



Hamilton

CITY OF HAMILTON

COMMUNITY SERVICES DEPARTMENT
Office of the General Manager

TO: Chair and Members Emergency & Community Services Committee	WARD(S) AFFECTED: CITY WIDE
COMMITTEE DATE: June 11, 2012	
SUBJECT/REPORT NO: Hamilton Centre for Civic Inclusion - Funding Agreement (CS11023(c)) (City Wide)	
SUBMITTED BY: Joe-Anne Priel General Manager Community Services Department	PREPARED BY: Marjorie Walker (905) 546-2424 ext. 4837
SIGNATURE:	

RECOMMENDATION

That the General Manager of Community Services be authorized to execute the Extension of Letter of Agreement to extend the previously approved funding (\$75,000) for the Hamilton Centre for Civic Inclusion, for the period June 25, 2012 – June 25, 2013, in a form satisfactory to the City Solicitor.

EXECUTIVE SUMMARY

On February 14, 2011, the Hamilton Centre for Civic Inclusion (HCCI) made a presentation to the General Issues Committee (GIC) to request three years of funding, on a declining scale, to aid in their transition towards becoming self-sustaining.

At its meeting of March 24, 2011, the Emergency and Community Services Committee received Report CS11023 and directed staff to enter into a funding agreement with the Hamilton Centre for Civic Inclusion (HCCI).

The Letter of Agreement which commenced on the 24th day of June 2011 will expire on the 24th day of June 2012.

The agreement was based on funding in the amount of \$100,000 for the 2011 fiscal year and provided the basis for funding on a declining scale for the fiscal years 2012 (\$75,000) and 2013 (\$50,000), conditional on fulfilling the requirements and obligations of the Letter of Agreement.

HCCI's report (attached as Appendix "A" to Report CS11023(c)) highlights the activities taken over the last year in pursuing the goal of a more welcoming, inclusive community and complies with the funding agreement. The deliverables support, strengthen, and are in alignment with the Immigration Strategy and Action Plan as developed by the Hamilton Immigration Partnership Council.

As such, City staff are satisfied that HCCI has complied with the agreement and are recommending an extension to the agreement for the period June 25, 2012 – June 25, 2013 with funding in the amount of \$75,000 which was the amount approved by Council in Report CS11023 and approved in the 2012 Tax Supported Operating Budget (Report FCS12014).

Alternatives for Consideration –Not Applicable

FINANCIAL / STAFFING / LEGAL IMPLICATIONS

Financial: Funding for 2012 in the amount of \$75,000 is approved and will be funded from the Tax Stabilization Reserve.

Staffing: There are no staffing implications associated with Report CS11023(c).

Legal: The Extension of Letter of Agreement will be reviewed by Legal Services to ensure that it is consistent with the City's existing Agreement.

HISTORICAL BACKGROUND

The Hamilton Centre for Civic Inclusion (HCCI) is a community-based, non-profit organization dedicated to creating an inclusive and welcoming city through respecting diversity, practicing equity and speaking out against discrimination. Its mandate is to support the City and its major institutions, businesses and service providers to initiate and sustain processes which promote equity and create welcoming and inclusive environments in all areas of civic life, to develop and share training and education resources with the community; to provide the community with access to relevant research and information; and to provide support to marginalized, diverse, ethno-racial and aboriginal communities in Hamilton.

**SUBJECT: Hamilton Centre for Civic Inclusion - Funding Agreement (CS11023(c))
(City Wide) - Page 3 of 6**

At its meeting of March 24, 2011, the Emergency and Community Services Committee received Report CS11023 and directed staff to enter into a funding agreement in the amount of \$100,000 with the Hamilton Centre for Civic Inclusion (HCCI).

