common recreation and registration management system which is designated, owned and operated by the City/Park Board will be exclusively used for all administrative functions at the Jointly Operated Facilities administration and that no other system may be used for those functions. Administrative functions include processing, record and storing all Programming, registration and rental information, preparation of instructor contracts, to process and recording all payments for Facility-Generated Revenue, customer account inquiries and front desk and customer service. Payment in all forms will be processed through the Registration System. The Registration System may also be used to process donations, Association memberships and/or grants at the election of the Association. The Registration System will be used to generate reports that detail all funds received, payment information, registration statistics, and provide information for measuring program performance. The reports will be generated on a schedule agreed to by the parties and will be made available to both the Association and the Park Board. The Association will also have free and unfettered access to all information from the Registration System relating to Association programs/services and membership. The Park Board will conduct regular reviews of the Registration System for accuracy. As required, the Park Board will meet with the Association to resolve non-technical issues regarding the Registration System and will provide or seek technical support as required. At the election of the Association, the Park Board will work with the Association to develop and implement a new process to secure rental and damage deposits so that deposits may be secured with a credit card or cheque on file and not be processed through the Registration System such that transaction fees are avoided for refundable deposits. The Registration System in use as of the Effective Date is "ActiveNet", recreation management software provided by Active Network Ltd. ("ActiveNet"). The Park Board and the CCAs have agreed to more specific details regarding the use of ActiveNet, which are detailed in Appendix D to this Agreement.

[Kerrisdale] Add: The Association will also have free and unfettered access to other all information . Delete" other in PB version

[Kerrisdale] REPLACE WITH The Association acknowledges and agrees that a common recreation and registration management system which is designated, owned and operated by the City/Park Board will be exclusively used for all administrative functions at the Jointly Operated Facilities administration and that no other system may be used for those functions. Administrative functions include processing, record and storing all Programming, registration and rental information, preparation of instructor contracts, to process and recording all payments for Facility-Generated Revenue, customer account inquiries and front desk and customer service. Payment in all forms will be processed through the Registration System. The Registration System may also be used to process donations, Association memberships and/or grants at the election of the Association. The Registration System will be used to generate reports that detail all funds received, payment information, registration statistics, and provide information for measuring program performance. The reports will be generated on a schedule agreed to by the parties and will be made available to both the Association and the Park Board. The Association will also have free and unfettered access to all information from the Registration System relating to Association programs/services and

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[Kensington] The Registration System will be used to generate reports that detail all funds received, payment information, registration statistics, and provide information for measuring program performance. The reports will be generated on a schedule agreed to by the parties and will be made available to both the Association and the Park Board. The Association will also have free and unfettered access to all information from the Registration System relating to Association programs/services and membership. The Park Board will conduct regular reviews of the Registration System for accuracy.

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[Thunderbird] 15. INFORMATION AND BUSINESS SYSTEMS, TECHNOLOGY & TELECOMMUNICATIONS 15.1 Registration System The Association acknowledges and agrees that a common recreation and registration management system which is designated, owned and operated by the City/Park Board will be exclusively used for all administrative functions at the Jointly Operated Facilities administration and that no other system may be used for those functions. Administrative functions include processing, record and storing all Programming, registration and rental information, preparation of instructor contracts, to process and recording all payments for Facility-Generated Revenue, customer account inquiries and front desk and customer service. Payment in all forms will be processed through the Registration System. The Registration System may also be used to process donations, Association memberships and/or grants at the election of the Association. The Registration System will be used to generate reports that detail all funds received, payment information, registration statistics, and provide information for measuring program performance. The reports will be generated on a schedule agreed to by the parties and will be made available to both the Association and the Park Board. The Association will also have free and unfettered access to all information from the Registration System relating to Association programs/services and membership. The Park Board will conduct regular reviews of the Registration System for accuracy. As required, the Park Board will meet with the Association to resolve non-technical issues regarding the Registration System and will provide or seek technical support as required. At the election of the Association, the Park Board will work with the Association to develop and implement a new process to secure rental and damage deposits so that deposits may be secured with a credit card or cheque on file and not be processed through the Registration System such that transaction fees are avoided for refundable deposits. The Registration System in use as of the Effective Date is "ActiveNet", recreation management software

provided by Active Network Ltd. ("ActiveNet"). The Park Board and the CCAs have agreed to more specific details regarding the use of ActiveNet, which are detailed in Appendix D to this Agreement.

[Douglas Park] The Association acknowledges and agrees that a common recreation and registration management system which is designated, owned and operated by the City/Park Board will be exclusively used for all administrative functions at the Jointly Operated Facilities administration and that no other system may be used for those functions. Administrative functions include processing, record and storing all Programming, registration and rental information, preparation of instructor contracts, to process and recording all payments for Facility-Generated Revenue, customer account inquiries and front desk and customer service. Payment in all forms will be processed through the Registration System. The Registration System may also be used to process donations, Association memberships and/or grants at the election of the Association. The Registration System will be used to generate reports that detail all funds received, payment information, registration statistics, and provide information for measuring program performance. The reports will be generated on a schedule agreed to by the parties and will be made available to both the Association and the Park Board. The Association will also have free and unfettered access to all information from the Registration System relating to Association programs/services and membership. The Park Board will conduct regular reviews of the Registration System for accuracy. As required, the Park Board will meet with the Association to resolve non-technical issues regarding the Registration System and will provide or seek technical support as required. At the election of the Association, the Park Board will work with the Association to develop and implement a new process to secure rental and damage deposits so that deposits may be secured with a credit card or cheque on file and not be processed through the Registration System such that transaction fees are avoided for refundable deposits. The Registration System in use as of the Effective Date is "ActiveNet", a recreation management software provided by by Active Network Ltd. ("ActiveNet"). The Park Board and the CCAs have agreed to more specific details regarding the use of ActiveNet, which are detailed in Appendix D to this Agreement.

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[West Point Grey] Change paragraph 2 of Section 15.1 to read as follows: The Registration System will be used to generate reports that detail all funds received, payment information, registration statistics, and provide information for measuring program performance. The reports will be generated on a schedule agreed to by the parties and will be made available to both the Association and the Park Board. The Association will also have free and unfettered access to all information from the Registration System relating to Association programs/services and membership. The Park Board will conduct regular reviews of the Registration System for accuracy.

[Grandview/Trout Lake] 15.1 Registration System The Association acknowledges and agrees that a common recreation and registration management system which is designated, owned and operated by the City/Park Board will be exclusively used for all administrative functions at the Jointly Operated Facilities administration and that no other system may be used for those functions. Administrative functions include processing, record and storing all Programming, registration and rental information, preparation of instructor contracts, to process and recording all payments for Facility-Generated Revenue, customer account inquiries and front desk and customer service. Payment in all forms will be processed through the Registration System. The Registration System may also be used to process donations, Association memberships and/or grants at the election of the Association. The Registration System will be used to generate reports that detail all funds received, payment information, registration statistics, and provide information for measuring program performance. The reports will be generated on a schedule agreed to by the parties and will be made available to both the Association and the Park Board. The Association will also have free and unfettered access to all information from the Registration System relating to Association programs/services and membership. The Park Board will conduct regular reviews of the Registration System for accuracy. {00553786v1} 28 DRAFT 2 - JOA As required, the Park Board will meet with the Association to resolve non-technical issues regarding the Registration System and will provide or seek technical support as required. At the election of the Association, the Park Board will work with the Association to develop and implement a new process to secure rental and damage deposits so that deposits may be secured with a credit card or cheque on file and not be processed through the Registration System such that transaction fees are avoided for refundable deposits. The Registration System in use as of the Effective Date is "ActiveNet", recreation management software provided by Active Network Ltd. ("ActiveNet"). The Park Board

and the CCAs have agreed to more specific details regarding the use of ActiveNet, which are detailed in Appendix D to this Agreement.

[Hastings] See below note paragraph 2 The Association acknowledges and agrees that a common recreation and registration management system which is designated, owned and operated by the City/Park Board will be exclusively used for all administrative functions at the Jointly Operated Facilities administration and that no other system may be used for those functions. Administrative functions include processing, record and storing all Programming, registration and rental information, preparation of instructor contracts, to process and recording all payments for Facility-Generated Revenue, customer account inquiries and front desk and customer service. Payment in all forms will be processed through the Registration System. The Registration System may also be used to process donations, Association memberships and/or grants at the election of the Association. The Registration System will be used to generate reports that detail all funds received, payment information, registration statistics, and provide information for measuring program performance. The reports will be generated on a schedule agreed to by the parties and will be made available to both the Association and the Park Board. The Association will also have free and unfettered access to all information from the Registration System relating to Association programs/services and membership. The Park Board will conduct regular reviews of the Registration System for accuracy. As required, the Park Board will meet with the Association to resolve non-technical issues regarding the Registration System and will provide or seek technical support as required. At the election of the Association, the Park Board will work with the Association to develop and implement a new process to secure rental and damage deposits so that deposits may be secured with a credit card or cheque on file and not be processed through the Registration System such that transaction fees are avoided for refundable deposits. The Registration System in use as of the Effective Date is "ActiveNet", recreation management software provided by Active Network Ltd. ("ActiveNet"). The Park Board and the CCAs have agreed to more specific details regarding the use of ActiveNet, which are detailed in Appendix D to this Agreement.

[Mount Pleasant] IN second paragraph, second-last sentence, replace with ". The Association will also have free and unfettered access to all information from the Registration System relating to Association programs/services and membership."

15. INFORMATION AND BUSINESS SYSTEMS, TECHNOLOGY & TELECOMMUNICATIONS

15.2 Ownership of Systems

[e-mail input – Sept 23 West End] CCA's should have the ability to choose and/or purchase hardware and telecommunications equipment that best suits their needs.

[Killarney] 15.2 Ownership of Systems All information technology software, business systems, hardware, data, wireless hardware and software, and telecommunications equipment installed or utilized in the Jointly Operated Facilities with connection to City networks will be owned, supplied, managed, maintained and repaired by the City on behalf of the Park Board. If the Association wishes to install any Association-owned software or information technology on City or Park Board computers, it must first obtain the approval of the Park Board. The Association may purchase its own computer equipment, provided that the Association equipment may not be connected to the City or Park Board networks or used for any business function associated with the Jointly Operated Facilities, and all uses must comply with the terms of this Agreement. The Association will be responsible for all maintenance, repair and replacement of its own equipment.

[Thunderbird] 15.2 Ownership of Systems All information technology software, business systems, hardware, data, wireless hardware and software, and telecommunications equipment installed or

utilized in the Jointly Operated Facilities with connection to City networks will be owned, supplied, managed, maintained and repaired by the City on behalf of the Park Board. If the Association wishes to install any Association-owned software or information technology on City or Park Board computers, it must first obtain the approval of the Park Board. The Association may purchase its own computer equipment, provided that the Association equipment may not be connected to the City or Park Board networks or used for any business function associated with the Jointly Operated Facilities, and all uses must comply with the terms of this Agreement. The Association will be responsible for all maintenance, repair and replacement of its own equipment.

[Douglas Park] All information technology software, business systems, hardware, data, wireless hardware and software, and telecommunications equipment installed or utilized in the Jointly Operated Facilities with connection to City networks will be owned, supplied, managed, maintained and repaired by the City on behalf of the Park Board. If the Association wishes to install any Association-owned software or information technology on City or Park Board computers, it must first obtain the approval of the Park Board. The Association may purchase its own computer equipment, provided that the Association equipment may not be connected to the City or Park Board networks or used for any business function associated with the Jointly Operated Facilities, and all uses must comply with the terms of this Agreement. The Association will be responsible for all maintenance, repair and replacement of its own equipment.

[Kerrisdale] All information technology software, business systems, hardware, data, wireless hardware and software, and telecommunications equipment installed or utilized in the Jointly Operated Facilities with connection to City networks will be owned, supplied, managed, maintained and repaired by the City on behalf of the Park Board. If the Association wishes to install any Association-owned software or information technology on City or Park Board computers, it must first obtain the approval of the Park Board. The Association may purchase its own computer equipment, provided that the Association equipment may not be connected to the City or Park Board networks or used for any business function associated with the Jointly Operated Facilities, and all uses must comply with the terms of this Agreement. The Association will be responsible for all maintenance, repair and replacement of its own equipment.

[Grandview/Trout Lake] 15.2 Ownership of Systems All information technology software, business systems, hardware, data, wireless hardware and software, and telecommunications equipment installed or utilized in the Jointly Operated Facilities with connection to City networks will be owned, supplied, managed, maintained and repaired by the City on behalf of the Park Board. If the Association wishes to install any Association-owned software or information technology on City or Park Board computers, it must first obtain the approval of the Park Board. The Association may purchase its own computer equipment, provided that the Association equipment may not be connected to the City or Park Board networks or used for any business function associated with the Jointly Operated Facilities, and all uses must comply with the terms of this Agreement. The Association will be responsible for all maintenance, repair and replacement of its own equipment.

[Hastings] See below All information technology software, business systems, hardware, data, wireless hardware and software, and telecommunications equipment installed or utilized in the Jointly Operated Facilities with connection to City networks will be owned, supplied, managed, maintained and repaired by the City on behalf of the Park Board. If the Association wishes to install any Association-owned software or information technology on City or Park Board computers, it must first obtain the approval of the Park Board. The Association may purchase its own computer equipment, provided that the Association equipment may not be connected to the City or Park Board networks or used for any business function associated with the Jointly Operated Facilities, and all uses must comply with the terms of this Agreement. The Association will be responsible for all maintenance, repair and replacement of its own equipment.

15. INFORMATION AND BUSINESS SYSTEMS, TECHNOLOGY & TELECOMMUNICATIONS

15.3 Security Systems

[Killarney] 15.3 Security Systems All surveillance systems, security systems and security monitoring shall be the sole responsibility of the Park Board. The Association may not install any surveillance
[Thunderbird] 15.3 Security Systems All surveillance systems, security systems and security monitoring shall be the sole responsibility of the Park Board. The Association may not install any surveillance, security or monitoring systems or technology in the Jointly Operated Facilities.
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15. INFORMATION AND BUSINESS SYSTEMS, TECHNOLOGY & TELECOMMUNICATIONS

15.4 Use of Business Systems and Information Technology

[e-mail input – Sept 23 West End] WECCA believes that wording must be improved to ensure security and ownership of any and all Society business and information.
[Killarney] 15.4 Use of Business Systems and Information Technology The Associations' use of the City/Park Board equipment referenced above, shall be subject to the following conditions: (a) Security: Usage of all information technology assets will be in accordance with City information technology security policies and standards; (b) PCI: All information technology software, hardware and infrastructure will be maintained in compliance with the current Payment Card Industry (PCI) standards; (c) Access Rights: Network and software access will be granted in accordance with City information technology identify management, network access, and applications access policies and standards; and (d) Hardware: Usage of information technology hardware will be in accordance with City information technology "acceptable use" policy, as all such policies and standards may be amended or replaced from time to time.
[Thunderbird] 15.4 Use of Business Systems and Information Technology The Associations' use of the City/Park Board equipment referenced above, shall be subject to the following conditions: (a) Security: Usage of all information technology assets will be in accordance with City information technology security policies and standards; (b) PCI: All information technology software, hardware and infrastructure will be maintained in compliance with the current Payment Card Industry (PCI) standards; (c) Access Rights: Network and software access will be granted in accordance with City information technology identify management, network access, and applications access policies and standards; and (d) Hardware: Usage of information technology hardware will be in accordance with City information technology "acceptable use" policy, as all such policies and standards may be amended or replaced from time to time.

<p>[Douglas Park] The Associations' use of the City/Park Board equipment referenced above, shall be subject to the following conditions: (a) Security: Usage of all information technology assets will be in accordance with City information technology security policies and standards; (b) PCI: All information technology software, hardware and infrastructure will be maintained in compliance with the current Payment Card Industry (PCI) standards; (c) Access Rights: Network and software access will be granted in accordance with City information technology identify management, network access, and applications access policies and standards; and (d) Hardware: Usage of information technology hardware will be in accordance with City information technology "acceptable use" policy, as all such policies and standards may be amended or replaced from time to time.</p>
<p>[Kerrisdale] The Associations' use of the City/Park Board equipment referenced above, shall be subject to the following conditions: (a) Security: Usage of all information technology assets will be in accordance with City information technology security policies and standards; (b) PCI: All information technology software, hardware and infrastructure will be maintained in compliance with the current Payment Card Industry (PCI) standards; (c) Access Rights: Network and software access will be granted in accordance with City information technology identify management, network access, and applications access policies and standards; and (d) Hardware: Usage of information technology hardware will be in accordance with City information technology "acceptable use" policy, as all such policies and standards may be amended or replaced from time to time.</p>
<p>[Grandview/Trout Lake] 15.4 Use of Business Systems and Information Technology The Associations' use of the City/Park Board equipment referenced above, shall be subject to the following conditions: Security: Usage of all information technology assets will be in accordance with City information technology security policies and standards; PCI: All information technology software, hardware and infrastructure will be maintained in compliance with the current Payment Card Industry (PCI) standards; {00553786v1} 29 DRAFT 2 - JOA Access Rights: Network and software access will be granted in accordance with City information technology identify management, network access, and applications access policies and standards; and Hardware: Usage of information technology hardware will be in accordance with City information technology "acceptable use" policy, as all such policies and standards may be amended or replaced from time to time.</p>
<p>[Hastings] See below: The Associations' use of the City/Park Board equipment referenced above, shall be subject to the following conditions: (a) Security: Usage of all information technology assets will be in accordance with City information technology security policies and standards; (b) PCI: All information technology software, hardware and infrastructure will be maintained in compliance with the current Payment Card Industry (PCI) standards; (c) Access Rights: Network and software access will be granted in accordance with City information technology identify management, network access, and applications access policies and standards; and (d) Hardware: Usage of information technology hardware will be in accordance with City information technology "acceptable use" policy, as all such policies and standards may be amended or replaced from time to time.</p>

16. OWNERSHIP OF COMMUNITY CENTRE ASSETS

16.1 Community Centre Facility

[e-mail input – Sept 25 CCA group] The Association acknowledges and agrees that the buildings and fixtures comprising the Entire Facility are and will continue to be owned by the City and Park Board,

notwithstanding any contribution of funds (including Retained Earnings) by the Association. NOTE that clarification of the term "fixtures" and other similar terms is still required.
[e-mail letter – Oct 4 Sunset] The Park Board position on now taking full ownership of the physical building. As you are aware, the community association directly contributed \$1,000,000 (valued in 2004 currency) and advocated for additional funding from other government sources in the building of the current centre. The SCA fully funded the original centre over 70 years ago with community support. We feel we have an ownership stake in this building and therefore have significant rights to use and operate from this building. The current proposal removes this acknowledgement and dilutes our rights to occupy the premises which must be addressed in any eventual agreement.
[Strathcona] We strongly disagree with the wording in this section regarding our legal status as occupiers of the Jointly Operated Facility. The way it is drafted currently is legally incorrect. In our case VSB owns the Entire Facility so the leased centres provision applies to us. We strongly disagree with the statement that CCAs have no interest in the Jointly Operated Facility. The Agreement does not grant us a legal interest in the land/facility, but it does grant us a licence to use the facility. This Agreement clearly creates a licence to occupy the facility (i.e. pursuant to this Agreement the PB (licensor) authorizes the CCA (licensee) to use the Facility). Or, in other words, a licence authorizes someone (licensee) to do something that would otherwise be illegal (trespassing on PB leased property). If this Agreement does not create a licence we are in trespass and have no right to occupy the Facilities. this section needs to be revised to accurately describe our legal authority to occupy the facility.
[Mount Pleasant] The PB should have no say in the running of facilities (i.e., day care programs) that it did not contribute to their original development or does not contribute to their on-going operation.
[West Point Grey] 1.in the last sentence, the phrase "for the Term" should be deleted. Otherwise, paragraph 1 currently reads as though the CCAs are giving up all rights now or in the future in exchange for the Term of the Agreement with no residual rights whatsoever and that is not the case. 2. Add at the beginning of paragraph 2 under 16.1: "Except for the rights expressly granted to the Association under this Agreement,"
[Killarney] 16.1 Community Centre Facility The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.
[Kerrisdale] Delete: The Association acknowledges and agrees that it has no interest, right or title in the Entire Facility and, for the Term, it has no licenses, leases or other right to occupy the Entire Facility, now or in the future, whether written or implied. The Association further acknowledges and agrees that no licence, lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including the Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the

base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities arise solely under this Agreement.

[Kerrisdale] REPLACE WITH The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[Kensington] Community Centre Facility The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement.

[Kerrisdale] 16.1 Community Centre Facility The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[FOR LEASED CENTRES ONLY – USE THE FOLLOWING INSTEAD OF THE FOREGOING] The Association acknowledges and agrees that the Park Board is the sole lessee of the Entire Facility, including the Jointly Operated Facilities pursuant to the lease dated __, between ____ and ____ (the "Lease"). Ownership of the Entire Facility is in accordance with the Lease and the Park Board is the sole beneficiary of any ownership and lease rights pursuant to the Lease. To the extent permitted under the Lease, the Park Board/City is also the sole owner of all other improvements and items which are affixed to all or any portion of the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. The Association acknowledges and agrees that it has no interest, right or title in all or any portion of the Entire Facility or the Lease and, except for the rights expressly granted to the Association under this Agreement for the Term, it has no licenses, leases or other right to occupy the Jointly Operated Facilities, now or in the future, whether written or implied. The Association further acknowledges and agrees that no licence, lease, sub-lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building

additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility or the Lease in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities arise solely under this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation for the purposes of enhancing the Entire Facility, and the ownership of such items shall be determined by the Park Board in accordance with the Lease. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[Thunderbird] 16. OWNERSHIP OF COMMUNITY CENTRE ASSETS 16.1 Community Centre Facility The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time. [FOR LEASED CENTRES ONLY – USE THE FOLLOWING INSTEAD OF THE FOREGOING] The Association acknowledges and agrees that the Park Board is the sole lessee of the Entire Facility, including the Jointly Operated Facilities pursuant to the lease dated ___, between ___ and ___ (the "Lease"). Ownership of the Entire Facility is in accordance with the Lease and the Park Board is the sole beneficiary of any ownership and lease rights pursuant to the Lease. To the extent permitted under the Lease, the Park Board/City is also the sole owner of all other improvements and items which are affixed to all or any portion of the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. The Association acknowledges and agrees that it has no interest, right or title in all or any portion of the Entire Facility or the Lease and, except for the rights expressly granted to the Association under this Agreement for the Term, it has no licenses, leases or other right to occupy the Jointly Operated Facilities, now or in the future, whether written or implied. The Association further acknowledges and agrees that no licence, lease, sub-lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility or the Lease in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities arise solely under this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation for the purposes of enhancing the Entire Facility, and the ownership of such items shall be determined by the Park Board in accordance with the Lease. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[Douglas Park] The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time. [FOR LEASED CENTRES ONLY – USE THE FOLLOWING INSTEAD OF THE FOREGOING] The Association acknowledges and agrees that the Park Board is the sole lessee of the Entire Facility, including the Jointly Operated Facilities pursuant to the lease dated ___, between _____ and _____ (the "Lease"). Ownership of the Entire Facility is in accordance with the Lease and the Park Board is the sole beneficiary of any ownership and lease rights pursuant to the Lease. To the extent permitted under the Lease, the Park Board/City is also the sole owner of all other improvements and items which are affixed to all or any portion of the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. The Association acknowledges and agrees that it has no interest, right or title in all or any portion of the Entire Facility or the Lease and, except for the rights expressly granted to the Association under this Agreement for the Term, it has no licenses, leases or other right to occupy the Jointly Operated Facilities, now or in the future, whether written or implied. The Association further acknowledges and agrees that no licence, lease, sub-lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility or the Lease in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities arise solely under this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation for the purposes of enhancing the Entire Facility, and the ownership of such items shall be determined by the Park Board in accordance with the Lease. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[Kensington] The Registration System will be used to generate reports that detail all funds received, payment information, registration statistics, and provide information for measuring program performance. The reports will be generated on a schedule agreed to by the parties and will be made available to both the Association and the Park Board. The Association will also have free and unfettered access to all information from the Registration System relating to Association programs/services and membership. The Park Board will conduct regular reviews of the Registration System for accuracy. As required, the Park Board will meet with the Association to resolve non-technical issues regarding the Registration System and will provide or seek technical support as required. At the election of the Association, the Park Board will work with the Association to develop and implement a new process to secure rental and damage deposits so that deposits may be secured with a credit card or cheque on file and not be processed through the

Registration System such that transaction fees are avoided for refundable deposits. The Registration System in use as of the Effective Date is "ActiveNet", recreation management software provided by Active Network Ltd. ("ActiveNet"). The Park Board and the CCAs have agreed to more specific details regarding the use of ActiveNet, which are detailed in Appendix D to this Agreement. [FOR LEASED CENTRES ONLY – USE THE FOLLOWING INSTEAD OF THE FOREGOING] The Association acknowledges and agrees that the Park Board is the sole lessee of the Entire Facility, including the Jointly Operated Facilities pursuant to the lease dated ____, between ____ and ____ (the "Lease"). Ownership of the Entire Facility is in accordance with the Lease and the Park Board is the sole beneficiary of any ownership and lease rights pursuant to the Lease. To the extent permitted under the Lease, the Park Board/City is also the sole owner of all other improvements and items which are affixed to all or any portion of the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. The Association acknowledges and agrees that it has no interest, right or title in all or any portion of the Entire Facility or the Lease and, except for the rights expressly granted to the Association under this Agreement for the Term, it has no licenses, leases or other right to occupy the Jointly Operated Facilities, now or in the future, whether written or implied. The Association further acknowledges and agrees that no licence, lease, sub-lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility or the Lease in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities arise solely under this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation for the purposes of enhancing the Entire Facility, and the ownership of such items shall be determined by the Park Board in accordance with the Lease. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[Kerrisdale] The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time. [FOR LEASED CENTRES ONLY – USE THE FOLLOWING INSTEAD OF THE FOREGOING] The Association acknowledges and agrees that the Park Board is the sole lessee of the Entire Facility, including the Jointly Operated Facilities pursuant to the lease dated ____, between ____ and ____ (the "Lease"). Ownership of the Entire Facility is in accordance with the Lease and the Park Board is the sole beneficiary of any ownership and lease rights pursuant to the Lease. To the extent permitted under the Lease, the Park Board/City is also the sole owner of all other improvements and items which are affixed to all or any portion of the Entire Facility (for example, permanent reader boards), unless otherwise agreed

to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. The Association acknowledges and agrees that it has no interest, right or title in all or any portion of the Entire Facility or the Lease and, except for the rights expressly granted to the Association under this Agreement for the Term, it has no licenses, leases or other right to occupy the Jointly Operated Facilities, now or in the future, whether written or implied. The Association further acknowledges and agrees that no licence, lease, sub-lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility or the Lease in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities arise solely under this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation for the purposes of enhancing the Entire Facility, and the ownership of such items shall be determined by the Park Board in accordance with the Lease. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[West Point Grey] Change section 16.1 to read as follows: 16.1 Community Centre Facility The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[Kitsilano] delete the last sentence of the 1st paragraph delete the 2nd paragraph

[West End] 16.1 Community Centre Facility The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[Grandview/Trout Lake] 16.1 Community Centre Facility The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. Other than items that are agreed to be Association Equipment, all items that are purchased by the

Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time. The Association further acknowledges and agrees that no licence, lease, sub-lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen {00553786v1} 30 DRAFT 2 - JOA by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility or the Lease in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities arise solely under this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation for the purposes of enhancing the Entire Facility, and the ownership of such items shall be determined by the Park Board in accordance with the Lease. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[Kerrisdale] The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time. [FOR LEASED CENTRES ONLY – USE THE FOLLOWING INSTEAD OF THE FOREGOING] The Association acknowledges and agrees that the Park Board is the sole lessee of the Entire Facility, including the Jointly Operated Facilities pursuant to the lease dated ___, between ___ and ___ (the "Lease"). Ownership of the Entire Facility is in accordance with the Lease and the Park Board is the sole beneficiary of any ownership and lease rights pursuant to the Lease. To the extent permitted under the Lease, the Park Board/City is also the sole owner of all other improvements and items which are affixed to all or any portion of the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. The Association acknowledges and agrees that it has no interest, right or title in all or any portion of the Entire Facility or the Lease and, except for the rights expressly granted to the Association under this Agreement for the Term, it has no licenses, leases or other right to occupy the Jointly Operated Facilities, now or in the future, whether written or implied. The Association further acknowledges and agrees that no licence, lease, sub-lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the

Entire Facility or the Lease in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities arise solely under this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation for the purposes of enhancing the Entire Facility, and the ownership of such items shall be determined by the Park Board in accordance with the Lease. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[Hastings] See below. Note all The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time. [FOR LEASED CENTRES ONLY – USE THE FOLLOWING INSTEAD OF THE FOREGOING] The Association acknowledges and agrees that the Park Board is the sole lessee of the Entire Facility, including the Jointly Operated Facilities pursuant to the lease dated ____, between ____ and ____ (the "Lease"). Ownership of the Entire Facility is in accordance with the Lease and the Park Board is the sole beneficiary of any ownership and lease rights pursuant to the Lease. To the extent permitted under the Lease, the Park Board/City is also the sole owner of all other improvements and items which are affixed to all or any portion of the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. The Association acknowledges and agrees that it has no interest, right or title in all or any portion of the Entire Facility or the Lease and, except for the rights expressly granted to the Association under this Agreement for the Term, it has no licenses, leases or other right to occupy the Jointly Operated Facilities, now or in the future, whether written or implied. The Association further acknowledges and agrees that no licence, lease, sub-lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility or the Lease in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities arise solely under this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation for the purposes of enhancing the Entire Facility, and the ownership of such items shall be determined by the Park Board in accordance with the Lease. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

[Mount Pleasant] Replace with: 16.1 Community Centre Facility The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and items which are affixed to

the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board subject to the terms of this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time. [FOR LEASED CENTRES ONLY – USE THE FOLLOWING INSTEAD OF THE FOREGOING] The Association acknowledges and agrees that the Park Board is the sole lessee of the Entire Facility, including the Jointly Operated Facilities pursuant to the lease dated ____, between ____ and ____ (the "Lease"). Ownership of the Entire Facility is in accordance with the Lease and the Park Board is the sole beneficiary of any ownership and lease rights pursuant to the Lease. To the extent permitted under the Lease, the Park Board/City is also the sole owner of all other improvements and items which are affixed to all or any portion of the Entire Facility (for example, permanent reader boards), unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. The Association acknowledges and agrees that it has no interest, right or title in all or any portion of the Entire Facility or the Lease and, except for the rights expressly granted to the Association under this Agreement for the Term, it has no licenses, leases or other right to occupy the Jointly Operated Facilities, now or in the future, whether written or implied. The Association further acknowledges and agrees that no licence, lease, sub-lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility or the Lease in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities arise solely under this Agreement. Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation for the purposes of enhancing the Entire Facility, and the ownership of such items shall be determined by the Park Board in accordance with the Lease. The Association shall remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

16. OWNERSHIP OF COMMUNITY CENTRE ASSETS

16.2 Equipment and Assets

several references to equipment;
breakdown is unhelpful - would benefit from clarifying definition
Would be easier to go back to standard definition of "chattels and fixtures" and then modify in appendices.
[Strathcona] Need to add a sentence providing flexibility for an extension of time if list not completed by Effective Date.
[Killarney] 16.2 Equipment and Assets The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association

Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board. Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.

