

CITY OF HAMILTON

**COMMUNITY AND EMERGENCY SERVICES DEPARTMENT
Recreation Division**

TO: Chair and Members, Emergency and Community Services Committee	WARD(S) AFFECTED: WARD 2
COMMITTEE DATE: October 22, 2013	
SUBJECT/REPORT NO: Beasley Community Centres Operating Agreement (CS13018(a)) (Ward 2) (Outstanding Business List Item)	
SUBMITTED BY: Joe-Anne Priel General Manager Community and Emergency Services Department	PREPARED BY: Deb Clinton (905) 546-2424 ext. 2660 Bryan Ozorio (905) 546-2424 ext. 7017
SIGNATURE:	

RECOMMENDATION

- (a) That the Operating Agreement between the City of Hamilton and Wesley Urban Ministries for the operation of the Beasley Community Centres from November 1, 2013 to September 30, 2015 in the amount of \$85,512 to be funded from the Recreation Division's existing operating budget (attached as Appendix A to Report CS13018(a)) be approved;
- (b) That the General Manager of Community and Emergency Services be authorized and directed to execute the Operating Agreement between the City of Hamilton and Wesley Urban Ministries for the operation of Beasley Community Centres, in a form satisfactory to the City Solicitor; and,
- (c) That the outstanding business item identified as "Beasley Community Centres Operating Agreement" be removed from the outstanding business list.

EXECUTIVE SUMMARY

In 2004, the City of Hamilton and Hamilton Wentworth District School Board (HWDSB) began discussions to investigate the exchange of a portion of land in Beasley Park in order to facilitate the construction of a new school, and improve park and/or recreation assets.

As a result of these discussions and identified land constraints, it was determined the most effective way to service the community was to build a new Recreation Centre in conjunction with the new Dr. Davey School and attach the two sites.

The outcome of this partnership is an integrated building design which allows the community centre and parts of the school to be accessed at different times of the day, which includes access during school hours. Also incorporated into the design is dedicated space for the Beasley Child & Family Centre which is operated by Wesley Urban Ministries (WUM).

In May 2009, Council directed staff to negotiate and execute a License Agreement with WUM giving them authority to occupy dedicated space in the new Beasley Centre for the Child and Family Centre and to provide programming in both the new and old Beasley Centres (Report PW09037/ECS07092(b)). This agreement was completed in the fall of 2012 and will expire in September 2015.

While WUM provides some on site programming, currently both centres are managed and operated by part-time City of Hamilton Recreation staff. It is recommended that the city enter into an Operating Agreement with Wesley Urban Ministries to manage, operate and program the Beasley Community Centres on behalf of the City of Hamilton. This responsibility will include opening and closing the two community centre facilities, and entering into partnerships with other organizations to establish and expand the offerings of social and recreational programs. The current recreation staff assigned to Beasley Community Centre will be transferred to other city facilities.

The term of the Operating Agreement will be from November 1, 2013 to September 30, 2015. The total amount of funding for the three year period will be \$85,512.54, which will be funded from the Recreation Division's existing operating budget.

During the course of the agreement, the City will monitor performance and service expectations through quarterly reports and evaluation.

At the end of the term of the agreement, the Parties will have the option to negotiate a second term of up to three years in length. The City will not be obligated to renew the Agreement and shall retain the option to reject any subsequent renewal of this agreement.

Report CS13018 was presented to the Emergency and Community Services Committee (E&CS) on July 10, 2013 requesting approval of the operating agreement with WUM to operate the Beasley Community Centres. The E&CS committee directed staff to engage in further consultation with the Beasley Neighbourhood Association (BNA) and other parties involved (e.g. WUM, HWDSB) to clarify and resolve outstanding issues related to access and community use of the community centres and the adjoining Dr. Davey school.

A meeting was held with the BNA on the evening of September 4, 2013. Several issues related to access, priority of programs and booking procedures were discussed and clarified. All parties expressed their commitment to working together so that the community centres and school will be fully accessible to the Beasley community. This work will be coordinated through the Beasley Community Centre Steering Committee.

Alternatives for Consideration – Not Applicable

FINANCIAL / STAFFING / LEGAL IMPLICATIONS

Financial: Funding in the amount of \$85,512.54 will be provided over the life of the operating agreement to be funded from the Recreation Division's operating budget.

Staffing: 1.34 FTE's will be transferred to other facilities within the district (District 3).

Legal: Legal Services have reviewed and approved the Operating Agreement (attached as Appendix A to Report CS13018(a)) to ensure the protection of City assets and deliverables.

HISTORICAL BACKGROUND

The original Beasley Community Centre was built in 1994 and provides 3,168 square feet of program space for a number of recreation, local and social service providers.

In 2004, the City of Hamilton and Hamilton Wentworth District School Board (HWDSB) began discussions to investigate the exchange of a portion of land in Beasley Park in order to facilitate the construction of a new school, avoid student displacement and improve park and/or recreation assets. As a result of these discussions and identified land constraints, it was determined that the most effective way to service the community was to build the new Recreation Centre in conjunction with the new Dr. Davey School and attach the two sites.

**SUBJECT: Beasley Community Centres Operating Agreement (CS13018(a))
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In December 2007, Council authorized the General Manager of the Community Services Department to draft an agreement with the HWDSB to design and build a community centre that would be attached to the new school.

The outcome of the agreement resulted in an integrated building design that allows the community centre and parts of the school to be accessed at different times of the day, including school hours. The design also included dedicated space for the Beasley Child & Family Centre which is currently operated by Wesley Urban Ministries (WUM).

In May 2009, Council directed staff to negotiate and execute a License Agreement with WUM regarding dedicated space for the Beasley Child & Family Centre (Report PW09037/ECS07092(b)) at the new Beasley Community Centre. The agreement was completed in the fall of 2012 and will expire in September 2015. The License Agreement provided WUM with dedicated space in the new Beasley Centre and a mandate to provide programming in both the new and old Beasley Centres.

WUM has an annual budget of \$153,000.00 to fund their child and family programs. Sources of this funding include Ministry of Tourism, Culture and Sport, Hamilton Community Foundation, private foundations, and, agency fundraising efforts. WUM currently operates a number of programs in the community centres, including the Beasley Child & Family Centre, the Family Literacy Program, the Teen Drop-In Program and the Afterschool Program. Programs offered by other service providers include:

- The Community Health Bus offered through Public Health;
- A children's breakfast program, and an autism program offered through the Hamilton Wentworth District School Board (HWDSB); and,
- Meetings and special events hosted by community groups such as the Beasley Neighbourhood Association (BNA), Beasley Neighbourhood Charter Group and the Hamilton Skateboard Assembly.

All of these free neighbourhood based activities will continue to be offered through the stewardship of WUM. In addition to these activities, the Recreation Division, WUM and the Beasley community will be looking to accomplish the following:

- Expansion of programs to seven (7) days a week;
- Increasing local community groups' access to space, particularly for sport and recreational opportunities in both the community centres and the Dr. Davey School;
- Increasing the number of individuals participating in programs; and,
- Ensuring clear, consistent communication with all stakeholders.

Report CS13018 was presented to Emergency and Community Services Committee (E&CS) on July 10, 2013 requesting approval of the operating agreement with WUM to operate the Beasley community centres. The E&CS Committee directed staff to engage in further consultation with the Beasley Neighbourhood Association (BNA) and other parties involved (e.g. WUM, HWDSB) to clarify and resolve outstanding issues related

to access and community use of the community centres and the adjoining Dr. Davey school.

A meeting was held with the BNA on the evening of September 4, 2013. Several issues related to access, priority of programs and booking procedures were discussed and clarified. All parties expressed their commitment to working together so that the community centres and school will be fully accessible to the Beasley community. This work will be coordinated through the Beasley Community Centre Steering Committee.

The HWDSB reiterated their commitment to working with all parties to ensure that sufficient access to designated school spaces (gymnasium, library and fitness room) in the Dr. Davey School will be provided for community and recreational programming. Capital work for the gymnasium, library, and fitness room that allows the school to be closed off from the Community Centre, will be completed before the effective date of the agreement (November 1st, 2013).

Access to the spaces will be secured through the HWDSB's permitting process at no cost to members of the community.

POLICY IMPLICATIONS/LEGISLATED REQUIREMENTS

There are no policy implications to Report CS13018(a).

RELEVANT CONSULTATION

At the July 10, 2013 E&CS committee meeting, staff were directed to engage in further consultations with the BNA and other parties to resolve issues raised at the July 10th meeting.

