

Updated July 21

Tripartite Clause Comparison

	New Agreement	Previous Agreement	What it Means for the League
	Major change and rationale for change	How it differs from the previous agreement	
Whereas Section	These whereas clauses speak specifically to the Tripartite agreement and reflect the spirit of the long standing relationships. Clause added around the effective and efficient use of resources and the interest of transparency and accountability.	Whereas section included additional clauses; including the Resolution passed on February 12, 1980.	The Whereas clauses don't have any legal bearing on the agreement. They are there in order to set the tone and intent for the agreement. Some clauses have been added to the principles that frame the relationship between the City, Leagues and the EFCL and will be listed in a cover letter for the agreement.
Definitions	Recreation definition has been expanded to include more components including intellectual, creative and spiritual pursuits that enhance individual and community well being.	Recreation definition meant recreational sports, social, community and cultural facilities and programs	This change reflects a nationally accepted definition of recreation and allows Leagues a more comprehensive view of what they can offer. Leagues will continue to be able to rent their facilities for family events, ceremonies and so on.
	Sub License: added the term 'for-profit organization' in order to account for commercial use opportunities for purposes of Recreation Sub Licensee: includes 'for profit organization' for the purpose of using space for recreation.	These definitions did not include For Profit Organizations. This is in reference to the change made with the Amending agreement in December 2020 to allow for commercial entities to use licensed land for purposes of recreation.	This new language reflects the change made this past winter to allow for Leagues to have commercial entities use licensed land in order to provide recreation for public benefit. This change includes for profits to support programs for members.
Terms of License	This section has been shortened, and items have been added to Facility and Development and Operation	This section was long and included information about the facility that has now been moved.	Hopefully the new format will make the agreement easier to read for Leagues
Use of the Site	Expanded definition under Non-Exclusive Use and Possession-3.3a-to include the role that Leagues have in supporting community leadership and building inclusive	This definition was not included in the last agreement	Leagues are in a position to support access to recreation and can build relationships with other organizations. Leagues are non-exclusive/open to everyone and Leagues need to

	communities.		strive to reflect the neighbourhood demographics and remain relevant to the neighbourhood.
	3.4C requires Leagues to ensure that health and safety guidelines, directives and orders are made known to any League members, sub-licensees and renters. There will be signage informing invitees of any public health orders.	This section was not in the last Tripartite	As we have seen through this past year with COVID, if the public health order requires that spaces are closed for any use- it is the responsibility of the League to require that anyone that pays to use the space, does not use it. However 'invitees' refers to members of the public who use recreation amenities on Licensed land- and who must be informed of public health orders. League is not required to ensure invitee compliance.
	3.5 Should there be an emergency in the community, the City may request the use of the facility.	This section was not in the last Tripartite	When an emergency occurs in the neighbourhood, the League building may be seen as a safe place to support the community during this time. This would be at the League's discretion and the language has been changed to state that the City will only use the amenity upon request of the League.
Facility Development and Operations	Development of new Facilities- outlines specifically the process to develop new facilities, including responsibilities for utility installation	This section was included in Construction and Facility Operation	This will provide greater clarity for Leagues when searching the Tripartite for new information.
	4.2 Inspection: This clause is the same as section 18 in the old agreement	Section 18 now named 4.2 Inspection	Information moved to increase clarity.
	4.4 Signage: Greater flexibility for Leagues to erect signs that are portable during parkland hours without requiring permits.	Signage was not addressed in the last Tripartite Agreement	This will now allow Leagues greater flexibility on how they advertise programs/events without requiring permits.
	4.5 Operation Meetings- to	Section 19 only named	The importance of the

	acknowledge the shared interest all parties have in ensuring successful operations of facilities on licensed land, this has been added to the agreement.	the League and the City- however the EFCL has now been included.	relationship and shared accountabilities between all 3 parties to be included in operation meetings going forward.
Maintenance	5.1 Identifies the responsibilities specifically of landscaping and grass cutting.	Section 6 identified that the City would cut the grass and maintain the trees etc which the City has planted on the Site.	The COE will commit to cutting all turf on open parkland portions of Licensed Land, and will where possible cut turf inside League structures (like a rink enclosure). Leagues will be responsible for edge trimming and weed maintenance.
	5.2 Tree Management includes reference to Policy 6456C and the process for planting and maintaining	Section 6 identified that the City would maintain the trees if they planted them.	Increased clarification on tree process, planting and planning.
	5.3a/b Increased clarification on League responsibility for continuous inspection, repair and maintenance of facilities on the site. As well as repairs and maintenance responsibility for pathways parking lot, snow and drainage.	Section 12 referred to the League doing all things necessary to make the site suitable for the needs of the community.	The increased clarification will provide Leagues with greater understanding of their responsibility in regards to the land and the facilities.
Permits and Licenses	6.1 The League is allowed to do the identified activities without requiring further permitting by the City.	Section 20 identified that Leagues are required to pay license/business fees.	The requirement for Leagues to get permits for large events on their licensed land came into effect over the last few years. This will no longer be required for gatherings under 250 people, to sell goods or services and to conduct any commercial venture.
Taxes	Part 7 is consistent with the previous agreement	Section 21-23	Leagues need to continue to be aware of the use of their space for commercial use as the majority of the use needs to be unrestricted and benefiting youth.
Pesticides	Part 8 has been updated to	Section 24- 26	Reflects most recent policy

