EMERGENCY & COMMUNITY SERVICES COMMITTEE
REPORT 11-014
(as Amended by City Council on December 14, 2011)

1:30 p.m.
Wednesday, December 7, 2011
Hamilton City Hall
Council Chambers
71 Main Street West
Hamilton, Ontario

Present:
Councillor S. Merulla, Chair
Councillors S. Duvall, J. Farr, T. Jackson, B. McHattie, B. Morelli and T. Whitehead

Absent with regrets:
Councillor J. Partridge, Vice-Chair, vacation

Also Present:
Councillor R. Pasuta
J.A. Priel, General Manager, Community Services
R. Rossini, General Manager, Finance and Corporate Services
A. Bradford, Director of Culture
S. DuVerney, Project Manager, Strategic Services
B. Atanas, Market Manager
G. Hendry, Director, Housing Services
T. Quinn, Director, Strategic Services
B. Browett, Director of EMS
I. Bediou, Legislative Assistant, City Clerk’s Office

THE EMERGENCY AND COMMUNITY SERVICES COMMITTEE PRESENTS REPORT 11-014 AND RESPECTFULLY RECOMMENDS:

1. Election of Chair and Vice-Chair

   (a) That Councillor Judi Partridge be appointed Chair of the Emergency and Community Services Committee for 2012;

   (b) That Councillor Terry Whitehead be appointed Vice-Chair of the Emergency and Community Services Committee for 2012.

City Council – December 14, 2011
2. Hamilton Youth Advisory Committee (HYAC) 2012 Budget Submission (CS11099) (City Wide) (Item 5.1)

(a) That the Hamilton Youth Advisory Committee 2012 base budget submission in the amount of $3,890, be approved and forwarded to the 2012 budget process (GIC);

(b) That, in addition to the base funding, that a one time budget allocation of $2,500 funded by the Hamilton Youth Advisory Committee reserve, be approved and forwarded to the 2012 budget process (GIC).

3. Food and Shelter Advisory Committee 2012 Budget Submission (CS11089) (City Wide) (Item 5.2)

That the Food and Shelter Advisory Committee’s 2012 base budget submission in the amount of $500, be approved and forwarded to the 2012 budget process (GIC).

4. Housing and Homelessness Action Plan (CS11017(a)) (City Wide) (Item 5.3)

That Report CS11017(a) respecting Housing and Homelessness Action Plan be received.

5. Hamilton Centre for Civic Inclusion - Funding Agreement (CS11023(b)) (City Wide) (Item 5.4)

That Report CS11023(b) respecting Hamilton Centre for Civic Inclusion - Funding Agreement be received.

6. City of Hamilton Domiciliary Hostel Program Review (CS10036(b)) (City Wide) (Outstanding Business Item – “T”) (Item 5.5)

That Report CS10036(b) respecting City of Hamilton Domiciliary Hostel Program Review be received.

7. Smith’s Knoll Archaeological Site (CS11087) (Ward 9) (Item 5.6)

That the “Stage 1 & 2 Archaeological Assessment, Human Remains Documentation and Cemetery Investigation – 70 King Street West - Adjacent to Smith’s Knoll Cemetery, attached as Appendix A to Report CS11087, be received.


9. **2011 Hamilton Youth Advisory Committee Summary (HYAC11-001) (Item 7.1)**

That the 2011 Hamilton Youth Advisory Committee Summary (HYAC11-001) be received.

Subsection (b) of Item 10 was amended by deleting the words “make presentation” and inserting the words “send correspondence, jointly with the Mayor” therein, to read as follows:

10. **Food and Shelter Advisory Committee Presentation respecting achievements to-date (Item 7.2)**

(a) That the presentation from Chair Don Jaffray respecting the achievements to date of the Food and Shelter Advisory Committee, be received;

(b) That the Food and Shelter Advisory Committee be directed to send correspondence, jointly with the Mayor, to the Provincial and Federal Governments respecting the challenges of addressing hunger and housing issues in the City of Hamilton.

Subsection (c) of Item 11 was amended by adding the words “and that each Domiciliary Hostel operator report back to the Emergency and Community Services Committee on how their allocation was spent” after the words “one year” to read as follows:

11. **Ontario Municipal Partnership Program Reconciliation Re-Investment (CS11095) (City Wide) (Item 8.1)**

(a) That the revised policy and procedure for approval of expenditures from the Social Services Initiative Reserve (Account #112214), hereto attached as Appendix A be approved;

(b) That the following programs continue to be funded through the Social Services Initiative Reserve (Account #112214) as outlined below:

(i) Emergency Shelter and Intensive Case Management Services - $350,000 annually from 2011 to December 31, 2013;

(ii) Food Banks and the Christmas Hamper Program - $350,000 annually from 2011 to December 31, 2013;

(iii) Affordable Transit Pass Program - $300,050 annually from 2012 to December 31, 2013;
(c) That the Domiciliary Hostel Program be funded through the Social Services Initiative Reserve (Account #112214) in the amount of $750,000 for one year and that each Domiciliary Hostel operator report back to the Emergency and Community Services Committee on how their allocation was spent;

(d) That the balance of the funds remaining in the Social Services Initiative Reserve (Account #112214) be considered as part of the staff review of the Farmers’ Market Food Voucher Program.

