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## **JOINT OPERATING AGREEMENT SUMMARY**

This document has been prepared as a high level summary to help guide review of the Joint Operating Agreement (JOA). It includes annotations to consider how the Community Centre Association (CCA) currently operates and to outline new obligations under the JOA. Please refer to the Final Draft JOA for full language on each topic.

### **EFFECTIVE DATE**

- **January 1, 2018 (1. Definitions) Scope of Agreement**

### **SCOPE OF THE AGREEMENT**

- “Jointly Operated Facilities” e.g., community centre building (Whereas- I) Defined in Appendix A for each CCA
- This Agreement replaces the previous JOA (Whereas - H)

### **RELATIONSHIP BETWEEN PARK BOARD AND CCAS**

- **Independent contracting bodies (2. Legal Relationship)**

### **TERM AND RENEWAL**

- **Ten (10) years + one option to renew for five (5) years. Total of 15 years (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 society under Societies Act (4. Association Governance)
- This JOA will not require a CCA to act in any way, or commit any act, including the spending of money, that will result in the CCA being in breach of the *Societies Act* or its obligations as a charitable organization under the *Income Tax Act* (4. Association Governance)

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• There is there a board governance manual and some board training is offered?</li> <li>• Non-Profit Organization Directors and Officers Liability and Employment Practices Liability insurance is purchased through Pat Anderson Insurance Company</li> </ul>	<ul style="list-style-type: none"> <li>• Adopt formal good governance policies (e.g., conflict of interest, audit, responsible use of funds and succession planning)</li> <li>• Ensure attendance at Park Board training sessions (6.1 Corporate and Governance Policies)</li> <li>• Confirm current constitution and bylaws are consistent with proposed activities and expenditures under JOA and put any necessary amendments to membership for vote</li> <li>• Section 4.2 says CCA in default and triggers D.R .Process of Section 18.1 if: © “.the purpose of the Association is amended so that it is no longer consistent with benefiting the local and city-wide community and members of the public ...or(d) the Association adopts bylaws and governance that conflict with the terms of this agreement...”</li> </ul>

## ROLE OF CCA

The CCA is responsible for:

- Developing, delivering, and staffing programming;
- Staffing and directing of CCA personnel and volunteers;
- Fundraising, recruiting and recognizing volunteers, and advocating for the needs of its 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 determined by the Park Board;**
- **Providing input to the Park Board on major capital projects and other major initiatives relating to the Jointly Operated Facilities and Outdoor Areas;**
- Administration, delivery and staffing of any existing Licensed Childcare;
- Demonstrating that its operations are conducted in a financially transparent and responsible manner and that the Association practices good corporate governance; and
- Ensuring timely payment of all bills and invoices for amounts owed by the Association to the Park Board.

**Pursuant section 12.2 the CCA may delegate responsibilities or functions related to the engagement or management of CCA personnel or volunteers to Park Board Personnel.**

**Note: Park Board will be creating a guide for CCAs and Supervisors to support delegating appropriate responsibilities for insurance and indemnity and a form for delegation.**

## SETTING PUBLIC POLICY

- **Policy priorities and objectives for recreation system are the responsibility of elected Park Board Commissioners (5.2(a) and 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)

### Definitions

- The Leisure Access Program (LAP) provides low-income Vancouver residents with access to basic recreation programs and services at Park Board facilities at a reduced cost. Upon qualifying, the subsidy is loaded on a OneCard for discounted access to all Park Board pools, rinks, and participating fitness and community centres.
- Flexipass provides access to Park Board and participating fitness centres, swimming pools, and ice rinks
- “One Card” means the universal access card provided by the Park Board onto which access products are loaded, and which enables access to products and services at all centres within the Community Centre Network.

Current Status	New Obligations
LAP, Flexipass and OneCards currently accepted at Thunderbird.	<ul style="list-style-type: none"> <li>• All CCAs will accept LAP, Flexipass, and OneCards</li> </ul>

## COMMUNITY CENTRE PROGRAMMING RESPONSIBILITY

- Responsibility of CCA (7.2 Programming Responsibilities)

The Association’s responsibilities for Programming include:

- 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;
- Providing and being responsible for adequate supplies to operate Programming;
- 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 Programs, evaluation of Programming in accordance with Section 7.4; and
- 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 14.2(b),

unless any such responsibilities are formally delegated to the Park Board in accordance with section 12.2.

