



The Muttart Fellowships



**Saskatoon Community
Service Village:
A Co-Location Case Study**

Marcia Clark

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Introducing the Village

Introducing “the Village”

It is difficult and perhaps inappropriate to describe the Saskatoon Community Service Village with one term. Many terms describe the layers of planning and development, community consultation and involvement, and cooperative efforts on every level. Throughout this book, the group of agencies that founded the Village will be referred to as a “partnership.” Although the agencies together created a new legal entity, they did not form a legal partnership nor merge. The term “partnership,” however, connotes an attitude of cooperation and working together to achieve a common goal. The agencies did, indeed, work as partners with the goal of increasing the value of their resources.

The term “strategic alliance” also describes the Village project. A strategic alliance is defined as “the mutual coordination of strategic planning and strategic management between businesses that enable the organizations involved to align their mutual long-term relationships to the benefit of each organization.”¹ Many of the definitions and theories of small business management apply to nonprofit agencies, which are, as J. Arsenault explains, “social purpose businesses.”² The legal entity created by the Village partner organizations is, according to Arsenault, a new management service organization, an entity created to provide management and administrative services to other organizations. Its aim is to achieve efficiency and increase effectiveness in one or more management functions.

The Village project could also be described as “collaboration.” A working definition of collaboration in *Collaboration: What Makes it Work*, published by the Wilder Foundation fits the Village project. It states that “collaboration is a mutually beneficial and well-defined relationship entered into by two or more organizations to achieve common goals. The relationship includes: a commitment to mutual relationships and goals; a jointly developed structure and shared responsibility; mutual authority and accountability for success; and sharing of resources and rewards.” The work done by the agencies to create the Village closely fits the description of “community collaboration,” in the *Collaboration Handbook* also published by the Amherst H. Wilder Foundation.⁴ The book’s metaphor of creative collaboration as a community journey characterizes the Village project. Its premise is that true collaboration means doing things very differently than they have been done before, while embracing complexity and ambiguity by long-term complex thinking, conflict management, and trust building over time.

The Saskatoon Community Service Village is a multi-layered endeavour with two distinct aspects. One is the collaborative process of thinking and acting in creative ways. It includes the building blocks of collaboration—lateral leadership, open dialogue, trust, and shared goals. The second aspect is the realization of the practical and concrete results of the collaborative journey—project design, creation of a new charitable organization, fundraising, and construction. The project will not only create a new organization and a new building, but new ways for the partner agencies to work together and to engage other organizations and community members.

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Chapter 1
Origins and Timelines

Origins and Timelines

The Saskatoon Community Service Village is rooted in the Saskatoon Women's Resource Centre (SWRC) established in 1986. SWRC was a coalition of 16 organizations, including the YWCA, with complementary philosophies and services for women. The group met for more than 10 years to establish a women's centre that would provide integrated, gender-specific programs in one location. Monthly meetings provided opportunity for networking and information sharing. SWRC incorporated as a nonprofit organization, conducted two feasibility studies, assessed community needs, explored management models for a women's centre, and identified potential funders for a capital project. In 1995, after considerable groundwork and intense effort, SWRC was unable to secure premises in an existing downtown building. Following this disappointment, the group continued to meet for some time, but their efforts waned and meetings were discontinued.

Community perception of the Saskatoon Women's Resource Centre was that it was exclusively for organizations serving women and their families and that it was exclusive of organizations offering programs for men, even in the context of family service. It did not, therefore, enjoy widespread community support from individuals and organizations that value inclusiveness and who do not have an understanding of, nor commitment to, gender specific needs. However, the Centre was important to the community because it introduced and explored the concept of co-location and cooperative services. Metaphorically, it tilled the soil so that the Village could germinate.

At the same time as SWRC was attempting to secure a facility, Anne Campbell became the new executive director of the Saskatoon YWCA. She faced a \$500,000 deficit (which was eliminated during

the course of planning the Village), a maximized operating line of credit, and a facility in need of refurbishing. A traditional major source of revenue for the YWCA, exercise and fitness programming, had been negatively affected by municipal development of leisure centres and by competition from private sector health clubs. At the same time, demand for the YWCA's social services was growing rapidly. Campbell and her board of directors understood that the challenge to achieve long-term sustainability for the YWCA would mean changing the organization's structure and operations, including broader community partnerships.

Arla Gustafson, executive director of Saskatoon's United Way, suggested to Campbell that the YWCA would be the ideal location for the facility envisioned by the SWRC. Campbell was aware that The Muttart Foundation had released new funding guidelines to facilitate merger and alliances. She applied to The Muttart Foundation and received funds in September, 1996, for a study to investigate the idea of co-location with other community-based organizations as a means to strengthen both the YWCA and the community. Campbell's leadership, Gustafson's suggestion, and The Muttart Foundation's resources provided the seed and the necessary growing conditions for the Village.

The project commenced when two researchers, Dianne Manegre and Deborah Fortosky, conducted the initial "YWCA Co-location Study," referred to as the Phase 1 Study. (See Appendix 1) The comprehensive study was well-researched with extensive community consultation. It identified potential community partners for the YWCA, potential financial savings in occupancy cost and capital equipment sharing, a recommended governance structure, and the following critical success factors:

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- ability to obtain capital involvement of the Department of Social Services
- obtaining the commitment of key partners
- involvement of organizations representing a full continuum of services
- ability of the YWCA to engage other stakeholders in sharing risk
- ability of the YWCA to retain partners

- ability to develop and implement sharing arrangements
- support of funders to channel co-location savings to other needed areas.

The study also suggested that developing a residential component on land next to the YWCA would be a way to finance the expanded facility, an ideal first suggested by City Councillor Kate Waygood.

Following the study, the YWCA and the potential partners identified during the process of the study, began to develop the Saskatoon Community Service Village. Unlike many other examples of strategic alliances, partnerships, or mergers, the impetus for the project was not because of immediate pressure by funders or donors, nor by challenges to the viability of the services of any one agency.⁵ Rather, it arose from awareness of a new environment and realization that change and restructuring are inevitable and that proactive initiatives that build on a history of community cooperation will result in a wide range of benefits.

The following is a chronology of project planning. Details of all aspects of the activity follow throughout this case study.

1986—96

- A group of organizations providing service and advocacy for women formed the Saskatoon Women’s Resource Centre committee. This group worked for several years trying to co-locate organizations serving women in the city. The YWCA and the Saskatoon Sexual Assault and Information Centre were part of the group.

September, 1996

- YWCA received a grant from The Muttart Foundation for a feasibility study to look at different options to fulfill the YWCA’s mission, to better serve the community and to remain financially viable. Dianne Manegre and Deborah Fortosky conducted this Phase 1 study.

January, 1997

- As part of the Phase 1 study, the YWCA hosted a community meeting involving over 30 organizations to introduce the concept

of co-location. A follow-up working session with potential partners drafted a mission statement for the co-location project and named the project the Saskatoon Community Service Village.

March, 1997

- Phase 1 study completed.

April, 1997

- AODBT Architects began initial planning and design with potential partners.
- The City of Saskatoon was requested to hold the parcel of land required for the potential condominium development pending further study.
- Continued discussions and presentation to boards of directors strengthened the partnership of agencies.

June, 1997

- The Muttart Foundation, Saskatoon's United Way, The Saskatoon Foundation, and the Saskatchewan Department of Social Services funded the Phase 2 technical study.
- It was determined that pre-sales of condominium housing units could be the major component of financing for the Community Service Village.
- AODBT completed preliminary site drawings.

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July, 1997

- The first volunteer committees were formed.
- Exploration of corporate structure and management issues began.

August, 1997

- The first legal opinion on incorporation with condominium development planning was issued.
- Invitations were issued to developers for proposals for development and marketing.

September, 1997

- Wolfe Group of Companies responded positively to the call for proposals.
- YWCA signed a contract on behalf of the partnership with Wolfe Group of Companies for the study regarding marketing of the condominium housing units.

October, 1997

- A request was made to the City to purchase the land set aside for condominium development.
- The developer estimated the market value of the land to be \$450,000 to \$500,000.
- Discussions continued concerning long-term legal, tax, and governance issues involving both the co-location and the condominium development.
- Exploration of facility management issues began.

November, 1997

- Partner agencies held a second facilitated vision session and adopted “Guiding Principles” and a “Vision Statement.”

December, 1997

- City Councillors were introduced to the Village concept at a presentation at the YWCA.
- A draft “Letter of Understanding” was signed by the partner agencies that outlined the proposed Village Board of Directors and agreements to date on vision, ownership, financial management, and liability risk issues.
- The marketing study completed by Wolfe Group of Companies indicated the viable target market for condominium housing units.

January, 1998

- Ernst and Young issued an opinion on incorporation structure and taxation issues.

- The Phase 2 technical study was completed.
- City Council considered a grant or sale of the land for the condominium housing units and referred the matter to City administration for formal appraisal of the land value and exploration of other ways the City could facilitate the project.

March, 1998

- Meetings were held with City administration officials.

April, 1998

- The Muttart Fellowship was announced.
- The land value was appraised at \$800,000 and it became evident that City Council would not support a condominium housing development by a partnership of nonprofit agencies.

June, 1998

- After realizing that the condominium housing component of the project could not proceed, partners met with the Mayor and Executive Council to request a direct cash grant towards construction of the office component of the project. The request was referred to the Leisure Service Department for report and recommendation.

August, 1998

- Partners met with Leisure Services Department staff to further inform them of the project and potential benefits.

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September, 1998

- Partners met with the Chief of Police and the Police Services Planning Officer.
- Work began on new financial projections and a business plan to be used in the capital campaign
- Presentations were made to the grants committee of The Saskatoon Foundation and initial approaches were made to other potential major donors, including the Frank and Ellen Remail Foundation.

October—November, 1998

- Approaches were made to additional agencies that had expressed interest in the Village.
- Ernst and Young prepared updated tax opinions.
- The concept paper was developed.
- A presentation was made to senior government officials of the Regional Intersectoral Committee.

December, 1998

- Saskatoon Crisis Intervention Services joined the partnership.
- Tamara's House left the partnership.
- Draft financial plans were reviewed and rewritten
- A strategic fundraising plan was developed.

January, 1999

- Ernst and Young issued the completed financial plan.
- A presentation was made to The Partnership of Downtown Businesses and the Chamber of Commerce.
- The by-laws committee resumed work of incorporation.

February, 1999

- TAP Communications was engaged to provide fundraising campaign advice and prepare campaign materials.
- Walter Podiluk and Shelley Brown, prominent citizens and supporters, agreed to be honorary co-chairs of the capital campaign.
- Each partner agency appointed a capital campaign co-chair.
- A formal request for contribution was made to The Muttart Foundation.
- Additional potential foundation donors were identified through a database search.

March, 1999

- Partner agencies named representatives to the Community Service Village Board of Directors.
- The campaign team began bi-weekly meetings.
- The by-laws committee finalized the final forms of the Articles of Incorporation, By-laws, and Unanimous Members Agreement.
- City Council provided a grant of \$239,000.

April, 1999

- Discussions were held with City Planning officials about the rezoning and lane closures required for development.
- The City agreed to a bulk-buying agreement with the Village partner agencies.
- First drafts of the Construction Management Agreement with the Wolfe Group of Companies were prepared.
- First drafts of the Building Committee terms of reference were prepared.

May, 1999

- The capital campaign was launched May 13.
- The Frank and Ellen Remai Foundation pledged a major donation of \$200,000.
- The Muttart Foundation rejected the request for contribution to the capital campaign.
- Additional presentations and meetings with potential donors were held, and continued throughout the campaign.
- Partner agencies signed a “Memorandum of Understanding” outlining the topics and timetables for future joint program initiatives.
- The Saskatoon Community Service Village Inc. was incorporated.
- The Community Service Village Board of Directors held its first meeting.

- Banks and other financial institutions were invited to submit mortgage proposals.

June, 1999

- Partners asked The Muttart Foundation to reconsider their decision and sent the Foundation updates.
- The Wolfe Group of Companies presented final construction budget estimates to the board of directors. These estimates included required renovations to the day care, administration, and mezzanine areas of the existing YWCA building.
- Partners discussed possible provincial contributions with provincial government MLAs and Ministers.

July, 1999

- Capital campaign activities continued throughout the summer.

August, 1999

- The Building Committee's terms of reference were approved.
- The Architectural Agreement was finalized and approved.
- A meeting was held of all potential tenant organizations to tell them about the project status and confirm their interest in locating within the Village.
- Charitable status was approved by Revenue Canada.

September, 1999

- The Muttart Foundation again rejected the request for a contribution to the capital campaign.
- The concept of bare land condominium plan was introduced as the most appropriate means of land transfer from the YWCA to the Village.

October, 1999

- Plans were considered for a campaign in early 2000 to top up the capital fund and bring closure to the campaign.
- Partners and TAP Communications reviewed the capital campaign so far.

November, 1999

- Presentations were made to the Meewasin Valley Authority, a regional planning and development authority.

February, 2000

- Executive Directors and key staff begin series of “reflective days.”
- New committees composed of staff, members of partners’ boards of directors, and volunteer consultants formed:
 - to address tasks and issues related to living together
 - to foster broad ownership of the project
 - to begin development of new organizational culture.

April, 2000

- Project Coordinator hired.

May, 2000

- Ground-breaking ceremony and construction commences.

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Chapter 2
Challenges for Nonprofit
Organizations

Challenges for Nonprofit Organizations

The Saskatoon Community

Saskatoon, a city of 205,992, is located in the heart of the Prairies.⁶ It has a rich tradition of cooperation that began with early pioneers who depended on one another for survival, and that was sustained and stimulated by the severe hardships experienced by the province in the 1930s Depression. The disastrous experience of that decade prompted development of new cooperative activity in the province. Wholesale, retail, and banking cooperatives were formed to collectively improve the conditions of the agricultural community. The first socialist government in Canada was elected in Saskatchewan, a direct result of the Depression experience and the cooperative movement, and that government emphasized human services development. Saskatchewan's social service and health care systems became models for the "social safety net" Canadians know today.

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The agricultural-based economy of the province, which still remains largely undiversified, nose-dived with farm commodity prices in the mid 1980s, resulting in economic and demographic changes. The poor economy resulted in rural depopulation, small growth in the major provincial urban centers (4 per cent for Saskatoon between 1991-1996), and virtual stagnation (.3 per cent between 1991-1997), in the provincial population as a whole. Inter-provincial migration of young adults for employment and education accounted for the population stagnation, which negatively affected the economy and the tax base.⁷ In 1999 farm commodity prices hit their lowest since

the 1930s. This fact, combined with changing family structures and an aging population, has created unprecedented demands upon social programs.

The first community-based, nonprofit agencies also originated as a result of pioneer hardships and the Depression. Records of Saskatoon's YWCA (established in 1910) and the Saskatoon Family Service Bureau (established in 1931) indicated that those organizations were established because of homelessness and the community's need to help those in desperate economic situations. The "Red Feather Campaign," predecessor to the current United Way, originated in the 1930s. These organizations were sustained, along with other community-based nonprofit agencies, with the support of sympathetic provincial governments and prosperous post-war economic conditions in that continued throughout the 1970s. Community-based agencies in Saskatchewan have never provided any mandated services (such as the child protection services of Children's Aid Societies in other provinces), and the prevailing attitude has been that what is essential to the community is a government responsibility.⁸

Limited employment opportunities and extremely poor living conditions in Aboriginal communities have precipitated the move of First Nations and Metis people from primarily northern communities to urban areas of the province. Among Canadian cities, Saskatoon now has the highest proportion of Aboriginal residents and the fourth largest number of Aboriginal people. The 1996 census reported that over half of Aboriginal children in the city live in low income, single parent families.⁹ This important demographic change in the community has challenged nonprofit agencies to reassess their missions, values and practices in order to address the consequences of poverty combined with cultural loss, and to be respectful of and work effectively with the organizations governed by the Aboriginal community. There are now many examples of effective working relationships after initial feelings of tension and distrust.

Undoubtedly, social problems in Saskatoon have increased dramatically in recent years. In the past five years, Saskatoon Police Service report a 37 per cent increase in violent crimes. During that same period, the Sexual Assault and Information Centre reports a 30 per cent increase in women seeking assistance following sexual assault and 23 per cent more women and children sought safe shelter

at the YWCA. The two community-based family counselling agencies, the Saskatoon Family Service Bureau and Catholic Family Services, report that the number of individuals and families seeking assistance more than tripled at each agency. Saskatoon agencies are faced not only with increasing demand for services, but also with increasingly complex issues. Many presenting problems common today, such as Attention Deficit Hyperactivity Disorder, childhood sexual abuse, and multiple addictions were rarely dealt with by community agencies just 10 years ago. A recent report indicates that “there are inappropriately long wait lists and waiting time to see a mental health professional, especially at Saskatoon District Health community mental health services. Nonprofit community-based agencies often bear the brunt of the overflow of clients who are unable to timely access Saskatoon District Health mental health services.”¹⁰

Innovative responses to the increasing social and economic problems are emerging from the community’s unique assets. Saskatoon boasts of its shared cooperative values, its pioneer spirit, and its large capacity for volunteerism. Due to post-secondary educational institutions, including the University of Saskatchewan, and the legacy of government emphasis on human service delivery during the 1960s and early 1970s, Saskatoon is rich in human resources. As well as the Community Service Village, other examples of integration of resources and inter-sectoral services are developing in Saskatoon. These include:

- a secondary educational facility which links social services, health, child care, and nonprofit community services
- a low-income housing development corporation which links social services, housing authorities, business, and community associations
- an inner city recreational facility for youth which links leisure services, social services, public health services, community associations, and Aboriginal organizations.

This movement towards integrated services is driven by community-based organizations, not by government.

Nonprofit Environment

In recent years the charitable sector in Canada has been drastically influenced by the focus on deficit reduction by governments at all levels. Governments have historically provided almost two-thirds of the total revenue to the charitable sector. The Canadian Centre for Philanthropy estimates that for every 1 per cent drop in government funding, individuals will need to increase their support to organizations by 5 per cent just to keep funding levels constant. If every company in Canada donated 1 per cent of pretax profits to the voluntary sector, government funding could not be replaced.¹¹ There is no expectation that government funding will return to previous levels in proportion to community needs, and cutting back on services and programs would not serve the community well. Although government funding levels to Saskatoon community-based agencies has remained virtually constant for the past 10 years, the service demands have increased dramatically (often as a result of curtailed government services), resulting in an effective cut of more than 30 per cent to some agencies. The increased demand for services within a declining resource base reflects current reality and, thus, the future challenge.¹²

As agencies attempt to replace traditional sources of funding and cope with increasing service demands, the climate for fundraising has changed dramatically. The realignment of social responsibility is evidenced not only by downloading of government services, but by government entities entering into fundraising in order to continue activities previously supported by tax infrastructure. In Saskatoon, this is seen in fundraising by hospital wards, municipal parks services, and Department of Justice services.

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The fierce competition for funds in Saskatoon's relatively small business community is shown by the requests received by Cameco Corporation, one of two major mining companies with headquarters in the city. Roger Francis, Cameco's director of community relations, states that the company received 6,200 requests for donations from Saskatchewan organizations in 1998, approximately 5,800 from Saskatoon. In order to cope with the demand, the company has drastically narrowed its donation criteria and currently donates exclusively to projects dealing with youth in crisis or inner city youth.

Cameco's budget for community donations is directly linked to corporate earning projections and, as a result, the budget has been cut by 80 per cent in 1999. Further, the mining operations are in northern Saskatchewan and northern Ontario; therefore, community relations in areas most at risk and most likely to threaten the company have highest priority. Donations have, therefore, been cut drastically in Saskatoon.

Many businesses are beginning to recognize that social problems are the entire community's responsibility (including them) and that the private sector must find new ways to partner with the charitable sector. Corporations are increasingly linking their philanthropy to their business interests. In the words of Dr. Richard Steckel, corporations realize that they can "do well by doing good."¹³ They are focusing on causes that bring both indirect and direct benefits to their corporations and result in major community recognition. Their partnerships with the charitable sector are increasingly complex and may include volunteer assistance, free products and services, and joint marketing in addition to traditional cash contributions. These new relationships demand agencies to have specific goals, measurable outcomes, and demonstrated management efficiencies.

"Corporate funders want to know not just that the projects they fund will make a difference in peoples' lives, but that these projects will do so more effectively than available alternatives. The priority for nonprofit managers, therefore, must shift from a search for stable and assured funding for programs to an everyday commitment to find ways to serve clients more effectively and efficiently. Just as important is the ability to demonstrate both cost-efficiency and results. In short, the more that nonprofit agencies look to corporations for funding, the more they themselves will be required to think and behave entrepreneurially."¹⁴

Agencies are increasingly engaging in entrepreneurial or commercial activities to replace or enhance traditional sources of revenue. They are selling their traditional services (such as counselling) to those who can afford to pay.

For instance, the Saskatoon Family Service Bureau's earned income accounted for 10 per cent of its revenue in 1993. In the fiscal year ending March, 1999, earned revenue accounted for 37 per cent its revenue. Increasingly, nonprofits are competing with for-profit businesses that, recognizing increased demand for such services in the community, are entering fields traditionally the domain of the nonprofit community. This, too, forces charitable agencies to demonstrate competitive outcomes and to operate as efficient and effective social purpose businesses that can compete in the marketplace.

All the challenges Saskatoon's nonprofit agencies—community economic conditions, changing demographics, increasing demand for services, reduced government support, keen competition in fundraising, and increased accountability—indicate that the agencies must adapt and make changes that will sustain them into the future. “The continued success of an organization's mission no longer depends on fresh, new programs and the extension of services, but on innovative management and revitalized organizational structure. The time has come for all nonprofits to consider mergers and alliances in their strategic plans.”¹⁵

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Chapter 3
Anticipated Benefits
of the Community
Service Village

Anticipated Benefits of the Community Service Village

The following are Village project's benefits and outcomes as envisioned by the partner agencies.

Joint Programming, Planning, and Policy Dialogue

One of the obvious advantages of co-location is the benefit derived for clients when agencies work together to improve services through joint program planning and delivery. This advantage was recognized during the Phase 1 study, and then discussions began about the many possibilities for program integration. McLaughlin writes, "Integrated service delivery has its own special logic. When a variety of services are put together in an integrated fashion, things happen differently."¹⁶ It was recognized immediately that, given the mix of partner agencies in the Village project, programs can be holistic: addressing mind, body, and spirit. They can provide a continuum of services and link sequential services, including crisis response, preventive programs, therapeutic counselling, and rehabilitative services. For instance, women and children experiencing family violence will have access to emergency shelter, crisis counselling, ongoing gender and age-specific rehabilitative counselling, recreation, and programs for reintegration into the community.

As well as synergy of services, joint programming will result in opportunities for more policy dialogue among agencies and increased client advocacy.

Co-location can allow agencies to expand and innovate their entrepreneurial activities. For example, Employee and Family Assistance Program counselling services (now jointly planned by the Family Service Bureau and Catholic Family Services) can include the YWCA and fitness and lifestyle services to enhance traditional talk therapy. There are many debates about the wisdom and capabilities of nonprofit agencies choosing to compete with for-profits and about whether the nonprofit goals of social advocacy and community building are compatible with the goals of successfully competing in the marketplace. However, as Ryan states in the *Harvard Business Review*, “nonprofits are now forced to reexamine their reasons for existing in light of a market that rewards discipline and performance and emphasizes organizational capacity rather than for-profit or nonprofit status and missions. Nonprofits have no choice but to reckon with these forces—forces that were unleashed and that continue to be shaped not by the private sector but by government itself.”¹⁷ Co-location, the mere fact of living together, also will result in increased accountability and transparency in program operations and outcomes. Agency operations will be scrutinized readily by peers and by the major funder, the United Way.

What one agency does will in some way reflect on all the agencies. Beyond that, partner agencies have agreed to inform one another of all new programming initiatives, to review each from the perspective of potential shared programming, and to incorporate evaluative criteria and processes for new initiatives.

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Learnings from other joint ventures, instinct, and legal advice indicate that entrenching joint programming in legal agreements is unwise. Arsenault cautions organizations to think through the potential impacts if a joint venture initiative succeeds and to proceed with caution if the range of possible effects cannot be determined fully.¹⁸ Concerns about binding agreements were evident in three areas. One, early in the planning process, was great concern about loss of identity and the need to maintain and protect agency missions. This concern lessened as plans developed, trust grew, and interests were clarified. Two, the agency directors were aware of the complexity of the tasks necessary for program mergers, especially

ones which involve intersectoral innovation. To be successful, such changes should be client-driven, tested, and modified over time. Without the joint facility actually existing and the directors' energy being expended in the organizational development initiative, it was impossible to focus simultaneously on major program initiatives. Third, staff and clients have natural anxieties about the consequences for them of program changes and of the blending of organizational cultures. These anxieties must be respected.

To solidify discussions, preserve verbal intentions as agreements, and address concerns of potential funders, particularly The Muttart Foundation, the “Memorandum of Understanding” was signed. (See Appendix 2.) It outlines a process and a timetable for joint program development. LaPiana identifies roadblocks to strategic restructuring. He clearly outlines the concerns identified by the Village partners as the three themes which contribute to resistance to restructuring—autonomy, self-interest, and culture clash. He writes, “An understanding of these three critical issues, their interplay, and the varied ways in which they manifest themselves in the strategic restructuring process will explain most negotiations stumblings. Early identification and ongoing attention to these potential deal-breakers is essential to successful outcome.”¹⁹

Space, Equipment, and Technology Sharing

The Phase 1 study identified the potential for cost savings because of shared common space, capital equipment, and technology. The common and primary reason for interest in the Village project by partner agencies (other than the YWCA) was the need to secure affordable, appropriate space with cost controls. After the partnership solidified, work started immediately to calculate space requirements and identify what elements could be shared. These elements included meeting and program space, counselling rooms, staff lounges, washrooms, administrative supports areas, reception and waiting areas, and library/resource rooms. Estimates of space requirements were necessary in order to estimate building costs and develop the financial projections that determined the projected per-square-foot occupancy costs. (See Appendix 3.)

These costs had to be both comparable with the agencies' current occupancy costs and but below current market rates in order for the project to be viewed as viable by business-oriented potential funders. Since none of the partner agencies were in a position to cope with unforeseen expenses, occupancy costs also had to include common area maintenance, facility management, tenant improvements, insurance, parking, and reception services. It was possible to establish that per-square-foot occupancy costs in the Village would be a minimum of \$1.10 less than current market rates, and that the space requirements of each agency would be less than if they were seeking individual office space. Immediate savings of \$120,000 per year would be realized, therefore, by Village occupancy as opposed to occupancy at market rates for each agency.

Simply reducing occupancy costs is not enough to improve agency effectiveness unless the savings are translated into enhanced fulfillment of mission. For instance, a co-location project in Ann Arbor, Michigan, Nonprofit Enterprise at Work, Inc. (NEW), estimates that since its start 10 years ago, 19 nonprofit organizations have been able to shift \$300,000 from rent and utilities to program budgets.²⁰ The Richmond Caring Centre in Richmond, British Columbia, claims to have sustained occupancy costs of one-third of the market rate for 16 agencies over five years.