[Kerrisdale] Delete: The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"). Replace with: The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), Add to: Other than Association Equipment, 'or any equipment or assets that were purchased by and are solely owned by an affiliated group, 3rd party contractor or arms-length leasing party, as of the Effective Date. Delete" were purchased by and' in this same sentence

[Kerrisdale] REPLACE WITH The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board. Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.

[Kensington] Equipment and Assets The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board. Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.

[Kerrisdale] 16.2 Equipment and Assets The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board. Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.

[Thunderbird] 16.2 Equipment and Assets The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board. Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.

[Douglas Park] The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board. Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that were purchased by and are solely owned by an affiliated group, 3rd 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.

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[Kerrisdale] The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board. Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.

[West Point Grey] Change Section 16.2 to read as follows: 16.2 Equipment and Assets The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board. Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.

[Kitsilano] Amend the 1st sentence to read: The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association funds at its disposal or which were donated to the Association (Association Equipment). Amend the last paragraph to read: Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, third 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 of Vancouver.

[West End] The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board. Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.

[Grandview/Trout Lake] 16.2 Equipment and Assets The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board. Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.

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3rd 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.
<p>[Hastings] See below. Note all The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board.</p> <p>Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.</p>
<p>[Mount Pleasant] Replace with: The Park Board acknowledges and agrees that the Association is the owner of chattels and easily removable equipment that were purchased by the Association with any funds at its disposal or were donated to the Association ("Association Equipment"), unless the parties have agreed otherwise in writing. The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board.</p> <p>Disagreements on the ownership of an item shall be resolved using the Dispute Resolution process set out in Section 17. Other than Association Equipment, or any equipment or assets that are solely owned by an affiliated group, 3rd 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.</p>

17. DISPUTE RESOLUTION

17.1 Dispute Resolution Process

Re-consider process developed with Vince Ready?
<p>[Strathcona] It should be stated much more clearly what items will go to arbitration (or at least not be finally decided by the PB GM). s17.1(b)(b) is very broad (compliance with Applicable Laws and corporate policies) and would seem to include almost all disputes with the exceptions of breach of the Agreement (s.20). What does PB think should not be finally decided by PB GM? It should be clearly stated here so both parties are clear. Also, include a new provision: (d) matters that are under the sole jurisdiction of the Association.</p>
<p>[West Point Grey] 1. Last paragraph respecting matters not subject to arbitration: (b) delete this sentence; (c) add the following at the beginning of the sentence: "Except for the rights expressly granted to the Association under this Agreement," 2. Add new clause clarifying that the right of access to courts is an option at the election of either party for matters subject to arbitration and those matters that are not subject to arbitration.</p>
<p>[Killarney] 17.1 Dispute Resolution Process It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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,</p>

then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration. The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[Kerrisdale] Delete" 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, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. Add: "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, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration' Delete (i) (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; Replace with: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the express terms of this Agreement without prior agreement of the Associations. Delete:" (c) the ownership of the Entire Facility,

including the Jointly Operated Facilities . Change to: (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights expressly granted to the Association under this Agreement," The right of access to courts is an option at the election of either party for matters subject to arbitration and those matters that are not subject to arbitration.

[Kerrisdale] REPLACE WITH Both parties believe that ideally issues should be resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[Kensington] 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park

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[Thunderbird] 17. DISPUTE RESOLUTION 17.1 Dispute Resolution Process It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the

parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration. The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[Douglas Park] It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration. The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and corporate policies; and (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of access to the courts is an option at the election of either party for those matters that are not

subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[Kensington] **Dispute Resolution Process** It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration. The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement." The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[Kerrisdale] It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each

submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration. The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[West Point Grey] Change Section 17.1 to read as follows: 17.1 Dispute Resolution Process It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration. The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to

dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws; and (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement, The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[Kitsilano] Amend the 4th paragraph to read: If discussions between the Park Board and the Association do not resolve the dispute within thirty (30) business days of the General Manager's receipt of the written summaries of the matter, then the parties may decide to refer the issues to mediation or another form of dispute resolution (such as a Fairness Panel) before pursuing arbitration. If the parties are not satisfied, then, (a)..... (b) Add (c) If the parties cannot agree on the applicability of arbitration for a particular issue, that decision will be subject to arbitration Add the following paragraph: The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[West End] 17.1 Dispute Resolution Process It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of

access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[West End] The following wording is far more equitable and should be reflected in the new JOA - change from paragraph 4 onwards; 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration. The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[Grandview/Trout Lake] 17.1 Dispute Resolution Process It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. If disputes cannot be resolved at the local level within fifteen (15) business days of {00553786v1} 31 DRAFT 2 - JOA the matter first being raised in writing or in person, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration. The parties agree that the following matters are not subject to arbitration: matters are under the

sole jurisdiction of the Park Board, including: policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms of this Agreement without prior agreement of the Associations. allocation of Park Board budgets and resources; compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of access to courts is an option at the election of either party for those matters that are not subject to arbitration.

[Kerrisdale] It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[Hastings] See below. Note all: It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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, then either party

may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration. The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[Mount Pleasant] At the end of the paragraph before (a), add: "the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then:" After a), b), add " (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration" Replace (i) in section about matters not subject to arbitration with: "(i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations." Also under section about not subject to arbitration, replace (c) by the following, and then add a final paragraph: (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," "The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review."

17. DISPUTE RESOLUTION

17.2 Arbitration

[e-mail letter – Oct 4 Sunset] The dispute resolution clause is too broad in what aspects are not eligible for independent arbitration, and too heavily favors the Parks Board in its current iteration.

[Killarney] 17.1 Dispute Resolution Process It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner. 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, then either party may refer the dispute to the Director of Recreation and the Association representative for further discussion and 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed. 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, then the parties may decide to refer the issues to mediation or another form of dispute resolution before pursuing arbitration. If the parties are not satisfied, then (a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section 17.2 (b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision. The Park Board Commissioners will render a decision within 2 months. (c) If the parties cannot agree on the applicability of arbitration to a particular issue, that decision will be subject to arbitration. The parties agree that the following matters are not subject to arbitration: (a) matters are under the sole jurisdiction of the Park Board, including: (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; changes to Public Policy will be subject to dispute resolution/arbitration only insofar as they contradict the terms and spirit of this Agreement without prior agreement of the Associations. (ii) allocation of Park Board budgets and resources; (b) compliance with Applicable Laws and; (c) the ownership of the Entire Facility, including the Jointly Operated Facilities except for the rights granted to the Association under this Agreement," The right of access to the courts is an option at the election of either party for those matters that are not subject to binding arbitration. For those matters subject to arbitration, either party has the right of access to the courts for judicial review.

[Kerrisdale] REPLACE WITH All disputes subject to arbitration under this Agreement, including disputes concerning the interpretation of this Agreement and accounting and payment disputes, may, at the election of either of the parties, be referred to and finally resolved by binding arbitration. Matters to be resolved by arbitration shall be subject to arbitration in accordance with the Arbitration Act, R.S.B.C. 1996, c. 55. Unless the parties otherwise agree in writing, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules for the conduct of domestic commercial arbitrations. The place of arbitration shall be Vancouver, BC. The arbitration will be conducted before a single arbitrator and shall be final resolution for the matter being referred. The administrative fees for the arbitration and the arbitrator's fees and expenses (collectively, the "Arbitration Fees") shall be split equally between the Park Board and Association but the ultimate allocation of Arbitration Fees between the parties shall be determined by the arbitrator in apportioning costs between the parties at the conclusion of the arbitration.

[Thunderbird] 17.2 Arbitration All disputes subject to arbitration under this Agreement, including disputes concerning the interpretation of this Agreement and accounting and payment disputes, may, at the election of either of the parties, be referred to and finally resolved by binding arbitration. Matters to be resolved by arbitration shall be subject to arbitration in accordance with the Arbitration Act, R.S.B.C. 1996, c. 55. Unless the parties otherwise agree in writing, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules for the conduct of domestic commercial arbitrations. The place of arbitration shall be Vancouver, BC. The arbitration will be conducted before a single arbitrator and shall be final resolution for the matter being referred. The administrative fees for the arbitration and the arbitrator's fees and expenses (collectively, the "Arbitration Fees") shall be split equally between the Park Board and Association but the ultimate allocation of Arbitration Fees between the parties shall be determined by the arbitrator in apportioning costs between the parties at the conclusion of the arbitration.

[Douglas Park] All disputes subject to arbitration under this Agreement, including disputes concerning the interpretation of this Agreement and accounting and payment disputes, may, at the election of either of the parties, be referred to and finally resolved by binding arbitration. Matters to be resolved by arbitration shall be subject to arbitration in accordance with the Arbitration Act, R.S.B.C. 1996, c. 55. Unless the parties otherwise agree in writing, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules for the conduct of domestic commercial arbitrations. The place of arbitration shall be Vancouver, BC. The arbitration will be conducted before a single arbitrator and shall be final resolution for the matter being referred. The administrative fees for the arbitration and the arbitrator's fees and expenses (collectively, the "Arbitration Fees") shall be split equally between the Park Board and Association but the ultimate allocation of Arbitration Fees between the parties shall be determined by the arbitrator in apportioning costs between the parties at the conclusion of the arbitration.

[Kerrisdale] All disputes subject to arbitration under this Agreement, including disputes concerning the interpretation of this Agreement and accounting and payment disputes, may, at the election of either of the parties, be referred to and finally resolved by binding arbitration. Matters to be resolved by arbitration shall be subject to arbitration in accordance with the Arbitration Act, R.S.B.C. 1996, c. 55. Unless the parties otherwise agree in writing, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules for the conduct of domestic commercial arbitrations. The place of arbitration shall be Vancouver, BC. The arbitration will be conducted before a single arbitrator and shall be final resolution for the matter being referred. The administrative fees for the arbitration and the arbitrator's fees and expenses (collectively, the "Arbitration Fees") shall be split equally between the Park Board and Association but the ultimate allocation of Arbitration Fees between the parties shall be determined by the arbitrator in apportioning costs between the parties at the conclusion of the arbitration.

[Grandview/Trout Lake] 17.2 Arbitration All disputes subject to arbitration under this Agreement, including disputes concerning the interpretation of this Agreement and accounting and payment disputes, may, at the election of either of the parties, be referred to and finally resolved by binding arbitration. Matters to be resolved by arbitration shall be subject to arbitration in accordance with the Arbitration Act, R.S.B.C. 1996, c. 55. Unless the parties otherwise agree in writing, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules for the conduct of domestic commercial arbitrations. The place of arbitration shall be Vancouver, BC. The arbitration will be conducted before a single arbitrator and shall be final resolution for the matter being referred. The

administrative fees for the arbitration and the arbitrator's fees and expenses (collectively, the "Arbitration Fees") shall be split equally between the Park Board and Association but the ultimate allocation of Arbitration Fees between the parties shall be determined by the arbitrator in apportioning costs between the parties at the conclusion of the arbitration

[Kerrisdale] All disputes subject to arbitration under this Agreement, including disputes concerning the interpretation of this Agreement and accounting and payment disputes, may, at the election of either of the parties, be referred to and finally resolved by binding arbitration. Matters to be resolved by arbitration shall be subject to arbitration in accordance with the Arbitration Act, R.S.B.C. 1996, c. 55. Unless the parties otherwise agree in writing, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules for the conduct of domestic commercial arbitrations. The place of arbitration shall be Vancouver, BC. The arbitration will be conducted before a single arbitrator and shall be final resolution for the matter being referred. The administrative fees for the arbitration and the arbitrator's fees and expenses (collectively, the "Arbitration Fees") shall be split equally between the Park Board and Association but the ultimate allocation of Arbitration Fees between the parties shall be determined by the arbitrator in apportioning costs between the parties at the conclusion of the arbitration.

[Hastings] See below: All disputes subject to arbitration under this Agreement, including disputes concerning the interpretation of this Agreement and accounting and payment disputes, may, at the election of either of the parties, be referred to and finally resolved by binding arbitration. Matters to be resolved by arbitration shall be subject to arbitration in accordance with the Arbitration Act, R.S.B.C. 1996, c. 55. Unless the parties otherwise agree in writing, the dispute shall be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules for the conduct of domestic commercial arbitrations. The place of arbitration shall be Vancouver, BC. The arbitration will be conducted before a single arbitrator and shall be final resolution for the matter being referred. The administrative fees for the arbitration and the arbitrator's fees and expenses (collectively, the "Arbitration Fees") shall be split equally between the Park Board and Association but the ultimate allocation of Arbitration Fees between the parties shall be determined by the arbitrator in apportioning costs between the parties at the conclusion of the arbitration.

18. BRAND AND BRAND PROTECTION

[Mount Pleasant] The brand of the association is solely the brand of the association. It can be used, with permission from the association when needed for community programming.

[Killarney] 18. BRAND AND BRAND PROTECTION The parties acknowledge that they are cooperating to provide valuable services to the public, and that the reputation and public image of both the Park Board and the Association is important to both parties. To ensure the integrity of this Agreement, the parties agree to respect each other's brand and public image and to communicate about each other in a constructive and respectful way in all public materials or forums. Programming materials (such as the program brochure for the Jointly Operated Facilities) and all signage at the Jointly Operated Facilities will be co-branded and feature the logos of both the Park Board and the Association.

[Thunderbird] 18. BRAND AND BRAND PROTECTION The parties acknowledge that they are cooperating to provide valuable services to the public, and that the reputation and public image of both the Park Board and the Association is important to both parties. To ensure the integrity of this Agreement, the parties agree to respect each other's brand and public image and to communicate about each other in a constructive and respectful way in all public materials or

forums. Programming materials (such as the program brochure for the Jointly Operated Facilities) and all signage at the Jointly Operated Facilities will be co-branded and feature the logos of both the Park Board and the Association.
[Douglas Park] The parties acknowledge that they are cooperating to provide valuable services to the public, and that the reputation and public image of both the Park Board and the Association is important to both parties. To ensure the integrity of this Agreement, the parties agree to respect each other's brand and public image and to communicate about each other in a constructive and respectful way in all public materials or forums. Programming materials (such as the program brochure for the Jointly Operated Facilities) and all signage at the Jointly Operated Facilities will be co-branded and feature the logos of both the Park Board and the Association.
[Kerrisdale] The parties acknowledge that they are cooperating to provide valuable services to the public, and that the reputation and public image of both the Park Board and the Association is important to both parties. To ensure the integrity of this Agreement, the parties agree to respect each other's brand and public image and to communicate about each other in a constructive and respectful way in all public materials or forums. Programming materials (such as the program brochure for the Jointly Operated Facilities) and all signage at the Jointly Operated Facilities will be co-branded and feature the logos of both the Park Board and the Association.
[Grandview/Trout Lake] 18. BRAND AND BRAND PROTECTION The parties acknowledge that they are cooperating to provide valuable services to the public, and that the reputation and public image of both the Park Board and the Association is important to both parties. To ensure the integrity of this Agreement, the parties agree to respect each other's brand and public image and to communicate about each other in a constructive and respectful way in all public materials or forums. Programming materials (such as the program brochure for the Jointly Operated Facilities) and all signage at the Jointly Operated Facilities will be co-branded and feature the logos of both the Park Board and the Association.
[Kerrisdale] If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board.
[Hastings] See below: The parties acknowledge that they are cooperating to provide valuable services to the public, and that the reputation and public image of both the Park Board and the Association is important to both parties. To ensure the integrity of this Agreement, the parties agree to respect each other's brand and public image and to communicate about each other in a constructive and respectful way in all public materials or forums. Programming materials (such as the program brochure for the Jointly Operated Facilities) and all signage at the Jointly Operated Facilities will be co-branded and feature the logos of both the Park Board and the Association.

19. CHANGES TO JOINTLY OPERATED FACILITIES

19.1 Additions to Entire Facility

[Killarney] 19.1 Additions to Entire Facility If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board.

[Kerrisdale] Delete: "If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. Notwithstanding the foregoing, if the Association is or has been in sustained breach of this Agreement or if the Park Board holds reasonable concerns regarding the Association's ability to operate the new space in a safe, professional and complaint manner, then the new space will not be automatically included in the scope of Jointly Operated Facilities and the Park Board may elect to operate the new space itself or with the assistance or another partner organization. Replace with: 'If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities'

[Kerrisdale] REPLACE WITH If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board.

[Kerrisdale] If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities.

[Thunderbird] 19. CHANGES TO JOINTLY OPERATED FACILITIES 19.1 Additions to Entire Facility If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an

amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board.

[Douglas Park] If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board.

[Kensington] If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board. 19.3 Closure or Replacement of Jointly Operated Facilities If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements. [If the facility is leased by the Park Board, the following section to be included]

[Kerrisdale] If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board.

[West Point Grey] Change Section 19.1 to read as follows: 19.1 Additions to Entire Facility If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an

amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board.
[Kitsilano] delete the last sentence of the 1st paragraph beginning with "Notwithstanding....."
[Grandview/Trout Lake] 19.1 Additions to Entire Facility If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an amendment to this Agreement to clarify the roles and {00553786v1} 33 DRAFT 2 - JOA responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board.
[Kerrisdale] If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board.
[Hastings] See below. Note all: If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities, such as the addition of significant new facilities (such as a café or concession) in the Jointly Operated Facilities, or additions or renovations adding space that is to be used for purposes that are not consistent with the scope and offerings of the Association's existing Programming or services, then the parties shall negotiate an amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to the new facilities or space shall rest with the Park Board.

19. CHANGES TO JOINTLY OPERATED FACILITIES

19.2 Reduction in Jointly Operated Facilities

[Strathcona] second to last line - replace "shall" with "may" to provide flexibility for both parties.
[Killarney] This section has been deleted
[Kerrisdale] Add: [If the facility is leased by the Park Board, the following section to be included]
[Kerrisdale] DELETE
[Douglas Park] REMOVE THIS SECTION.

[West Point Grey] Change Section 19.2 by deleting it entirely.
[Grandview/Trout Lake] Section Struck
[Hastings] This Section to be omitted.

19. CHANGES TO JOINTLY OPERATED FACILITIES

19.3 Closure or Replacement of Jointly Operated Facilities

[Killarney] 19.3 Closure or Replacement of Jointly Operated Facilities If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements.
[Kerrisdale] REPLACE WITH If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements.
[Kensington] Closure or Replacement of Jointly Operated Facilities If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements.
[Kerrisdale] If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements. [If the facility is leased by the Park Board, the following section to be included]
[Thunderbird] 19.3 Closure or Replacement of Jointly Operated Facilities If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements.
[Douglas Park] If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended . to address any changes to the facilities or the operating arrangements.
[Kensington] 19.3 Closure or Replacement of Jointly Operated Facilities If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements.
[Kerrisdale] If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements. [If the facility is leased by the Park Board, the following section to be included]
[West Point Grey] Change Section 19.3 to read as follows: If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements.
[Grandview/Trout Lake] 19.3 Closure or Replacement of Jointly Operated Facilities If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement will be ammended to address any changes to the facilities or the operating arrangements.
[Kerrisdale] If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements.
[Hastings] See Below. Note all: If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements. [If the facility is leased by the Park Board, the following section to be included]

[Mount Pleasant] Replace with: "If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated, this Agreement shall be amended to address any changes to the facilities or the operating arrangements. "

19. CHANGES TO JOINTLY OPERATED FACILITIES

19.4 Renewal and Termination of Lease

Should apply/attach to individual appendix.
[e-mail input – Oct 5 CCA group] For those centres operating out of leased land/facilities, please see Appendix ____.
[Killarney] 19.4 Renewal and Termination of Lease For those centres operating out of leased land/facilities, please see Appendix _____. The Association acknowledges that the Jointly Operated Facilities are leased by the Park Board from _____ pursuant to the Lease and that, if the Lease is terminated this Agreement shall terminate, and any remaining Term of this Agreement shall expire, on the day that is one day prior to the date that the Lease is to terminate. The Association further acknowledges and agrees that the Park Board has no obligation to renew the Lease, extend the term of the Lease or enter into a new lease for the Jointly Operated Facilities (or replacement facilities) and that, if maintaining the Lease becomes financially unfeasible for the Park Board, the Park Board may terminate the Lease in accordance with the provisions of the Lease.
[Kerrisdale] REPLACE WITH For those centres operating out of leased land/facilities, please see Appendix _____. The Association acknowledges that the Jointly Operated Facilities are leased by the Park Board from _____ pursuant to the Lease and that, if the Lease is terminated this Agreement shall terminate, and any remaining Term of this Agreement shall expire, on the day that is one day prior to the date that the Lease is to terminate. The Association further acknowledges and agrees that the Park Board has no obligation to renew the Lease, extend the term of the Lease or enter into a new lease for the Jointly Operated Facilities (or replacement facilities) and that, if maintaining the Lease becomes financially unfeasible for the Park Board, the Park Board may terminate the Lease in accordance with the provisions of the Lease.
[Kensington] 4 Renewal and Termination of Lease For those centres operating out of leased land/facilities, please see Appendix ____.
[Kerrisdale] 19.4 Renewal and Termination of Lease For those centres operating out of leased land/facilities, please see Appendix ____.
[Thunderbird] 19.4 Renewal and Termination of Lease 19.4 Renewal and Termination of Lease For those centres operating out of leased land/facilities, please see Appendix C. The Association acknowledges that the Jointly Operated Facilities are leased by the Park Board from _____ pursuant to the Lease and that, if the Lease is terminated this Agreement shall terminate, and any remaining Term of this Agreement shall expire, on the day that is one day prior to the date that the Lease is to terminate. The Association further acknowledges and agrees that the Park Board has no obligation to renew the Lease, extend the term of the Lease or enter into a new lease for the Jointly Operated Facilities (or replacement facilities) and that, if maintaining the Lease becomes financially unfeasible for the Park Board, the Park Board may terminate the Lease in accordance with the provisions of the Lease.
[Douglas Park] For those centres operating out of leased land/facilities, please see Appendix _____. The Association acknowledges that the Jointly Operated Facilities are leased by the Park Board from _____ pursuant to the Lease and that, if the Lease is terminated this Agreement shall terminate, and any remaining Term of this Agreement shall expire, on the day that is one day prior to the date that the Lease is to terminate. The Association further acknowledges and agrees that

the Park Board has no obligation to renew the Lease, extend the term of the Lease or enter into a new lease for the Jointly Operated Facilities (or replacement facilities) and that, if maintaining the Lease becomes financially unfeasible for the Park Board, the Park Board may terminate the Lease in accordance with the provisions of the Lease.
[Kerrisdale] For those centres operating out of leased land/facilities, please see Appendix _____. The Association acknowledges that the Jointly Operated Facilities are leased by the Park Board from _____ pursuant to the Lease and that, if the Lease is terminated this Agreement shall terminate, and any remaining Term of this Agreement shall expire, on the day that is one day prior to the date that the Lease is to terminate. The Association further acknowledges and agrees that the Park Board has no obligation to renew the Lease, extend the term of the Lease or enter into a new lease for the Jointly Operated Facilities (or replacement facilities) and that, if maintaining the Lease becomes financially unfeasible for the Park Board, the Park Board may terminate the Lease in accordance with the provisions of the Lease.
[West Point Grey] Change Section 19.4 by moving this section to the appropriate appendix and referencing that by the following statement: [For those centres operating out of leased land/facilities, please see Appendix _____.]
[Grandview/Trout Lake] 19.4 Renewal and Termination of Lease For those centres operating out of leased land/facilities, please see Appendix _____. The Association acknowledges that the Jointly Operated Facilities are leased by the Park Board from _____ pursuant to the Lease and that, if the Lease is terminated this Agreement shall terminate, and any remaining Term of this Agreement shall expire, on the day that is one day prior to the date that the Lease is to terminate. The Association further acknowledges and agrees that the Park Board has no obligation to renew the Lease, extend the term of the Lease or enter into a new lease for the Jointly Operated Facilities (or replacement facilities) and that, if maintaining the Lease becomes financially unfeasible for the Park Board, the Park Board may terminate the Lease in accordance with the provisions of the Lease.
[Kerrisdale] For those centres operating out of leased land/facilities, please see Appendix _____. The Association acknowledges that the Jointly Operated Facilities are leased by the Park Board from _____ pursuant to the Lease and that, if the Lease is terminated this Agreement shall terminate, and any remaining Term of this Agreement shall expire, on the day that is one day prior to the date that the Lease is to terminate. The Association further acknowledges and agrees that the Park Board has no obligation to renew the Lease, extend the term of the Lease or enter into a new lease for the Jointly Operated Facilities (or replacement facilities) and that, if maintaining the Lease becomes financially unfeasible for the Park Board, the Park Board may terminate the Lease in accordance with the provisions of the Lease.
[Hastings] See Below. Note all: For those centres operating out of leased land/facilities, please see Appendix. - Not Applicable to Hastings Community Association.

20. TERMINATION OF AGREEMENT

Found wording convoluted
Language seems about when agreement breached
Should be called "breach of agreement" .
Contradicts other parts of document
2nd paragraph needs sub-heading re: invoking dispute resolution clause
Re: clause "for the purposes of this agreement", normally be "on behalf of either party"
2nd sentence at end should be "misappropriation"

2nd & 3rd paragraphs seem to focus only on CCAs, should reflect both parties
End of 2nd to last para: "or any other conduct..." should be deleted
Need a definition of "cause" for material breach; should be included in definitions section
<p>[e-mail input – Oct 5 CCA group] In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement with 90 days prior written notice. The termination notice must specify the breach in reasonable detail and the defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required.</p> <p>If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable.</p> <p>For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.</p>
[e-mail letter – Oct 4 Sunset] The termination clause and term of agreement being set at 5 years with a 15 year maximum is not acceptable to us in light of the comments above. In addition to not reflecting the long standing partnership and not showing a firm commitment to be future long term partners.
[Strathcona] The third sentence (starting on 6th line) makes no sense. typo - 8th line, delete "period at the expiry of the notice period" and replace with "party". As discussed, you need to clarify meaning of "material breach" and delete "any other conduct by the Association which is directed against the public interest" - way to vague to be remotely helpful
[Douglas Park] What are "use of funds for purposes not permitted under this agreement"? For that matter what uses of funds are permitted under this agreement? This needs clarification.
[Dunbar] The current proposal is represented as a five-year term renewable with two renewal terms subject to some conditional termination provisions and provisions for amendment. Dunbar is of the view that the conditional termination provisions make the renewal terms illusory because the Agreement can end for effectively no reason at any time without recourse. Dunbar suggests that these concerns could be relieved by providing for one 10 year term with provision for

amendments and termination for cause. Such clauses would demonstrate commitment to the process and to the relationship without unreasonably limiting the parties from managing the relationship and the terms of the agreement. This is one of five issues that, for the reasons stated, are fundamental to any decision by the Dunbar Community Centre Association and its members to agree to the terms and conditions of the proposed JOA.

[Killarney] 20. TERMINATION OF AGREEMENT NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manager or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kerrisdale] Replace entire clause with this: 'NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE FOLLOWING CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. the defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in

the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding. Delete the following: 'In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement with 90 days prior written notice. The termination notice must specify the breach in reasonable detail and the defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. If the alleged breach is of a serious nature, the Park Board may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure of the Association either party to comply with Public Policy, breach of Applicable Laws, fraudulent conduct, misappropriate of funds, financial wrongdoing or criminal activity on the part of the Association, use of funds for purposes not permitted under this Agreement, sustained failure of the Association either party to provide financial information required under this Agreement, discrimination or human rights violations on the part of the Association or any other conduct by either party the Association which is directed against the public interest. If, during the Term or any renewal term, the Jointly Operated Facilities are closed, demolished, reconstructed or relocated [or the Lease is terminated], this Agreement will terminate and any remaining Term shall expire. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.'

