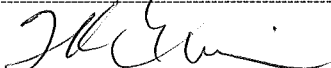


**CITY OF HAMILTON**

**COMMUNITY SERVICES DEPARTMENT  
Recreation Division**

<b>TO:</b> Chair and Members Emergency & Community Services Committee	<b>WARD(S) AFFECTED:</b> CITY WIDE
<b>COMMITTEE DATE:</b> December 7, 2011	
<b>SUBJECT/REPORT NO:</b> YWCA Senior Centre Operating Agreement (CS11002(a)) (City Wide)	
<b>SUBMITTED BY:</b> Joe-Anne Priel Community Services Department	<b>PREPARED BY:</b> Coralee Secore 905.546.2424 ext 4689 James O'Brien 905.546.2424 ext 2065
<b>SIGNATURE:</b> 	

**RECOMMENDATION:**

- 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;
- (b) That the Operating Agreement between the City of Hamilton and the Hamilton Young Women's Christian Association, passed by Council on April 13, 2011, (attached as Appendix A to Report CS11002(a)), be cancelled and replaced with the amended Operating Agreement (attached as Appendix B to Report CS11002(a)); and,
- (c) 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.

**EXECUTIVE SUMMARY**

The purpose of this report is to recommend a one-time grant funding increase for 2011 in the amount of \$85,400 to the Hamilton Young Women's Christian Association (YWCA) for the operation of two senior centres, bringing the City's total grant funding to the YWCA to \$357,320.

The YWCA continues to provide a broad range of programs and services to meet the needs of the seniors in the lower City. Both YWCA senior centres have been operating in a deficit position for 2010 and 2011. After an extensive process the review highlighted an increase is necessary to cover existing costs and address operating pressures.

Council approved the Operating Agreement (attached as Appendix A to Report CS11002(a)) on April 13, 2011, however, the YWCA did not sign due to concerns over the amount of their annual operating grant. Staff has amended Attachment C (attached as Appendix B to Report CS11002(a)) to reflect the annual grant amount payable and added a clause that permits a grant funding review should it be necessary over the duration of the Operating Agreement.

An enhancement for the operating grant increase of \$85,400 has been completed and will be considered as part of the 2012 budget process.

The partnership with the YWCA has been mutually beneficial over the past 35 plus years. The increase in grant funding for the delivery of programs and services will ensure that the YWCA can continue to provide quality programs and services to the seniors in the lower City.

The Recreation Division will be reviewing all operating grants in terms of purpose, funding requirements, deliverables and expectations but due to the imminent need for increased funding for the YWCA staff has given priority to resolving this issue.

***Alternatives for Consideration – Not Applicable***

**FINANCIAL / STAFFING / LEGAL IMPLICATIONS**

**Financial:**

The Community Services Department, Recreation Division will cover the additional \$85,400 for 2011 through the current operating budget surplus.

City funding levels outlined in the Operating Agreement would be increased by \$85,400 for a total of \$271,920 annually for the term of the operating agreement. The annual grant amount \$271,920 for 2012, 2013 and 2014 will be approved by Council as part of

the City's budget process. As part of the review of all of the operating grants, consideration will be given to having them reviewed as Boards and Agencies as part of the budget process.

<b>Year(s)</b>	<b>Total Amount</b>	<b>Breakdown of Total Amount</b>
2010	\$296,920	\$186,520 (grant funding)  \$85,400 (Elderly Persons Centre funding)  \$25,000 (additional amount approved by Council)
2011	\$357,320	\$186,520 (grant funding)  \$85,400 (Elderly Persons Centre funding)  \$85,400 (additional amount approved by Council)
2012, 2013 and 2014	\$357,320	\$271,920 (grant funding)  \$85,400 ((Elderly Persons Centre funding)

**Staffing:**

There are no staffing implications associated with Report CS11002(a).

**Legal:**

The Operating Agreement (Appendix A to Report CS11002(a)) provides either party (the City or the YWCA) with an option to terminate the Agreement upon at least 12 months written notice. A decision by the City to terminate the Agreement does not eliminate the obligation to continue funding for the subsequent 12-month period.

**HISTORICAL BACKGROUND**

City staff has been working with the Young Women's Christian Association (YWCA) since early 2010 to review their operating costs and develop an appropriate and agreed upon funding contribution.

On April 13, 2011, Council approved Report CS11002 which recommended the City enter into an Operating Agreement (attached as Appendix A to Report CS11002(a)) and that the Recreation Division undertake a review of the operating grants provided by the Recreation Division in 2011 and report to Committee on recommendations for funding levels.

However, the YWCA did not sign the Operating Agreement due to concerns over Attachment C of the Operating Agreement which contained the amounts of the annual operating grant from the City for the operation of MacNab Senior Centre and the Ottawa St. Senior Centre.