The Park Board shall provide the Association with available resources, such as demographic information, reports, and best practice information.

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• How are responsibilities for programming currently performed?</li> <li>• How are responsibilities for Childcare programs currently performed?</li> <li>• Are Outdoor Areas used for community events with permission of Park Board?</li> </ul>	<ul style="list-style-type: none"> <li>• Program committee to work collaboratively with Park Board staff to implement system-wide programs - system-wide programs do not start until year 2</li> <li>• Consider whether formal delegation under section 12.2 of some programming responsibilities to Park Board is appropriate</li> </ul>

## SYSTEM-WIDE PROGRAMS

- System-wide programs are 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
- 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)
- System-wide programs will not commence until beginning of year 2 of 10 year term
- CCA will not incur additional costs to fund system-wide programs

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• Would any programs currently offered be effective for system-wide programming?</li> </ul>	<ul style="list-style-type: none"> <li>• Work with Park Board to include system-wide programs</li> <li>• Examples of system-wide programming include: Healthiest Winner, Active Start, physical literacy</li> </ul>

## CCA MEMBERSHIPS

- CCA membership not required to register for any programs or services (8. Association Membership)
- Membership can be offered on an opt-in or opt-out basis at registration for a program or service
- Membership shall be free of charge (8. Association Membership)
- CCA has direct access to membership information (8. Association Membership)

Current Status	New Obligations
<p><b>Per CCA Bylaws</b></p> <ul style="list-style-type: none"> <li>• An individual becomes a member by registering for a Thunderbird program or by paying an AGM Participation fee of \$5.00 during the TNA fiscal year.</li> </ul>	<ul style="list-style-type: none"> <li>• Review and update bylaws to modernize and for compliance with new <i>Societies Act</i></li> <li>• Determine membership policy – opt-in or opt-out, and amend bylaws if necessary</li> <li>• Amend bylaws to delete references to payment of annual membership fee if necessary</li> </ul>

## 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)

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• Thunderbird CCA currently coordinates with Park Board for priority short term use of space (e.g., municipal, provincial and federal elections).</li> </ul>	<ul style="list-style-type: none"> <li>• No compensation for lost opportunity</li> <li>• Park Board/City will pay out-of-pocket costs in respect of such usage</li> </ul>

## LICENSED CHILDCARE

- Will meet standards set by Park Board, City, and any other relevant standards, legislation and regulation (10. Childcare)

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• Thunderbird CCA operates licensed childcare, including before and after school childcare.</li> <li>• TNA licensed childcare is located onsite.</li> </ul>	<p>Park Board and CCA will share in the cost of upgrading childcare spaces in accordance with standards for licensed childcare (13.1 Section)</p>

## CCA HR RESPONSIBILITIES

- 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)
- CCA responsible for volunteer screening and oversight, unless delegated to Park Board (12.1 Association Personnel and Volunteers)
- CCA will obtain insurance for employment and contractor risks (12.1 Association Personnel and Volunteers)
- Subject to Park Board approval, CCA may delegate responsibilities or functions related to the engagement or management of Association Personnel or volunteers to Park Board Personnel (12.2 Delegation of Responsibility)

Current Status	New Obligations
<p><b>Current CCA Staff/Contractors (Association Personnel)</b></p> <ul style="list-style-type: none"> <li>• Approximately 45 full time equivalent auxiliary and part time instructors</li> <li>• Thunderbird CCA has Employment Practices Liability coverage, with City and Park Board as <u>additional</u> named insureds and has been deemed adequate by Park Board Legal</li> <li>• Note: City Risk Management department has confirmed “additional insureds” is sufficient.</li> </ul>	<p>Review and formally adopt City’s policies regarding, <i>inter alia</i>, occupational health and safety, respectful workplace, risk management and human resources management (6.1 Corporate and Governance Policies)</p> <p><b>Indemnification</b></p> <ul style="list-style-type: none"> <li>• CCA agrees to indemnify City and Park Board for breaches relating to Association Personnel and volunteers, excluding where due to negligence/wilful misconduct of Park Board (12.1 Association Personnel and Volunteers)</li> <li>• The City agrees to indemnify CCA for breaches relating to employment or service contracts with Association Personnel and volunteers where caused by negligence/wilful misconduct of Park Board and to extent obligations are delegated to Park Board in accordance with 12.2</li> </ul>