A meeting was held with the BNA on the evening of September 4, 2013. The meeting was attended by Councillor Farr, HWDSB Trustee Judith Bishop and other representatives of the BNA, WUM, HWDSB and City Recreation staff. Issues discussed included:

- Procedures for booking space in the community centres and school complex;
- How available space in the complex can be communicated more effectively;
- Developing policies and procedures for determining priority uses;
- Working cooperatively to develop community accessible programs;
- The provision of dedicated and secure space in the old Beasley Community Centre for the BNA;
- An update from HWDSB on status of capital work in Dr. Davey School to allow for use of school areas in evenings and weekends; and,

- Security issues.

A number of issues were clarified or resolved related to access and related procedures. All parties agreed to work together to develop the policies and programs that need to be developed so that the community centres and school will be fully accessible to the Beasley community (e.g. criteria for determining priority programs to be developed, mitigating bottleneck created by buzzer system, streamlining booking procedures).

Other consultations took place throughout the development of the Operating Agreement that preceded the September 4th meeting.

Hamilton Wentworth District School Board

The HWDSB supports the concept of a 3rd party service provider in the Beasley Community Centres. As well, recent consultations between the HWDSB and the City has resulted in renovations to the school, which will allow expanded community access to additional space on the 2nd floor of the new community centre and to the school gymnasium.

Beasley Neighbourhood Association/Charter Committee

The Beasley Neighbourhood Association and Charter Committees were consulted on the proposed Operating Agreement with WUM. During this consultation the Beasley Neighbourhood Association expressed the desire to be included in the development of the process of transferring the management of the Beasley Community Centre from the City to WUM and to be involved and consulted regarding future programming needs and design.

In April 2011, the Recreation Division and WUM presented all relevant information related to the proposed partnership to the Beasley Neighbourhood Association (BNA). The BNA supported the partnership proposal and expressed interest in being involved with the partnership.

To further involve and engage the community in the planning for the Beasley Community Centres, representatives of the BNA, WUM, Recreation staff, Dr. J. Edgar Davey School staff, and the Parent Council met and developed a Terms of Reference (attached as Appendix A, Schedule B to Report CS13018(a)) for the Beasley Community Centre(s) Steering Committee.

Wesley Urban Ministries Board of Directors

The WUM Board of Directors were consulted on the development of the proposed Operating Agreement and supports the initiative moving forward.

Internal City of Hamilton:

- Ward 2 City Councillor
- Solicitor, Legal Services Division, City Managers Office
- Risk Management & Insurance Coordinator, Corporate Services
- Director, Strategic Services, Community & Emergency Services Department
- Senior Procurement Specialist, Corporate Services
- Employee & Labour Relations Office, Human Resources Department, City Manager's Office
- Communications Officer, Strategic Services, Community & Emergency Services Department
- Manager, Finance & Administration, Corporate Services

The purpose of the consultations with the above internal City of Hamilton staff and the Ward Councillor was to ensure that all key stakeholders and decision makers understood the rationale behind the proposed Operating Agreement with WUM.

Consultation also confirmed that the Recreation staff would be in compliance with City policies and procedures as it relates to the transfer of responsibilities to WUM as detailed in the proposed Agreement (Attached as Appendix A to Report CS13018(a)).

ANALYSIS / RATIONALE FOR RECOMMENDATION
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WUM and the City of Hamilton have a long history of partnership in the Beasley neighbourhood. The selection of WUM to operate the Beasley Community Centres is a natural progression of the work that has been accomplished in the neighbourhood to date. WUM has a proven track record of providing quality recreation programs for children and teens in this neighbourhood since 2005. The proposed Operating Agreement allows the City to leverage the unique and expansive relationship that WUM has already established with the City, other partners and the Beasley neighbourhood. Benefits will include:

- Cost avoidance to the City. Opportunity exists to leverage additional funding sources available to WUM to expand programs, services and staffing at no additional cost to the net levy;
- Opportunity to bundle programs and services offered at Beasley Community Centre through one primary service provider;
- Leveraging the synergies created by WUM with other community partners to assist in building community capacity and promote sport and recreation programs; and,
- A more flexible and community based approach to identifying recreational needs and opportunities and translating those into practical programs and services.

ALTERNATIVES FOR CONSIDERATION

There are no alternatives to Report CS13018(a).

ALIGNMENT TO THE 2012 – 2015 STRATEGIC PLAN:

Strategic Priority #1

A Prosperous & Healthy Community

WE enhance our image, economy and well-being by demonstrating that Hamilton is a great place to live, work, play and learn.

Strategic Objective

1.5 Support the development and implementation of neighbourhood and City wide strategies that will improve the health and well-being of residents.

1.6 Enhance Overall Sustainability (financial, economic, social and environmental).

Strategic Priority #2

Valued & Sustainable Services

WE deliver high quality services that meet citizen needs and expectations, in a cost effective and responsible manner.

Strategic Objective

2.1 Implement processes to improve services, leverage technology and validate cost effectiveness and efficiencies across the Corporation.

2.2 Improve the City's approach to engaging and informing citizens and stakeholders.

2.3 Enhance customer service satisfaction.

Strategic Priority #3

Leadership & Governance

WE work together to ensure we are a government that is respectful towards each other and that the community has confidence and trust in.

Strategic Objective

3.4 Enhance opportunities for administrative and operational efficiencies.

APPENDICES / SCHEDULES

Appendix A to Report CS13018(a): Operating Agreement between the City of Hamilton and Wesley Urban Ministries for the operation of the Beasley Community Centres

OPERATING AGREEMENT:

**Recreation Programs at Beasley Community Centres (133 and 145 Wilson Street)
(the "Agreement")**

THIS AGREEMENT dated this 1st day of November, 2013

BETWEEN:

Wesley Urban Ministries
(The "Service Provider")

AND

CITY OF HAMILTON
(The "City")

Collectively referred to as the "Parties"

WHEREAS City Council has approved Item No. XX of Emergency and Community Services Committee Report No. CS13018(a) authorizing the City to enter into an Agreement with Wesley Urban Ministries for the purposes of operating the facility and providing funding to assist with the provision of health, wellness and recreation programming in the Beasley Community Centres (the "Centres" or "Premises") on 133 and 145 Wilson Street.

AND WHEREAS the Service Provider is a not-for-profit corporation committed to supporting and investing in our future by offering opportunities to the children, families and youth living in this neighbourhood;

AND WHEREAS the City wishes to fund the Service Provider, a non-profit corporation, for programming and operating of the Centres, over a three year period in the total amount of \$85,512.00;

NOW THEREFORE in consideration of the payments and terms contained in this Agreement the City and Service Provider agree as follows:

DEFINITIONS AND INTERPRETATION

1. In this Agreement the following terms shall have the following meanings:

- a) "Agreement" means this agreement and the schedules attached thereto as at the date hereof and as amended from time to time, in writing

- b) "Business Day" means any day on which the City's administrative offices are open for business;
 - c) "City" means the City of Hamilton as created by the *City of Hamilton Act*, S.O. 2001, c.14;
 - d) "Community & Emergency Services Department" means the Community & Emergency Services Department of the City;
 - e) "Council" means the Council of the City of Hamilton;
 - f) "General Manager" means the General Manager of the Community & Emergency Services Department or his or designate; and
 - g) "Lease" means a lease agreement between the City of Hamilton and The Hamilton-Wentworth District School Board dated the 3rd day of May, 2012 for the Centres.
2. In this Agreement, words in or implying the singular include the plural and vice versa, and words having gender include all genders.
 3. The headings in the Agreement are inserted for convenience of reference only and do not form part of the Agreement.
 4. A reference to any act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any act, by-law, rule or regulation or provision enacted in substitution therefore or amendment thereof.
 5. The following schedules form part of this agreement:
 - Schedule "A": Wesley Urban Ministries Beasley Community Centre(s) 2013 Service Plan
 - Schedule "B": Terms of Reference - Beasley Community Centre(s) Steering Committee
 - Schedule "C": The City of Hamilton Identity Standards Guide

The Parties agree that unless the context clearly indicates otherwise, all references in this Agreement to this Agreement shall be deemed to include such schedules.