[Kerrisdale] REPLACE WITH NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-

remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kensington] TERMINATION OF AGREEMENT NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature,

either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kerrisdale] NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Thunderbird] 20. TERMINATION OF AGREEMENT NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed

effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Douglas Park] NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE FOLLOWING CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. the defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kensington] TERMINATION OF AGREEMENT NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manager or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding. 21. NOTICES Notice to the Park Board will be given by delivering written notice by mail, courier or e-mail to the attention of the General Manager at: Board of Parks and Recreation 2099 Beach Avenue

[Kerrisdale] NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to

continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[West Point Grey] Change Section 20 to read as follows: NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE TERM OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE FOLLOWING CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. the defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting party at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting party commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kitsilano] delete and replace with the following: Notwithstanding Article 3.1, the Agreement may be terminated during the life of the Agreement. In the event of a sustained, material, unremedied breach of this Agreement by either Party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting Party may, at any time during the Term, elect to terminate the Agreement under the following conditions: a. with 90 days prior written notice b. the termination notice must specify the breach in reasonable detail, and c. the defaulting Party shall have a cure

period of 60 days to remedy the breach, except in the case of emergency in which case a shorter cure period may be specified d. in the event of an emergency, the non-defaulting Party may take reasonable action to cure the breach on behalf of the defaulting Party at the expiry of the notice period. If the defaulting Party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 90 days is required to remedy the breach using reasonable resources and acting diligently, then the defaulting Party will not be considered in breach after 60 days, except in the case of an emergency, if, immediately after receiving the notice of breach, the defaulting Party commenced to diligently and continuously remedy the breach to cure the breach as soon as reasonably possible. If the defaulting Party fails to continuously and diligently work towards resolving the breach, the non-defaulting Party may terminate this Agreement with no further notice required. Invoking Dispute Resolution Process a. If the defaulting Party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting Party may invoke the Dispute Resolution Process b. If the alleged breach is of a serious nature, either Party may elect to expedite the Dispute Resolution Process and refer the dispute directly to the Park Board General Manager or to arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with applicable laws, fraudulent conduct, misappropriation of funds, financial wrongdoing, criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the Parties to provide financial information required under this Agreement, discrimination or human rights violations, or any other conduct by the Parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[West End] NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure

of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[West End] We feel the following better represents terms for termination and is equitable and easy to understand; NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manager or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Grandview/Trout Lake] 20. TERMINATION OF AGREEMENT NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: with 90 days prior written notice. The termination notice must specify the breach in reasonable detail and The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. {00553786v1} 34 DRAFT 2 - JOA If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be

in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Kerrisdale] NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Hastings] See below. Note all: NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the

breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

[Mount Pleasant] Replace with: NOTWITHSTANDING CLAUSE 3.1 ABOVE, THE AGREEMENT MAY BE TERMINATED DURING THE LIFE OF THE AGREEMENT In the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement UNDER THE Following CONDITIONS: a. with 90 days prior written notice. b. The termination notice must specify the breach in reasonable detail and c. The defaulting party shall have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. d. In the event of emergency, the non-defaulting party may take reasonable action to cure the breach on behalf of the defaulting period at the expiry of the notice period. If the defaulting party does not satisfactorily remedy the breach in the cure period, the notice to terminate shall be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. e. If more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the defaulting party will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the defaulting PARTY commenced to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible. If the defaulting party fails to continuously and diligently work towards resolving the breach, the non-defaulting party may terminate this Agreement with no further notice required. INVOKING DISPUTE RESOLUTION a. If the defaulting party disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the defaulting party may invoke the dispute resolution mechanism. b. If the alleged breach is of a serious nature, either party may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board

General Manger or arbitration, if applicable. For the purposes of this Agreement, "material breach" shall include failure to comply with Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity, use of funds for purposes not permitted under this Agreement, sustained failure of the parties to provide financial information required under this Agreement, discrimination or human rights violations or any other conduct by the parties which is directed against the public interest. At termination, all outstanding payments between the parties will become immediately due and payable, and subject to withholding.

21. NOTICES

[Killarney] No Changes
[Thunderbird] 21. NOTICES Notice to the Park Board will be given by delivering written notice by mail, courier or e-mail to the attention of the General Manager at: Board of Parks and Recreation 2099 Beach Avenue Vancouver, British Columbia V6G 1Z4 Email: _____ Notice to the Association will be given by delivering written notice by mail, courier or e-mail to the attention of the President at: Mike Bradley <mdbradleyster@gmail.com>
[Douglas Park] Notice to the Park Board will be given by delivering written notice by mail, courier or e-mail to the attention of the General Manager at: Board of Parks and Recreation 2099 Beach Avenue Vancouver, British Columbia V6G 1Z4 Email: _____ Notice to the Association will be given by delivering written notice by mail, courier or e-mail to the attention of the President at: [Insert contact details]
[Kerrisdale] Notice to the Park Board will be given by delivering written notice by mail, courier or e-mail to the attention of the General Manager at: Board of Parks and Recreation 2099 Beach Avenue Vancouver, British Columbia V6G 1Z4 Email: _____ Notice to the Association will be given by delivering written notice by mail, courier or e-mail to the attention of the President at: [Insert contact details]
[Grandview/Trout Lake] 21. NOTICES Notice to the Park Board will be given by delivering written notice by mail, courier or e-mail to the attention of the General Manager at: Board of Parks and Recreation 2099 Beach Avenue Vancouver, British Columbia V6G 1Z4 Email: _____ Notice to the Association will be given by delivering written notice by mail, courier or e-mail to the attention of the President at: _____
[Hastings] See Below. Note all: Notice to the Park Board will be given by delivering written notice by mail, courier or e-mail to the attention of the General Manager at: Board of Parks and Recreation 2099 Beach Avenue Vancouver, British Columbia V6G 1Z4 Email: _____ Notice to the Association will be given by delivering written notice by mail, courier or e-mail to the attention of the President at: (via mail and email) HCA President 3096 E. Hastings St. Vancouver, BC Hastingscommunityassociation@gmail.com

22. MISCELLANEOUS

22.1 Governing Laws

[Killarney] No Changes
[Thunderbird] 22. MISCELLANEOUS 22.1 Governing Laws This Agreement, regardless of where executed or performed, will be governed by and construed in accordance with the laws of the Province of British Columbia.
[Douglas Park] This Agreement, regardless of where executed or performed, will be governed by and construed in accordance with the laws of the Province of British Columbia.

[Kerrisdale] This Agreement, regardless of where executed or performed, will be governed by and construed in accordance with the laws of the Province of British Columbia.
[Grandview/Trout Lake] 22.1 Governing Laws {00553786v1} 35 DRAFT 2 - JOA This Agreement, regardless of where executed or performed, will be governed by and construed in accordance with the laws of the Province of British Columbia.
[Hastings] See below: This Agreement, regardless of where executed or performed, will be governed by and construed in accordance with the laws of the Province of British Columbia.

22. MISCELLANEOUS

22.2 Enurement

[Killarney] No Changes
[Thunderbird] 22.2 Enurement This Agreement shall ensure to the benefit of and be binding upon the Park Board and the Association and their respective successors and permitted assigns.
[Douglas Park] This Agreement shall enure to the benefit of and be binding upon the Park Board and the Association and their respective successors and permitted assigns.
[Kerrisdale] This Agreement shall ensure to the benefit of and be binding upon the Park Board and the Association and their respective successors and permitted assigns.
[Grandview/Trout Lake] 22.2 Enurement This Agreement shall ensure to the benefit of and be binding upon the Park Board and the Association and their respective successors and permitted assigns.
[Hastings] See Below: This Agreement shall ensure to the benefit of and be binding upon the Park Board and the Association and their respective successors and permitted assigns.

22. MISCELLANEOUS

22.3 Severability

[Killarney] No Changes
[Thunderbird] 22.3 Severability All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants shall remain and be binding.
[Douglas Park] All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants shall remain and be binding.
[Kerrisdale] All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants shall remain and be binding.
[Grandview/Trout Lake] 22.3 Severability All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants shall remain and be binding.
[Hastings] See Below: All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of

competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants shall remain and be binding.

22. MISCELLANEOUS

22.4 Non-Derogation

[Killarney] No Changes
[Thunderbird] 22.4 Non-Derogation Nothing contained or implied in this Agreement will derogate from the obligations of the Association under any other agreement with the City or the Park Board or, prejudice or affect the City or Park Board's rights, powers, duties or obligations in the exercise of its functions pursuant to the Vancouver Charter as amended from time to time and the rights, powers, duties and obligations of the City and Park Board under all public and private statutes, bylaws, orders and regulations, which may be as fully and effectively exercised in relation to the Jointly Operated Facilities as if this Agreement had not been executed and delivered by the Association and the Park Board.
[Douglas Park] Nothing contained or implied in this Agreement will derogate from the obligations of the Association under any other agreement with the City or the Park Board or, prejudice or affect the City or Park Board's rights, powers, duties or obligations in the exercise of its functions pursuant to the Vancouver Charter as amended from time to time and the rights, powers, duties and obligations of the City and Park Board under all public and private statutes, bylaws, orders and regulations, which may be as fully and effectively exercised in relation to the Jointly Operated Facilities as if this Agreement had not been executed and delivered by the Association and the Park Board.
[Kerrisdale] Nothing contained or implied in this Agreement will derogate from the obligations of the Association under any other agreement with the City or the Park Board or, prejudice or affect the City or Park Board's rights, powers, duties or obligations in the exercise of its functions pursuant to the Vancouver Charter as amended from time to time and the rights, powers, duties and obligations of the City and Park Board under all public and private statutes, bylaws, orders and regulations, which may be as fully and effectively exercised in relation to the Jointly Operated Facilities as if this Agreement had not been executed and delivered by the Association and the Park Board.
[Grandview/Trout Lake] 22.4 Non-Derogation Nothing contained or implied in this Agreement will derogate from the obligations of the Association under any other agreement with the City or the Park Board or, prejudice or affect the City or Park Board's rights, powers, duties or obligations in the exercise of its functions pursuant to the Vancouver Charter as amended from time to time and the rights, powers, duties and obligations of the City and Park Board under all public and private statutes, bylaws, orders and regulations, which may be as fully and effectively exercised in relation to the Jointly Operated Facilities as if this Agreement had not been executed and delivered by the Association and the Park Board.
[Hastings] See Below: Nothing contained or implied in this Agreement will derogate from the obligations of the Association under any other agreement with the City or the Park Board or, prejudice or affect the City or Park Board's rights, powers, duties or obligations in the exercise of its functions pursuant to the Vancouver Charter as amended from time to time and the rights, powers, duties and obligations of the City and Park Board under all public and private statutes, bylaws, orders and regulations, which may be as fully and effectively exercised in relation to the Jointly Operated Facilities as if this Agreement had not been executed and delivered by the Association and the Park Board.

22. MISCELLANEOUS

22.5 Time of the Essence

[Killarney] No Changes
[Thunderbird] 22.5 Time of the Essence Time shall be of the essence of this Agreement.
[Douglas Park] Time shall be of the essence of this Agreement.
[Kerrisdale] Time shall be of the essence of this Agreement.
[Grandview/Trout Lake] 22.5 Time of the Essence Time shall be of the essence of this Agreement.
[Hastings] see Below: Time shall be of the essence of this Agreement.

22. MISCELLANEOUS

22.6 Captions

[Killarney] No Changes
[Thunderbird] 22.6 Captions The captions and headings throughout this Agreement are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement.
[Douglas Park] The captions and headings throughout this Agreement are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement.
[Kerrisdale] The captions and headings throughout this Agreement are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement.
[Grandview/Trout Lake] 22.6 Captions The captions and headings throughout this Agreement are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement.
[Hastings] See Below: The captions and headings throughout this Agreement are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement.

22. MISCELLANEOUS

22.7 Interpretation

[Killarney] No Changes
[Thunderbird] 22.7 Interpretation Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neutral genders.
[Douglas Park] Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neutral genders.

[Kerrisdale] Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neutral genders.
[Grandview/Trout Lake] 22.7 Interpretation Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neutral genders.
[Hastings] See Below: Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neutral genders.

22. MISCELLANEOUS

22.8 Waiver

[Strathcona] Needs to be reciprocal. The PB acknowledges... no failure by the Association to exercise..."
[Killarney] No Changes
[Thunderbird] 22.8 Waiver The Association acknowledges and agrees that no failure by the Park Board to exercise and no delay in exercising any right or powers of enforcement under this Agreement shall operate as a waiver thereof. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law or equity.
[Douglas Park] The Association acknowledges and agrees that no failure by the Park Board to exercise and no delay in exercising any right or powers of enforcement under this Agreement shall operate as a waiver thereof. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law or equity.
[Kerrisdale] The Association acknowledges and agrees that no failure by the Park Board to exercise and no delay in exercising any right or powers of enforcement under this Agreement shall operate as a waiver thereof. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law or equity.
[Grandview/Trout Lake] 22.8 Waiver The Association acknowledges and agrees that no failure by the Park Board to {00553786v1} 36 DRAFT 2 - JOA exercise and no delay in exercising any right or powers of enforcement under this Agreement shall operate as a waiver thereof. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law or equity.
[Hastings] See Below: The Association acknowledges and agrees that no failure by the Park Board to exercise and no delay in exercising any right or powers of enforcement under this Agreement shall operate as a waiver thereof. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law or equity.

22. MISCELLANEOUS

22.9 Entire Agreement

[Strathcona] Need to specifically reference the Indemnity Agreement in this section.
[Dunbar] I am substituting our "Entire Comments" under this heading. RE: Dunbar Community Centre Association ("Dunbar") Concerns About Proposed JOA 2016 Dunbar has identified five issues that are fundamental to an ongoing relationship between the parties: 1. "Retained Earnings" needs to be replaced with "Net Assets" and defined and then their use and disposition set out in terms consistent with accounting principles, principles of good governance and of fiscal and operational sustainability. 2. The need for wording that reflects a mutual obligation on Park Board Staff and the Association to promote financially sustainable successful programs and services in the

centre. 3. A more manageable and fair contribution to the CIF 4. A term of the agreement that reflects a commitment by all parties to the agreement 5. Indemnification and insurance. SPECIFIC CONCERNS OF DUNBAR 1. "Retained Earnings" needs to be replaced with "Net Assets" and defined and then their use and disposition set out in terms consistent with accounting principles, principles of good governance and of fiscal and operational sustainability. Definition "Net Assets" is the correct term for a non-profit society's surplus of assets over liabilities at a point in time. "Retained earnings" is a concept used in a for profit company and refers to the equity available to the shareholders. The definition in the proposed JOA is a misnomer that reflects a misunderstanding of the nature of the Associations and perpetuates that misunderstanding in Clause 13.3. "Retained earnings" is a term of art in the accounting field and is distinguished from net assets. As a general proposition retained earnings refers to earnings of a commercial business that are retained by the company rather than distributed to shareholders. A non-profit society has no shareholders who would ever be entitled to a distribution of earnings and is precluded from making any financial distribution to its members. The relationship between a company and its shareholders is quite different from the relationship between a society and its members. In publications Chartered Professional Accountants have described that difference in part as follows: Net assets, sometimes referred to as equity or fund balances, is the residual interest in a not-for-profit organization's assets after deducting its liabilities. Net assets may include specific categories of items whose use may be either restricted or unrestricted. Not-for-profit organizations are entities, normally without transferable ownership interests, organized and operated exclusively for social, educational, professional, religious, health, charitable or any other not-for-profit purpose. A not-for-profit organization's members, contributors and other resource providers do not, in such capacity, receive any financial return directly from the organization. Our audited statements reflect that use, and its use in place of "retained earnings" in the agreement would be consistent, avoid confusion, and be in keeping with good governance practice. Rather than add new terms to the JOA that require definitions we should use the proper accounting phrase which is generally accepted in the accounting field and consistent with good governance. The JOA should not require the net assets of an Association to be eliminated. As worded the JOA proposal requires elimination of net assets of the Association. If that is not the intention then the JOA should say so. Any net assets of a not-for-profit society can only be used for the purposes of the society and cannot somehow be distributed to its members or other parties inconsistent with those purposes. Concern that Associations would misappropriate the funds to other uses is an inappropriate assumption on which to base the wording of the proposed JOA. The BC Society Act precludes Association funds being expended for other than Association purposes, precludes a Society having share capital, and precludes assets of a charitable society such as Dunbar from being distributed to members. The important aspect of this discussion is that the Associations engage in good governance. Good governance includes the prudent management of finances for the purposes of the society. As described by the Chartered Professional Accountants above the use of a society's net assets may be restricted or unrestricted. Good governance contemplates a society maintaining sufficient funds to continue to operate successfully. Proper funding also provides flexibility for the society to support or subsidize fresh initiatives that are not necessarily assured of success or to flexibly respond to changes in circumstances that impact the programs or operations of the society. Without proper funding, the society is forced into a relatively conservative and inflexible approach to its operations, which may inhibit or even disable it from continuing operations. In the ordinary course of business at Dunbar, revenues can vary significantly year over year, even without unanticipated or unusual contingencies occurring. Consistent with accepted accounting principles and good governance, Dunbar has restricted its net assets to its not-for-profit and charitable purposes. The net assets are restricted to programming and community outreach, property &

equipment and building improvements. Under the proposed JOA, the Dunbar contribution towards the Park Board costs of providing programs and services will increase by approximately \$30,000.00 to \$40,000.00 for Group 1 employees depending on the level of staffing. This is as a result of the elimination of Park Board paying the Group 1 top-up. The CIF levy will increase that contribution as well. An additional obligation to exhaust the net assets will deplete them more quickly. In either case the result is to erode the Association's ability to respond to negative contingencies or promote additional initiatives and services and will cause the Association to operate with annual deficits until no net assets are available. Dunbar has a history of maintaining net assets to ensure its ability to continue to operate during unexpected service interruptions or to respond to unexpected demands on its resources. Dunbar has also used its net assets to subsidize the operation of programs whose community benefits cannot be obtained were full cost recovery expected, to encourage fresh program initiatives, and to provide equipment and capital to both Association and Park Board activities at the centre. The use of the net assets has been restricted to programming and community outreach, property & equipment and building improvements all of which relate to the facility and its programs and services. In recent years the primary constraint on expending those funds for those purposes has been barriers erected by Park Board flowing from the negotiation and litigation processes. Both parties acknowledge the importance of prudent financial management in effective not-for-profit governance. Both parties acknowledge that the Association's founding purpose was and remains to engage the community and provide programming, services and special events at and from the community centre which the Association manages. Having net assets available for those purposes is an essential aspect of meeting those goals. Use and Disposition To reflect the above, possible terms of the JOA would be: The Association hereby waives any right, legal or equitable, to the building or fixtures comprising the Entire Facility which may arise out of contributions that it makes to that building or fixtures from the Association's Retained Earnings. The Association will, so far as is possible, maintain appropriate funds to cover costs of its ongoing operations, including any increased costs resulting from this Agreement during its Term. The funding for contingencies affecting day to day operations will be set by the Association, based on a limited 5 year financial forecast prepared by the Association. Within six months after the end of the first fiscal year in the Term, the Association will prepare a net assets report, a copy of which will be shared with the Park Board. The report will outline the Association's plans for the use of any net assets that exceed the Association's need for ongoing operating funds. The plans will include only: (1) physical improvements or capital projects within the Entire Facility and surrounding Park Board lands, including but not limited to Association Equipment and Facility improvements; (our constitution and by-laws in conjunction with the current and pending BC Society Act preclude direct donations to other Associations or Park Board for other locations) or (2) the direct provision of Programming or services to the public at or from the Jointly Operated Facilities, including community fairs or events held on or partly on public lands. The Association will make best efforts to execute on those plans and shall make expenditures in accordance with them, as they are updated from time to time. 2. Mutual Obligations The proposed JOA does not adequately describe the common or mutual goals of the parties entering into this business relationship. The description of mutual obligations and the respective obligations of the parties are missing a reference to the mutual purposes. The "whereas" clauses capture a lot of the objectives of the two parties but they are not an enforceable part of the agreement. To succeed both parties must cooperatively work towards increasing services and their quality, efficiently in a financially sustainable way. It is essential that the collaboration and cooperation required between the parties is reflected in the agreement. A clause should be included in the body of the JOA that recognizes that both parties, their officers, Directors, and staff will work together to create a successful, financially sustainable, effective array

of programs and services at the Centre. The clause should emphasize sustainable and strengthened community engagement, community participation, and delivery of sustainable programming and services as mutual obligations, obligations that might also involve a need for training. The agreement clarifies reporting relationships of staff and volunteers of each party and provides for delegation and supervision and indemnity but does not fully address the mutual purpose of creating successful sustainable programs and services. Without agreed cooperation and collaboration towards common purposes, operational and financial viability will not be sustainable. The DCCA requires a clause referencing mutual commitment to common goals as set out below.

Mutual responsibility for sustainability: The Association and PB have a mutual interest in maintaining the financial viability and sustainability of the Dunbar Community Centre and programs and services offered at the Dunbar Community Centre by:

- Promoting and developing programmes and services provided by the Association to achieve increased community engagement and participation and sustainable programming and services.
- Ensuring that costs charged to the Association or distributions of net assets of the Association do not put at risk the financial viability of the Association.

3. The CIF fund contribution must be sustainable The Dunbar Community Centre Association cannot sign an agreement providing for a 2% levy on gross revenue and meet its good governance, program and financial sustainability and fiduciary obligations. Presently the proposed JOA requires a 2% levy on gross revenue to a CIF for Park Board's use. The proposed agreement acknowledges that for some Centres this contribution may not be possible and introduces a hardship option under which a contribution by a Centre may be waived. As we have heard the focus on gross revenues and the stipulated percentage are arbitrary. In Dunbar's case the proposal as it stands will likely create annual deficits and erode its net assets. Last year Dunbar experienced a net loss of about \$38,000.00. Under the proposed JOA Dunbar would be increasing its Group 1 employee contribution to Park Board by about \$30,000.00 - \$40,000.00. In order to continue its operations and its present level of service Dunbar would need to increase its revenues. The 2% levy creates a probability of a structural deficit. That is not effective financial management and not good governance. To avoid a structural deficit both the Association and the Park Board through its staff need to have a mutual goal of striving for increased community participation in increased programs and service delivery (See comments on Mutual Obligations). Dunbar proposes that instead of a flat rate contribution a progressive contribution to the CIF be implemented. This increases the percentage rate of contribution for successive bands of revenue. Under this system contributions are calculated at a fixed percentage at each level up to a certain threshold whereupon subsequent revenue is charged at the higher percentage up until the next threshold and so on as the revenue progresses through each band. The high volume businesses although paying the same percentage as the low volume businesses in the lower bands increase their percentage rate as their revenue passes each threshold. This is similar to the manner in which Federal income tax rules operate. The size of the revenue bands and the rate for each band are variables that need to be determined in a way that is fair to the Centres, accommodates a wide range of revenue generating capacity and provides predictability as to the amounts levied. By way of examples only, to illustrate the mechanics of a progressive scale, we include the following:

Revenue tranche	Rate for revenue within that tranche
\$0-300K	0%
\$300-600	.5%
\$600-900	1%
\$900K-1.2M	1.5%
\$1.2M+	2%

Amount of Gross revenue excluding grants and other items as defined in the JOA

Rate	\$0 - 200K	\$200K - 400K	\$400K-600K	\$600K-1M	\$1M-1,5M	\$1,5M+
Rate	0%	.5%	1.0%	1.5%	2.0%	2.5%

These are an illustration only because we do not have sufficient data to know the impact on other Associations. The percentage rate is increased on bands of higher revenues because all Associations have basic operating costs that will need to be met. As an Association generates greater revenue the ability to meet those basic operating costs and to contribute should both increase. We believe that this is fairer than a flat tax because it is more

equitable to the smaller Associations. A flat tax costs Associations at the low end of a revenue tranche a greater percentage of their revenues than Associations at the higher end of the tranche. A progressive rate on revenue increments gives the revenue in each tranche for each Centre the same rate. The above proposal also provides Parks Board with a financial incentive to help the Associations increase their community participation and engagement, programs and services, and shifts more of the burden to Associations with greater revenue. An Association Board cannot fulfill its fiduciary and good governance obligations if it is required to agree to an operational model that creates a structural deficit in its operations that would erode its assets and drive it towards reduced programs and services.

4. Term of the agreement The current proposal is represented as a five-year term renewable with two renewal terms subject to some conditional termination provisions and provisions for amendment. Dunbar is of the view that the conditional termination provisions make the renewal terms illusory because the Agreement can end for effectively no reason at any time without recourse. Dunbar suggests that these concerns could be relieved by providing for one 10 year term with provision for amendments and termination for cause. Such clauses would demonstrate commitment to the process and to the relationship without unreasonably limiting the parties from managing the relationship and the terms of the agreement.

5. Indemnification and insurance are not adequately covered in the proposed JOA Indemnification is discussed in Clause 11.1 and is restricted to negligence by Park board staff doing something wrong on behalf of the Association. The Association is responsible for wrongs by its staff, its volunteers and the contracted instructors. Insurance is addressed in clause 13.6 and only deals with directors and officers liability and employer liability to the extent it is available. The existing indemnification under the 1979 JOA was executed as amended on Feb 2, 2000 and extends to "any claim, demand or action brought against it or its current or former officers, employees, directors or volunteers in connection with the development or provision of a recreational program...approved in writing by the General Manager...". There is a substantial gap between that indemnification and the proposed terms of the JOA that do not go beyond employer liability and director and officer liability for which insurance is being required. Dunbar carries Directors and Officers liability coverage and commercial general liability coverage. The coverage excludes injury arising from program participation since that is covered by the present indemnity. Coverage for injury arising from activities provided by the Association is not reasonably available to CCAs. In any event the activities are being provided jointly under the terms of the JOA and should be indemnified by the Park Board and City. Number 21 of the "FAQs on the Draft 2 Joint Operating Agreement" as circulated by Park Board commits to ongoing indemnification for claims for damages arising from activities provided by the Association. It is fundamental and a condition precedent to the JOA that the indemnity for these jointly offered programming activities is in place and that it should be a term of the JOA that the agreement is at an end if the indemnity is not in place. The agreement has to recognize the importance of the indemnification and ensure its continuation by the Park Board, the City of Vancouver and/or the Province depending upon how the Park Board and City arrange that protection. The Agreement must also deal with what happens if the Park Board, City and/or the Province does not provide adequate coverage or the coverage lapses. All the indemnities should provide they continue to apply after termination of the Agreement for all claims that arise from actions taken or events occurring before the termination.

CONCLUSION These five items, for the reasons stated, are fundamental to any decision by the Dunbar Community Centre Association and its members to agree to the terms and conditions of the proposed JOA.

[Killarney] No Changes

[Thunderbird] 22.9 Entire Agreement This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and

supersedes all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
[Douglas Park] This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
[Kerrisdale] This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
[Grandview/Trout Lake] 22.9 Entire Agreement This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.
[Hastings] See Below: This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof.

22. MISCELLANEOUS

22.10 Assignment

[Strathcona] delete "which consent may be arbitrarily withheld". Not necessary and it's over the top
[Killarney] No Changes
[Thunderbird] 22.10 Assignment The Association shall not assign its rights or obligations hereunder without the prior written consent of the Park Board, which consent may be arbitrarily withheld.
[Douglas Park] The Association shall not assign its rights or obligations hereunder without the prior written consent of the Park Board, which consent may be arbitrarily withheld.
[Kensington] so no shadow flopping
[Kerrisdale] The Association shall not assign its rights or obligations hereunder without the prior written consent of the Park Board, which consent may be arbitrarily withheld.
[Grandview/Trout Lake] 22.10 Assignment The Association shall not assign its rights or obligations hereunder without the prior written consent of the Park Board, which consent may be arbitrarily withheld
[Hastings] See Below: The Association shall not assign its rights or obligations hereunder without the prior written consent of the Park Board, which consent may be arbitrarily withheld.

22. MISCELLANEOUS

22.11 Independent Legal Advice

[Killarney] No Changes
[Thunderbird] 22.11 Independent Legal Advice Each of the parties acknowledge that they have been advised to obtain and have been afforded sufficient opportunity to obtain independent legal advice prior to entering into this Agreement.

[Douglas Park] Each of the parties acknowledge that they have been advised to obtain and have been afforded sufficient opportunity to obtain independent legal advice prior to entering into this Agreement.
[Kensington] We have not been given any opportunity to review the document with a lawyer
[Kerrisdale] Each of the parties acknowledge that they have been advised to obtain and have been afforded sufficient opportunity to obtain independent legal advice prior to entering into this Agreement
[Grandview/Trout Lake] 22.11 Independent Legal Advice Each of the parties acknowledge that they have been advised to obtain and have been afforded sufficient opportunity to obtain independent legal advice prior to entering into this Agreement.
[Hastings] See Below: Each of the parties acknowledge that they have been advised to obtain and have been afforded sufficient opportunity to obtain independent legal advice prior to entering into this Agreement.

22. MISCELLANEOUS

22.12 Collective Agreements

[Killarney] No Changes
[Thunderbird] 22.12 Collective Agreements The Association acknowledges and agrees that nothing in this Agreement supersedes any duties and responsibilities of the Park Board or the City under any and all collective agreements with trade unions certified to represent employees of the Park Board or City.
[Douglas Park] The Association acknowledges and agrees that nothing in this Agreement supersedes any duties and responsibilities of the Park Board or the City under any and all collective agreements with trade unions certified to represent employees of the Park Board or City.
[Kerrisdale] The Association acknowledges and agrees that nothing in this Agreement supersedes any duties and responsibilities of the Park Board or the City under any and all collective agreements with trade unions certified to represent employees of the Park Board or City.
[Grandview/Trout Lake] 22.12 Collective Agreements The Association acknowledges and agrees that nothing in this Agreement supersedes any duties and responsibilities of the Park Board or the City under any and all collective agreements with trade unions certified to represent employees of the Park Board or City.
[Hastings] See Below: The Association acknowledges and agrees that nothing in this Agreement supersedes any duties and responsibilities of the Park Board or the City under any and all collective agreements with trade unions certified to represent employees of the Park Board or City.