## PARK BOARD HR RESPONSIBILITIES

- Park Board has employer responsibilities for all Park Board personnel with authority over duties, transfers, vacation scheduling, etc. (12.3 Park Board Personnel)
- CCA will have input into staffing and hiring of key Park Board positions (including the community centre recreation programmer, youth worker and new hires to fill the recreation supervisor position), and may provide feedback on performance of Recreation Supervisor (12.4 and 12.5 Park Board Personnel)
- Park Board and Park Board personnel are subject to collective agreements and individual employment contracts and city policies. Park Board will share relevant collective agreements and policies with the CCA.

Current Status	New Obligations
<p><b>Park Board Staff</b></p> <ul style="list-style-type: none"> <li>• Luke Balson, Community Recreation Supervisor</li> <li>• Cindy Gulbransen, Programmer II</li> <li>• Geoff Langan (0.6 FTE), Programmer II</li> <li>• Matt Charan, Youth Worker</li> <li>• Alisha Paxton-Judge, RFC &amp; other PAs</li> </ul> <p><b>Park Board Staff Paid by CCA through Staffing Recovery Costs (formerly Group 1)</b></p> <ul style="list-style-type: none"> <li>• Sean B, birthdays; Kelvin, parent &amp; tot; Brian T, fitness centre; TBD Youth, Girls Club; Brian T &amp; Angie C Swim &amp; Skate; TBD, Heart Beats.</li> </ul>	<ul style="list-style-type: none"> <li>• CCA agrees to be responsible for Staffing Cost Recovery payments for Park Board Personnel (these costs require annual approval of CCA before any increase/decrease in positions)</li> </ul>

## 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)
- Recreation Supervisor works co-operatively with and on behalf of the CCA to support the CCA with the delivery of its services and programming

## AFFILIATED GROUPS

- CCA may permit community-focused groups to use jointly operated facilities (11. Affiliated Groups)

Current Status	New Obligations
<p><b>Groups Affiliated with CCA</b></p> <ul style="list-style-type: none"> <li>• Thunderbird Chinese Seniors.</li> <li>• Special arrangements are noted in Appendix C.</li> </ul>	<ul style="list-style-type: none"> <li>• Park Board to consider requests for use of space outside of Jointly Operated Facilities</li> <li>• Park Board to consider arrangements that place an obligation on Park Board (e.g., indemnity)</li> </ul>

## MAINTENANCE/RENOVATIONS OF BUILDING

- Park Board as the facility owner is responsible for maintenance (13. Renovations and Maintenance). CCA can make recommendations through Rec Supervisor and Director.
- Park Board will engage CCA as a stakeholder for decision about priorities and maintenance, repair and upgrades. Parties will agree on more detailed process to make suggestions.
- Park Board has conducted building condition assessments and will share list of annual priorities. CCA may provide suggestions (13. Renovations and Maintenance)
- Can be discussed in system-wide planning meetings (13. Renovations and Maintenance)
- CCA to identify changes required to meet licensing requirements for childcare (10. Childcare)
- Childcare facilities must meet provincial standards

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• Thunderbird CCA is considering a rebuild of the Preschool play area.</li> </ul>	<ul style="list-style-type: none"> <li>• Approvals needed for art installations and murals. CCA responsible for upkeep.</li> <li>• JOA maintenance sections are not applicable to non-Park Board facilities</li> <li>• Park Board and CCA will share in the cost of upgrading childcare spaces in accordance with standards for licensed childcare</li> </ul>

## SURROUNDING AREAS

- Park Board will seek CCA input on planning for surrounding areas where appropriate (13.3 Planning for Surrounding Areas)

Current Status	New Obligations
<ul style="list-style-type: none"><li>• Thunderbird CCA and the Thunderbird Elementary School are to consider a future upgrade of the School's play field.</li></ul>	<ul style="list-style-type: none"><li>• Park Board to manage projects in Surrounding Areas with input from CCA</li></ul>