The Letter of Agreement (attached as Appendix C to Report CS11023(c)), which commenced on the 24th day of June 2011, will expire on the 24th day of June 2012. The agreement required HCCI to provide:

- ongoing civic skills and leadership training together with an assessment of the measurable outcomes it has for representatives of newcomer and racialized communities in Hamilton;
- community capacity building support to new and emerging communities in the city as measured by the number of communities supported and the nature and results of HCCI's interventions;
- represent – and support the ability of newcomer communities in Hamilton themselves to bring forward their contributions and concerns to the appropriate agencies and decision-making bodies in Hamilton, as measured by the nature of the issues identified, and the number of representations made;
- documentation of these community concerns in the form of reports and briefings, and that they be compiled and quantified throughout the period of the Letter of Agreement;
- presentations and the dissemination of information on diversity and inclusion in order to create a city wide culture of inclusion, as measured by the different audiences served, and the amount of presentations given and information disseminated;
- creation of learning platforms throughout the city on diversity and inclusion and the resultant benefits from these platforms;
- fee for service assistance to agencies and institutions in Hamilton in undertaking inclusionary impact assessments, in engaging with newcomer communities and developing inclusionary action plans.
- regular reports, through the Community Services Department, to City Council Committees and to the Hamilton Immigration Partnership Council on its activities and findings.

As per the terms and conditions of the agreement, HCCI has submitted a report on their achievements (attached as Appendix A to Report CS11023(c)) which provides a brief

overview of the activities. It identifies a number of initiatives undertaken by HCCI with newcomers to encourage civic participation and with emerging newcomer communities in Hamilton relating to community development and capacity building. It identifies public education activities through its website, the media and public speaking engagements, as well as specific skills development projects with immigrant youth.

The report also briefly describes the manner and avenues through which HCCI is working with other community partners and local organizations, including the City of Hamilton, in bringing forward issues of concern to newcomer communities (such as mental health issues) and promoting a diversity and inclusiveness perspective.

In pursuit of the objective of becoming financially self-sustaining, HCCI has established fee for service contracts with a number of agencies in Hamilton and through their Advantage Diversity initiative are working on ways to develop sustainability as a social enterprise.

City staff are satisfied that HCCI is in conformity with the City's funding requirements specifically in terms of the results achieved over the past year.

The agreement discussed the possibility of renewing this Letter of Agreement prior to the expiration of the Term for the following fiscal years 2012 and 2013, conditional to HCCI fulfilling the requirements and obligations of the agreement.

The work of HCCI and their program deliverables support, strengthen and are in alignment with the Hamilton Immigration Strategy and Action Plan. HCCI is seen as an important agency to help move the work of the Hamilton Immigration Partnership Council forward through their newcomer engagement initiatives.

HCCI, with the launch of their Advantage Diversity program is working towards building a more robust social enterprise and establishing a sustainable agency. HCCI will continue to pursue consistent fundraising efforts and seek additional funding from alternative sources in order to build capacity and greater sustainability. Their financial report, up to the period of March 31, 2012 (attached as Appendix B to Report CS11023(c)) has been submitted to the City.

HCCI will be providing updated information on their activities, accomplishments and financials in their presentation to Emergency and Community Services on June 11, 2012.

POLICY IMPLICATIONS

This extension agreement between the City of Hamilton and HCCI will have no direct affect on corporate policies.

RELEVANT CONSULTATION

The Corporate Services Department, Legal Services Division is preparing the extension agreement.

The Corporate Services Department, Finance and Administration has provided input in the continuation of funding from the tax stabilization reserve.

ANALYSIS / RATIONALE FOR RECOMMENDATION

The current work of HCCI aligns well with the Immigration Strategy and Action Plan. The Hamilton Immigration Partnership Council has identified HCCI programming as a need in the community.

Renewals of this agreement, on a declining financial basis, with a reporting and accountability system allows the City to work in closer partnership with HCCI, utilizing them to advance the work of the Immigration Strategy.