22. MISCELLANEOUS

22.13 City as Public Body

[Killarney] No changes
[Thunderbird] 22.13 City as Public Body The parties to this Agreement each acknowledge that the City is subject to the provisions of the Freedom of Information and Protection of Privacy Act (British Columbia), as the same may be amended or superseded from time to time ("FOIPPA") and that as a public body under FOIPPA, the City may be requested to disclose confidential information provided to it by the Association and other CCAs, including budgets and records of revenue and expenses. The Association agrees that any such disclosure by the City will not constitute a breach of the City's obligations hereunder. TO EVIDENCE THIS AGREEMENT the authorized signatories of each of the

<p>parties have executed this agreement to be effective as of the Effective Date. CITY OF VANCOUVER as represented by its BOARD OF PARKS AND RECREATION by its authorized signatory: Signature Thunderbird Neighbourhood Association its authorized signatories: Print Name and Title Signature Print Name and Title Signature Print Name and Title Approved by resolution of the Board of Parks and Recreation on < 7insert date>.</p>
<p>[Douglas Park] The parties to this Agreement each acknowledge that the City is subject to the provisions of the Freedom of Information and Protection of Privacy Act (British Columbia), as the same may be amended or superseded from time to time ("FOIPPA") and that as a public body under FOIPPA, the City may be requested to disclose confidential information provided to it by the Association and other CCAs, including budgets and records of revenue and expenses. The Association agrees that any such disclosure by the City will not constitute a breach of the City's obligations hereunder.</p>
<p>[Kerrisdale] The parties to this Agreement each acknowledge that the City is subject to the provisions of the Freedom of Information and Protection of Privacy Act (British Columbia), as the same may be amended or superseded from time to time ("FOIPPA") and that as a public body under FOIPPA, the City may be requested to disclose confidential information provided to it by the Association and other CCAs, including budgets and records of revenue and expenses. The Association agrees that any such disclosure by the City will not constitute a breach of the City's obligations hereunder. TO EVIDENCE THIS AGREEMENT the authorized signatories of each of the parties have executed this agreement to be effective as of the Effective Date. CITY OF VANCOUVER as represented by its BOARD OF PARKS AND RECREATION by its authorized signatory: Signature [ASSOCIATION] by its authorized signatories: Print Name and Title Signature Print Name and Title Signature Print Name and Title Approved by resolution of the Board of Parks and Recreation on < 7insert date>.</p>
<p>[Grandview/Trout Lake] 22.13 City as Public Body The parties to this Agreement each acknowledge that the City is subject to the provisions of the Freedom of Information and Protection of Privacy Act (British Columbia), as the same may be amended or superseded from time to time ("FOIPPA") and that as a public body under FOIPPA, the City may be requested to disclose confidential information provided to it by the Association and other CCAs, including budgets and records of revenue and expenses. The Association agrees that any such disclosure by the City will not constitute a breach of the City's obligations hereunder.</p>
<p>[Hastings] See Below: The parties to this Agreement each acknowledge that the City is subject to the provisions of the Freedom of Information and Protection of Privacy Act (British Columbia), as the same may be amended or superseded from time to time ("FOIPPA") and that as a public body under FOIPPA, the City may be requested to disclose confidential information provided to it by the Association and other CCAs, including budgets and records of revenue and expenses. The Association agrees that any such disclosure by the City will not constitute a breach of the City's obligations hereunder.</p>

22. APPENDIX B – ACCESS POLICY

OneCard

<p>[Thunderbird] Appendix B Access Policy Policy for public access to the Jointly Operated Facilities is set by the Park Board. The current policy, which may be amended or updated from time to time through the Term of this Agreement at the discretion of the Park Board, is set out below. OneCard • OneCards issued from the Jointly Operated Facilities will be co-branded with the Park</p>
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Board logo and Association logo and all access and use products (i.e. Flexipass, LAP, etc.) will be loaded on to a user's OneCard.
[Douglas Park] OneCards issued from the Jointly Operated Facilities will be co-branded with the Park Board logo and Association logo and all access and use products (i.e. Flexipass, LAP, etc.) will be loaded on to a user's OneCard.
[Kensington] does this mean the one card with my centre's logo on it is only good for my centre?
[Kerrisdale] OneCards issued from the Jointly Operated Facilities will be co-branded with the Park Board logo and Association logo and all access and use products (i.e. Flexipass, LAP, etc.) will be loaded on to a user's OneCard.
[West Point Grey] At Appendix B, insert above the sub-section titled "OneCard", at the preamble paragraph on top of the page, and after the phrase "at the discretion of the Park Board", the following: "and with prior consultation with the Association" so the full paragraph reads as follows: Policy for public access to the Jointly Operated Facilities is set by the Park Board. The current policy, which may be amended or updated from time to time through the Term of this Agreement at the discretion of the Park Board, and with prior Consultation with the Association, is set out below.
[Killarney] Since there is no space to comment on the opening paragraph, I will do it here. In the last sentence after Park Board, add "and with prior agreement of the association" is set out below. No changes to One Card
[Hastings] See Below: B. APPENDIX B: Reimbursement to HCA for Flexipass use for HCA-run Fitness Centre 1. the preamble paragraph on the top of the page: insert, after the phrase "at the discretion of the Park Board", the following: "and with prior consultation with the Association" 2. the last bullet under the section titled "Flexipass"; insert the following: "exclusively except in situations where the Association has made a donation in relation to its own product (eg. fitness centre cards)" 3. To the 2nd page add: 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 applicable CCA notwithstanding any discounts the Park Board may have applied to the purchase of the Flexipass. 4. The bill-back formula on the second page is acceptable in principle, but we are asking the HCA Fitness Committee to review. 5. Neither Party will be accountable for each other's marketing campaigns, corporate or employee discounts. Other than the LAP subsidy, the full price of the Flexipass or ten visit card will be used to calculate the reimbursement amount. 6. Re: LAP – what does "in excess of the above" refer to? What is the compensation formula?

22. APPENDIX B – ACCESS POLICY

Flexipass

[Thunderbird] Flexipass • The Association will accept Flexipasses loaded onto the OneCard at the Association run fitness centre. • The Park Board will provide a share of Flexipass revenue to the CCA as per the reimbursement rates provided in Appendix 1 attached. The reimbursement rates will be reviewed in the first year of the joint operating agreement. • The Association may continue to sell their own products (eg. fitness centre cards), but will not require their products to be used.
[Douglas Park] • The Association will accept Flexipasses loaded onto the OneCard at the Association run fitness centre. • The Park Board will provide a share of Flexipass revenue to the CCA as per the reimbursement rates provided in Appendix 1 attached. The reimbursement rates will be reviewed in the first year of the joint operating agreement. • The Association may continue to sell their own products (eg. fitness centre cards), but will not require their products to be used.
[Kensington] does not apply

[Kerrisdale] • The Association will accept Flexipasses loaded onto the OneCard at the Association run fitness centre. • The Park Board will provide a share of Flexipass revenue to the CCA as per the reimbursement rates provided in Appendix 1 attached. The reimbursement rates will be reviewed in the first year of the joint operating agreement. • The Association may continue to sell their own products (eg. fitness centre cards), but will not require their products to be used.
[West Point Grey] At Appendix B, under the section titled "Flexipass" , at the last bullet, insert the following: "exclusively except in situations where the Association has made a donation in relation to its own product (eg. fitness centre cards)" , so the full content of that bullet reads as follows: • The Association may continue to sell their own products (eg. fitness centre cards), but will not require their products to be used exclusively except in those situations where the Association has made a donation in relation to its own product.
Wording changed - The Park Board will provide a share of the Flexipass revenue to the CCA as per the reimbursement rates provided in Appendix A. notwithstanding any promotional, corporate or employee discount the Park Board may have applied to any Flexipass or 10 visit passes sold.
[Hastings] See Below: B. APPENDIX B: Reimbursement to HCA for Flexipass use for HCA-run Fitness Centre 1. the preamble paragraph on the top of the page: insert, after the phrase "at the discretion of the Park Board", the following: "and with prior consultation with the Association" 2. the last bullet under the section titled "Flexipass"; insert the following: "exclusively except in situations where the Association has made a donation in relation to its own product (eg. fitness centre cards)" 3. To the 2nd page add: 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 applicable CCA notwithstanding any discounts the Park Board may have applied to the purchase of the Flexipass. 4. The bill-back formula on the second page is acceptable in principle, but we are asking the HCA Fitness Committee to review. 5. Neither Party will be accountable for each other's marketing campaigns, corporate or employee discounts. Other than the LAP subsidy, the full price of the Flexipass or ten visit card will be used to calculate the reimbursement amount. 6. Re: LAP – what does "in excess of the above" refer to? What is the compensation formula?

22. APPENDIX B – ACCESS POLICY

Leisure Access Program

[Strathcona] Last bullet. PB needs to clearly state to how and how much they will financially compensate in addition to the 50% subsidy for one program/season/person. Need much more clarity on how much PB will subsidize. If they will subsidize 50% of all programs for LAC members, it should be clearly stated. If it's less than that, it should be clearly set out.
[Thunderbird] Leisure Access Program • The Association will accept the Leisure Access Program ("LAP") passes (for fitness and all Programming) loaded onto OneCards of residents approved by the Park Board. • The Park Board will accept LAP for swimming, skating and fitness programs and other Park Board services, as determined by the Park Board. • The current LAP subsidy consists of: <ul style="list-style-type: none"> o 50% off the daily Park Board drop-in fee for all fitness centres and 50% off the adult Flexipass rate for all fitness centres; and o 50% off the Programming rate for one program per person, per season, per centre so long as a program's minimum registration is met; • The LAP does not apply to private lessons, special events, or Licensed Childcare. • The LAP does not preclude other subsidy programs. • The Park Board agrees to financially compensate the Association for any registration in excess of the above.
[Douglas Park] • The Association will accept the Leisure Access Program ("LAP") passes (for fitness and all Programming) loaded onto OneCards of residents approved by the Park Board. • The Park

Board will accept LAP for swimming, skating and fitness programs and other Park Board services, as determined by the Park Board. • The current LAP subsidy consists of: o 50% off the daily Park Board drop-in fee for all fitness centres and 50% off the adult Flexipass rate for all fitness centres; and o 50% off the Programming rate for one program per person, per season, per centre so long as a program's minimum registration is met; • The LAP does not apply to private lessons, special events, or Licensed Childcare. • The LAP does not preclude other subsidy programs. • The Park Board agrees to financially compensate the Association for any registration in excess of the above.
[Kensington] we have a LAC policy as long as the program is viable
[Kerrisdale] • The Association will accept the Leisure Access Program ("LAP") passes (for fitness and all Programming) loaded onto OneCards of residents approved by the Park Board. • The Park Board will accept LAP for swimming, skating and fitness programs and other Park Board services, as determined by the Park Board. • The current LAP subsidy consists of: o 50% off the daily Park Board drop-in fee for all fitness centres and 50% off the adult Flexipass rate for all fitness centres; and o 50% off the Programming rate for one program per person, per season, per centre so long as a program's minimum registration is met; • The LAP does not apply to private lessons, special events, or Licensed Childcare. • The LAP does not preclude other subsidy programs. • The Park Board agrees to financially compensate the Association for any registration in excess of the above.
Last bullet revised: The Park Board agrees to financially compensate the Association for revenue lost should the LAP subsidy be incorrectly applied to the registration.
[Hastings] See Below: B. APPENDIX B: Reimbursement to HCA for Flexipass use for HCA-run Fitness Centre 1. the preamble paragraph on the top of the page: insert, after the phrase "at the discretion of the Park Board", the following: "and with prior consultation with the Association" 2. the last bullet under the section titled "Flexipass"; insert the following: "exclusively except in situations where the Association has made a donation in relation to its own product (eg. fitness centre cards)" 3. To the 2nd page add: 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 applicable CCA notwithstanding any discounts the Park Board may have applied to the purchase of the Flexipass. 4. The bill-back formula on the second page is acceptable in principle, but we are asking the HCA Fitness Committee to review. 5. Neither Party will be accountable for each other's marketing campaigns, corporate or employee discounts. Other than the LAP subsidy, the full price of the Flexipass or ten visit card will be used to calculate the reimbursement amount. 6. Re: LAP – what does "in excess of the above" refer to? What is the compensation formula?

22. APPENDIX B – ACCESS POLICY

Reimbursement to CCA for Flexipass Use at CCA –Run Fitness Centres

[Douglas Park] Attendance attrition is well known in the fitness industry (http://www.ptdirect.com/training-design/exercise-behaviour-and-adherence/attendance-adherence-drop-out-and-retention-patterns-of-gym-members) Because of this, actual activenet data on flexipass usage should be used to determine what real average use of a flexipass is. It is entirely likely that flexipasses are used far less than twice a week on average over time.
[Kerrisdale] REPLACE WITH 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 applicable CCA notwithstanding any discounts the Park Board may have applied to the purchase of the Flexipass.
[Thunderbird] 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 applicable CCA not withstanding any discounts the Park Board may have applied to the purchase of the Flexipass. 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 Reimbursement amount per use (average) \$4.69 \$3.02 \$2.67 \$2.10 YOUTH 10 visit 1 month 3 months 12 months 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 Reimbursement amount per use (average) \$3.35 \$2.11 \$1.87 \$1.47 SENIOR 10 visit 1 month 3 months 12 months 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 Reimbursement amount per use (average) \$3.35 \$2.11 \$1.87 \$1.47 • The methodology used for calculating the "cost per use" above is as follows: o (1) divide the price of the pass by the number of days (30 days/month, 90 days/3 months, 365 days per year), then o (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: • 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 CCARun fitness centres. • 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. • Neither Party will be accountable for each other's marketing campaigns, corporate or employee discounts. Other than the LAP subsidy, the full price of the Flexipass or ten visit card will be used to calculate the reimbursement amount.

[Douglas Park] 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 applicable CCA notwithstanding any discounts the Park Board may have applied to the purchase of the Flexipass. • The methodology used for calculating the "cost per use" above is as follows: o (1) divide the price of the pass by the number of days (30 days/month, 90 days/3 months, 365 days per year), then o (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: • 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 CCARun fitness centres. • 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.

[Kensington] does not apply

[Kerrisdale] 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 applicable 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 Reimbursement amount per use (average) \$4.69 \$3.02 \$2.67 \$2.10

YOUTH 10 visit 1 month 3 months 12 months 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 Reimbursement amount per use (average) \$3.35 \$2.11 \$1.87 \$1.47

SENIOR 10 visit 1 month 3 months 12 months 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 Reimbursement amount per use (average) \$3.35 \$2.11 \$1.87 \$1.47

- The methodology used for calculating the "cost per use" above is as follows:
 - o (1) divide the price of the pass by the number of days (30 days/month, 90 days/3 months, 365 days per year), then
 - o (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:

- 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 CCARun fitness centres.
- 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.

[West Point Grey] At Appendix B, under the section titled Reimbursement to CCA for Flexipass Use at CCA-Run Fitness Centre, insert the following at the end of the first paragraph: "notwithstanding any discounts the Park Board may have applied to the purchase of the Flexipass.", so the full paragraph will read as follows: 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 applicable CCA, notwithstanding any discounts the Park Board may have applied to the purchase of the Flexipass.

[Hastings] See Below: B. APPENDIX B: Reimbursement to HCA for Flexipass use for HCA-run Fitness Centre

1. the preamble paragraph on the top of the page: insert, after the phrase "at the discretion of the Park Board", the following: "and with prior consultation with the Association"
2. the last bullet under the section titled "Flexipass"; insert the following: "exclusively except in situations where the Association has made a donation in relation to its own product (eg. fitness centre cards)"
3. To the 2nd page add: 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 applicable CCA notwithstanding any discounts the Park Board may have applied to the purchase of the Flexipass.
4. The bill-back formula on the second page is acceptable in principle, but we are asking the HCA Fitness Committee to review.
5. Neither Party will be accountable for each other's marketing campaigns, corporate or employee discounts. Other than the LAP subsidy, the full price of the Flexipass or ten visit card will be used to calculate the reimbursement amount.
6. Re: LAP – what does "in excess of the above" refer to? What is the compensation formula?

22. APPENDIX D- OPERATIONAL DETAILS FOR ACTIVENET

More detail re: privacy & intellectual property; governed by FOIPPA
<p>[Thunderbird] Operational Details for ActiveNet The parties agree the ActiveNet will be used at the Jointly Operated Facilities in accordance with the following practices: (a) ActiveNet will be used at the Jointly Operated Facilities for administrative functions, including to process, record, and store registration information for Programming, to process and record payments of Facility-Generated Revenue, customer account inquiries, and front desk and customer service administration. The functions and modules currently processed through ActiveNet (and previously processed through the Safari system) shall continue to be processed through ActiveNet, consistent with the existing practices of the parties; (b) the City/Park Board will collect Facility-Generated Revenue on behalf of the Association through ActiveNet; (c) payment in all forms (cheques, cash, credit, debit) for Programming, services, rentals, childcare, memberships and any other activity provided by the Associations and administered with the support of Park Board or City staff will continue to be processed through ActiveNet, as is currently the case; (d) the Park Board/City will remit the Facility-Generated Revenue to the Association, subject only to Authorized Deductions, on the current bi-weekly schedule of payments unless a different schedule of payments is agreed to by the parties; (e) except for the Authorized Deductions, the Park Board/City will not withhold payment of any Facility-Generated Revenue to the Association through ActiveNet for any reason without the Association's written consent; (f) within the limits of ActiveNet functionality, the City/Park Board will provide to or make available to the Association timely ActiveNet reports on Facility-Generated Revenue, payments, deductions, refunds, and taxes by providing ActiveNet logins and training to Association and/or by scheduling reports to be automatically sent to Association; (g) the Association will meet with the Park Board and/or City to resolve non-technical issues within 15 business days of a request by the Park Board; (h) the City/Park Board meet with the Association within 15 business days of a request by the CCAs to resolve non-technical issues and make changes to resolve the issues raised by the CCAs or any of them, unless the requested change has been demonstrated by the City and/or the Park Board to not be practically feasible; (i) the Park Board/City will continue to provide technical support to the Association for ActiveNet and work with ActiveNet to ensure technical support is available to resolve any issues; (j) the parties will meet and provide regular and ongoing feedback to each other on how ActiveNet is working, reporting needs, financial and bookkeeping needs, and other topics; (k) either party will meet and review the payment schedule for Facility-Generated Revenue within a reasonable period of time, if requested by the other party; (l) all receipts generated through ActiveNet will bear the name of the Association and the Park Board in equal prominence, except for debit and credit card slips, which bear the name of the account and the name of the Jointly Operated Facilities; (m) individuals registering for or purchasing Programming through ActiveNet in person or online will be able to, in person and online, purchase a membership in the Association offering the Programming; and (n) The insufficient fund ("NSF") fees, if any, currently charged by Association will be maintained. The City/Park Board will collect and retain those fees, except in instances where a particular NSF fee has been waived by an Association. Each Association may waive an NSF fee on a case by case basis according to the financial needs of the individual incurring the NSF fee. (o) The Park Board and the City agree that any limitations of ActiveNet shall not constitute grounds for the Park Board or the City to interfere with the current Association practices for determining and implementing fees to be charged to patrons for Programming, services, rentals, childcare, memberships, and any other activity provided by the Association; and (p) The City and Park Board agree that, if the Association wishes to explore the option of no longer using ActiveNet for childcare administration, the City and/or Park Board will meet with the Association to discuss the</p>

implications of the Association no longer administering childcare payments and childcare registration in ActiveNet.

[Douglas Park] The parties agree the ActiveNet will be used at the Jointly Operated Facilities in accordance with the following practices: (a) ActiveNet will be used at the Jointly Operated Facilities for administrative functions, including to process, record, and store registration information for Programming, to process and record payments of Facility-Generated Revenue, customer account inquiries, and front desk and customer service administration. The functions and modules currently processed through ActiveNet (and previously processed through the Safari system) shall continue to be processed through ActiveNet, consistent with the existing practices of the parties; (b) the City/Park Board will collect Facility-Generated Revenue on behalf of the Association through ActiveNet; (c) payment in all forms (cheques, cash, credit, debit) for Programming, services, rentals, childcare, memberships and any other activity provided by the Associations and administered with the support of Park Board or City staff will continue to be processed through ActiveNet, as is currently the case; (d) the Park Board/City will remit the Facility-Generated Revenue to the Association, subject only to Authorized Deductions, on the current bi-weekly schedule of payments unless a different schedule of payments is agreed to by the parties; (e) except for the Authorized Deductions, the Park Board/City will not withhold payment of any Facility-Generated Revenue to the Association through ActiveNet for any reason without the Association's written consent; (f) within the limits of ActiveNet functionality, the City/Park Board will provide to or make available to the Association timely ActiveNet reports on Facility-Generated Revenue, payments, deductions, refunds, and taxes by providing ActiveNet logins and training to Association and/or by scheduling reports to be automatically sent to Association; (g) the Association will meet with the Park Board and/or City to resolve non-technical issues within 15 business days of a request by the Park Board; (h) the City/Park Board meet with the Association within 15 business days of a request by the CCAs to resolve non-technical issues and make changes to resolve the issues raised by the CCAs or any of them, unless the requested change has been demonstrated by the City and/or the Park Board to not be practically feasible; (i) the Park Board/City will continue to provide technical support to the Association for ActiveNet and work with ActiveNet to ensure technical support is available to resolve any issues; (j) the parties will meet and provide regular and ongoing feedback to each other on how ActiveNet is working, reporting needs, financial and bookkeeping needs, and other topics; (k) either party will meet and review the payment schedule for Facility-Generated Revenue within a reasonable period of time, if requested by the other party; (l) all receipts generated through ActiveNet will bear the name of the Association and the Park Board in equal prominence, except for debit and credit card slips, which bear the name of the account and the name of the Jointly Operated Facilities; (m) individuals registering for or purchasing Programming through ActiveNet in person or online will be able to, in person and online, purchase a membership in the Association offering the Programming; and (n) The insufficient fund ("NSF") fees, if any, currently charged by Association will be maintained. The City/Park Board will collect and retain those fees, except in instances where a particular NSF fee has been waived by an Association. Each Association may waive an NSF fee on a case by case basis according to the financial needs of the individual incurring the NSF fee. (o) The Park Board and the City agree that any limitations of ActiveNet shall not constitute grounds for the Park Board or the City to interfere with the current Association practices for determining and implementing fees to be charged to patrons for Programming, services, rentals, childcare, memberships, and any other activity provided by the Association; and (p) The City and Park Board agree that, if the Association wishes to explore the option of no longer using ActiveNet for childcare administration, the City and/or Park Board will meet with the Association to discuss the

implications of the Association no longer administering childcare payments and childcare registration in ActiveNet.

[Kensington] Active net/city of Vancouver are with holding monies paid to the association until the activity has occurred. This is association income not city income and should be remitted to the association upon payment.

[Kerrisdale] The parties agree the ActiveNet will be used at the Jointly Operated Facilities in accordance with the following practices: (a) ActiveNet will be used at the Jointly Operated Facilities for administrative functions, including to process, record, and store registration information for Programming, to process and record payments of Facility-Generated Revenue, customer account inquiries, and front desk and customer service administration. The functions and modules currently processed through ActiveNet (and previously processed through the Safari system) shall continue to be processed through ActiveNet, consistent with the existing practices of the parties; (b) the City/Park Board will collect Facility-Generated Revenue on behalf of the Association through ActiveNet; (c) payment in all forms (cheques, cash, credit, debit) for Programming, services, rentals, childcare, memberships and any other activity provided by the Associations and administered with the support of Park Board or City staff will continue to be processed through ActiveNet, as is currently the case; (d) the Park Board/City will remit the Facility-Generated Revenue to the Association, subject only to Authorized Deductions, on the current bi-weekly schedule of payments unless a different schedule of payments is agreed to by the parties; (e) except for the Authorized Deductions, the Park Board/City will not withhold payment of any Facility-Generated Revenue to the Association through ActiveNet for any reason without the Association's written consent; (f) within the limits of ActiveNet functionality, the City/Park Board will provide to or make available to the Association timely ActiveNet reports on Facility-Generated Revenue, payments, deductions, refunds, and taxes by providing ActiveNet logins and training to Association and/or by scheduling reports to be automatically sent to Association; (g) the Association will meet with the Park Board and/or City to resolve non-technical issues within 15 business days of a request by the Park Board; (h) the City/Park Board meet with the Association within 15 business days of a request by the CCAs to resolve non-technical issues and make changes to resolve the issues raised by the CCAs or any of them, unless the requested change has been demonstrated by the City and/or the Park Board to not be practically feasible; (i) the Park Board/City will continue to provide technical support to the Association for ActiveNet and work with ActiveNet to ensure technical support is available to resolve any issues; (j) the parties will meet and provide regular and ongoing feedback to each other on how ActiveNet is working, reporting needs, financial and bookkeeping needs, and other topics; (k) either party will meet and review the payment schedule for Facility-Generated Revenue within a reasonable period of time, if requested by the other party; (l) all receipts generated through ActiveNet will bear the name of the Association and the Park Board in equal prominence, except for debit and credit card slips, which bear the name of the account and the name of the Jointly Operated Facilities; (m) individuals registering for or purchasing Programming through ActiveNet in person or online will be able to, in person and online, purchase a membership in the Association offering the Programming; and (n) The insufficient fund ("NSF") fees, if any, currently charged by Association will be maintained. The City/Park Board will collect and retain those fees, except in instances where a particular NSF fee has been waived by an Association. Each Association may waive an NSF fee on a case by case basis according to the financial needs of the individual incurring the NSF fee. (o) The Park Board and the City agree that any limitations of ActiveNet shall not constitute grounds for the Park Board or the City to interfere with the current Association practices for determining and implementing fees to be charged to patrons for Programming, services, rentals, childcare, memberships, and any other activity provided by the Association; and (p) The City and Park

Draft 2 JOA Introduction

Board agree that, if the Association wishes to explore the option of no longer using ActiveNet for childcare administration, the City and/or Park Board will meet with the Association to discuss the implications of the Association no longer administering childcare payments and childcare registration in ActiveNet.

[Hastings] See Below: 1. See new definition for Facility Generated Revenue that encompasses only revenue that is processed through AN. 2. Unless HCA indicates otherwise at HCA's sole discretion, HCA childcare registration and fees will be processed through AN. 3. The terms should include that HCA will have direct access to all program and membership information including contact details of members held in the AN system. 4. Is "f" consistent with the AN Agreement? Need to define "timely" as per current practice.

Strathcona Appendix SCCA reply October 18, 2016

Strathcona - APPENDIX C - Topics and Financial Matters Specific to Association

1. The Strathcona Community Centre is located on Vancouver School Board ("VSB") Land, which is leased by the Park Board. As specified in the lease agreement with the VSB, building services such as maintenance, preventative maintenance and janitorial services and supplies for the community centre is the responsibility of the VSB.
2. Some Association-run Licensed Childcare is operated in the childcare portable building on the site. The portable is owned by the City of Vancouver and is located on VSB land. The City/Park Board is responsible for preventative maintenance and facility repairs for the portable building. Janitorial services are provided by VSB.
3. The Association currently uses two racquet courts located outside of the Jointly Operated Facilities for storage purposes. The Park Board consents to this use, but the Association agrees that the Park Board may require the Association to vacate the space and remove its items if another storage location can be found. [The current Appendix A shows that the basement is in the JOF. We need to update update Appendix A and clarify what is in and what is out of the JOF]
4. When the parties sign a written agreement for the transfer of operations of the Fitness Centre from the Association to the Park Board, the Fitness Centre will then be located outside of the Jointly Operated Facilities, and the Appendix A will be amended to remove the Fitness Centre from the Jointly Operated Facilities.
5. Some Licensed Childcare space is located in the Jointly Operated Facilities in the portable building located on the Strathcona Community Centre site, adjacent to the community centre building. The Association operates Licensed Childcare from this site, from other sites in the Jointly Operated Facilities and from the Strathcona Elementary School Satellite Locations. The Association is responsible for these Licensed Childcare operations. For greater certainty, as of the Effective Date "Satellite Locations" include rooms and spaces in the adjacent Strathcona Elementary School, which is owned by the VSB. [The current Appendix A does not include the childcare portable the JOF. We need to update update Appendix A and clarify what is in and what is out of the JOF]
6. The Park Board will continue to provide the Association with \$49,700 annual funding under the line item "Lessons, Supplies and Services", which has been provided annually since the early 1980's. In addition, the Park Board will provide an additional \$25,000 annual funding during the term of the Agreement for a total of \$74,700 annual funding under the line item "Lessons, Supplies and Services".
7. The Park Board will provide the Association \$40,000 annually to help fund the Association's Food Security Coordinator position.
8. The Park Board will provide the Association \$135,000 annually to develop and help fund a Participation Fund which will provide subsidies for Strathcona Community Centre patrons who cannot afford to pay the full fee for program registration.
9. The Association owns the 24-passenger bus that is uses in connection with the provision of Programming or services from the Jointly Operated Facilities.

This Appendix C may be adjusted by the parties at any time, upon mutual agreement, as practices or operations of the parties may change over time.

APPENDIX 1 – SUMMARY OF CHANGES FROM DRAFT 2 JOA

This appendix contains a summary of Vancouver Park Board changes to Draft 2 Joint Operating Agreement (JOA) for the final JOA in response to CCA input. These are the highlights where feedback was incorporated into the Final Joint Operating Agreement and does not include existing language that was kept from Draft 2, wording changes related to wordsmithing, changes to increase readability of the document or clarifications.

Whereas:

- The Community Centre Association (CCA) or the Association is defined as a valuable community-based “registered society with an elected Board of Directors” rather than a “non-profit entity” to better define the Association.
- The mutual interest of the parties, to work cooperatively to ensure the successful and financially sustainable offering of Programming and services from the Jointly Operated Facilities, was included.
- Acknowledgment that this Joint Operating Agreement (JOA) or the Agreement replaces the previous joint operating agreement was included.