12. Beach Canal Lighthouse & Lighthouse Keeper's Cottage (CS11018(a)) (Ward 5) (Item 8.2)

(a) That the Results from the Investigation into the Availability of Capital Contributions for the Beach Canal Lighthouse & Lighthouse Keeper’s Cottage, attached to Report CS11018(a) as Appendix A, be received;

(b) That staff be directed to suspend the investigation into the terms of transfer of ownership of the Beach Canal Lighthouse and Lighthouse Keeper’s Cottage from the Federal Government to the City and the issue be considered closed;

(c) That staff be directed to continue to work with the Beach Canal Lighthouse Group as they pursue their plans to make application under the Heritage Lighthouse Protection Act.

13. Street Performance Policy and Guidelines (CS11098) (City Wide) (Item 8.3)

That the “City of Hamilton Policy and Guidelines on Street Performance (Busking)”, hereto attached as Appendix “B”, be approved.

14. Hamilton Farmers' Market Shoppers' Survey 2011 (CS11100) (Ward 2) (Item 8.4)

That Report CS11100 respecting Hamilton Farmers' Market Shoppers' Survey 2011 be received.

That the following be added as Item 15:

15. YWCA Senior Centre Operating Agreement (CS11002(a)) (Ward 2) (Item 8.5)

(a) That a one time funding increase in the amount of $85,400 for 2011 for the Hamilton Young Women’s Christian Association for the operation of two senior centres in Hamilton, to be funded from the 2011 Community Services Department Recreation Division surplus, be approved;

City Council – December 14, 2011
(b) That the Operating Agreement between the City of Hamilton and the Hamilton Young Women’s Christian Association hereto attached as Appendix “C” be approved;

(c) That the Mayor and City Clerk be authorized and directed to execute the Operating Agreement between the City of Hamilton and the Hamilton Young Women’s Christian Association for the operation of two senior centres in Hamilton, hereto attached as Appendix “C”, in a form satisfactory to the City Solicitor;

(d) That the enhancement for the grant funding requesting an increase of $85,400 for the Hamilton Young Women’s Christian Association for the operation of two senior centres in Hamilton be forwarded to the 2012 budget process.

FOR THE INFORMATION OF COUNCIL:

(a) CHANGES TO THE AGENDA (Item 1)

The Clerk advised of the following changes to the agenda:

(i) Added delegation request 4.2 from Calvin Cain of the Ontario Homes for Special Needs Association wishing to speak to Item 8.1 on today’s agenda;

(ii) Added delegation request 4.3 from Andrew Amoah from Soulsbuzz respecting Item 8.1 on today’s agenda;

(iii) All delegations addressing Committee today will be heard when Committee considers their respective Item of interest;

(iv) Added presentation from staff respecting Item 8.4 regarding the Hamilton Farmers’ Market Shoppers’ Survey.

The agenda for the December 7, 2011 Emergency & Community Services Committee meeting was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 2)

There were none declared.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 3)

The Minutes of the November 7, 2011 meeting were approved as presented.
(d) **DELEGATION REQUESTS (Item 4)**

The following delegation requests were approved and the rules of order were waived in order for them to address Committee today:

(i) Barbara Murray, Beach Canal Lighthouse Group respecting the future transfer of ownership of the Burlington (Beach) Canal Light Station from the Federal Government to the City of Hamilton. (Item 4.1)

(ii) Calvin Cain, Ontario Homes for Special Needs Association respecting Item 8.1 the Ontario Municipal Partnership Program Reconciliation Re-investment. (Added Item 4.2)

(iii) Andrew Amoah, Soulsbuzz, respecting Item 8.1 the Ontario Municipal Partnership Program Reconciliation Re-investment (Added 4.3)

(e) **STAFF PRESENTATIONS (Item 7)**

(i) **2011 Hamilton Youth Advisory Committee Summary (HYAC11-001) (Item 7.1)**

Alex Fiorello, Co-Chair addressed Committee with the aid of a PowerPoint presentation and a copy of the hand-out was distributed. His presentation included but was not limited to the following topics:

- Youth Week;
- Unfiltered facts;
- Bus tour;
- Leadership;
- Raising the roof;
- Kudos;
- Visit our site;
- It’s alive – the Hamilton Youth website;
- Support;
- Future focus.

Councillor Jackson acknowledged Rene Reid and Colin McMullan for their efforts in mentoring the members of the Hamilton Youth Advisory Committee. Committee commended Alex Fiorello for his presentation.

On a motion, Committee received the Citizen Committee Report and the presentation.
(ii) Food and Shelter Advisory Committee Presentation respecting achievements to-date. (Item 7.2)

Don Jaffray, Chair of the Food and Shelter Advisory Committee accompanied by Alex Ramirez Vice-Chair, addressed Committee with the aid of a PowerPoint Presentation and a copy of the hand-out was printed in the agenda. Copies of reports respecting the Housing & Homelessness Action Plan were distributed. The presenters’ comments included but were not limited to the following:

- Mandate;
- Membership;
- 2010 – 2011 Accomplishments;
- Priority identification and work planning.

On a motion, Committee directed that the Food and Shelter Advisory Committee make presentations to the Provincial and Federal Governments respecting the poverty issues (hunger and housing) in Hamilton.

On a motion, Committee received the presentation.

(iii) Hamilton Farmers’ Market Shoppers’ Survey 2011 (CS11100) (Ward 2) (Item 8.4)

Anna Bradford provided an overview of the staff report with the aid of a PowerPoint presentation and copies of the hand-out were distributed.