OBLIGATIONS OF THE CITY

6. The City shall pay to the Service Provider funding for the program expenses set out in Schedule "A". These funds shall be:

- a) Paid to the Service Provider for operation of Beasley Community Centres the amount over the three year term of \$85,512.00 to be paid in quarterly instalments totalling \$7436.00 in 2013, \$44,615.00 in 2014 and \$33,461.00 in 2015.
7. The City, working with the Hamilton Wentworth District School Board, shall be responsible for all regular maintenance, utilities, realty taxes, and required capital improvements at the Centres. For the purposes of this Agreement, "capital improvement" shall mean an addition to or an extension, enlargement, alteration, replacement or other improvement of a work of such nature or character that it is usually and properly accounted for as a capital asset, and shall include but shall not be limited to a sound system and electronic equipment for the benefit of the Centres, and "capital improvements" shall mean more than one of them. Capital improvements will also include chattels or equipment purchased by the Service Provider that will be available on loan for the purpose of community programming beyond that of the Wesley Urban Ministries. This would include but not limited to other local programs (e.g. schools and high schools), community based programs and or special events requiring the use of the Centres for a limited but specific duration of time.

OBLIGATIONS OF THE SERVICE PROVIDER

8. Without limiting or restricting in any way any other responsibilities and obligations of the Service Provider in this Agreement, the Service Provider shall, at its sole cost:
 - a) undertake the activities as set out in the 2013 Service Plan;
 - b) provide all services required under this Agreement on a basis which is fair, confidential, accessible, responsive, sensitive and adequate and that respects the rights, dignity, culture and diversity of the participants;
 - c) ensure that all health and safety requirements are met;
 - d) seek written approval in advance of changes to the Annual Operations Plan;
 - e) accept sole responsibility for cost overruns or deficits;
 - f) ensure that the Premises and any buildings and/or structures thereon are secured and safeguarded at all times;
 - g) be responsible for the security of any specialty equipment;
 - h) ensure, that the Centres are maintained in a condition of good repair, and report repairs required in a timely manner, and that the Premises will be maintained in a safe, and tidy condition, free from hazards. Additionally, report cleaning deficiencies to both the HWDSB and City of Hamilton, if required.

- i) at all times keep the Centres and any buildings, structures, erections or improvements thereon reasonably clean and free from debris, discarded or unnecessary materials, equipment or supplies, loose soil, empty containers and all other unsightly or potentially dangerous rubbish;
- j) not do or permit any waste or damage, disfiguration or injury to the Centres or any of the equipment, chattels, fixtures, buildings, structures, erections or improvements of the City thereof or permit any overloading of the floors thereof; not to place therein any safe, heavy business machine, or other heavy thing, without first obtaining the consent in writing of the City;
- k) ensure that all materials, equipment and supplies delivered to the Premises are neatly and safely stored or contained upon delivery and shall be so maintained until used up;
- l) report issues to the HWDSB and City of Hamilton if the Premises are not kept clear of ice, snow, slippery surfaces or of any other unsafe condition, including but not limited to ensuring that the exterior parking areas, perimeter, doors to the building, walkways and approaches to the Premises are cleared of snow and salted while the building is operated by the Service Provider;
- m) take reasonable and required measures, including those required by authorities having jurisdiction, to protect public and those employed on the Premises from bodily harm and to protect adjacent public and private property and City's property from damage;
- n) not allow the introduction or use of beer or other alcoholic beverages or liquors upon the Premises without the written consent of the City and on such conditions as the City may impose including but not limited to strict compliance with the City of Hamilton *Municipal Alcohol Risk Management Policy*, the *Liquor Licence Act* (Ontario), as amended, the *Alcohol and Gaming Regulation and Public Protection Act, 1996* (Ontario) and the regulations thereunder;
- o) not allow the introduction or use of illegal narcotics upon the Premises;
- p) ensure that all tools, equipment, supplies and materials are stored properly and in a safe and secure manner;
- q) not use or permit to be used any part of the Premises for any dangerous, noxious or offensive business and not cause or permit any nuisance in, at or on the Premises;
- r) not use or produce on the Premises or allow to be brought on to the Premises any noxious, offensive, toxic or hazardous substance or any equipment or parts which contain any such substances, or any substance which if it were to remain on or escape from the Premises would contaminate the Premises or any other property to which it came in contact. This provision shall not apply to prevent the Service

Provider from bringing vehicles and equipment, which contain gasoline and engine oil, upon the Premises provided that such vehicles are adequately protected against the escape of such substances;

- s) endeavour to adequately protect and preserve all existing trees, shrubs and other landscaping items, if any, on the Premises;
 - t) not damage or remove any trees or shrubs on the road allowance or adjoining lands unless the City shall otherwise direct;
 - u) make full restitution for harm and damage resulting from failure to take adequate protective measures, and shall make good any such damage from whatever cause;
 - v) ensure that any and all contractors performing or engaged to perform any capital work or repairs to the Premises are approved in writing by the City in advance of commencing any such work or repairs and provide insurance naming the City as an additional insured party, that the contractors are qualified to do the intended works or repairs, and that all safety precautions, permits, laws and regulations are fully complied with at all times;
 - w) not do anything or permit anything to be done on the Premises which may constitute a nuisance, cause damage or loss or endanger the Premises, adjoining properties or any person;
 - x) ensure that at all times the irrigation panel is easily accessible and that the irrigation panel is kept free of any obstructions;
 - y) include the City of Hamilton logo and recognize the partnership on promotional material, subject to prior approval and in general accordance with the City of Hamilton Identity Standards Guide in Schedule B;
 - z) honour all existing agreements with community groups and the Hamilton-Wentworth District School Boards as outlined under Roles and Responsibilities in Schedule A; and,
 - aa) adhere to the Recreation Division Policy & Procedures Manual as provided by the City and meet or exceed the standards as outlined.
9. The Service Provider shall prepare and submit to the City:
- a) Submission of the Annual Service Plan and its applicable schedules on an annual basis (as set out in Schedule "A"); and
 - b) Submission of Data and Outcome Reports on a quarterly basis (as described in Schedule A).

10. The Service Provider shall retain its records of any kind in relation to the services provided under this Agreement for a period of 7 years.
11. The Service Provider covenants and agrees that it will use the Centres in such a manner and at such times not to compromise Hamilton Wentworth District School Board's ability to operate the Leased Premises and its surrounding lands in accordance with its mandate under the *Education Act*.
12. The Service Provider accepts the Centres in their present condition and acknowledges and agrees that the City has not given any representation, warranty or condition, express or implied, in fact or by law, as to the state, quality or condition in, on, or of the Centres, whether with respect to environmental matters or otherwise, or that the Centres are suitable for any particular use or purpose (including, but not limited to any use permitted by this Agreement) or as to any other matter or thing, whether or not related to any of the foregoing. Furthermore, the Service Provider assumes any and all risks relating to the physical condition of the Centres, including the surface and subsurface conditions thereof. Neither the Service Provider nor any permitted occupant shall have any recourse to the City as a result of the nature or condition of the Centres, whether or not the City has or had actual or imputed knowledge of such nature and condition as at the commencement date of this Agreement or at any other time during the Term or any renewal thereof. The Service Provider acknowledges and agrees that the Service Provider shall be an occupier pursuant to the *Occupiers' Liability Act* (Ontario), as amended.

REVIEW OF SERVICES

13. The General Manager shall have the right, at all reasonable times, to inspect or otherwise review the services performed or being performed and the premises where they are being performed, including records of any kind in relation to the services performed or being performed.

OBSERVANCE OF APPLICABLE LAWS AND POLICIES

14. This Agreement and all matters relating to this Agreement, its construction, validity, effect, interpretation, infringement and remedies shall be governed by and construed in accordance with the laws of the Province of Ontario and the Parties specifically submit to the exclusive jurisdiction of the courts of the Province of Ontario.
15. It is a condition of this Agreement that the Service Provider, when carrying out its duties under this Agreement, shall comply with all applicable federal, provincial and municipal legislation, regulations and by-laws, as amended, including, but not limited to, any applicable access to information or protection of privacy legislation.
16. The Service Provider shall give the required notices and comply with the laws and by-laws, rules, regulations, codes and orders of the authorities having jurisdiction that are, or

become in force during the performance of the services under this Agreement and which relate to the preservation of the public health and to health and safety.

INSURANCE

17. Throughout the term of the Agreement (including any renewal thereof), the Service Provider shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance.
 - a) Commercial General Liability Insurance, written on IBC Form 2100 or its equivalent, including but not limited to bodily injury and personal injury liability, property damage, products liability, completed operations liability, non-owned auto liability, owners & contractors protective liability, blanket contractual liability, premises liability, broad form property damage, employer's liability and voluntary compensation) and contingent employer's liability coverage, having an inclusive limit of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
18. The Commercial General Liability insurance policy shall:
 - a) be in the name of the Service Provider and shall name the City of Hamilton, as an additional insured there under;
 - b) contain an endorsement to provide the City of Hamilton with 30 days written notice of cancellation or of a material change that would diminish coverage; and
 - c) Preclude subrogation claims by the insurer against anyone insured there under.
19. The Service Provider shall deliver to the City certificates of insurance originally signed by authorized insurance representatives, or, if required by the City, certified copies of such policies prior to the execution of this Agreement and for all renewals thereafter during the Term of this Agreement no later than twenty (20) days prior to their renewal date and at any other time upon request by the City. Certificate Holder will be addressed as the City of Hamilton, City Hall, 71 Main Street West, Hamilton, Ontario L8P 4Y5. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address, to the attention of Community & Emergency Services Department. In the event that the Service Provider fails to do so, then this agreement may be immediately terminated at the City's option without further notice.

