

Summary of Key Terms in Final Draft CCA JOA

This document has been prepared as a high level summary to help guide review of the Final Draft JOA. Please refer to the Final Draft JOA for full language on each topic.

Topic	Summary
Effective Date	June 1, 2017 (1. Definitions)
Scope of Agreement	“Jointly Operated Facilities” e.g., community centre building. (Whereas- I) This Agreement replaces the previous JOA. (Whereas - H)
Relationship Between Park Board and CCAs	Independent contracting bodies. (2. Legal Relationship)
Term and Renewal	5 years + two consecutive 5 year options to renew. (3.1 Term)
CCA Governance	CCA will adopt and adhere to good governance policies. Park Board will provide training. (4. Association Governance) CCA will maintain director/officer liability insurance and status as not-for-profit. (4. Association Governance) This Agreement will not require CCA to contravene <i>Society Act</i> . (4. Association Governance)
Setting Public Policy	Policy priorities and objectives for recreation system is the responsibility of elected Park Board Commissioners. (6.2 Changes to Public Policy)
Access to Community Centres	LAP (for fitness centres and all programming) and Flexipass (for fitness centres) will be accepted everywhere. (Appendix B) LAP and Flexipass loaded onto OneCards. (Appendix B)
Community Centre Programs	Responsibility of CCA. (7.2 Programming Responsibilities) Park Board will support programming. (7.2 Programming Responsibilities)
System-Wide Programs	Park Board may include up to 5 system-wide programs at each centre. (7.3 System-wide Programs) CCA and Park Board will collaborate on review of system-wide programs. (7.3 System-wide Programs)
CCA Memberships	CCA membership not required to register for any programs or services. (8. Association Membership) Membership can be offered on an opt-in basis at registration (CCA can charge for membership). (8. Association Membership) CCA has direct access to membership information. (8. Association Membership)
Space Allocation	CCA responsible for programming space and room rentals. (9. Use Allocation for Jointly Operated Facilities) Priority space allocation for Association programming and not-for-profit rec, culture or arts community groups. (9. Use Allocation for Jointly Operated Facilities) Park Board/City may require short term use (e.g., for events or emergencies). (9. Use Allocation for Jointly Operated Facilities) CCA will have access to office space and storage space in centre. (9. Use Allocation for Jointly Operated Facilities)

Topic	Summary
Licensed Childcare	Will meet standards set by Park Board, City, and any other relevant standards, legislation and regulation. (10. Childcare)
CCA HR Responsibilities	<p>CCA is the employer/contracting party for CCA personnel and instructors, with authority over duties, transfers, vacation scheduling, etc. (12.1 Association Personnel and Volunteers)</p> <p>CCA responsible for volunteer screening and oversight, unless delegated to Park Board. (12.1 Association Personnel and Volunteers)</p> <p>CCA will obtain insurance for employment and contractor risks. (12.1 Association Personnel and Volunteers)</p>
PB HR Responsibilities	<p>Park Board has employer responsibilities for all Park Board personnel with authority over duties, transfers, vacation scheduling, etc. (12.3 Park Board Personnel)</p> <p>CCA will have input into staffing and hiring of key Park Board positions, and may provide feedback on performance of Recreation Supervisor. (12.3 Park Board Personnel)</p>
Staffing Levels	Will work together to review staffing levels, identify inequities and options to address. (12.3 Park Board Personnel)
Oversight of Community Centre	Recreation Supervisor is management representative of Park Board and provides official oversight of centre as well as support to CCA. (12.4 Role of Rec Supervisor)
Affiliated Groups	CCA may permit community-focused groups to use jointly operated facilities. (11. Affiliated Groups)
Maintenance/Renovations of Building	<p>Responsibility of Park Board. (13. Renovations and Maintenance)</p> <p>Park Board has conducted building condition assessments and will share list of annual priorities. CCA may provide suggestions. (13. Renovations and Maintenance)</p> <p>Can be discussed in system-wide planning meetings. (13. Renovations and Maintenance)</p> <p>CCA to identify changes required to meet licensing requirements for childcare. (10. Childcare)</p>
Surrounding Areas	Park Board will seek CCA input on planning for surrounding areas where appropriate. (13.3 Planning for Surrounding Areas)
CCA Revenue	<p>CCA receives program, rental, childcare, special event, donation, membership, and grant revenue. (14.1 Revenue)</p> <p>CCA goal as not-for-profit to reinvest surpluses into recreation programs, services, equipment, etc. at community centre. (14.1(c) Use of Revenue)</p> <p>Facility-generated revenue will be used to directly benefit the public in providing programs/services in centres. (14.1(c) Use of Revenue)</p> <p>Vending machine revenue to be shared at % split agreed by parties. (14.1(b) Vending Machine Revenue)</p>
Authorized Deductions	3 rd party terminal transaction fees (credit/debit currently 2.1%), registration system subscription fee (ActiveNet currently 1%), corrections for any revenue paid in error. (1. Definitions - f.i.iii)
Staffing Cost Recovery Payments	Park Board will seek CCA's approval annually for staffing cost recovery payments. (14.2(c) Staffing Cost Recovery Payment)