Her comments included but were not limited to the following:

- Road to improvement;
- Why did we survey shoppers?
- Survey highlights;
- What do shoppers buy?
- What is important to shoppers?
- The shoppers identified several opportunities for improvement;
- Hamilton Farmers’ Market Shoppers by sorting code.

On a motion, Committee received the presentation and the staff report.

(f) DISCUSSION ITEMS

(i) Ontario Municipal Partnership Program Reconciliation Re-Investment (CS11095) (City Wide) (Item 8.1)

Delegations:
(1) **David Cherkewski**, requested by Sally Palmer, Social Justice Strategic Committee (SJSC), respecting the Social Investment Strategy (Approved September 8, 2011) (Item 6.1)

David Cherkewski addressed Committee and read from a prepared statement, a copy of which was included in the agenda. He stressed that he believes that poverty is the issue that is holding the City back.

On a motion, Committee received Mr. Cherkewski’s delegation.


Sally Palmer addressed Committee and read from a prepared statement, a copy of which was included in the agenda. She also made a PowerPoint presentation outlining her statement.

On a motion, Committee received Ms. Palmer’s delegation.


Marisa Scotto Di Luzio addressed Committee and read from a prepared statement and a copy was submitted to the Clerk for the official record.

She outlined the following requests:

1. That some or all of the OMPF funds be used for new initiatives rather than for existing programs only. The concern is that no new initiatives are being considered to address the inadequacy of Ontario Works rates (an example is the proposed healthy food supplement for unattached single adults on Ontario Works);

2. That new initiatives be determined through creation of a community planning group and a social investment strategy.

On a motion, Committee received Ms. Scotto DiLuzio’s delegation.
(4) Calvin Cain, Ontario Homes for Special Needs Association respecting the Ontario Municipal Partnership Program Reconciliation Re-investment. (Added Item 4.2)

All the executive members of the OHSMA Hamilton Region 3 (Anthony Gagliese, Michael Power, John Iovio, and Calvin Cain) came forward to the podium.

Anthony Gagliese addressed Committee and expressed disappointment that the domiciliary hostel providers were excluded from the funding.

On a motion, Committee received the delegation.

(5) Andrew Amoah, of Soulsbuzz respecting the Ontario Municipal Partnership Program Reconciliation Re-investment. (Added Item 4.2)

Andrew Amoah addressed Committee and a hand-out was distributed.

He indicated that he is a small business entrepreneur and his organization is dedicated to promoting small businesses in Hamilton and supporting local stores. He suggested a discount card system that would benefit people on social assistance and local vendors, including the Farmers’ Market stallholders.

On a motion, Committee received the delegation.

After some questions and debate, on a motion, Committee amended the recommendations of the staff report as follows:

(a) Subsection (b) (i) and (ii) were amended by changing the funding to three years;

(b) Subsection (b) (iii) was amended by changing the funding to two and half years;

(c) Funding was added for the Domiciliary Hostel program in the amount of $750,000 for one year;

(d) The balance of funds remaining in the Social Services Initiative Reserve are to be considered as part of the staff review of the Farmers’ market Food Voucher Program.

Committee thanked Joe-Anne Priel and Gillian Hendry for their report.
(ii) **Beach Canal Lighthouse & Lighthouse Keeper's Cottage (CS11018(a)) (Ward 5) (Outstanding Business List Item) (Item 8.2)**

Delegations:

1. **Barbara Murray, Beach Canal Lighthouse Group respecting the future transfer of ownership of the Burlington (Beach) Canal Light Station from the Federal Government to the City of Hamilton. (Item 4.1)**

   Anthony Butler of the Beach Canal Lighthouse Group addressed Committee with the aid of a PowerPoint presentation. His comments included but were not limited to the following:

   - The Beach Canal Lighthouse Group was founded in 2003 to celebrate and preserve the Burlington Canal Lighthouse and Keeper's Cottage;
   - The significance of the Lighthouse and keeper's cottage;
   - The group appreciates the City's funding of the operational study and heritage building assessment and staff's investigation into the terms of transfer of ownership;
   - May 29, 2010 the federal Heritage Lighthouse Protection Act came into effect;
   - The group will apply under the Act with the objective to restore the lightstation.

   On a motion, Committee received the delegation.

   On a motion, Committee amended the staff recommendation by adding a subsection directing staff to continue to work with the Beach Canal Lighthouse Group.

(iii) **YWCA Senior Centre Operating Agreement (CS11002(a)) (Ward 2) (Item 8.5)**

Councillor Jackson expressed thanks to City staff Coralee Secord and Terry Quinn and the Executive Director of the YWCA, Denise Doyle and the Director of Operations of the YWCA, Medora Uppal.

Committee supported the staff recommendations and directed the Clerk to prepare the necessary motions for Council to reconsider and cancel its previous decision and approve the new agreement with the increased funding.
(g) GENERAL INFORMATION (Item 11)

(i) Outstanding Business List (Item 11.1)

(a) The following new due dates were approved:

1. Item – “P” - Letter regarding the Needs of the Ancaster Senior Achievement Centre
   Current Due Date: December 7, 2011
   Proposed New Due Date: February 13, 2012

2. Item – “Q” - Summer Music Events in Gage Park
   Current Due Date: December 7, 2011
   Proposed New Due Date: February 13, 2012

3. Item – “O” - Funding for one Additional Paramedic – MUMC –
   The Financial Impact of the ABC Program
   Current Due Date: December 7, 2011
   Proposed New Due Date: January 18, 2012

(b) The following Items were identified as completed and removed from the Outstanding Business List:

1. Item “I(i) & (ii) “ – Beach Canal Light Station Operational Study and Heritage Building Assessment

2. Item “L“ – Street Performance Policy

3. Item “R“ – City of Hamilton Domiciliary Hostel Program Review

(h) ADJOURNMENT

There being no further business, the Emergency & Community Services Committee meeting, adjourned at 4:40 p.m.