INDEMNITY

20. The Service Provider acknowledges that the City shall not be liable to the Service Provider or any other party in relation to the provision of the services under this Agreement and the Parties agree that the Service Provider shall not be deemed an agent of the City for any purpose.

21. The Service Provider covenants and agrees to defend, indemnify and save harmless the City from any and all claims, demands, losses, charges, liabilities, actions, causes of action and any other proceeding of any nature made or brought against, suffered or imposed upon the City or its property in respect of any loss, damage, injury or death to any person or property directly or indirectly arising out of, resulting from or sustained by reason of the performance of the Service Provider of its obligations under this Agreement.

INDEPENDENT CONTRACTOR

22. It is expressly understood by the Parties that the Service Provider is acting as an independent contractor in the performance of this Agreement and that the Service Provider, its officers, directors, employees or agents shall not be deemed to be the employees, agents, partners of, or in a joint venture with the City.

FORCE MAJEURE

23. The obligations of the Service Provider shall be suspended during any period of time in which the Service Provider is, as a result of strike, lock-out or other labour dispute, or any act of God, prevented from continuing to provide the services under this Agreement.

BREACH /FAILURE TO PERFORM

24. Any of the following occurrences or acts shall constitute an event of default by the Service Provider:

- a) the Service Provider fails to perform any covenant, condition or obligation required to be performed or observed under this Agreement;
- b) the Service Provider (i) becomes bankrupt; (ii) has its property seized or attached in satisfaction of a judgment; (iii) has a receiver appointed; (iv) commits any act or neglects to do anything with the result that a construction lien or other encumbrance is registered against the Centres or any part thereof; (v) without the City's written consent, makes or enters into an agreement for a sale of its assets to which the *Bulk Sales Act* applies; (vi) takes action with a view to winding up, dissolution or liquidation of the Service Provider;
- c) any insurance policy is canceled or not renewed by reason of the use or occupation of the Centres or by reason of non-payment of premiums; and
- d) the Centres become vacant or abandoned or are used by any other person or persons for any purpose other than as provided for in this Agreement without the City's written consent.

25. When a default on the part of the Service Provider has occurred:

- a) all amounts payable, together with all other amounts owing by the Service Provider to the City, including those payments not yet due if any, shall immediately become due and payable; and,
 - b) the City shall have the right to terminate this Agreement, or in lieu of termination, the City shall have the right to re-enter the Centres and to retake possession of the Centres and deal with them as it may choose.
26. When a default has occurred and the City chooses not to terminate this Agreement, the City shall have the right, but not the obligation, to take any and all necessary steps to rectify any or all acts of default of the Service Provider and to charge the costs of such rectification (including without limitation solicitor fees) to the Service Provider and to recover the costs from the Service Provider, which amount shall be immediately due and payable.
27. The City's rights under this Agreement shall not in any manner be prejudiced even if the City has overlooked or condoned any non-compliance, breach or default with the terms, covenants and conditions of this Agreement by the Service Provider nor shall the City's rights in any way be limited or restricted by any other right or privilege that the City may have under this Agreement or provided by law. Upon default by the Service Provider under any term, covenant or condition of this Agreement, and at any time after the default, the City shall have all rights and remedies provided by law and by this Agreement. No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, the City may remedy any default by the Service Provider in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Service Provider. The failure of the City to insist upon strict performance of any of the covenants, terms or conditions of this Agreement, in any one or more instances, shall not be construed as a waiver of its right to insist on compliance with same or any other covenant, term or condition at any time. All rights and remedies of the City granted or recognized in this Agreement or by law are cumulative and may be exercised at any time from time to time independently or in combination. No covenant, term or condition of this Agreement shall be deemed to have been waived by the City unless the waiver is in writing and signed by the City.

MISCELLANEOUS

28. This Agreement shall be binding on and enure to the benefit of the City, the Service Provider and their respective successors and assigns, except that the Service Provider neither of the Parties to this Agreement shall not assign any of their rights or obligations with respect to this Agreement without the prior written consent of the City, which consent may be withheld by the City in its sole discretion or given subject to such conditions as the City may impose.

29. Any provision of this Agreement, which is or becomes prohibited or unenforceable in any jurisdiction, shall not invalidate or impair the remaining provisions of this Agreement, which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.
30. The fact that the City refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the City shall not prevent the City in any way from later exercising any other right or remedy under this Agreement or other applicable law.
31. Each of the Parties agree to execute any additional documentation or give such further assurances as may be required by any of them from time-to-time in order to give effect to the spirit and intent of this Agreement.
32. This Agreement and its Schedules constitute the entire Agreement between the Parties and cancels and supersedes any prior agreements or undertakings, written or verbal, in respect of it.
33. In the event of the expiration or termination of this Agreement for any reason whatsoever, the provisions of this Agreement that by their nature extend beyond the expiration or termination shall survive and remain in effect until all obligations are satisfied.
34. No legal title or leasehold interest in the Premises or the lands is created or vested in the Service Provider by virtue of this Agreement.
35. This Agreement may not be registered against title to the Centres, the City-owned Premises or the lands.
36. Notwithstanding anything herein contained, the City shall have unrestricted access to the Centres in an emergency situation. In the event that emergency work is necessitated as a result of the act, omission or neglect of the Service Provider, such work may be undertaken immediately, without notice, by the City and all reasonable costs, expenses and expenditures of the City of such emergency work shall be borne by the Service Provider and payable forthwith upon written demand by the City, and the City shall have no liability to, or obligation to compensate, the Service Provider for any loss or damage whatsoever resulting from such action by the City. Without limiting the generality of the foregoing, the City may suspend for such period of time as it deems necessary in its sole discretion or terminate this Agreement hereunder in an emergency, or whenever in its sole opinion such suspension or termination may be necessary to ensure the safety of life, or of a structure, or of a neighbouring property, or whenever in its sole opinion the use of the Centres or any part or parts thereof are being carried out in an unsafe manner, and the City shall not be responsible for any loss, expense, costs, charges, damages, indemnities and/or liability which may be sustained, paid or incurred by the Service Provider or any other person or persons, by reason of such suspension or termination by the City.

TERM

37. This Agreement shall commence on August 1, 2013 and expires on September 30, 2015, without the necessity of notice, unless terminated by either party pursuant to sections 28 or 29 of this Agreement. At the end of the term of this agreement, the Parties shall have the option to negotiate a second term of up to three years in length. The City shall not be obligated to renew the Agreement and shall retain the option to reject any subsequent renewal of this agreement. Upon termination, unspent funds will be returned to the City.

TERMINATION

38. Either party may terminate this Agreement at any time, without cause, upon not less than 30 days written notice to the other party.

39. The City may terminate this Agreement immediately upon giving written notice to the Service Provider if:

- a) in the sole discretion of the City, there has been a breach of any term, warranty, representation, condition or provision of this Agreement;
- b) the Service Provider is adjudged bankrupt or is insolvent according to the *Bankruptcy and Insolvency Act*, R.S.O 1985, c. B-3, as amended, or its regulations;
- c) a receiver or trustee of the Service Provider's property and affairs is appointed; or,
- d) the Service Provider makes an assignment, proposal, compromise, or arrangement for the benefit of its creditors, is petitioned into bankruptcy, or files for the appointment of a receiver.

AMENDMENT OF CONTRACT

40. This Agreement may be amended only by written agreement between the Parties and no amendment of any of the terms or provisions of the Agreement shall be deemed valid unless it is in writing.