The Village partner agencies intend to realize similar benefits from occupancy cost savings. The executive director of The Muttart Foundation challenged this intention, however. In a letter dated April 19, 1999, Bob Wyatt said that The Muttart Foundation believes it is "counter-intuitive to assume that government will not reduce core funding even if agencies have lower operating cost." This view made partners take a hard look at the intention of enhanced program resources resulting from occupancy cost savings. All Village partner agencies rely on funds raised in the community to cover most occupancy costs. Year-to-year government contracts to provide specific services do not provide for core occupancy costs, although some government program contracts provide compensation for program space rental.

The partner agencies received the following assurance from Robb Watts, community outreach manager, Department of Social Services, Saskatoon Region, in a letter to Bob Wyatt of The Muttart Foundation dated June 22, 1999: "Our interest would be to enable the partners in the Community Services Village Model to realize cost

savings through an integrated services approach. Those cost savings then would be redirected towards program development If savings result through this development, it would be our intent to renegotiate the Service Agreements with the four agencies funded by the Department and realign their budgets. The funding base would remain the same.”

Co-location with the YWCA will bring added space benefits to the other partner agencies that could not affordably be duplicated at another site, including the gymnasium, swimming pool, day care facilities, and residential shelter. While these benefits are not essential to successful programs, existing services can be greatly enhanced because of them. For instance:

- Programs with recreational components can be designed to effectively engage hard-to-reach high-risk youth and young offenders.
- Clients attending parenting programs have repeatedly requested on-site day care.
- An on-site safe shelter would aid counsellors working with family violence.
- Traditional talk therapy can be enhanced by physical therapy, both in individual and group programming, as it is a well-known fact that physical exercise combats depression and increases coping skills. This enhanced service will provide a competitive advantage in marketing Employee and Family Assistance Programs.

The researchers of the Phase 1 study started discussions about the sharing capital equipment and technologies, and discussions among the partner agencies continued throughout planning. Again, it was difficult for agencies to firmly commit to sharing without firm design plans and the experience of living together. Examining other co-location experiences indicated that the extent of capital equipment sharing varied a great deal and was dependent on many factors, including the size and individual resources of the tenant organizations. Sharing of equipment actually decreased in the first five years at the Richmond Caring Centre, a co-location of 16 community organizations. Other than the Centre’s centralized telephone system, no other sharing of equipment is occurring five

years after opening. As the Richmond agencies secured resources of their own, they purchased their own equipment. In other co-location ventures, however—particularly those that incubate fledgling agencies such as The Manitoba Clearinghouse Concerning Disabilities Inc.—significant sharing of equipment takes place.

The Village partner agencies did agree to immediately establish a joint mail and photocopying room and enter into a bulk-buying agreement with the City of Saskatoon. Immediate savings of an estimated \$14,800 will be realized by eliminating eight equipment leases, and the joint purchasing will save \$2,500. As well, the “Memorandum of Understanding” commits the agencies to developing a shared resource library and database. The Family Service Bureau and Catholic Family Services currently cooperate in a computer-based outcomes evaluation program and are developing a joint client data base program which may be expanded to include other partner agencies. The YWCA has obtained a technology grant from The Muttart Foundation to develop a computer training centre, which will benefit all in the Village.

Human Resource Benefits

Specialized professional expertise on clinical issues may be shared among agencies both by client referral and by shared training opportunities. Intersectoral training may take place as physical fitness expertise informs mental health expertise and vice versa. The “Memorandum of Understanding” commits partners to explore shared staffing and staffing exchange models. There are immediate plans for the YWCA and Crisis Intervention Services to cooperate in providing night-time services. Night-time staffing is difficult because of cost and safety concerns for staff working alone. Joint staffing will result in immediate savings in excess of \$50,000 per year.

Partner agencies use approximately 1,400 volunteers a year in a wide variety of activities. Therefore, volunteer training and recruitment are significant and onerous tasks for all of the partners. Cooperation in volunteer recruiting, orientation, and training will provide cost savings and program enrichment. In 1997-98, the United Way community consultation determined the need for a centralized volunteer resource centre to serve all types of community charities. The Village is seen as an ideal location for this centre.

Administration and support staff efficiencies also can be realized. Arseneault outlines the advantages of an entity created to provide management and administrative services—a management service organization. Typically management service organizations provide a menu of services for member organizations including personnel management, facilities management, fiscal services, fundraising, strategic planning, contract management, marketing, and quality assurance in the form of ongoing quality improvement efforts and outcome studies. She says, “I consider the management service organization to be one of the most effective tools to link small organizations and to improve the quality of management infrastructure.”²¹ The “Memorandum of Understanding” commits to planning for financial management services, joint communication, and marketing resource development. Joint initiatives already are underway in the areas of evaluation and outcomes studies.

Building Design and Location

As well as benefits derived from the facilities of the YWCA, the Community Service Village will benefit from specifically designed office and program space, and from the centralized location. Offices will have the size and specifications necessary for maximum efficiency. For instance, counselling offices will be soundproof and suitably sized. There will be appropriately designed and equipped rooms for play therapy and “body” therapy, as well as an Aboriginal healing room. The location of the YWCA, including proximity to a large park, river walks, public transportation, ample parking, capacity for expansion and future housing development, and public visibility are important to the other partner agencies. Most importantly, partner agencies will not have to purchase the land. The value of the YMCA’s land contribution has been appraised at \$250,000—the value of the refurbishing the YWCA will gain during construction.

Broad Community Partnerships and Continued Community Leadership

Due to the inclusiveness of the Phase 1 study and the continued dialogue with interested organizations, government entities, potential funders, clients, and boards of directors throughout the planning process, the Saskatoon “helping” community is well aware of the Village project. It is anticipated that the larger community, beyond the partner and tenant agencies, will continue to be involved in the Village activities. For instance, in a letter dated October 9, 1999, Dave Scott, chief of police, outlines seven areas of possible involvement of the Police Service in the Village. Chief Scott wrote, “There are several immeasurable benefits for our organization, including the ability to work closely together to build improved working relationships.”

The YWCA has been a gathering place for community initiatives and events since the 1984 construction of the present building. It hosts events as diverse as the December Memorial commemorating the Montreal massacre, summer camps for kids, and meetings of various special interest groups. The Village component will provide more meeting and activity rooms in order to expand community use.

It is hoped that donors and funders will see their contributions applied in an integrated community model. The United Way hopes to benefit from both the visibility of their office space and the proximity to programs it funds directly. Not only will this increase the service providers’ accountability, but it also will provide a convenient forum to showcase community contributions at work for the many drop-in donors and volunteers.

Mentoring and Incubating

The Village plans to have the ability to provide a range of services to new, fledgling nonprofits. In addition to lower than market rate occupancy costs, the Village can easily provide services ranging from a simple post office box, telephone services and occasional meeting rooms, to more extensive services contracted from partner agencies) such as administrative support). “Incubators” let new organizations focus on building their programs rather than expanding scarce resources on support services, and it lowers expenditures on ideas, which prove unviable.²² The Calgary Old Y Building, owned by the City of Calgary, has provided incubation to new and/or small organizations since 1973. Space, equipment, and reception services are provided, but a great deal of networking and collaboration takes place in the supportive environment. The Richmond Caring Centre plans to offer postal box and telephone services to those small organizations that have been unable to keep their offices in the Centre open regular hours, rather than continue to rent space to those organizations as the demand for space is great. In Los Angeles, civic leaders identified the need for startup support services for nonprofits. Community Partners of Los Angeles offers financial and administrative services, management training, and technical assistance. It also builds community alliances and avoids duplication of services.

Small community organizations have expressed interest in the Village. Despite the inability to confirm the amount of available space, the completion date, and the final cost per square foot, 12 diverse community organizations have provided letters of interest in locating in the Village. All can see the financial and program benefits of association with the partner agencies.

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Chapter 4
Membership

Membership

Phase 1 Study and Recommendations

“The YWCA decided to study co-location because of the opportunities it might offer to strengthen itself and other community-based organizations in the city, and to improve the services offered to the community” (See Appendix 1.) Using member organizations of the Saskatoon Women’s Resource Centre as a starting point for identifying potential partners, the YWCA Co-location Study determined strong interest in co-location from 10 community organizations, including one for-profit chiropractic group. Three of the final six members of the Village partnership were identified in the initial study as potential partners. One of the critical success factors cited in the study was “involvement of organizations representing a full continuum of services.”

The study also stated “the involvement of the Department of Social Services is considered critical to the success of the project. The involvement and support of the provincial government would fulfill one of the requirements of gaining public support and add a stable, well-funded partnership to the venture.” It was the Family Support Centre’s programs and services and the Department’s voluntary and supportive family programs which were identified in the Phase 1 study for location in the facility. At the same time as the partners were being determined, the future of the Family Support Centre was jeopardized by budget reorganization. For approximately one year, community members—including representatives of other identified partner agencies of the Village—lobbied for reinstatement of the Centre’s funding. This instability, coupled with the initial plans to finance the project by housing development profits, excluded the Department of Social Services. More importantly, as the partnership evolved to include principles of equality and consensus decisions, it

became apparent that it would be difficult to include government in the partnership given the inherent power imbalances. As stated by Torjman, “A potential problem in working with governments is that their reporting lines tend to be structured, hierarchical, and mandate-specific. The strength of partnerships, by contrast, is that they can employ more comprehensive and holistic solutions. They allow parties within the partnership to step outside their narrow mandates and single-sector approaches which often stifle creativity and innovation.”²³ Municipal and government officials were informed of all stages of the project, however, and their advice sought throughout. Rental of space within the Village to government entities providing complementary services to the community is possible and desirable given their relative financial stability and ability to enter into long-term leases.

Solidifying the Membership

Determining the member agencies in the partnership was not a clear, time-limited process. The suggestion to finance the co-location project by developing and selling housing units on land adjacent to the YWCA property was proposed in consultations during the Phase I study. Inherent in the idea was both a great deal of work in planning and development and some degree of financial risk for the agencies. Although careful and creative planning mitigated the risk, some potential partners were initially dissuaded by their limited financial and human resource capacity. Those agencies which proceeded to plan the housing development were willing to commit energy to the project and look critically at financing proposals, and their need for success was sufficient to proceed with what appeared to be a daunting task.

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McLaughlin has said that it may be difficult to tell which organizations count themselves as members and which do not as alliances develop. “Inevitably, some early planners will want to be highly inclusive and free-flowing, while others will want structure. In any event, different participants will go through their internal decision-making processes at different times and in different ways. The question of who’s in and who’s out may be answered quite differently at different times, depending on where participants are in their decision-making processes.”²⁴ This was certainly true in the early phases of the planning. The membership’s final composition

was determined only in late 1998 in a final consultation with agencies that had initially expressed interest, but had not continued at the planning table when the partnership to enter into contractual arrangements necessitating financial commitments. It was at this time that Crisis Intervention Services joined the partnership and Tamara's House left.

Role of Individual Agency Self-interest

As well as a realization of the challenges common to all nonprofit agencies that necessitate collaboration, the Village partner agencies had compelling individual reasons to proceed with the project. These follow:

- The YWCA building, constructed in 1984, required remodeling and upgrading valued at approximately \$250,000. Having recently eliminated its debt and operating deficit, the YWCA saw the project as a viable way to accomplish the refurbishing. The Y's residence facility was originally designed for traditional use as temporary housing for single women. It is now overcrowded primarily with women and children in need of a safe environment because of complex, interrelated issues of violence, homelessness, mental health, and addiction. The YWCA also requires enhanced counselling and outreach resources in order to provide effectively for these clients.
- The Saskatoon Family Service Bureau owns a 4,000-square-foot building in north downtown. The agency staff has more than doubled in size, and the client base more than tripled, since the building was purchased in 1990 for \$230,000. Its current market value is estimated to be \$165,000. The agency cannot afford to purchase or to rent an adequate amount of space, which would offer the accessibility, and the central location of the current premises.
- Catholic Family Services rents very affordable fifth floor office space in a centrally located downtown building, having moved from similar space in June, 1998. The agency recognizes its need to secure long-term, affordable premises in the face of projected increases in downtown rental rates.

- The Sexual Assault and Information Centre rents space in the north downtown area. The present premises are poorly suited to the agency's functions, but adequate. However, the landlord has served notice that the lease will not be renewed.
- The United Way has had a history of moving frequently, approximately every five years. The organization requires community visibility and easy access for donors and volunteers. Donors, especially senior citizens, express unhappiness with frequent moves. The current offices are too small, and the other tenants have indicated to the landlord that they would like the United Way space.
- Crisis Intervention Services initially rejected partnership in the project. Board and staff felt that the agency was important to the residents of the inner city community in which the agency is located and that it would not be in the agency's self-interest to move from the inner city. However, when approached by the initial partnership members for the second time in the fall of 1998 to again consider joining, Crisis Intervention Services conducted an analysis of the walk-in users of their services. They discovered that less than 3 per cent of their walk-in clients are in crisis, and most use the facility to access washrooms or to warm up. They also did not find strong evidence of support of the local community association. The agency then looked at the advantages of joining the partnership. These included:
 - ending isolation felt by the staff, particularly night staff working alone
 - increased security for staff and premises
 - increased space
 - separation from a difficult absentee landlord
 - the potential to be seen as a community-based organization rather than a government agency, a common misperception.
- Tamara's House, a support service for adult survivors of childhood sexual abuse, was an original partner in the project but withdrew in December, 1998. Tamara's House was incorporated in 1993. Since that time, it has been struggling to secure core funding. The advantages of Village partnership for Tamara's

House included positive program connections with the other Village partner agencies and the possibility of affordable office space in the future. The organization, however, had not secured core funding by the time the partnership needed to enter into legal commitments. Tamara's self-interest was not served by staying in the partnership, and they did not strengthen the partnership in the fundraising phase of the project.

The fact that all interested agencies, other than the YWCA, had a compelling need to relocate, collaboration without co-location was never seriously considered by the agencies, even though many of the Village benefits could be realized without agencies living in the same structure. As Winer and Ray state, it is not necessary to create organizations complete with board structures if organization takes place to change the way people exchange information, make decisions, and allocate resources.²⁵ Many advantages of information and resource sharing could be realized by creating a "virtual agency" which would use technology such as e-mail, intranet, on-line databases, *etc.* to connect organizations. These models of collaboration need not be ruled out for the future, and the Village benefits may be extended to other agencies not housed in the facility.

Partnership Profiles

Catholic Family Services

Mission: "...exists to enhance the quality of life to all community members through counselling, caring, commitment and service."

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Catholic Family Services was founded in 1940 by members of the Catholic community who wished to ensure that family services with a religious orientation were available in Saskatoon. It now serves people of all faiths through individual, couple, and family counselling services; family life and children's services; Family to Family Ties mentoring program; a Child Care Centre for teen parents; and employee and family assistance programs.

The 1998-99 operating budget of Catholic Family Services was \$610,460. Major revenue sources include: Saskatchewan Social

Services, United Way, Diocese of Saskatoon, City of Saskatoon, community service clubs and Foundations, agency fundraising activities, fees for services, and program contracts.

The agency employs 26 people in full-time, part-time, and contract positions and has 100 volunteers.

Saskatoon Family Service Bureau

Mission: "...works to develop and support communities where all persons have safe, healthy, and respectful relationships."

The Family Service Bureau was founded in 1931. It has provided a various services to the community for almost 70 years, including "relief" before government financial assistance programs emerged. Current activities of the agency are individual, couple and family counselling services; family life education; teen parent counselling; a Young Offender Volunteer program; domestic abuse programs; and employee and family assistance programs.

The 1998-99 operating budget of the Family Service Bureau was \$730,722. Major sources of revenue included Saskatchewan Social Services, United Way, City of Saskatoon etc. or services and program contracts, community service clubs and Foundations, and agency fundraising activities.

The agency employs 28 people in full-time, part-time, and contract positions and has 116 active volunteers.

Saskatoon Sexual Assault and Information Centre

Mission: "...to promote a community free of sexual violence and its effects. To promote healing and empowerment for those who have experienced sexual violence."

The agency was founded in 1975. It offers crisis intervention, individual and group counselling, public education, advocacy, and a 24-hour crisis phone line. It responds to over 22,000 crisis situations a year and provides ongoing assistance to approximately 200 high-risk individuals.

The 1998-99 operating budget of the Centre was \$194,564. Sources of revenue included Saskatchewan Justice, Saskatchewan Social Services, and the United Way. The agency employs five full-time and part-time staff and has 35 volunteers.

Saskatoon Crisis Intervention Services

Mission: "...safety and crisis resolution for people in distress."

Founded in 1980, Crisis Intervention Services provides 24-hour crisis services of intervention, information, and referral; problem gambling help; seniors abuse and neglect intervention; mental health crisis intervention, coordination, and management; and tragic events response. The agency responds to over 22,000 crisis situations a year and provides ongoing assistance to approximately 200 high-risk individuals.

The 1998-99 operating budget was \$1 million. Major revenue sources are Saskatoon District Health, Saskatchewan Social Services, Saskatchewan Health, United Way, Department of Indian and Northern Affairs, and the City of Saskatoon. The agency has 29 full-time and casual staff.

United Way of Saskatoon

Mission: "...to promote the organized capacity of people to care for one another."

Founded in 1959, the United Way of Saskatoon was preceded by the Community Chest and the Red Feather Campaign. The United Way currently conducts an annual fundraising campaign to support 30 member agencies. The United Way also has a labour-union counselling program and a gift-in-kind program, and is active in volunteer development and community planning and development.

The 1998-99 operating budget of the United Way was \$306,500. There is a staff of seven and 1,000 volunteers.

YWCA of Saskatoon

Mission: "...to meet the changing needs of women and their families."

Since its founding in 1912, the YWCA has been highly visible in the community. It currently operates a 40-bed emergency and crisis shelter, 56 low income housing units, two community kitchens, a licensed child care centre for 58 children, and a drop-in creative play centre. Programs include employment services; specialty programs for the physically challenged; aquatic, physical health, and wellness programs; social and recreation programs; international, social, and affirmative action programs; and the Women of Distinction Awards Dinner.

The 1998-99 operating budget of the YWCA was nearly \$1.84 million. Major sources of revenue are fees for service, the United Way, Kinsmen Club, and fundraising activities. There are 145 full-time and part-time employees and approximately 150 volunteers.

The six partner agencies have 321 years of collective service to the community.

All partner agencies have histories of solid governance and demonstrated fiscal responsibility. All have reached a point in their life cycles where their level of organizational can handle complex issues.

History of Working Together

The Saskatoon community has a rich history of cooperation among agencies. In the past five years, interagency and intersectoral activity has increased significantly because of community development initiatives of the Department of Social Services; the establishment of a Regional Intersectoral Coordinating Committee with representation from senior managers of the provincial and municipal governments; and the realization of agencies that funders, particularly the United Way, view cooperative endeavors most favorably. All partner agencies are involved with community interest and advocacy groups and in various joint initiatives in program delivery and fundraising. Arsenault stresses how necessary a high

degree of intimacy and harmonious working relationships among partner agencies are.²⁶ Himmelman states that networking, coordinating, and cooperating all lead to collaborating. They build on each other to develop increasing commitment.²⁷

Specifically, the partner agencies are involved with each other in the following ways:

- Five agencies are United Way member agencies and, as such, have regular dialogue with the United Way about programming and governance issues. Staff and board members attend quarterly agency meetings and campaign activities where people share news and network.
- Catholic Family Services and the Family Service Bureau have cooperated in program planning and service delivery for many years, most notably since 1993, when the agencies began joint programming for children who experience violence in the home. Both agencies are members of Family Service Saskatchewan and Family Service Canada, organizations that advocate on behalf of families and agencies that provide services to families.

The Family Service Employee and Family Assistance Program (EFAP) administered by Family Service Canada necessitates that the two agencies jointly bid on and deliver EFAP program contracts. Many referrals are made between the agencies for individual and family counselling requests and for requests for family life education programs. The agencies have made joint applications for program funding for the children's programs and for an outcome evaluation project. They have jointly addressed mutual concerns with government. In 1996, the two agencies signed a Memorandum of Agreement about joint program planning. Contact and cooperation between the two agencies is constant and ongoing in both administration and program areas.

- Crisis Intervention Services provides essential after-hours crisis response to clients of the Family Service Bureau and Catholic Family Services.
- The Sexual Assault and Information Centre provides a 24-hour services crisis phone line, often providing service to persons also using the services of the other partner agencies. The agency cooperates with Catholic Family Services, the Family Service Bureau, and the YWCA to provide specific counselling for sexual abuse victims and conduct public education and advocacy

- The YWCA and the Family Service Bureau worked together in 1997-98 to develop a holistic EFAP program, incorporating traditional talk therapy with physical therapy and lifestyle programs.
- Five partner agencies each deliver some form of service in the area of domestic violence. Interagency referrals for crisis services, counselling, and shelter are common. The Family Service Bureau and the YWCA also participate in an Interagency Committee on Family Violence and in the Women's Inter-service Partnership Project, which serves women with multiple issues including violence.

The interests and activities of the partner agencies are complimentary and not so broad that collaboration is difficult. Nevertheless, a broad cross-section of community members will be affected by the project's potential benefits.

Involvement of Aboriginal Organizations

Throughout the planning process, those at the table were aware of the desirability of participation by Aboriginal-governed organizations. Large numbers of First Nations and Metis persons, particularly women and children, receive services from partner agencies. As well as the original inclusive invitation to become involved which was issued to all community agencies during the initial study, several subsequent overtures were made to Aboriginal leaders, in particular the Saskatoon Tribal Council. The Department of Social Service Community Development Manager attempted to facilitate discussions regarding involvement and, although leaders expressed interest, no follow-up occurred.

Ongoing discussions with a major funder, the Saskatchewan Indian and Metis Gaming Authority, will continue to ensure that the Community Service Village serves the needs of First Nations and Metis persons, particularly youth, in appropriate and meaningful ways.

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Chapter 5
Leadership

Leadership

The Partner Agencies as Community Leaders

The United Way is the perceived leader of the nonprofit community. Its strong, well-organized board of directors represents a cross-section of prominent community leaders. Its long history in the community, high visibility, and recent successful annual campaigns lent credibility to the project and influenced boards of other partner agencies to support the project. Since participation in the Village capital campaign represented a significant risk for the United Way (the campaign's possible negative effect on the United Way's annual campaign), the United Way's commitment was particularly significant.

The YWCA also plays a significant leadership role in the nonprofit community. It is respected by other agencies and by the community at large because of its interests and activities in recreation, social service, education, and advocacy. Its annual Women of Distinction Dinner, December Memorial activities, and national YWCA "special interest" activities have enhanced its community profile and reputation as a leader in women's issues. The YWCA has also conducted one of only two successful non-hospital capital campaigns in the community when it built its present building. The YWCA board of directors is strong, well-organized in a policy governance structure, and composed of prominent women leaders of the community. The Board had the foresight to promote the Village concept after the initial study and to stay committed to it despite the numerous challenges and comprises required.

The Saskatoon Family Service Bureau has a history of innovation in the community. The agency was the first Saskatoon agency to employ professionally trained social workers. It developed Home Care Services, Meals on Wheels, and the first parent-run day care centre.

In the past 10 years, the Bureau has developed innovative programs for women and children who experience violence at home for which it has received national recognition. The Bureau also has taken a leadership role in developing the Interagency Council on Survivor Services, the Women's Inter-service Partnership Program, and supported the establishment of Tamara's House.

Catholic Family Services was founded in 1940 to provide assistance with understanding and sensitivity to Catholic faith issues. It now serves people of all faiths, but it has continued to play an unobtrusive, but important, leadership role within the Catholic community. The agency has addressed contemporary family issues with that community and shaped the ways the community has responded to those issues. In the past five years, the agency has assumed an expanded role in interagency endeavors, and its executive director has been a leader in addressing work and family issues.

Saskatoon Crisis Intervention Services offers leadership in the areas of crisis services and community mental health outreach. The agency was created through cooperation among health, social services, and police interests, and it serves as a model for other communities. Its services are not based in the formalized health system and are professionally staffed with outreach capacity. Most other communities have crisis services, which are solely volunteer, telephone-based services. This unique, hands-on model is very much appreciated and relied upon in the community by related agencies and by the Police Service. In recent years the professional Crisis Intervention Services staff have taken a leadership role in committees and interest groups addressing issues related to health reform.

Since its establishment 25 years ago, the Saskatoon Sexual Assault and Information Centre has led the community in recognition of and response to sexualized violence. It has provided public education, volunteer training, training for professionals, and a wide variety of innovative victim/survivor services, including a telephone crisis line. It has worked closely with other agencies, particularly with police-based victim services, to ensure that victims receive competent, appropriate assistance.

Individual Leadership

“A few characteristics will often be typical of a nonprofit manager who initiates an alliance development project. The first and most important is personality. It takes a certain kind of person who makes the first move. In addition to being comfortable with what others see as a risky situation (a perception they do not always share), alliance initiators are often innovative thinkers with a great deal of initiative. They tend to be young, or if older, relatively new to their field. Either characteristic helps them avoid seeing things in predictable ways.”²⁸

Anne Campbell, YWCA executive director, fits McLaughlin’s description of an alliance leader. When Campbell joined the organization in 1994, she faced a \$500,000 deficit and a building in need of refurbishing. Prior to employment with the YWCA, she had had experience leading a collaborative process of establishing school resource centres in Newfoundland. She intuitively knew that, in order to achieve sustainability, the YWCA needed to expand community partnerships. She understood the significance of the work already done by the Women’s Resource Centre and was aware of the Muttart funding available for merger and alliance initiatives. She acted on the suggestion of Arla Gustafson, United Way executive director, that the YWCA would be a good place for the vision of the Women’s Resource Centre.

Campbell understood that any process she set in motion could not be “owned” by the YWCA. She crafted a wide-open, inclusive process that encouraged broad-based community discussions during the initial co-location study so that the research performed as part of the study took place alongside the process of developing a vision. Campbell invited a range of expertise from outside her organization to help develop the vision. From the very beginning, the project was a shared one, but one with enlightened individual leadership.

Campbell’s personal leadership qualities include an ability to recognize and respect the capacities and circumstances of each agency and individual, and the ability to keep a long-term perspective on the development process. She assumed responsibility for keeping the project focused and on track, and she used her agency’s administrative resources to assist the process. Other executive directors and various committee members also took responsibilities as appropriate given their individual expertise or

competencies, and available time and energies. All were consulted and kept informed of activities at all times. While Campbell assumed major responsibilities for the coordinating functions no major decisions were made or activities undertaken without consultation and consensus decision-making. Clearly, the YWCA, specifically Anne Campbell, provided leadership but did not take ownership.

The inclusive process was strengthened by the executive directors of the partner agencies throughout. (One executive director changed roles to that of a Muttart Fellow and the interim executive director of her agency also became involved.) Because of their extensive history of working together and with other community organizations, the executive directors possessed what LaPiana terms a “basic level of strategic sophistication,” a perspective he says is necessary if any alliance is to succeed.²⁹ Each was willing to yield some of their autonomy, risk vulnerability, and open organizational cultures to outside influences. This spirit of cooperation and risk-taking was due both to experience and to strong feminist influences in the partner agencies. The feminist influence grows from the nature of social service activities and leads also to inclusive, trust-based staff operations. The feminist influence is limited in Crisis Intervention Services, not because of the gender of the executive director, but because of the mandated nature of much of their work and the fact that the unionized staff act as government officers operating under provincial legislation.