1. Definitions:

- (b) “Applicable laws” was revised to specify that policies include governmental policies.
- (e) “Association staff” has been changed to “Association Personnel” throughout the document to include staff, volunteers and contractors in one group.
- (f.iii) Under “Authorized Deductions,” the addition of “any applicable Registration subscription fee on transactions that are processed through the Registration System” was added for clarity.
- (g) A definition of “Breaches” was added.
- (j) A definition of “City Networks” was added to include all wired and wireless information networks for City information technology operations.
- (k) A definition of “Centrally Processed Revenue” was added and referenced throughout the document. Centrally Processed Revenue was added to ensure clarity about Association revenue processed through the Registration System. Vending and concessions, Licensed Childcare (optionally excluded) and all donation, grant, bequest, fundraising and membership fee revenue are excluded unless the Association elects to process such revenue through the Registration System. This allows differentiation from “Facility Generated Revenue”.
- (l) A definition of “Common Spaces” was added to define interior areas of the Entire Facility that are used to access Jointly Operated Facilities (e.g., hallways and washrooms). Common Spaces are to be used in accordance with the current practice of the parties.
- (m) “Community Centre Investment Fund” is noted to be discussed further in Section 14.5 to increase clarity.
- (p) “Effective Date” has been changed from April 1, 2017 to June 1, 2017 to allow sufficient time between the new signing date of March 1, 2017 and implementation.
- (r) The definition of “Facility-Generated Revenue” has been adjusted to exclude bequests or revenue generated from Programming and services at Satellite Locations offered independently by the Association without the involvement or assistance of the Park Board or Park Board Personnel. This ensures that in addition to the previously stated types of revenue, bequests and Programming and Services not related to the Park Board are also exempt from calculations of surplus revenue (also referred to from time to time between the parties as “retained earnings”).
- (t) A definition of “Fixtures” was added to clarify what equipment and assets the Association owns.
- (v) A definition of “Identity Management” was added to describe how access is controlled in an IT system.
- (w) A definition of “Indemnity Agreement” was added to reference the existing Agreement.
- (X) A reference to the definition of “IT Assets” in Section 16.2 was added to include information technology infrastructure.

- (ff) The definition of “Park Board Employees” was changed to “Park Board Personnel” to better reflect a more inclusive term for contractors retained by the City to provide services to or on behalf of the Park Board.
- (ii) The definition of “Public Policy” was adjusted to specify Park Board “Commissioners.” This change was made to reflect the specific role of the Park Board Commissioners in setting policy, priorities and objectives for the recreation system.
- (ll) A definition of “Renewal Term” was added to clarify that the meaning is discussed in Section 3.2.
- (mm) The definition of “Satellite Locations” was clarified with regards to the level of Park Board staff assistance.
- (pp) “Retained Earnings” has been changed to “Surplus Revenue”.
- (tt) A new definition of “Vending Contracts” was added.

2. Legal Relationship

- The description of Legal Relationship was amended to specify that, once fully executed, the Park Board is granting to the Association the rights to non-exclusive use and occupation of the Jointly Operated Facilities on and subject to the terms and conditions set out in the Joint Operating Agreement.

3. Term of Agreement

3.1 Term

- Reference to the termination or adjustment of the Agreement was included in the Term section to reflect that term and termination are connected; however, further discussion of termination is noted at the end of the JOA to reflect that it is a provision for the end of the Agreement.

3.2 Renewal

- Renewal was changed to clarify that the parties shall have two consecutive options to renew the JOA.
- Use of System-wide Planning Sessions was added as a mechanism to discuss amendments to operations unique to each Community Centre. Amendments unique to each Community Centre or Appendices will be addressed by the Park Board and the CCA directly.

3.3 Process at End of Agreement

- Section 3.3 End of Term was added to provide clarification about activities at end of term or Agreement.
- The new Section 3.3 End of Term describes the rights of the Park Board and the Association in the event of non-renewal or termination. This addition specifies that all outstanding payments between the parties will become immediately due and payable and subject to withholding. Additionally, text was added to ensure that the parties work cooperatively to transition operations to ensure minimal disruption to the public in the event of non-renewal or termination.
- A clause that allows for any new agreement to be substantially based on the form of the current Agreement was added. This was to provide assurance that the parties can base the new agreement at the end of the term on the current or preceding Agreement if it has been appropriately agreed to by both parties.

4. Association Governance

- (a) Due to adopting the reference to “Registered Society” the stipulation that Association will maintain its status as a not-for-profit society and agrees that, without the prior consent of the Park Board, will not make an application to become a “member-funded-society” pursuant to the Society Act was added.

- A new section was added to clarify that the Park Board agrees that the Association is a registered society and is bound by the terms of the Society Act and will not require the Association to act in contravention of the Society Act. The process for solving such an issue should it arise is outlined. This includes that the parties will agree on an alternate course of action that is in compliance with the Society Act. The process for invoking the dispute resolution mechanism and arbitration is outlined.

5. General Obligations and roles of the parties

5.1 Mutual Obligations

- No substantial changes were made.

5.2 Role of the Park Board

- (f) Park Board Personnel was added to clarify the responsibility of the Park Board with respect to operations at the Jointly Operated Facilities.
- (h) Input from the Association will be considered in accordance with Section 13.1 to increase Association input into the Park Board budget process (operating and capital).

5.3 Role of the Association

- “With respect to operations at or from the Jointly Operated Facilities” was added to increase clarity for the scope of the Agreement.
- (b) That the Association is responsible for “The staffing and directing of Association Staff, volunteers and contractors [...] including the scheduling of personnel and volunteers and scheduling of vacations taking into consideration the operational requirements of the Jointly Operated Facilities” was added to increase clarity.
- “For greater certainty, this Agreement is not intended to restrict or limit the Association from conducting other activities which are outside the scope of this Agreement, including community advocacy” was added to provide reassurance that activities out the scope of this Agreement are not limited.

6. Policies and Procedures

6.1 Corporate and Governance Policies

- Park Board Employees was changed to “Personnel”.

6.2 Changes to Public Policy

- If Public Policy is amended was added to allow for amendments to Public Policy as well as changes and revisions.

7. Programming

7.1 Access to Programming and the Jointly Operated Facilities

- The scope of Public Policy was clarified.

7.2 Programming Responsibilities

- The use of “other areas of the Entire Facility outside of the Jointly Operated Facilities” with prior written approval of the Park Board was added.

7.3 System-wide Programs

- The definition of System-wide Programs was clarified, including the addition of programming cycles and the process for scheduling and implementation of System-wide Programs (through the normal Programming Committee process).
- It was added that where possible the Park Board will notify the Association of which System-wide Programs will be implemented for a particular Programming registration cycle.
- It was added that the Park Board will reimburse the Association within a reasonable period of time for out-of-pocket costs incurred for equipment or supplies.
- That the Park Board will undertake a regular review of outcomes associated with System-wide Programs in collaboration with the Association was included.

7.4 Quality Control and Evaluation

- That the parties will work together to implement quality control mechanisms was added.

8. Association Membership

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

9. Use Allocation for Jointly Operated Facilities

- Priority in the allocation of space in Jointly Operated Facilities was added to ensure that not-for-profit community organizations with recreation, culture or arts purposes are prioritized over other not-for-profit community organizations.
- The Park Board or City of Vancouver will pay for additional out-of-cost expenses incurred by the Association related to priority short term, reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities.
- For clarity, the Park Board and City of Vancouver are not required to compensate the CCA for lost opportunity or revenue for use of priority, short term reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities.
- Any long term agreements approved after the effective date of the JOA will be noted in Appendix C.

10. Childcare

- The Association shall ensure standards and Applicable Laws are met.

11. Affiliated Groups

- A section about Affiliated Groups was added to specify that the Association may enter into arrangements for use of space in the Jointly Operated Facilities with other community-focused groups or clubs.
- The Association may not grant rights to use of space located outside of the Jointly Operated Facilities or place obligations on the Park Board without prior written consent.
- A clause was added stating that any arrangements between the Association and an affiliated group are subject to the terms and conditions of the Agreement.

12. Human Resources

12.1 Association Personnel and Volunteers

- Association “Employees” was changed to “Personnel” throughout the clause to be inclusive of staff, volunteers and contractors.
- Breaches were clarified to include negligence or willful misconduct.

12.2 Delegation of Responsibility to Park Board

- Association “Employees” was changed to “Personnel” throughout the clause.

12.3 Park Board Personnel

- A clause referencing collective agreements, individual employment contracts, City policies and applicable legislation was added. The clause states that the Association acknowledges that the Park Board and Park Board Personnel are subject to the contracts stated above.

12.4 Role of Recreation Supervisor

- That the Recreation Supervisor “will work cooperatively with and on behalf of the Association to support the Association with delivery of its services” was clarified to reflect direction can only be provided by the employer.

12.5 Hiring Decisions

- Language was added to specify that the unique attributes, needs and nature of the Jointly Operated Facilities and the neighbourhood being served will be considered when considering the qualifications, knowledge and skills of the Recreation Supervisor.

12.6 Feedback and Issue Management

- The Association may provide feedback on the performance of the Recreation Supervisor when deemed necessary by the Association (and annually for performance reviews).

13. Renovations and Maintenance

13.1 Renovations, Upgrades and Maintenance of Jointly Operated Facilities

- For clarity, it was added that the Park Board has conducted building condition assessment for assets which are updated periodically and on a scheduled basis. Maintenance, upgrades and repair plans are based on the reports of building condition assessments.
- A more detailed clause outlining the process for CCAs to provide input into annual priorities for maintenance, repair and upgrades at the Jointly Operated Facilities and Common Spaces was added.
- The Park Board will share the list of annual priorities and anticipated maintenance, repair and upgrade work to be carried out at the Jointly Operated Facilities and Common Spaces, and will work with the Association to determine appropriate scheduling of the planned work and manage impacts.
- The Park Board will work with the Association to facilitate optional enhancement projects not within the scope of the annual repair, maintenance and upgrade plans; however, final decisions for optional enhancement projects rest with the Park Board.

13.2 Maintenance of Other Assets

- No substantial changes were made.

13.3 Planning for Surrounding Areas

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

13.4 Art Installations and Murals

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

12.4 Vehicles

- Language was added to include that costs for vehicles that will be the responsibility of the Association will be discussed in advance and before they are incurred.

14. Finance

14.1 Revenue (a) Revenues and Cash Flow

- Items in the revenues and cash flow section were clarified, including specifying bequests.
- The definition of “Centrally Processed Revenue” was used to ensure clarity with respect to revenue received by the Association. Any unique circumstances regarding “Centrally Processed Revenue” will be noted in Appendix C.

14.1 Revenue (b) Vending Machine Revenue

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

14.1 Revenue (c) Use of Revenue

- The CCA is described as “registered not-for-profit society”.

14.2 Expenses (a) Park Board Expenses

- “Repair” was added to upkeep and maintenance for equipment in the Jointly Operated Facilities that is not Association equipment.
- That all work involving repairs or alterations be in accordance with Section 13.1 was added.

14.2 Expenses (b) Association Expenses

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

14.2 Expenses (c) Staffing Cost Recovery Payment

- A new section was added for clarity.
- To the clause stating that the Park Board commits to seeking Association approval for Staffing Cost Recovery Payment costs, “and the positions to be covered” was added along with a clause stating that the “Association will advise the Park Board of its decision to approve or not approve the costs within 60 days of such request for approval from the Park Board”.
- The Association is responsible to pay the full costs of Staffing Cost Recovery Payment employment for the full year “or a portion thereof, as applicable”.
- Billing and dispute resolution for Staffing Cost Recovery Payment was clarified.

14.3 Budgets and Records (a) Operating Budget

- It was added that “prior to the end of a Fiscal Year” the Association will develop all budgets required for operations, roles and responsibilities related to Jointly Operated Facilities for the upcoming year.
- “Upcoming” Fiscal Year budgets are applicable for this section.
- Park Board budget approval was clarified to be subject to the Park Board “Commissioners”.
- It was added that the list of maintenance, repair and upgrade items prioritized for the Jointly Operated Facilities are included in the Park Board’s annual operating budget for the Jointly Operated Facilities that is provided to the Association.

14.3 Budgets and Records (b) Capital Budgets

- No substantial changes were made.

14.3 Budgets and Records (c) Record Keeping

- Satellite Locations or other locations contemplated by this Agreement are to be included in the Association’s separate books of accounting.

14.3 Budgets and Records (d) Financial Statements

- Audited financial statements can be provided within one week after the Association’s Annual General Meeting or within 180 days of the completion of the Fiscal Year.
- Audited financial statements are to be posted in a prominent location on the Association’s website, and include grants, donations, bequests, fundraising and membership-fee-revenue and revenue generated at Satellite Locations.
- Statements will also include reports on savings and statements of Surplus Revenue.
- “Income” and “account balances” were added to “expenditures”, which the Association shall provide to the Park Board within 30 days of a request from the Park Board.

14.3 Budgets and Records (e) Surplus Revenue

- The definition of Retained Earnings was changed to “Surplus Revenue”.
- A clause was added stating that the Association may allocate up to 3 months operating costs, or \$300,000 (whichever is less) as an operating contingency that may be retained and carried forward.

14.4 Grants

- Clarity was provided that, new programs and/or capital projects require prior written approval for indemnity purposes.

- Grant revenue processed through the Registration System will be subject to Authorized Deductions.

14.5 Community Centre Investment Fund (a) Contribution to Community Centre Investment Fund

- The percentage of revenue for contribution has been stepped from 0% in the first year to 2% in the fifth year.
- Renewal terms shall be at 2% or a greater amount as agreed to prior to a Renewal Term.
- The purpose of the Investment Fund was clarified to include funding training and development, providing financial support to certain centers within the Community Centre Network, and funding System-wide Programs.
- The Community Centre Investment Fund will not be used to finance capital projects or provide supplemental funds to the budget of the Park Board.

14.5 Community Centre Investment Fund (b) Allocation of Community Centre Investment Fund

- No substantial changes were made.

14.6 Insurance

- No substantial changes were made.

14.7 Miscellaneous Operations

- No substantial changes were made.

14. Communications and Planning

- No substantial changes were made.

16. Information and Business Systems, Technology and Telecommunications

16.1 Registration System

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

16.2 Ownership of Systems

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

16.3 Security Systems

- No surveillance, security or monitoring systems or technology can be installed in Common Spaces.

16.4 Management of Data

- A new section was added stating that the parties commit to the cooperative and proper joint management of data and personal information. The parties acknowledge and agree that data and personal information collected will be managed in compliance with Applicable Laws and used for the original purpose for which it was collected.

16.5 Use of Business Systems and Information Technology

- (a) A clause was added stating that use of all IT Assets must be compliant with Applicable Laws.

17. Ownership of Community Centre Assets

17.1 Community Centre Facility

- No substantial changes were made.

17.2 Equipment and Assets

- The definition of chattels was changed to “personal property other than fixtures”.
- Equipment or assets purchased by an affiliated group, 3rd party contractor or arms-length leasing parties are not owned by the Park Board and/or the City as of the Effective Date.

18. Dispute Resolution

18.1 Dispute Resolution Process

- No substantial changes were made.

18.2 Arbitration

- No substantial changes were made.

19. Brand and Brand Protection

- No substantial changes were made.

20. Changes to Jointly Operated Facilities

20.1 Additions to Entire Facility

- No substantial changes were made.

20.2 Reduction in Jointly Operated Facilities

- No substantial changes were made.

20.3 Closure or Replacement of Jointly Operated Facilities

- A clause was added stating that prior to the termination of the JOA and the closure, reconstruction or relocation of the Jointly Operated Facilities, the Park Board, the Association and any other affected CCA will discuss the arrangements for the new or replacement facility.

20.4 Renewal and Termination of Lease

- No substantial changes were made.

21. Termination or Non-Renewal

- This section has been broken out into two sections to provide for specific provisions for Association breaches versus generally “the parties”.

21.2 Breach by Association

- It was added that the Association must make reasonable and diligent efforts to resolve the breach in a manner satisfactory to the Park Board in a timely manner.
- The Park Board may terminate this Agreement with a minimum of 90 days prior written notice in the event of a sustained, material, un-remedied breach of the Agreement.
- In the event of emergency, the Park Board may take reasonable action to cure a breach on behalf of the Association at the expiry of the notice period or sooner as may be specified in the notice of breach.
- If the Association commences to remedy the breach, it will immediately notify the Park Board of the steps it will take to remedy the breach.

21.2 Association’s Right to Terminate

- A new clause was added to specify the Association’s right to terminate the agreement.
- It was added that the Association will work cooperatively and in good faith with the Park Board to ensure minimal disruption to the public in the event of termination.

22. Notices

- Notices, approvals or requests permitted under the Agreement are to be provided in writing. Details in the event of a mail strike, slowdown, or labour dispute were included.

23. Termination of the Prior JOA

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

24. Miscellaneous

24.1 Governing Laws

- No substantial changes were made.

24.2 Enurement

- No substantial changes were made.

24.3 Severability

- No substantial changes were made.

24.4 Non-Derogation

- No substantial changes were made.

24.5 Time of the Essence

- No substantial changes were made.

24.6 Captions

- No substantial changes were made.

24.7 Interpretation

- No substantial changes were made.

24.8 Waiver

- No substantial changes were made.

24.9 Entire Agreement

- It was added 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.
- All amendments to the Agreement must be made in writing and signed by both parties.
- The Park Board has sole discretion to withhold consent for the Association to assign its rights or obligations.

24.10 Assignment

- No substantial changes were made.

24.11 Independent Legal Advice

- No substantial changes were made.

24.12 Collective Agreements

- No substantial changes were made.

24.13 City as Public Body

- No substantial changes were made.

Appendix A: Jointly Operated Facilities

- A clause was added stating that Common Spaces will continue to be used jointly by the parties in accordance with current practice.

Appendix B: Access Policy

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

Appendix D: Operational Details for ActiveNet

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

APPENDIX 2 – TRACKED CHANGE VERSION - DRAFT 2 JOA

This appendix contains a “tracked changes” version of Draft 2 JOA. The following code colours and formatting note how the current draft has changed from Draft 2.

Legend:
<u>Insertion</u>
Deletion
Moved from
<u>Moved to</u>

PARK BOARD – COMMUNITY CENTRE ASSOCIATION AGREEMENT FINAL DRAFT JOA

THIS AGREEMENT is made the ____ day of _____, 2016

BETWEEN:

The Vancouver Board of Parks and Recreation
2099 Beach Avenue
Vancouver, BC V6G 1Z4
(the “Park Board”)

AND:

The ~~[insert name]~~ Community Centre Society
~~[insert address]~~
(the “Association”)

WHEREAS:

- A. Each of Vancouver’s community centres serves as the hub of its respective neighbourhood linking residents together with resources to encourage positive health outcomes through healthy lifestyles, social connectedness and the ability to contribute to community;
- B. Community centres provide access to quality programming and services to encourage healthy lifestyles through participation in physical, recreational, cultural, educational, social and capacity-building programs for residents of the community, which are responsive to the community’s

November 30, 2016

unique needs;

- C. The Park Board is an elected board of commissioners with statutory jurisdiction over Vancouver parks, including the provision of recreational programs and facilities, setting policies and allocating budget resources and the authority to organize, conduct and contract with others for recreational programs;
- D. The City of Vancouver is the sole owner of the assets which are in the possession and control of the Park Board, including designated parks and other land, the community centre ~~building~~ buildings and other facilities and improvements located on such lands;
- E. The Association is a valuable community based ~~non-profit entity~~ registered society with an elected Board of Directors that plays an important role in contributing to the success of the Community Centre Network, including by delivering Programming and services which ensure a healthy, engaged and inclusive community;
- F. While the parties recognize the unique attributes of each community centre and neighbourhood, the Park Board and the Association agree that all residents of the City of Vancouver should have similar opportunities, regardless of gender, age, sexual orientation, ability, race, culture, faith or socio-economic status;
- G. The parties agree that it is in their mutual interest to work cooperatively to ensure the successful cooperatively to ensure the successful and financially sustainable offering of Programming and services from the Jointly Operated Facilities and to improve community engagement and participation through the Jointly Operated Facilities;
- H. ~~G.~~ This Agreement replaces the previous joint operating agreement between the parties dated (the “Prior JOA”). This updated operating agreement reflects the current working relationship of the parties and is entered into because both parties recognize and appreciate the skills and attributes contributed by the other to the provision of Programming and services to the community. This working relationship reflects a mutual acknowledgement and respect of the parties’ distinct roles and shared objectives;
- I. ~~H. This~~ The scope of this Agreement is limited to the Jointly Operated Facilities, and any additional scope (for example, parks and fieldhouses) based on current arrangements will be addressed in the appendices; and
- J. ~~I.~~ This Agreement sets out the legal relationship between the Park Board and the Association for the operation of the Jointly Operated Facilities. It also clarifies the roles of the parties and enables the Association to provide Programming and services in the Jointly Operated Facilities in support of the overall goals of the Park Board and Association and to the benefit of the residents of the City of Vancouver.

NOW THEREFORE, in consideration of the payment of ten dollars by each party to the other, and other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged and agreed to, the parties hereto agree as follows:

1. DEFINITIONS

- (a) "ActiveNet" has the meaning ascribed in Section ~~15.1~~16.1;
- (b) "Applicable Laws" means all laws, regulations and governmental policies of any governmental authority, including Park Board or City ~~bylaws, by-laws,~~ as they may be amended or replaced from time to time, and which are applicable to each of the ~~party's~~parties' operations in the Jointly Operated Facilities and the roles and responsibilities of each party under this Agreement;
- (c) "Association Board" means the Board of Directors of the Association;
- (d) "Association Equipment" has the meaning ascribed in Section ~~16.2~~17.2 of this Agreement;
- (e) "Association ~~Staff~~Personnel" has the meaning ascribed in Section ~~11.1~~12.1 of this Agreement;
- (f) "Authorized Deductions" means deductions for amounts owing by the Association in respect of:
 - (i) 3rd party provider credit, debit card or terminal transaction fees, which are 2.1% as of the Effective Date, and will be reviewed annually and adjusted, if necessary;
 - (ii) recovering revenue paid to the Association in error due to processing or calculating errors which resulted in the Association receiving revenue which it is not entitled to pursuant to this Agreement (with prior written notification);
 - (iii) any applicable Registration System subscription fee on any transactions that are processed through the Registration System ~~subscription fee on Facility Generated Revenue~~. The subscription fee is currently fixed at 1% for the term of the agreement (2014-2019) with Active Network Ltd.; and
 - (iv) any other deductions to be made from revenue and which are agreed to in writing by the Association;
- (g) "Breaches" means breaches, claims, demands, actions, and costs and expenses incurred in respect thereof;
- (h) "CCAs" means, collectively, the community centre associations which work with the Park Board pursuant to joint operating agreements and provide services in respect of the Community Centre Network;

- (i) “City” means the City of Vancouver, as a ~~Municipal Corporation~~ municipal corporation;
- (j) “City Networks” means all City owned and leased, wired and wireless, information networks used for City information technology operations, including providing information technology services for the Park Board;
- (k) “Centrally Processed Revenue” means all Association revenue processed through the Registration System, which includes all Facility-Generated Revenue, except for the following excluded items which are not processed through the Registration System: revenue from vending and concessions, and Licensed Childcare optionally excluded as set out in Appendix D(p):
- (l) “Common Spaces” means the interior areas of the Entire Facility (such as hallways and washrooms) used in common by the parties to access and use the various rooms and spaces comprising the Jointly Operated Facilities, in accordance with the current practices of the parties:
- (m) ~~(i)~~ “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 within the Community Centre Network through enhancing access to, quantity and/or quality of Programming and services delivered throughout the Community Centre Network to the benefit of the public; as further described in Section 14.5:
- (n) “Community Centre Network” means the network of community centre facilities in the City of Vancouver operated by the Park Board in conjunction with CCAs pursuant to joint operating agreements;
- (o) “Director of Recreation” means the Director of Recreation of the Park Board, and their successors or those authorized to act in their place;
- (p) “Effective Date” means ~~April~~ June 1, 2017, which is the date that this Agreement comes into effect;
- (q) “Entire Facility” means the Lands, the building and facilities commonly known as the community centre, including the Jointly Operated Facilities and the ~~Lands,~~ surrounding or adjacent parks, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, such as, without limitation, tennis courts, basketball courts, skateboard parks or field houses within or in the vicinity of the community centre and which are administered by the Park Board;

- (r) “Facility-Generated Revenue” means all revenue generated by the Association with the assistance of the Park Board or through the Association’s use of the Jointly Operated Facilities, including from Programming (including at Satellite Locations), room rentals, Association-operated Licensed Childcare, payments due under childcare leases ~~made with the Association~~, concessions and vending machines, any Association operated fitness centre and special events held in the Jointly Operated Facilities and any other revenue identified as “facility-generated revenue” in Appendix C, ~~but~~; however, “Facility-generated Revenue” expressly excludes grant, bequests, donation, fundraising and membership fee revenue;
- (s) “Fiscal Year” means the 12 month period which is the fiscal year of the Park Board or the Association, respectively, as the context requires. The fiscal year of the Park Board commences on the first day of January in one calendar year and ends on the last day of December in the same calendar year;
- (t) “Fixtures” means items that are part of, or secured or affixed to the Entire Facility (such as by being attached by bolts, screws, plaster etc.), including items the removal of which would do damage or necessitate repair to the remaining components of the Lands or building, including, for example, items such as permanent reader boards, lighting, flooring and affixed carpets, basketball hoops, timing clocks and built in cabinets;
- (u) “General Manager” means the General Manager of the Park Board, and ~~his~~their successors or those authorized to act in ~~his~~their place;
- (v) “Identity Management” means the broad administrative area for information technology uses and access that deals with identifying individuals in a system (such as a country, a network, or an enterprise) and controlling the individual’s access to resources within that system by associating user rights and restrictions with the established identity;
- (w) “Indemnity Agreement” means the indemnity agreement between the Association, the Park Board and the City dated____, as it may be amended or replaced from time to time;
- (x) “IT Assets” has the meaning ascribed in Section 16.2;
- (y) “Jointly Operated Facilities” means the portions of the Entire Facility operated jointly by the Park Board and the Association, as more particularly ~~shown~~set out in Appendix A, and which, for the purposes of this Agreement, shall not include surrounding or adjacent parks,

_____, arenas, pools, playing fields, Park Board fitness facilities and other outdoor recreation improvements or facilities, including the Outdoor Areas, unless expressly identified in Schedule A;

- (z) “Lands” mean those lands that are commonly known as____and legally described as__;
- (aa) “Lease” has the meaning ascribed in Section 17.1; *[to be deleted if not a leased centre]*
- (bb) “Licensed Childcare” means regulated programs for children under the *Community Care and Assisted Living Act*, SBC 2002 c. 25 (as may be amended or replaced *from time to time*), and which may include infant toddler daycare, pre-school programs or before or after school programs;
- (cc) “OneCard” means the universal access card provided by the Park Board onto which access products are loaded ~~onto~~, and which enables access to products and services at all centres within the Community Centre Network;
- (dd) “Outdoor Areas” mean the parks surrounding or adjacent to the building known as the _____community centre, playing fields and other outdoor recreation improvements or facilities, such as tennis courts, basketball courts, skateboard parks, plazas, playgrounds or field houses which are administered by the Park Board and used for Programming;
- (ee) ~~(v)~~ “Park Board” means the Vancouver Board of Parks and Recreation;
- (ff) “Park Board ~~Employees~~Personnel” means employees or contractors retained by the City to provide services to or on behalf of the Park Board;
- (gg) “Prior JOA” has the meaning ascribed in Recital H;
- (hh) “Programming” means the physical, recreational, cultural, educational, social and capacity-building programs and other services offered to members of the public through registered or unregistered programs administered and run in or through the Jointly Operated Facilities, including the System-wide Programs, but which, for greater certainty, does not include Licensed Childcare;
- (ii) “Public Policy” means policy, priorities and objectives adopted or determined by the elected Park Board Commissioners that pertain to access, operations and use of the overall recreation system, including the Community Centre Network, or which may address

statutory or regulatory compliance, risk management, system-wide financial issues, sustainability goals for the recreation system, or which are aimed at ensuring better health or quality of life outcomes for the residents of the City of Vancouver;

- (jj) “Recreation Supervisor” means the recreation supervisor at the Jointly Operated Facilities who is employed ~~by~~for the Park Board, and their successors or those authorized to act in their place;
- (kk) ~~(aa)~~ “Registration System” means the common recreation and registration management system owned and operated by the City and the Park Board that is used to process, record and store information for various registration functions at or through the Jointly Operated Facilities. The registration system currently in use is ActiveNet, but ~~which it~~may be replaced or substituted with another system or systems from time to time, at the discretion of the Park Board;
- (ll) ~~(bb)~~ “Retained Earnings” means the unspent revenue accumulated by the Association over time from Facility-Generated Revenue or grant, donation, fundraising or membership fee revenue; ~~Renewal Term~~ “Renewal Term” has the meaning ascribed in Section 3.2;
- (mm) ~~(cc)~~ “Satellite Locations” means locations ~~where the Association offers Programming or services but which locations~~that are not part of the Jointly Operated Facilities and are not otherwise owned or leased by the Park Board; ~~provided that, “satellite locations” shall not include locations that are used to offer, and where the Association offers Programming or services that are not registered for or offered through the Jointly Operated Facilities or are being provided without~~with the assistance of the Park Board;
- (nn) ~~(dd)~~ “Society Act” means the *Society Act, RSBC 1996, c. 433*, as may be amended or replaced from time to time; ~~[Note: reference to be updated once new legislation enacted in November 28th]~~
- (oo) ~~(ee)~~ “Staffing Cost Recovery Payment” means the amount to be paid by the Association to the Park Board for the full cost of employment of certain Park Board ~~employees~~Personnel at the Jointly Operated Facilities who are performing work as requested by the Association to provide additional support for Programming or Association services, including the costs commonly referred to as “Group 1” costs, and as many be further detailed in Appendix C;

- (pp) “**Surplus Revenue**” means the unspent revenue accumulated by the Association over time from Facility-Generated Revenue, also referred to from time to time between the parties as “retained earnings”;
- (qq) ~~(ff)~~ “**System-wide Programs**” means local, area-based or city-wide Programming offered within and across the Community Centre Network to provide key developmental, health, cultural or social benefits to the city-wide community or a specific sub-population of the city-wide community, and which programs are designated by the Park Board, as further described in Section 7.3;
- (rr) ~~(gg)~~ “**System-wide Planning Session**” has the meaning ascribed in Section ~~14.2~~15.2; ~~and~~
- (ss) ~~(hh)~~ “**Term**” means the term of this Agreement set out in 3.1, as may be extended or renewed pursuant to 3.2; and “Vending Contracts” has the meaning ascribed in Section 14.1(b).