NOTICE

41. Any notice to be given under this Agreement shall be deemed to be sufficient if sent as follows:

- a) **To the City:**

City of Hamilton
Community & Emergency Services Department, Recreation Division

28 James Street North, 3rd Floor
Hamilton, ON L8R 2K3
Attention: Manager, Sport & Recreation Development
Fax: (905) 546-2338

b) With a copy to:

City of Hamilton
Corporate Services Department, Office of the City Clerk
71 Main Street West
Hamilton, ON L8P 4Y5
Attention: City Clerk
Fax: (905) 546-2095

c) To the Service Provider:

Wesley Urban Ministries
195 Ferguson Avenue North
Hamilton, Ontario L8L 8J1
Attention: Director of Children, Youth and Family Programs
Fax: (905) 528-9977

42. Any notice under this Agreement delivered by hand or prepaid courier shall be deemed to be received on the date of actual delivery. Any notice under this Agreement sent by fax shall be deemed to have been received on the day after transmission was made. Any notice under this Agreement sent by mail shall be deemed to have been received on the fifth Business Day after which the notice was mailed.

INDEPENDENT LEGAL ADVICE

43. The Service Provider acknowledges and agrees that it has been advised by the City to consult a lawyer before executing this Agreement. The Service Provider further acknowledges and agrees that it, its officers and directors have either obtained independent legal advice from their own lawyer with respect to the terms of this Agreement prior to execution or declined seeking such independent legal advice. Nevertheless, the Service Provider and its authorized signing officers set out below acknowledge that they have read this Agreement, understand the terms and conditions and the Service Provider's rights and obligations under this Agreement and agree to be bound by same.
44. The Service Provider expressly acknowledges, agrees and warrants as follows:
- a) it is not prohibited or restricted from entering into any of the obligations assumed, liabilities imposed, or restrictions accepted by the Service Provider under this Agreement by any agreement, constating documents, constitution, legislation, statute, act, regulation order or otherwise; and

- b) to the best of the Service Provider's information and belief and after making diligent inquiries, the Service Provider is not aware of any material facts or circumstances having a bearing upon its ability to perform or comply with its obligations under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF the City and the Service Provider have executed this Agreement in the manner prescribed by law.

WESLEY URBAN MINISTRIES

Signed for and on behalf of the Service Provider by:

Signed:		Signed:	
Name: Daljit Garry, E.D.	c/s	Name:	c/s
Title:		Title:	
Date:		Date:	
"I have the authority to bind the Corporation"		"I have the authority to bind the Corporation"	

CITY OF HAMILTON

Signed for and on behalf of the City of Hamilton by:

Signed:	Signed:
Name: Joe-Anne Priel	Name: Rose Caterini
Title: General Manager, Community & Emergency Services Department	Title: City Clerk
Date:	Date:

Authorized by Item _____ of the Emergency & Community Services Committee Report 13-0 adopted by the Council of the City of Hamilton on the _____ th day of _____, 2013.

File Number: _____

Approved by City of Hamilton Legal Services:

Rashesh Mandani, B.A., J.D.
Solicitor

**Schedule “A”
Wesley Urban Ministries
Beasley Community Centre(s)**

2013 Service Plan

Service Plan Submission:

Background

The City of Hamilton’s Recreation Division of the Community & Emergency Services Department is a leader in fostering and providing innovative recreational and sport services. The Recreation Division promotes the Hamilton Fit for Life philosophy of well-being, active living and creating opportunities to enhance lifelong wellness.

Purpose

The Recreation Division is committed to working with community partners to expand and enhance recreational opportunities for all.

To achieve this commitment, the Recreation Division will work with Wesley Urban Ministries over the next three years to transition the Beasley Community Centre to a community development model of operation.

Roles & Responsibilities

Wesley Urban Ministries will offer the Child & Family Centre Programs, after school programs, open gym Programs and teen programs at 133 and 145 Wilson Street. Programming and staffing, as well as opening and closing of the building at the Beasley location, will be the responsibility of Wesley Urban Ministries. Wesley Urban Ministries as outlined in the annual Service Plan will continue to provide leadership and support to the Beasley Community Centre(s) Steering Committee in collaboration with Recreation Division staff. Current agreements with the Beasley Neighbourhood Association, Hamilton-Wentworth District School Board (Dr. Davey School) and the City of Hamilton’s Public Health Services will be honored.

The City of Hamilton, through its Recreation Division, will be responsible to provide funding to Wesley Urban Ministries in the amounts set out in the Agreement.

The Recreation Division, through its Community Development Section, will continue to work in the Beasley Community to enhance recreation opportunities by providing technical sport resources and working collaboratively with Wesley Urban Ministries and the Beasley Neighbourhood Association.

The Recreation Division will also continue to cover all costs associated with physical plant which includes utilities and regular maintenance.

SECTION 1: ORGANIZATION INFORMATION

Name of Organization: Wesley Urban Ministries
Mailing Address: 195 Ferguson Avenue, North, Hamilton, ON L8L 8J1
Contact Person & Position (for this submission): Denise Scott, Director of Children, Youth and Family programs
Telephone: 905-528-5629 ext 246 Fax: 905-528-9977
E-mail: denise.scott@wesleyurbanministries.ca
Program/Service Name: Beasley Community Centre
Program/Service Location: 133, 145 Wilson Street, Hamilton, ON.

SECTION 2: PROGRAM OVERVIEW

Program/Service Description:

Services available at the Beasley Community Centre include extensive early years programming for families with children 0-6 years. After school programming for families of children aged 6 to 12 years old will be made available during the school year free of charge to families that live in the Beasley neighbourhood as well as a free summer camp in July and August. Weekly teen programming will provide teens with a safe and welcoming environment with a focus on social, recreational, skill building and health and wellness activities. Programs will be client driven and inclusive to the needs of the neighbourhood. Collaboratively, programs will offer a full continuum of services that will cover the 0-18 year old spectrum in this high need neighbourhood.

A closer look:

Beasley Child & Family Centre: Provide services and referrals to families with children in their care aged 0-6 years. The program is staffed by two part time Early Years Facilitators. The program is free of charge and available to anyone that has a child 0-6 years in their care that lives in the Beasley and surrounding neighbourhood. This program is funded through the Hamilton Community Foundation and Hamilton Wentworth District School Board and includes a Parent Family Literacy Centre. This has expanded hours to:

Monday	8:50 am to 5:00 pm
Tuesday	8:50 am to 7:00 pm
Wednesday	8:50 am to 7:00 pm
Thursday	8:50 am to 5:00 pm
Friday	8:50 am to 5:00 pm
Saturday	10:00 am to 3:30 pm

Beasley Teen Drop In: Provide teens with a safe and welcoming environment with a focus on social, recreational, skill building and health and wellness activities. The program is staffed by two part time Youth Workers and is free of charge and available to youth aged 13-18 years that live in the Beasley neighbourhood. This program is funded from community sources and is open Mondays, Tuesdays and Thursdays from 6:00p.m to 9:00 p.m.

After School Program: This program provides children aged 6-12 years with sports, crafts, workshops and group interaction that provide an exciting blend of opportunities in which children can learn and grow. Wesley's School age Programs will promote high quality activities for children, dynamic leadership, positive role modeling, healthy environments for children to grow, healthy relationships, and innovative problem solving. The program will be staffed by four youth workers (with a ratio of 1-10 children). The program will operate Monday to Friday while school is in session directly afterschool for 3 hours. This program is currently funded by Ministry of Tourism, Culture and Sport and will be re-applied for by Wesley Urban Ministries for the Beasley location.

Summer Day Camp: Provides children aged 6-12 years with sports, crafts, workshops, group interaction and trips providing an exciting blend of opportunities in which children can learn and grow. Wesley's Summer Camps will promote high quality activities for children, dynamic leadership, positive role modeling, healthy environments for children to grow, healthy relationships, and innovative problem solving. The program will provide 60 free camp spaces to children that live in the Beasley neighbourhood. The camp will be facilitated by four Camp Leaders. Of the four Camp Leaders, one will be the Summer Camp Program Leader, under the supervision of the Wesley Summer Camp Supervisor. This program will be funded through Summer Jobs Canada, The Spectator Summer Camp Fund and The Junior League of Hamilton and Burlington and the City CPP. The Camp will operate for 8 weeks in July and August from 8:30 a.m. to 4:30 p.m.

Typically each drop in program is staffed with two facilitators. Where outside agencies are involved there is always a minimum of one extra facilitator. Where child minding is required for workshops, additional staffing ratios are maintained.

All permanent and long term contract Wesley Urban Ministries staff are required to have and maintain current First Aid and CPR and Non-Violent Crisis Intervention training. Early Years staff are required to attend one training and one staff meeting per month. All other part time or contract staff in the school age and teen programs attend training on an average of six times per contract (10 months) which include staff meetings.

Program Participant Information:

Beasley Community Centre is located at 145 (133) Wilson Street. Programs currently running there are highly successful and aspire to meet the needs of the community.