Respectfully submitted,

Councillor S. Merulla, Chair
Emergency & Community Services Committee

Ida Bedioui
Legislative Assistant
December 7, 2011

City Council – December 14, 2011
Community Services Department
Policy and Procedure Manual

<table>
<thead>
<tr>
<th>Chapter</th>
<th>00</th>
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Approved by: City of Hamilton Council - (date)

Intent

(a) Purpose
To establish a framework for the approval of expenditures funded from the Social Services Initiative Reserve (SSIR).

(b) Background
SSIR was established and approved by Council in 2006 through a one-time provincial grant. The initial purpose was defined as funds to assist with "urgent temporary/finite program requirements (e.g. Emergency Shelter; Homemakers/Nurses) and recommendations from the Poverty Roundtable".

On April 13, 2011, Council approved the recommendations in Report FCS11027/CS11031, Ontario Municipal Partnership Fund (OMPF) Reconciliation Re-Investment as follows.

(a)(i) That 50% of the OMPF ($4,075,800) be transferred to the Social Services Initiative Fund (112214) to support one-time Social Services related costs;

(f) That a Reserve Policy for the Social Services Initiatives Fund Reserve be prepared and that staff consult with the public on this policy, and that consideration be given to establishing a public advisory committee to guide allocation of the funds (similar to the community board that guides allocation of federal homelessness funding).

Policy

The Social Services Initiative Reserve (SSIR) is to be used for initiatives which address the root causes of poverty such as affordable housing, food security, income security, accessible transportation, participation in civic life and safe neighbourhoods as outlined in a report prepared by the Hamilton Roundtable for Poverty Reduction called Making Hamilton the Best Place to Raise a Child: A Change Framework for Poverty Reduction (June 2006).
SSIR Funding will be directed to foundational community supports to prevent poverty such as:

- Civic engagement;
- Universal access to health care supports that focus on prevention, early intervention and mental health;
- A solid economy producing quality employment and a living wage;
- Affordable housing opportunities in neighbourhoods across the City;
- Accessible and reliable transportation;
- Accessible amenities at the neighbourhood level (grocery stores, recreation and libraries);
- Adequate and responsive income security programs; and,
- Institutional and community behaviour that values the participation and contributions of youth.

The following principles should be considered when accessing funding from SSIR:

- Emphasis on poverty prevention rather than poverty alleviation;
- Partnerships and joint planning to end poverty; and,
- The utilization of meaningful community engagement including the involvement of those potentially affected by the decision.

Expenditures from SSIR must meet all of the following criteria:

- All programs funded through SSIR must address the root causes of poverty as outlined in a report prepared by the Hamilton Roundtable for Poverty Reduction called Making Hamilton the Best Place to Raise a Child: A Change Framework for Poverty Reduction (June 2006);
- Priority will be given to existing programs approved by City Council and historically funded through the SSIR;
• New programs may be funded upon the approval of Council, if in alignment with the SSIR principles and criteria;

• The community including those with lived experience must have been engaged in a consultation process for any program funded through SSIR; and,

• No other funding source in available.

Increases in the fund may be generated through:

• Investment income;

• Further reconciliation payments from the Ontario Municipal Partnership Fund (OMPF); and,

• Provincial or federal funding for poverty reduction.

Application of Policy

The process for the allocation of SSIR funding will be referred by Council for initiatives that meet the SSIR criteria and where there is a documented need for funding that is not met through other levels of government.

Approval for all expenditures from the SSIR will be upon the approval of Council during the annual budget process or through a report to Council.

Eligible applicants for SSIR funding may include:

• Non-profit organizations;
• City of Hamilton;
• Research organizations and research institutes;
• Public Health and educational institutions;
• A collaborative of two or more organizations that are working together to achieve a common goal; and,
• Individuals.

City staff responsible for the funded program will prepare, negotiate and monitor Service Agreements with the service provider. Staff will facilitate service system planning, data and program analysis, policy interpretation, and performance measurement to maintain quality assurance standards for the effective delivery of the funded programs.

Exceptional Circumstance

Signing authority may be delegated to the General Manager of Community Services where the allocation of funding is time sensitive.
or there is an immediate need due to an emergency or natural disaster.

**Procedure**

All programs approved for SSIR funding must sign a Service Agreement declaring that the agency's application meets the conditions of eligibility, and that the agency will act in accordance with the outlined requirements.

Programs will be required to track and report outcome measures.

**Definitions**

SSIR: Social Services Initiative Reserve  
OMPF: Ontario Municipal Partnership Fund  
Natural disaster: hazard which leads to financial, environmental or human losses

**References**

Community Partnership Program  
City of Hamilton Reserve Policies, Corporate Services Funders Network  
Making Hamilton the Best Place to Raise a Child: A Change Framework for Poverty Reduction (June 2006)

**Authority**

Hamilton City Council  
General Manager of Community Services Department  
*Municipal Act, 2001*

**Resources**

SSIF guidelines  
Human Services Planning Playbook

**History**

Social Services Initiative Reserve (Report  
Ontario Municipal Partnership Fund Reconciliation Re-Investment (Report FCS11027/CS11031)
City of Hamilton Policy and Guidelines on Street Performance (Busking)

Street performance, or busking, involves an individual or group who provides entertainment in the public realm for a voluntary gratuity from audience members. Such entertainment may include, but is not limited to, playing an instrument, singing, dancing, juggling, miming, or other form of creative performance.