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

- ◆ A culture of excellence
- ◆ More innovation, greater teamwork, better client focus

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

APPENDICES / SCHEDULES

Appendix "A" to Report CS11023(c): Hamilton Centre for Civic Inclusion –
Achievements-May 2012

Appendix "B" to Report CS11023(c): Hamilton Centre for Civic Inclusion –
Income Statement 4/1/2012 – 3/31/2012

Appendix "C" to Report CS11023(c): Letter of Agreement – June 24, 2011

Hamilton Centre for Civic Inclusion

Achievements - May 2012

Objectives	Activities	Outcome
To provide ongoing civic skills and leadership training together with an assessment of the measurable outcomes it has for representatives of newcomer and racialized communities in Hamilton.	<p>Developed a series of training sessions on civic participation for newcomers and racialized community members in Hamilton.</p> <p>Organized a series of parent engagement platforms with Hamilton Board of Education</p> <p>Organized and implemented a series of youth leadership training aimed at increasing civic engagement among newcomer and racialized youth.</p>	<p>Offering community Leadership Training to newcomers at the neighbourhood level: Beasley, South Sherman and Riverdale</p> <p>Increased HCCI's involvement in neighbourhood hubs and planning teams. Increased newcomer parent understanding of and involvement in the school system.</p> <p>Increased the capacity of more than 50 youth from the racialized communities to become more involved in civic leadership Trained 10 youth peer-facilitators on the issue of anti-bullying. Connected youth to engagement and leadership opportunities in the community</p>
To provide community capacity building support to new and emerging communities in the City as measured by the number of communities supported and the nature and results of HCCI's interventions;	Establishment of a Capacity Building Secretariat to develop and deliver strategies for capacity building including a series of workshops relating to the operation, management and governance of emerging newcomer not-for-profit organisations in order to increase the capacity, skills and confidence of newcomers to participate in all aspects of community life.	<p>Program developed and tested. Currently offering training to new and emerging groups to e strengthen their capacity to lead: These include:</p> <ol style="list-style-type: none"> 1. Nigerian Association of Hamilton 2. African Canadian Network of Hamilton 3. Chinese Community Association 4. Hispanic Fraternity 5. Russian Community Group 6. Roma Community 7. Liberian Association
To represent and support the ability of newcomer communities	HCCI has organized several pro-active community engagement initiatives for	More than 400 newcomers and supporters participated in 5 sessions organized by HCCI.

<p>in Hamilton themselves to bring forward their contributions and concerns to the appropriate agencies and decision-making bodies in Hamilton as measured by the nature of the issues identified and the number of representations made;</p>	<p>newcomers to bring forward their concerns including: Organized 10 focus group consultations with the following communities: Somali, Chinese, Caribbean, Karen, Muslim, South Asian, and Spanish Speaking communities Established working group on Diversity and Mental Health</p> <p>Hosted educational sessions to identify mental health needs of newcomers in Hamilton</p> <p>Provided training to community leaders on mental health issues and series available in Hamilton.</p> <p>Provided diversity training and assessments to four mental health agencies in Hamilton</p> <p>Led the community engagement work of the Strengthening newcomer services in Hamilton: Hosted 6 community consultations with newcomers and informal sector groups such as faith based and ethno-cultural community organizations to identify newcomer settlement needs</p>	<p>Newcomers and racialized community members have increased their participation on the poverty working groups including 25 and 5 Campaign</p> <p>Prepared report on the perception of mental health issues among targeted diverse community members</p> <p>Increased understanding of mental health among newcomer population. Increased understanding of newcomer needs among mental health service providers.</p> <p>Trained 10 community mental health connectors from various cultural communities to assist in connecting newcomers with mental health issues to appropriate community mental health services.</p> <p>Front line and management staff of four major mental health service providers are increasing their understanding of the diversity and its relationship to how mental health services are designed and delivered.</p> <p>In collaboration with project partners, prepared community report with recommendations on newcomer service needs in Hamilton. Developed and distributed newcomer “quick guides” to help newcomer better navigate the system that is designed to support their settlement and integration.</p>
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<p>To create a city wide culture of inclusion through presentations and the dissemination of information on diversity and inclusion, as measured by the amount of presentations given and information disseminated;</p>	<p>Developed organization communications plan</p> <p>Planned and organized 1st annual community luncheon to commemorate the International Day for the Elimination of Racial on March 21st.</p> <p>Outreached and developed presentations on the value diversity and inclusion to several community and business organizations in Hamilton</p> <p>Community lead on the May 21 International Day for Cultural Diversity</p> <p>Developed presentations for various sectors on diversity and inclusion</p> <p>Wrote and published articles on diversity and inclusion.</p> <p>Created social media tools</p>	<p>Developed key messages on diversity and inclusion</p> <p>More than 200 community members included elected officials attended luncheon with Human Rights Commissioner, Barbara Hall.</p> <p>Delivered several presentations across the community including Hamilton Hive-Hamilton Chamber of Commerce, The Hamilton Spectator senior team, Emergency Food Providers, Ministry of Corrections- Probation and Parole</p> <p>Developed and distributed tips on ways to celebrate diversity and inclusion</p> <p>Developed and disseminated materials on diversity for the education sector</p> <p>Guest presenter on Cable 14 with Hamilton Community Foundation- Vital Signs.</p> <p>Published a number of articles in local press including the Hamilton Spectator.</p> <p>Prepared several press release on Hate Crimes in Hamilton</p> <p>Increased visibility and web presence.</p> <p>Increased visits to HCCI's website</p>
<p>To create learning platforms throughout the city on diversity and inclusion and the resultant benefits from these platforms;</p>	<p>Through our planning process, HCCI has identified the need for public education sessions to highlight the contributions of newcomers and immigrants to Hamilton.</p>	<p>Hosted community dialogue with parents and educators on issues of diversity and inclusion</p> <p>Developed and delivered educational programs to ESL students and newcomers</p>

