

CITY OF HAMILTON

COMMUNITY SERVICES DEPARTMENT
Culture Division

TO: Chair and Members Emergency & Community Services Committee	WARD(S) AFFECTED: CITY WIDE
COMMITTEE DATE: April 6, 2011	
SUBJECT/REPORT NO: Rick Hansen 25th Anniversary Relay and End of Day Celebration (CS11035) (City Wide)	
SUBMITTED BY: Joe-Anne Priel General Manager Community Services Department	PREPARED BY: Pam Mulholland 905.546.2424 Ext. 4270
SIGNATURE:	

RECOMMENDATION

- a) That the City of Hamilton agrees to be an End of Day Celebration Community for the Rick Hansen 25th Anniversary Relay.
- b) That the Mayor and City Clerk be authorized and directed to sign the Agreement, attached as Appendix "A" to Report CS11035, between the City of Hamilton and the Rick Hansen Foundation in order for the City of Hamilton to be an End of Day Celebration Community for the Rick Hansen 25th Anniversary Relay and return it to the Rick Hansen Foundation by April 29, 2011.
- c) That the Manager of Arts & Events, Culture Division, Community Services Department or designate be authorized to act as the Municipal Representative for all purposes related to the Agreement, attached as Appendix "A" to Report CS11035.
- d) That staff be directed to establish a Rick Hansen 25th Anniversary Relay Community Planning Team comprised of staff and community stakeholders to provide planning, advisory and operational support services to the Rick Hansen Foundation to ensure the successful staging of the Relay in Hamilton.

- e) That the Terms of Reference for the Rick Hansen 25th Anniversary Relay Community Planning Team, attached as Appendix “B” to Report CS11035, be approved.
- f) That a one-time only budget, in an amount not to exceed \$24,000, be funded from Capital Project Id 7100858707, in order to support the costs associated with hosting the Rick Hansen 25th Anniversary Relay.

EXECUTIVE SUMMARY

Rick Hansen is a Canadian icon, best known for his Man in Motion Tour in 1985-87, in which he travelled by wheelchair to 34 countries to raise awareness of the potential of people with disabilities. The City of Hamilton (“City”) has received an invitation from The Rick Hansen Foundation (“RHF”) to enter into an Agreement (the “Agreement”), attached as Appendix “A” to Report CS11035, which would permit Hamilton to be designated as a host End of Day Celebration Community for the Rick Hansen 25th Anniversary Relay (“Relay”).

The Relay will recreate the Canadian portion of the original Man in Motion World Tour by travelling across the country with over 7,000 participants and stopping in selected communities in each Province for celebration events. The Relay is slated to take place in Hamilton November 12 & 13, 2011.

On February 7, 2011, staff met with the RHF Relay Route Coordinator and received an overview of the Relay and a corresponding Community Planning Guide (“CPG”). On February 14, 2011, the City received the Agreement, which details the responsibilities of the RHF and the responsibilities of the Celebration Communities.

Under the Agreement, the RHF’s responsibilities for the Relay include coordinating the logistics and security for the Relay. The City’s responsibilities include logistics and expenses related to securing the Relay route in the city; the scope, content and expense of the End of Day Celebration; and the nomination of a Final Community Participant who will carry the Rick Hansen Medal into the End of Day Celebration. At this time, the Relay route for Hamilton has not been finalized but the favoured End of Day Celebration site is Mohawk College due to its range of accessible facilities, its established relationship with the RHF as the site of its local annual fundraising event, and its willingness to contribute to the success of the End of Day Celebration.

Should Council approve Hamilton’s participation as a Relay Celebration Community, the Agreement must be signed and returned to the RHF by April 29, 2011. By signing the Agreement the City is bound to carry out the terms and conditions of the Agreement and as such, Council is being asked to confirm funding for the event. It is recommended that the upset limit to stage the Relay event be \$24,000 funded from Capital Project Id

7100858707 which was established to fund the 2009 Olympic Torch Relay event in Hamilton and has a surplus balance due to grants received from other levels of government that offset event costs.

Alternatives for Consideration – refer to page 7

FINANCIAL / STAFFING / LEGAL IMPLICATIONS
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Financial:

It is recommended that the upset limit to host the Relay be \$24,000 funded from Capital Project Id 7100858707, which was set up to fund the Olympic Torch Relay Celebration Event in 2009. The available balance in this account is \$24,119.35 because the Olympic Torch Relay funds were not fully spent in 2010 due to grants received from other levels of government that offset event costs.

The identified costs are based on estimates comparable to other events that have been staged in Hamilton. The full scope and costs are to be determined once the Relay route has been finalized and the full End of Day Celebration Event program is complete. Expenditures will be adjusted within the cost line items as outlined in Table 1 below so as not to exceed the upset budget limit of \$24,000.