## CCA REVENUE

- CCA receives all facility generated revenue, and all grant, bequest, fundraising or donation funds directed to the CCA (14.1 Revenue)
- Centrally-processed revenue will be collected by the Park Board using the registration system (Activenet); Park Board pays all centrally processed revenue, less authorized deductions, to the CCA bi-weekly. (See Authorized Deductions)
- CCA goal as not-for-profit to reinvest surpluses into recreation programs, services, equipment, etc. at community centre (14.1(c) Use of Revenue)
- Facility-generated revenue will be used to directly benefit the public in providing programs/services in centres or otherwise in furtherance of the CCA's purposes as set out in its constitution (14.1(c) Use of Revenue)
- Vending machine revenue to be shared at % split (100% to TNA) agreed by parties (14.1(b) Vending Machine Revenue)

**Note: Park Board currently working on gathering information to determine vending machine revenue split.**

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• 2016 Revenue ____\$834,776_____</li> <li>• 2016/17 Budgeted Revenue ____\$842,310_____</li> <li>• Previous reinvestments include: _____ _____ _____</li> </ul>	<ul style="list-style-type: none"> <li>• Operations Fee to be paid within 3 months of the end of the CCA fiscal year</li> <li>• CCA to develop all budgets required for CCA operations at jointly operated facilities, including Operations Fee payment, and share with Park Board (Rec Supervisor to support)</li> </ul>

## AUTHORIZED DEDUCTIONS

- 3rd party terminal transaction fees (credit/debit currently 2.1%)
- Any applicable registration system subscription fee on transactions that are processed through ActiveNet (currently 1%) – See Registration Management System
- Corrections for any revenue paid to the CCA in error (1. Definitions - f.i.iii)
- Any other deductions to be made from revenue and which are agreed to in writing by the CCA

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• Collection of deductions</li> <li>• Authorized deductions will be deducted from the centrally-processed revenue</li> <li>• Centrally-processed revenue includes program revenue, and donation revenue</li> <li>• All grant revenue processed by the registration system will be subjected to authorized deductions</li> <li>• Thunderbird CC does not offer online registration, nor payment by credit/debt cards – cash or cheque payment only.</li> </ul>	<ul style="list-style-type: none"> <li>• TNA and PB on-site staffs have been instructed not to receive grant and donation payments through the registration system.</li> </ul>

## STAFFING COST RECOVERY PAYMENTS

- Park Board will seek CCA’s approval annually for staffing cost recovery payments (14.2(c) Staffing Cost Recovery Payment)

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• This practice is already in place and known as Group 1 costs. Depending on the CCA, front-line and program delivery staff are Park Board Personnel who are performing work for CCA and some or all of their hours are paid for by the CCA.</li> <li>• TNA spends approximately \$ 40,000 per annum on Group 1 staff (see info above in Park Board HR Responsibilities)</li> </ul>	<ul style="list-style-type: none"> <li>• When preparing operating budget note that Staffing Recovery Costs are effected by collective agreements</li> </ul>

## OPERATING BUDGETS

- CCA will, on an annual basis, prior to the end of a fiscal year, develop all budgets required for the CCA's operations, roles and responsibilities at or from jointly operated facilities, for the CCA's upcoming fiscal year, including its estimated Operations Fee payment
- CCA will share the operating budget with Park Board
- CCA budget may be developed with support of Park Board staff if required (14.3(a) Operating Budget)
- Park Board retains sole discretion on centre network 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)

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• The TNA 2016-17 Operating Budget was completed by the TNA Board, supported by the Thunderbird Recreation Supervisor, with input from staff.</li> <li>• TNA does not currently formally submit its operating budget to Park Board but it is shared informally through with the knowledge of the Board.</li> <li>• Park Board presently makes its operating budget for the Thunderbird Centre available to the TNA Executive.</li> </ul>	<ul style="list-style-type: none"> <li>• CCA must create an operating budget annually prior to the end of a fiscal year (Aug. 31) including estimated payment for the Operations Fee</li> <li>• CCA must share its budgets with Park Board prior to the beginning of the fiscal year</li> <li>• 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 operating budget for the jointly operated facilities</li> </ul>