Board Leadership

The YWCA board of directors recognized, as did their executive director, the need for community partnerships to sustain the organization. The board operates with a policy governance model that includes a solid strategic planning process. In accordance with their strategic plans, the board supported the application for the initial study. It then had the determination to stay with the project despite the unworkability of the housing development concept and the very lengthy and complicated planning process. Individual YWCA Board members gave freely of their time and professional expertise in financial and legal planning, facility management, and fundraising. The YWCA Board also provided leadership by sharing the organization’s clerical and administrative capabilities and donor contacts.

The boards of the other partner agencies also contributed talented, knowledgeable, and committed people to the project. Three board members with legal training worked on the by-laws committee and assisted with research into tax issues. Several with expertise in financial matters assisted with review of financial projections. Representatives from each partner agency's made up the fundraising team and enlisted the help of other members of their respective boards. Boards were kept well-informed by the executive directors and by their representatives at the planning table and, later, by the Village board of directors' table. Good news and bad news was shared and analyzed.

Role of Funders

There are many examples of alliances, mergers, and co-location projects initiated by or primarily supported by key funders. For instance, the successful Rotary Community Resource Village in Kitchener, Ontario, was initiated by the Kitchener Conestoga Rotary Club, which saw a real need in the community to have a debt-free sustainable facility for nonprofit groups. The Richmond Caring Centre was founded when one individual, John McIntyre, envisioned the benefits of a permanent, easily accessible home for community services. He subsequently led the fundraising campaign to establish the Centre.

The Muttart Foundation's priority area of funding, "A More Effective Charitable Sector," which provides support for significant changes in the way agencies operate, was the impetus for project exploration in Phase 1. The Muttart Foundation continued its leadership and support in Phase 2 and through the Muttart Fellowship. The Fellow's work on the project was essential to moving it forward, providing assistance in coordination, research, and fundraising. Although it chose not to contribute to the capital campaign, Muttart leadership in the sector was critical to the project. The reason for its decision not to contribute to the capital campaign was the catalyst for additional attention to outcomes planning and measurement.

Efforts to engage The Saskatoon Foundation in a leadership role failed. The partner agencies hoped that the Foundation would wish

to be part of a project that the agencies saw as being innovative and valuable to the community and believed that the local foundation could play a significant advocacy role with The Muttart Foundation, an anonymous donor, and potential local donors to help leverage other contributions. Co-location endeavors had been given attention by community foundations in Vancouver and Calgary, both of which supported studies of collaboration models.³⁰ Therefore, The Saskatoon Foundation was invited into discussions early. LaPiana's paper "Beyond Collaboration," which was written specifically for funders, was shared with Foundation representatives and potential location within the Village discussed.³¹ The Foundation agreed to participate in funding the Phase 2 technical study.

Rather than seeing ongoing discussions as an invitation to leadership and partnership, the Foundation chose to remain detached from the process and expressed the feeling of being pressured for a commitment of support outside its normal granting routine. There was no apparent recognition of the unprecedented collaboration neither by the six partner agencies, nor of the extensive planning and research, which preceded the grant application. Although the Foundation's grants committee did meet with project representatives and requested written responses to questions, meaningful dialogue never took place. The Foundation's executive director made it clear that she did not wish to discuss the project further. Following the Foundation board's decision to give \$20,000 for one year only, with no ongoing commitment (when the six agencies normally received individual grants totaling twice that amount), project representatives again asked to meet with Foundation board members to ascertain the reasons for their views and how the process failed to develop in a satisfactory way for all concerned. No explanation was given for the funding decision other than a reference to opinions that perhaps the agencies "could not afford the Village." No explanation was given for feelings expressed by the Foundation through a letter that Village representatives had acted inappropriately.

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The whole effort to engage the Foundation resulted in ongoing frustration, leading to anger for Village board members and for the campaign team. Those feelings have spilled over into the boards and staff of the partner agencies and other community supporters of the project. The result has been general community criticism of the Foundation and questions about its membership, competencies, and understanding of emerging trends and issues in the charitable sector. A process of reconciliation among the agencies and the Foundation is now required.

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Chapter 6
Working Together
—Process Elements

Working Together— Process Elements

“Collaboration is the act (or process) of ‘shared creation’ or discovery. Collaborative people are those who identify a possibility and recognize that their own view, perspective, or talent is not enough to make it a reality. They need others views, perspectives, and talents. Collaborative people see others not as creatures who force them to compromise, but as colleagues who can help them to amplify their talents and skills.”³²

Nature of the Partnership

For the purpose of describing the work and the process, “partnership” refers to an arrangement in which the organizations agree to cooperate in order to achieve the common goal of creating the Community Service Village. The terms joint venture, alliance, or collaborative endeavor also could be used. “Partnership” also has a specific legal meaning, but all work done towards the creation of the Village entity was done without a legal partnership, simply with the agreement to cooperate to reach the common goal. The Saskatoon Community Service Village’s incorporation documents define the legal nature of the relationship among the partnering organizations.

The nature of the partnership was a direct result of several factors:

- the strong feminist influence of the original group of organizations
- the history of the organizations working together in the community
- role of the initial stud
- the length of the planning process
- strength of leadership.

In keeping with the feminist influence, inequality of participation and contribution were not issues within the Village partnership, and decision-making and “power” were shared as much as possible. Each partner recognized that its maximum contributions alone would not be enough to reach the goal and that the contributions of every partner were important. It was also recognized from the start that partner agencies did not have equal assets, although they all brought value to the endeavor in some form. The YWCA had the greatest resources, both capital assets and human resources, and it contributed both in greater proportions than the other partners. Other significant examples of accommodation for individual capabilities include:

- structuring the financial plan to include tenant improvement costs in order to accommodate partners and potential tenant organizations without sufficient financial reserves
- addition of Crisis Intervention Services to the partnership late in the planning process without compensation for previous work and expenses by the other agencies.
- recognition that the fundraising capabilities of the boards of directors varied greatly due to the size and composition of the boards.

One of the most common types of co-location models is that in which a large, or lead organization, becomes the landlord, either through lease of purchase of the co-location facility, of the other agencies. This relatively simple model does not involve legal agreements and is straightforward in operation and decision-making.

It does, however, vest unequal power and unequal liability in one agency. The nature of the Village partnership precluded the model of one dominant landlord agency.

Role of Phase 1 Study

The methodology of the Phase 1 study set the tone and the direction for the working relationship of the partnership. First, the study defined co-location/collaboration and its possible advantages for the YWCA, the community, and other possible partners. The YWCA's expectations were defined clearly from the start: why the YWCA was undertaking the study and what it hoped to gain by it.

Second, the study identified the following factors as important in identifying potential partners:

- compatible missions
- operating philosophies which support inclusiveness
- stability and fiscal viability
- compatible programming and the ability to realize operating synergies.

Third, the researchers surveyed the following community entities about their perceptions of community needs and the potential benefits of co-location:

- the 16 member agencies of the Saskatoon Women's Resource Centre
- the YWCA board and staff
- community representatives including city councillors, MLAs, MPs, board members of several community agencies, service providers, corporations, service clubs, and academics
- clients of agencies, which initially indicated interest.

Fourth, a wide-ranging consultation in the form of a community “charette” was held. Traditionally “charette” is the name used to describe a building design process. In this charette, representatives of 30 agencies were informed about the co-location concept.

This information was followed by group discussions about community needs, and how and if some form of co-location /collaboration could meet those needs. It was a design exercise to build the concept of the project.

Fifth, the charette was immediately followed by a working session with executive directors and any interested board Members of the 10 agencies that had expressed serious interest to the co-location researchers. During this facilitated follow-up meeting, a mission statement was drafted, the name for the project suggested, and principles of equality and consensus agreed upon. It was collectively decided that the YWCA submit another proposal to The Muttart Foundation to continue the planning process. At this time the YWCA began to share “ownership” of the project initiative with the wider community.

The initial study, therefore, ensured that potential partners understood the YWCA’s motivation and were comfortable with it, and had compatible mission statements and programs. From the very beginning of their involvement, potential partners were engaged in a working relationship, which involved consensus decisions, inclusively, equality, and respect. Winer and Ray outline the importance of this careful and inclusive start to the collaborative process.³³

Role of Architect

As application was made to The Muttart Foundation for the Phase 2 technical study, the architect of the existing YWCA building and the firm of AODBT Architects were invited to tender. A principal of AODBT Architects, Charles Olfert, had inquired about the project because of his personal interest in special needs housing developments. He was immediately captivated by the many opportunities that the project presented. His firm put forth the accepted proposal for the Phase 2 technical study to include the following:

- site analysis—key issues in development such as zoning, use of a adjacent city property, parking requirements, pedestrian and vehicular circulation, *etc.*
- updated drawings of existing building to include modifications made since original construction
- schematic building concept and design based on program component needs of potential partners
- target markets for residential component
- cost estimate and revenue potential analysis for entire project and components.

Funding was secured for the Phase 2 study as proposed. Olfert and his staff entered into discussions with each potential partner and key stakeholders, including Saskatoon’s planning department, transportation department, and housing facilitator, and the potential property development company. The feasibility study focused largely on resident scenarios for marketing, construction, financing, and marketing strategies.

After the housing component was deemed unfeasible, Olfert’s activities lessened for a period; however, he continued to be involved in the project and was consulted as required until the capital campaign progressed sufficiently to renew design activities. He was integral in advising the partnership on the “Construction Management Agreement.”

Olfert became an integral part of the project’s working committees. He directed and advised, not only in design and technical matters, but also in the timing and oversight of the project’s ongoing activities. For instance, elements such as basic design, real estate analysis, and corporate and management structure had to be completed before determining the cost estimates. Partner agencies could not commit until cost estimates were known. Many components of the project were such “chicken and egg” questions. They required patience, understanding of individual needs, specialized knowledge, and financial resources. Olfert’s personal commitment to the project and his generosity of time and expertise enabled the project to move forward with considerably more ease and less financial strain than would have been the case otherwise. Olfert’s participation in committee meetings and consultations with

individual staff and directors, and his understanding of and respect for the partnership's consensus decision-making model, served to build trust in the technical process and strengthen the confidence of the project partners.

Role of Facilitators

It is important to develop clear, concise guiding principles and values for collaboration, especially when proceeding with a project as complex as establishing a new organization which will require a solid working relationship well into the future. As Arsenault states, "It makes it very easy to place the new venture in the context of the mission statements of the partnering organizations and can form the basis of assurance of the individual boards that this is, in fact, a mission enhancing endeavor."³⁴ Facilitators were used twice during the project planning to assist with developing vision and values.

The services of two trained facilitators were donated by the City of Saskatoon in January, 1997 during the follow-up meetings immediately after the charette. During those meetings, interested potential partners drafted a mission statement and principles of equality and consensus. The facilitators were used again in two November, 1997 meetings after partnership members had been constant for over six months and after that group determined that partnership agreements needed to be solidified in order to better address very practical organizational and structural issues. The facilitators provided the following discussion guides prior to the November meetings and asked agency representatives to consult with their respective colleagues prior to discussions.

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Guiding Principles/Values

- What guides your actions?
- What does collaboration mean to you? How would you describe it in terms of actions or behavior?
- Will the intentions of your collaboration be clear to those who are here 10 years from now?
- What will your relationships with one another look like?

- In your absence, how would you tell someone what the principles are that you believe should guide his or her actions?
- Think ahead 10 years to the people who are now making the decisions for the proposed corporate entity. What values and belief will help guide their decisions and actions?

Visioning

- What is the driving force for your organization to collaborate with others in the community?
- Collectively, how can you make a difference?
- What difference can you make five or 10 years down the road?
- What basic social, political, and community needs or problems did we successfully meet or solve?
- How did we recognize, anticipate, or respond to the needs of our community?
- How did we respond to our key stakeholders?
- How are we known or seen by the community, staff, and stakeholders?
- What made us distinct or unique among similar organizations?

Following two facilitated discussion sessions, small working groups refined the suggestions and drafts for the “Vision Statement” and “Guiding Principles” and tested them once again with the large group of partner representatives before the final adoption by the large group. (See Appendix 4.)

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Agency Representation

Throughout planning, the partner agencies had various representatives at the table. The executive directors coordinated the representation from their respective agencies, with the exception of

Tamara's House. When that organization was part of the partnership, it had no executive director and was represented by board members, with one member coordinating. Although there were countless planning meetings with various membership configurations because of the many issues over time, the following were the core working groups:

- Overall Planning Group with two or more representatives of each partner
- By-laws Committee
- Communications/Public Relations
 - later replaced by Fund Development Committee
 - later replaced by Capital Campaign Team
- Finance Committee
- Building Construction.

Membership in the working groups varied over two-and-a-half years of planning and included 44 different people, accommodating many necessary individual skills and collective competencies. The executive directors were constant participants, with board and staff members participating as appropriate or as available. Working group members were selected for their individual knowledge and skills, and often they participated only for a short period while focusing on specific tasks or issues. For instance, the YWCA's director of housing took a leadership role in the Building Committee due to her experience with construction and management of housing facilities. Board members with legal expertise in corporate law participated in the By-laws Committee. Board members with finance and accounting expertise participated in the Finance Committee and those with fundraising experience took leadership roles in the Capital Campaign.

The changing and widely varied working group memberships had both strengths and weaknesses. Busy professional board members

would have been unable to devote extensive time and energy to the entire planning process. It provided for a high level of knowledge and expertise on specific issues and enabled a broad range of participants to develop significant commitments to the project. However, it made coordination and communication challenging. “Who’s doing what?” was a constant concern. “The more people involved, the greater the number of communication bonds; the greater the intensity; and the greater the difficulty of learning about each other, balancing power, having time to speak, scheduling meetings, sending our meeting summaries, creating ownership, being productive, and so on.”³⁵ Meeting times were partially devoted to providing background material to participants and updating them on activities before addressing agenda items. Anne Campbell largely provided the coordination, assisted at times by the Muttart Fellow and by other executive directors.

Professional Consultants

Despite the expertise of contributing board members, planning required professional consultation for the following:

- AODBT Architects for the Phase 2 technical study
- The Wolfe Group of Companies for the marketing study of possible housing development.
- Ernst and Young for corporate tax planning. Ernst and Young was engaged at two different times—first, to plan the proposed condominium development and second, to plan the nonprofit corporation structure without the development.
- Barbara Klassen, principal of Klassen and Associates, for the business plan and financial projections. Ernst and Young reviewed and approved financial projections and later issued them as Ernst and Young documents because of possible conflict of interest concerns, as Klassen is a YWCA board member. Klassen provided her professional services *pro-bono*.
- Pamela J. Haidenger-Bains, Q.C., for legal advice. Haidenger-Bains was first selected for her expertise in condominium law. She and her partners later provided legal services for by-law development, partnership agreements, and incorporation.

They donated a portion of their professional fees to the project *pro-bono*.

- TAP Communications for fundraising campaign print materials and campaign planning advice.

Arsenault provides clear direction on the hiring outside experts.³⁶ She suggests that experience in working with alliances is of primary importance, as is the professionals' ability to recognize that the decisions belong to the partnership. She cautions that clear estimates of time, tasks, and costs are required and that caution is needed when hiring legal advice from a lawyer who already represents one or more of the partners. The Village partnership heeded all of Arsenault's advice. All the professional consultants were chosen because of their expressed interest in the project and for their previous experience working with nonprofit organizations. Decisions remained with the partnership as evidenced by the decision not to proceed with the capital campaign plan initially proposed by TAP Communications. Where appropriate, clear cost estimates were obtained. Finally, as Pamela Haidenger-Bains is the lawyer of record for the YWCA, as well as the recognized local legal authority on condominium development, discussion took place with her about conflict of interest issues.

Organization, Roles and Responsibilities, and Communication

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The organizational structure adopted during the planning process was “flat,” or non-hierarchical, and group-centred. No one person or organization was a singular authority. However, Anne Campbell accepted a great deal of responsibility for keeping the planning process alive and on track. Campbell, assisted by the Muttart Fellow and the YWCA staff, compiled agendas, sent out meeting notices and preparation materials, prepared and circulated meeting minutes, *etc.* She made sure that tasks were completed, from big decisions to routine clerical and maintenance responsibilities. Her office was the centre of information exchange outside of group meetings. The other executive directors helped Campbell and distributed essential information to their agency representatives and boards of directors.

After the Village board of directors began meeting, the board president took responsibility for some of their functions.

Chairing meetings was shared among partner organizations, usually by an executive director, depending on such factors as the composition of the group on a particular day, a specific area of interest or level of involvement, or the participants' energy level. Likewise, minute taking was shared as deemed appropriate for each meeting.

“The key, say those who have successfully managed change, is open communications.” Communication was open and frequent, formal and informal.

Decision-Making and Trust

All decisions were consensual, as was determined early in the facilitated meetings during the initial study. A “culture of collaboration” was established in which partner agencies agreed that they live with an agreed-upon solution, even though it may not be their most preferred solution.³⁸ Wide consultation and information sharing took place if a decision was required between meetings. Because of the nature of work done by the partner agencies, similar organizational cultures, and their history of working together before the project, a high level of sharing and comfort existed within the working groups. Among the staff representatives, there was a new context for existing relationships and an attitude of welcoming and sharing with new board representatives. They possessed the skills necessary for consensual decision-making, particularly sensitivity and an ability to encourage active participation at all meetings. Many guides to collaborative business endeavors provide a great deal of information on handling difficult people and difficult conversations. These are skills that leaders of social service agencies have honed for years and know intuitively. These skills were key to the project's success.

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Bergquist, Betwee, and Meuel point out that “covenants not contracts lie at the heart of successful partnerships.” They describe the three components of covenants as information sharing, goal clarification, and collaborative models for problem solving.³⁹

Although trust levels were high from the beginning of the project because of community experience, trust continued to develop throughout planning because of:

- the length of time the process took
- the high level of knowledge each organization had about the other partners because of their history of working together, particularly United Way's intimate knowledge of the other partners
- clear and early disclosure of each organization's individual self-interest
- clear and early determination of guiding principles, particularly the principles articulating collaboration, partnership, and responsible participation
- leadership skills, particularly sensitivity to individual feelings and capacities
- willingness to compromise and to be flexible.

The willingness to compromise and to be flexible was demonstrated by each organization during the process, and examples abound. Throughout the process, new options were invented to break logjams. Two examples are significant.

The first major compromise was made after realizing that the housing component could not proceed. Partner organizations viewed the housing component as a valuable asset for the community and as the most desirable way to raise capital for the office building. None wanted to embark on a time-consuming and difficult capital campaign. Nevertheless, after two months of rest and respite after the disappointment, the partners' flexibility and commitment was demonstrated by their decision to continue.

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Another example of major compromise occurred during the design phase when Crisis Intervention Services clearly stated ground floor space with outside access and parking immediately adjacent to the door was necessary. Since the Family Service Bureau and the United Way had also requested ground floor space and all three agencies could not be accommodated within the new structure, the YWCA agreed to move its ground floor administration offices from their building to the second floor of the newly constructed building.

This increased building costs and necessitated further creative planning of legal agreements. Accommodations were made in order to ensure that all were satisfied.

When disagreements arose within the group, every effort was made to discuss them openly. The most significant example of dissension and tension concerned partnership with Tamara's House. Although Tamara's House operates a drop-in and program centre, the organization was founded with the primary goal of establishing a safe residential refuge where women can experience quiet normality as they heal from childhood sexual abuse. Tamara's House's motivations to belong to the Village partnership were an interest in the housing component and a desire to strengthen associations with related community agencies. When the housing component was no longer possible, Tamara's House was not as strongly vested in the Village vision as the other partners were. Without core funding and with the primary goal of establishing a residence, the organization did nothing to strengthen the partnership. Community consultations with potential funders and with government representatives raised the issue of the viability of the partnership with Tamara's House. Representatives of the other partner agencies met with representatives of the Tamara's House board of directors. That organization's commitment to their primary goal of establishing a residence was clearly articulated, as was the difficulty their lack of core funding posed to the partnership. This frank but amicable discussion led to the decision of Tamara's House to leave the partnership.

Recognizing that the nature of the relationship among the partner agencies will necessarily change when the building is completed, when an independent board of directors of the Village becomes responsible for decision-making, and when tenant agencies are added to the mix, it was necessary to address the process of future dispute resolution. McLaughlin's guide for when to consult was used as a basis for discussion.⁴⁰ As a result, Article Three, Section 3.7, of the "Unanimous Members Agreement" states when and in which instances members shall advise the Village board of directors. Article Four of the "Unanimous Member Agreement" outlines the process for alternative dispute resolution. The "Tenant Lease Agreement" also will contain dispute resolution provisions.

As the partnership developed, principles emerged as a framework for building a new human service culture. These principles, developed over time and embodied in behavior, are an alternative to conflict resolution procedures:

- Understand the vision and the sense of the greater good.
- Link the history of the partners to the spirit of the vision.
- Understand the value of the strength in the diversity of skill and knowledge within the partner agencies.
- Observe that the partners' skills and knowledge are complementary.
- Honor the value of collective vision and responsibility.
- Trust the partners' skill and knowledge.
- View problems and issues as challenges.
- Agree to risk bringing issues to the table.
- Practise excellent communication with respect, listening, and reflection.
- Accept the Villagers' responsibility for being self-directed—an attitude of shared ownership and shared responsibility.
- Create an environment that supports healthy individual growth and development.

Personal Relationships

The partnership recognizes that personal relationships were very important to the project's success. Certainly, during the long planning process, friendships grew and strengthened among all those involved. There is joy and satisfaction in creating with other people something which one could not create on one's own and which will have a significant community impact. There is excitement in bringing together people from differing backgrounds and disciplines with differing competencies to face challenges and overcome obstacles.

The executive directors all knew one another to some extent at the beginning. The similarities in their leadership styles, previous positive joint work experiences, and commitment to the guiding principles were important to sustaining progress. The trust level among the directors grew over the course of the planning as demonstrated by the evolution of program planning within the Village. The benefits envisioned at the beginning included the advantages of joint programs but did no more than focus on generalized advantages for program delivery. In the beginning, concerns were voiced about possible loss of agency identity, particularly loss of identity to the YWCA, as it is the largest organization with high visibility. As time passed and advantages and opportunities of joint programming became more obvious, the directors had many discussions that resulted in creative possibilities and intentions. These discussions were solidified when the specific challenge by The Muttart Foundation to do more resulted in the “Memorandum of Understanding.” The memorandum outlines a joint program development process and timetable. Most notably, the agencies agreed in the memorandum that any future program development or expansion by any agency must be done in consultation with the other partners. Coincidentally, when a senior management position was vacated at the YWCA, hiring was done in consultation with the partner agencies with a focus on skills to initiate inter-agency services.

The importance of executive director compatibility is demonstrated by the experience of the Unison Place, Kingston, Ontario. The building is co-owned by three resident agencies and houses three other tenant agencies. One of the original executive directors did not subscribe to collaborative ways of working. Program synergy and cost sharing arrangements did not develop for two years until his departure, but since then have progressed rapidly with very positive results.

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Chapter 7
Financial Planning
and Governance

Financial Planning and Governance

A strong financial and business plan is critical to the project's success. It is necessary for potential major donors and to secure mortgage financing. The financial planning process is not, however, straightforward. One task does not necessarily follow the next, and all are interrelated. Critical factors, which affect partnership composition—such as occupancy costs and financial risk—are determined by design and financing. Design depends on partnership composition. Financing is determined by construction costs, fundraising outcomes, and partnership stability. It is all “chicken and egg” questions: what to do first and how much to do in order to proceed with the next task. The lack of substantial working capital complicated the tasks. The project could not have proceeded without professional *pro-bono* work from a financial management consultant, the architect, and lawyers.

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The Condominium Phase

Planning of the project's finances really began when the vision was formed and work of the initial Phase 1 study done. Arising from initial planning was the goal to finance the project with profits from the sale of condominium housing units. Phase 2, the feasibility study, focused on identifying program components and related space requirements, preparation of initial design, cost estimates, and revenue projections. At this point the composition of the partnership was not solidified, and approaches were still being made to and

received from a variety of nonprofit and business organizations. To begin, the project architect, Charles Olfert, and his staff met with each potential partner agency in May-June, 1997 to determine its specific needs for the design concept necessary for financial projections. Following preliminary meetings with those organizations that had expressed interest at this point, Olfert prepared preliminary site drawings, estimates of construction costs, and financing options. On the basis of these estimates the housing component was deemed key to financing the office space. The housing component was, therefore, designated to be constructed first, and the city was requested to set aside the necessary land which bordered on the YWCA property and was being used as a parking lot for the police service.

The first volunteer committees were formed in July, 1997 with representatives from interested organizations to work on finance, building, and governance models. All the committees began their inter-related work with the condominium project as a basis for planning. Integral to finance and building plans was the determination of the ownership model and related operating structure. Complicating factors in determination of the model were:

- the Planned Unit Development Agreement (PUD Agreement) which provides for YWCA control, or effective ownership, over the land on which the Village is to be built
- the desire to maintain the YWCA's property tax-exempt status on the Village land
- the need to compensate the YWCA for the value of the land
- proposed construction utilizing the YWCA's existing infrastructure which was originally built for expansion
- the difficulty which physical integration poses for separate legal title
- the YWCA's need to maintain control of its assets, particularly during project construction
- the necessity of the YWCA to limit legal liability should the project fail.

- the partnership's guiding principles which value equality
- the impossibility of determining circumstances far into the future, but the requirement to create a legal structure to deal with future circumstances (*i.e.*, generation of revenue after mortgage financing is paid; failure of a partner agency)
- possible tax implications due to profit realized from the sale of the condominium units.

Pamela Haidenger-Bains, acting as the YWCA lawyer, outlined a proposed legal structure for the development of both the residential condominium units and the shared facilities office structure in opinions dated August, 1997 and October, 1997. She proposed incorporation of a new nonprofit company as the most effective and the most common way to limit liability for the YWCA and for partner agencies. She also proposed that the entire project be formed as a condominium plan with separate units composed of the existing YWCA building, the housing units, the office structure, and the parking area. Under this plan, the YWCA could retain ownership of its building, and the new company could own the other condominium components. She further proposed that the YWCA have controlling interest in the new company in order to protect its assets. Her opinions provided a framework from which to work, but created some difficulty for the potential partners as the opinions were framed from the perspective of YWCA control and ownership of the entire project. After facilitated discussion and further consultation to clarify the YWCA's partnership intentions and to revisit and renew the nature and spirit of the partnership, the collective vision was again defined and the respective positions of the YWCA and the other potential partners were understood and accepted. It was largely these legal opinions, together with the architect's estimated construction costs and financing options, on which interested organizations based their decision to commit to ongoing involvement in the Village project. The partnership stabilized after these developments.

In September, three local developers were invited to submit proposals outlining their services and costs to develop and market the condominium units. One developer, Wolfe Group of Companies, responded with enthusiasm, and partners agreed to engage that

company to conduct a viability/marketing study to determine the target group for condominium sales, price range, and marketing strategies. Working in consultation with the architect, Wolfe Group determined that market conditions were favorable for initial development of 31 multi-family, low-rise condominium units in the \$100,000 to \$130,000 price range and that the potential for profit from the project was \$163,000, if the land could be purchased for one half of the fair market value (estimated to be approximately \$355,000). The study indicated that high rise, higher density development was too risky.

