



Community Centre Association Proposed Joint Operating Agreement

Regular Board Meeting
April 10, 2017

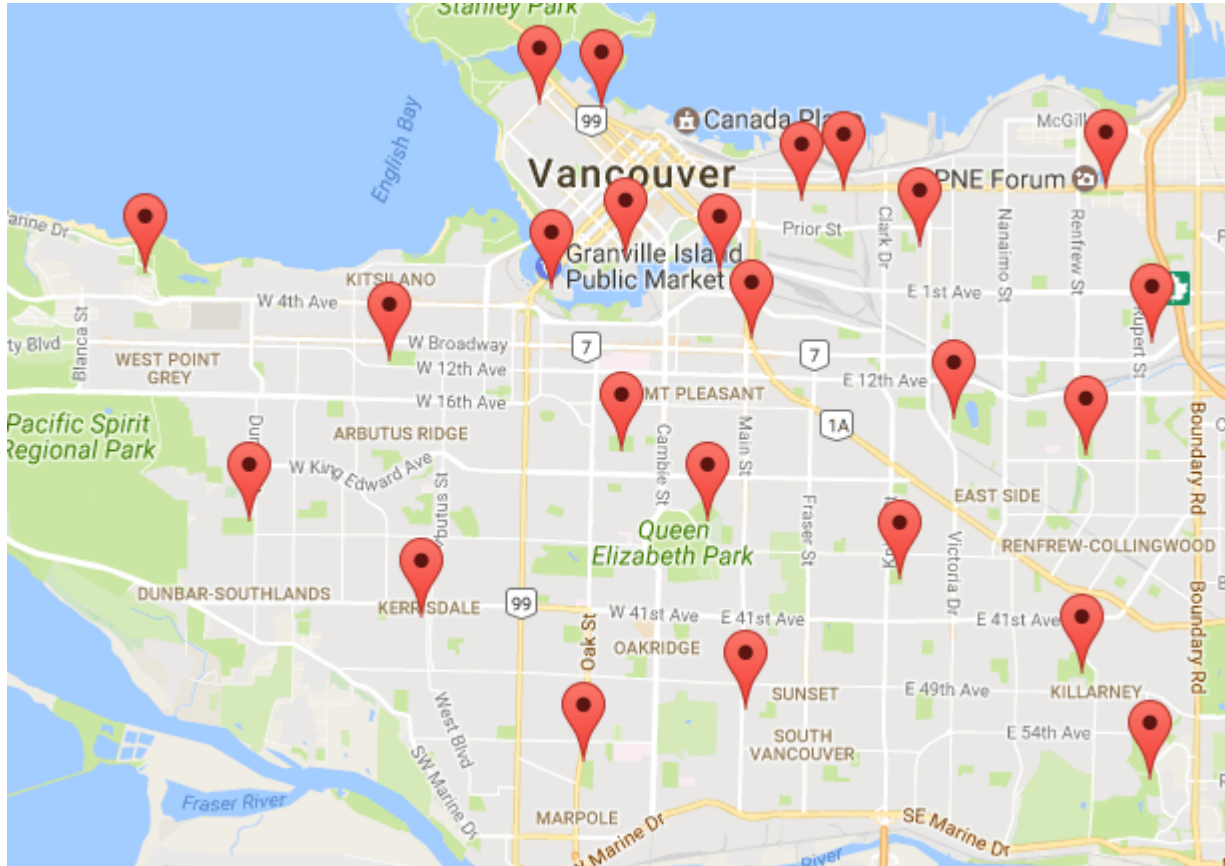


To report back on the legal review process requested by the Board and to present the proposed Joint Operating Agreement between the Park Board and Community Centre Associations to the Vancouver Park Board for approval.

Community Centre Network



Community Centre Network



1. Champlain
2. Coal Harbour
3. Douglas Park
4. Dunbar
5. False Creek
6. Hastings
7. Hillcrest
8. Kensington
9. Kerrisdale
10. Killarney
11. Kitsilano
12. Marpole
13. Mount Pleasant
14. Renfrew
15. Roundhouse
16. Strathcona
17. Sunset
18. Thunderbird
19. Trout Lake
20. West End
21. West Point Grey

- The Park Board operates 23 centres including Ray-Cam and Creekside.

- Park Board:
 - Operates all rinks and pools, some fitness centres
 - Responsible for the overall operation of the buildings including maintenance, utilities, IT, etc.
 - Manages and pays for Park Board staff including supervisors, programmers, front desk staff, maintenance staff
 - Determines and implements public policy for the recreation system in Vancouver

- 20 Community Centre Associations (CCAs) work with the Park Board to deliver high-quality recreation programming and services at 21 centres:
 - Operate programming and set pricing
 - Receive all revenue generated from programming and services
 - Responsible for room rentals
 - Apply for grants and hold special events
 - Manage and pay for CCA staff and contractors and contributes funding to some Park Board positions

Desired foundational principles in place since 2008:

1. Equity Among Community Centres
2. Access to a Network of Community Centres
3. Access For All
4. Operational Sustainability and Accountability



TROUT LAKE COMMUNITY CENTRE
3360 VICTORIA DRIVE

JOA Renewal Efforts

- Joint Operating Agreements (JOA) describe roles and responsibilities of the Park Board and CCAs – most were last updated in 1979
- JOAs renew automatically every two years unless notice is given
- Current JOAs do not reflect recreation system, including human resource regulations and management
- Park Board has recognized need to update JOAs since 1990s