	<p>Designed and developed diversity audits for public and not for profit sectors.</p> <p>Facilitating dialogue on how to embed a diversity and inclusion lens in policy analysis and development.</p>	<p>Delivered presentations on poverty and race .</p> <p>Working closely with Hamilton Immigration and Partnership Council to adopt diversity and inclusion approach as a best practice in community development.</p> <p>Various community tables including Hamilton Roundtable on Poverty Reduction, Social Inclusion Working Group, Neighbourhood Development Strategy, Affordable Housing Flagship are embedding diversity and inclusion approaches tot heir work.</p>
<p>To provide fee for service assistance to agencies and institutions in Hamilton in undertaking inclusionary impact assessments, engaging with newcomer communities and developing inclusionary action plans</p>	<p>Developed effective outreach and marketing strategies to promote the value of diversity and inclusion to a cross section of stakeholders including business, labour, not for profit and public sector institutions.</p> <p>Developed <i>Diversity Jumpstart</i> program to build public awareness about diversity and inclusion</p> <p>Developed on-line diversity assessment tools for large organizations Created on-line learning platform</p>	<p>HCCI has developed a social purpose enterprise arm called “Advantage Diversity” It is expected that with adequate support, this newly designed component will become a key revenue generation side of the organization. In 2012 alone, an income of \$100,000 was realized from “Fee for Service” contracts:</p> <p>.</p> <p>A series of lunch and learns are being delivered across the community</p> <p>Currently being revised.</p> <p>Currently being tested</p>

**Hamilton's Centre for Civic Inclusion
Income Statement 04/01/2011 to 03/31/2012**

2012

REVENUE	Fiscal YTD	Budget for 2011/12
Sales Revenue		
Fee For Service	100,687.90	95,000.00
Revenue from Funder Agreements	194,203.00	188,503.00
Deferred Revenue from 2010/11	66,000.00	
Fundraising	1,765.00	30,000.00
Total Revenues	<u>362,655.90</u>	<u>313,503.00</u>
EXPENSE		
Salaries & Benefits	232,446.82	232,600.00
Contract Staff	7,901.29	12,136.00
Administration	67,210.40	67,750.00
Rent	14,647.05	13,800.00
Total Expenses	<u>322,205.56</u>	<u>326,286.00</u>
Net Income (deficit) in period	40,450.34	-12,783.00
Opening balance @ fiscal year start	<u>126,803.00</u>	<u>126,803.00</u>
	<u>167,253.34</u>	<u>114,020.00</u>