This Policy and its guidelines have been developed to support a vibrant street performance culture and help performers, residents, pedestrians, retailers, workers and visitors understand the code of conduct around performing in Hamilton's public spaces.

1. Principles

The City of Hamilton recognises that:
➢ Hamilton has a strong tradition of busking and a vibrant cultural community;
➢ Street performance is a form of creative expression that contributes to the animation and vitality of Hamilton’s public spaces;
➢ Buskers provide entertainment and experiences to residents, visitors and members of the general public;
➢ Busking is a valid means for performers to make a living;
➢ Busking should not unduly interfere with urban life; and,
➢ Many citizens enjoy observing busking activity in public spaces.

2. Objectives

This policy has been developed to:

➢ Encourage busking as a legal activity that contributes vitality and animation to the City of Hamilton;
➢ Provide guidelines for conduct by buskers and the public; and,
➢ Minimize complaints, criticism and other problems associated with busking in the City of Hamilton while supporting the rights of individuals to express themselves in a creative manner.

Guidelines:

LOCATIONS

➢ Performances are allowed in outdoor public places in Hamilton except where the space has been permitted for a specific time and use. Outdoor public spaces include but are not limited to sidewalks, courtyards, squares, exteriors of buildings etc;
Performances are allowed in public parks during regular park hours only except when the park, or a portion thereof, has been permitted for a specific time and use;

Busking is prohibited on private property without permission of the property owner;

Busking is prohibited at transit stops, in transit vehicles, or near public toilet facilities; and,

Buskers must not unreasonably interfere with pedestrian or vehicular traffic flow nor encourage audience formation in such a manner as to cause such interference.

PERFORMANCE

- Maximum performance time is three hours per busking location;
- Only battery operated amplification may be used;
- No high risk or unsafe performances, dangerous materials or dangerous implements which may put the performer or audience at risk (e.g. no knives, swords, chainsaws, fire or flammable liquids); and,
- Consideration must be given for other acts performing in close proximity.

FINANCIAL TRANSACTIONS

- Buskers may receive monetary appreciation volunteered by an audience for their performance but may not solicit funds; and,
- Buskers require a business license to offer goods for sale.

COMPLIANCE

- Performers must comply with all other statutory requirements, rules, regulations and bylaws of the City and/or other authority;
- Public Space, which is being permitted by the City for a specific use and time, may not be used for busking during the period of the permit; and,
- Performers must immediately cease any activity and remove any performance equipment or materials at the request of a Hamilton Police Service Police Officer or any person designated by the City for reasons of public safety.

PUBLIC

- Audience members are encouraged to provide donations for performances they enjoy; and,
- Effort should be made to address concerns and complaints with the performer prior to seeking involvement of Hamilton Police Service.
Exclusions

Street performers, or buskers, are not contracted entertainers nor are they licensed as performers by the City of Hamilton.

Festival and event organizers, having secured a permit for use of a specific public space, may implement additional or different guidelines within the parameters of the permitted occasion (e.g. may require auditions, or identify specific locations for busking activity).

5. Glossary of Terms

For the purposes of this Policy the following definitions apply:

1. Street Performer: An individual or group who provides entertainment in the public realm for a voluntary gratuity from audience members. Synonymous with Busker.

2. Busker: Synonymous with Street Performer.

3. Performance: Musical, dramatic or other entertainment substantially involving musical, theatrical or circus performance skills.

4. Soliciting of funds: The act of asking, begging, seeking or requesting money or goods from members of the public.

5. Offer for sale: The display or demonstration of items, particularly multiples of items, with an implication that they are available for sale or otherwise in exchange for money (for example, CDs).

6. Dangerous materials or implements: Materials and implements that pose risk, hazard or uncertain outcomes for people. Dangerous materials include flammable materials and chemicals, fire, fireworks, smoke, flares, heated elements, or anything giving off a level of heat or toxicity that poses a threat of harm or damage to members of the public and public property. Dangerous implements include but are not limited to knives, spears, swords, spikes, or anything which could cause harm or damage to members of the public and public property.
CITY OF HAMILTON
AND
YWCA

SENIOR CITIZEN PROGRAM OPERATING AGREEMENT

This Agreement is made as of the 1st day of April 2010 (the “Effective Date”)

Between

City of Hamilton (the “City”),

and

The Hamilton Young Women’s Christian Association (“YWCA”),
A non-profit organization incorporated in the Province of Ontario

Whereas

A. The YWCA owns and operates two facilities within Hamilton, located at 75 MacNab Street and 52 Ottawa Street North (individually a “Facility”, and collectively the “Facilities”) providing facilities including an auditorium, fitness room, gymnasium, an indoor swimming pool, women’s housing, meeting rooms and other amenities for the purpose of providing various community programs.

B. The City currently funds a number of senior recreation centres in the City of Hamilton under various operating and management models, including the Facilities (the “Senior Centres”) and other centres which are not owned, operated or otherwise affiliated with the YWCA.