It is important to note that the Beasley neighborhood is one of the poorest neighbourhoods in Hamilton. It has been identified as such in the "Code Red" study recently completed by the Hamilton Spectator. Based on the most recent 2006 Census data, this population has a 28.8% single family (Mom) rate, 40.9% low income rate, 38% immigrant rate, a 10.7% unemployment

rate and a population density of 5587 per square kilometer. The median income in this neighbourhood is \$14,929. This is just over half of the average in the entire City of Hamilton. These figures offer a stark contrast when compared to other neighborhoods in the City of Hamilton.

Wesley feels that it is important to invest in our future by offering opportunities to the children, families and youth living in this neighbourhood. Programs offered will provide a safe and welcoming environment with a focus on a healthy and social environment rich in recreational and skill building activities. They will continue to build on the relationships that have been forged with Wesley Urban Ministries over the past 8 years and continue to work towards reaching to goal of an inclusive grassroots neighbourhood approach to community development.

SECTION 3: PROGRAM LOGIC MODEL

Inputs	Outputs		Outcomes-Impact		
	Activities	Participation	Short	Medium	Long
Facility – 133/145 Wilson St.	<ul style="list-style-type: none"> Promote programs Deliver Services in Beasley Community 	<ul style="list-style-type: none"> # of children, Youth and Families accessing services # of satisfied participants 	Continue to offer the current level service delivery moving forward	Identify further program needs based on variety of engagement efforts	<ul style="list-style-type: none"> Increase program funding to offer ongoing robust sustainable programs as informed by the community
Community Partnership	<ul style="list-style-type: none"> Continue to attend Beasley Neighbourhood Planning Committee Assist in community decision making process 	Wesley Urban Ministries (WUM) management actively participate in meetings/ community events	<ul style="list-style-type: none"> Enhance relationship building with the Beasley Community Explore sources of feedback from participants and community regarding programming 	<ul style="list-style-type: none"> Identify further program needs based on variety of engagement efforts 	<ul style="list-style-type: none"> Enhance services to create HUB with community involvement New community services utilizing space/offering increased programming
<ul style="list-style-type: none"> Beasley Child & Family Centre: <ul style="list-style-type: none"> HCF Funded Staff Volunteers Seconded Staff Equipment Training 	<ul style="list-style-type: none"> Drop-in children 0-6 & caregivers Activities workshops events meals services celebrations 	<ul style="list-style-type: none"> # of program participants # of school/community partners on site # of programs, activities, events offered 	<ul style="list-style-type: none"> Increased awareness of services & children's development/ milestones Programs that promote participation, positive activities and development for children & families and encouraging their involvement in decision making 	Increased # of participants becoming involved in Beasley Neighbourhood planning table	Continue to provide up to date, meaningful, quality, inclusive programming that meet the changing needs of the Beasley community with increased parent involvement
<ul style="list-style-type: none"> School Age Program: <ul style="list-style-type: none"> Ministry of Health Promotion Funding Summer Camp Program: 	<ul style="list-style-type: none"> Homework Cooking Healthy snacks Dance Community partner visits recreational 	<ul style="list-style-type: none"> # of enrollments # of returning participants # of community partner visits # of workshops 	<ul style="list-style-type: none"> Increased awareness through program goals: <ul style="list-style-type: none"> physical activity health eating and nutrition 	<ul style="list-style-type: none"> Increased exposure for children and school age participants to enjoy physical activity Increased knowledge to make 	Increasing Health and Wellness for participants and their families

Inputs	Outputs		Outcomes-Impact		
	Activities	Participation	Short	Medium	Long
<ul style="list-style-type: none"> ○ Canada Summer Jobs ○ City ○ HCF ○ Summer jobs for Youth ○ Focus for Youth 	activities <ul style="list-style-type: none"> • Trips 	<ul style="list-style-type: none"> • # of trips 	<ul style="list-style-type: none"> ○ wellness & personal health education • Increased awareness of services, children's development/milestones 	healthy eating and nutrition choices <ul style="list-style-type: none"> • Enhanced voice of participants in program development 	
<ul style="list-style-type: none"> • Team Drop-in ○ Culture ○ Recreation ○ HCF ○ City of Hamilton ○ CPP 	<ul style="list-style-type: none"> • Drop-in Recreation: ○ Cooking ○ Games ○ Crafts ○ Healthy snacks ○ Computers ○ Homewood 	<ul style="list-style-type: none"> • # of youth attending • # of returning youth • # of youth satisfied with program & activities • # of special events/organized activities 	Programs that promote development in sports and provide opportunities for youth in recreation programs	Youth will be more engaged in positive recreational activities in their communities and schools	Positive neighbourhood activities for youth will lead to a healthier community and outcomes for residents

SECTION 4: PARTNERSHIPS AND COMMUNITY ENGAGEMENT

In working with this community for over 8 years, Wesley Urban Ministries has established successful partnerships and community engagement on many levels. For example, Wesley Urban Ministries facilitates meetings of the Parent Child and Family Centre advisory committee. This committee meets on a regular basis to discuss neighborhood issues and programs. Participation on the committee includes representation from Dr. Davey school, community members, parents, St Joseph Immigrant Women`s Centre, Streetlight Youth programs, North Hamilton Community Health Centre, The Hamilton Mosque, The Family Health Team Nurses, Children`s Aid Society, Beasley Neighborhood Association and representatives and City of Hamilton staff attend regularly.

As well with the formation of the Beasley Community Centre(s) Steering Committee, Wesley will continue to engage community stakeholders on policy, program planning and communication at various planning tables in the neighbourhood.

Wesley Urban Ministries staff attends and are actively involved in the Beasley Charter Group Meetings and the Neighbourhood Plan working group and assist in the planning and implementation of community events.

Wesley Urban Ministries staff work closely with Hamilton Wentworth Board of Education and the City of Hamilton to provide quality programs in the Beasley Community Centre and Dr. Davey School. These programs include both free afterschool and summer programs. Wesley also advertises programs regularly and directly with Dr. Davey teachers and parents and provides submissions to the school newsletter.

SECTION 5: SERVICE STATISTICS

The following table highlights the deadlines for reporting requirements and payment schedule

Reporting Period	Dates of Reporting Period	Due Date
First Quarter Report	January –March	April 15th
Second Quarter Report	April - June	July 15th
Third Quarter Report	July-September	October 15th
Fourth Quarter Report	October - December	January 15th

Performance Measures in 2014

#	Data and Outcomes Reports	Targets/ Dates
1	Number of New Programs developed in quarter	quarterly
2	Number of Community Events and planning tables attended with description.	quarterly
3	Teen Drop In: # of new registrants	quarterly
4	Local programming and community use of facilities with	quarterly

	description	
5	Child and Family Program: # of new registrants # of total adult attendees, # of total child attendees # of adult visits, # of child visits	quarterly

SECTION 6: FINANCIAL INFORMATION

Submission of the quarterly reports will release the quarterly payment. Please provide a copy of the organization's last completed financial statement. As well as the most recent year's audited financial statement.

Schedule “B”
Terms of Reference
Beasley Community Centre(s) Steering Committee

Mandate:

The Beasley Community Centre Program Advisory Committee (BCCPAC) will assist in the development of a coordinated neighbourhood approach to expanding and promoting programming at the new and old Beasley Community Centre and ensuring that programs meet the diverse needs of the Beasley neighbourhood.

Objectives:

- Assist in the development of a Beasley Community Centre(s) Steering Committee to guide and inform the Operating Agreement the City and Wesley will use to bind the work at the Community Centres.
- Assist in the development of ongoing evaluation and communication mechanisms between the Recreation Division and WUM that will ensure that programming is of high quality and that it meets the recreation and leisure needs of the Beasley Community.
- Assist in the development of and execute a community consultation process and Committee report recommending a new name for the old Beasley Community Centre.
- Assist in the development of a Licence Agreement for the Board of Education as well as the BNA for the Old Community Centre.
- Work with the Beasley Neighbourhood Association (BNA), Hamilton Wentworth District School Board and Beasley Charter Agencies to achieve the goals and objectives that pertain to recreation and leisure activities in the Beasley Neighbourhood Plan

Communication: The BCCPAC will provide monthly reporting on its work to the:

- Director, District Recreation Operations and the Director, City-Wide Services, Recreation Division, City of Hamilton
- Executive Director, Wesley Urban Ministries
- Beasley Neighbourhood Association
- Beasley Neighbourhood Charter Group
- The Beasley Community Child & Family Advisory Committee

Membership: Members of the BCCPAC will include representatives of:

- Beasley Neighbourhood Association

- Dr. Davey School or Hamilton Wentworth District School Board
- Wesley Urban Ministries
- City of Hamilton, Recreation Division
- Dr. Davey Parent Council

Term of Membership:

November 2012 – November 2013

The TOR and membership will be reviewed after a one year period.