**Hamilton's Centre for Civic Inclusion
Income Statement 04/01/2011 to 03/31/2012**

REVENUE	Fiscal YTD	Budget for 2011/12
Sales Revenue		
Fee For Service	100,687.90	95,000.00
City of Hamilton	100,000.00	100,000.00
Mental Health Project	50,000.00	50,000.00
Youth Opportunities Program (MCI)	38,503.00	38,503.00
CIC Inter Action Grant	5,700.00	
Deferred Revenue from 2010/11	66,000.00	
Fundraising	400.00	30,000.00
Miscellaneous Revenue	<u>1,365.00</u>	<u> </u>
TOTAL REVENUE	<u>362,655.90</u>	<u>313,503.00</u>
 EXPENSE		
Payroll Expenses		
Salaries	218,801.41	224,000.00 (\$38,040 project)
EI Expense	5,826.83	3,600.00 (\$6367.20 project for CPP/EI)
CPP Expense	<u>7,818.58</u>	<u>5,000.00</u>
Total Payroll Expense	<u>232,446.82</u>	<u>232,600.00</u>
 General & Administrative Expenses		
Annual General Meeting	2,038.10	2,500.00
Accounting & Audit Fees	13,013.60	8,000.00
Advantage Diversity Jump Start	345.00	
Advertising & Promotions	17,545.51	13,000.00 (\$3000 project)
Community Outreach	1,495.00	
Computer Expense	973.27	
Conference Expense	4,308.32	1,000.00
Contract staff	7,901.29	12,136.00 (\$6136 project)
Evaluation	0.00	6,500.00 (project)
Facilitators	100.00	600.00
Insurance	2,097.36	1,200.00
Interest & Bank Charges	1,839.05	1,500.00
Interpretation	1,158.95	6,000.00 (project)
Leasehold Improvements	2,540.00	3,500.00
Memberships	595.00	
Office Supplies	7,273.11	4,000.00
Printing Supplies	2,175.64	2,200.00 (project)
Professional Fees	831.50	
Rent	14,647.05	13,800.00

Resources	3,038.90	9,650.00 (project)
Telephone	897.33	
Training & Development	637.51	
Travel & Entertainment	<u>4,307.25</u>	<u>8,100.00 (project)</u>
Total General & Admin. Expenses	<u>89,758.74</u>	<u>93,686.00</u>
TOTAL EXPENSE	<u>322,205.56</u>	<u>326,286.00</u>
Net Income (deficit) in period	40,450.34	-12,783.00
Opening balance @ fiscal year start	<u>126,803.00</u>	<u>126,803.00</u>
	<u>167,253.34</u>	<u>114,020.00</u>

LETTER OF AGREEMENT

This Letter of Agreement made as of the 24th day of June 2011.

BETWEEN:

CITY OF HAMILTON
(the "City")

- and -

HAMILTON CENTRE FOR CIVIC INCLUSION
(the "Recipient")

WHEREAS:

The Recipient is a community-based, non-profit organization dedicated to creating an inclusive and welcoming city through respecting diversity, practicing equity and speaking out against discrimination;

The Recipient's mandate is to support the City and its major institutions, businesses and service providers to initiate and sustain processes which promote equity and create welcoming and inclusive environments in all areas of civic life, to develop and share training and education resources with the community; to provide the community with access to relevant research and information; and to provide support to marginalized, diverse, ethno-racial and aboriginal communities in Hamilton.

