



Kerrisdale the time for action is now! Please read on about the pending egregious agreement that that Kerrisdale and all other community centre associations are being asked to sign by September 30, 2017.

Over 300 members of the Kerrisdale community came to 2 information meetings on June 20th, to learn about the proposed Joint Operating Agreement the Park Board is asking the Kerrisdale Community Centre to sign. **Most were very unhappy with what they learned.**



BRIEF BACKGROUND

Since the 1950's Vancouver's community centres have been run by volunteer community centre associations working in partnership with the Vancouver Park Board. The current formal partnership agreement, called a Joint Operating Agreement, was signed in 1979. For the past 15 years, the Park Board and the associations have been meeting intermittently to develop a new agreement that meets the current needs of the Park Board and the associations, each of which serves a unique Vancouver community.

The most recent initiative to develop a new agreement began in May 2016. It resulted in a proposed Joint Operating Agreement approved by the elected Park

Board Commissioners on April 11, 2017. This is the proposed contract presented to our community on June 20 for comment.

You can find the 50+ page document at: www.kerrisdalecc.com/category/negotiations/

Q: Why is Kerrisdale Community Centre Society concerned about the proposed draft of the Park Board contract?

A: The Joint Operating Agreement being presented by the Park Board for our signature would give the Park Board greater control in important aspects of how we run Kerrisdale's community centre and our society. With this proposed agreement:

- The Park Board can replace Kerrisdale Community Centre programs with those it thinks are important, **infringing on our ability** to program specifically for our unique community.
- The Park Board will have **considerable control** in Society business – policies, spending and Board operations.
- After the ten-year term of the contract, the Park Board may walk away from its decades-long working relationship with community centre associations. There are also several provisions in the agreement that would allow the Park Board to **terminate our agreement at any time** prior to the end of the ten-year contract.
- The Park Board requires that we **relinquish our Court case** (which asks for, among other things, confirmation of the Society's right to use the facility or receive financial compensation).
- **We will have to pay the Park Board** an Operating Fee of 2% of the gross revenue each year (approximately \$45,400 in FY2019/20 and each year following).
- The Park Board **refuses to include any commitment to support the programming and**

services in community centres.

- The Kerrisdale Community Centre Society will **no longer be able to provide free recreational opportunities** such as mahjong, snooker and table tennis for members. For many in our community, these services offer a valuable opportunity to socialize and connect with others and to be a part of a community.
- The contract Park Board wants us to sign would likely mean we would **no longer qualify for the licensing necessary to operate the kitchen that provides our popular seniors' lunch.** We would have to cancel this key program that provides approximately 30,000 subsidized meals each year to seniors in our community, along with an occasion for our seniors to socialize and connect with others. We raised the importance of this issue multiple times throughout the winter, but the Park Board refused to consider the implications of the contract for this program.
- The new contract gives our Society no ability to influence, guide, change, or refuse any changes to the Centre's facilities, even though we see first-hand what the facility needs are.
- At any time, for any or no reason, the Park Board can choose to audit us and we are responsible for costs associated with that audit.
- Should the Park Board violate any aspect of this contract, our only recourse is to launch an arbitration process, which is costly and time-consuming. If we violate the contract, the Park Board can terminate our agreement.
- This agreement **focuses on how Park Board can take decision making and control away from the community** and give it to the Park Board; it says virtually nothing about how the Park Board can provide support and increase services to our community.
- The tone and language of the contract is not supportive and empowering for our community centre; it is punitive and controlling in nature.



- The contract **takes away our ability to charge membership fees** (a loss of approximately \$105,000 annually which will have to be made up from increases in program fees). This change is demanded by Park Board to improve access to community centre programs and services.

Q: Why has the Park Board sent the Kerrisdale Community Centre an invoice for \$966,000 which must be resolved before Kerrisdale can sign this agreement, if that is what we choose to do?

A: This costly and complex financial disagreement with the Park Board has been outstanding for several years. There are two financial issues that need to be resolved.