Efforts next were concentrated on educating City Council and administration on the value of the project and on attempting to lower the purchase price from the \$500,000 originally estimated by the City Land Manager. City Councillors were invited to a presentation about the project. After the presentation, a letter to Council requested that the land be purchased for \$1 with the expectation that Council would consider fair market value and perhaps a grant to cover some portion of the cost. When considering this request, Council relied on a report from the General Manager, Planning and Building Department, which stated that the land was purchased by the City for \$830,000. It generates \$68,700 per year as a parking lot for the police service and is capable of being developed for high-density use of 175 dwelling units. He recommended that if the land were sold for less than market value that the project have a minimum of 106 dwelling units. City Council decided to offer to sell the land for the project with the selling price to be determined after an independent appraisal. Council also recommended exploring other options by which the City could help facilitate the project. Independent appraisal set the land value at \$800,000. That appraisal effectively killed the idea of financing the Village office structure through condominium development, and other options for City support were pursued.

Coinciding with the process of dialogue with the City, the partnership sought further opinions from lawyers and accountants about the condominium development's tax implications. Tax experts were unable to see any way to circumvent taxes on the profits from the sale of the housing units, given that the purpose of the development was to make profit. The independent company formed by the partnership to develop the condominiums and the office structure would be considered to be carrying on a trade or business

in competition with taxable entities carrying on the same business. It would be difficult to differentiate the business of the independent company from that of other property development businesses. Assuming that the company was incorporated and divided the maximum amount of earnings among the charitable partner agencies, the net tax rate applicable to the company would likely have been 13.2 per cent, leaving 86.2 per cent of profits available for development purposes by the charitable partners. (Ernst and Young opinion letter dated January 22, 1998.)

The possibility of structuring the independent company as a business trust also was explored. The trust would have the advantages of being tax-exempt if all its income were distributed to beneficiaries, and the trustee would have the discretion to allocate income to beneficiaries in the most advantageous manner. The trust was deemed to be unworkable, however, because a trust must realize capital gains on its assets every 21 years and the trustees will have personal liability for the actions of the trust unless a corporate trustee is used. The independent company would hold illiquid assets appreciating in value that would be subject to tax in the 21st year of the trust. (Ernst & Young letter of January 22, 1998)

Regardless of the land value, the tax issues may have halted the condominium development plans.

Ownership, Management and Governance Issues

Determining the ownership, management, and governance structure of the Village entity was necessary as a basis for formulating financial projections. Ownership determines the uses of any potential profit, risk, and liability issues; management and control of the entity; and the public identification of it. There are many issues related to risk and liability that must be considered in the ownership/management structure. Key issues include: managing occupancy, vacancy, capital costs, operating costs. All these issues directly relate to the ownership being able to meet its financial obligations. Some questions for consideration include:

- What if a tenant organization (founding partner or renting agency)

in the building were unable to meet its financial obligations due to funding cuts? Who will decide when a tenant should be removed due to inability to meet rental obligations?

- Who will pick up the shortfall if a tenant is unable to meet a monthly commitment? How will a contingency fund be formed?
- What if the project is unable to draw full occupancy due to low occupancy costs available elsewhere in the city? Who will bear the financial risk?
- Who will make decisions regarding tenancy and cost per square foot? Will all tenants contribute equally to occupancy costs? If not, how many rate structures will there be?
- What happens when a founding partner agency decides to leave? The outcome is different depending on the ownership model.
- At what point does the project not become viable from the partners' perspective? What is the maximum cost per square foot partners are willing to contribute to the project? What is the maximum mortgage the partnership is willing to assume and, consequently, what are the minimum capital donations required to make the project viable?
- If the project proceeds, and the partners were unable to meet their financial obligations to the mortgage holder, whom would the mortgage holder turn to for security and asset protection? Are all partners equally at risk on a foreclosure or would some be more adversely affected than others?

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- What are the key decisions associated with building and operating management?
- Who will preserve the assets and what management values and/or operating principles will be used? Who will set limits on the types of activities that take place in the facility? Do all partner agencies want responsibility of management? What time commitments are associated with management?

These questions were addressed in part by the visioning process and the resultant guiding principles in which the partners determined that they would strive for equality whenever possible. As outlined in the previous section, legal opinions were sought about liability and

ownership issues. As well as opinions from the YWCA lawyer, other partner agencies relied on the resources of their boards of directors to seek independent legal opinions. All agreed on the advisability of incorporating a separate, nonprofit entity to develop, own, and manage the office building. All agreed that the YWCA would have to retain ownership and control of its existing building because of existing CMHC mortgage debt and property tax exemption. Crafting the structure of the separate, nonprofit entity was a multi-faceted process.

Following the facilitated discussions conducted after the initial legal opinion about structure, a working committee on management and governance drafted a letter of understanding, which formed the basis for further discussion among partner agencies. They agreed that:

- Two representatives from each agency will sit on the new entity's board of directors with executive directors sitting as ex officio board members.
- All partners will share incorporation costs and benefit from any positive cash flow of the operation.
- In considering any benefits to be distributed, such factors as contributions to the establishment and ongoing operation of the Village and the amount of space occupied in the Village should be taken into account.
- Issues concerning interest, control, and vision should be revisited two years after construction and every five years thereafter.

Questions that were posed, but not answered by the working committee, were:

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- Who can join the entity and what investment is needed to do so?
- How would membership be terminated, both voluntarily and involuntarily?
- Should the YWCA maintain controlling interest in the entity in order to protect its assets and address liability issues, and, if so, by what means?
- How will the equity that the YWCA contributes (the land) be valued?

Further opinions were sought from Ernst and Young. Ernst and Young explored appropriate structure for the Village entity, effect on member agencies, use of future funds, exit strategy, and the issue of land use transfer by the YWCA.

The options explored for appropriate structure included a business trust, legal partnership or joint venture, charitable foundation, charitable corporation, nonprofit corporation, and taxable corporation.

- **Business Trust:** This option was rejected because of the tax liability that could result in the 21st year of the trust.
- **Legal Partnership or Joint Venture:** A legal partnership or joint venture would pose undue risk for two reasons. First, the agencies would share liability with one another. Second, the member agencies could be seen as carrying on an unrelated business through the partnership and, therefore, jeopardize their individual charitable status.
- **Charitable Foundation:** A charitable foundation must operate exclusively for charitable purposes and may not incur debt except for those incurred in connection with the purchase and sale of investments, for current operating expenses, or in the course of administering charitable activities. It is unclear if a mortgage incurred to build its own building would fit into any of the exceptions.
- **Charitable Corporation:** What constitutes charitable activities is based on statute and case law. Charitable activities are broadly defined by Revenue Canada as being relief of poverty, advancement of education, advancement of religion, and other purposes of general benefit to the community that are of a charitable nature.
- **Nonprofit Corporation:** *The Income Tax Act* [149(1)(1)] outlines the criteria for tax-exempt corporations. They are organized exclusively for social welfare, civic improvements, or any other purpose except profit and operate exclusively for the same purpose for which they were organized in each year that it seeks tax exemption. They are not charities in the Minister's opinion. They are not operated for profit at any time, and income is not payable or otherwise available for the benefit of any member or shareholder at any time.

- **Taxable Corporation:** If a corporation does not operate according to the nonprofit criteria and loses its tax-exempt status, it would likely be deemed to be a “specified investment business” and be taxed accordingly.

On the basis of Ernst and Young’s opinion and further legal consultation it was decided that:

- The Saskatoon Community Service Village would be incorporated as a nonprofit and would apply for charitable status. If charitable status were not granted, however, the organization’s aims still could be met.
- The Village would operate on a break-even basis.
- Tenancy would be restricted to nonprofit organizations and like-minded government organizations. The Village could not be perceived to be carrying on a business competing with other taxable entities, but fulfilling its mission of sharing resources to provide community services.
- There would be no equity associated with membership in the Village corporation. Founding partner agencies and tenant agencies would benefit in the same ways.
- Any excess of funds in the future or any assets upon liquidation would be donated to a charitable foundation, The Saskatoon Foundation. Members of nonprofit or charitable organizations cannot receive proceeds as a result of membership.

Construction and Building Operation Issues

Barbara Klassen, a financial management consultant and member of the YWCA board of directors, became involved in the planning. She reviewed all of the partnership’s previous work and determined core questions, apart from the ownership and governance issues, that each stakeholder (partner agency, financial institution, donor, government funder) would want answered:

- What are the sources and uses of funds?
- What information supports the ability to pay mortgage (financial viability)?
- What information offers solutions for business risks? What are these risks and how will they be mitigated?

In order to answer the questions related to sources and uses of funds and financial viability, partners needed to determine:

- What will building cost?
- What percentage of costs are banks willing to mortgage?
- What are partner agencies currently paying annually in their current facilities for:
 - utilities (heat, water, electricity)
 - rent/lease or mortgage payments
 - property taxes (if not included in rent/lease)
 - parking
 - repairs and maintenance
 - security
 - janitorial
- What can agencies afford to pay without changing their current financial situations?
- What size of mortgage would be required to achieve space affordable to the agencies?
- What individual equipment and furniture needs do the agencies have? What is the current lease payments or purchase price? What equipment can be shared and what is best owned and maintained independently? How will joint assets be funded?
- What will it cost to operate and maintain the building? What will tenants pay for jointly and independently?

- Are all partners financially secure or do some have long-term funding issues? Will they be able to commit to payments required for project success?
- What is the project's ability to replace tenants and keep the building 100 per cent occupied?

In order to answer these questions, the following information was collected:

- The architect's best estimate of building costs (preliminary estimate of \$2 million)
- The commercial mortgage rate anticipated by bankers involved in the volunteer finance working committee (8 per cent)
- Current agency occupancy costs, including the expenses outlined above (\$147,800)
- Financial statements from each partner agency, including statements of reserves
- Analysis of available rental space in downtown core (average per square foot cost of \$14, or \$266,123, if adequate space was rented at market value)
- Estimates of maintenance/operating costs on buildings of approximately the same size and of another similar co-location project, the Richmond Caring Centre.

It was determined that the partner agencies do not have sufficient financial resources or reserves to sustain occupancy costs in excess of \$12 to \$13 per square foot. The financial plan would have to be structured to bring occupancy and operating costs into this range, including common area maintenance costs. Further, some partner agencies have insufficient reserves to finance their own tenant improvements. Tenant improvements also would entail member equity in the building, thereby complicating the tax and legal issues of incorporation. Therefore, the financial plan must also include leasehold improvements such as painting, window coverings, carpeting, signage, *etc.* Also essential to the financial plan was payment to the YWCA in some form for the land value, adequate capital reserves, furniture and equipment requirements, and start-up professional fees.

Barbara Klassen crafted the three-year financial projections that were reviewed by Ernst and Young and issued by the accounting firm. (See Appendix 3.) The financial projections calculate occupancy costs to the agencies at below market rate and within the parameters of what the agencies stated they could afford, while indicating that the Village can operate on a 100 per cent cost recovery basis.

Elements of the projections included:

Revenue Assumptions:

1. Occupancy fees equal the amount of the annual mortgage payments (principal and interest) and are paid by the tenant agencies on a square foot basis.
2. Common area maintenance (CAM) fees are determined at the end of each month and equal the remaining expenses associated with owning, operating, and maintaining a building.
3. In order to maintain nonprofit status, net revenue represents less than 20 per cent of the total revenue. Net revenue is equal to the annual principal payment on the mortgage.

Expense Assumptions:

1. Cost is estimated as accurately as possible for all building operation and maintenance expenses based on experience of other buildings of similar size and function.
2. Expenses of financial management (audit, insurance, banking, accounting) and legal fees are included.
3. Facility management and reception services are included.

Asset Assumptions:

1. All building costs, including architect fees, consultant fees and construction management fees, are included.
2. All tenant improvements are included for both common areas and tenant areas.
3. Amortization on building and capital assets is included (furniture and start up costs at 8 per cent, building at 2 per cent).

Financing Assumptions:

1. Occupancy (rental) costs are due on the first of each month.
2. CAM (common area maintenance) costs are billed as receivable within 30 days. All are payable except amortization and reception services.
3. Mortgage is amortized over 25 years, presuming an 8 per cent interest rate.
4. Capital reserve is established.
5. In return for the land lease, the YWCA will be given \$250,000 of the \$2 million raised through mortgage financing and capital donations. The YWCA also will receive common space in the Village at no cost.

Securing Financing

The financial projections were updated several times as a third floor was added and design and construction details finalized. The following documents were submitted to major financial institutions with an invitation to partner in the Village venture:

- updated financial projections and related assumptions
- conceptual site plan
- each agency's profile and audited financial statements
- information on the management model
- incorporation documents and by-laws
- capital campaign literature.

Four financial institutions responded to the invitation. The Royal Bank offered the most favorable terms. After the Royal Bank's offer was accepted, the bank's account manager became an advocate and valuable resource for the project. She became familiar with the partner agencies' activities, followed the capital campaign's progress, worked closely with legal counsel, and helped solve problems whenever possible (including strategies for financing tenant improvements for the third floor—expenses which were not in the original financial plans).

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Chapter 8
Legal Agreements

Legal Agreements

The project's governance options, legal agreements, and financial planning are inextricably linked. Arsenault states that in a very real sense, the most important decision is that of the legal structure. Great care must be taken to build a thorough understanding of the implications of the available options.⁴¹

Role of Phase 1 Feasibility Study

In many ways, the foundation of the legal arrangements among the partner agencies was laid during the Phase 1 study. The study's recommended structure for the co-located facility included the following:

- A separate nonprofit organization would own and operate the facility.
- Most positions on the board of directors of the nonprofit organization would include all stakeholders that agree, in some fashion, to bear the risks and benefits of ownership.
- The facility would be located adjacent to the YWCA.
- Co-located organizations would share capital equipment, space, and program elements.

Community consultations during the initial study raised issues about legal agreements, including the maintenance and autonomy of participating organizations, control and leadership, the decision-making process, conflict resolution, and management of risk and exposure.

Role of Phase 2 Technical Study

In order to proceed with the Phase 2 technical study, basic design work was required. In order to proceed with basic design, however, some management and governance issues needed to be addressed. For instance, the design of mechanical systems would be influenced by whether each organization would pay its own utility costs. The amount of sharing and the form of property management would influence design of common space. Sharing and property management would depend on the management and ownership structure that requires legal agreements. Further, the technical study included the vision of condominium housing development and the use of profits from the development to construct the office structure. Determination of the legal structure was necessary for this phase of the planning.

On behalf of the developing partnership, the YWCA sought the first opinion about legal structure in August, 1997. As outlined in the description of financial planning, complicating factors in determining the legal structure were:

- A Planned Unit Development Agreement (PUD Agreement) between the City of Saskatoon and the YWCA states that the land must be occupied by and used exclusively for the purposes of the YWCA until the year 2004.
- The desire existed to maintain the YWCA's property tax exempt status on the land for the office structure.
- Proposed use of the YWCA's existing infrastructure and physical integration poses difficulties for separate legal title.
- The YWCA needs to maintain control of its existing assets.
- The YWCA needs to limit liability in case the project fails.
- The project's guiding principles value equality.
- It is impossible to far into the future, but a legal structure must be developed to deal with future circumstances.
- If profit is realized, possible tax implications occur.

After plans for the housing component were abandoned, legal planning continued in early 1999 with the following elements that had been agreed upon by all parties during Phase 2:

- A nonprofit corporation governed by an independent board of directors would operate the office structure.
- The YWCA would retain land ownership according to the PUD Agreement and would be compensated in some form for the use of the land.
- The YWCA would require some form of control over its assets, which would be placed at risk during the office's construction and initial operations.

A working committee on by-laws and incorporation, including two agency representatives who are lawyers, and legal counsel retained initially by the YWCA and later by the partnership, worked on agreements. Seven separate agreements were deemed necessary. (See Appendix 5.)

1. Bare Land Condominium Concept

It was necessary to craft a vehicle for the YWCA to transfer use of the land to the Community Service Village. The City originally agreed to a land lease arrangement under the mistaken assumption that the YWCA would own the new building and that the Community Service Village would lease both the building and the land. The YWCA was not interested, however, in undertaking construction and ownership of the building on its own and then leasing it back to the Village for a number of reasons, notably financial and liability risks and the spirit of the Village partnership. A land lease would have required subdivision approval under the Urban Municipality Act, and the requirements for approval require adequate access and parking for the subdivision. The City would not approve a clear subdivision since the new building would not have adequate parking on its own land, and the possibility would exist that the new building, or the YWCA building, could be sold in the future and parking access denied to the Village. A land lease with irrevocable parking rights and easements was considered. However, such an arrangement would have in effect granted the Village rights

to land for which the YWCA should be further financially compensated.

Legal counsel suggested and negotiated with the City and the Chief Surveyor that a “bare land” condominium agreement be approved and registered. In the agreement the YWCA building, surrounding green space, and parking area forms Unit #1 with ownership by the YWCA, and the bare land for the footprint of the Village space and adjacent green space forms Unit #2 with ownership by the Community Service Village. The YWCA, therefore, will retain ownership of the parking space. The City will approve future use of the space by way of development permits.

2. Easement Documents

Reciprocal easement documents, party wall agreements, and parking agreements are required to allow the owners of Unit #1 and Unit #2 access to shared portions of the buildings, any shared mechanical systems, and to allow Unit #2 use of parking space.

3. Amendments to the Planned Unit Development Agreement

When the YWCA obtained its land from the City of Saskatoon in 1984, a Planned Unit Development Agreement was signed. This agreement states that the YWCA cannot part with ownership of the land for 20 years from the date of signing (until 2004). The agreement also states that the land must be occupied by and used exclusively by the YWCA. The City agreed to amend this agreement when it agreed to the Village concept.

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4. Articles of Incorporation

Incorporation gives an organization legal status. An incorporated organization is recognized as having the status of a legal person, possessing rights and responsibilities. The following are advantages of incorporation:

- As an incorporated organization, the Village can enter into contracts, open bank accounts, *etc.*

- Members of the organization are not personally liable for the corporation's debts and obligations.
- Continuity of the organization is assured while the membership changes.
- The organization can own property in its name regardless of membership changes.
- The organization can bring a legal action in its own name (an action *in rem*).

The articles of incorporation identify the unique characteristics of the corporation. They state:

- the name of the corporation
- objectives of the corporation
- number of directors
- classes of membership.

5. By-laws

By-laws are the rules and regulations that govern the activities of the organization. They clarify the conduct of the corporation.

6. Unanimous Members Agreement

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The "Unanimous Members Agreement" acts as a mechanism to restrict the rights of the directors and is required in the Village corporation for three reasons:

- It serves to protect the YWCA's assets. Any action which is defined or deemed to be "materially detrimental" to the YWCA shall require approval of the majority of members of the board of directors, including at least one of the two members nominated by the YWCA. The agreement outlines some specific actions that would be defined as materially detrimental, but because the future is unpredictable, the agreement states that other actions which affect the YWCA's goodwill, reputation, or property may be considered.

- It outlines instances in which the member organizations are required to disclose information to the Village board of directors. They include instances that would affect an organization's legal and financial viability, or community identification.
- It outlines alternative dispute resolution mechanisms agreed to by all member organizations.

7. Tenants' Agreement(s)

This is a standard lease outlining agreements governing the rental of specific space within the Village. Tenant Agreements will be finalized upon leasing of completed space. Agreements also will be required regarding allocation and maintenance of the parking space.

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Chapter 9
Fundraising

Fundraising

Following the conclusion that financing of the Village from proceeds of condominium housing development was impossible, the partnership evaluated the feasibility of proceeding with a capital campaign. The three major considerations in the decision to proceed were:

1. The possibility of a major grant from the City in lieu of the previously requested donation of land for the housing development was discussed. Given both the support expressed for the project during initial discussions with City Council, and the Council Executive Committee decision on February 18, 1998, to request the YWCA “to provide further information with respect to what is needed to facilitate the administrative office for the groups involved, including a feasibility study as to the cost and the funding required,” partners it worthwhile to pursue a grant from the City. It was identified as the initial and key task of a campaign.
2. The effects of a capital campaign on the ongoing fundraising of the partner agencies and the capacity of the partnership to mount a campaign were assessed to each partner agency individually. Despite the chronic difficulties of fundraising for small organizations and the obvious implications for the United Way, the need to secure permanent and affordable accommodation, enhance the YWCA building, and embark on collaborative programming remained high. Each agency realized that the chances of success were greater together, especially given their individual limitations of time and expertise.

3. Other current major fundraising campaigns in the city were assessed. Major capital campaigns infrequent in Saskatoon. A successful \$15 million campaign to build a nursing home addition was just concluding, and no others were planned to the knowledge of the partnership.

Initial Campaign Planning

A working committee on fund development embarked on initial campaign planning with consideration of the following key components:

1. **Funding Needs:** The financial projections described in detail the funding requirements for the Village.
2. **Case Statement:** The following key points were to be made clear to all potential funders:
 - Large numbers and diverse socioeconomic groups will benefit from the Village.
 - The partner organizations have history and stability in the community.
 - The organizations have high quality, high impact programs and services.
 - The partner organizations need to define their futures and operate as efficient, social purpose businesses.
 - Careful planning and feasibility studies have taken place, and the project is responds to clearly perceived needs.

3. **Identification of Potential Donors:** Potential donors were initially identified as follows:

A. Major Potential Donors:

- City of Saskatoon
- Saskatoon Foundation
- Kinsmen Club of Saskatoon
- Saskatchewan Indian Gaming Authority
- Province of Saskatchewan
- Alberta Anonymous Donor
- Canada Millennium Fund

Other corporate, private, or family foundations which contribute to social service charities in Saskatchewan and which support capital campaigns.

Discussions had taken place with the first five of the major potential donors listed during the course of the Phase 1 and 2 studies. Partners felt that a good base for support had been established.

B. Corporate Donors:

- Companies that have contributed to partner agencies in the past
- Companies represented on our Boards of Directors
- Companies with which partner agencies hold contracts
- Companies with staff, volunteer or client contacts
- Companies appealing to agency interests in their advertising

C. Board Members of Partner Agencies.

D. Traditional Supporters and Contributors to Partner Agencies.

4. Fundraising Methods, Organization and Leadership: The working committee discussed a cost-efficient and results-oriented campaign organization, one that would respect the guiding principles of the partnership. They considered:

- The need for professional fundraising staff or professional consultation. The need for professional fundraising expertise was recognized and the cost of engaging a professional explored. Given the cost, the lack of discretionary financial resources of the partner agencies, the strength of the pre-campaign work, and the size and commitment of the partnership, it was decided that a full time professional would not be engaged.
- Development of a campaign team. It was agreed that each partner agency would participate to the full extent of their individual capability in the campaign. It was recognized that the capabilities differed greatly due to staffing resources, previous fundraising experience, composition of boards of directors, and technical support capabilities. A campaign team was formed with deputy chairs representing each partner agency. The deputy chairs' job description was as follows:
 - Mobilize resources from their respective agencies.
 - Take leadership roles in solicitation requests.
 - Share the responsibility of the overall capital campaign with the agencies involved in the Community Service Village.
 - Develop and implement strategies to ensure an effective fund raising canvass of the community.
 - Recruit volunteers and provide leadership to the volunteers
 - Community presentations and financial requests will be a necessary component of this position.

It was further agreed that the executive directors and the Muttart Fellow would coordinate the team.

- Leadership. It was considered necessary to identify campaign leaders with significant community profile, current contacts, time, and willingness to lead the campaign. The committee selected two prominent community leaders to act as honorary co-chairs of the

campaign, Walter Podiluk, CM, a retired provincial deputy minister, former school board superintendent, and leader in the Catholic community, and Shelley Brown, local managing partner of Ernst and Young and former United Way campaign chair. Both had been involved in the working committees and had enthusiastically supported the Village vision. Their campaign roles were to provide significant personal credibility, attend at presentations and funding requests as required, assist with fundraising requests and presentations as appropriate, and help evaluate the campaign.

- The impact of initiatives on individual agencies. Partners recognized that campaign timing was important and must not overlap greatly with the United Way's annual campaign. They also recognized that partner agencies needed to proceed with individual fundraising efforts necessary for operating revenue. The distinction between the Village request for funds and those of the partner agencies would have to be clear. Coordination and a protocol for solicitation were necessary for the United Way.
- Donor Recognition: The matter of what recognition is most attractive to targeted donors and what are the most appropriate methods to acknowledge donors was discussed as part of the strategic marketing plan. Variations on the theme of a village were judged to be most appropriate and the final form of the recognition was left for the strategic marketing plan and the design architect.
- Administrative Systems and Procedures: The United Way as a fundraising agency has the staffing and technology capacity to process contributions (banking, acknowledgments, tax receipts, *etc.*) and agreed to do so on behalf of the partnership.
- Fundraising Materials and Media Contacts: Without a professional fundraiser, partners engaged the services of a local public relations firm, TAP Communications Inc., to prepare campaign materials (presentation folders, stationary, and brochures) and to assist with a marketing plan. (See Appendix 6.) TAP Communications was selected due to its long-time association with the United Way and its reasonably priced services.

- Fundraising Budget: Due to the lack of financial resources, the fundraising budget was kept to the lowest cost estimate provided by TAP Communications for its services. The partner agencies agreed to share the cost of campaign materials equally.

The purchase of media advertising was recommended, but not accepted due to cost.

City of Saskatoon

In May, 1997, City Council adopted a recommendation from its Administration and Finance Committee “that the City of Saskatoon respond to the community’s request for assistance in addressing social issues by expanding its role in community development. This would encompass developing a proactive process of community coordination for the purposes of providing support services to non-government social serving agencies within our community.” It was within this policy context that a delegation representing the Community Service Village met on June 4, 1998, with City Council’s Executive Committee to discuss the Village concept and request a grant in lieu of the land originally requested for a housing development.

The Executive Committee asked “that the Administration prepare a report on the impact of the City being involved in an initiative such as this.” The City’s Leisure Services Department was charged with preparing the report and recommendations for City Council. Leisure Services staff clearly stated that in order to receive support the project would have to:

- document clear cost savings in operation and occupancy
- prove benefits for the total community, not just for the partner organizations
- support the City’s current initiatives on prevention, specifically crime prevention and “Safer City” initiative.

Concurrently with the discussion with city officials, the following activities took place that influenced with City’s decision:

- A comprehensive paper outlined the challenges facing nonprofits in the community, the concept of the Village, how the Village concept addresses those challenges, the proposed ownership and management strategy, and descriptions of the partner agencies. This paper, used as an attachment to the report of Leisure Service staff to City Council, also was used extensively as a basis for public presentations, for the concept paper developed for the presentation folder, and for solicitations of support.
- The financial plan was developed and the financial projections prepared.
- Work continued on the by-laws and legal incorporation. Understanding the legal structure of the Village was important to the City and to other funders. They needed to be assured of the project's overall viability and future.
- Extensive consultations were held with various community leaders that related to city development and planning. Discussions with the Saskatoon Police Chief, the constable in charge of the Police Service's planning section, and the Director of Victim Services, resulted in a letter outlining the advantages of the Village to the Police Service. A presentation was made to the Regional Intersectoral Committee on Human Services comprised of local senior officials of the City, the Health Board, and provincial departments of Social Service, Health, Justice, and Education. Numerous consultations were held with Saskatchewan Social Services' regional director, community outreach manager, and the coordinator of the Regional Intersectoral Committee. They were involved very early in the development of the vision for the Village and continued to be supportive throughout the process. They emphasized their beliefs in the community-based decision-making and support of organizational development initiatives such as the Village. The Saskatoon Urban Tribal Council, specifically the general manager for urban services, was consulted. The Tribal Council voiced support for the Village, but declined active involvement in the planning process. Finally, a meeting was held with the local Chamber of Commerce's president and executive director about their concerns with construction of a new facility instead of using an existing building and with the possible effect of agency relocation on the downtown tax base.