## 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)
- Financial statements must include reports on savings, statement of surplus revenue, expenditures, expenditures of surplus revenue, transfers to foundations or other organizations and revenue generated in respect of licensed childcare that is processed outside the registration system.
- 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)

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• PACE Accounting provides bookkeeping services</li> <li>• Financials are audited annually by Tompkins, Wozny, Miller &amp; Co.</li> </ul>	<ul style="list-style-type: none"> <li>• Section 14.3(d) audited financials must be posted online</li> </ul>

## RETAINED EARNINGS

- CCA will develop a plan by end of 1st year of JOA to spend retained earnings and/or keep as operating contingency (14.3(e) Retained Earnings)
- Plan must be made available for the public and be posted on CCA’s website

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• Past retained earnings have been allocated to spending the Banners Project and on equipment and interior upgrades to the Thunderbird CC.</li> <li>• These expenditures were not coordinated with Park Board in the day but were required by conditions of the B.C. Gaming Branch regulations and therefore were consistent with JOA intentions.</li> <li>• CCA plans to spend retained earnings on: emerging requirements of the Centre and the Thunderbird Community</li> <li>• CCA’s operating contingency is: 3 months operating capital.</li> </ul>	<ul style="list-style-type: none"> <li>• Develop plan for retained earnings per section 14.3 and update plan on an annual basis to reflect amount actually spent in the past year</li> <li>• CCA will make its plans and updates available for the public online</li> <li>• CCA agrees that how surplus is spent is not unlimited</li> <li>• Continue to transfer retained earnings into internally restricted net assets in accordance with CRA rules re: charities</li> <li>• Recruit additional members for finance committee to ensure that JOA finance obligations are satisfied if necessary</li> </ul>

## GRANT APPLICATIONS

- At discretion and requirement of CCA. Done in collaboration with Recreation Supervisor with support of Park Board (14.4 Grants)

Current Status	New Obligations
Prior year grants include: <ul style="list-style-type: none"><li>• Gaming Branch</li><li>• CAPC</li><li>• Ministry of Family and Children</li><li>• CoV Child Care Enhancement</li></ul>	

## OPERATIONS FEE

- CCA will make an annual Operations Fee payment to Park Board based on gross prior year Facility-Generated Revenue:
  - Year 1: 0%
  - Year 2: 1%
  - Each of Years 3 – 10: 2%
- Payments are being made, in part, as a commitment by the CCA to equity in the Community Centre Network (14.5 Operations Fee)

Current Status	New Obligations						
<p><b>“Facility-Generated Revenue”</b> 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, 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; however, “Facility-Generated Revenue” expressly excludes grant, bequests, donation, fundraising and membership fee revenue, interest and investment income, and refunded rental deposits</p> <p>Does not include licensed childcare in satellite locations</p> <ul style="list-style-type: none"> <li>• Facility Generated Revenue for the August 31, 2016 Year Fiscal End was \$423,166</li> </ul>	<p><b>New Obligations for Operations Fee Based on 2016 Financial Statements</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Year 1 (Jan 2017 – Dec 2017)</td> <td style="text-align: right;">\$ 00</td> </tr> <tr> <td>Year 2 (Jan 2018 – Dec 2018) 1% of FGR</td> <td style="text-align: right;">\$4,232</td> </tr> <tr> <td>Years 3-5 (Jan 2019 – Dec 2021) 2% of FGR</td> <td style="text-align: right;">\$8,463</td> </tr> </table> <p>First payment for Year 2 will be due by Nov 30, 2018 (due 3 months after fiscal year end)</p> <ul style="list-style-type: none"> <li>• TNA will need to review fee structures for all programs to ensure CCA meets Operations Fee obligations without negatively impacting overall budget?</li> </ul>	Year 1 (Jan 2017 – Dec 2017)	\$ 00	Year 2 (Jan 2018 – Dec 2018) 1% of FGR	\$4,232	Years 3-5 (Jan 2019 – Dec 2021) 2% of FGR	\$8,463
Year 1 (Jan 2017 – Dec 2017)	\$ 00						
Year 2 (Jan 2018 – Dec 2018) 1% of FGR	\$4,232						
Years 3-5 (Jan 2019 – Dec 2021) 2% of FGR	\$8,463						