Joint Operating Agreement – Renewal Efforts



Date	Summary/Model	Result
1990s	Working group	No change
2001-2005	Task Force	No change
2005-2009	Negotiations with individual Associations	One CCA signed new JOA
2008	Park Board Core Services Review	No change
2012-2013	New Framework and Interim Agreement	12 CCAs negotiate 6 CCAs opt out
2013-2014	Ongoing negotiations/mediation	No change

JOA “A New Way Forward”



“A New Way Forward” - Process



- April, 2016 letter from Park Board Chair outlining “A New Way Forward”
- One inclusive consultation process with open and transparent dialogue
- 15 meetings over 7 months to produce the draft JOA in December 2016.
- Additional amendments proposed and approved by Park Board Commissioners on January 23 and March 6
- 30 day period to review and consider outstanding legal issues

“A New Way Forward” – Legal Review

- CCAs were requested to submit outstanding legal concerns in writing
- Session was held on Saturday, March 25, to discuss concerns
- Park Board Staff and legal counsel reviewed, considered and proposed amendments to the JOA
- Session was held on Saturday, April 1, to discuss draft amendments



- Issues addressed and amendments proposed:
 - Accommodation of constitution & bylaw changes
 - Community Centre Investment Fund renamed to operations fee
 - Clarification on indemnity & employer obligations
 - Term and Renewal length and process
 - Numerous language changes and clarifications

- Some CCAs have identified outstanding business issues that were not addressed:
 - Signing period
 - Membership
 - Surplus revenue (definition, disclosure and limitations)
 - Use of Revenue
 - Term
 - Operations fee

- Achieves the objectives set out by the Park Board
- Preserves the fundamental principles and service model of CCAs delivering programs, receiving revenue as well as remaining the employer.
- Improves upon the 1979 JOA by clarifying such issues as ownership, roles and responsibilities, and modernizing the system.
- Better serves the interests of the public for access to quality recreation services

- Agreement makes great progress on acknowledging a more modern recreation system
- History has proven that having consensus with 20 individual organizations not attainable
- Allows for resolution of outstanding litigation and conflict and for focus of energy to return to jointly operating the system
- Provides tangible benefits for the citizens of Vancouver and preserves the operating model between the Park Board and CCAs



Next Steps

Pending approval by Commissioners on April 10, 2017

September 30, 2017

Signing deadline for each
CCA

January 1, 2018

Implementation of new JOA

MOVER: Commissioner Kirby-Yung

A. THAT the Vancouver Park Board approve the form of Joint Operating Agreement (attached as Appendix B) with the following modifications to be enacted to reflect the intent of each of the following revisions;

1. Modify Clause 8 Association Membership in support of an Opt Out or an Opt In model, at the Association’s discretion, with such membership to be free of charge.
2. Modify Clause 3 Term of Agreement to include: a) (3.1) - an initial term of (10 years)b) (3.2)–a renewal term of(5) years as well as various references to the ‘7 year term’ to become ‘10 year term’;

3. Modify Clause 14.1 (c) paragraph one to insert “& purposes” as follows:
*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 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 **and purposes** pursuant to this Agreement, unless otherwise agreed to by the Park Board;*

4. Modify the definition and Clause 14.3 (c) Surplus Revenue to amend terminology to Retained Earnings

Prior to the end of the first year of the Term, the Association will develop a plan to spend and/or to keep as operating contingency at the Association’s discretion, its Retained Earnings and will update that plan on an annual basis to reflect amounts actually spent in the past year, use of funds, the current balance of Retained Earnings and any revised plans for future spending of the Retained Earnings. The Association will make its plan publically available and will post its plan and all updates on the Association’s website.

Recommendation – Amendment to “A”



The Association will use its best efforts to execute on its plan and shall make expenditures of Retained Revenue in accordance with the plan, as it is updated from time to time. Subject to the foregoing, 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 and grant revenue) by the Association;

Recommendation – Amendment to “A”



5. Modify 14.5 (a) Operations Fee table to reflect 2% each year for Years 3-10;
6. Amend the definition of Operations Fee in Section 1(dd) to state: “Operations Fee” means a fee paid by the CCAs to the Park Board to be used to increase equity and achieve Public Policy goals across the Community Centre Network;
and

- B. FURTHER THAT the Vancouver Park Board authorize the General Manager of the Park Board to offer to each Community Centre Association (CCA) currently operating a community centre jointly with the Park Board to enter into a new Joint Operating Agreement, based on the form approved by the Park Board and completed for each respective CCA as indicated in the form of agreement, subject to the General Manager of the Park Board first being satisfied that;
 - 1. The CCA is in compliance with its financial disclosure obligations under the current Joint Operating Agreement;

Recommendation (Main Motion)

2. The CCA is not in arrears of any payments due from the CCA to the Park Board; and
3. Any outstanding litigation between a CCA and the Park Board has been brought to an end through:
 - a. At the option of the Park Board, a Consent Dismissal Order being entered with the Court dismissing the outstanding litigation or a Notice of Discontinuance being filed with the Court discontinuing the action against the Park Board; and
 - b. A Mutual Release being executed by the Park Board and the CCA releasing all claims.