C. Senior citizens may purchase senior centre memberships, thereby entitling them to participate at the Senior Centres (such membership holders hereinafter referred to as the “Members”).

D. The City has provided annual operating grants to the YWCA for the purposes of providing programming and activities for the Members at the Facilities.

E. The City and YWCA desire to continue taking advantage of the YWCA’s experience in offering recreational, health and fitness programming for and in collaboration with senior citizens.

F. The parties desire to set forth the terms and conditions of their relationship in this Agreement with the understanding that specific services provided by each party and the operating relationships may change over the course of this Agreement in order to meet community needs.

G. The City and YWCA commit themselves to work together in a collaborative spirit and to deal with each other with fairness, respect, cooperation, and good faith in the performance of this Agreement.
Now therefore in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Parties to the Agreement

The “City” is the City of Hamilton, 71 Main Street West, Hamilton, Ontario L8P 4Y5, with its principal contact for purposes of this Agreement as follows:

   Director, City Wide Services  
   City of Hamilton Recreation Division  
   77 James Street North Suite 400  
   Hamilton, ON L8R 2K3  
   Phone: 905-546-2424 x-4689  
   Fax: 905-546-2338

The “YWCA” is The Hamilton Young Women’s Christian Association, 75 MacNab Street South, Hamilton, ON L8P 3C1, with its principal contact for purposes of this Agreement as follows:

   Chief Executive Officer, YWCA Hamilton  
   75 MacNab Street South  
   Hamilton, ON L8P 3C1  
   Phone: 905-522-9922 x101  
   Fax: 905-522-1870

Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing, by facsimile (with transmission confirmation) or by first class mail (postage prepaid) at the above addresses. Each party may change the address set out above by notice to the other in accordance with this section. Notices delivered by personal delivery will be deemed to have been delivered on the date of delivery. Notices delivered by facsimile will be deemed to have been delivered on the date sent, but if the date sent is not a business day, then on the first business day thereafter. Notices delivered by first class mail will be deemed to have been received three business days after mailing thereof.

2. Guiding Principles

Both parties recognize that funding under this Agreement is for the operation of programming and activities for senior adults with a desire to play an active role in the governance, planning and implementation of programs, in collaboration with the YWCA and the City. The YWCA agrees to use the following Principles to guide program development, operation and potential changes as required to meet community needs:

2.1 Older adults will play an active role in the governance (decision making), planning and implementation of programs and activities in collaboration with the YWCA. For the purpose of fulfilling this role, older adults will be asked to form a “Senior Centre Advisory Committee” at each Facility. The Senior Centre Advisory Committee that
is established at each Facility will serve as the primary method for older adults to take an active role in these efforts.

2.2 YWCA will assist the Senior Centre Advisory Committees to create and maintain an environment that affirms the dignity and self worth of older adults and that enhances an atmosphere of wellness through provision of programming, activities and dedicated space for the benefit of and use by older adults.

2.3 YWCA will enable and facilitate the participation of older adults in the programs and activities offered. Staff will respect older adults’ right to exercise autonomy and independence, to exercise their unique skills, talents and abilities and to continue to develop their potential as experienced adults, and provide assistance when sought in these endeavours.

2.4 Current as well as expanded or new programs and activities will be determined based on a collaborative process with Senior Centre Advisory Committees and to reflect community needs as well as current program participation, subject to the terms of this Agreement.

3. Term

The Agreement will commence on the Effective Date and will terminate on March 31, 2015 (the “Term”), unless earlier terminated by either party as provided in Section 12 of this Agreement. This Agreement may be extended beyond the initial Term if both parties agree in writing to such extension(s).

4. Senior Programming and Activities

4.1 YWCA will make available for sale and will sell at the Facilities, senior centre memberships to senior citizens for use at any Senior Centre in the City of Hamilton. With respect to such memberships, YWCA:

a. will charge the fee established by the City’s User Fees and Charges By-law;

b. abide by such policies and procedures with respect to the sale of senior centre memberships as communicated by the City from time to time;

c. agrees that the list comprising the “Senior Centres” will be determined by the City from time to time; and,

d. agrees that as at the Effective Date, the number of current valid memberships sold by the YWCA are estimated to be 987, comprised of 617 sold at the MacNab Street location and 370 sold at the Ottawa Street location.

4.2 YWCA will provide programming that meets the needs and expressed interests of the Members.

4.3 YWCA will provide a minimum of 32 hours of programming per week for the Members at each facility, which will include a mix of health, wellness and physical
activities, recreation, arts and crafts, as well as health promotion/education programming.

4.4 YWCA will make allowance for special events or activities run by the Senior Centre Advisory Committees, with targeted frequency of not less than 15 per year. YWCA will cause its staff to assist the Senior Centre Advisory Committees with planning and management.

4.5 YWCA will cause its staff to provide the set-up and take-down of equipment as may be needed for routine or special events or activities that are scheduled within the standard hours of operation (as defined in Attachments A and B) for the Facilities.

4.6 Set-up and take-down for special events or activities scheduled outside of the standard hours of operation (as defined in Attachments A and B) are the responsibility of the Members. YWCA will cause its staff to provide assistance in seeking volunteer support to assist with set-up and take-down. Any honorariums to be paid to volunteers will be the responsibility of the Members and not the responsibility of the City.

4.7 For clarity, the City shall in no way be liable for the operation of any programming, special events or activities conducted at the YWCA.