Section 107 of the *Municipal Act, 1991*, S.O. 2001, c. 25, as amended, authorizes the City to make grants, on such terms as to security and otherwise as the council considers appropriate, to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that council considers to be in the interests of the municipality;

The City has agreed to provide the Recipient with funds for ongoing civic skills and leadership training to representatives of newcomer and racialized communities in Hamilton, on the terms and conditions herein set forth;

This Letter of Agreement is authorized by Hamilton City Council as per Report CS11023

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The term of this Letter of Agreement shall commence on the 24th day of June 2011 and shall expire on the 24th day of June 2012, unless terminated earlier in accordance with the provisions of this Letter of Agreement (the "Term"). The parties shall discuss the possibility of renewing this Letter of Agreement prior to the expiration of the Term for the following fiscal years 2012 and 2013, which is conditional on the Recipient fulfilling the requirements and obligations of the agreement. As directed by

City Council, the Recipient shall provide a letter acknowledging and accepting that, subject to the City's annual budget, funding will be provided for a maximum period of three years. Funding for the fiscal years 2012 and 2013 will be on a declining basis (\$75,000 in 2012 and \$50,000 in 2013), which is conditional on the Recipient fulfilling the requirements and obligations of the agreement.

2. Subject to the City's annual budget, the City shall issue to the Recipient an amount of funds approved by City Council from year to year (the "Funds"). If the City is unable to secure the requisite appropriation from City Council for any payment under this Letter of Agreement, the City shall not be obligated to make any payment under this Letter of Agreement. The City shall provide the Recipient with notice of its inability to secure the requisite appropriation as soon as reasonably practicable after City Council makes its budgetary decision.

3. The provision of Funds to the Recipient pursuant to this Letter of Agreement shall be conditional upon the Recipient's organization, administration, promotion and execution of civic inclusion in each and every year of the Term.

4. The Recipient agrees to administer the Funds in a fair and transparent process and shall ensure that the Funds are used solely for the following expenditures in support of civic inclusion:

- a. To provide ongoing civic skills and leadership training together with an assessment of the measurable outcomes it has for representatives of newcomer and racialized communities in Hamilton;
- b. To provide community capacity building support to new and emerging communities in the City as measured by the number of communities supported and the nature and results of HCCI's interventions;
- c. To represent and support the ability of newcomer communities in Hamilton themselves to bring forward their contributions and concerns to the appropriate agencies and decision-making bodies in Hamilton as measured by the nature of the issues identified and the number of representations made;
- d. To provide documentation of these contributions and concerns in the form of reports and briefs, and they be compiled, quantified and submitted to the City throughout the period of the Letter of Agreement;
- e. To create a city wide culture of inclusion through presentations and the dissemination of information on diversity and inclusion, as measured by the amount of presentations given and information disseminated;
- f. To create learning platforms throughout the city on diversity and inclusion and the resultant benefits from these platforms;
- g. To provide fee for service assistance to agencies and institutions in Hamilton in undertaking inclusionary impact assessments, engaging with newcomer communities and developing inclusionary action plans
- h. To submit quarterly reports, through the Community Services Department, to City Council Committees and to the Hamilton Immigration Partnership Council on its activities and findings.
- i. To produce an annual report to the Community Services Department providing a financial statement and description of activities and describing the evaluation processes and the value added and measurable impact of its work.

5. Should the Recipient use the Funds for expenditures not permitted under this Letter of Agreement, the City may demand from the Recipient the payment of funds equal to those already used by the Recipient for the unauthorized expenditures, which funds shall be immediately due and payable.

6. The City shall provide the Recipient Funds in the amount of **\$100,000.00** for the 2011 fiscal year. The Recipient shall receive the Funds in installments. Upon execution of the Letter of Agreement, the Recipient will receive 50% which is \$50,000.00. Within three (3) months from the date of execution of the Letter of Agreement, the Recipient will receive \$25,000.00 provided that the Recipient shall provide the City with a financial statement and report its activities and findings. Within six (6) months from the date of execution of the Letter of Agreement, the Recipient will receive the remaining \$25,000.00, provided that the Recipient shall provide the City with a financial statement and report its activities, findings and results.

7. Should the Recipient cease organizing, administering, promoting civic inclusion, the Recipient shall notify the City of such cessation and shall immediately return any unspent Funds, as of the commencement of the Term, to the City.