and Deleterious Substances	reflect changes that have been made to COE policy on Integrated Pest Management (C501A)		needs.
Liens	Part 9 is consistent with previous agreement	Section 29 was not moved over to new agreement as it is now covered under the Facility Development and Operations section (Part 4)	No change
Insurance and Indemnity	10.1 identifies \$5M Liability insurance is required. All Leagues covered by Foster Park currently have this insurance limit in place including all identified clauses	Section 30 addresses insurance requirements	Identifies current insurance included in Foster Park package.
	10.1C- Cyber Liability and d-Directors and Officers insurance, is currently covered under Foster Park policy	This section was not in the last Tripartite	These additional insurance coverages are now industry standard and are required for the protection of League volunteers.
	10.2 refers to the requirement to have renters or sublicensees have \$2M Commercial General Liability insurance	This remains the same as the last Tripartite	By keeping insurance requirement at \$2M for renters, this supports appropriate insurance needs, while being cost effective for groups using the facility.
Site Restoration	No changes made	Section 32	
Reporting and Accountability	12.1 Outlines the new reporting requirements for Leagues. These requirements are currently in place for the annual Community League Operating Grant. This reporting will now be directed to the Federation and a report given to the City by May 31st.	Section 32 referred to the required financial statements, as well as the Director information.	The EFCL and the COE are working together to have one place where reporting will be gathered- and it has been determined that the EFCL is best positioned to receive this information for this agreement.

	<p>12.1.2 The League will include information about their priorities which at a minimum will identify:</p> <ul style="list-style-type: none"> a) Priorities for service delivery and budget for upcoming year b) Has responded to community needs reflective of Leagues financial capabilities c) Meet the mandate of the League 	This section was not in the last Tripartite	Having this information, and thinking through this as a Board, helps Leagues to identify their priorities as a neighbourhood organization and to be accountable to their members on how they are being responsive to their changing needs. This replaces the need for a business plan
	12.2 supports all parties to have up to date information on the condition of the assets on Licensed land.	This section was not in the last Tripartite	<p>In order to have an up to date inventory of Community League assets, the inclusion of this clause was important to ensure a coordinated, regular approach to assessment be conducted.</p> <p>Leagues will not be responsible for the cost or coordination of these assessments.</p>
	Clause 12.4 identifies the information that Leagues will need to provide upon request.	This section was not in the last Tripartite	All parties are interested in ensuring that Leagues are providing programs and access to amenities in a way that is inclusive, accessible, and aligned with community need.
	Clause 12.5 outlines the minimum requirement by which Leagues need to meet with their City Liaison to support planning and site requirements.	This section was not in the last Tripartite	Ensures a standard of practice is in place for meetings.
	Clause 12.6 outlines requirements for the ability to audit records of the League. It also outlines the requirements for record keeping		Increased clarity for Leagues
Sub-Licenses	Part 13 outlines the purpose of a sub-license, and the opportunities for the League to use this process	Section 34 refers to sublicenses only if given permission by the City.	This change in Sub-license language is in response to the change to allowing Commercial use on licensed land for the

			purpose of recreation.
Short Term Rentals	Part 14 allows Leagues to continue to rent their facilities to one time events such as birthday parties, weddings and so on. If the rental goes beyond 30 calendar days, it must shift to a sublicense agreement.	Section 35-rentals could occur ongoing using only a regular rental agreement.	This change is required as Leagues are now able to use commercial/for-profit groups to provide programs in their spaces.
OHS	Part 15 identifies the Leagues obligations under the Occupational Health and Safety Act.	This section was not in the last Tripartite	EFCL- OHS Toolkit for Leagues was created to help support Leagues to understand how Occupational Health and Safety Act is important to their Board.
Privacy and Information	Part 16 identifies the Privacy legislation (PIPA) that Leagues and the Federation are held accountable to.	This section was not in the last Tripartite	EFCL- Privacy Management Resource for Leagues was created to help support Leagues to understand how Privacy Management is important to their Board.
Default	Part 18 identifies the roles and responsibilities should a League default or discontinue in any way. This section is very similar to the previous Tripartite however clause 18.5 has been changed.	This is similar in the last Tripartite.	Increased clarity for Leagues
Termination	Part 19 identifies these clauses more clearly	This is similar in the last Tripartite	Increased clarity for Leagues
Disputes	Part 20 Identifies that the first method of resolving a dispute will be through discussion, negotiation or mediation. Should it not be resolved, the matter will be arbitrated using the Arbitration Act	This is similar to the last Tripartite, however the process for arbitration has been amended.	This provides a cleaner process for all parties to navigate and to ensure fair representation.