- During the fall of 1998 when the various aspects of the Village planning were being addressed concurrently, the YWCA faced a crisis in provision of night-time staffing at their emergency shelter when the Corps of Commissioners decided to abandon night-time security services. The YWCA, therefore, entered into discussions for bridge financing to hire interim overnight staff with the Department of Social Services. This crisis precipitated its Regional Intersectoral Committee on Human Services to “map” citywide shelter services. Between November, 1998 and June, 1999, an inventory and report was completed which indicated the high demand for interim shelter for many people for a variety of complex reasons. The report outlined that family violence, homelessness, addictions, and/or mental health issues are the main reasons 547 women with 421 children were sheltered at the YWCA in 1997. While the final report was not ready for City Council’s decision about the Village, the issues facing the YWCA and the advantages of the Village model in addressing those issues were brought to the community’s attention.
- At the same time as the Village’s request was pending before City Council, there was an ongoing community debate about the advisability of the Public School Board’s plans to construct a new administrative centre. Concerns were expressed about the actual need for and the proposed cost of such a centre. In the light of that debate, and in order to address concerns of the business community, such as those voiced by the Chamber of Commerce, a “fact” paper was prepared entitled “The Importance of Local Support for the Saskatoon Community Service Village.” The paper, presented to business representatives, City Councillors, and City administration, expanded on the following:

1. Rationale for Location:

- The YWCA cannot move to a new location.
- The chosen location provides a means for the YWCA to remain financially viable.
- The Village will not have to purchase land.
- Owning versus renting existing space provides agencies with the ability to control occupancy costs well into the future.

- The Village will have minimal impact on current building vacancy in Saskatoon.

2. Importance of Support from the City of Saskatoon and the Saskatoon business community:

- Local and municipal government financial support is needed to leverage money from outside the province.
- The City of Saskatoon and the Saskatoon business community have always acknowledged the linkage between the quality of life in Saskatoon and its ability to retain and attract business to the community.
- City Council in May, 1997 adopted a recommendation to expand its role in community development.
- The Village's desire is to model the behaviors of city entrepreneurs.
- The boards of directors of the participating agencies are well-represented in the business community.
- The cost to the community of doing nothing of a preventive nature is high.
- Information was gathered concerning specific savings to be anticipated in occupancy costs and was incorporated into the report for City Council. It identified annual occupancy savings of \$120,000.
- The Muttart Fellow researched other examples of co-location endeavors and collected specific information on occupancy and operating savings. Although there are many examples of co-location, all with claims of cost and program efficiencies, few had quantified their savings over time. A proposal for funding of a study of strategic alliances among nonprofit social service organizations in the United States states: "Like LaPiana, Kohm found a growing interest in strategic alliances among nonprofits but very limited information for those considering such alliances to use in their decision making and planning."⁴²
- Discussions continued with City planning and transportation. It was critical to have their support and assistance in resolving issues necessary to qualify for development permit approval.

These issues included: lane closure on the west side of the YWCA property, rezoning of the property in accordance with the PUD Agreement and subdivision legislation, and parking allocation. Other issues of a bus access indent and a bulk-buying agreement with the City were discussed with city officials. In April, 1999, the City agreed to extend its bulk-buying agreement with the YWCA to include all agencies in the Village.

Despite opposition to the proposed nonprofit sector development of housing on land adjoining the YWCA property, city officials embraced the idea of housing in that location. The “Downtown Housing Study Final Report.” released in September, 1998, made the following recommendation: “initiate a proposal call for residential development on the City owned ‘Y’ parking lot site. Write down the land value in exchange for conditions ensuring that public purposes (*e.g.*, affordability for middle income households) are met.”⁴³

- Members of the partner agencies’ boards of directors lobbied individual City Councillors whom they knew personally.

After completing the tasks outlined above, the executive directors of the partner agencies met with the General Manager of Leisure Services on March 10, 1999, to review the information provided to him and discuss options which would be recommended to City Council as vehicles to provide funding. At the City Council meeting of March 30, 1999, Campaign Co-chair Shelley Brown, made a presentation directly to City Council during deliberations of the Budget Committee. On April 12, 1999, City Council adopted a recommendation of its Budget Committee that \$238,747 be provided to the Community Service Village as a one-time gift towards construction of the facility. The amount represents the surplus of funding in the City’s 1998-99 operating budget.

Marketing Plan

The marketing plan was prepared in consultation with TAP Communications Inc. It included the following elements:

Target Market—Key Audience

Primary Audience: Decision-makers within charitable foundations, civic government and corporate board rooms. Primary target audience characteristics: male, 40+, married with children, and concerned with enhancing the public image of the organization they represent.

Secondary Audience: Members or stakeholders of the six participating community agencies and the general public. Secondary target audience characteristics: 60+female/40+male, employed, married with children, and supportive of community programs.

Key Messages to Audience

Primary Audience: Contribute to the Saskatoon Community Service Village capital project and the public will perceive your organization as supportive of Saskatoon, as a strong community leader, and as an organization that believes in helping children and families. This is an economically sound business decision made in a true spirit of caring. You will choose to support this capital venture, because you believe in a caring civil society with a healthy quality of life for our community.

Secondary Audience/Agency Stakeholders: Contribute to the Saskatoon Service Village and you will support the future prosperity of the agency.

Public: Contribute to the Saskatoon Service Village, and you will play an important role in support of children and families through the services provided by the member agencies. This is a cost effective and sustainable method to operate the agency.

Campaign Implementation—Strategic Time Lines

Tap Communications proposed timelines were proposed for distribution of printed materials, campaign team member training, kickoff event, media releases, contribution announcements, sod turning, *etc.* These proposed timelines served as guide for planning, but were not adhered to, initially because of the timing of City Council’s decision and the unexpected rejection of the funding request to The Muttart Foundation and the need to take time to reflect on the rejection. All tasks outlined took longer than initially anticipated.

Contributor/Sponsor Recognition

In keeping with the Village theme, contribution levels were determined to be:

Neighbour	\$ 10 - \$ 999
Friend	\$ 1,000 - \$ 9,999
Citizen	\$ 10,000 - \$49,000
Builder	\$ 50,000 - \$99,000
Leader	\$ 100,000 +

All contributors will be recognized by newspaper advertisement and by recognition on a Community Village Donor Clock, a pedestal clock to be constructed at the Village entrance. Leaders and builders will receive customized donor clocks. Leaders may have some room or facet of the Village named in their honor.

Media Opportunities

Due to lack of financial resources, it was decided not to purchase media advertising. Rather, every opportunity would be secured to take advantage of free media interviews and stories, and media sponsorship would be requested whenever possible. The campaign benefited from print media stories about the Village and features articles on the Anne Campbell, YWCA executive director, the Muttart Fellow, and Shelley Brown, honorary campaign co-chair. Media sponsorship provided for a large donor recognition advertisement in the newspaper and for radio advertisements.

Campaign Launch

The campaign launch event was planned after the City's contribution was confirmed, and the first major corporate donor was confirmed. News releases succinctly described the project and named the partner agencies and honorary campaign chairs. Media invitations were delivered directly to media outlets along with potted daisies to attract attention. Invitations were also issued to agency board members and personnel of related community organizations. The campaign was launched with confirmed contributions of \$461,000. The launch generated publicity throughout the local media.

Donor Contacts

The capital campaign team met to brainstorm potential corporate donors in the categories previously outlined. Team members with obvious knowledge of, or connections to, donors made those contacts. Presentations were made both by individual team members and by team members accompanied by an executive director or by another key member of the planning group. The campaign team met bi-weekly from May through October, 1999 to review progress. Between meetings, information was coordinated through the Muttart Fellow.

The United Way contacted potential donors who also contribute to the United Way annual campaign, and a protocol was developed for the joint contribution request. A mid-campaign analysis of the United Way Campaign indicated that the Village campaign had not affected traditional United Way contributions from major donors.

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A data base search of foundations was purchased from the Canadian Centre for Philanthropy and approaches were made to all foundations which were identified as contributing to capital campaigns in the Saskatoon region and which supported United Ways, YWCAs, and social service agencies.

Partner agencies solicited individual donors through letters of appeal or newsletters.

Annual meetings of the partner agencies and individual agency fundraising events, *i.e.*, YWCA's Women of Distinction Dinner, United Way Campaign Launch, Family Service Bureau's dinner and auction, incorporated a presentation of the Village project.

Deloitte & Touche and The Body Shop sponsored events featuring the Village and donated proceeds to the campaign.

Campaign team members made presentations to various service clubs and business clubs in the city.

Several newspaper articles featured the Village, and several radio stations broadcast public service announcements.

Analysis

The campaign was successful and benefited from the partnership's planning and cooperation. However, it lacked efficiency and took longer than initially anticipated due to the following three factors:

1. Campaign organization

Clearly, the organizational structure of the campaign was unusual, given the partnership's nature and lack of a designated manager. Poderis provides a framework for assessment and review of a capital campaign.⁴⁴ He states that the best way to determine the effectiveness of the campaign's organizational structure is to look at its interim progress reports and interview those who took part in it. Two important facts were thus identified.

One, the roles and responsibilities of the various campaign team members were not always clear. The Muttart Fellow agreed to act in the role of coordinator, in order to facilitate exchange of information concerning assignments and results. The role was not that of a campaign manager, however, who assigned tasks and took control of the process. The campaign co-chairs and executive directors assumed varying amounts of activity and responsibility; however, the expectations for their involvement were unclear.

Two, the partnership's consensus decision-making process continued, with the result that those who were most willing and had the resources to commit to solicitations did so. Tasks were not assigned equally, or strategically in many cases.

2. Major Potential Donors

One of the partnership's important considerations when proceeding with the campaign without ongoing professional fundraising assistance was the emphasis put on potential funds from major donors. After securing the lead gifts from the City of Saskatoon and The Frank and Ellen Remai Foundation before the campaign was announced, the partnership pursued applications to those identified as other potential major donors. However, three other major approaches failed for various reasons. Most significant of these was the rejection of the application by The Muttart Foundation. In a letter dated April 19, 1999, the executive director of The Muttart Foundation stated that the Board of Directors "concluded that no additional value would be realized by the residents of Saskatoon as a result of the proposed co-location.... We define an alliance as a situation in which those involved will operate in a significantly different way than they did before the alliance was formed. That is not present in your proposal." The partnership subsequently revisited plans for joint programming and services and requested that the Muttart Board of Directors reconsider their decision. They did so, but did not change their minds.

The effects of the Muttart decision on the partnership were both positive and negative. Positively, the decision highlighted for the partners, and for other potential donors, the importance of careful planning of future behaviors. It engaged the partners in examining their limits with regard to joint behaviors and setting a timetable for program development. An increased awareness of the importance of planning outcome measurements and integration of organizational cultures developed. As a result, additional resources are being solicited for planning agency integration during the construction period. Negatively, there was dismay and initially some anger at the decision, especially since the letter was copied to The Saskatoon Foundation. The independence of the local foundation was thereafter called into question by many of those involved in the project.

The decision of The Saskatoon Foundation to provide only minimal support to the project was a huge disappointment to the partnership. (See Chapter 5, “Leadership.”) The Foundation provided no official feedback on the reasons for its decision.

The Canada Millennium Fund was cited as a potential source of major funding, and considerable efforts were made to secure endorsements of federal politicians for the project. The Millennium Fund grant criteria were changed, however, to exclude capital grants.

The Province of Saskatchewan’s major contribution came late in the campaign after intense efforts to engage the interest of local MLAs. Although government members voiced support of the Village throughout the process, the challenge was to secure an appropriate vehicle for providing capital grants to a community-based nonprofit organization. Several potential ways of directing funds to the capital campaign were proposed, including location of government offices in the Village with subsidization of rental costs, funneling a grant through a Crown Corporation, and including the grant in the capital budget of a government department. Exploring these vehicles took time, coordination, patience, and the support of local senior government bureaucrats. During the campaign, a provincial election was called, further delaying the process. A solution was found when a Centenary Fund was established for provincial support of various projects related to the 2005 provincial centennial.

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Finally, the Kinsmen Club, a traditional major supporter of the YWCA Crisis Shelter was cited as a potential major donor. Meetings were held with the club’s leaders and a presentation was made to the membership in May, 1999. A motion for a major grant followed the presentation. Voting on the motion was delayed until November, however, following the club’s annual home lottery and determination of their annual budget. The motion was defeated. Feedback from club members indicated that the impact of the presentation had faded by the time the vote was taken, different members were present, competing request for assistance had come forward, and a prevailing feeling among the members was that it was yet another grant to the YWCA.

Individual and small business donations became more important, and more successful than anticipated. Disappointments for the capital campaign team were offset by a steady stream of individual donations, indicative of broad community support for the project.

3. Construction Costs:

During the course of the capital campaign, the decision to add a third floor was finalized, and the architect and the construction manager made final building cost estimates. The final total cost estimates were significantly greater than the original estimates and raised the minimum goal of the campaign to \$1.8 million. The original campaign goal was realized by October, 1999, but the campaign had to be extended in order to keep the mortgage within the limits set by the financing bank.

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Chapter 10
Design and Construction

Design and Construction

Design Process

Architectural services were engaged through an invitation to tender in April, 1997, for the Phase 2 study. Charles Olfert and Leslie Blacklock, AODBT Architecture and Interior Design, began working on the project with the mandate of completing a technical study of the co-location idea focused on the property available at the YWCA. This “design process” proceeded as follows:

- The planning group and potential partner agencies held initial meetings. It was necessary for the architect to know the agencies’ work, their physical requirements, and their expected outcomes of the project. The architect made on-site visits to the agencies and held discussions held with their staff. Discussions and program reviews also were held with the YWCA staff
- The YWCA building was visited to confirm conditions, and existing drawings were obtained.
- In order to determine development potential, preliminary zoning and code reviews were conducted.
- The architect interviewed key stakeholders identified by the project planning committee to confirm and expand on the information gathered, and to identify and describe issues relating to the organization and delivery of their programs and services, which might be incorporated in the project.
- A draft functional plan was prepared based on the information gathered which describes the program spaces and their relationship to services. Concept sketches were presented

outlining the options for development of a complex to meet the needs of the partner agencies and other potential participants. (See Appendix 7.)

- After selecting a general design approach, estimates of capital and operating were developed including: capital costs; structural, mechanical, and electrical engineering reports; and possible scenarios of revenue to be obtained from sales or rentals of various areas.
- Charles Olfert presented the Phase 2 study report, including issues and options, to the project planning committee. This led to a general consensus on the programs and services to be provided in the Village and an agreement to pursue the development of the condominium housing project adjacent to the Village.
- Invitations were issued for development proposals, including the marketing study of the condominium housing development. The Wolfe Group of Companies responded favorably and commenced the marketing study. The inability to secure the land for the housing development, however, resulted in a decision to proceed only with the Village office building.
- Earlier cost estimates and revenue projections were refined through additional consultation with property management firms and with the project financial consultant, Klassen and Associates. Based on this information, partner agencies committed to specific amounts of space within the building.
- A further joint meeting was held with agency representatives to solidify key requirements and common function needs. Preliminary locations for each agency within the Village were assigned and a number of opportunities for shared space identified.
- The architect then met individually again with each group to confirm their requirements and to develop a floor plan for review. In each case, the agencies were challenged to consider the floor plans of their neighbors in the building and in all cases shared space opportunities were further developed. The process was viewed as integrating the entire building complex, and creation of an overall design required several visits to each group.

- A three-storey concept design was developed accommodating all agencies' individual requirements along with a number of shared spaces: common meeting rooms, washrooms, volunteer centre, joint staff room, shared resource room, and common reception/copying centre. An allocation for future development and a number of internal linkages between the agencies to allowed for joint programming.
- After completing the concept design, the architect engineers and construction manager began to define the building systems and project budget. This involved comparisons of various ways to construct the building. They compared various types of construction and different methods of providing for the heating, cooling, and air distribution. The building will be of steel construction with a pre-cast floor system. Mechanical systems will be located on the roof, and there will be no basement space. To meet the unique requirements of the counselling agencies, partitions will be steel-studded and all individual offices soundproofed.
- After evaluating and discussing these with project planning committee members, a basic approach was developed and a construction budget prepared. This formed the basis of the project specifications reflected in the contract documents. These drawings and specifications were used by the construction manager to obtain competitive bids for the construction work.
- Approval of the concept and the design by the Meewasin Valley Authority, a regional planning commission with authority over all forms of development within the South Saskatchewan River valley areas, was required. Presentations were made to the Development Committee and the Board of Directors of the Authority.

Construction

Following the decision to abandon plans for the condominium housing development and proceed with the Village office building, a decision was made to continue to work with the Wolfe Group of Companies. As the only developer who responded positively to the invitations for proposals, Wolfe had demonstrated personal and financial support for the project and had worked closely with the architect. A Contract Management Agreement was entered into with Wolfe Management Ltd. This agreement is a standardized document whereby the construction manager acts in the capacity of agent for the owner (the Community Service Village Inc.) rather than as an independent contractor, and the traditional roles and relationship of owner and general contractor disappear. Under the terms of the agreement, Wolfe will work in conjunction with the Village, as represented by a building committee, and with the architect in a Construction Management Team.

The construction manager's major tasks were to:

- serve as an advisor and agent
- provide site management, administration, and technical services
- oversee construction scheduling
- recommend and order equipment or materials required
- prepare and administer a construction budget
- coordinate trade contract documents
- review insurance and bonding requirements
- assemble and make recommendations on bid documents
- pay trade contractors
- inspect the work of trade contractors
- submit written progress reports to the construction management team
- assist in post contraction phase with warranties of the trade contractors.

The Building Committee's major tasks were to:

- attend design meetings and communicate agency requirements to members of the construction team
- assist in development of overall concept
- review design alternatives with team members
- mediate conflicts between competing interests and communicate results to construction team
- communicate with agencies regarding design concepts, budgets, and schedules
- approve selection of sub-trades as recommended by the construction manager
- approve bonding of sub-trades as recommended by the construction manager
- attend construction meetings as required
- monitor construction progress in terms of budget and schedule and report back to agencies periodically
- authorize payments to suppliers, sub-trades, construction manager, and architect as recommended by the construction manager
- receive warranty information
- identify maintenance personnel to be involved in operations training and turnover procedures
- report warranty issues to the construction manager.

Completion and Occupancy

As the construction neared completion, maintenance and operations personnel will become involved in order to be trained in the building systems. Agencies will develop furnishing and move-in plans. There will be a fine balancing of mechanical systems. Eleven months after final completion, there will be a warrantee inspection to identify and repair any defects covered by construction warrantees.

An evaluation of the efficacy of the building from a design perspective will be conducted after approximately two years of operation. As programs and facilities experience inevitable change, agency requirements will change. New groups will move into the building, and new partnerships will likely emerge. The site has been identified as having the potential for further development, both for additional community services and for some forms of special needs housing. In the future, the Village partnership will assess further development opportunities to enhance and support their work.

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Chapter 11
Preparing to
Live Together

Preparing to Live Together

In order to fully envisage and actualize the potential of the Saskatoon Community Service Village, a great deal of work will be required before construction is completed. The partner agencies' executive directors fully realize that successful outcomes will necessitate a process of change for the individual organizations, the partnership, and the community at large. To prepare for this, as soon as sufficient funds were secured to begin construction, the executive directors committed to an ongoing process of discussion and planning which will build upon the "Memorandum of Understanding." Since success of the project may be defined differently for each stakeholder, measuring satisfactory outcomes for the wide variety of stakeholders, including clients, board of directors, staff, donors and funders, related agencies, and the community as a whole, will be a challenge.

The aim of preparation is to move from an individual frame of reference to an interdependent, or collective, frame of reference. The tasks of a successful nonprofit alliance, which were addressed in the developmental phase, such as learning, synthesizing, planning, developing working committees, and developing an operational structure, need to be repeated on a new level. This new level of planning and activity will build upon the lessons of alliance development learned to date.

The process began with re-visiting the project vision to ensure that all partners continue to hold a common one. It was felt that the description of the facility should be enhanced to adequately reflect the evolution of the planning. The amended vision statement is:

The Saskatoon Community Service Village is a vibrant, collaborative Centre, which enhances capacity for individual, organizational, and community well-being. Through collaboration,

co-operation, sharing of resources, social responsibility, and mutual respect, members seek effective and sustainable means to provide quality community service.

Lessons to Date

To begin the process, a facilitator helped executive directors and key staff reflect on primary lessons learned during the planning stages. The following key areas of learning, all of which are interrelated, were identified:

- **Environmental scan:** A shared assessment of the prevailing trends and forces facing the community and the partner organizations was necessary for commitment to the project. Although partner agencies were motivated in part by self-interest, they went further, committing to responding to the changing environment together, recognizing that the result may not be as originally anticipated.
- **Trust:** A high degree of trust among the partner agencies was critical to the success of the project so far. Trust and respect were based on the history of mutual association, a compatibility of core competencies, and a readiness to work together. Trust was enhanced during the course of the community building. Further, community trust in the partnership allowed planning and fundraising to proceed.
- **Vision and values:** Articulation of vision and values early in the process was the basis for planning and interaction among the partners. Vision and value statements enhanced the development of trust, the equality of membership, non-hierarchical leadership, and the acceptance of differing capacities of partner agencies to contribute resources to the project.
- **Risk-Taking:** A high level of risk-taking was necessary for the project to move forward. Risk-taking is inherent in the operation of human service agencies and those who fund them. However, increased risks were acceptable because of clear values and high trust.
- **Assistance and feedback:** Appropriate use of supporters' skills and competencies was very important to accomplish the project's

technical work. Feedback from project champions and allies provided a necessary sense of success and helped maintain momentum. Feedback from critical friends precipitated examination and modification of some plans and processes.

- **Communication:** Continuous and intense communication among all persons involved in the project was crucial for success. Maintaining the flow of information among committees, board of directors, staff units, and other stakeholders was very difficult and time-consuming. Continuing communication during the next phase of development will be even more challenging and will require additional resources.

Tasks Ahead

The executive directors and key staff members identified strategic and developmental priorities to be addressed in preparation for successful collaborative living and in order to meet the needs of collective stakeholders. These include:

- **developing and implementing a comprehensive communications strategy:** Ongoing communication is required with all project stakeholders. Since they have varying understandings and expectations for the Village, each requires a specific communication strategy. The continuation of the capital campaign, ground breaking, and opening celebrations will be part of the communication planning.
- **finalizing building design decisions:** Many aspects of building design will influence the development of joint programming, client services, and sharing of resources within the building. Conversely, commitments to cooperate in these areas made prior to construction will influence building design. Recognizing that many of the project's benefits will be evolutionary, it is necessary to achieve agreements about design that will foster joint usage, maintain an adequate amount of autonomous space for each agency, allow for growth in each area, and satisfy those stakeholders who are most concerned with occupancy cost savings. Decisions regarding the utilization of shared space and resources, the use of technology, tenant agency space, environmental efficiencies, common area furnishings, parking, and security are all aspects of this task.

- **joint programming and service delivery:** The “Memorandum of Understanding” outlines a process for planning of joint client and administrative programs and services. The memorandum must be implemented and issues integral to the memorandum which require attention, such as confidentiality and conflict of interest, issues related to treatment modalities, and the inclusion of differing organizational cultures, must be addressed. Relationships must be managed, rather than boundaries created.
- **outcome measurements:** Success of the project will be defined differently for different stakeholders. Outcome expectations need to be identified clearly and measurements determined.
- **tasks related to construction:** Terms of reference of the building committee have been determined. Other tasks related to construction must be addressed, including building interiors and fittings and move planning and co-ordination.
- **issues of ongoing building operations and management:** Agreements are required for facility management and maintenance. These include developmental work with the Village Board of Directors, determination of an ongoing building management structure and policies, selection of tenant agencies, and finalizing of leases and contracts.

Addressing the Tasks

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The enormity and complexity of the tasks were obvious to the Village Board of Directors. Given the already overwhelming duties of the executive directors and the end of the Muttart Fellowship, they decided to hire a project coordinator on a contract basis for one year. It was further decided that the project coordinator’s role was important enough to warrant the use of capital campaign revenues to fund the position. The executive directors jointly determined the job description and participated in the hiring process.

To develop a comprehensive communications strategy, professional consultation was obtained *pro-bono* from Points West Communication. The strategy developed by communication professionals in consultation with the executive directors cited three objectives:

- **primary objective:** To establish the Community Service Village as “The Village”—symbolizing sharing and social action in Saskatoon.
- **secondary objective:** To establish the Village as a leading model of innovation of community agencies operating efficiently and delivering enhanced human services.
- **tertiary objective:** To establish the Village as a meeting place for community groups.

Points West noted the attractiveness of “the Village” as a brand name.

“Community” is the symbol.

“Village” is the brand

“Service” is the key positioning element.

Using these concepts, the Points West strategy identified key messages and target audiences. A framework was also provided for a “leadership database” which identifies, by category and name, a comprehensive listing of all stakeholders. The database was to become the central, computerized clearing house for managing both stakeholder relations and communication activities. Properly developed and maintained, it could become a simple and effective foundation on which to build a leading-edge communications program.

Committee Structure

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To adequately involve stakeholders in addressing these tasks and foster broad engagement in the ownership of the project, the executive directors recommitted to a committee structure involving staff, boards of directors, and volunteer community consultants. The directors set broad terms guidelines for the committees, but left the details of organization and goal definition to committee members. The executive directors agreed that both the committee process and the end product(s) are equally valuable. That is, the interaction that connects committee members prepares them for living together is as much as the decisions and action, which they may take. The committees were asked to use a collaborative approach in order to learn more about partner agencies, examine many possibilities,

determine collective priorities, plan joint endeavors, and make recommendations to the executive director group. Each committee was requested to start from the perspective of the ideal. The committees included a minimum of one representative from each agency. Community volunteers and consultants were invited as required. Each committee included at least one executive director.

The following committees were formed:

- Program Development Committee

This committee, charged with planning joint program and service delivery, formed three sub-committees:

- Library/Resource Centre
- Innovative/Integrated Programming
- Communications/Team Building

- Technology Committee

The Technology Committee considered joint endeavors in computer technology (software, hardware, internet), telephone systems, photocopiers, *etc.* They addressed technology needs, which could be planned and implemented during the construction phase, as well as ongoing planning and direction of technological innovations for the future.

- Tenant Committee

This committee was charged with promoting third floor rental space and liaising with perspective tenants.

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The following committees remained active during the “construction phase:”

- Finance Committee
- Capital Campaign Team
- Building Committee.

As well, the executive director group continued weekly meetings to oversee the entire process and to provide direction to the project coordinator. Monthly meetings to reflect on the overall process with a view to ensuring overall project excellence also were held.