5. Facilities and Hours of Operation

5.1 YWCA will provide Members with a space within the Facilities for the gathering and enjoyment of Members as well as to hold programs and activities offered as part of this Agreement. Each Facility will designate Dedicated Space (which will include the spaces set out in Attachments A and B) for primary use by the Members and for programs/activities offered to Members. It is the intent that all programming offered under the terms of this Agreement be provided in this Dedicated Space.

5.2 YWCA will be permitted to charge program fees to Members for specialty programs and use of space beyond the scope of this Agreement, such as use of the fitness centre and aquatic programming, which fees will be adjusted from time to time to reflect the costs incurred by the YWCA for room rentals and instructors’ costs.

5.3 YWCA will be permitted to use any Dedicated Space for its own purposes outside of the standard hours of operation for the Facilities. In addition, YWCA may seek to use the Dedicated Space from time to time during standard hours of operation, and the YWCA will consult with the Senior Centre Advisory Committee and the YWCA’s seniors program staff as to availability at such times and provide reasonable notice.

5.4 Dedicated space requirements and hours of operation are outlined in Attachment A (MacNab Street location) and Attachment B (Ottawa Street location) of this Agreement.

6. Operations and Maintenance
6.1. YWCA is responsible for the overall delivery for programs and activities funded under this Agreement and for performance of all duties that are usual and customary and normally associated with running membership-based recreational, physical activity and educational programming for senior citizens.

6.2. YWCA will ensure that routine cleaning is performed daily on the days that the Facilities are open. YWCA will ensure that additional maintenance required to keep the Facilities and equipment therein in a safe, clean and operational manner is completed in a timely and professional fashion.

7. **Funding and Revenue**

7.1 YWCA will receive the following funding related to services outlined in this Agreement:

   - **(a)** The City will provide an annual operating grant, which payments will be made quarterly, in equal installments, and will be payable quarterly in advance, on April 1st, July 1st, October 1st and January 1st each year during the Term. The amount of the annual operating payments will be determined annually as part of the City budget process and confirmed with the YWCA as an update to Attachment C of this Agreement. These payments are the sole financial obligation of the City under this Agreement.
   - **(b)** All revenue from City of Hamilton senior centre memberships sold at the YWCA locations at the fee established by the City.
   - **(c)** Program registration fees paid by Members for programs and activities conducted at the Facilities.

7.2 The payment of any obligations of the City described in this Agreement and the continued provision of services by the YWCA is subject to the annual City budget approval for said payments by the City Council. This provision does not affect any obligation of the City for payment of funds attributable to a fiscal year for which an annual budget has been approved.

7.3 YWCA will not charge any fees or costs to the Members or the City except as expressly provided in this Agreement.

8. **Periodic Reporting and Review**

YWCA will provide to the City reports on the operation of the Facilities, including:

8.1. The presentation of an annual budget and the prior year’s actual financial information related to the operation of the Facilities in a form suitable for the City’s requirements and acceptable to the City, to be provided annually in May to the City.
8.2. A copy of the YWCA’s audited financial statements will be provided to the City annually within ninety (90) days after that year’s annual meeting of the members of the YWCA.

8.3. A program report highlighting programs with activity levels, membership levels and total registration numbers will be reported twice annually to the City, within 30 days after the conclusion of each of the fall/winter session and the spring/summer session.

8.4. Program registration fees/rates will be submitted to the City for review and approval as part of the annual budget review, notwithstanding that the City is not responsible for paying these fees/rates. Fees charged to Members for special events or activities do not require approval by the City and will be based on a cost recovery basis.

8.5 Reviews and discussions of program offerings, issues and items related to this Agreement of interest to either party may occur periodically at the call of either the City or YWCA.

9. **Legislative Compliance**

9.1 The parties agree that there will be no discrimination based upon any of the prohibited grounds outlined in the *Human Rights Code*, R.S.O. 1990, c. H.19 in any activity or membership offered pursuant to this Agreement.

9.2 YWCA, its directors, officers, employees, agents and volunteers will hold confidential and will not disclose to any person, other than the City, at any time during or following the Term of this Agreement, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or, if the individual is incapable of consenting to the disclosure, the individual’s attorney for personal care or guardian of the person, prior to the release or disclosure of such information or document.

9.3 Any information which is collected by City under this Agreement is subject to the rights and safeguards provided for in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. Any personal health information which is collected by the City or YWCA under this Agreement is subject to the rights and safeguards provided for in the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3.

9.4 The City and YWCA agree that they and their employees and representatives, if any, will at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders in respect of the performance of this Agreement.

9.5 A reference to any Act, by-law, rule, regulation or guideline or to a provision thereof will be deemed to include a reference to any Act, by-law, rule, regulation or guideline or provision enacted in substitution therefore or amendment thereof.
10. **Insurance and Indemnification**

10.1 YWCA will maintain and provide proof of Commercial General Liability Insurance coverage of not less than $5 million per occurrence, endorsed to show the City of Hamilton as an additional insured party.

10.2 YWCA agrees to defend, indemnify and save harmless the City, its servants, agents and employees against all actions, suits, claims, assessments, costs, damages and any kind whatsoever, including reasonable legal fees, which the City may suffer as a result of any negligent act or omission or willful misconduct of YWCA or those persons authorized to act on its behalf as a result of the performance or non-performance of the terms and conditions of this Agreement or any other thing done in connection with this Agreement.