## 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 (Thunderbird is a centre leased from the VSB) (17.1 Community Centre Facility)

Current Status	New Obligations
<ul style="list-style-type: none"> <li>• CCA has authorized expenditures up to \$_____ on:</li> <li>• _____</li> <li>• _____</li> <li>• _____</li> </ul>	<ul style="list-style-type: none"> <li>• Release of ownership claims on the Centre building(s)</li> </ul>

## 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)

Current Status	New Obligations
<p><b>Assets per 2016</b></p> <ul style="list-style-type: none"> <li>• Total current assets - \$_369,818_____</li> <li>• Cash and investments - restricted for endowment purposes \$_50,000_____</li> <li>• Capital Assets (Equipment/Art Work) \$_77,723_____</li> <li>• Intangible Assets (Website) \$_____</li> </ul>	

## VEHICLES

- Any costs for vehicles that are CCA responsibility and maintained by Park Board fleet services will be discussed in advance (13.5 Vehicles)
- Vehicle Expenses for 2016 \$\_\_\_\_\_ and for 2015 \$\_\_\_\_\_
- CCA is projecting \$\_\_\_\_\_ in operation costs per year (insurance, maintenance, gas, etc.)

## 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

- 20.5 “The Association acknowledges that the Jointly Operated Facilities are leased by the Park Board from the Board of School Trustees of School District No. 39 (Vancouver) pursuant to the Lease and that, if the Lease is terminated this Agreement 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.”
- Time periods included for notification and opportunity to remedy in event of a material breach of the Agreement (21. Termination or Non-Renewal) Section 21.1 (e) subpara. 2. “...”**material breach**” of the Association shall include failure of the Association to comply with Public Policy, breach of Applicable Laws, fraudulent conduct, misappropriation of funds, financial wrongdoing or criminal activity on the part of the Association, an unresolved default under section 4.2, breach of section 14.1(c), 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 conduct by the Association which is directed against the public interest.”
- 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)

**APPENDIX A**  
**JOINTLY OPERATED FACILITY – THUNDERBIRD CC**

<b>Rooms</b>	<b>Floor</b>
Preschool	Basement
Craft Room	Basement
Family Activity Room	Basement
Games Room	Basement
Youth Room	Basement
Small Activity Room	Basement
Womens' Washroom/Storage	Basement
Men's Washroom	Basement
Out of School	Portable on site
Computer Lab	Main Floor
Storage/Former Washroom	Main Floor
Fitness Centre	Main Floor
Accounting Office	Main Floor
Commercial Kitchen	Main Floor
Gymnasium	Main Floor
Front Office	Main Floor
Mens' and Women's Washrooms	Main and 2nd Floor
Multi-purpose Room	2nd Floor
Meeting Room	2nd Floor
Kitchen	2nd Floor
Storage Room	2 <sup>nd</sup> Floor
Programmers' Office	2 <sup>nd</sup> Floor

Common Spaces will continue to be used jointly by the parties in accordance with current practices.

The Park Board and the Association acknowledge and agree that, from time to time, Common Spaces such as hallways may be used for registration, ticket sales, informal recreation activity, special events, informal meeting and socialization areas and program participant assembly. Furthermore, these Common Spaces may host art displays, art sales and performance installations, provided they do not interfere with the accessibility, safety and proper functioning of the Entire Facility. Common Spaces frequently host showcases, commemoration plaques and art installations including secure display cases such as award cases and art display cases. Common Spaces can host vending machines, seasonal displays, community bulletin boards, marketing materials and brochure racks. The definition of "Common Spaces" does not preclude that space from being programmed or booked in some circumstances, if appropriate.

## 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:
  - 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 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.