Conclusion

Conclusion

The Community Service Village project has been an adventure—an exciting, frustrating, exhausting, and exhilarating one. It has been a process of inquiry, planning, reflection, and learning. For those intimately involved in the process, it has permanently changed the way they will work in the future. The act of creating, arriving at new insights, and setting goals in cooperation with other people is powerful. It is fitting that they acquire this power at a time when the community is most in need of new approaches and new solutions, and as we enter a new millennium.

Construction began in the spring of 2000. Timelines have continually been pushed back. Every aspect of the project has taken longer than estimated. Time has been a big factor, however, in building trust among the partners, reaching consensus, and building a sense of ownership. Partners have taken the time to listen to each other, to the community, to the funders, and to think creatively. Many formal and informal links have been created. Successful collaboration needs patience, creativity, and great people skills.

The adventure will not be over simply by moving into the building. The more challenging collaboration will occur when the agencies begin to live with one another and the concrete plans, as well as the good intentions, for significant changes will be addressed. The Saskatoon Community Service Village is a unique co-location project. It has been driven proactively by community agencies, not in response to crisis nor direction by funders, but by foresight. It has been a uniquely long planning process with many problems to solve and obstacles to overcome, with the result that working relationships and the ambition to succeed among the executive directors and the boards of directors are exceptionally strong. Our hopes for the future are uniquely ambitious and we look forward to realizing them.

Endnotes

Introduction

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Chapter 1

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**Appendix 1
Executive Summary
YWCA of Saskatoon
Colocation Study
– April 1997**



YWCA

of Saskatoon

Colocation Study

April 1997

Dianne Manegre ❖ Deborah Fortosky

Executive Summary

Since its incorporation in 1910, the YWCA of Saskatoon has existed to meet the changing needs of women and their families. Like most community based organizations, the YWCA faces the challenge of meeting increasing demand for services with fewer dollars. Without a significant change in its structure or operations, the YWCA believes that it will be financially vulnerable over the longer term. The YWCA decided to study colocation because of the opportunities it might offer to strengthen itself and other community based organizations in the city, and to improve the services offered to the community.

Colocation brings organizations together to share space and resources, allowing them to reduce overhead costs, develop better coordination of programs and fundraising, and increase the accessibility of services to the community. Through colocation, the YWCA hopes to revitalize its downtown location. It hopes to share some of the overhead associated with its building, and to enter into other mutually beneficial sharing arrangements with other collocated organizations.

Factors considered in the process of identifying potential partners included the following:

- A mission that was compatible with the YWCA's mission, *"Meeting the changing needs of women and their families"*
- An operating philosophy that supports inclusiveness
- An ability to realize operating synergies
- The selection of partners based on community needs

Member agencies of the Saskatoon Women's Resource Centre were provided as a starting point for identifying potential partners. The following are the potential partners identified to date, and the level of commitment they have each expressed in colocation with the YWCA:

Big Sisters	Very interested	Saskatoon Council on Aging	Very interested ¹
Catholic Family Services	Very interested	Saskatoon Family Service Bureau	Very interested
Planned Parenthood	Very interested	Saskatoon Housing Coalition	Very interested
Queen Street Chiropractic Group	Definitely interested	Saskatoon Society for Autism	Very interested
Saskatoon Community Mediation Services	Very interested	Sexual Assault Services of Saskatchewan	Very interested

¹ While the Saskatoon Council on Aging is very interested in exploring the concept of colocation, uncertainty related to funding may limit its ability to make a commitment to colocation at this time.

The recommended structure for managing the colocated facility is to establish a separate non-profit organization to own and operate the facility. The majority of the positions on the board of directors of the non-profit organization would include all of the stakeholders that agree, in some fashion, to bear the risks and benefits of ownership. The board would also include a minority number of positions for those tenant organizations who are unable, or unwilling, to assume the risks and benefits of ownership. This structure, combined with creative agreements to share risks, and strong, committed partners will help to mitigate the risk that the non-profit organization would sustain losses. This type of structure would be supportive of the development of a collaborative relationship among colocated organizations and other stakeholders, and provide the structure necessary to set strategic goals as a group.

In order to ensure that other sharing arrangements are developed and implemented, a structure needs to be in place. Separate committees should be established, and should report, through an overall management team, to the board of directors of the umbrella organization. Adequate resources dedicated to the process of colocation will ensure its success. It is therefore recommended that the non-profit organization hire a facilitator to assist in implementing various sharing arrangements.

Critical success factors for the project include the following:

- Ability to obtain capital
- Involvement of the Department of Social Services
- Obtaining the commitment of key partners
- Involvement of organizations representing a full continuum of services
- Ability of the YWCA to engage other stakeholders in sharing risk
- Ability of the YWCA to retain partners
- Ability to develop and implement sharing arrangements
- Support of funders to channel colocation savings to other needed areas

The next steps in colocation may include the following:

- Determine if colocation will proceed as part of a mixed residential / commercial development
- Develop a concept paper on colocation
- Determine space requirements and building design
- Establish a separate non-profit organization
- Establish a Capital Fundraising Committee
- Hire a facilitator
- Develop a common vision for sharing arrangements
- Encourage and foster the building of a trusting relationship among the staff, board, and volunteers of potential partners

Appendix 2
Memorandum of
Understanding
– May 1999

MEMORANDUM OF UNDERSTANDING

BETWEEN: “Partner agencies” of the Saskatoon Community Service Village:

Catholic Family Services of Saskatoon
Saskatoon Family Service Bureau
Saskatoon Sexual Assault and Information Centre
Saskatoon Crisis Intervention Services, Inc.
United Way of Saskatoon
YWCA of Saskatoon

PURPOSE:

The purpose of this Memorandum of Understanding is to establish a process and a timetable for communication among the above listed “partner agencies” of the Saskatoon Community Service Village concerning development of joint client and administrative programs and services. The goal of this Memorandum of Understanding is to fully realize the improvements and efficiencies that can be realized as a result of co-location of agencies in the Saskatoon Community Service Village.

WHEREAS:

The partner agencies have adopted the following guiding principles:

- a. Partner agencies provide a welcoming environment of accessible programs and services that promote empowerment and mutual support.
- b. Partner agencies make committed and vigorous efforts to listen and learn from each other to strengthen and enhance the long term sustainability of our services and programs for the community.
- c. Partner agencies make efforts to work collectively for the common good while maintaining the diverse character of our individual agencies.
- d. Partner agencies value mutuality and reciprocity in all our work.
- e. Partner agencies believe that appropriately trained and resourced staff are key to effective and efficient service provision.

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IT IS AGREED THAT:

1. The partner agencies will work towards ensuring that all services and programs offered in the Saskatoon Community Service Village will be comprehensive, coordinated and accessible to clients.

2. Building on discussions and initiatives that have occurred during the planning phase of the Saskatoon Community Service Village, continued planning will occur in two phases. During Phase I representatives of the partner agencies will continue to meet a minimum of once per month during construction phase and during the first year of co-location in the Saskatoon Community Service Village to make recommendations concerning joint endeavors including, but not limited to, the following areas:

2.1 Client Services and Programming

- a. Centralized and coordinated case management services for clients who have multiple needs and who require the services of more than one agency to effectively address those needs.
- b. Expansion and coordination of family violence programming, including centralized intake, and family violence outreach.
- c. Strengthening of referral services and linkages between crisis intervention services and short term and long term follow-up care.
- d. Development of enhanced child care and parent education programs, including expansion of day care facilities for agency programs.
- e. Integration of recreational facilities of the YWCA into the program areas of partner agencies in order to enhance therapeutic approaches, particularly in programs for youth and seniors and Employee and Family Assistance Programs.
- f. Coordination of employment, counselling and parenting programs for young adults.
- g. Joint staffing of nighttime services of the YWCA Crisis Shelter and of Crisis Intervention Services.
- h. Coordination of critical incident and tragic event responses and emergency preparedness.

2.2 Administration, Management and Human Resources

- a. Development of a shared resource library and data base.
- b. Consolidation of financial management services.
- c. Joint communication and marketing resource development.
- d. Cooperation and resource sharing in the areas of professional staff development and recruitment.
- e. Improved benefits for agency personnel through rationalization of benefit plans.
- f. Exploration of shared staffing and staffing exchange models.

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2.3 Volunteer and Community Initiatives

- a. Continuing and strengthening support and mentoring of newly established initiatives and services which address issues of concern to clients of the partner agencies.
- b. Support to the United Way in the establishment of a Volunteer Centre to provide recruitment, training and development services to all community organizations.
- c. Improved support to educational programs by shared placement for professional student practicums and intern placements.

3. Phase II will be the process of prioritization and implementation of recommendations generated during Phase I. The Boards of Directors of each organization shall consider the recommendations and agree to implement any recommended changes to existing services or any recommendations concerning the establishment of new services which are in accordance with their individual mission and values and which they agree will result in efficiencies in client service and/or administrative functions.

4. All new programming initiatives will be reviewed by partner agencies from the perspective of potential shared programming. Given the state of environmental change, it is expected that partner agencies will be approached by other entities attempting to build program and service partnerships. The partner agencies agree to inform one another of all these contacts and discussions and to include them in the partnership planning process and/or assess them in accordance with agreements in place at that time.

5. The process of development of collaborative and jointly delivered programs and services will be ongoing and open ended.

6. All initiatives will incorporate evaluative criteria and processes.

7. During the planning process and development of jointly delivered programs and services, the partner agencies will exchange information that may be sensitive or proprietary. All such information will be kept confidential and will not be used to the detriment of any party.

8. This Memorandum of Understanding will be a blueprint for service provision which is client-centered in focus, cooperative in development, respectful in application and effective in resolution.

SIGNED THIS 31st DAY OF MAY 1999.

“Rhonda Gough”

on behalf of Catholic Family Services
of Saskatoon

“Kathi Cridland”

On behalf of the Saskatoon Sexual
Assault and Information Centre

“Arla Gustafson”

on behalf of the United Way of Saskatoon

“Terri Woods”

on behalf of the Saskatoon Family
Service Bureau

“Bob Sims”

on behalf of Saskatoon Crisis
Intervention Services

“Anne Campbell”

on behalf of the YWCA of Saskatoon

Appendix 3
Saskatoon Community
Service Village
Financial Projections
– November 1998

FINANCIAL PROJECTIONS

Saskatoon Community Services Village
Unaudited - See Notice to Reader

For the Three Years Ended - Year One, Year Two, Year Three

NOTICE TO READER

To the members of
Saskatoon Community Services Village (“SCSV”)

We have compiled the financial projection of SCSV consisting of a Combined Balance Sheet, Combined Statement of Revenue, Expenses and Surplus, and Combined Statement of Cash Flows, for the years ending Year One, Year Two, and Year Three using assumptions, including the hypothesis set out in note 6 with an effective date of November 25, 1998, and other information provided by management. This engagement was performed in accordance with the applicable guidance on compilation of a financial projection issued by The Canadian Institute of Chartered Accountants.

A compilation is limited to presenting, in the form of a financial projection, information provided by management and does not include evaluating the support for the assumptions, including the hypothesis, or other information underlying the projection. Accordingly, we do not express an opinion or any other form of assurance on the financial projection or assumptions, including the hypothesis. Further, since this financial projection is based on assumptions regarding future events, actual results will vary from the information presented, even if the hypothesis occurs, and the variations may be material. We have no responsibility to update this communication for events and circumstances occurring after the date of this communication.

Saskatoon, Canada
November 25, 1998

Ernst + Young LLP
Chartered Accountants

Saskatoon Community Services Village

BALANCE SHEET

As at year end

Unaudited - See Notice to Reader

	Year One \$	Year Two \$	Year Three \$
ASSETS			
Current			
Cash	34,388	72,201	109,144
Accounts receivable	16,481	13,441	13,389
Total current assets	50,869	85,642	122,533
Prepaid rent to YWCA for land	250,000	250,000	250,000
Building	1,715,319	1,681,013	1,647,392
Common area furniture	18,457	16,981	15,622
Start up costs	21,227	19,527	17,966
	2,055,872	2,053,163	2,053,513
LIABILITIES AND MEMBERS' SURPLUS			
Accounts payable	12,522	9,463	9,463
Mortgage/term debt [note 6(a)]	493,454	486,622	479,243
	505,976	496,085	488,706
Members' Surplus			
Restricted funds	1,543,000	1,543,000	1,543,000
Unrestricted funds	6,896	14,078	21,807
	1,549,896	1,557,078	1,564,807
Total liabilities and members' surplus	2,055,872	2,053,163	2,053,513

See accompanying notes



Saskatoon Community Services Village

STATEMENT OF REVENUE, EXPENSES AND SURPLUS

Year ended Unaudited - See Notice to Reader

	Year One \$	Year Two \$	Year Three \$
Revenue			
Annual membership fees	350	350	350
Occupancy fees	46,309	46,309	46,309
Common area maintenance fees	161,512	161,297	160,668
	208,171	207,956	207,327
Expenses			
Amortization/capital reserve	37,998	37,481	36,541
Bank and service charges	120	120	120
Equipment rental <i>[note 6(c)]</i>	—	—	—
Building operations and facility management	98,200	98,200	98,200
Financial management	6,000	6,000	6,000
Insurance	4,240	4,240	4,240
Postage, courier, office supplies	600	600	600
Parking <i>[note 6(c)]</i>	—	—	—
Professional fees	4,400	4,400	4,400
Property taxes <i>[note 6(b)]</i>	—	—	—
Reception services	9,954	10,256	10,567
Telephone system <i>[note 6(c)]</i>	—	—	—
	161,512	161,297	160,668
Net revenue before interest expense	46,659	46,659	46,659
Interest on mortgage <i>[note 6(a)]</i>	39,763	39,476	38,930
Net revenue	6,896	7,183	7,729
Surplus			
Surplus, beginning of year	1,543,000	1,549,896	1,557,078
Net revenue	6,896	7,183	7,729
	1,549,896	1,557,079	1,564,807
Surplus is comprised of:			
Restricted fund <i>[note 5]</i>	1,543,000	1,543,000	1,543,000
Unrestricted fund	6,896	14,078	21,807
	1,549,896	1,557,078	1,564,807

See accompanying notes



Saskatoon Community Services Village

STATEMENT OF CASH FLOWS

Year ended

Unaudited - See Notice to Reader

	Year One	Year Two	Year Three
	\$	\$	\$
OPERATING ACTIVITIES			
Net revenue	6,896	7,183	7,729
Amortization	37,998	37,481	36,541
Change in non-cash working capital items	(3,959)	(19)	52
Cash provided by operating activities	40,935	44,645	44,322
FINANCING ACTIVITIES			
Principal payments on mortgage	(6,546)	(6,833)	(7,379)
Cash used in financing activities	(6,546)	(6,833)	(7,379)
Net increase in cash, during the period	34,389	37,812	36,943
Cash position, beginning of period	—	34,388	72,201
Cash position, end of period	34,389	72,200	109,144

See accompanying notes

NOTES TO FINANCIAL PROJECTIONS

November 1998

Unaudited - See Notice to Reader

1. COMMENT ON THE PROJECTION

This financial projection is based on the organization's planned course of action given management's judgment as to the most probable set of economic conditions to be encountered, together with the hypothetical assumption which is consistent with the purpose of the projection. However, unanticipated events and conditions may occur; therefore the actual results achieved during the years covered by the projection will vary from the projected results and the variations may be material.

2. PURPOSE OF THE PROJECTION

This projection has been prepared for financing and fundraising purposes. It may not be updated as actual results or new information becomes known.

3. THE ORGANIZATION

The Saskatoon Community Services Village will become a legal entity once financing has been approved. The SCSV will be structured as a membership based not for profit organization. The SCSV represents a group of not for profit community based organizations in Saskatoon who see significant benefits from co-locating in one building. The SCSV vision statement follows.

Vision

"The SCSB exists to enhance the quality of life and services for the community. Through collaboration, cooperation, sharing of resources, social responsibility, and mutual respect, members seek effective and sustainable means to provide quality community services."

4. SIGNIFICANT ACCOUNTING POLICIES

[a] Long-term assets

Capital assets are recorded at cost. Normal repairs and maintenance expenditures are expensed as incurred.

NOTES TO FINANCIAL PROJECTIONS

November 1998

Unaudited - See Notice to Reader

4. SIGNIFICANT ACCOUNTING POLICIES - continued

[b] Amortization

Assets are amortized as follows:

Furniture	8%
Building	2%
Start up costs	8%

[c] Revenue Recognition

Restricted contributions are recognized as revenue of the appropriate fund in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue of the appropriate fund when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

[d] Fund accounting

A fund is a separate self-balancing group of accounts provided for each accounting entity established within an accounting system, and which segregates transactions of a particular activity. These funds are:

Operating Fund

The Operating Fund contains the current revenues, expenses, assets and liabilities pertaining to the general operations of the organization.

Capital Fund

The Capital Fund contains the capital assets and long-term debt pertaining to the Capital Fund.

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5. RESTRICTED SURPLUS

All capital donations which are received from the capital building campaign have been restricted and included in the restricted fund account.

Saskatoon Community Services Village

NOTES TO FINANCIAL PROJECTIONS

November 1998

Unaudited - See Notice to Reader

6. HYPOTHESIS

This projection is based on the following hypothesis with an effective date of November 25, 1998:

- (a) The SCSV will incur land lease, building and renovation costs of \$2,000,000. To complete this transaction the SCSV will obtain a mortgage of \$500,000, with the remaining costs being financed through capital contributions of donors. The mortgage will be amortized over a period of 25 years at an average rate of 8%.
- (b) It is assumed that the property will be exempt from property tax.
- (c) Each agency will be responsible for their own office equipment, telephone and parking.

7. DETAILED FINANCIAL PROJECTION ASSUMPTIONS

Further detailed assumptions used to compile the financial projection and the detailed financial projections are available upon request.

Appendix 4
Saskatoon Community
Service Village
Guiding Principles
– November 1997

GUIDING PRINCIPLES

Preamble: This community of not-for-profit organizations recognizes the respective missions of the founding partners as the impetus for the development and creation of the Saskatoon Community Service Village.

Catholic Family Services:

"...exists to enhance the quality of life to all community members through counselling, caring, commitment and service."

Saskatoon Family Service Bureau:

"...works to develop and support communities where all persons have safe, healthy and respectful relationships."

Sexual Assault Information Centre:

"...to promote a community free of sexual violence and its effects. To promote healing and empowerment of those who have experienced sexual violence."

Tamara's House

"...is a community-based organization dedicated to supporting the complete healing of female survivors of child sexual abuse."

United Way

"...exists to promote the organized capacity of people to care for one another."

YWCA of Saskatoon:

"...exists to meet the changing needs of women and their families."

Our Mission Statements reflect the following principles that guide our ACTIONS.

- * **Accessibility** - our organizations provide a welcoming environment of accessible services and programs that promote empowerment and mutual support
- * **Collaboration** - our organizations make committed and vigorous efforts to listen and learn from each other to strengthen and enhance the long-term sustainability of our services and programs for the community
- * **Partnership** - our organizations make efforts to work collectively for the common good while maintaining the diverse character of our individual agencies
- * **Responsible Participation** - our organizations value mutuality and reciprocity in all our work

**Appendix 5
Certificate of
Incorporation**

**Articles
of Incorporation**

Bylaws

**Unanimous Member
Agreement**



Saskatchewan
Justice
Corporations
Branch

213397
Corporation Number

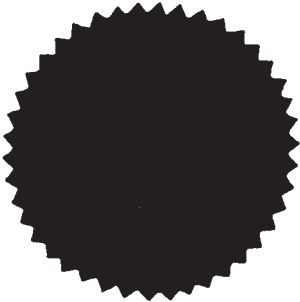
Certificate of Incorporation

The Non-profit Corporations Act, 1995

I hereby certify that

SASKATOON COMMUNITY SERVICE VILLAGE INC.

is this day incorporated and registered under *The Non-profit Corporations Act, 1995*.

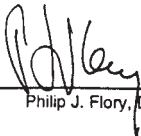


Given under my hand and seal

this 28th day

of May, 1999

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Philip J. Flory, Director

Articles of Incorporation

(Section 6 of the Act)

Corporations Branch

1. Name of Corporation: **SASKATOON COMMUNITY SERVICE VILLAGE INC.**

2. The municipality in which registered office is to be situated:

SASKATOON, Saskatchewan

3. The classes of membership: The attached Schedule I is incorporated in this form.

4. Right, if any to transfer membership interest: None.

5. Number (or minimum and maximum number) of directors:

A minimum of three (3) and a maximum of twenty (20) directors.

6. The corporation is: a membership corporation a charitable corporation

7. Restrictions, if any, on activities the corporation may carry on or on the powers the corporation may exercise: As set out in the attached Schedule II.

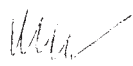
8. Persons to whom remaining property is to be distributed in the course of liquidation and dissolution of the corporation:

Upon the dissolution of the Corporation and after payment of all debts and liabilities, its remaining property shall be distributed to such registered charitable corporation or organization as determined by the members in a duly convened meeting.

9. Other provisions, if any: The attached Schedule III is incorporated in this form.

10. Incorporators:

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Name in full	Place of residence, giving street and number or R.R. number and post office	Signature
P.J. Haidenger-Bains, Q.C.	600, 105 Twenty-First Street East Saskatoon, SK S7K 0B3	

SCHEDULE I

The classes of membership for the Corporation are as follows:

1. Class A Membership, which has the following rights, privileges, and restrictions:
 - a) Class A memberships may be issued from time to time by resolution of the Board of Directors in such number, to such persons or class of persons, as the Board of Directors may from time to time determine.
 - b) Each Class A member is entitled to vote at all meetings of the members of the Corporation, with each Class A member having a single vote.

SCHEDULE II

Restrictions on Activities

1. The corporation is restricted to carrying on only those activities which are for the following charitable purposes:

To provide office space, facilities and services for the purpose of collectively housing organizations engaged in delivery of community services in the City of Saskatoon and its surrounding region, and which are:

 - a) Charities registered under the provisions of the Income Tax Act (Canada); or
 - b) municipal, provincial, or federal government agencies which are engaged in activities which are for:
 - i) the relief of poverty;
 - ii) the advancement of education; or
 - iii) other activities which are generally beneficial to the community and of a charitable nature.
2. For the purpose of carrying on the activities described in paragraph 1, the Corporation shall have all of the rights, powers and privileges of a natural person, including (but not limited to), the right, power and privilege to:
 - a) Buy, lease, or otherwise acquire any real or personal property;
 - b) Borrow money, and for that purpose to grant security as it sees fit;
 - c) Sell, lease, sub-lease and licence or otherwise dispose of any of its real or personal property;
 - d) Enter into contracts as it sees fit; and
 - e) Raise funds, accept gifts, grants, legacies and devises, and apply for grants.
3. The corporation shall be carried on without the purpose of gain for its members, and any profits of the corporation shall be used for the purpose of its permitted activities.

SCHEDULE III
Other Provisions

1. Directors shall not receive any remuneration for their services; but, by resolution of the Board of Directors, directors may be reimbursed for expenses incurred in carrying out their duties as directors.
2. A member entitled to vote at a meeting of members is entitled to appoint a proxyholder and one or more alternate proxyholders. The proxyholder is not required to be a member of the Corporation.
3. The authority of the directors and other matters related to the operation of the Corporation are subject to the terms of a unanimous member agreement, as amended or replaced from time to time.

CONSTITUTION AND BYLAW NO. 1

The Constitution and bylaws relating generally to the conduct of the affairs of the *Saskatoon Community Service Village Inc.*

IT IS HEREBY ENACTED as a Bylaw of the Saskatoon Community Service Village Inc. (called the "Corporation") as follows:

PART I - GENERAL

1.1 Definitions

In this Bylaw and all other Bylaws of the Corporation, unless specifically defined herein or the context otherwise specifies or requires, all terms which are defined in the Act should have the meanings given to such terms in the Act, and in particular:

- a) **"Act"** means *The Non-Profit Corporations Act 1995*, S.S.1995 c.N-4.2, as from time to time amended, and every statute that may be substituted therefore and, in the case of such amendment or substitution, any reference in the Bylaws shall be read as referring to the amended or substituted provisions thereof;
- b) **"Articles"** means the articles of the Corporation from time to time in force and effect;
- c) **"Board"** means the board of directors for the Corporation;
- d) **"Building"** means the building to be constructed on the property immediately adjacent to the Young Women's Christian Association of Saskatoon (or any condominium unit encompassing the same), and in which voting members of the Corporation will be tenants;
- e) **"Bylaws"** means all Bylaws of the Corporation from time to time in force and effect;
- f) **"President", "Secretary", and "Vice-President"** shall mean those persons from time to time appointed by the Board to hold those designated offices; and
- g) **"YWCA Property"** means the building of the Young Women's Christian Association of Saskatoon which is located on the property immediately adjacent to the Building, or any condominium unit encompassing the same.

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PART II - REGISTERED OFFICE

2.1 Location

The Corporation may from time to time by resolution of the Board change the location of the registered office of the Corporation.

PART III - CORPORATE SEAL

3.1 Seal

The corporate seal of the Corporation shall be such as the Board may by resolution from time to time adopt.

PART IV - EXECUTION OF CONTRACTS

4.1 Signing Officers

Contracts, documents or instruments in writing requiring execution by the Corporation shall be signed by the President and Secretary of the Corporation. Subject to such limitation as may from time to time be set out by the members in writing, the Board is authorized to appoint from time to time, by resolution, any officer or officers or any other person or persons on behalf of the Corporation either to sign contracts, documents or instruments in writing generally or to sign specific contracts, documents or instruments in writing. All contracts, documents or instruments in writing so signed shall be binding upon the Corporation without any further authorization or formalities.

PART V - MEMBERSHIP INTERESTS

5.1 Issuance

Subject to any unanimous member agreement, membership interests in the Corporation may from time to time be issued by resolution of the Board in such number, on such terms and conditions and to such persons or class of persons as the Board may determine and as may be permitted by the Articles.

5.2 Certificates

Membership certificates shall, subject to compliance with the Act, be in such form as the Board may from time to time by resolution approve and such certificates shall be signed by any officer of the Corporation so authorized.

5.3 Termination of Memberships

Subject to the Articles and Bylaws, the membership interest of a voting member is not transferable and is terminated in the manner permitted by the Act when:

- a) the member is no longer a tenant in the Building or the YWCA Property;
- b) the member's charitable status is revoked;
- c) the member resigns; or
- d) the Corporation is liquidated or dissolved under the Act.

PART VI - MEMBERS' MEETINGS

6.1 Location

Meetings of members of the Corporation shall be held at such location in the Province of Saskatchewan as the Board of Directors may from time to time determine.

6.2 Calling of Meetings

Subject to the provisions of any unanimous member agreement, the Board of Directors shall call an annual meeting of members not later than 15 months after holding the last preceding annual meeting; and may at any time call a special meeting of members.

6.3 Notice of Meeting

Notice of the time and place of a meeting of members shall be given, not less than 15 days or more than 50 days before the meeting:

- a) to each member entitled to vote or otherwise receive notice of the meeting;
- b) to each director; and
- c) to the auditor of the Corporation;

in the manner as permitted by the Act or these Bylaws.

6.4 Documentation at Annual Meeting

Subject to the Act, the Board of Directors shall place before the members at every annual meeting:

- a) financial statements as prescribed by the Act; and
- b) the report of the auditor, if any.