According to the Park Board, we owe \$141,000 for 2017, and, we must pay them \$825,000 for 2012 to 2016 before we can sign this proposed contract. The additional amount each year going forward is estimated at \$125,000.

For the first issue, in 2010, the Park Board, which had a financial shortfall, came to community centre associations and asked us to pay a portion of the costs for some staff positions which the Park Board had agreed to pay since 1989. At that time, Kerrisdale signed a one-year contract agreeing to pay for 2010 only.



The next year (2011), again at the request of the Park Board, we agreed to pay the portion of the costs of some staff positions, and again Kerrisdale stipulated that the payment was for one year.

The Park Board believes that we owe them for the years 2012 – onwards. Legal advice and substantial documentation support our position that there was no agreement or contract to pay after 2011 and that **we owe nothing to the Park Board for these positions.**

For the second issue, in 2011, the Park Board converted several auxiliary staff shifts at Kerrisdale to three regular part-time positions without the agreement or consent of Kerrisdale Community Centre Society.

We have obtained legal advice and feel justified in our position that **we do not owe the Park Board any money in relation to this issue.**



Q: You have been pushing back on the Park Board for a long period of time. What achievements have been made with this agreement?

A: As most of our community knows, we have spent a long time working on getting an agreement with the Park Board that works for our community, as well as for them. In 2013 we applied to the Supreme Court to prevent the Park Board from terminating its agreement with our Society. This was granted.

We, along with four other community centre associations, met with Park Board representatives on two occasions with Vince Ready as mediator, but in both cases, the Park Board was unwilling to make any changes in its positions. Another group of community centre associations (CCAs) also met with Park Board for some 15 months, but were unable to come to a satisfactory agreement. Dealing with Park Board on this agreement has been **an extremely frustrating, tiring and disheartening experience.**

Over the past year, we have spent many days, evenings and weekends – totalling thousands of hours – attending meetings with the Park Board, working with other CCAs, reviewing drafts of the document, and providing our written feedback – which was ignored if it did not fit with the Park Board's goals (which were not transparently communicated to us).

However, we **did make some progress over the winter.** Some of the achievements we have experienced are:

- The ability to take all disputes arising from the contract to binding arbitration (previously some had to go to the General Manager of the Park Board and/or Commissioners for resolution);

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- Removal of the Park Board's demand that we spend all our retained earnings in five years;
- Reduction of the Operating Fee from 2% beginning immediately and increasing to 5% or higher thereafter, to the current proposal: 0% in year 1; 1% in year 2; and a cap of 2% for the duration of the agreement;
- The contract term has been increased from five years to ten years;
- Removal of demands that would have put community centre associations in conflict with provisions of the Income Tax Act and the Societies Act;
- The agreement has become less restrictive on the association's use of space in community centre facilities;
- The proposed contract now provides fairer conditions for use of the Park Board's One Card for community centre association programs and services;
- A requirement for association approval for staff positions and costs before they are charged to the association; and
- Removal of some clauses that interfered with the internal operations of the association.



These are important revisions to the contract, but **they aren't enough to create a good agreement.** Other changes need to happen to protect best interest of our community.

Q: What are the financial ramifications of signing this contract?

A: The Park Board's proposed agreement will remove roughly \$300,000 from our operating budget each year. Included in these additional costs are:

- A new Park Board fee set at 2% of our gross revenue annually – this will be approximately \$45,000 from Fiscal Year 2019/20 onward;
- Program registration processing fees (1% of every transaction) – totalling approximately \$22,000 in FY2017/18, and;
- Approximately \$125,000 in increased staffing costs.

In addition, we will no longer be able to charge membership fees, a loss of revenue of \$105,000 annually. **These are funds that we rely on for programs, equipment and services at the Kerrisdale community centre.**

Q: This has been going on for a long time; why is it so hard to get a contract that works for our community centre?

A: That is a good question. We have asked ourselves that quite a bit over this challenging process.

We can't speak for the Park Board. We can tell you that, with your support, we have spent the past five years fighting to make sure that the Joint Operating Agreement (contract with Park Board) works for our unique community, as well as for the Park Board.