Meetings will be held monthly

Roles and Responsibilities:

City of Hamilton, Recreation Division will provide administration resources and act as lead facilitator of the process.

Chair

Jeanette Elby

SCHEDULE "C"

City of Hamilton Identity Standards Guide



Hamilton

Identity Standards Guide



Hamilton

General Overview

Today's City of Hamilton is a model of diversity – people, geography, industry and culture. A City of communities where differences are respected, values are shared, and goals are aligned. Communicating this unified vision in a proper and consistent manner is what this identity guide will help ensure.

A graphic identity must be appropriate, distinctive, and memorable. It represents who we are and, therefore, must be implemented with the same standards of excellence as our work. Consistent application of the standards outlined in this guide is essential to achieving the full value of our identity in all its aspects. While this guide provides information on the use of graphic elements relating to the corporate image of the City of Hamilton, it is not intended to impair or unduly restrict design.



Hamilton

Our Visual Identity The Symbol

Solid and traditional, this logo exemplifies the strength of character that can be found in a dependable, upright and stable community.

On an immediate level, the "bridge" symbolizes two widely recognized city landmarks – the high level bridge on York Boulevard and the Skyway Bridge. Their significance represents both the past as well as the present and the values and aspirations associated with these periods in our history.

The High Level Bridge reminds us of our strong heritage – the proud and determined people with heart and the industrial strength that built the foundation for future prosperity. The Skyway Bridge represents both present day and future opportunities for the city with the emphasis placed on innovation in established industries like steel and growth in new sectors such as healthcare and education.

The pillars and spans of the bridge take the form of a stylized letter "H". The six amalgamated communities are represented by the six supporting pillars of the bridge, making it a very appropriate symbol for the "new" City of Hamilton.

The Logo

The logo consists of the symbol and the wordmark Hamilton, with an underscoring line. The logo should always be used intact, except in special circumstances. When using the logo elements individually, please contact the Communications Division for guidelines.

The preferred positioning for the logo on brochures and other collateral material is in the upper right corner, unless this conflicts with the overall design. Consistent placement will give the logo appropriate prominence and help strengthen the corporate identity.

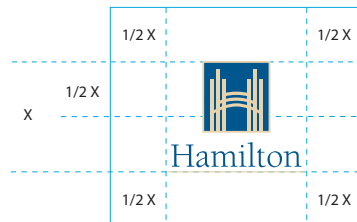
On forms, however, the logo is generally placed in the upper left corner for better functional use of the space available.

Minimum Size

If reproduced in very small sizes the corporate identity could become illegible. To avoid this, the identity should never be reproduced smaller than the minimum size shown here. Note that the size measurement is made from the height of the symbol as the key element.

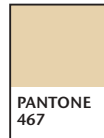
Protected Space

To ensure that our logo stands out clearly, and to avoid conflict with other graphic elements, it should always be set within a "protected space". As a general rule, this space is measured from the top of the symbol to the bottom of the line underscoring the wordmark Hamilton and from the edges of the logo. The protected space is equal to 1/2 the size of the height of the symbol. The space defined in this way is always proportional to the identity itself. Nothing should ever be allowed to intrude into this "protected space" around the logo except in special circumstances, approved by Communications.

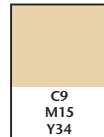
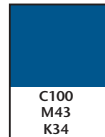


Colours

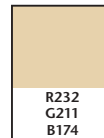
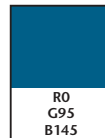
The colours are derived from the Pantone* Matching System (PMS) which is an industry standard for graphic designers and printers. The logo's two official colours are Navy Blue (PMS 2955) and Camel (PMS 467). Pantone inks are specified when printing with two colours or in combination with process colours (budgets permitting).



For reproduction in four-colour publications, it is necessary to use a CMYK version of the logo. The colours are formulated as Navy Blue: 100% Cyan, 43% Magenta, 34% Black; Camel: 9% Cyan, 15% Magenta, 34% Yellow.



For on-screen presentations, e.g. PowerPoint, videos and on a Web site, it is necessary to use an RGB version of the logo. The colours are formulated as Navy Blue: 0 Red, 95 Green, 145 Blue; Camel: 232 Red, 211 Green, 174 Blue.



*Pantone is a registered trademark of Pantone Inc.

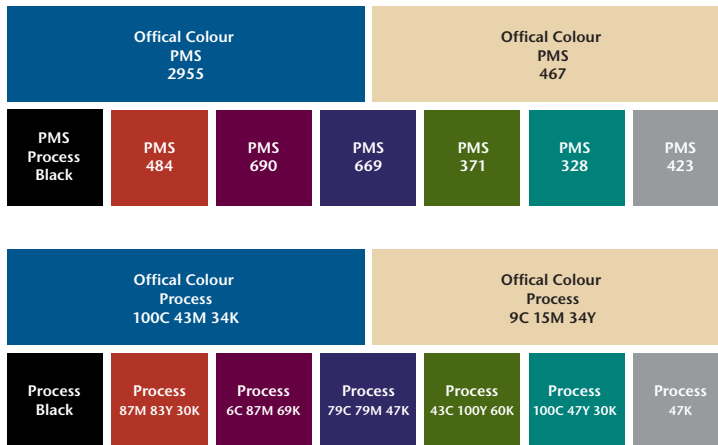
This manual has been printed in CMYK inks only. Please refer to a Pantone Formula Guide for accurate colour reproduction.

When reproduction in one colour is necessary, the official colours are converted to black and grey or black and white where the greyscale tone will not reproduce properly. These two versions of the logo may be printed in black or in PMS blue 2955 or its CMYK and RGB equivalents.



Supplementary Colours

To harmonize with the official colours, other colours used in publications, on-screen presentations or signage should, whenever possible, be chosen from the array of supplementary colours shown here. These colours, including white, should be used for charts, graphs, diagrams and backgrounds, for example:



Improper Uses

By following the standards outlined in this guide you will present the City's identity at its best. While it is impossible to cover all the types of improper uses, here are some common errors to avoid:

- Do not change the colours of the logo.
- Do not add any other type or graphic elements to the logo.
- Do not alter the relationship of the logo elements or change the typeface.
- Do not use the logo on busy backgrounds.
- Do not condense or expand the proportions of the logo.
- Always work from original files and specify the exact official colours for reproduction.
- Do not shadow the logo.

If you have any questions about the appropriate application of the logo or other identity guidelines, contact Communications.

Typography

Typography is the style and arrangement of text. Good typography not only improves legibility, it can give the printed word a tone of voice. Typography can enhance, support and, occasionally, even serve as the key visual element.

Our corporate serif typeface is ITC Berkeley – an elegant and classic font – available in a variety of weights. Because the font scales well, it is a good choice for both body copy and headlines.

Our secondary corporate sans serif typeface is Frutiger. Frutiger is well suited for setting type in smaller point sizes. Its superior legibility is ideal for signage. The following weights and styles are recommended.

Berkeley Medium	Frutiger Light
<i>Berkeley Medium Italic</i>	<i>Frutiger Light Italic</i>
Berkeley Bold	Frutiger Roman
<i>Berkeley Bold Italic</i>	<i>Frutiger Italic</i>
Berkeley Black	Frutiger Bold
<i>Berkeley Black Italic</i>	<i>Frutiger Bold Italic</i>
	Frutiger Black
	<i>Frutiger Black Italic</i>

PC Platform

While the corporate typefaces are widely used by graphic designers, not everyone has access to these fonts. When creating communication materials and forms, or for general correspondence, use these substitute fonts which are included in Microsoft® Word: For Berkeley use Bookman Old Style. For Frutiger use Arial. The standard font usage for all city documents is Arial 12 pt.

Bookman Old Style	Arial
Bookman Old Style Bold	<i>Arial Italic</i>
Bookman Old Style Italic	Arial Bold
Bookman Old Style Bold Italic	<i>Arial Bold Italic</i>
	Arial Black

Our Identities

The logo is the core element that identifies the City of Hamilton within the community and to the wider world. It should appear on all correspondence, publications, signage, vehicles and equipment, as appropriate. The logo is not to be confused with the official crest of the City, however.

Official Crest

The City's crest is used by the mayor's office and council for official documents and correspondence. It is also used for many legal documents. Where the City's logo is used in combination with the crest, the logo is always secondary to the emblem.



Departments and Programs

When identifying City departments or programs, the identifying type is set below the logo in the corporate typeface Frutiger (or Arial). The department or program name is set at half the height of the wordmark Hamilton.