The directors shall additionally publish prior to the annual meeting a notice that the above documents are available at the registered office of the Corporation to be examined during the usual business hours of the Corporation by any person and that person may make extracts therefrom free of charge.

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6.5 Quorum

A quorum for any meeting of the members shall be those members present and entitled to cast a majority of the total number of votes at such meeting, irrespective of the number of persons actually present at the meeting. No business shall be transacted at any meeting unless the requisite quorum present at the commencement of such meeting, provided that if a quorum is present at the commencement of a meeting a quorum shall be deemed to be present during the remainder of the meeting.

6.6 Adjournment

The chair of the meeting may, with the consent of the meeting, adjourn any meeting of the members from time to time to a fixed time and place, and provided such adjournment is for less than 30 days, no notice of the time and place for the holding of the adjourned meeting need be given to the members other than by announcement at the earliest meeting that is adjourned. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and if a quorum is present thereat. The persons who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

6.7 Right to Vote

Subject to the provisions of the Act and the Articles, at any meeting of the members, every person shall be entitled to vote at the meeting who at the time is entered in the register of members as the holder of an interest carrying the right to vote at such meeting.

6.8 Corporate Members

Any member that is a body corporate entitled to vote at a meeting of members may, by means of a resolution or other form of appointment, appoint a duly authorized representative, who may be elected as a director of the Corporation. All documents or resolutions requiring authentication by signature of such body corporate in its capacity as a member of the Corporation, shall be sufficiently authenticated if signed by such representative, and in such case it shall not be necessary for the representative to be designated as such nor shall it be necessary to name the body corporate he or she represents.

6.9 Votes to Govern

At any meeting of the members, unless a special resolution or some other special majority is required by the Act or the Articles, all questions shall be decided by the majority of votes cast on the question. In case of an equality of votes, either upon a show of hands or upon a poll, the chair of the meeting shall be entitled to a second or casting vote.

6.10 Voting

Unless a ballot is demanded, voting at a meeting of the members shall be by way of show of hands. Upon a show of hands each person present and entitled to vote at a meeting shall have one vote and a declaration by the chair of the meeting that any question has been carried, carried by a particular majority, or not carried, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion and the result of the vote so taken and declared shall be the decision of the members upon the said question.

The chair of the meeting or any member may require or demand a ballot upon any question, but such requirement or demand may be withdrawn at any time prior to the taking of the ballot. Any ballot shall be taken in such manner as the chair of the meeting shall direct. On a ballot, the members present in person or by proxy shall be entitled, in respect of the membership which the member is entitled to vote at the meeting upon the question, to the number of votes provided by the Articles and the result of the ballot so taken shall be the decision of the members upon the said question.

6.11 Presiding Officers

The chair of any meeting of the members shall be the President or in his or her absence, the Vice-President. In the absence of either such officers, the members shall choose one of the directors, and in the absence of any directors, one of its number to chair the meeting. The secretary of the meeting shall be the Secretary of the Corporation. Notwithstanding the above, the chair of the meeting may appoint a person, who need not be a member, to act as secretary of the meeting.

PART VII - DIRECTORS

8.1 Number and Qualifications

There shall be a board of directors consisting of the number prescribed by the Unanimous Member Agreement and the Articles, at least two of whom are not officers or employees of the Corporation or its affiliates. All such directors must meet the qualifications stated in the Act and Articles. A majority of the directors of the Corporation shall be resident Canadians and at least one director shall reside in Saskatchewan.

8.2 Powers

Subject to any unanimous member agreement, the Board shall manage or supervise the management of the affairs and business of the Corporation and may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

8.3 Vacancies

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Subject to the Act, the Articles, and any unanimous member agreement, a quorum of directors may fill a vacancy among the directors, except a vacancy resulting from an increase in the number or minimum number of directors or from a failure to elect the number or minimum number of directors required by the Articles. Where there is a vacancy or vacancies in the Board, the remaining directors may exercise all the powers of the Board so long as a quorum of the Board remains in office.

8.4 Removal by Members

Subject to the Act, the members of the Corporation may by ordinary resolution at a special meeting remove any director from office.

8.5 Term

Subject to the Articles and any unanimous member agreement, the members entitled to vote shall elect directors to hold office for a term not exceeding three years. It is not necessary that all directors elected at a meeting hold office for the same term. A director not elected for an expressly stated term ceases to hold office at the close of the first annual meeting of members following such director's election.

8.6 Employment of Director or Officer

Any director of the Corporation may be employed by the Corporation, or directly or indirectly render services to the Corporation, and receive reasonable remuneration for services rendered in such capacity. The director, however, must have disclosed his or her interest in the contract of employment or for services to the directors' meeting at which the contract is first considered. The director may vote on any motion to approve such contract, as permitted by the Act.

8.7 Investment

Subject to the Act, the limitations contained in any gift and the Articles, the Board may invest the funds of the Corporation only in shares, debentures, bonds, mortgages and other financial instruments in which trustees are permitted by law to invest.

PART VIII - MEETINGS OF DIRECTORS

9.1 Place and Convening of Meetings

Meetings of the Board and of any committee of the Board may be held at any place within Canada. The Board or any committee may by resolution appoint a day or days, an hour and place at which regular meetings will be held ("Regular Meetings"). Other meetings of the Board of Directors may be convened by the President, or in his or her absence by the Vice-President, or by any four directors, and the Secretary shall, upon direction of any of the foregoing, convene a meeting of the Board of Directors. A meeting of any committee may be convened by the chair of the committee or any two members of the committee and the Secretary shall, upon the direction of either of the foregoing, convene a meeting of the said committee. Except as otherwise provided by the Act and the Bylaws the directors, either as a Board or as a committee thereof, may convene, adjourn and otherwise regulate their meetings as they think fit.

9.2 Notice

No notice needs to be given of Regular Meetings, provided all directors have received notice of the resolution establishing or changing such Regular Meetings. Subject to section 8.10, notice of the time and place of other meetings of the Board and of any committee of the Board shall be given in the manner provided in these Bylaws to each director not less than four days in the case of personal delivery or seven days in the case of delivery by mail, before the time when the meeting is to be held, provided that meetings of the Board or of any committee of the Board may be held at any time without formal notice if all the directors are present (including present by way of telephone participation) or if all the absent directors waive notice. For the first meeting of the Board or of any committee of the Board to be held immediately following the election of

directors at an annual or general meeting of the Members or for a meeting of the Board or a committee thereof at which a director or member is appointed to fill a vacancy in the Board or committee, no notice need be given to the newly elected or appointed directors in order for the meeting to be duly constituted, provided a quorum is present.

9.3 Adjournment

Any meeting of the Board or of any committee of the Board may be adjourned from time to time by the chair of the meeting, with the consent of the meeting, to an announced time and place and no notice of the time and place for the holding of the adjourned meeting need be given to any director. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and if a quorum is present thereat. The directors who formed a quorum at the original meeting are not required to form the quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment.

9.4 Quorum

Subject to section 8.10, a quorum for any meeting of the Board of Directors of the Corporation shall consist of a majority of the number of directors of the Corporation as elected from time to time.

9.5 Voting

Questions arising at any meeting of directors shall be determined by a majority of votes of the directors present, and in the case of an equality of votes the chair of the meeting shall have a second or casting vote. Unless a ballot is demanded, voting at a meeting of directors shall be by way of show of hands (or, in the case of a telephone conference meeting, by indicating for or against). The declaration by the chair of the meeting that any question has been carried, carried by a particular majority, or not carried, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion and the result of the vote so taken and declared shall be the decision of the Board upon the said question. The chair of the meeting or any director may require or demand a secret ballot upon any question, but such requirement or demand may be withdrawn at any time prior to the taking of the ballot. Any ballot shall be taken in such manner as the chair of the meeting shall direct.

9.6 Presiding Officers

The chair of any meeting of the Board shall be the President, or in his or her absence, the Vice-President. If neither officer is present, the directors shall choose one of their number to chair the meeting.

9.7 Meeting by Conference Telephone

The Board of Directors may participate in meetings by means of conference telephone or similar communications equipment, whereby all directors participating in the meeting can hear each other at the same time, and participation in any such meeting shall constitute presence in person by such director at such meeting.

9.8 Majority of Canadian Directors Present

Except as permitted by the Act, the Board shall not transact business at a meeting of directors unless a majority of directors present are resident Canadians.

9.9 Advisory Members

The Board may invite persons who are not directors to attend meetings of the Board as advisory members. No such advisory member, however, shall have any right to vote at any meeting of the Board.

9.10 Emergency Board Meetings

If, in the reasonable opinion of the President (or where the President is not available, the Executive Committee), a situation arises which requires immediate action by the Board, then the President, or any other executive officer in his absence, may convene a meeting of the Board on such notice as the convenor sees fit. Such meeting shall be comprised of as many directors as are available in person or by telephone, which shall constitute a sufficient quorum for the purpose of conducting the business for which the meeting was called.

PART IX - OFFICERS

10.1 Appointment

The Board may from time to time appoint a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Board may determine. The Board may specify the duties of and, in accordance with this bylaw and subject to the Act, delegate to such officers powers to manage the business and affairs of the Corporation. An officer may but need not be a director and one person may hold more than one office.

10.2 President

- a) The President shall, subject to the authority of the Board, shall have general supervision of the business of the Corporation; and shall have such other powers and duties as the Board may specify.
- b) The President shall be appointed by the Board at the Board meeting next follow the annual general meeting of members, and shall hold office for a one year term or until her or his successor is appointed by the Board. The person appointed as President may not hold successive terms of office, but may be re-appointed as President after having been out of office for a least one year.

10.3 Vice-President

The Vice-President shall be vested with all the powers and shall perform the duties of the President in the absence or disability or refusal to act of the President. The Vice-President shall have such powers and duties as may from time to time be assigned to him or her by the Board.

10.4 Secretary

The Secretary shall attend and be the Secretary of all meetings of the Board and committees of the Board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat. The Secretary shall give or cause to be given, as and when instructed, all notices to members, directors, officers, auditors and members of committees of the Board. The secretary shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and shall have such other powers and duties as the Board may specify.

10.5 Treasurer

The Treasurer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation. The Treasurer shall render to the Board whenever required an account of all his or her transactions as Treasurer and of the financial position of the Corporation; and he or she shall have such other powers and duties as the Board may specify. The Treasurer may be required to be bonded for the faithful performance of his or her duties as the Board in its uncontrolled discretion may require. No director, however, shall be liable for the failure to require any bond, nor for the insufficiency of any bond or for any loss by reason of the failure of the Corporation to receive any indemnity thereby provided.

10.6 Powers and Duties of Other Officers

The powers and duties of all other officers shall be such as the terms of their engagement call for or as the Board may specify.

10.7 Variation of Powers and Duties

The Board may from time to time and subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer.

10.8 Term of Office

The Board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract or in law. Otherwise each officer appointed by the Board shall hold office until his successor is appointed, or until his earlier resignation.

10.9 Conflict of Interest

An officer shall disclose his interest in any material contract or proposed material contract with the Corporation in accordance with the Act.

10.10 Remuneration

Officers who are not directors of the Corporation may receive reasonable remuneration for their services to the Corporation in such amounts as the Board may from time to time determine.

PART X - COMMITTEES

11.1 Committees

The Board may create, and prescribe the duties and terms of reference of, such committee or committees of directors as it may from time to time determine necessary to more effectively permit the efficient direction of the business and affairs of the Corporation. The Board may delegate to such committee or committees any of the powers of the Board except those which under the Act or Articles must be exercised by the Board itself, provided that any such delegation shall not limit the ability of the Board to make decisions on any subject matter so delegated. The procedures of any such committee or committees of the Board shall, except as otherwise determined by the Board, be those applicable to the Board.

11.2 Advisory Members

The Board may appoint persons who are not directors as advisory members of any committee, provided that such advisory members shall have no right to vote in any meeting of any such committee.

11.3 Canadian Majority

The majority of voting members of each committee must be resident Canadians.

11.4 Audit Committee

Where the Corporation solicits money or property from the public, it shall have an audit committee composed of not less than three directors of the Corporation, a majority of whom are not officers or employees of the Corporation.

PART XI - PROTECTION OF DIRECTORS AND OFFICERS

12.1 Indemnification

Except in respect of an action by or on behalf of the Corporation to procure a judgement in its favour, the Corporation shall indemnify the directors and officers of the Corporation, and all former directors and officers of the Corporation, and each person who acts or has acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor, and his or her heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, reasonably incurred by him or her in respect of any civil, criminal or administrative action or proceeding to which he or she is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, where:

- a) he or she acted honestly and in good faith with a view to the best interests of the Corporation; and
- b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful.

12.2 Limitation of Liability

Every director and officer of the Corporation in exercising his or her powers and discharging his or her duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director, officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or on which any of the moneys of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgement or oversight on his part, or for any other loss, damage or misfortune which shall happen in the execution of the duties of his or her office or in relation thereto; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

PART XII - AUDITOR

13.1 Appointment of Auditor

The members of the Corporation entitled to vote shall at each annual meeting appoint an auditor to hold office until the close of the next such meeting. Such auditor shall meet the qualifications prescribed by the Act.

PART XIII - NOTICES

14.1 Manner of Notice

Any notice or document to be given or sent pursuant to the Act, the Articles, the Bylaws, or otherwise to a member or director shall be sufficiently given if delivered personally, or sent by prepaid mail to the member at his or her latest address as shown in the records of the Corporation or to the director at his or her latest address as shown in the records of the Corporation or in the last notice filed at the Corporations Branch of Saskatchewan.

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14.2 Returned Notices

Where notices or other documents required to be given by the Corporation to its members have been mailed to a member at the member's latest address as shown on the records of the Corporation and where, on three (3) consecutive occasions, notices or other documents have been returned by the post office to the Corporation, the Corporation is not required to mail to the member any further notices or other documents until such time as the Corporation receives written notice from the member requesting that notices and other documents be sent to the member at a specified address.

PART XIV- WRITTEN RESOLUTIONS

15.1 Resolutions in Writing

Notwithstanding any of the foregoing provisions of this Bylaw:

- a) any resolution consented to by the signatures of all the directors is as valid and effective as if passed at a meeting of the directors duly called, constituted and held for that purpose; and
- b) any resolution consented to by the signatures of all the members entitled to vote at meetings of the members is a valid and effective as if passed at a meeting of the members duly called, constituted and held for that purpose.

PART XV - AMENDMENT OF BYLAWS

16.1 Amendment of Bylaws

The directors may, by resolution, make, amend or repeal any bylaws that regulate the activities and affairs of the Corporation.

16.2 Approval of Amendment of Bylaws by Members

The directors shall submit a bylaw, or an amendment or repeal of a bylaw to the members at the next meeting of members, and the members may confirm, reject or amend the bylaw, amendment or repeal.

PART XVI - FISCAL YEAR

17.1 Fiscal Year

The fiscal period for the Corporation shall terminate on such date as the Board may from time to time by resolution determine.

ENACTED BY THE BOARD the 8 day of June, A.D. 1999.

[Signature]

 President

[Signature]

 Secretary

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CONFIRMED the 8 day of June, A.D. 1999, by the Members in accordance with the Act.

[Signature]

 Secretary

BYLAW NO. 2

A BYLAW respecting the borrowing of money, the issuing of securities and the securing of liabilities by Saskatoon Community Service Village Inc. (hereinafter called the "Corporation").

IT IS HEREBY ENACTED as a Bylaw of the Corporation as follows:

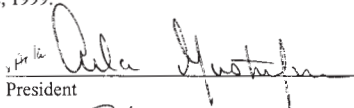
1. Without limiting the borrowing powers of the Corporation as set forth in *The Non-Profit Corporations Act, 1995* of Saskatchewan, the Board may from time to time:
 - a) Borrow money upon the credit of the Corporation;
 - b) Issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantees of the Corporation, whether secured or unsecured;
 - c) Subject to the provisions of *The Non-Profit Corporations Act, 1995*, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
 - d) Mortgage, hypothecate, pledge or otherwise create an interest in or charge upon all or any property (including the undertaking and rights) of the Corporation, owned or substantially acquired, by way of mortgage, hypothecate, pledge or otherwise, to secure payment of any such evidence of indebtedness or guarantee of the Corporation.

Nothing in this section limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.


2. The Board may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board all or any of the powers conferred on the Board by Section 1 hereof or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.
3. This Bylaw shall come into force at, and be effective from, the time of its passing by the Board of Directors.

ENACTED by the Board the 8 day of June, 1999.

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President



Secretary

CONFIRMED the 8 day of June, 1999, by the Members in accordance with the Act.



Secretary

This Agreement entered into the 21st day of May, 1999.

UNANIMOUS MEMBER AGREEMENT

BETWEEN:

YOUNG WOMEN'S CHRISTIAN ASSOCIATION OF SASKATOON, of Saskatoon, Saskatchewan
(referred to as "YWCA")

AND:

SASKATOON'S CRISIS INTERVENTION SERVICE INC., of Saskatoon, Saskatchewan
(referred to as "CIS")

AND:

UNITED COMMUNITY FUNDS OF SASKATOON, of Saskatoon, Saskatchewan
(referred to as "U.Way")

AND:

CATHOLIC FAMILY SERVICES OF SASKATOON, of Saskatoon, Saskatchewan
(referred to as "CFS")

AND:

SASKATOON FAMILY SERVICE BUREAU, of Saskatoon, Saskatchewan
(referred to as "FSB")

AND:

SASKATOON SEXUAL ASSAULT & INFORMATION CENTRE INC., of Saskatoon, Saskatchewan
(referred to as "SAIC")

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AND:

SASKATOON COMMUNITY SERVICE VILLAGE INC., a corporation incorporated under the laws of the Province of Saskatchewan
(referred to as the "Corporation")

RECITALS:

A. The ownership of all issued memberships of the Corporation as of the Effective Date of this Agreement is as follows:

Name of Member	Memberships Owned
YWCA	1 Class A
CIS	1 Class A
U.Way	1 Class A
CFS	1 Class A
FSB	1 Class A
SAIC	1 Class A

B. The parties wish to enter into this Agreement to provide for matters of mutual interest.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the parties covenant and agree as follows:

**ARTICLE ONE
INTERPRETATION**

Section 1.1 Definitions

Where used in this Agreement the following terms have the following meanings:

- a) "Act" means *The Non-Profit Corporations Act 1995*, S.S.1995 c.N-4.2 as amended from time to time, and any statute substituted for the same;
- b) "this Agreement" means this Unanimous Member Agreement, including the attached Schedules, together with any amendments made from time to time;
- c) "Board" means the board of directors of the Corporation;
- d) "Building" means the building to be constructed on the property immediately adjacent to the Young Women's Christian Association of Saskatoon (or any condominium unit encompassing the same), and in which voting members of the Corporation will be tenants;
- e) "Membership" means Membership of the Corporation, whether voting or non-voting;
- f) "Effective Date" means the date of incorporation of the Corporation;
- g) "Parties" means collectively, YWCA, CIS, U.Way, CFS, FSB, SAIC, and the Corporation, and includes any person who may, after the signing of this Agreement, execute a counterpart to this Agreement upon becoming a Member;
- h) "Member" means any person who is the holder of a Membership, and "Members" means more than one Member.

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Words and expressions used but not defined in this Agreement and which are defined in the Act, have the meaning given by the Act.

Section 1.2 Applicable Law

This Agreement is governed by the laws of the Province of Saskatchewan.

Section 1.3 Headings

The division of this Agreement into articles and sections and other subdivisions, the provision of a table of contents, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 1.4 Expanded Meanings

In this Agreement:

- a) the singular includes the plural and the plural shall include the singular; and
- b) the masculine shall include the feminine and neuter, and vice versa;

as the context requires.

Section 1.5 Severability

If any provision of this Agreement is deemed by a court of competent jurisdiction to be wholly or partially invalid, this Agreement shall be interpreted as if such provision had not been part of this Agreement, and so that the validity of such provision shall not affect the validity of the remainder.

**ARTICLE TWO
DECLARATION OF AGREEMENT**

Section 2.1 Effective Date

This Agreement operates in full force and effect as of the Effective Date.

Section 2.2 Unanimous Member Agreement

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This Agreement is a unanimous member agreement and pooled voting agreement as contemplated by the Act. Notice of the existence of this Agreement shall be given as may be permitted or required by the Act.

Section 2.3 Membership Certificate Endorsement

Each membership certificate of the Corporation shall be endorsed with a statement to the following effect:

"The memberships evidenced by this certificate are subject to restrictions on their transfer and their voting rights and to the other provisions of a Unanimous Member Agreement dated the 1st day of May, 1999, between Young Women's Christian Association of Saskatoon, Saskatoon's Crisis Intervention Service, Inc., United Community Funds of Saskatoon, Catholic Family Services of Saskatoon, Saskatoon Family Service Bureau, Saskatoon Sexual Assault and Information Centre and Saskatoon Community Service Village Inc. All transfers, assignments and dealings of any nature or kind whatsoever with these memberships may be made only pursuant to and subject to such restrictions on transfer and voting rights and the provisions of the said agreement."

Section 2.4 Transfer or Encumbrance of Memberships

No Member shall sell, transfer, assign, dispose of, pledge, encumber or otherwise deal with any Membership now or hereafter owned by that Member, except in accordance with the terms and conditions of this Agreement.

Section 2.5 Other Actions

The Parties shall do all acts and things and execute all documents which may be reasonably necessary or advantageous to enforce this Agreement according to its tenor and intent, and shall vote their Memberships from time to time as necessary so as to cause the Corporation to, or to otherwise carry out the terms of this Agreement.

**ARTICLE THREE
MANAGEMENT OF THE CORPORATION**

Section 3.1 Election of Directors

- a) The number of directors shall be two for each Member, and each Member owning a Membership is entitled to have two nominees elected to the Board of Directors of the Corporation. The Members agree to vote their Memberships in the Corporation to elect such nominees as directors of the Corporation.
- b) Where any Member has an Executive Director who is not otherwise a director of the Corporation, each such Executive Director shall be entitled to receive notice of, and attend all meetings of the Board, as a non-voting observer.

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Section 3.2 Removal of Director

- a) Each Member has the right to remove its nominee as director of the Corporation as it sees fit. A Member (the "removing Member") may deliver to the Secretary a notice (the "removal notice") requesting the removal of its nominee from the Board. The Members agree to vote their Memberships in the Corporation to remove the director identified in the removal notice, provided the removing Member has concurrently supplied the name of its new nominee to the Board of the Corporation.

- b) If a Member ceases to own a Membership in the Corporation, the Members shall vote their Memberships to remove all nominees of that Member from the Board of the Corporation.

Section 3.3 Vacancies on the Board of Directors

If there is a vacancy on the board of directors of the Corporation, such vacancy must be filled by the election of a duly constituted meeting of Members or written resolution signed by all of the voting Members; provided however, that the provisions of section 3.1 shall be complied with, with such modification as may be necessary to ensure representation within the spirit and intent of section 3.1. Such meeting shall be held, or such resolution circulated for signature, as soon as it is reasonably possible to do so, following the time of such vacancy.

Section 3.4 Tendering of Cleaning, Maintenance and Property Contracts

All cleaning, maintenance and property management contracts relating to the unleased portions of the Building and having a value of more than \$5,000.00 per year shall be tendered. The YWCA shall be given the opportunity to submit a tender on such contracts. Such contract shall be awarded to the YWCA where it is the lowest qualified bidder. Where YWCA is not the lowest qualified bidder, the Board may, but is not obligated to, award such contract to the YWCA.

Section 3.5 Issuance of Memberships

Class "A" Memberships shall only be issued to those Members who, as of the Effective Date, are parties to this Agreement.

Section 3.6 Member Approval

The Corporation and the Members agree that any action to be taken on any of the following matters shall require the approval of the majority of the Members, of whom at least one of the approving members must be the YWCA:

- a) the taking of any action which will materially affect:
 - i) the shared heating, cooling, electrical, and other systems of the YWCA;
 - ii) entrance and exit of the YWCA, its directors, officers, employees, agents, guests, invitees and members into the YWCA Property;
 - iii) the outside appearance of the Building;
 - iv) the structural integrity of the YWCA;
- b) the removal or construction of any party walls between the YWCA Property and the Building;
- c) the taking of any action which will:
 - i) affect easements for the benefit of the YWCA;
 - ii) result in a breach of the lease of the property upon which the Building is located;

- d) the sale, lease, exchange or other disposition of all or substantially all of the assets of the Corporation or any sale, lease, exchange, or other disposition of any such assets out of the ordinary course of business;
- e) the hypothecation, mortgage, pledge or otherwise encumbering the Corporation's assets or any of them except as may be required by bankers in connection with the Corporation's normal banking activities and arranged lines of credit; and
- f) Any other action which is materially detrimental to the goodwill, reputation or property of the YWCA.

Section 3.7 Disclosure by Members

Each Member shall advise the Board, in sufficient time to allow the Board to consider any required action:

- a) where it believes it is in financial crisis, or it believes that the major source of its funding is or will be in jeopardy;
- b) of its current collective bargaining status, and any subsequent changes;
- c) of any planned or major media attention, before it takes place;
- d) of any anticipated or actual litigation, at the time the Member becomes aware of it;
- e) of any anticipated public processes;
- f) of any unmet tax liabilities of the Member, as they arise; and
- g) of any lapse in current status or any changes in the Member's insurance coverage.

Section 3.8 Consent by Members

The Members shall vote their membership interests and take all other steps necessary to amend the articles, if necessary, for the purpose of ensuring the Corporation can be registered as a charity under the Income Tax Act (Canada).

Section 3.9 Indemnity

- a) The Corporation indemnifies each nominee of a Member who from time to time is a director or officer of the Corporation against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, ("losses") which are incurred by him or her in respect of any civil, criminal or administrative action or proceeding to which he or she is made a party by reason of being or having been a director or officer of the Corporation where:
 - i) He or she acted honestly and in good faith with a view to the best interests of the Corporation; and
 - ii) In the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he or she had reasonable grounds for believing that his or her conduct was lawful.

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- b) The Corporation, with the approval of the court, indemnifies each nominee of a Member who from time to time is a director or officer of the Corporation in respect of an action by or on behalf of the Corporation or body corporate to procure a judgment in its favour, to which any such Member is made a party by reason of being or having been a director or officer of the Corporation or body corporate, against all costs, charges and expenses reasonably incurred by him or her in connection with such action if he or she fulfils the conditions set out in section 3.6(a)(i) and (ii).
- c) Each nominee of the Member is so indemnified in respect of such losses whether he or she is acting as a director or officer of the Corporation at the time such losses are incurred by him or her or he or she has ceased to be such director or officer.

ARTICLE FOUR ALTERNATIVE DISPUTE RESOLUTION

Section 4.1 Negotiation

The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement (including Section 3.6(f)) promptly by negotiation between the disputing Parties. If the matter has not been resolved within 30 days of a Party's request for negotiation, either Party may initiate mediation as provided below.

Section 4.2 Mediation

If the matter has not been resolved by negotiation as provided for in section 4.1, then the Parties shall try to settle the matter by mediation before a qualified, licensed mediator agreed to by the disputing Parties. If the matter has not been resolved within 30 days of a Party's request for mediation, either Party may initiate arbitration as provided below.