8. The City, without liability, cost or penalty, may in its sole discretion terminate this Letter of Agreement:

- (a) immediately if the Recipient ceases to provide leadership training or community support or breaches any other term or condition of this Letter of Agreement or of any other agreement which the Recipient has with the City; and/or
- (b) at any time upon at least ninety (90) days' written notice to the Recipient.

Upon the expiration or earlier termination of this Letter of Agreement, the Recipient shall return any unspent Funds to the City.

The rights and remedies given to the City in this Letter of Agreement are distinct, separate and cumulative, and none of them, whether exercised by the City or not, shall be deemed to be in exclusion of any other rights or remedies provided in this Letter of Agreement or by law or in equity.

9. **INDEMNITY**

- (a) The Recipient shall at all times defend, indemnify and save harmless the City, its officers, employees, agents, invitees, successors and assigns (collectively the "City Indemnitees") from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by or imposed on the City Indemnitees or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, constituent partners, employees, agents and property of the City Indemnitees) directly or indirectly arising out of, resulting from or sustained as a result of the Recipient's performance of or failure to perform this Letter of Agreement, including without limitation claims of any kind arising from the goods and services purchased and activities performed. This covenant shall survive the termination of this Letter of Agreement.

10. **MISCELLANEOUS**

(a) All notices, or any other thing to be given or delivered pursuant to this Letter of Agreement, unless otherwise specified, shall be given in writing and delivered personally or by prepaid registered mail, and addressed

to the City at: City of Hamilton
 City Hall, 71 Main Street West
 Hamilton, Ontario
 L8P 4Y5

 Attention: City Clerk

with a copy to: City of Hamilton
 1 Hughson Street North, 2nd Floor
 Hamilton, Ontario
 L8R 3L5

 Attention: General Manager

and to the Hamilton Centre for Civic Inclusion
Recipient at: 267 King Street East
 Hamilton, Ontario
 L8N 1B9

 Attention: Executive Director

or such other address as the City or Recipient may, from time to time, advise each other by notice in writing. All notices mailed hereunder shall be deemed to have been given and received by the addressee seventy-two (72) hours following mailing, or in the case of personal delivery, upon delivery. In the event of actual or threatened postal interruption, all notices shall be delivered personally.

(c) Neither this Letter of Agreement nor the Funds shall be assigned in whole or in part by the Recipient without the prior written consent of the City.

(d) This Letter of Agreement and all terms, covenants, conditions and provisions herein reserved shall be binding upon and shall ensure to the benefit of the City and Recipient and their respective successors and permitted assigns.

(e) No term or provision of this Letter of Agreement shall be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.

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

(g) Time is of the essence for this Letter of Agreement and for every part hereof.

(h) This Letter of Agreement shall not be construed to constitute an agency, partnership or joint venture between the parties hereto.

(i) This Letter of Agreement embodies the entire agreement of the parties hereto and no understandings or agreements, collateral, verbal or otherwise exist between the parties except as expressly set out herein or as may hereafter be agreed to, in writing, by the parties.

(j) This Letter of Agreement shall be construed in accordance with and governed by the laws, and subject to the jurisdiction of the courts, of the province of Ontario and the federal laws applicable therein.

IN WITNESS WHEREOF the parties hereto have duly executed this Letter of Agreement by its officers duly authorized in that behalf.

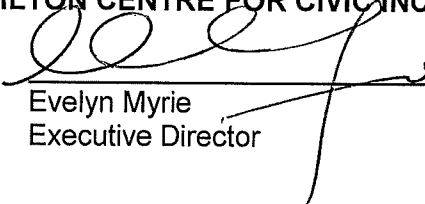
CITY OF HAMILTON

Per: 
Joe-Anne Priel
General Manager

I have authority to bind the City.

Date June 24/11

HAMILTON CENTRE FOR CIVIC INCLUSION

Per: 
Evelyn Myrie
Executive Director

I have authority to bind the Recipient.

Date June 24/11