We feel strongly that **governance and management of our community centre belongs to our community.** It's called a community centre and not a Park Board centre for a reason.

Q: Has this issue gone on because the Park Board has a lack of respect for how community centres are run?

A: We can't speak for the Park Board. We think the Kerrisdale Community Centre and other community centres in the City deserve great respect for the work that we have all done for over 70 years, for our volunteers and our volunteer boards and committees. These are committed individuals who give up time with their families and friends and their busy lives to contribute to our community centre and our community.



Since the Kerrisdale Community Centre Society was founded in 1943, we have planned, managed and run a very successful community centre. We are proud of the work we have done – and we have done it as a community – and as a community organization. We have a huge amount of respect and admiration for our volunteers – from those who work on the front lines in the centre to those who take on leadership roles in the Kerrisdale Community Centre Association and who serve on the Board.

For almost 75 years, we have looked to the people of this community when it comes to making decisions about the future of the community centre.

We make a huge difference in the lives of every person who walks through our doors. From exercise classes to our lunch programs and everything in between – they happen



because we have a strong, caring, involved community – and because our volunteers are the best. In fact, our community centre has been recognized for its excellence – according to the Vancouver Courier Readers' Choice Awards, **Kerrisdale is Vancouver's Best Community Centre for 2017.**

Q: If you sign this Park Board contract – what happens to the lawsuit against the Park Board that Kerrisdale is involved in?

A: Before we can sign this contract (and that has not yet been decided), the Park Board requires that we relinquish our Court case which asks for, among other things, confirmation of the Society's right to use the facility or receive financial compensation.

Q: What happens if Kerrisdale doesn't sign this contract?

A: The Park Board has told community centre associations (CCAs) that if they don't sign the agreement by September 30, they will evict us. If Kerrisdale does not sign the contract, we would need to decide whether we will move forward with the lawsuit. We expect that would take two or three years. The Park Board cannot evict us while the legal action is underway, but once it is finished, we could face eviction by the Park Board.

Q: Are the other Community Centre Associations (CCAs) signing this contract?

A: While we don't speak for the other CCAs, to the best of our knowledge, at the time of writing this message, only two community centre associations out of 20 have signed the agreement.

The other CCAs have not yet stated their decision about this agreement and whether to sign.

Q: What happens if some CCAs sign and some don't?

A: That is a question for the Park Board.

Q: What does the Kerrisdale Community Centre Society Board of Directors think that we should do?

A: We have come a long way, but the agreement isn't good enough yet. We feel strongly that it is important to do whatever we can to have the changes that we have proposed included in the agreement so that it **protects our community's interest and is a foundation for a good working relationship between our community centre and the Park Board.**

The Park Board wants us to sign the agreement by Sept 30 – that gives us two months. We believe we would be letting our community down if we did not continue to work to improve it. The second legal opinion, which we received the end of June, confirms our view that there are still some serious issues in this proposed JOA that need to be improved.

Our community told us at the June 20 meetings that this wasn't an agreement Kerrisdale should sign. It's not good for our community! We have told the Park Board this and asked them to meet with us.

The community wants us to first focus on communicating with Park Board. If that strategy doesn't get the changes we need, our community wants us to move forward with the lawsuit – which would take several years and a great deal of money.

In July and August we must **communicate to the Park Board what we NEED to have in this agreement**– showcasing how this would be a "win" for all. We need Park Board to meet with us to discuss those needs and work towards making appropriate changes.

How Can I Help?