City staff continued to work with the YWCA to explore the organization's financial concerns and, after an extensive review process are recommending an increase to the operating grant.

#### **POLICY IMPLICATIONS**

There are no policy implications associated with Report CS11002(a).

#### **RELEVANT CONSULTATION**

City staff worked with Senior YWCA staff to analyse and understand the deficit issue and the negative impact it will have on the both the MacNab and Ottawa St. Senior Centres.

The following departments were consulted on the recommendations in Report CS11002(a):

- City Manager's Office, Legal Services Division regarding the Operating Agreement and amendments to Attachment C;
- Corporate Services Department, Treasury Services Division regarding the Grants process and corporate review.

#### **ANALYSIS / RATIONALE FOR RECOMMENDATION**

The YWCA provides a broad range of programs to meet the needs of seniors in the lower City. The MacNab Street Senior's Centre has 548 members, and the Ottawa Street Centre has 260 members, resulting in approximately 50,000 visits to-date in 2011. Both senior centres have been operating in a deficit position for 2010 and 2011.

The YWCA has requested a funding increase to their operating grant to avoid negatively impacting programming.

In 2010 the City provided a one time funding amount of \$25,000 with the intent to undertake a review of the funding in 2011.

The YWCA has provided staff costs, and expenditures for both locations and program information for review. With no funding increases over the past 11 years, the YWCA has had to absorb increased costs while holding the line on program fees. The YWCA's costs are unique when compared to Sackville and Ancaster as the operational and, capital costs for both of these centres are covered by the City and the seniors are responsible for the direct programming costs. The YWCA must cover all operational and capital costs while maintaining the same programming fees as are offered at the City operated centres.

A review of the expenditures is summarized as follows:

- Occupancy costs (2007 – 2011) includes: building maintenance, utilities, capital repairs, upgrades and legislative compliance (AODA) have increased 48%.
- Staff costs (2009 – 2011) have increased 2.5%.
- Administrative costs (2009-2011) have increased 5.5%

Recreation staff has concluded that an increase for 2011 of \$85,400 is required to recover costs associated with the operation of the two senior centres. The amount of the annual grant will increase to \$357,320. Breakdown as follows: \$271,920 base funding (City grant) plus the Elderly Persons Grant (EPC) of \$85,400 received by the City pursuant to an agreement with the Province of Ontario.

The ongoing operating grant increase of \$85,400 will be referred to the 2012 budget process as an enhancement to the Community Services Department Recreation Division budget.

#### **ALTERNATIVES FOR CONSIDERATION:**

None.

#### **CORPORATE STRATEGIC PLAN**

Focus Areas: 1. Skilled, Innovative and Respectful Organization, 2. Financial Sustainability, 3. Intergovernmental Relationships, 4. Growing Our Economy, 5. Social Development, 6. Environmental Stewardship, 7. Healthy Community

#### ***Skilled, Innovative & Respectful Organization***

- ◆ Council and SMT are recognized for their leadership and integrity

***Financial Sustainability***

- ◆ Delivery of municipal services and management capital assets/liabilities in a sustainable, innovative and cost effective manner

***Intergovernmental Relationships***

- ◆ Maintain effective relationships with other public agencies

***Social Development***

- ◆ Residents in need have access to adequate support services
- ◆ People participate in all aspects of community life without barriers or stigma

***Healthy Community***

- ◆ An engaged Citizenry
- ◆ Adequate access to food, water, shelter and income, safety, work, recreation and support for all (Human Services)

**APPENDICES / SCHEDULES**

Appendix A to Report CS110002(a): YWCA Seniors Centre Operating Agreement

Appendix B to Report CS110002(a): Revised Attachment C to Operating Agreement

**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 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup> and January 1<sup>st</sup> 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**

As outlined in Section 7.1 of this Agreement, the City will provide an annual operating grant to the YWCA for the purpose of providing dedicated space and programming for Members at the YWCA's MacNab Street location and Ottawa Street location. The amount of the annual grant will be determined annually as part of the City budget process.

For 2010, the amount of the annual operating payments will be \$271,920 which will be paid quarterly as outlined in the Agreement, commencing on April 1<sup>st</sup>, 2010. In addition, as approved by Council on October 13, 2010, and outlined in Council Report CS10085, the YWCA will be granted an additional \$25,000 in 2010, bringing total grant funding to \$296,920 for calendar year 2010.

For 2011, the base amount of the annual operating grant will remain unchanged at \$271,920. Staff will bring a request to the Emergency and Community Services Committee of Council for an additional \$25,000 again in calendar year 2011. In addition, Recreation staff will be preparing a Report to the Community Services Committee later in 2011, reviewing funding amounts for all Recreation Programs funded with annual operating grants, recommending changes to the funding amounts where warranted. The YWCA will have opportunity to address the recommendations of the Report at that time. Approved recommendations will be referred to the 2012 budget process.

**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:

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

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.