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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"> • Is there a board governance manual or is board training currently offered? • Non-Profit Organization Directors and Officers Liability and Employment Practices Liability insurance is purchased through _____ Insurance Company 	<ul style="list-style-type: none"> • Adopt formal good governance policies (e.g., conflict of interest, audit, responsible use of funds and succession planning) • Ensure attendance at Park Board training sessions (6.1 Corporate and Governance Policies) • Confirm current constitution and bylaws are consistent with proposed activities and expenditures under JOA and put any necessary amendments to membership for vote

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 (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
<ul style="list-style-type: none"> • Are LAP, Flexipass and OneCards currently accepted? 	<ul style="list-style-type: none"> • All CCAs will accept LAP, Flexipass, and OneCards

COMMUNITY CENTRE PROGRAMS

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

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

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>Per CCA Bylaws</p> <ul style="list-style-type: none"> • How does an individual become a member? • Do all individuals who register for a program become members? 	<ul style="list-style-type: none"> • Review and update bylaws to modernize and for compliance with new <i>Societies Act</i> • Determine membership policy – opt-in or opt-out, and amend bylaws if necessary • Amend bylaws to delete references to payment of annual membership fee if necessary

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

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"> • Does CCA operate licensed childcare, including before and after school childcare? • Is licensed childcare onsite or offsite? Does it qualify as a satellite location? 	<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>Current CCA Staff/Contractors (Association Personnel)</p> <ul style="list-style-type: none"> • _____ • _____ • _____ • _____ • _____ • _____ • _____ <ul style="list-style-type: none"> • Does CCA have Employment Practices Liability coverage with City and Park Board as <u>additional</u> insureds? • Note: City Risk Management department has confirmed “additional insureds” is sufficient. 	<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>Indemnification</p> <ul style="list-style-type: none"> • 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) • 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

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>Park Board Staff</p> <ul style="list-style-type: none"> • _____ • _____ • _____ • _____ • _____ <p>Park Board Staff Paid by CCA through Staffing Recovery Costs (formerly Group 1)</p> <ul style="list-style-type: none"> • _____ • _____ • _____ 	<ul style="list-style-type: none"> • 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)

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>Groups Affiliated with CCA</p> <ul style="list-style-type: none"> • _____ • _____ • _____ • _____ • _____ <ul style="list-style-type: none"> • Are any special arrangements noted in the Appendices? 	<ul style="list-style-type: none"> • Park Board to consider requests for use of space outside of Jointly Operated Facilities • Park Board to consider arrangements that place an obligation on Park Board (e.g., indemnity)

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"> • Does CCA have any upcoming maintenance, upgrades projects scheduled? 	<ul style="list-style-type: none"> • Approvals needed for art installations and murals. CCA responsible for upkeep. • JOA maintenance sections are not applicable to non-Park Board facilities • Park Board and CCA will share in the cost of upgrading childcare spaces in accordance with standards for licensed childcare

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">• Does CCA have any plans for Surrounding Areas?	<ul style="list-style-type: none">• Park Board to manage projects in Surrounding Areas with input from CCA

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 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"> • 2016 Revenue _____ • 2016/17 Budgeted Revenue _____ • Previous reinvestments include: _____ _____ _____ 	<ul style="list-style-type: none"> • Operations Fee to be paid within 3 months of end of fiscal year • 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)

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"> • Collection of deductions • Authorized deductions will be deducted from the centrally-processed revenue • Centrally-processed revenue includes program revenue, and donation revenue • All grant revenue processed by the registration system will be subjected to authorized deductions • Is the CCA currently operating under these specifications? • How does CCA staff receive donations? Via credit card? 	<ul style="list-style-type: none"> • Should CCA staff be instructed not to receive grant payments through the registration system?

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"> • 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. • CCA spends approximately \$_____ per annum on Group 1 staff (see info above in Park Board HR Responsibilities) 	<ul style="list-style-type: none"> • When preparing operating budget note that Staffing Recovery Costs are effected by collective agreements

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"> • Was 2016-17 Operating Budget completed by CCA? Was this supported by Recreation Supervisor with input from staff? • Does CCA presently submit its operating budget to Park Board? • Does Park Board presently make its operating budget for the centre available to the CCA? 	<ul style="list-style-type: none"> • CCA must create an operating budget annually prior to the end of a fiscal year (Aug. 31) including estimated payment for the Operations Fee • CCA must share its budgets with Park Board prior to the beginning of the fiscal year • 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

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"> • _____ provides bookkeeping services • Financials are audited annually by _____ 	<ul style="list-style-type: none"> • Section 14.3(d) audited financials must be posted online

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"> • Past retained earnings have been allocated to spending on _____ • Are these expenditures in coordination with Park Board and consistent with JOA intentions? • CCA plans to spend retained earnings on: <ul style="list-style-type: none"> • _____ • _____ • _____ • CCA's operating contingency is: <ul style="list-style-type: none"> • _____ 	<ul style="list-style-type: none"> • 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 • CCA will make its plans and updates available for the public online • CCA agrees that how surplus is spent is not unlimited • Continue to transfer retained earnings into internally restricted net assets in accordance with CRA rules re: charities • Recruit additional members for finance committee to ensure that JOA finance obligations are satisfied if necessary

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
<p>Prior year grants include:</p> <ul style="list-style-type: none">• _____• _____• _____	

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>“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, 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"> • Facility Generated Revenue for the 2016 Year Fiscal End was \$ _____ 	<p>New Obligations for Operations Fee Based on 2016 Financial Statements</p> <p>Year 1 - \$0 Year 2 - 1% of FGR _____ Years 3-5 2% of FGR _____</p> <ul style="list-style-type: none"> • Will CCA need to review fee structures for all programs to ensure CCA meets Operations Fee obligations without negatively impacting overall budget?

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)

Current Status	New Obligations
<ul style="list-style-type: none"> • CCA has authorized expenditures up to \$_____ on: • _____ • _____ • _____ 	<ul style="list-style-type: none"> • Release of ownership claims

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>Assets per 2016</p> <ul style="list-style-type: none"> • Total current assets - \$_____ • Cash and investments - restricted for endowment purposes \$_____ • Capital Assets (Equipment/Art Work) \$_____ • Intangible Assets (Website) \$_____ 	

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

- 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)