Topic	Summary
Operating Budgets	CCA will develop and share operating budget with Park Board (developed with support of Park Board staff if required). (14.3(a) Operating Budget) Park Board retains sole discretion on centre operating budget, and will share budget with individual CCAs. (14.3(a) Operating Budget) Park Board Commissioners approve Park Board budget. (14.3(a) Operating Budget)
Capital Budget and Planning	Responsibility of Park Board. (14.3(b) Capital Budgets) System-wide planning meetings used for CCA input into long-term capital plans for centre and priorities for capital investment (e.g., centre renewal or replacement). (14.3(b) Capital Budgets)
Record Keeping and Reporting	CCA will provide annual audited financial statements. (14.3(b) Capital Budgets) Park Board may audit CCA's books upon request with reasonable notice. (14.3(d) Financial Statements) Satellite locations to be included in CCA's books. (14.3(c) Record Keeping)
Retained Earnings	CCA will develop a plan by end of 1 st year of JOA to spend retained earnings within 5 year term of JOA unless otherwise agreed. (14.3(e) Surplus Revenue) CCA can keep 3 months operating costs or \$300,000.00 as operating contingency. (14.3(e) Surplus Revenue)
Grant Applications	At discretion and requirement of CCA. Done in collaboration with Recreation Supervisor with support of Park Board. (14.4 Grants)
Community Centre Investment Fund	CCA contribution based on gross prior year Facility-Generated Revenue: <ul style="list-style-type: none"> o Year 1: 0% o Year 2: 1% o Each of Years 3 - 5: 2% Used to fund public policy goals within the community centre network and increase equity across network. (14.5 Community Centre Investment Fund)
Joint Communications and Planning	Will have system-wide planning forum and regular system-wide planning and communication sessions (2/year) with opportunity for Park Board and all CCAs to participate, propose topics for discussion and share information. (15.2 System-wide Planning)
Registration Management System	CCA will use common system which is owned and operated by City/Park Board (currently ActiveNet). (16.1 Registration System) Park Board will collect centrally processed revenue through the system and remit to CCAs on schedule (currently bi-weekly) less authorized deductions. (Appendix D)
IT and Personal Information	All IT and telecommunications equipment connected to City's network will be supplied, owned, and managed by City. (16. Info & Business Systems) Personal information will be properly managed by both parties. (16. Info & Business Systems)
Ownership of Facilities	City of Vancouver is sole owner (except for leased centres). (17.1 Community Centre Facility)
CCA Equipment/ Assets	CCA retains ownership of its equipment/assets, which will be described in an inventory. (17.1 Community Centre Facility) CCA will maintain its own equipment. (17.2 Equipment and Assets)

Topic	Summary
Vehicles	Any costs for vehicles that are CCA responsibility and maintained by Park Board fleet services will be discussed in advance. (13.5 Vehicles)
Dispute resolution	Clear stepped process. (18.1 Dispute Resolution Process) Ideally issues resolved at local level, but may be progressively escalated to senior management and finally Park Board Commissioners. (18.1 Dispute Resolution Process) Mediation and other forms of alternative dispute resolution can also be used before arbitration, if agreed upon. (18.1 Dispute Resolution Process)
Arbitration	Clarity on which matters are subject to arbitration and process to be utilized. (18.2 Arbitration) Arbitration costs to be split equally between Park Board and CCA unless reallocated by arbitrator. (18.2 Arbitration)
Changes to Jointly Operated Facilities	Additions to space will be included in the scope of jointly operated facilities with some exceptions. (20.1 Additions to Entire Facility) Agreement ends upon closure/relocation and a new Agreement will be entered into to address changes. (20.3 Closure or Replacement of Jointly Operated Facilities)
Termination of Agreement	Time periods included for notification and opportunity to remedy in event of a material breach of the Agreement. (21. Termination or Non-Renewal) The dispute resolution process may be used if there is disagreement about what is a material breach. CCA can terminate Agreement. (21.1 Breach by Association)
Special financial or space arrangements with CCA	To be addressed separately in individual appendices. Common spaces will be used jointly as is current practice. (Appendix A)