11. **Dispute Resolution**

Except as otherwise specifically set forth in this Agreement, any dispute concerning the implementation of this Agreement or the rights and obligations of the parties will be resolved, if possible, by the Recreation Division Manager assigned by the City to administer this Agreement and a representative of the YWCA. For any disputes which cannot be resolved within thirty (30) days by these individuals, either party may request that the Director of Recreation City Wide Services attempt to resolve the dispute with the YWCA CEO.

12. **Termination**

This Agreement may be terminated in the following manner:

12.1 In the circumstances of a case of serious default, such as an instance of gross misconduct or professional negligence, or where the safety or well-being of individuals will be at risk because of the nature of the default, the non-defaulting party may terminate this Agreement immediately upon written notice to the other party; and/or

12.2 Either party may terminate this Agreement for any reason upon at least twelve (12) months’ written notice to the other party.

Until the effective date of any termination, the YWCA will continue to deliver the services required hereunder and the City will continue to make the payments required hereunder without deduction or setoff. In the event of termination of this Agreement, the City and YWCA agree to discuss settlement of resulting costs.

13. **General**

13.1 The parties acknowledge and agree that the recitals at the outset of this Agreement are true and correct.
13.2 Each of the parties hereto will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement, and will use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent, the provisions of this Agreement.

13.3 This Agreement will be governed by and construed in accordance with the laws in force in the Province of Ontario and the courts of such Province will have exclusive jurisdiction with respect to any dispute arising hereunder.

13.4 All of the terms of the Attachments are incorporated into this Agreement. This Agreement and its Attachments constitute the entire Agreement between the parties with respect to the subject matter herein, and cancels and supersedes any prior understandings and agreements between the parties with respect to the subject matter herein.

13.5 All additions or modifications to this Agreement must be made in writing and must be signed by both parties, except that any amendment to Attachment C will be made by the City in accordance with section 7.1 of this Agreement.

13.6 If any provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will no longer form part of this Agreement.

13.7 No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver of such right, power or privilege.

13.8 The relationship of the parties is that of independent contractors and not that of employer-employee, principal-agent, joint venture or partner.

13.9 This Agreement may not be assigned by either party without the prior written consent of the other, and will ensure to the benefit of and be binding on the parties, their respective successors and permitted assigns.

13.10 The headings to each section are inserted for convenience of reference only and do not form part of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

THE HAMILTON YOUNG WOMEN’S CHRISTIAN ASSOCIATION

By: _____________________

Name: ___________________

Title: ____________________
I have authority to bind the Corporation.

CITY OF HAMILTON

By: _____________________

Name: ___________________

Title: _____________________

By: _____________________

Name: ___________________

Title: _____________________

I/we have authority to bind the City.
ATTACHMENT A

CITY OF HAMILTON
AND
YWCA

SENIOR CITIZEN OPERATING AGREEMENT

Space Requirements MacNab Street location

Dedicated space at the MacNab Street location includes the following areas:

- Ground floor reception and central area (SW corner of YWCA building);
- Blue and Green general program rooms;
- Kitchenette;
- Boutique;
- Auditorium to be used as a large multi-purpose space;
- Storage; and,
- Dedicated washrooms.

Standard Hours of Operation

Dedicated space will be kept for primary use by Members during the following standard hours of operation:

- Weekdays 9:00 am – 4:30 pm
- Saturday 9:00 am – 1:00 pm
ATTACHMENT B

CITY OF HAMILTON
AND
YWCA

SENIOR CITIZEN OPERATING AGREEMENT

Space Requirements Ottawa Street location:

Dedicated space at the Ottawa Street location includes the following areas:

- Large General Purpose Room
- Small General Purpose Room
- Kitchen
- Library / Lounge
- Computer Lab
- Dedicated Storage
- Shared Washrooms

Standard Hours of Operation:

Dedicated space will be kept for primary use by Members during the following standard hours of operation:

- Weekdays 9:00 am – 4:30 pm
ATTACHMENT C

CITY OF HAMILTON
AND
YWCA

SENIOR CITIZEN OPERATING AGREEMENT

Annual Operating Grant

The following amounts will be payable in accordance with section 7.1 of this Agreement:

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Amount</th>
<th>Breakdown of Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>$296,920</td>
<td>$186,520 (base funding)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$85,400 (EPC grant)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$25,000 (additional amount approved Council)</td>
</tr>
<tr>
<td>2011</td>
<td>$357,320</td>
<td>$271,920 (base funding)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$85,400 (EPC grant)</td>
</tr>
<tr>
<td>2012</td>
<td>$357,320</td>
<td>$271,920 (base funding)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$85,400 (EPC grant)</td>
</tr>
<tr>
<td>2013</td>
<td>$357,320</td>
<td>$271,920 (base funding)</td>
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<td></td>
<td>$85,400 (EPC grant)</td>
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<tr>
<td>2014</td>
<td>$357,320</td>
<td>$271,920 (base funding)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$85,400 (EPC grant)</td>
</tr>
</tbody>
</table>

The amount of the annual operating grant for 2012, 2013, and 2014, is subject to annual approval by City Council as part of the City budget process and is also subject to receipt by the City of the EPC grant. The above-noted amounts can be periodically reviewed upon agreement of both parties.

“EPC grant”, also known as the “Elderly Persons Centre Grant”, refers to funds received by the City pursuant to an agreement with the Province of Ontario. YWCA agrees to provide the City with any reports, documents and information required by the City pursuant to its agreement with the Province of Ontario.