Hamilton

Economic Development



Hamilton

Planning and Development

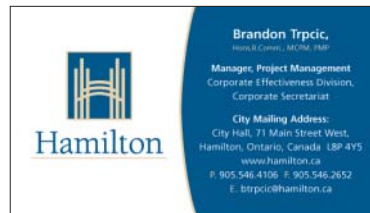
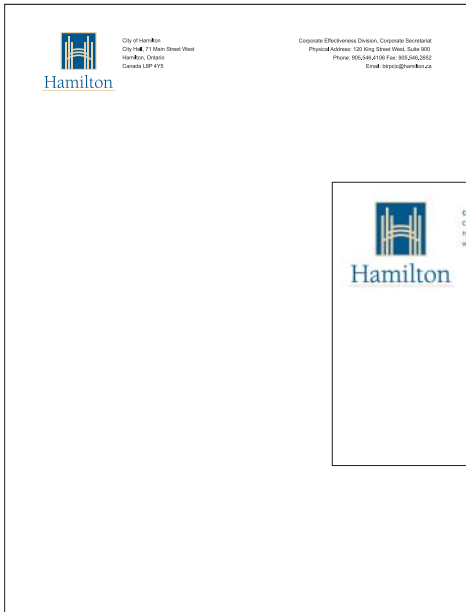


Hamilton


Transportation, Operations
and Environment


Stationery

Stationery projects the City's identity in a very personal way and often makes the first impression. Because it is a one-on-one interaction it can also make the strongest and most lasting impression. It is vitally important that all items of stationery make the City look its best.



To ensure a consistent presentation of our identity through correspondence, templates have been prepared for the most common uses – letters, business cards, facsimiles, memos, and PowerPoint presentations. Templates are available from Communications.

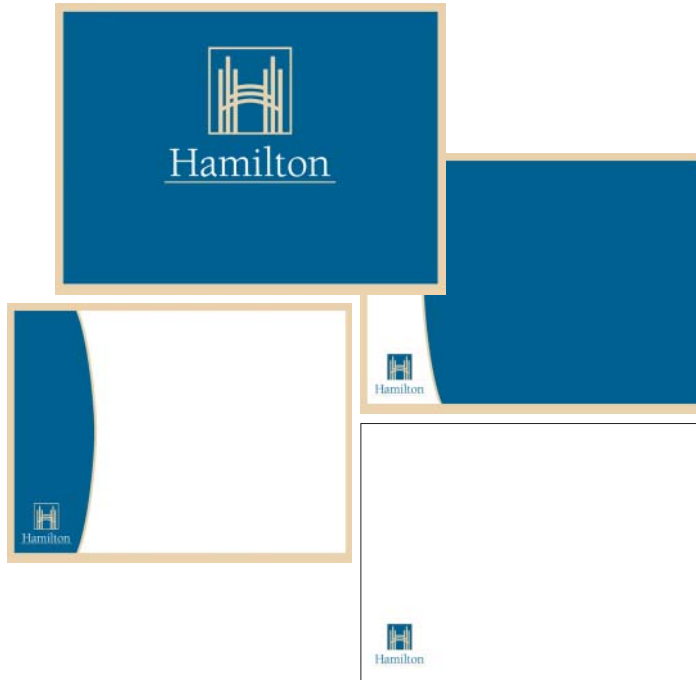
 Hamilton City Department Name	<small>City of Hamilton City Hall, 71 Main Street West Hamilton, Ontario Canada L8P 4Y5 www.hamilton.ca P.905-030-0000</small>	Facsimile
Date:	October 25, 2002	
To:		
From:	Name, Position Title Division	
Fax Number:		Number of Pages: (Including Cover Page)
Subject:		
<hr/>		
<small><i>Please Note: The information contained in this facsimile message is privileged and confidential and is intended only for the use of the individual named above and others who have been specifically authorized to receive it. If you have received this communication in error, or if any problems occur with transmission, please notify me immediately, by telephone, at 905-900-9900.</i></small>		

 Hamilton City Department Name	Memorandum
Date:	October 25, 2002
To:	
From:	Name, Position Title Division
Subject:	
<hr/>	
Text	

PowerPoint

A number of templates are available to accommodate various types of content. As well, these basic guidelines will help you deliver more effective presentations:

- Be consistent in the use of format, typeface and colour.
- Use as few words as possible: 6 words per line, 6 lines per visual, maximum.
- Illustrate one basic idea per visual.
- Use colour sparingly for impact.
- Avoid all capitals.
- Use Arial 44 pt for titles, Arial 32 pt for text.




Appendix A to Report CS13018(a)

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Forms

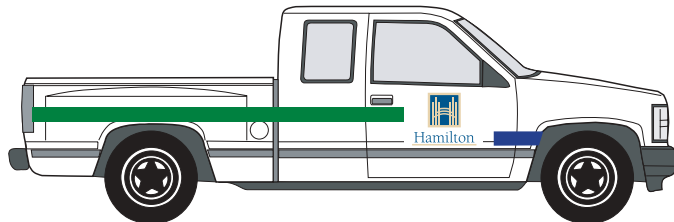
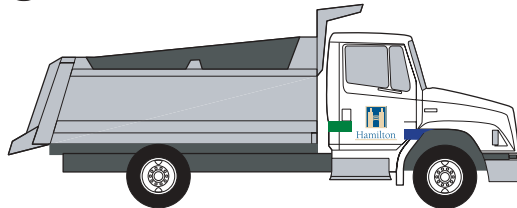
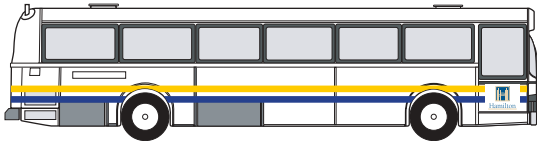
As in many other fields, designs that work better tend to look better too. Well-designed forms simplify procedure, reduce errors and save time and money. The arrangement of items must follow the logical flow of the procedure used to fill out the form with an appropriate place for each item of information.

This identity guide does not include new designs for all existing forms but does provide a direction for application of the logo and graphic identity elements.

		Purchasing Division 120 King St. West Suite 900 Hamilton, ON L8P 4Y2 905.546.2773		PURCHASE ORDER	
		Vendor: 00000000 ASC No. 1204 Street Hamilton, ON L8P 1G9 Fax: 905-530-5555			
Order Number:	Revision:	Order Date:	Delivery Date:	Page:	
0000000000	00	06/05/00	06/05/00	1	
Payment Terms:	Currency Code:	Freight Terms:	Ship Via:		
Net 30	USD	FOB Destination	Best Way		
Buyer:	Ordered by:				
John Doe	John Doe				
LM Item	Description	Quantity	UOM	P O Price	Extended Amt
					PO Total \$999.00 <small>Not including applicable taxes.</small>
Bill To: City of Hamilton Finance, Accounts Payable 120 King St. West, Suite 900 Hamilton, ON L8P 4Y2		Ship To: City of Hamilton Finance, Accounts Payable 120 King St. West, Suite 900 Hamilton, ON L8P 4Y2		Authorized Signature	
For payment information call 905-546-2714					
<small>The correct purchase order and ship to location must appear on all packages. Invoiced shipping papers and correspondence. Packing slips must accompany all shipments. This purchase order is issued in accordance with the terms and conditions as attached.</small>					
<small>City of Hamilton, 71 Main Street West, Hamilton, ON L8P 4Y5 www.city.hamilton.on.ca</small>					

Other Applications

In addition to the communication materials discussed in this guide, the logo will also be applied to City property, equipment and vehicles. For direction on use of the logo in these applications, please contact the Communications Division.



Joint Ventures

Occasionally the City's logo may appear with those of other organizations. The City's role in these joint communication ventures will dictate the prominence of the City's logo however, the logo should always maintain the standards of colour, minimum size and protected space.

Web Site

The City's Web site has been redesigned to reflect our new identity and restructured to improve navigation and ease of access to information. The site's content comes from many different sources and guidelines have been developed specifically for this medium. Please contact Communications.

More Information

This guide covers a wide range of predictable applications, but cannot include all possibilities. Future updates to this guide will include more detailed direction on specific areas, including advertising, promotional items, publications, signage, exhibits and trade shows, and electronic media.

For applications not covered in the guide or for advice about any application, please contact your department's assigned Communications Officer or the Communications Division.

Reproduction Materials

To maintain quality standards it is important to work from original files. Templates and all versions of the logo are available through the E-net or from the Communications Division.



Hamilton

Communications Division