2. LEGAL RELATIONSHIP

The Park Board and the Association are independent contracting bodies, not legal partners nor joint employers, nor are they in a landlord-tenant relationship. This ~~agreement~~Agreement is being entered into between the parties to create certainty around the roles and obligations of the parties with respect to their respective operations at the Jointly Operated Facilities and to permit the Association’s use of and operations at the Jointly Operated Facilities, including for the provision of Programming and services to the public through the Jointly Operated Facilities for the benefit of the residents of City of Vancouver. Through this Agreement, once fully executed, the Park Board is granting to the Association the rights set out herein, including the right to non-exclusive use and occupation of the Jointly Operated Facilities and use of the Common Spaces, on and subject to the terms and conditions set out in this Agreement.

3. TERM OF AGREEMENT

3.1 Term

This Agreement is for a ~~Term~~term of five (5) years, commencing on the Effective Date. For greater certainty, provisions for termination or adjustment of this Agreement are included in Sections 20 and 21.

3.2 Renewal

The parties shall have two (2) ~~concurrent~~consecutive options to renew this Agreement, each for a term of five (5) years (each, a “Renewal Term”). There shall be no further options to renew. No later than six (6) months

prior to the expiry of the then-current term, either party may provide written notification to the other of that party's election ~~to not~~ to renew the Agreement, for any reason, and the Agreement will automatically expire at the end of that ~~term~~ 5 year term or Renewal Term, as the case may be. Absent such written notification from either party, where there is ~~an~~ elected-renewal term Renewal Term remaining, the Agreement will automatically renew at the end of the then-current term or Renewal Term.

If either party wishes to amend any terms or conditions ~~or of~~ this Agreement prior to ~~renewal~~ the commencement of a Renewal Term, that party must give the other party written notice of such request, including a description of the desired amendments, at least 6 months prior to the expiration of the then-current term. ~~If the parties do not agree on renegotiated terms then, without additional notice,~~ or Renewal Term. Desired amendments regarding the unique operations of the Association at the Jointly Operated Facility or with respect to the appendices to this Agreement will be discussed by the Park Board and the Association directly. If either party wishes to amend the terms and conditions of the body of this Agreement, the desired changes will be discussed by the Park Board and the CCAs at a System-wide Planning Session, and additional meetings if required. Any amendments to the terms of this Agreement, including the Appendices, must be agreed to by the parties at least 30 days prior to the end of the then-current term or Renewal Term. If the parties are unable to agree on the terms of the desired amendments by such time, then the parties must agree in writing to renew the Agreement in its previous form pursuant to the renewal option above or else the Agreement will expire on the renewal date unless, prior to the renewal date, the parties agree in writing to renew the Agreement in its previous form pursuant to the renewal option above last day of the then-current term or Renewal Term, without additional notice.

3.3 Process at End of Agreement

At the end of the Term, including any and all elected ~~renewal terms~~ Renewal Terms to a maximum of 15 years, this Agreement will terminate. ~~—, together with any rights of the Association to use or occupy the Jointly Operated Facilities. In the event of non-renewal or termination of this Agreement, all outstanding payments between the parties will become immediately due and payable and subject to withholding, and the parties will work cooperatively to transition operations to the Park Board or its designate to ensure minimal~~ disruption to the public.

If, at the end of the Term, both parties wish to ~~continue~~ renew their working relationship, then the Park Board and the Association ~~must~~ will meet to review ~~the Agreement and make any necessary or appropriate amendments to reflect~~ their working relationship and identify any changes to the roles and responsibilities of the parties or to the operations at the Jointly Operated Facilities. If acceptable to both parties, and the parties may elect to enter into ~~such a~~ a new amended agreement reflecting such

changes, which may, if appropriate, be substantially based on the form of this Agreement.

4. ASSOCIATION GOVERNANCE

The Association covenants and agrees that:

- (a) it will be governed by a constitution and bylaws that comply with, and it will conduct itself at all times in accordance with, the requirements of the Society Act; ~~and will maintain its status as a not-for-profit society. The Association further covenants and agrees that it will not, without the prior written consent of the Park Board, make an application to become a "member-funded society" pursuant to the Society Act;~~
- (b) the purpose of the Association will be consistent with benefiting the local and city-wide community and members of the public through the provision of Programming and other services within the Community Centre Network;
- (c) it shall not adopt bylaws and governance procedures that conflict with the terms of this Agreement and agrees ~~to~~, as necessary or appropriate, to amend any conflicting bylaws to align with this Agreement;
- (d) as it pertains to activities carried out under this Agreement, the Association will adopt and adhere to appropriate good governance policies;
- (e) to prevent a conflict of interest, no elected City or Park Board official ~~can~~shall sit on the ~~Board of the~~ Association Board and any Association Board member who has formally indicated a decision to run for election to the City Council or Park Board will immediately take a leave or resign from the Association Board, pending the outcome of the election; and
- (f) it will comply with its policy obligations under Section 6.1.
- (g) The Park Board acknowledges and agrees that the Association is a registered society and is bound by the terms of the Society Act and, notwithstanding any terms of this Agreement, the Park Board will not require the Association to act in any way or commit any act, including the spending of money, that would result in the Association being in breach of the Society Act. If, at any time, it is determined that a section or requirement of this Agreement will result in a breach of the Society Act, including as a result of a future amendment or revision to the Society Act, the parties will agree on an alternative course of action that is in compliance with the Act and meets the intent of the applicable section or requirement of this Agreement. If the parties cannot agree whether a section or requirement of this Agreement will result in a breach of the Society Act, then the matter shall be referred to dispute resolution in accordance with Section 18.1, and then to arbitration pursuant to Section 18.2 if still unresolved. If the dispute is referred to arbitration, then the parties shall select an arbitrator who has experience with the Society Act to determine if the section or requirement of this Agreement in question is a breach of the Society Act.

5. GENERAL OBLIGATIONS AND ROLES OF THE PARTIES

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:

- (a) in all dealings with each other, they will each communicate respectfully and act in a manner that reflects a mutual acknowledgement and respect of the parties' distinct roles and shared objectives;
- (b) they will each perform their contractual obligations honestly and in good faith; and
- (c) they will each comply with all Applicable Laws and will, when appropriate, obtain all necessary permits and licenses as may be required by Applicable Laws.

5.2 Role of the Park Board

The Park Board is an elected board of commissioners with exclusive jurisdiction, possession and control of Vancouver's parks and the authority 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. The Park Board is responsible for:

- (a) development and implementation of Public Policy;
- (b) stewardship of City park lands and facilities;
- (c) stewardship of capital and operating funds allocated by City Council for parks and recreation services; and
- (d) contracting with other parties, including the CCAs, to deliver recreational programs on behalf of the Park Board in accordance with the terms of this Agreement.

In addition to the other responsibilities set out in this Agreement, with respect to operations at the Jointly Operated Facilities the Park Board is more specifically responsible for:

- (e) determining priorities and objectives for implementation of Public Policy at the Jointly Operated Facilities, which includes Public Policy relating to recreation, arts, culture and social programs. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not expressly ~~contravene~~contradict the terms of this Agreement, unless agreed to by the parties in advance;
- (f) the staffing of Park Board Personnel at the Jointly Operated Facilities, including scheduling of staff and staff vacations, taking into consideration the budget allocated by the Park Board and operational requirements of the Jointly Operated Facilities;
- (g) directing Park Board ~~Employees~~Personnel and volunteers;
- (h) developing the Park Board budget (operating and capital) for the Entire

Facility and allocating resources as appropriate, taking into consideration any input provided by the Association in accordance with Section 13.1;

- (i) operating, maintaining and constructing improvements or repairs to the Entire Facility in accordance with the Park Board budget;
- (j) undertaking any capital improvements or renovations to, expansion of, or the construction of new facilities at the Entire Facility, and reconstruction and/or relocation of the Entire Facility if the Entire Facility is rebuilt, in the sole discretion of the Park Board; and
- (k) providing and being responsible for all facilities, building systems, supplies, and ~~information technology~~ IT Assets required to operate the Entire Facility, subject to the obligations of the Association set out in this Agreement, ~~required to operate the Entire Facility.~~

5.3 Role of the Association

The Association is an independent society which is governed by the Society Act and the Association's constitution and bylaws. 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:

- (a) developing , delivering, and staffing Programming and other Association services offered in or from the Jointly Operated Facilities;
- (b) the staffing and directing of Association ~~Staff, volunteers and contractors;~~ Personnel and volunteers at the Jointly Operated Facilities, including the scheduling of personnel and volunteers and scheduling of vacations taking into consideration the operational requirements of the Jointly Operated Facilities, subject to the provisions of Section 12.2;
- (c) fundraising, recruiting and recognizing volunteers, and advocating for the needs of
- (d) ~~their~~ its community, including with respect to services and facilities;
- (e) engaging with the community and promoting recreation, cultural, social and educational involvement within the community;
- (f) 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
- (g) Facilities and ~~to cooperate~~ cooperating with the Park Board when developing an implementation plan for new Public Policy;
- (h) providing feedback to the Park Board on major capital projects and other initiatives relating to the Jointly Operated Facilities and Outdoor Areas;
- (i) if applicable, the administration, delivery and staffing of any existing Licensed Childcare;
- (j) demonstrating to the community, other CCAs, and the Park Board that its operations are conducted in a financially transparent and responsible

manner and that the Association practices good corporate governance, as further described in Section 6.1; and

- (k) ensuring timely payment of all bills and invoices for amounts owed by the Association.
- (l) for greater certainty, this Agreement is not intended to restrict or limit the Association from conducting other activities which are outside the scope of this Agreement, including community advocacy.

6. POLICIES AND PROCEDURE

6.1 Corporate and Governance Policies

The Association will adopt and adhere to good governance policies, including policies that address conflict of interest, audit, responsible use of funds, and succession planning for Association Board members. The Association will conduct regular reviews of ~~their~~its Association Board function and compliance.

The Association will also adopt and adhere to up-to-date corporate policies and standards, appropriate and commensurate with the Association's roles and responsibilities under this Agreement and to the public including, without limitation, policies with respect to occupational health and safety, respectful workplace, risk management and human resources management.

For the purposes of carrying out its roles and responsibilities under this Agreement, the Park Board and Park Board ~~Employees~~Personnel will adhere to Park Board and City corporate policies and processes, including financial, risk management, information security risk management, privacy and security and conflict of interest, as may be amended from time to time.

The City and the Park Board are subject to certain laws, and have policies in place, that are applicable to the operation of the Entire Facility, such as procurement policies, and the City and the Park Board ~~is~~are party to a collective agreement for labour and employment matters. The Association acknowledges that the Park Board and Park Board ~~Employees~~Personnel must comply with such laws, policies and agreements, when and where appropriate.

The Park Board will offer regular training sessions for the CCAs on elements of good governance, or other topics as may be agreed to by the Park Board and the CCAs from time to time.

6.2 Changes to Public Policy

The Association acknowledges and agrees that the Park Board is responsible for the development and implementation of Public Policy as it pertains to the Community Centre Network and that Public Policy may be updated or amended from time to time to address, among other things, statutory or regulatory changes, risk management, financial constraints or to

ensure better health or quality of life outcomes for the residents of the City of Vancouver.

If Public Policy is changed, amended, revised or updated during the Term of this Agreement or if new Public Policy is developed and planned for implementation then, prior to implementing any ~~changes~~amendments to Public Policy or new Public Policy that affect the operations of the Association pursuant to this Agreement, the Park Board ~~shall~~will clearly explain the context and rationale for the new or amended Public Policy, review any potential impacts to the CCAs and the Community Centre Network and plan for implementation of any changes with input from the affected CCAs. The Park Board will develop an implementation plan that minimizes disruption or financial impact to the CCAs, to the extent reasonably possible. The Park Board agrees that any new Public Policy initiatives for implementation at the Jointly Operated Facilities will not expressly ~~contravene~~contradict the terms of this Agreement, unless agreed to by the parties in advance.

7. PROGRAMMING

7.1 Access to Programming and the Jointly Operated Facilities

The Association acknowledges that the scope of Public Policy includes policy regarding access to the Jointly Operated Facilities and Programming or services offered from the Jointly Operated Facilities. Access policy may address issues such as reducing barriers to participation, universal access, leveraging the capacity of the Community Centre Network, and such other matters that the Park Board deems to be of public importance from time to time. The current policy with respect to access is attached to this Agreement as Appendix B, and the Association agrees that this policy is acceptable to and binding upon the Association, ~~as well as binding~~.

7.2 Programming Responsibilities

Subject to Sections 7.1 and 7.3, Programming is the responsibility of the Association, including scheduling, fees, quality control and evaluation. The Association may use Outdoor Areas ~~for the provision~~or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of Programming or special events in accordance with the Park Board permitting process, or with the prior written approval of the Park Board.

The Association's responsibilities for Programming include, without limitation:

- (a) development of the Programming list and schedule;
- (b) production and circulation of promotional materials such as the Programming brochure;
- (c) hiring and contracting with instructors/contractors to deliver Programming, including the System-wide Programs;
- (d) oversight and management of instructors/contractors who are delivering

Programming;

- (e) ~~to provide~~providing and ~~be being~~ responsible for adequate supplies to operate Programming;
- (f) oversight, screening and management of any volunteers involved with delivery of Programming and Association services and events;
- (g) assessment of credentials and compliance with any statutory obligations when recruiting instructors, contractors or volunteers;
- (h) ensuring Programming is offered safely with proper risk-management and in a safe, inclusive environment;
- (i) management of Programming-related risks and issues;
- (j) subject to the Park Board's involvement in System-wide Programs, evaluation of Programming in accordance with Section 7.4; and
- (k) the purchase, maintenance, repair and replacement of minor capital equipment and any specialized equipment used or required for Programming or other Association operations (such as fitness centres or Licensed Childcare), as further detailed in Section ~~13.2~~14.2(b), unless any such responsibilities are formally delegated to the Park Board in accordance with Section ~~11.2~~12.2.

The Park Board ~~agrees that it will~~shall provide the Association with available resources, such as demographic information, reports, and best practice information, to support the Association's Programming responsibilities.

7.3 System-wide Programs

System-wide Programs are standardized programs to be offered across the Community Centre Network. System-wide Programs will be designated by the Park Board and implemented in collaboration with the Association. These programs will be based on leading practices and aimed at achieving outcomes that the Park Board has identified as priorities. The Association acknowledges and agrees that System-wide Programs may be offered at the Jointly Operated Facilities in accordance with the following practices:

- (a) the Park Board may designate up to five programs ~~or topics~~ each year ~~for implementation~~ as System-wide Programs, which programs may ~~all~~ be offered at each community centre in the Community Centre Network. ~~The~~ Some System-wide Programs may be offered at a community centre that serves a region of the City of Vancouver (East/West, North/South), such as in a hub-based model at the election of the Park Board. The System-wide Programs for implementation at the Jointly Operated Facilities will be included;
- (b) the Park Board programming staff will determine if some or all of the System-Wide Programs are appropriate for offering at the Jointly Operated Facilities. ~~Some System-wide Programs may be offered at a community centre that serves a region of the City of Vancouver (East/West, North/South), such as in a hub-based model at the election of the Park Board. The System-wide Programs for implementation at the Jointly Operated Facilities will be included;~~
- (c) the Association will be responsible for appropriate scheduling and

administration of the System-wide Programs and will include the System-wide Programs in the Programming schedule for the Jointly Operated Facilities and each program may be offered up to once per Programming registration cycles/seasons each year. For clarity, five System-wide Programs may be offered at each community centre in the Community Centre Network and up to all five System-wide Programs may be offered during each registration for each centre.

- (d) System-wide Programs ~~will be implemented in collaboration with the Association and will not be designed~~ are not intended to duplicate other Programming offered by the Association at the Jointly Operated Facilities. ~~Required~~, and in cases where the System-wide Programming is similar to Programming offered by the Association, the Association's Programming may remain in place, at the option of the Association;
- (e) required qualifications for instructors offering System-wide Programs will be set by the Park Board;
- (f) where possible, the Park Board will provide the Association with sufficient notice of which System-wide Programs are selected for offering at the Jointly Operated Facilities for a particular Programming registration cycle to allow the System-wide Programs to be scheduled and implemented through the normal Programming committee process;
- (g) up to all five System-wide Programs may be offered during each Programming registration cycle/season;
- (h) each System-wide Program may be offered up to once per Programming registration cycle/season during a particular year; and
- (i) the parties agree that the Park Board may determine it is more appropriate to offer some System-wide Programs at a community centre that serves a region of the City of Vancouver (eg. East/West, North/South), such as in a hub-based model.

~~The~~ Association will be responsible for appropriate scheduling and administration of the System-wide Programs. The Park Board acknowledges that the Association will not be required to incur additional costs to fund the System-wide Program and the Park Board agrees that, on an annual basis, it ~~shall~~will reimburse the Association for any out-of-pocket costs incurred by the Association to run the System-wide Programs which are not offset by revenue from the System-wide Programs. The Park Board will reimburse the Association within a reasonable period of time after receipt of financial statements or records that detail the annual revenues, expenses and losses resulting from the System-wide Programs. If the Association incurs up-front costs for equipment or supplies that are required to offer a System-wide Program, the Park Board will reimburse the Association ~~using the Community Centre Investment Fund~~ within a reasonable period of time after receipt of the invoices detailing the out-of-pocket costs incurred by the Association for equipment or supplies. If the Park Board determines that a System-wide Program should be offered free of charge, the costs

to run the System-wide Program will be paid for by the Park Board, and the Park Board may use funds from the Community Centre Investment Fund for such purpose.

The Park Board will undertake a regular review of outcomes associated with System-wide Programs ~~will be undertaken by the Park Board with the assistance of~~ in collaboration with the CCAs. The Park Board may decide to replace a System-wide Program from time to time, including if such program underperforms or becomes redundant.

7.4 Quality Control and Evaluation

The parties will work together to implement a system-wide quality control mechanism for Programming and the Association will review Programming using the results from the quality-control system and on an as-needed basis.

The Park Board and Association will meet to review System-wide Programs at regular intervals.

8. ASSOCIATION MEMBERSHIP

The Park Board acknowledges that the Association, as a ~~non-for profit~~ registered society, requires active membership ~~to ensure the for~~ purposes and to ensure active involvement of the community in the Association; however, the parties agree that membership in a CCA is not a pre-requisite and will not be required for the public to access, register for or participate in any Programming or services provided by the Association at or from the Jointly Operated Facilities. All users may register for any Programming or other Association service offered at or from the Jointly Operated Facilities without being a member of a CCA.

At the election of the Association, membership in the Association will be offered to patrons of the Jointly Operated Facilities when registering for Programming or services. The Association may offer free or paid membership, at their choice at its discretion, but acknowledges and agrees that membership must be elected by a patron on an opt-in basis. At the Association's option, the Park Board will load memberships on to a user's OneCard. Optional membership in the Association may be made available independent of registration for Programming or services at the Jointly Operated Facilities and the Association may charge for such membership, at its discretion.

The Association agrees that membership in the Association will not provide discounts or priority registration for room rental, Programming or other uses of the Jointly Operated Facilities.

The Association will have direct access to membership and user data information for the Jointly Operated Facilities (including Programming registration information and other data the Park Board collects through the Registration System regarding users of the Jointly Operated Facilities or Satellite Locations) for the purposes of marketing, planning, Association ~~board~~ Board governance (including voting) and grant applications. The use and distribution of all

such data by the Association must be in compliance with Applicable Laws (and specifically, all privacy and anti-spam legislation).

9. USE ALLOCATION FOR JOINTLY OPERATED FACILITIES

The Association will have responsibility for allocating the use of Jointly Operated Facilities for the purpose of providing Programming and services. 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) Association offered Programming and services as a first priority;
- (b) use by ~~other~~ not-for-profit community organizations for the purposes of recreation, culture or arts as a second priority; ~~and~~
- (c) use by other not-for-profit community organizations for purposes other than recreation, culture or arts (for example, church groups) as a third priority; and
- (d) private rentals as a ~~third~~fourth priority.

~~From~~Notwithstanding the above priority allocation, from time to time, the Park Board may require first priority short term, reasonable use of space within the Jointly Operated Facilities for Park Board or City civic priorities such as special events (e.g., municipal, provincial and federal elections, major sporting or cultural events) or short term ~~need~~use for urgent or emergency purposes. The use of space in the Jointly Operated Facilities by the Park Board or the City ~~shall~~will be free of charge, but the Park Board or City will be required to pay for additional out-of-pocket expenses incurred by the Association in respect of such usage.

The Park Board will provide the Association with as much notice as reasonably possible in the circumstances ~~and~~of any such use of space by the Park Board or the City within the Jointly Operated Facilities. The Park Board will work diligently to mitigate any negative impacts to users of the Jointly Operated Facilities resulting from such use. Where possible, the Park Board will assist the Association to locate alternative space to accommodate any Programming or events that may be displaced as a result of the Park Board or City's use. For greater certainty, the Park Board and City will not be required to compensate the Association for lost opportunity or revenue as a result of such usage, unless agreed to by the parties in advance.

Subject to long-term agreements for periods of one year or greater, the Association ~~shall~~will have control of room rentals in the Jointly Operated Facilities and ~~shall~~will set pricing for such rentals. Any long -term agreement (for periods of one year or greater) ~~agreement~~ for use of space in the Jointly Operated Facilities must be approved in writing and in advance by the Park Board. Any long-term agreements approved after the Effective Date will be noted in Appendix C, as it is updated from time to time.

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.

10. CHILDCARE

The ~~Park Board and the~~ Association ~~agreed~~will ensure that all Licensed Childcare operated in the Jointly Operated Facilities will meet the standards set by the Park Board and City and ~~shall~~will be in compliance with any other relevant standards and Applicable Laws, including the *Community Care and Assisted Living Act* (BC), as it may be amended or replaced from time to time.

11. AFFILIATED GROUPS

In accordance with the Association's responsibility for allocating the usage of space in the Jointly Operated Facilities, the Association may, at its discretion, enter into arrangements for use of space with other community groups or clubs focused on recreation, culture or arts and which wish to operate out of the Jointly Operated Facilities. The Association acknowledges and agrees that it may not grant rights to use space that is located outside of the Jointly Operated Facilities or commit to any arrangement that places an obligation on the Park Board, without the prior written consent of the Park Board. All requests from a club or group that involve use of space outside of the Jointly Operated Facilities or which may place any obligation on the Park Board (for example, indemnity) must be brought to the Park Board for consideration. Any arrangements entered into by the Association with an affiliated group are subject to the terms and conditions of this Agreement and may not contradict or conflict with this Agreement.

12. ~~11~~ HUMAN RESOURCES

12.1 ~~11.1~~ Association ~~Employees~~ Personnel and Volunteers

The Association is and shall continue to be the employer or contracting party, as applicable, of ~~all Association administrative personnel and~~ all personnel retained by the Association to provide services on behalf of the Association, including for Programming delivery (collectively, the "Association ~~Staff~~) Personnel"). The Association is and will continue to be responsible for all associated employer and contractor related liabilities and legal obligations regarding Association Personnel. The Association will retain final authority over matters related to employment or service contracts with Association ~~Staff~~ Personnel, including conditions of work, remuneration, evaluation, direction and termination.

The Association will be responsible for all volunteers engaged to support Association activities, and will be responsible for all related liabilities and obligations, including appropriate screening and oversight (e.g., obtaining criminal record checks, checking references, and interviewing potential volunteers), unless formally delegated to the Park Board in accordance with Section ~~11.2~~ 12.2.

The Association acknowledges and agrees that the City and Park Board will not indemnify the Association for liabilities or Breaches arising in relation to

the Association's relationships and obligations to Association ~~Staff~~Personnel or Association volunteers, including statutory and regulatory liabilities. The Association agrees to obtain, maintain and pay for the insurance coverages required under Section ~~13.6~~14.6 of this Agreement.

The Association hereby agrees to indemnify ~~and save harmless~~ the City and the Park Board for ~~breaches of~~Breaches relating to employment or service contracts with Association ~~Staff~~Personnel or Association volunteers, and for ~~breaches of non-compliance with~~ any statutory or regulatory obligations or screening or oversight obligations related to Association ~~Staff~~Personnel or Association volunteers (including liability, court-ordered costs, damages etc.), excluding only those ~~breaches~~Breaches that are caused by the negligence ~~or willful misconduct~~ of the Park Board or Park Board ~~Employees~~Personnel.

The City, through the Park Board, hereby agrees to indemnify ~~and save harmless~~ the Association for ~~breaches of~~Breaches relating to employment or service contracts with Association ~~Staff~~Personnel or Association volunteers, and for ~~breaches of non-compliance with~~ any statutory or regulatory obligations or screening or oversight obligations related to Association ~~Staff~~Personnel or Association volunteers (including liability, court-ordered costs, damages etc.) that are caused by the negligence ~~or willful misconduct~~ of the Park Board or Park Board ~~Employees~~Personnel.

12.2 ~~11.2~~ Delegation of Responsibility to Park Board

Subject to the prior agreement of Park Board, the Association may delegate responsibilities related to the engagement or management of Association ~~Staff~~Personnel or volunteers to Park Board ~~Employees~~Personnel.

The responsibilities and functions being delegated must be detailed in writing and confirmed by the parties ~~by written agreement~~in writing. The Park Board will accept responsibility for costs, damages or other amounts payable ~~arising from such responsibilities~~ to the extent they are the result of ~~the~~ negligence of the Park Board or Park Board ~~Employees~~Personnel in the conduct of the accepted responsibilities delegated by the Association.

12.3 ~~11.3~~ Park Board ~~Employees~~Personnel

The Park Board/City will employ and pay for ~~staff~~Park Board Personnel required and assigned to operate and maintain the Jointly Operated Facilities, subject to the Association's obligations to pay the Staffing Cost Recovery Payment. The Association and the Park Board will develop a process to review staffing levels at the Jointly Operated Facilities to consider the unique requirements of the ~~centre~~Jointly Operated Facilities. The final authority for staffing decisions resides with the Park Board. The Park Board and CCAs will also review staffing across the Community Centre Network on a system-wide basis to identify any gaps or inequities in staffing and consider options to address identified issues.

The Association may provide an orientation to new regular full time, regular part time, and temporary full time Park Board ~~Employees~~Personnel with information on Association operations, policies and roles.

The Park Board will notify the Association of staff vacancies for Park Board employed regular full time, regular part time, and temporary full time positions. In the event of staff vacancies, the Park Board will develop a plan for interim coverage and permanent recruitment and share the plan with the Association.

The Association acknowledges that the Park Board and Park Board ~~Employees~~Personnel are subject to collective agreements and individual employment contracts, City policies, and applicable legislation. The Park Board will share the relevant collective agreements and policies with the Association.

12.4 ~~11.4~~ Role of Recreation Supervisor

The Recreation Supervisor is ~~an employee of the City/~~Park Board ~~who~~Personnel and is accountable to the Park Board. The Recreation Supervisor is the management representative of the Park Board at the Jointly Operated Facilities and the local contact for the Association with respect to matters under this Agreement. Among other responsibilities as may be determined by the Park Board from time to time, the role of the Recreation Supervisor is to:

- provide official oversight for the Jointly Operated Facilities;
- provide support to the Association Board to assist with the delivery of Programming and services offered at or through the Jointly Operated Facilities;
- assist the Association as needed to ensure the successful operation of the Association Board, including by providing support on board recruitment, retention, training and governance;
- work with the Association on the planning, delivery, evaluation and administration of all Programming and Association services offered at or through the Jointly Operated Facilities;
- maintain effective communication with the Association President and Association Board, and regularly ~~attends~~attend Association Board meetings (excluding *in camera* meetings); and
- perform other duties which may be necessary to address the unique needs of the Jointly Operated Facilities, provided such additional duties are approved by the Director of Recreation.

The Recreation Supervisor ~~may, at their discretion, take reasonable direction from~~will work cooperatively with and on behalf of the Association ~~(for example, related to support the Association with delivery of its services and Programming or service planning).~~ Reasonable notice

~~must be given to consider~~at or through the Jointly Operated Facilities. For requests which may impact unionized staff or operations of the Jointly Operated Facilities (for example, concerns regarding hours or duties of staff), the Association must give reasonable advanced notice to the Recreation Supervisor to consider any such request.

12.5 ~~11.5~~ Hiring Decisions

The Association will have input into the selection of key Park Board ~~personnel~~Personnel at the Jointly Operated Facilities, including the Recreation Supervisor, community centre ~~Recreation Programmer, and Youth Worker~~recreation programmer, and youth worker. Input will consist of the opportunity to participate in interviews with shortlisted candidates and to make recommendations for consideration by the Park Board. The Association may provide a description of the unique attributes, needs and nature of the Jointly Operated Facilities and ~~community needs~~the neighbourhood being served to accompany the job description and posting for a Recreation Supervisor position.

The Park Board will take into account the unique attributes, needs and nature of the Jointly Operated Facilities and the neighbourhood being served, when considering the qualifications, knowledge and skills of the Recreation Supervisor selected for the Jointly Operated Facilities. The full and final authority on staffing decisions (including hiring selection and work assignments) will rest with the Park Board.

12.6 ~~11.6~~ Feedback and Issue Management

The Association and the Park Board will each ensure ~~their staff, contractors, its~~ respective Personnel and volunteers conduct themselves in a professional and respectful manner and in compliance with all Applicable Laws.

The Park Board and the Association agree that communications between the parties and input given by one party to the other regarding day-to-day operations at the Jointly Operated Facilities will be constructive, respectful and aimed at supporting the best provision of services to the community.

The Park Board will provide the Association with the opportunity to provide feedback on the performance of the Recreation Supervisor when deemed necessary by the Association and on an annual basis. The Association may also share feedback on other Park Board ~~staff~~Personnel (other than the Recreation Supervisor) with the Recreation Supervisor at any time.

If either party has concerns with the conduct of the other party's ~~staff, contractors or~~ respective Personnel and volunteers, they may bring issues to the attention of the Recreation Supervisor or the Association President, as applicable, at any time. Unresolved matters may be escalated by either party in accordance with the ~~Dispute Resolution Process~~dispute resolution process

outlined in Section ~~17~~18.