Section 4.3 Arbitration

- a) If the matter has not been resolved by mediation as provided for in section 4.2, then either Party may give notice to the other Party requesting arbitration. Within 10 days of receiving such notice, the disputing Parties shall agree upon a single arbitrator. If the Parties cannot agree upon a single arbitrator, then either Party may apply to a judge of the Court of Queen's Bench of Saskatchewan for the appointment of an arbitrator.
- b) The arbitration shall be conducted in accordance with the procedures set out in *The Arbitration Act, 1992* (as amended or replaced from time to time). The decision of the arbitrator shall be rendered within 15 days of the hearing, and shall be final and binding upon the Parties, with no right of appeal. Each Party shall bear its own costs. The fee of the arbitrator shall be divided equally between the disputing Parties.

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Section 4.4 Extension of Deadlines

All deadlines provided for in this Article may be extended by the mutual agreement of the disputing Parties.

**ARTICLE FIVE
GENERAL**

Section 5.1 Termination

- a) This Agreement has an indefinite term, subject to earlier termination in the event of:
 - i) the liquidation, dissolution, winding up or other termination of the corporate existence of the Corporation; or
 - ii) an agreement in writing of all of the Members.

Section 5.2 Notices

- a) Except as otherwise specified in this Agreement, any notice given shall be in writing, and given by delivery in person or by registered mail or telecopier, properly addressed to each party to whom given, with postage charges prepaid. A notice given under any provision hereof is deemed given only when received by the party to whom such notice is directed.
- b) Until changed by notice in writing, the address for service of notice for each party is as follows:

Young Women's Christian Association of Saskatoon
510 - 25th Street East
Saskatoon, SK S7K 4A7

Saskatoon Crisis Intervention Service Inc.
1410 - 20th Street West
Saskatoon, SK S7M 0Z4

United Community Funds of Saskatoon
345A 3rd Avenue South
Saskatoon, SK S7K 1M6

Catholic Family Services of Saskatoon
501 - 201 - 21st Street East
Saskatoon, SK S7K 0B8

Saskatoon Family Service Bureau
443 - 2nd Avenue North
Saskatoon, SK S7K 2C1

Saskatoon Sexual Assault & Information Centre Inc.
333A - 4th Avenue North
Saskatoon, SK S7K 2L8

Saskatoon Community Service Village Inc.
510 - 25th Street East
Saskatoon, SK S7K 4A7

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- c) In determining the number of days for the giving of the notice, the prescribed number of days shall be calculated exclusively of the first day and inclusively of the last; and where the time limited for the giving of a notice falls upon a Saturday, Sunday or statutory or civic holiday, the time so limited extends to the business day first following that day which is not a Saturday, Sunday, statutory or civic holiday in Saskatoon, Saskatchewan.

Section 5.3 Good Faith

The principle of the utmost good faith shall govern the Parties, in all their relations as Members, directors, and officers.

Section 5.4 Conflict with Articles and Bylaws

If this Agreement conflicts with the articles and bylaws, the provisions of this Agreement shall govern. Each Member shall vote or cause to be voted the Memberships owned by him or her as necessary so as to cause the articles and bylaws, or both, as the case may be, to be amended to resolve any such conflict in favour of the provisions of this Agreement.

Section 5.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one instrument.

Section 5.6 Binding upon Heirs and Successors

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective legal and personal representatives, and permitted assigns.

Section 5.7 Time of the Essence

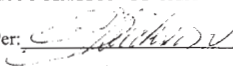
Time shall be in every respect of the essence in this Agreement.

Section 5.8 Independent Advice

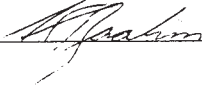
This Agreement has been prepared by the law firm of Robertson Stromberg acting in their capacity as solicitors for the Corporation. Each Member recognizes that these solicitors are unable to give them independent advice on this Agreement and each Member also recognizes that their individual interests may be different from the interests of one or more of the other Members. Each Member has been advised to obtain independent legal advice on this Agreement or any other related matter or concern to them.

IN WITNESS WHEREOF the following Parties have executed this agreement on the day and in the year first written above.

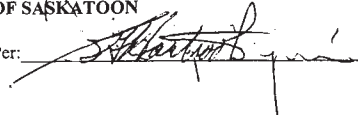
**YOUNG WOMEN'S CHRISTIAN
ASSOCIATION OF SASKATOON**

Per:  _____

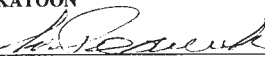
**SASKATOON CRISIS INTERVENTION
SERVICE INC.**

Per: 

**UNITED COMMUNITY FUNDS
OF SASKATOON**

Per: 

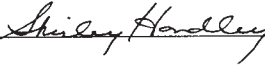
**CATHOLIC FAMILY SERVICES OF
SASKATOON**

Per: 

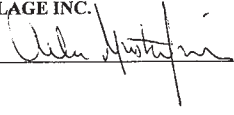
SASKATOON FAMILY SERVICE BUREAU

Per: 

**SASKATOON SEXUAL ASSAULT &
INFORMATION CENTRE INC.**

Per: 

**SASKATOON COMMUNITY SERVICE
VILLAGE INC.**

Per: 

Appendix 6
Fundraising
Presentation Folder



BUILDING A COMMUNITY

EXECUTIVE OVERVIEW

The **SASKATOON COMMUNITY SERVICE VILLAGE** brings six well-established human service agencies under one roof. The six partners in this venture are:

- **Catholic Family Services of Saskatoon** (est. 1940)
- **Saskatoon Crisis Intervention Service** (est. 1980)
- **Saskatoon Family Service Bureau** (est. 1931)
- **Saskatoon Sexual Assault and Information Centre** (est. 1975)
- **United Way of Saskatoon** (est. 1959)
- **YWCA of Saskatoon** (est. 1912)

The Village will be adjacent to the YWCA Building, on 25th Street between 5th and 6th Avenues. The building will provide 20,000 square feet, plus space incorporated from the existing YWCA building.

Several factors have prompted this initiative:

- Social problems in the community have dramatically increased in the past decade.
- The complexity of problems and increasingly diverse population challenges agencies to seek new approaches.
- Governments at all levels have focused on debt reduction, resulting in funding cuts to the charitable sector.



- The economic realities of the times have resulted in fierce fundraising competition. To survive, community service agencies must continue to be relevant, accountable, and highly visible.
- Donors and funders, in making their choices, are demanding that charitable organizations follow a "business" model of cost-efficiency.
- Agencies are becoming more entrepreneurial and expanding their services to accommodate paying clients.

In response to these challenges and demands, the Village will:

- enhance services through creative partnerships and providing a "one-stop" approach to service provision. For example, a woman and child experiencing family violence would have access to emergency shelter, crisis counselling, ongoing gender and age-specific rehabilitative counselling, recreation, and reintegration into the community;
- save money and earn revenue through shared equipment, bulk purchases, and facility rentals;
- eliminate needless duplication of human resources and increase sharing of professional skills; and
- integrate function with design, to make better use of space. Currently, all partners are in less than ideal locations due to size, cost and/or accessibility;



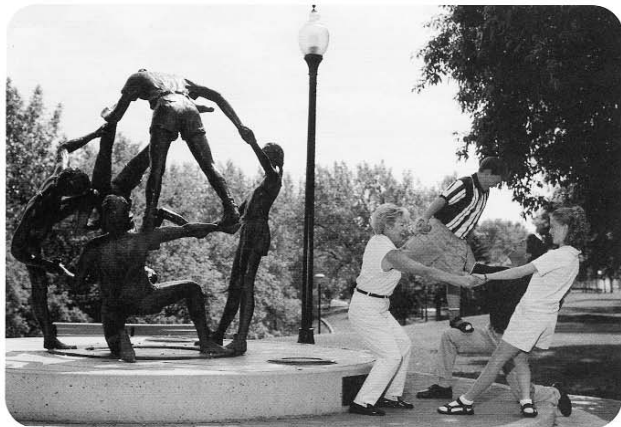
- increase financial security through shared responsibility and control over occupancy costs; and
- promote broader community partnerships and a more effective resource for other volunteer organizations, the related municipal and provincial government departments, and individuals.

The Village will be owned and operated by a new nonprofit corporation – incorporated by the partner agencies – called the Saskatoon

Community Service Village. It will be governed by a volunteer Board of Directors representing the partner agencies.

Total cost is valued at \$1.75 - \$2 million. Of this, the Village plans to raise \$300,000 from board and individual campaigns. The remainder will come from other private and public sector donors, including foundations and service groups.

The project completion date is targeted for Spring 2000.





Community agencies and organizations must respond to these challenges and create new models of helping the community. We cannot continue to do business in old ways. The status quo is not an option.

Bob Wyatt, The Muttart Foundation

COST BENEFITS

The Saskatoon Community Service Village is not intended to operate for the purpose of profit at any time, but will operate on a cost-recovery basis.

The Village will save money through:

- lower occupancy costs. Current occupancy costs are a significant portion of agency budgets. Furthermore, rental costs of appropriate, centrally-located space are predicted to escalate sharply in two to five years. The Saskatoon Community Service Village will allow agencies to control occupancy costs well into the future;
- sharing of capital equipment, and advanced technologies, such as computer equipment, software and communications systems;
- sharing of large meeting spaces, client resource areas, and child care facilities; and
- bulk purchases of basic supplies.

Human resources will be more effectively utilized through:

- sharing specialized expertise among agencies, such as business, organizational and managerial skills. Clinical expertise can be shared by counselling agencies;
- enhancement of volunteer recruitment, development and utilization. It will be an ideal location for a Volunteer Resource Center envisioned by United Way;
- joint initiatives in staff professional development, placement and training;

- less bureaucratic and more frequent interaction among agencies to address common issues.



Space will be better utilized through:

- specific design to meet the needs of clients and the organizations. Currently, all partner agencies are in less than ideal locations due to size, cost and/or accessibility; and
- sharing common areas such as meeting rooms, as outlined earlier.

Additional revenue can be generated through:

- facility rentals to other community-based organizations; and
- expansion and innovation of entrepreneurial activities of the agencies.

Saskatoon's network of associations, clubs, charities and other voluntary, nonprofit organizations is its social infrastructure, no less important to the quality of life in the community than its economic infrastructure, and deserving of the same maintenance and investment.

THE NEED

- Social problems in the community have dramatically increased. For example, Saskatoon's population increased 5.7% from 1993-97, but Saskatoon Police Services reported a 37% increase in violent crimes during that same period. Saskatoon Sexual Assault and Information Centre reported a 30% increase in women seeking assistance from sexual assault, and 23% more women and children came to the YWCA for safe shelter.
- The complexity of problems and an increased diverse population challenges agencies to seek new approaches. Common problems today, such as childhood sexual abuse, multiple addictions, child depression, and ADHD were rarely dealt with by community based agencies several years ago. Furthermore, the problems are often interrelated, such as alcoholism and spousal abuse, presenting a logical argument for interrelating the agencies that address these problems. Saskatoon – like virtually every other community in North America – requires a multidimensional, coordinated, and accessible continuum of preventive and supportive responses. The model works. In Lansing, Michigan, crime decreased 60% in two neighbourhoods after police and social service agencies established coordinated youth development programs.
- Governments at all levels have focused on debt reduction, resulting in funding cuts to the charitable sector. Given the growth and

urgency of demand for the services provided by these organizations, the option of cutting back on services is really no option at all. We cannot and must not allow the quality of life in our community to deteriorate just because a government department reduces funding. Thus, the increased shortfall has to be replaced through funding from other sources and alternative approaches to providing services.



- The economic realities of the times, combined with an increasingly global awareness, have resulted in fierce fundraising competition. To survive, community service agencies must be relevant, accountable, and visible.
- Donors and funders, in making their choices, are demanding that charitable organizations follow a "business" model of cost-efficiency. Just like businesses, nonprofit agencies have to be entrepreneurial in their approach to "doing more with less" and achieving "greater returns on investment" of financial and human resources.



The Saskatoon Community Service Village sends a strong message in our community. We do care. We are willing to help others improve their lives through crisis intervention; counselling, education, and provision of basic needs. We choose not to live in a community divided by poverty and crime.

BENEFITS TO THOSE SERVED

- The Village will enhance services through creative partnerships and providing a "one-stop" approach to service provision. For example, a woman and child experiencing family violence would have access to emergency shelter, crisis counselling, ongoing gender and age-specific counselling, recreation, and reintegration into the community.
 - Savings on administrative, leasing and capital costs means more funds can be devoted to the missions of the organizations. For example, a co-location project in Winnipeg, Manitoba estimates that in the last ten years tenants have been able to shift \$300,000 from rent and utility to program budgets.
 - The Village will be visible and accessible. Thus, those who seek help will be less confused about where to go and whom to contact. This will make it easier to refer people more quickly and more easily to the appropriate service agency. There is also the hope that, by making accessibility easier and more visible, those who need help might seek it sooner, before situations deteriorate further.
 - Furthermore, the Village will promote broader community partnerships and become a more effective resource for other volunteer organizations, related municipal and provincial government departments, and individuals.
- 
- There will be opportunities for increased policy dialogue among agencies and increased advocacy for clients. By "speaking with one voice", the Saskatoon Community Service Village will provide a more effective forum and resource for helping people. Individual organizations, too, will become stronger, leading to direct benefits for all clients.



AGENCY PARTNERS

Catholic Family Services of Saskatoon

Mission: To enhance the quality of life of all community members through counselling, caring, commitment and service.

Individual, couple and family counselling services; family life and children's services; Family to Family Ties program; teen parent program; Child Care Centre; Employee and Family Assistance programs.

Saskatoon Crisis Intervention Service

Mission: Safety and crisis resolution for people in distress.

24-hour crisis services, including crisis counselling; information and referral; suicide prevention and mental health crisis intervention; help for distressed older persons; addictions intervention; service coordination; tragic events response.

Saskatoon Family Service Bureau

Mission: To develop and support communities where all persons have safe, healthy and respectful relationships.

Individual, couple and family counselling services; family life education programs; teen parent counselling; Young Offender Volunteer program; domestic abuse programs; Employee and Family Assistance programs.

The continued success of an organization's mission no longer depends on fresh, new programs and extension of services, but on innovative management and revitalized organizational structure. The time has come for all nonprofits to consider mergers and alliances in their strategic plans.

Thomas A. McLaughlin, MBA, Contributing Editor, Nonprofit Times

Saskatoon Sexual Assault and Information Centre

Mission: To promote a community free of sexual violence and its effects. To promote healing and empowerment for those who have experienced sexual violence.

Crisis intervention; individual and group counselling; public education; advocacy; 24-hour crisis phone line.

Saskatoon's United Way

Mission: To promote the organized capacity of people to care for one another.

Annual fundraising campaign in support of 31 community agencies; volunteer development; labour-union counselling program; gift-in-kind program; community planning and development.

YWCA of Saskatoon

Mission: To meet the changing needs of women and their families.

Operation of 56 low-income housing units and two community kitchens; 40-bed emergency and crisis shelter; drop-in creative play centre; international, social and affirmative action programs; specialty programs for the physically challenged; aquatic, physical health and wellness programs; social and recreation programs for older adults; Women of Distinction Awards Dinner.



HONOURARY CAMPAIGN CO-CHAIRS



Shelley Brown, CA



Walter Podluk, CM

DEPUTY CO-CHAIRS

Judith Hansen, *Catholic Family Services*
 Arthur Baalim, *Saskatoon Crisis Intervention Service*
 Brian Hartsook, *Saskatoon's United Way*

Janice Laliberte, *Saskatoon Family Service Bureau*
 Shirley Handley, *Sexual Assault and Information Centre*
 Valerie Katarey, *YWCA of Saskatoon*

YWCA Board of Directors

President

Williams, Sue

Past-President

Sarkar, Gerlinde

President-Elect

Katarey, Valerie

Treasurer

McClocklin, Keitha

Directors

Blevins, Janet
 Dickson, Pat
 Gautier, Marielle
 Goebel, Tammy
 Klassen, Barb
 Larson, Ingrid
 Long, Dorothy
 McDougall, Nance
 Rogers, Shirley Ann
 Shipowich, Gail
 Twidale, Jessica

Catholic Family Services of Saskatoon

Board of Directors

President

Markewich, Doug

First Vice-President

Risling, Alice

Second Vice-President

Haynes, Alison

Past-President

Hansen, Judith

Treasurer

Clotney, Maureen

Secretary

Peck, Sr. Annella

Directors

Burkell, Lyle
 Gerspacher, Melvin

Lyster, Dennis
 MacLean, Joyce
 Marcuzzi, Sr. Rose

Saskatoon Crisis Intervention Service

Board of Directors

President

Baalim, Arthur

Secretary

Morrison, Dennis

Vice-Chair

Sheppard, Gail

Directors

Marrack, Nancy
 Gullason, Tom
 Robson, C. A.
 Sullivan, Sharon
 Gorgchuck, Carol
 LeBoeuf, Sandi

Saskatoon Sexual Assault & Information Centre

Board of Directors

Co-Chair

Handley, Shirley

Directors

Clayton, Adrienne
 Kehoe, Sabrina
 Corbett, Lynn
 Weber, Kathy
 Shimp, Lana

Saskatoon's United Way

Board of Directors

President

Hartsook, Brian

First Vice-President

Hardcastle, Steve

Second Vice-President

Nelson, Louise

Past-President

Vegessi, Frank

Campaign Chair

Wagner, Warren

Directors

Brownlee, Wayne
 Duncan, Paul
 Guenther, Gordon
 Hagel, Rick
 Hodson, Doug
 Konescni, Jerome R.
 McGonigal, John
 McCowan, Gloria
 Meidl, Dave
 Mitchell, LuAn
 Pearson, Lynne
 Peterson, Bill
 Semaganis, Helen G.
 Thakur, Dr. Aruna
 Thompson, Pat
 Wiegens, Debra L.

Saskatoon Family Service Bureau

Board of Directors

President

Salte, Bryan

Vice-President

Delashey, Liz

Past-President

Burwell, Betty

Secretary

Adams, Seth

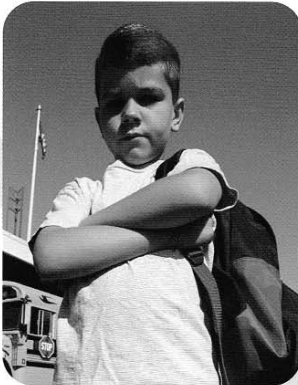
Directors

Courtney, Garth
 Crawford, Sylvia
 Gronsdahl, Jodi
 Jamieson, Lorne
 Laliberte, Janice
 Landry, Shan
 Moore, Darian
 Peterson, Margareth
 Sawatsky, Merle
 Sperounis, Spiro
 Thomas, Pam



There is a growing need for accountability, transparency and public scrutiny in the use of public funds. The Saskatoon Community Service Village will increase accountability and transparency in program operations and outcomes. Agency affairs will be more easily observed and understood by the general public.

ACCOUNTABILITY



The model will protect the interests of the YWCA during the risk phase of establishment of the Village.

All of the legal and ethical obligations, of non-profit organizations, including full disclosure of fund management, will be maintained by the Village, as well as by each of the partners. Through shared resources such as professional assistance and advanced technology, reporting and accountability will be enhanced and more readily accessible to the general public.

The six partner agencies will incorporate a new nonprofit corporation, the Saskatoon Community Service Village:

- It will be governed by a volunteer Board of Directors representing the partner agencies.
- The YWCA will lease land to the village under the terms of a 99 year lease.
- Facility operation will be the ultimate responsibility of the Board of Directors, who may contract aspects of management to the YWCA.
- The Village will not be operated for the purpose of profit at any time, but will operate on a cost recovery basis.



OUR HOPES FOR THE FUTURE

"The Saskatoon Community Village will be a gathering place for families to come together, in a healthy and supporting environment, to solve problems and grow together. The organizations sharing the Village will provide an awesome contribution of resources in one, easy to access location for all of our citizens."

YWCA of Saskatoon

"The Saskatoon Community Service Village will provide user-friendly services that offer increased accessibility and availability, while meeting multiple needs, under one roof. The community will benefit through increased partnership, collaboration and fiscal efficiency among the agencies involved."

Saskatoon Sexual Assault Centre

"Saskatoon Community Service Village promises to be an excellent resource for the whole community. Catholic Family Services is proud to be a founding partner in this collaborative initiative."

Catholic Family Services

Building partnerships of this nature and securing broad-based community support will be challenging but well worth the effort, given the potential benefit to our community. We congratulate you on your vision and wish you all the best.

Board of Directors

The Saskatoon Foundation

"No agency can provide appropriate services in isolation. Our agency relies heavily on referral to others in the community. The physical proximity and the enhanced agency cooperation and coordination will provide a smoother pathway for those in need in our community."

Saskatoon Crisis Intervention Service

"The Saskatoon Community Service Village exemplifies our mission and will facilitate the best possible service to those who need a helping hand."

Saskatoon's United Way

"In the spirit of cooperation, this innovative partnership will bring together a broad range of services working to enhance the quality of life in our community."

Saskatoon Family Service Bureau





Please make cheques payable to:
Saskatoon's United Way
Saskatoon Community Service Village Fund

Donations can be mailed to:
Saskatoon Community Service Village Fund
c/o Saskatoon's United Way
345A 3rd Ave. S. Saskatoon, SK S7K 1M6
Phone: 975-7700
(A receipt for income tax purposes will be available)

RECOGNITION PROGRAM

Leader	\$100,000 +
Builder	\$50,000 - \$99,999
Citizen	\$10,000 - \$49,000
Friend	\$1,000 - \$9,999
Neighbour	\$10 - \$999

LEADER

Recognition on the Saskatoon Community Service Village Donor Clock
Logo recognition in newspaper advertisement
Customized Donor Clock
The Saskatoon Community Service Village will name the conference centre or library in honour of Leader gifts.

BUILDER

Recognition on the Saskatoon Community Service Village Donor Clock
Logo recognition in newspaper advertisement
Customized Donor Clock

CITIZEN

Recognition on the Saskatoon Community Service Village Donor Clock
Name recognition in newspaper advertisement

FRIEND

Recognition on the Saskatoon Community Service Village Donor Clock
Name recognition in newspaper advertisement

NEIGHBOUR

Recognition on the Saskatoon Community Service Village Plaque/Display
Name recognition in newspaper advertisement



**Appendix 7
Existing and
Proposed Site Plans**

FIFTH AVENUE

CITY OWNED LAND

LANE

5/8" LINE EASEMENT
4.000'

ON STALLS @ 27'00"

25th STREET

IMPROVED COMMUNITY
SERVICES VOLUNTEER
HALL FLOOR

REVISED YVCA
MAIN FLOOR

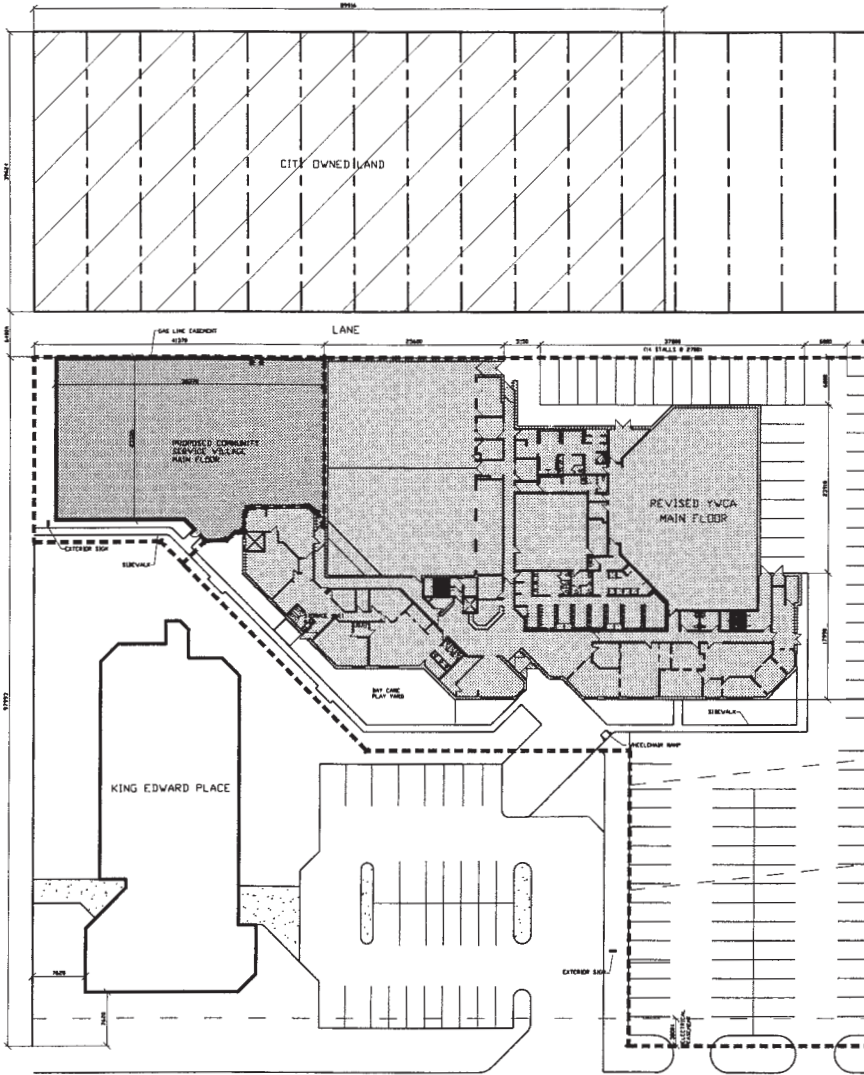
5/8" LINE
PLAY TRAIL

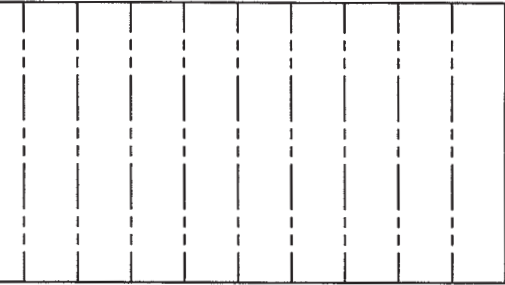
KING EDWARD PLACE

5/8" LINE
HOLDUP SWP

5/8" LINE
EASEMENT SWP

SIXTH AVENUE





CITY OWNED LAND
(APPRX. PARKING AREA)

CITY OWNED LAND
(KINSMEN PARK)

SASKATOON COMMUNITY
SERVICE VILLAGE
YWCA ADDITION &
RENOVATION
PROPOSED ADDITION SITE
PLAN

A ODBT Architects



The Muttart Fellowships



Marcia Clark

2000 Muttart Fellow

Marcia Clark grew up and received her education in Calgary and Saskatoon. She began her social work career in the 1960s. Since that time she has held various direct service and management positions with both government and nonprofit organizations in Alberta, New Brunswick, and Saskatchewan. She has been executive director of the Saskatoon Family Service Bureau, executive director of Calgary Legal Guidance, and a member of the National Parole Board of Canada. During the 1980's Clark was successfully involved retail business as co-owner and manager of Paperworks Galley Ltd., in Calgary. She has serviced on the board of directors of numerous community-based nonprofit organizations.

Clark became a Muttart Fellow in 1998 while executive director of the Saskatoon Family Service Bureau, a partner agency of the Saskatoon Community Services Village. Participation in the creation of the Village has been a highlight of her career.

Clark is married to Ken Howland and is the proud mother of two adult sons, Brendan and Andrew Clark.