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Board members present at the 2017 Summer BBQ. Listed from L-R: Alex, Daniel, Arjan, Melissa, Oscar, Duncan, Don, Kathleen, David and Michael

Absent: Morag, Keiko, Anne, Humaira, Hamza, Melina, Robert and Fred

Kerrisdale Community Centre Society Board of Directors

Kerrisdale Community Centre Society Board of Directors 2017-2018

President:.....Kathleen Bigsby
Past President:Robert Lockhart
Vice President:..... Don Munton
Vice President:.....Duncan Ainslie
Secretary:..... David Eaton
Treasurer:.....Michael Tjaya

Board Members: Humaira Akhtar, Oscar Bisnar, Alexander Cherkezoff, Daniel Conrad, Arjan Grewal, Keiko Honda, Melina Hung, Fred Jay, Hamza Kamal, Anne Monahan, Morag Pansegrau, Melissa Woo

Kerrisdale Community Centre Society (KCCS)

Enquiries please contact Alison at:
Kerrisdaleccsociety@gmail.com
Website: www.kerrisdaleecc.com

KERRISDALE COMMUNITY CENTRE SOCIETY

PARK BOARD IT IS TIME TO LISTEN AND MAKE CHANGES, NOT DICTATE!

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Q: How Can I Help?

A: We appreciate how our community has supported us for the past five years as we have fought this challenging and frustrating battle. Your e-mails, letters, tweets and calls to Park Board Commissioners have worked. You've come out to community meetings. **You are a vital part of our getting this far in the process.**

It might not seem like it, but we have made great progress. However, **we need to do more – and we need to do it right now. And we need your help.**

Park Board Commissioners are elected officials. In the simplest terms, they work for the residents of Vancouver. While we always encourage you to be respectful and considerate, it is also important to clearly communicate that you, as a community member, are unhappy with the proposed Joint Operating Agreement presented to the Kerrisdale Community Centre Society.

It is important that we tell them – in a manner that is loud and clear – what we want in this contract, and demand that they listen to us.

Tell them that the Kerrisdale community doesn't want a bunch of Park Board bureaucrats running our community centre. We want to keep the community in our community centre.



Please **call 3-1-1** and tell the Park Board that you want them to speak to us about the changes we need to see in the document before we can sign the agreement.

Please visit our website regularly: <http://www.kerrisdalecc.com/negotiations-with-park-board/>
We will share news, updates and other information regarding this issue with you there.

We will post more sample tweets and e-mail copy to send to the Park Board on our website **kerrisdalecc.com** as the situation changes.

If you have questions or concerns, please e-mail us at: **kerrisdalecommunitycentre@gmail.com**

We know that, as has happened since this society was founded more than seven decades ago, with the help of our community, **we can achieve what we need.**



Kerrisdale Community Centre
FALL 2017 | Phone: 604.257.8100

Write to Park Board Commissioners

Mail: 2099 Beach Avenue Vancouver BC V6G 1Z4

Email: pbcommissioners@vancouver.ca

Twitter: @ParkBoard

Sample E-mail & Tweet Template Content

E-mail Option 1

Subject Line: Keep Community in Our Community Centre!

Dear Park Board Commissioners,
I am a member of Kerrisdale Community Centre. The Joint Operating Agreement you want us to sign isn't in our best interest. There are important changes that must be made. We've done a great job for more than 70 years. I want you to let the Kerrisdale Community Centre Society continue on doing a great job.

Keep community in Kerrisdale Community Centre!

E-mail Option 2

Subject Line: I Support Kerrisdale Community Centre!

Dear Park Board Commissioners,
Kerrisdale is an engaged, active community – and I don't think the agreement you want the Kerrisdale Community Centre Society to sign is good for our community centre.

I am asking you to make the changes that are being requested so that we can have an agreement works for our community centre as well as the Park Board.

I support Kerrisdale Community Centre!

E-mail Option 3

Subject Line: I Stand Behind Kerrisdale Community Centre!

Dear Park Board Commissioners,
The Joint Operating Agreement that you want our community centre to sign isn't good for our community! It needs to be revised.

I am asking you to make the changes that are being requested so that we can have an agreement works for our community centre as well as the Park Board.

Tweet Options

- I support @KerrisdaleCC and want @ParkBoard to make changes to the Joint Operating Agreement #Kerrisdale #Vancouver
- I am with @KerrisdaleCC when they say @ParkBoard needs to fix the Joint Operating Agreement. #Kerrisdale #Vancouver
- I want @ParkBoard to listen to our COMMUNITY about the JOA. We want you to start working WITH us! #Kerrisdale #Vancouver