13.12 RENOVACTIONS AND MAINTENANCE

13.1 ~~11.7~~ Renovations, Upgrades and Maintenance of Jointly Operated Facilities

The Association acknowledges that its purpose is not to carry out upgrades (including renovations), ~~upgrades or~~ maintenance or repair to the Jointly Operated Facilities or Common Spaces, and that all ~~renovations and~~ upgrades, maintenance or repair are the responsibility of and ~~must~~will be carried out by the Park Board, unless the Park Board, in its sole discretion, provides the Association with express written approval to carry out work. All approvals for work must be ~~obtained~~requested in advance and will be considered on a project by project basis.

The Park Board, through the City, has conducted building condition assessments for assets under the control of the Park Board, including the Entire Facility, which assessment reports are updated periodically and on a scheduled basis. Maintenance, repair, replacement and upgrade plans developed for buildings, including the Entire Facility, are based on the outcome of the building condition assessments, service delivery needs, priorities for health and safety, state of repair of the buildings and availability of resources.

The Association may make suggestions for consideration by the Park Board regarding what ~~renovations or~~ maintenance, repair or upgrades may be the most beneficial to the Jointly Operated Facilities and community and to suggest priorities for maintenance ~~and renovations.~~ repair or upgrades to the Jointly Operated Facility or Common Spaces. The Association may provide these suggestions to the Recreation Supervisor on an annual basis. The parties will agree on a more detailed process through which the Association may provide this feedback. The final decision with respect to any changes, renovations, or maintenance to the Jointly Operated Facilities will rest with the Park Board.

When determining the annual priorities for maintenance, repair and upgrades of the Jointly Operated Facilities and Common Spaces, the Park Board will consider any suggestions provided by the Association to the Recreation Supervisor. The Association acknowledges that the Park Board makes decisions regarding priorities for repair, maintenance and building upgrades on a system-wide basis considering, without limitation, health and safety, state of repair and the availability of resources, and the final decision with respect to all maintenance, repair and upgrade work for the Jointly Operated Facility and Common Spaces will rest with the Park Board.

The Park Board will share with the Association the list of annual priorities and anticipated maintenance, repair and upgrade work to be carried out for

the Jointly Operated Facilities and Common Spaces. The Park Board will work with the Association to determine appropriate scheduling of the planned work and to manage any impacts of the work in order to minimize disruption to the public.

If the Association wishes to promote projects, enhancements or improvements to the Jointly Operated Facilities, Common Spaces or Outdoor Areas which are not within the scope of the annual repair, maintenance and upgrade plans for the Entire Facility, the Park Board will work with the Association to facilitate the optional enhancement projects, considering availability of resources and system-wide priorities; however, the Association acknowledges that the final decision regarding such optional projects or enhancements rests with the Park Board.

If standards for Licensed Childcare change such that maintenance or renovations are required to the Jointly Operated Facilities for existing Licensed Childcare facilities to meet the updated standards, the Association will identify the required maintenance ~~or~~ upgrade or renovation required and provide a list of required work to the Park Board for final review and approval. The parties will share in the cost of the required work and a cost-sharing arrangement shall be negotiated and agreed upon for the required work. Any disagreement on the cost-sharing agreement will be resolved in accordance with Section ~~17.18~~. Once the cost-sharing arrangement is agreed to, the Park Board will be responsible to carry out the work within a reasonable period of time.

13.2 ~~11.8~~ Maintenance of Other Assets

With respect to equipment, appliances and other assets used in the Jointly Operated Facilities or Common Spaces that are not expressly identified as the responsibility of the Association or the Park Board elsewhere in this ~~agreement~~ Agreement (such as in Sections ~~12.3~~ 13.3, ~~13.2~~ 14.2(b) and ~~15.2~~ 16.2), those equipment, appliances or other assets (such as kitchen appliances, ~~minor capital~~ furniture, Programming equipment etc.) will be maintained and repaired in accordance with the current practices of the parties, and at that parties cost, regardless of whether the particular piece of equipment, appliance or other asset is determined to be Association Equipment or is owned by the Park Board. For all new equipment, appliances and assets purchased after the Effective Date, the parties will agree on ~~the~~ maintenance ~~and~~ repair obligations ~~and shall document those cost~~ responsibilities in writing before the asset is purchased and installed. In the absence of agreement, the ~~responsibility for maintenance and repair will fall to the owner of the asset~~ owner of the asset will be responsible to carry out and pay for all maintenance and repair.

13.3 Planning for Surrounding Areas

When planning for parks and recreational amenities in the vicinity of the Jointly Operated Facilities, the Park Board agrees that it will use

reasonable efforts to engage with the Association as a stakeholder, where appropriate, and seek its input.

13.4 ~~11.9~~ Art Installations and Murals

All art installation and murals proposed for the Jointly Operated Facilities, Common Spaces or Outdoor Areas require the prior written approval of the Park Board. If an art installation or mural is purchased or commissioned by the Association, the Association will be responsible for the upkeep and maintenance (including all costs) of the art installation or mural and the eventual removal of the art installation or mural (including all costs), if and when required by the Park Board. The Association may request, on a case by case basis, a relaxation of these requirements if they cause financial hardship. All relaxations must be requested prior to the purchasing or commissioning of the art installation or mural.

13.5 ~~11.10~~ Vehicles

All vehicles owned by the Park Board or the Association used in connection with the provision of Programming or services from the Jointly Operated Facilities must be maintained by Park Board fleet management and in accordance with Park Board standards. All maintenance and repair costs ~~shall~~will be the responsibility of the owner of the vehicle. Any costs that will be responsibility of the Association will be discussed in advance and before they are incurred.

14. ~~12~~ FINANCE

14.1 ~~11.11~~ Revenue

a) Revenues and Cash Flow

The Association will receive the following revenue:

- (i) all Facility-Generated Revenue ~~subject to Authorized Deductions. In addition, the;~~
- (ii) all Association ~~will receive all~~ membership fee revenue; and (iii) all grant, bequest, fundraising or donation funds directed to the Association;

~~The Association acknowledges that grant, donation or membership fee revenue administered through the Registration System will be subject to Authorized Deductions. Grant, donation or membership fee revenue that is not administered through the Registration System will not be subject to Authorized Deductions.~~

~~All Facility Generated~~ Unless otherwise agreed to by the parties, all Centrally Processed Revenue will be collected by the Park Board using the Registration System. The sources of revenue included in "Centrally Processed Revenue" may be amended by the parties from time to time and any amendments will be noted in Appendix C, as updated from

time to time. Authorized Deductions will be deducted from the ~~Facility-Generated Revenue~~ Centrally Processed Revenue, and any other revenue that the Association elects to have processed through the Registration System (for example, membership or donation revenue), before it is paid to the Association. The Park Board will pay all ~~Facility-Generated~~ Centrally Processed Revenue, less Authorized Deductions, to the Association on a bi-weekly basis, unless otherwise agreed to by the parties. Authorized Deductions will be processed on the same schedule as the payment schedule. The Park Board will provide the Association with a bi-weekly payment report which ~~includes~~ include an itemized list of all deductions. The Park Board will not withhold payment of any ~~Facility-Generated~~ Centrally Processed Revenue collected through the Registration System, other than for Authorized Deductions, without the Association's prior written consent.

b) Vending Machine Revenue

The Association acknowledges that the Park Board may enter into vending and supplier contracts ("Vending Contracts") for vending machines or food and beverage distribution rights that apply to the Community Centre Network (such as the current contract between the Park Board and the Coca-Cola Bottling Company dated December 1, 2006). The Park Board agrees that any revenue from vending machines located in the Jointly Operated Facilities which are under a system-wide Vending Contract and received by the Park Board may be shared by the Association and the Park Board at a percentage split agreed upon by the parties. The Association further acknowledges and agrees that Vending Contracts may contain exclusivity clauses which prohibit the sale of competitor's products in the Jointly Operated Facilities and Common Spaces. If the Park Board enters into a Vending Contract which contains an exclusivity clause, the Park Board will share the exclusivity clause with the Association. The Association agrees it shall abide by the terms of any exclusivity clause in the Vending Contract, and shall require its Personnel or those with whom it contracts to do the same. The Association is also permitted to independently operate vending machines in the Jointly Operated Facilities provided they do not violate the terms of any such exclusivity clause. Revenue from any vending machines in the Jointly Operated Facilities that are under contract with the Association (and not part of Vending Contracts) shall be for the benefit of the Association. Subject to the following, vending machines located outside the Jointly Operated Facilities are solely controlled by the Park Board and revenue shall be for the benefit of the Park Board. Any vending in Common Spaces will be considered on a case by case basis.

Any additional financial issues specific to the Association or the Jointly Operated Facilities are addressed in Appendix C to this Agreement.

c) ~~(b)~~ Use of Revenue

As a registered not-for-profit society, the Association acknowledges that its goal and purpose is not to generate and retain large financial surpluses, but is rather to reinvest any surplus funds it generates into the community.

All Facility-Generated Revenue or other revenue generated through the use of the Jointly Operated Facilities, Common Spaces or with the assistance of the Park Board or Park Board ~~Employees~~Personnel that is received by the Association will be used by the Association to directly benefit the public through the provision of Programming and services at or from the Jointly Operated Facilities, the acquisition of equipment, minor capital and supplies used for the provision of such Programming and services, or for the payment of expenses incurred in respect of the Association's operations pursuant to this Agreement, unless otherwise agreed to by the Park Board.

The Park Board also acknowledges that the Association may use reasonable and appropriate amounts of Facility-Generated Revenue to cover necessary expenses (for example, rent payments or janitorial costs) and minor maintenance at the existing Satellite Locations used for Programming ~~as of the Effective Date~~.

14.2 ~~11.12~~ — Expenses

a) Park Board Expenses

Except for expenses that are the responsibility of the Association under this Agreement, the Park Board is responsible for all costs and expenses associated with the operation, maintenance ~~and~~ repair and any upgrade of the Jointly Operated Facilities and Common Spaces, including the following costs and expenses:

- (i) the wages, salaries and benefits of Park Board ~~Employees~~Personnel required and assigned to operate and maintain the Jointly Operated Facilities;
- (ii) assessment, upgrade, operation, maintenance and repair of the Jointly Operated Facilities building, Common Spaces and Outdoor Areas and related building systems (such as mechanical, electrical, structural), including the building envelope and core infrastructure (such as roof, walls, foundation, paint and standard flooring and lighting), subject to funding allocated and approved by the Park Board;
- (iii) subject to arrangements made in accordance with Section ~~12.2~~13.2, the upkeep, maintenance, repair and replacement of equipment in the Jointly Operated Facilities and Common Spaces that is not Association Equipment;

- (iv) utilities, waste/recycling removal, access control systems, security and janitorial services for the Jointly Operated Facilities [and Common Spaces](#); and
- (v) all other equipment required to operate the Jointly Operated Facilities, such as computers and point-of-sale equipment.

b) Association Expenses

The Association shall be responsible for [the following costs and expenses](#):

- (i) all costs and expenses incurred to operate or administer the Association;
- (ii) all costs and expenses incurred to purchase, maintain, operate and replace computers and equipment purchased by the Association for its own use;
- (iii) all costs and expenses incurred to maintain and repair any Association-owned vehicles;
- (iv) all costs and expenses associated with the provision of Programming or Association services offered at or from the Jointly Operated Facilities, including without limitation, expenses associated with Association ~~Staff~~[Personnel](#), and equipment, supplies and promotional materials for Programming;
- (v) all costs and expenses incurred to purchase, maintain, repair or replace any specialized equipment (such as ballet bars, fitness centre flooring or mirrors) used to offer Programing, to equip and operate Association run fitness centres or Licensed Childcare operated by the Association or under a rental ~~agreement with the Association~~, or for any other service for which the Association receives the revenue, [and provided always that all work involving repairs or alterations must be in accordance with Section 13.1](#);
- (vi) the purchase, maintenance, repair and replacement of minor capital equipment (such
- (vii) as pottery kilns and woodworking shops) used for Programming or other Association operations, unless the parties agree in writing that the Park Board will pay for or maintain any such equipment in accordance with Section ~~12.2~~[13.2](#), and provided always that all work involving repairs or alterations ~~to the Jointly Operated Facilities must be approved and carried out by the Park Board, unless otherwise agreed to by the parties~~[must be in accordance with Section 13.1](#);
- (viii) subject to arrangements made in accordance with Sections ~~12.2~~[13.2](#) or ~~12.3~~[13.3](#), the supply, upkeep, maintenance and replacement of Association Equipment, including any art installations or murals purchased or commissioned by the Association;
- (ix) [all costs and expenses in respect of any Satellite Locations, including any costs of renting, leasing, maintaining or repairing any Satellite](#)

location:

- (x) the Staffing Cost Recovery Payments, in accordance with Section 14.2(c);
- (xi) costs to maintain the insurance required under Section ~~13.6~~14.6;
- (xii) the Authorized Deductions; and
- (xiii) any other costs incurred by the Association that are not in respect of the Association's roles and responsibilities under this Agreement.

~~Estimates~~The Park Board may ~~be made for~~estimate components of Authorized Deductions if they do not align with the payment schedule agreed upon by the parties, with a reconciliation of Authorized Deductions to be provided by the Park Board to the Association at a minimum of once annually. The Park Board ~~agrees that it~~ shall provide notice to the Association for any anticipated or actual increases to the Authorized Deductions with as much notice as reasonably possible in the circumstances.

c) Staffing Cost Recovery Payment

The Association acknowledges and agrees that it is responsible for the payment of the Staffing Cost Recovery Payment.

The Park Board ~~commits to seeking~~shall seek the Association's approval for ~~"Group 1" costs~~the Staffing Cost Recovery Payment costs and the positions to be covered on an annual basis in alignment with the Park Board annual budgeting cycle, including any salary or wage increases negotiated under the collective agreement annually, and the Association will advise the Park Board of its decision to approve or not approve the costs within 60 days of such request for approval from the Park Board. The Association acknowledges that, if it chooses to not approve ~~the Group 1~~all or any portion of the Staffing Cost Recovery Payment costs, the Park Board ~~will~~may reduce staffing levels ~~at the Jointly Operated Facilities~~ accordingly.

Once approved by the Association, the Association acknowledges it is responsible to pay the full actual costs of ~~Group 1 employment~~the Staffing Cost Recovery Payment for the full year, or portion thereof, as applicable. The Park Board will invoice the Association for the costs on a quarterly basis, unless otherwise agreed to by the parties, and the Association agrees to pay the Park Board the amount of the Staffing Cost Recovery Payment in full within 30 days of delivery of the invoice by the Park Board. Association challenges of the amounts billed for Staffing Cost Recovery Payments will be handled in accordance with the dispute resolution process set out in Section 18.

14.3 ~~11.13~~ Budgets and Records

a) Operating Budget

The Association will, on an annual basis, ~~prior to the end of a Fiscal Year~~, develop all budgets required for the Association's operations, roles and responsibilities at or from the Jointly Operated Facilities for the Association's upcoming Fiscal Year. The Association will share its budgets with the Park Board prior to the beginning of ~~each of~~ the Association's ~~upcoming~~ Fiscal Year. If requested by the Association and agreed to by the Park Board, Park Board staff and/or the Recreation Supervisor will support the Association in the creation of these budgets.

The Park Board will, on an annual basis, develop an operating and capital budget for the Community Centre Network. The Park Board's budget shall be subject to approval of the Park Board ~~Commissioners~~. Park Board staff will review the operating budget of each facility in the Community Centre Network and, in its sole discretion, reserves the right to make adjustments to increase or decrease the operating budget for all or any part of the Community Centre Network, including by increasing or decreasing the budget for the Jointly Operated Facilities.

The Park Board, to the best of its ability, will provide a copy of the annual operating budget for the Jointly Operated Facilities to the Association. ~~It is recognized~~ ~~The list of maintenance, repair and upgrade items prioritized for the Jointly Operated Facilities and Common Spaces for that given year's annual budget in accordance with Section 13.1 will be included.~~ ~~The Association acknowledges~~ that some amounts in the Park Board budget are centrally budgeted for and will not be broken out on a facility by facility basis.

The Association acknowledges and agrees that the Park Board budget, including allocations to ~~operations, operating and~~ capital ~~other~~ resources for the Jointly Operated Facilities, Common Spaces and the Community Centre Network, are in the sole discretion of the Park Board.

b) Capital Budgets

The Park Board will develop ~~for recommendation to City Council~~ ~~annual capital budgets and future forecasting~~ ~~budgets~~ plans, such as longer term capital plans and capital outlook plans for the Community Centre Network or specific to the Jointly Operated Facilities. The Park Board will seek and consider input from the Association when determining priorities for capital investment in the Jointly Operated Facilities.

The Park Board and the CCAs shall discuss priorities for capital investment in the Community Centre Network, including renewals and replacements of specific community centre facilities, in the System-Wide Planning Sessions, or in such other meetings as the parties may agree to.

The Association acknowledges and agrees that all final decisions regarding capital budgets and expenses are in the sole discretion of the Park Board.

c) Record Keeping

The Association will establish and maintain ~~separate~~ books of account

relating to its activities at or from the Jointly Operated Facilities (including at Satellite Locations or as otherwise contemplated by this Agreement) in accordance with sound financial policies and procedures.

If the Association conducts activities that are outside the ~~Jointly Operated Facilities~~scope of this Agreement, the Association will maintain ~~records of its income and expenses related to the Jointly Operated Facilities and the Association's performance of its roles and responsibilities under this Agreement separately from records regarding~~separate records regarding the other income, expenses, operations or business ~~conducted by~~of the Association.

d) Financial Statements

The Association will provide audited financial statements for each ~~fiscal year within 150~~Fiscal Year within the earlier of: (i) one week after the audited Financial Statements have been presented to the membership of the Association at its Annual General Meeting, or (ii) within 180 days of the completion of the ~~fiscal year~~Association's Fiscal Year. The Association will post audited financial statements online. The statements will include reporting in a prominent location on the Association's website to report on any Facility-Generated Revenue, including savings~~grants, donations, bequests, and fundraising and membership-fee revenue. The statements will include reports on savings, statement of Surplus Revenue, expenditures, expenditures of Retained Earnings~~Surplus Revenue, transfers to foundations or other organizations and revenue generated in respect of Licensed Childcare that is processed outside of the Registration System.

The Park Board may audit the Association's books, financial records and accounts regarding operations at the Jointly Operated Facilities upon request and with reasonable notice.

Within 30 days of a request by the Park Board, the Association shall provide to the Park Board an accounting of ~~all expenditures made by~~ the Association's income, expenditures and account balances for the last Fiscal Year, or such other period of time as specified in the request.

Notwithstanding the foregoing, the Park Board may audit the Association's books, financial records and accounts regarding operations at the Jointly Operated Facilities upon request at any time and with reasonable notice.

e) ~~Retained Earnings~~Surplus Revenue

Prior to the end of the first year of the Term, the Association will develop a plan to spend its ~~Retained Earnings~~Surplus Revenue within the first 5 year Term of this Agreement, unless another time period is agreed to by the parties, and the Association will share its plan with the Park Board. If applicable, the Association shall update its plan on an annual basis and will share any revised plans with the Park Board. As part

of this plan, the Park Board acknowledges and agrees that the Association may allocate up to a total of 3 months operating costs, or \$300,000, whichever is less, as an operating contingency that may be retained by the Association and carried forward (on a non-cumulative basis). Any funds allocated as operating contingency are subject to the terms of Section 14.1(c). The Association will use its best efforts to execute on ~~the~~its plan and shall make expenditures of ~~Retained Earnings~~Surplus Revenue in accordance with the plan, as it is updated from time to time. ~~The Subject to the foregoing, the~~ Association agrees that ~~Retained Earnings~~Surplus Revenue may only be spent on physical improvements to or capital projects within the Community Centre Network or for the direct provision of Programming or services to the public at or from the Jointly Operated Facilities.

The Association acknowledges and agrees that the buildings and ~~fixtures~~Fixtures comprising the Entire Facility are and will continue to be owned by the City and Park Board, notwithstanding any contribution of funds (including ~~Retained Earnings~~Surplus Revenue and grant revenue) by the Association.

14.4 ~~11.14~~ Grants

The Association may, at their discretion, apply for grants from third parties or the City for initiatives. If the grant application is in respect of an activity or program that will be conducted at or from the Jointly Operated Facilities, the grant application, administration, and oversight must be done in collaboration with the Recreation Supervisor and with support of Park Board staff. All new programs and/or capital projects at or through the Jointly Operated Facilities, including those funded by grants, require the prior review and written approval of the Park Board for indemnity purposes pursuant to the Indemnity Agreement.

Where required, Park Board staff will receive training in evaluation methods and grant writing in order to provide support to the Association for grant applications.

If the Park Board receives information about grant programs offered by other government bodies, it will provide that information to the Association to support the Association's initiatives.

All grant revenue will be paid to the Association without any deduction by the Park Board ~~unless it~~or as otherwise expressly agreed to by the parties in advance, unless grant revenue is processed through the Registration System ~~or as otherwise expressly agreed to by the parties in advance, in which case the grant revenue will be subject to Authorized Deductions~~.

14.5 ~~11.15~~ Community Centre Investment Fund

a) Contribution to Community Centre Investment Fund

The Association will provide an annual contribution to the Community Centre Investment Fund ~~in an amount equivalent to a percentage of the Association's gross prior year Facility-Generated Revenue and any gross revenue generated in respect of Licensed Childcare that is processed outside of the Registration System.~~ Notwithstanding the foregoing, the Association will not be required to pay an annual contribution to the Community Centre Investment Fund in respect of revenue generated from Programming and services at Satellite Locations offered independently by the Association without the involvement or assistance of the Park Board or Park Board Personnel.

The Association will pay its annual contribution to the Park Board within 3 months of the end of the Association's Fiscal Year. The percentage applicable for each year of the Term shall be as set out in the following table:

<u>Year of Term</u>	<u>Percentage of Gross Revenue for Contribution</u>
<u>1</u>	<u>0%</u>
<u>2</u>	<u>1%</u>
<u>3</u>	<u>2%</u>
<u>4</u>	<u>2%</u>
<u>5</u>	<u>2%</u>
<u>Renewal Terms</u>	<u>2%, or such greater amount as may be agreed to prior to a Renewal Term in accordance with Section 3.2.</u>

The purpose of the Community Centre Investment Fund is to facilitate reinvestment in the Community Centre Network to achieve the Public Policy goals of the Park Board and increase equity across the Community Centre Network, including by funding training and development, providing financial support to certain centres within the Community Centre Network, and funding System-wide Programs. The Community Centre Investment Fund will not be used to finance capital projects or provide supplemental funds to the budget of the Park Board.

~~The annual contribution for an Association will be equivalent to two percent (2%) of the Association's prior year Facility-Generated Revenue and any revenue generated in respect of Licensed Childcare that is processed outside of the Registration System, and shall be paid to the Park Board within 3 month of the end of the Association's Fiscal Year.~~

In situations of financial hardship, the Association may request that the Park Board permit a partial or total exemption from that year's contribution to the Community Centre Investment Fund.

b) Allocation of Community Centre Investment Fund

The Community Centre Investment Fund will be held by the Park Board and the funds will be allocated exclusively to achieve Public Policy

goals within the Community Centre Network, including by enhancing access to, quantity and/or quality of Programming and services delivered throughout the Community Centre Network or to increase equity across the Community Centre Network.

The Park Board will consider any input provided by the CCAs regarding the use of the Community Centre Investment Fund, but in all instances the Park Board will retain decision-making authority.

The Park Board will prepare any annual report describing the use and allocation of the Community Centre Investment Fund and related outcomes, and will make the report public.

14.6 ~~11.16~~ Insurance

The Association, at its sole cost and expense, will ensure all Association directors and officers maintain director and officers' liability insurance, including coverage for employer liability where available, and shall provide proof to the City or Park Board upon request.

The Association agrees to obtain, maintain and pay for, for the entire duration of the Term, Employment Practices Liability coverage, with the City and Park Board as an additional named insured, and provide evidence of this coverage to the Park Board. Insurance coverage must be appropriate to the circumstances and acceptable to the Park Board and/or City, acting reasonably. If the requirements for insurance coverage change during the Term, the City and/or Park Board will provide reasonable notice to the Association of the amended insurance coverage requirements, and the Association shall ensure ~~the~~its coverage meets the amended requirements, as applicable.

14.7 ~~11.17~~ —Miscellaneous Operations

Subject to any written agreement between the parties, any and all parking revenue collected ~~at the Jointly Operated Facilities or~~ at the Entire Facility shall be for the sole benefit of the Park Board.

The revenue from any new commercial operation or concession at the Jointly Operated Facilities shall be allocated to the Park Board; however, the Park Board will discuss the new arrangement with the Association to consider a different allocation of revenue on a case by case basis. The revenue allocation for all commercial operations and concessions existing as of the Effective Date shall be in accordance with the ~~current~~ practices detailed in Appendix C.

15.12 ~~11.18~~ COMMUNICATIONS AND PLANNING

15.1 ~~11.18~~ Communications Between Parties

All communications between the parties shall be respectful and constructive and will be in line with the parties acknowledgement and respect of their

distinct roles and shared objectives.

The Park Board and Association shall maintain regular communications regarding the operation of the Jointly Operated Facilities, provision of Programming and the roles and responsibilities of each party under this Agreement, including through regular meetings between Park Board staff and the Association. In addition to regular meetings, the parties will participate in the System-wide Planning Sessions described below.

The Park Board will advise the Association in a reasonable timeframe of any plans, including building repair or maintenance projects, which may impact the use of or access to the Jointly Operated Facilities. Except in the case of an emergency, the Park Board will provide reasonable advance notice in writing to the Association when such a disruption is likely. The Park Board ~~agrees to~~will use reasonable efforts to minimize the adverse effects of any such plans.

15.2 ~~11.19~~ System-wide Planning and Communication Sessions

To facilitate system-wide planning, communication and outcomes measurement across the Community Centre Network the Park Board and representation from all CCAs will meet a minimum of twice annually (each, a “**System-wide Planning Session**”). The System-wide Planning Sessions will be scheduled by the Park Board and the Park Board will use reasonable efforts to select dates that work for the greatest number of CCA representatives. The Park Board will give a minimum of 30 days’ notice of a date that is selected for a planning session. If a director of a CCA is not able to attend, they will select a suitable delegate to attend the applicable System-wide Planning Session.

The System-wide Planning Sessions will be used to review or develop proposed Park Board policies that affect the Community Centre Network, share research and demographic information conducted by any of the parties that is relevant to the Community Centre Network, review or conduct capital planning, hold governance training sessions, discuss and consider any changes to this Agreement prior to a Renewal Term, and address any other topics that are of interest to the CCAs or the Park Board. Topics for discussion may be proposed by the Park Board or any of the CCAs. The System-wide Planning Sessions will be focused on topics that are applicable system-wide to the Community Centre Network. Issues that are specific to a particular facility (e.g., facility maintenance and upgrades, marketing and communication plans, and staff training) are not appropriate for discussion at the System-wide Planning Sessions and will be addressed locally with the respective Recreation Supervisor and respective individual Association, as is currently the practice.

The System-wide Planning Sessions are not intended to replace Park Board participation in other regular meetings with the Association.

System-wide Planning Sessions may be held more than twice annually if

agreed to by the Park Board and the majority of the CCAs.

16.12 INFORMATION AND BUSINESS SYSTEMS, TECHNOLOGY & TELECOMMUNICATIONS

16.1 ~~11.20~~ Registration System

The Association acknowledges and agrees that a common recreation and registration management system which is designated, owned and operated by the City/Park Board will be exclusively used for all administrative functions at or related to the Jointly Operated Facilities ~~administration~~ and that no other system may be used for those functions. Administrative functions include processing, ~~record~~recording and storing all Programming, registration and rental information, ~~preparation of~~preparing instructor contracts, ~~to process~~processing and recording all payments for ~~Facility-Generated~~Centrally Processed Revenue, customer account inquiries and providing front desk and customer service. Payment in all forms will be processed through the Registration System. The Registration System may also be used to process donations, Association memberships, fundraising revenue, bequests and/or grants at the election of the Association. All transaction processed using the Registration System will be subject to Authorized Deductions.

The Registration System will be used to generate reports that detail all funds received, payment information, registration statistics, and provide information for measuring program performance. The reports will be generated on a schedule agreed to by the parties and will be made available to both the Association and the Park Board. The Association will also have direct access to other information from the Registration System relating to Association programs/services and membership. The Park Board will conduct regular reviews of the Registration System for accuracy.

As required, the Park Board will meet with the Association to resolve non-technical issues regarding the Registration System and will provide or seek technical support as required.

At the election of the Association, the Park Board will work with the Association to develop and implement a new process to secure rental and damage deposits so that deposits may be secured with a credit card or cheque on file and not be processed through the Registration System such that transaction fees are avoided for refundable deposits.

The Registration System in use as of the Effective Date is "Activenet", a recreation management software provided by by Active Network Ltd. ("ActiveNet"). The Park Board and the CCAs have agreed to more specific details regarding the use of Activenet, which are detailed in Appendix D to this Agreement.

16.2 ~~11.21~~ — Ownership of Systems

All information technology software, business systems, hardware, data, wireless hardware and software, information technology infrastructure, and telecommunications equipment installed or utilized in the ~~Jointly Operated Facilities~~ Entire Facility with connection to City ~~networks~~ Networks (collectively, the “IT Assets”) will be owned, supplied, managed, maintained and repaired by the City on behalf of the Park Board.

If the Association wishes to install any Association-owned software ~~or information technology~~ on City or Park Board computers, it must first obtain the prior written approval of the Park Board and, if such software will connect to the City Network, the prior approval of the City IT department.

The Association may purchase its own computer equipment, provided that the Association equipment ~~may~~ is not ~~be~~ connected to the City ~~or Park Board networks~~ Networks or other internet service, except for City public wifi, or used for any business function associated with the Jointly Operated Facilities, and all uses must comply with the terms of this Agreement. The Association will be responsible for all maintenance, repair and replacement of its own equipment.