<b>ADULT</b>	<b>10 visit</b>	<b>1 month</b>	<b>3 months</b>	<b>12 months</b>
Adult Prices as per Vancouver.ca May 2016	\$46.86	\$45.28	\$120.0	\$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 3 days		\$4.53	\$4.00	\$3.15

<b>Reimbursement amount per use (average)</b>	<b>\$4.69</b>	<b>\$3.02</b>	<b>\$2.67</b>	<b>\$2.10</b>
<b>YOUTH</b>	<b>10 visit</b>	<b>1 month</b>	<b>3 months</b>	<b>12 months</b>
Youth Prices as per Vancouver.ca (May 2016)	\$33.52	\$31.70	\$84.05	\$267.86
Cost per use assuming pass used every day		\$1.06	\$0.93	\$0.73
Cost per use assuming pass used every other day		\$2.11	\$1.87	\$1.47
Cost per use assuming pass used every other 3 days		\$3.17	\$2.80	\$2.20
<b>Reimbursement amount per use (average)</b>	<b>\$3.35</b>	<b>\$2.11</b>	<b>\$1.87</b>	<b>\$1.47</b>
<b>SENIOR</b>	<b>10 visit</b>	<b>1 month</b>	<b>3 months</b>	<b>12months</b>
Senior Prices as per Vancouver.ca (May 2016)	\$33.52	\$31.70	\$84.05	\$267.86
Cost per use assuming pass used every day		\$1.06	\$0.93	\$0.73
Cost per use assuming pass used every other day		\$2.11	\$1.87	\$1.47
Cost per use assuming pass used every other 3 days		\$3.17	\$2.80	\$2.20
<b>Reimbursement amount per use (average)</b>	<b>\$3.35</b>	<b>\$2.11</b>	<b>\$1.87</b>	<b>\$1.47</b>

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

1. The Thunderbird Community Centre is located on Vancouver School Board (“VSB”) land, which is leased by the Park Board. The lease agreement between Park Board and the VSB is attached as Appendix F. Janitorial work for the community center and the OSC portable is carried out by VSB to a standard set by Park Board, recognizing the hygiene requirements of areas used by licensed child care. The Park Board is responsible for lease payments, payment of janitorial invoices from VSB, repairs to the exterior of the building and major repairs to the interior of the building (major repairs are repairs that are required for the basic function of the building and without which the building would not be usable. For example, boiler replacement, structural repairs). The Park Board is responsible for maintenance of the Centre’s parking lot, including the asphalt, painted parking stall boundaries, cleaning of the drains, exterior lighting, and regular trimming of trees adjacent to the parking lot and in the front of the Centre. The Park Board is responsible for the shoveling and salting of the sidewalk on the west side of Cassiar Street adjacent to the Centre to the northern termination of the parking lot and of the sidewalk leading from Cassiar Street to the Centre’s front entrance. The Association is responsible for the costs of any upgrades to the building and all repairs to the interior of the building, except for “major repairs”.

2. Licensed Childcare is operated from a portable building adjacent to the community center. The portable is owned by the City of Vancouver and is located on VSB land. The lease agreement between Park Board, VSB and the City of Vancouver is attached as Appendix G. The Park Board is responsible for repairs to the exterior of the portable. The Association is responsible for the costs of any upgrades and repairs to the interior of the portable.

3. The Park Board leases a 15 passenger van, which the Association is permitted to use for out-trips. The Park Board is responsible for the costs of fuel, insurance and repairs to the van. Any revenue collected from out-trips is for the benefit of the Association.

4. The Fitness Centre is located within the Jointly Operated Facilities and is operated by the Association.

5. Licensed Childcare space is located within the Jointly Operated Facilities in a portable building adjacent to the community centre building. The Association operates Licensed Childcare from this space and is responsible for its operation.

6. For greater certainty, as of the Effective Date “Satellite Locations” include Skeena Terrace Housing.

As set out in Section 7.2 of this Agreement, the Association may use Outdoor Areas or other areas of the Entire Facility outside of the Jointly Operated Facilities for the purposes of offering Programming or special events in accordance with the Park Board permitting process or, if such an area is not bookable through the normal permitting process, then with the prior approval of the Park Board.

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.

7. Thunderbird CC does not offer on-line registration or payment by debit or credit cards.

8. Relief from clauses 20.4 and 20.5 - to be drafted.

## 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 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) will continue to be processed through ActiveNet, consistent with the existing practices of the parties;
- (b) the City/Park Board will collect Centrally Processed Revenue on behalf of the Association through ActiveNet;
- (c) payment in all forms (cheques, cash) for Programming, services, rentals, childcare, 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 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 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 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 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 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

will be able to, **in person** become a member of the Association offering the Programming;

(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, 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.