16.3 ~~11.22~~ Security Systems

All existing or future surveillance systems, security systems and security monitoring ~~shall~~ will be the sole responsibility of the Park Board. The Association may not install any surveillance, security or monitoring systems or technology in the Jointly Operated Facilities or Common Spaces.

16.4 Management of Data

Both parties acknowledge the unique nature of their relationship and operations at the Jointly Operated Facilities and commit to the cooperative and proper joint management of data and personal information obtained through the operations contemplated by this Agreement. The parties acknowledge and agree that that all data and other personal information collected in the course of their operations at or from the Jointly Operated Facilities or otherwise administered using IT Assets will be managed in compliance with all Applicable Laws and will only be used for the original intent for which it was collected.

16.5 ~~11.23~~ Use of Business Systems and Information Technology

The ~~Associations'~~ parties use of the ~~City/Park Board equipment referenced above, shall~~ IT Assets, including the Registration System, will be subject to the following conditions:

- (a) Applicable Laws: Usage of all IT Assets must be in compliance with Applicable Laws including, for greater certainty, all privacy legislation and the Freedom of Information and Protection of Privacy Act

(FOIPPA), RSBC 1996 c. 165, as such laws may be amended or replaced from time to time;

- (b) Security: Usage of all information technology assetsIT Assets will be in accordance with City information technology security policies and standards;
- (c) PCI: All information technology software, hardware and infrastructureIT Assets will be maintained in compliance with the current Payment Card Industry (PCI) standards, as applicable;
- (d) Access Rights: Network and software access will be granted in accordance with City information technology identify managementIdentity Management, network access, and applications access policies and standards; and
- (e) Hardware: Usage of information technology hardware will be in accordance with City information technology “acceptable use” policy, as all such policies and standards may be amended or replaced from time to time.

17.12. OWNERSHIP OF COMMUNITY CENTRE ASSETS

17.1 ~~12.1~~ Community Centre Facility

The Association acknowledges and agrees that the City is the sole owner of the Entire Facility, including the Jointly Operated Facilities. The City is also the sole owner of all other improvements and ~~items which are affixed to the Entire Facility (for example, permanent reader boards)~~ Fixtures, unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. The Association acknowledges and agrees that it has no interest, right or title in the Entire Facility and, except for the rights expressly granted to the Association under this Agreement for the Term, it has no ~~licenses, leases~~ independent license, lease or other right to occupy the Entire Facility, now or in the future, whether written or implied.

The Association further acknowledges and agrees that no licence, lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association’s occupation or operations at all or any part of the Entire Facility, including the Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities and Common Spaces arise solely under this Agreement.

Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities ~~are~~or Common Spaces shall be for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation to the Park Board and the City for the purposes of enhancing the Entire Facility. The Association ~~shall~~will remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

~~[FOR LEASED CENTRES ONLY - USE THE FOLLOWING PARAGRAPH WILL BE INCLUDED IN THE JOA INSTEAD OF THE FOREGOING]~~

The Association acknowledges and agrees that the Park Board is the sole lessee of the Entire Facility, including the Jointly Operated Facilities pursuant to the lease dated _____, between _____ and _____ (the "Lease"). Ownership of the Entire Facility is in accordance with the Lease and the Park Board is the sole beneficiary of any ownership and lease rights pursuant to the Lease. To the extent permitted under the Lease, the Park Board/City is also the sole owner of all other improvements and ~~items which are affixed to all or any portion of the Entire Facility (for example, permanent reader boards)~~Fixtures, unless otherwise agreed to by the parties in writing. Jurisdiction for managing the Entire Facility resides with the Vancouver Park Board. The Association acknowledges and agrees that it has no interest, right or title in all or any portion of the Entire Facility or the Lease and, except for the rights expressly granted to the Association under this Agreement for the Term, it has no licenses, leases or other right to occupy the Jointly Operated Facilities, now or in the future, whether written or implied.

The Association further acknowledges and agrees that no licence, lease, sub-lease or other right to occupy all or any portion of the Entire Facility will arise or has arisen by virtue of the Association's occupation or operations at all or any part of the Entire Facility, including Jointly Operated Facilities, or by the past or future conduct of the parties and that any past or future funds contributed by the Association towards the Jointly Operated Facilities or any other infrastructure comprising the Entire Facility, including towards the base building, building additions, capital infrastructure or improvements to the Lands, do not give rise to any interest, right or title in all or any portion of the Entire Facility or the Lease in favour of the Association. All rights of the Association for the use of or access to the Jointly Operated Facilities and Common Spaces arise solely under this Agreement.

Other than items that are agreed to be Association Equipment, all items that are purchased by the Association for the Jointly Operated Facilities or Common Spaces are for the benefit of the Entire Facility and are being contributed as an unconditional and irrevocable donation for the purposes of enhancing the Entire Facility, and the ownership of such items ~~shall~~will be determined by the Park Board in accordance with the Lease. The Association

~~shall~~will remain as the owner of all the Association Equipment, as such inventory is updated from time to time.

17.2 ~~12.2~~ Equipment and Assets

The Park Board acknowledges and agrees that the Association is the owner of ~~chattels~~personal property other than Fixtures and easily removable equipment that were purchased ~~using~~ 100% by the Association ~~funds~~using funds at its disposal or which were directed to the Association, unless the parties have agreed otherwise in writing (“Association Equipment”). The Park Board and the Association will create and maintain an up to date inventory of Association Equipment, and any changes, additions or deletions to the inventory must be agreed to by the Association and the Park Board.

Disagreements on the ownership of an item ~~shall~~will be resolved using the ~~Dispute Resolution~~dispute resolution process set out in Section ~~17~~18.

Other than Association Equipment, or any equipment or assets that were purchased by an affiliated group, 3rd 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. ~~13.~~ DISPUTE RESOLUTION

18.1 ~~13.1~~ Dispute Resolution Process

It is the belief of both parties that issues should be ideally resolved constructively at the local community centre level. All disputes between the Association and the Park Board must first be discussed by the Recreation Supervisor and/or the Manager of the Jointly Operated Facilities and Association representatives who will attempt to resolve the dispute in a respectful and constructive manner.

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, 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 General Manager of the Park Board for further discussion and the parties will attempt to resolve the dispute. If a dispute is referred to the General Manager, the Association and Park Board management staff must each submit a written summary of the dispute to the General Manager, including all relevant facts and any applicable policies, prior to the dispute being reviewed.

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, then:

(a) for matters subject to arbitration, the dispute may be resolved by binding arbitration at the election of either of the parties, pursuant to Section ~~17.2~~18.2. If agreed to by the parties, the parties may also decide to refer any arbitral issues to mediation or another form of dispute resolution before pursuing arbitration; and

(b) for matters not subject to arbitration, the dispute may be referred to the Park Board Commissioners for further consideration and a final decision.

The Park Board Commissioners will render a decision within 2 months of the dispute being referred and receipt of the written summaries of the matter.

The parties agree that the following matters are not subject to arbitration:

(a) matters ~~are~~ under the sole jurisdiction of the Park Board, including:

- (i) policies and standards established by the Park Board or the City, including Public Policy, provided such policies and standards do not directly contradict the express terms of this Agreement; and
- (ii) allocation of Park Board budgets and resources;

(b) compliance with Applicable Laws and corporate policies; and

(c) the ownership of the Entire Facility, including the Jointly Operated Facilities.

18.2 ~~13.2~~ Arbitration

All disputes subject to arbitration under this Agreement, including disputes concerning the interpretation of this Agreement and accounting and payment disputes, may, at the election of either of the parties, be referred to and finally resolved by binding arbitration. Matters to be resolved by arbitration ~~shall~~will be subject to arbitration in accordance with the *Arbitration Act*, R.S.B.C. 1996, c. 55. Unless the parties otherwise agree in writing, the dispute ~~shall~~will be referred to and finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre, pursuant to its Rules for the conduct of domestic commercial arbitrations. The place of arbitration shall be Vancouver, BC. The arbitration will be conducted before a single arbitrator and shall be final resolution for the matter being referred. The administrative fees for the arbitration and the arbitrator's fees and expenses (collectively, the "Arbitration Fees") ~~shall~~will be split equally between the Park Board and Association but the ultimate allocation of Arbitration Fees between the parties ~~shall~~will be determined by the arbitrator in apportioning costs between the parties at the conclusion of the arbitration.

19.14. BRAND AND BRAND PROTECTION

The parties acknowledge that they are cooperating to provide valuable services to the public, and that the reputation and public image of both the Park Board and the Association is important to both parties. To ensure the integrity of this Agreement, the parties agree to respect each other's brand and public image and to communicate about each other in a constructive and respectful way in all public materials or forums.

Programming materials (such as the program brochure for the Jointly Operated Facilities) and all signage at the Jointly Operated Facilities will be co-branded and feature the logos of both the Park Board and the Association.

20.15. CHANGES TO JOINTLY OPERATED FACILITIES

20.1 ~~15.1~~ Additions to Entire Facility

If additions or renovations adding space are made to the Entire Facility, and the new space is to be used for purposes consistent with the scope and offerings of the existing Programming provided by the Association, then this Agreement will be amended as required to include the new space within the scope of the Jointly Operated Facilities. Notwithstanding the foregoing, if the Association is or has been in sustained breach of this Agreement or if the Park Board holds reasonable concerns regarding the Association's ability to operate the new space in a safe, professional and ~~complaint~~compliant manner, then the new space will not be automatically included in the scope of Jointly Operated Facilities and the Park Board may elect to operate the new space itself or with the assistance of another partner organization.

If, at any time during the Term or any renewal term, other major changes are made to the Jointly Operated Facilities or Common Spaces, such as the addition of significant new facilities (such as a café or concession) ~~in the Jointly Operated Facilities~~, or additions or renovations adding space that is to be used for purposes that are not consistent with the the scope and offerings of the Association's existing Programming or services, then the parties ~~shall~~will negotiate an amendment to this Agreement to clarify the roles and responsibilities of the parties with respect to the new facilities. The final decision with respect to ~~the~~any new facilities or space ~~shall~~will rest with the Park Board.

20.2 ~~15.2~~ 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 ~~shall~~may be removed from the scope of the ~~"jointly-operated facilities"~~ Jointly Operated Facilities, as identified in Appendix A.

20.3 ~~15.3~~ Closure or Replacement of Jointly Operated Facilities

If, during the Term, the Jointly Operated Facilities are closed, reconstructed or relocated ~~[or the Lease is terminated]~~, this Agreement will terminate and any remaining ~~Term~~term shall expire. ~~The~~ Prior to the termination of this Agreement and the closure, reconstruction or relocation of the Jointly Operated Facilities, the Park Board, Association, and any other affected CCA ~~shall~~will discuss the ~~new~~ arrangements for the new or replacement facility, if any, and, if mutually agreeable, enter into a new joint operating agreement that addresses any changes to the facilities or the operating arrangements.

[If the facility is leased by the Park Board, the following section 20.4 is to be included]

20.4 ~~15.4~~ Renewal and Termination of Lease

The Association acknowledges that the Jointly Operated Facilities are leased by the Park Board from _____ pursuant to the Lease and that, if the Lease is terminated this Agreement ~~shall~~will terminate, and any remaining Term of this Agreement shall expire, on the day that is one day prior to the date that the Lease is to terminate. The Association further acknowledges and agrees that the Park Board has no obligation to renew the Lease, extend the term of the Lease or enter into a new lease for the Jointly Operated Facilities (or replacement facilities) and that, if maintaining the Lease becomes financially unfeasible for the Park Board, the Park Board may terminate the Lease in accordance with the provisions of the Lease.

21. ~~16.~~ TERMINATION ~~OF AGREEMENT~~ OR NON-RENEWAL

21.1 Breach by Association

In addition to the Park Board's rights of termination or non-renewal set out in Sections 3.2, 20.3 and 20.4, the Park Board may terminate this Agreement with a minimum of 90 days prior written notice in the event of a sustained, material, un-remedied breach of this Agreement by either party, with no satisfactory steps taken to resolve the breach in a timely manner, the non-defaulting party may, at any time during the Term, elect to terminate this Agreement with 90 days prior written notice. Thethe Association; provided that, the right to terminate will be subject to the following:

- (a) the termination notice must specify the breach in reasonable detail ~~and the defaulting party shall~~;
- (b) the Association will have a cure period of 60 days to remedy the breach, except in the case of emergency, in which case a shorter cure period may be specified. In the event of emergency, the ~~non-defaulting party~~ Park Board may take reasonable action to cure the breach on behalf of the ~~defaulting party~~ Association at the expiry of the notice period. ~~If the defaulting party, or sooner as may be~~

specified in the notice of breach:

- (c) the Association must make reasonable and diligent efforts to resolve the breach in a manner satisfactory to the Park Board in a timely manner;
- (d) If the Association does not satisfactorily remedy the breach in the cure period, the notice to terminate ~~shall~~will be deemed effective and the Agreement will automatically terminate at the end of the 90 day notice period. ~~If; provided that, if~~ more than 60 days is required to remedy the breach (using reasonable resources and acting diligently), then the ~~defaulting party~~Association will not be considered to be in breach after 60 days (except in the case of emergency) if, immediately after receiving the notice of breach, the ~~defaulting commenced~~Association commenced the remedy of the breach, immediately notifies the Park Board of the steps it will take to remedy the breach, and has proceeded to diligently and continuously remedy the breach so that the breach is cured as soon as reasonably possible.; and
- (e) If the ~~defaulting party~~Association fails to continuously and diligently work towards resolving the breach, the ~~non-defaulting party~~Park Board may terminate this Agreement with no further notice required.

If the ~~defaulting party~~Association disagrees that the action or event specified in the notice constitutes a material breach of the Agreement, the ~~defaulting party~~Association may invoke the dispute resolution mechanism. If the alleged breach is of a serious nature, in the reasonable opinion of the Park Board, the Park Board may elect to expedite the dispute resolution mechanism and refer the dispute directly to the Park Board General Manager or arbitration, if applicable.

For the purposes of this Agreement, “material breach” of the Association shall include failure of the Association to comply with Public Policy, breach of Applicable Laws, fraudulent conduct, ~~misappropriate~~misappropriation of funds, financial wrongdoing or criminal activity on the part of the Association, use of funds for purposes not permitted under this Agreement, sustained failure of the Association to provide financial information required under this Agreement, discrimination or human rights violations on the part of the Association or any ~~other~~ conduct by the Association which is directed against the public interest.

In the event of termination of this Agreement, all outstanding payments between the parties will become immediately due and payable and subject to withholding, and the parties will work cooperatively to transition operations to the Park Board or its designate to ensure minimal disruption to the public.

21.1 Association’s Right to Terminate

~~If, during the Term or any renewal term, the Jointly Operated Facilities~~

~~are closed, demolished, reconstructed or relocated [or the Lease is terminated], this Agreement will terminate and any remaining Term shall expire.~~

In addition to the Association's rights of non-renewal set out in Section 3.2, the Association may terminate this Agreement on 90 days prior written notice at any time, and the Association agrees that, in the event of such termination, the Association will work cooperatively and in good faith with the Park Board during the notice period to transition services to the Park Board or its designate to ensure minimal disruption to the public.

~~At~~In the event of termination of this Agreement, all outstanding payments between the parties will become immediately due and payable, ~~and~~ subject to withholding, and the parties will work cooperatively to transition operations to ensure minimal disruption to the public.

22.17.NOTICES

~~Notice to the Park Board will be given by delivering written notice by mail, courier or e-mail to the attention of the General Manager at:~~Any notice, approval or request required or permitted to be given under this Agreement shall be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia:

(a) to the Park Board:

Board of Parks and Recreation

2099

Beach

Avenue

Vancouver,

British

Columbia

V6G 1Z4

Email: _____

Attention: General Manager

~~(b) Notice to the Association will be given by delivering written notice by mail, courier or e-mail to the attention of the President at:~~

[Insert contact details]

Attention: President

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request shall be deemed to have been received on the date of delivery of such notice, approval or request or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request shall only be effective if actually delivered

23. TERMINATION OF PRIOR JOA

The Association and the Park Board hereby acknowledge and agree that this Agreement replaces the Prior JOA, and the Prior JOA is hereby terminated with effect on the Effective Date, and shall be of no force and effect from and after the Effective Date.

24. ~~18.~~ MISCELLANEOUS

24.1 ~~18.1~~ Governing Laws

This Agreement, regardless of where executed or performed, will be governed by and construed in accordance with the laws of the Province of British Columbia.

24.2 ~~18.2~~ Enurement

This Agreement shall enure to the benefit of and be binding upon the Park Board and the Association and their respective successors and permitted assigns.

24.3 ~~18.3~~ Severability

All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants shall remain and be binding.

24.4 ~~18.4~~ Non-Derogation

Nothing contained or implied in this Agreement will derogate from the obligations of the Association under any other agreement with the City or the Park Board or, prejudice or affect the City or Park Board's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City and Park Board under all public and private statutes, by-laws, orders and regulations, which may be as fully and effectively exercised in relation to the Jointly Operated Facilities as

if this Agreement had not been executed and delivered by the Association and the Park Board.

24.5 ~~18.5~~ Time of the Essence

Time shall be of the essence of this Agreement.

24.6 ~~18.6~~ Captions

The captions and headings throughout this Agreement are for convenience and reference only and the words and phrases contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement.

24.7 ~~18.7~~ Interpretation

Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neutral genders.

24.8 ~~18.8~~ Waiver

The ~~Association~~parties acknowledges and agrees that no failure by ~~the Park Board~~either party to exercise and no delay in exercising any right or powers of enforcement under this Agreement by either party shall operate as a waiver thereof. The remedies herein provided shall be cumulative and not exclusive of any other remedies provided by law or equity.

24.9 ~~18.9~~ Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all previous communications, representations and agreements, whether oral or written, with respect to the subject matter hereof. 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.

24.10 ~~18.10~~ Assignment

The Association shall not assign its rights or obligations hereunder without the prior written consent of the Park Board, which consent may be ~~arbitrarily~~withheld in the sole discretion of the Park Board.

24.11 ~~18.11~~ Independent Legal Advice

Each of the parties acknowledge that they have been advised to obtain and have been afforded sufficient opportunity to obtain independent legal advice

prior to entering into this Agreement.

24.12 ~~18.12~~ Collective Agreements

The Association acknowledges and agrees that nothing in this Agreement supersedes any duties and responsibilities of the Park Board or the City under any and all collective agreements with trade unions certified to represent employees of the Park Board ~~or~~ City.

24.13 ~~18.13~~ City as Public Body

The parties to this Agreement each acknowledge that the City is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia), as the same may be amended or superseded from time to time ("FOIPPA") and that as a public body under FOIPPA, the City may be requested to disclose confidential information provided to it by the Association and other CCAs, including budgets and records of revenue and expenses. The Association agrees that any such disclosure by the City will not constitute a breach of the City's obligations hereunder.

24.14 Permanent Public Park

Notwithstanding anything contained in this Agreement, if the Jointly Operated Facilities are part of a permanent public park within the meaning of section 490 of the *Vancouver Charter*, S.B.C. 1953, C. 55, as amended, and ceases to be part of such a permanent public park pursuant to section 488 of the *Vancouver Charter*, then this Agreement and the licence granted hereunder will be terminable at the option of the Park Board but all obligations of the Association up to the date of any such termination will survive such termination. Upon termination pursuant to this Section, at the option of the Association and subject to any required approval of Vancouver City Council or the Park Board, the Park Board shall enter into a separate licence agreement with the Association on the same terms and conditions of this Agreement for the remaining balance of the Term.

TO EVIDENCE THIS AGREEMENT the authorized signatories of each of the parties have executed this ~~agreement~~ Agreement to be effective as of the Effective Date.

CITY OF VANCOUVER as represented by its

BOARD OF PARKS AND RECREATION

by its authorized signatory:

Signature

Print Name and Title

November 30, 2016

[ASSOCIATION]

by its authorized signatories:

_____ Signature	_____ Print Name and Title
_____ Signature	_____ Print Name and Title

Approved by resolution of the Board of Parks and Recreation on <📅insert date>.

APPENDIX A - ~~Plan of~~ Jointly Operated Facilities

~~[Plan to be inserted showing all buildings/~~List of rooms/ ~~areas included in the Jointly Operated Facilities.]~~

Common Spaces will continue to be used jointly by the parties in accordance with current practices.

APPENDIX B ACCESS POLICY

Policy for public access to the Jointly Operated Facilities is set by the Park Board. The current policy, which may be amended or updated from time to time through the Term of this Agreement at the discretion of the Park Board, is set out below.

OneCard

- OneCards issued from the Jointly Operated Facilities will be co-branded with the Park Board logo and Association logo and all access and use products (i.e. Flexipass, LAP, etc.) will be loaded on to a user's OneCard.

Flexipass

- The Association will accept Flexipasses loaded onto the OneCard at the Association
-run fitness centre.
- The Park Board will provide a share of Flexipass revenue to the CCA as per the reimbursement rates provided in Appendix 1 attached. The reimbursement rates will be reviewed in the first year of the joint

operating agreement.

- The Association may continue to sell their own products (eg. fitness centre cards), but will not require their products to be used.

Leisure Access Program

- The Association will accept the Leisure Access Program ("LAP") passes (for fitness and all Programming) loaded onto OneCards of residents approved by the Park Board.
- The Park Board will accept LAP for swimming, skating and fitness programs and other Park Board services, as determined by the Park Board.
- The current 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; and
 - 50% off the Programming rate for one program per person, per season, per centre so long as a program's minimum registration is met;
- The LAP does not apply to private lessons, special events, or Licensed Childcare.
- The LAP does not preclude other subsidy programs.
- The Park Board agrees to financially compensate the Association for any registration in excess of the [current LAP subsidy listed](#) above.

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 applicable CCA, [notwithstanding any discounts that the Park Board may have applied to the purchase of the Flexipass](#).

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
Reimbursement amount per use (average)	\$4.69	\$3.02	\$2.67	\$2.10

YOUTH	10 visit	1 month	3 months	12 months
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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
Reimbursement amount per use (average)	\$3.35	\$2.11	\$1.87	\$1.47

SENIOR	10 visit	1 month	3 months	12 months
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
Reimbursement amount per use (average)	\$3.35	\$2.11	\$1.87	\$1.47

- 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:

- 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.
- 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.

APPENDIX C - Issues and Financial Matters Specific to Association
[to be inserted]

APPENDIX D Operational Details for ActiveNet

The parties agree the ActiveNet will be used at the Jointly Operated Facilities in accordance with the following practices:

- (a) ActiveNet will be used at the Jointly Operated Facilities for administrative functions, including to process, record, and store registration information for Programming, to process and record payments of ~~Facility-Generated~~Centrally Processed Revenue, customer account inquiries, and front desk and customer service administration. The functions and modules currently processed through ActiveNet (and previously processed through the Safari system) ~~shall~~will continue to be processed through ActiveNet, consistent with the existing practices of the parties;
- (b) the City/Park Board will collect ~~Facility-Generated~~Centrally Processed Revenue on behalf of the Association through ActiveNet;
- (c) payment in all forms (cheques, cash, credit, debit) for Programming, services, rentals, childcare, memberships and any other activity provided by the Associations and administered with the support of Park Board or City staff will continue to be processed through ActiveNet, as is currently the case;
- (d) the Park Board/City will remit the ~~Facility-Generated~~Centrally Processed Revenue to the Association, subject only to Authorized Deductions, on the current bi-weekly schedule of payments unless a different schedule of payments is agreed to by the parties;
- (e) except for the Authorized Deductions, the Park Board/City will not withhold ~~payment of any Facility-Generated~~Centrally Processed Revenue to the Association through ActiveNet for any reason without the Association's written consent;
- (f) within the limits of ActiveNet functionality, the City/Park Board will provide to or make available to the Association timely ActiveNet reports on ~~Facility-Generated~~Centrally Processed Revenue, payments, deductions, refunds, and taxes by providing ActiveNet logins and training to Association and/or by scheduling reports to be automatically sent to Association;
- (g) the Association will meet with the Park Board and/or City to resolve

non-technical issues within 15 business days of a request by the Park Board;

- (h) the City/Park Board meet with the Association within 15 business days of a request by the CCAs to resolve non-technical issues and make changes to resolve the issues raised by the CCAs or any of them, unless ~~the Park Board and/or City provides written reasons as to why the requested change has been demonstrated by the City and/or the Park Board to not be~~ is not practically feasible;
- (i) the Park Board/City will continue to provide technical support to the Association for ActiveNet and work with ActiveNet to ensure technical support is available to resolve any issues;
- (j) the parties will meet and provide regular and ongoing feedback to each other on how ActiveNet is working, reporting needs, financial and bookkeeping needs, and other topics;
- (k) ~~either party will meet and~~ review the payment schedule for ~~Facility-Generated~~ Centrally Processed Revenue within a reasonable period of time, if requested by the other party;
- (l) all receipts generated through ActiveNet will bear the name of the Association and the Park Board in equal prominence, except for debit and credit card slips, which bear the name of the account and the name of the Jointly Operated Facilities;
- (m) individuals registering for or purchasing Programming through ActiveNet in person or online will be able to, in person and online, purchase a membership in the Association offering the Programming; and
- (n) The insufficient fund (“NSF”) fees, if any, currently charged by Association will be maintained. The City/Park Board will collect and retain those fees, except in instances where a particular NSF fee has been waived by an Association. Each Association may waive an NSF fee on a case by case basis according to the financial needs of the individual incurring the NSF fee.
- (o) The Park Board and the City agree that any limitations of ActiveNet shall not constitute grounds for the Park Board or the City to interfere with the current Association practices for determining and implementing fees to be charged to patrons for Programming, services, rentals, childcare, memberships, and any other activity provided by the Association; and
- (p) The City and Park Board agree that, if the Association wishes to explore the option of no longer using ActiveNet for childcare administration, the City and/or Park Board will meet with the Association to discuss the implications of the Association no longer administering childcare payments and childcare registration in ActiveNet.

APPENDIX 3 – CCA PARTICIPATION

Draft 2 JOA Feedback Workshop Attendance

The following table indicates attendance at each of the Draft 2 JOA Feedback Workshops³.

CCA	First Name	Last Name	Sep 10	Sep 24	Sep 28	Oct 05
Champlain Heights	Maria	Rantenen	x	x		x
Champlain Heights	Abdul	Shaikh		x	x	
Champlain Heights	Terry	Kirstiuk		x		x
Champlain Heights	Lorna	Gibbs	x			
Champlain Heights	Penny	Tonge				x
Douglas Park	Christine	Coleman	x			
Douglas Park	Chris	Lowe		x		
Douglas Park	Celeste	Munger	x	x		
Douglas Park	Dale	Leibel	x	x	x	x
Dunbar	Brian	Crowther	x	x		x
Dunbar	Peggy	Griesdale			x	
Dunbar	Jane	Ingman Baker	x	x		x
Dunbar	Gerry	Massing		x	x	x
Dunbar	Kathy	Mullen	x			
Dunbar	Jonathan	Weisman		x		
Dunbar	Christina	Yan-Lee		x		
False Creek	Paul	Porter	x		x	
False Creek	Eileen	Pedde	x	x		x
Grandview/Trout Lake	Kate	Perkins	x	x		x
Hastings	Sherry	Breshears	x	x		x
Kensington	Milan	Kljajic		x		x
Kensington	Mary	Sutherland	x	x	x	x
Kensington	Brad	Tamplin				x
Kensington	Louise	Boutin	x	x		x
Kensington	Elizabeth	Enright	x	x		
Kensington	Virginia	Lew	x	x	x	
Kerrisdale	Kathleen	Bigsby		x	x	
Kerrisdale	Oscar	Bisnar	x	x	x	x
Kerrisdale	David	Eaton		x	x	
Kerrisdale	Humaira	Akhtar	x			
Kerrisdale	Duncan	Ainslie				x
Killarney	Bud	Lilam			x	

³ At each workshop, there was a registry desk that attempted to ensure every attendee was listed however there were occasions where some attendees missed the registration and others where late comers' attendance may have been missed.

Killarney	Terry	Kirstiuk		x		
Killarney	Wendy	Tupling Guest				x
Killarney	Frank	Cosco	x			
Killarney	Ainslie	Kwan	x	x		
Kitsilano	Jerry	Fast	x	x	x	x
Kitsilano	Robert	Haines	x			x
Kitsilano	Don	Shaw	x	x	x	x
Marpole-Oakridge	Albert	Leung	x	x	x	x
Marpole-Oakridge	Christine	Snow	x		x	x
Marpole-Oakridge	Mike	Burdick	x			
Marpole-Oakridge	Norman	Zottenberg		x	x	x
Mount Pleasant	Anita	Romaniuk	x	x	x	x
Mount Pleasant	Alex	Burton	x			x
Renfrew Park	Gayle	Uthoff	x	x	x	x
Riley Park/Hillcrest	Arthur	Bomke	x	x		x
Roundhouse	Craig	Giles		x		x
Strathcona	Shannon	Williams	x	x	x	x
Strathcona	Shirley	Joe	x		x	
Strathcona	Cherryl	Lam			x	
Strathcona	Teresia (TC)	Waisman		x	x	
Strathcona	John	Hawkes			x	
Strathcona	Holly	Alyea		x		x
Strathcona	Emma	Carscadden		x		x
Thunderbird	Diane	Lord-Cotton	x	x	x	x
West End	Dave	Pasin	x		x	x
West End	Ian	Haywood Farmer	x	x	x	x
West Point Grey	Shamim	Shivji	x	x		
West Point Grey	David	Dolphin	x		x	
West Point Grey	Guangbin	Yan	x			
TOTAL			38	39	27	34

Draft 2 JOA Feedback – On-line Survey Input

On-line survey input was received from the following CCAs:

Douglas Park
Dunbar
False Creek
Grandview/Trout Lake
Hastings
Kensington
Kerrisdale
Killarney

Kitsilano
Mount Pleasant
Renfrew Park
Roundhouse
Strathcona
Thunderbird
West End
West Point Grey