Table 1

<u>Event Expenditures</u>	<u>Cost (\$)</u>
Road Closure & Supplies	2,000
Policing/Security	9,500
Celebration Activities	3,500
First Aid Attendant (1 site)	300
Equipment Rentals	2,000
Marketing	5,600
Contingency (5%)	<u>1,100</u>
TOTAL	<u>24,000</u>

Staffing:

Planning and implementing the Relay will require the participation of the Special Events Advisory Team (SEAT) in order to ensure a coordinated effort between City Departments and applicable City services. Culture Division staff will take the lead in planning and implementing this event.

Legal:

In signing the Agreement to become an End of Day Celebration Community, the City of Hamilton is entering into a legal contract with RHF and, therefore, must comply with all aspects of the Agreement. This is a generic, Canada-wide form of agreement used by RHF and staff have been informed that no alteration or amendment is possible. Staff in

the Legal Services Division have reviewed the Agreement and have identified the following significant aspects thereof, namely:

- Clause 2.3 states that the RHF may provide the City with an amended version of the Community Planning Guide (CPG) whereupon the City will treat such an amended version as the CPG for the purposes of the Agreement.
- Clause 2.5 states that the RHF can make special requests of the City to carry out obligations or services which go beyond, or deviate from, those set out in the CPG and that the City will make reasonable commercial efforts to carry out these requests.
- Clause 5.3 states that the agreement may be terminated by RHF for any or no reason on 15 days' written notice to the City and that, in that event, RHF has no liability to the City for any costs incurred up to the date of termination. Necessary City expenditures before the 15-day notice period are mostly limited to direct marketing costs (\$5,600 total budget) and the indirect costs of the staff time spent planning the event. Additional advertising could be required to notify the public of any changes that are made by the RHF.
- Clause 7.8 states that the Agreement is governed by the laws of British Columbia and that, in the event of any future dispute, the City would have to hire lawyers in British Columbia to represent the City's interests. Potential costs would include the fee for a British Columbia lawyer, and the costs of transporting any City witnesses to the proceedings.

Staff in the Legal Services Division have advised that the requirements appear to be in order and that the City is able to comply with the Agreement terms and conditions.

Staff in Risk Management Section have reviewed the Agreement and found that the City is able to meet the insurance requirements as noted in the Agreement.

HISTORICAL BACKGROUND

The following summarizes the timelines and activities to-date related to Hamilton's potential hosting of the Relay:

December 2010

- Invitation from RHF received by Mayor's Office

February 2011

- RHF verifies preliminary street level Relay route.
- City receives Community Planning Guide (CPG) detailing various timelines for the Relay, marketing and promotional guidelines, communication schedules and a recommended event governance structure comprised of a local Community Planning Team (CPT) and a City staff liaison to the RHF.

- City receives Agreement detailing the responsibilities of the RHF and those of the host Celebration Communities.

POLICY IMPLICATIONS

There are no policy implications associated with the recommendations of Report CS11035.

RELEVANT CONSULTATION

- In January of 2011, the Advisory Committee for Persons with Disabilities were made aware of the Relay. Once the recruitment process for all Volunteer Committees is complete in spring 2011, the Advisory Committee will be invited to participate on the Community Planning Team by designating a representative.
- February 7, 2011, staff met with the Rick Hansen Foundation Relay Operations Coordinators and received an overview of the Relay and CPG.
- February 28, 2011, staff and a community representative of The Rick Hansen Wheels in Motion met with representatives of Mohawk College to discuss the Relay and partnership opportunities. Mohawk College expressed a willingness to be the End of Day celebration site.
- March 2 & 3, 2011, staff in the Legal Services Division and Risk Management Section reviewed the Agreement and find that the requirements appear to be in order and that the City is able comply with the insurance requirements.

ANALYSIS / RATIONALE FOR RECOMMENDATION

In welcoming the Relay and being an End of Day Celebration Community, Hamilton is afforded many benefits including:

- Increasing awareness and support for those with a disability
- Focusing attention on accessibility
- Improving quality of life through inclusivity as the event will be free of charge and will be designed to be barrier-free
- Increasing civic pride
- Celebrating people who make a difference including those whose efforts have removed barriers and contributed to making the community more accessible and inclusive, those who have overcome adversity, and those who are youth leaders
- Engaging community members by participating in the planning and hosting of the event
- Encouraging and support health and wellness

The Manager of Arts & Events, Culture Division, Community Services Department or designate will act as the Municipal representative. A Rick Hansen 25th Anniversary Relay Community Planning Team (CPT) will be created to provide planning, advisory and operational support services to the RHF. Please see attached Appendix "B" to report CS11035 Terms of Reference for the Community Planning Team outlining duties, including:

- approve the End of Day Celebration site location;
- develop and implement an End of Day Celebration, including final site selection;
- develop traffic management and overall safety plans for the Relay;
- provide suggestions to the RHF of Extraordinary Modes of Transportation for persons with disabilities existing in the community;
- develop and manage the selection process to determine one (and one alternate) individual who could be considered as the Community Participant to carry the Rick Hansen Medal in Hamilton. Submit nominations to RHF for final approval;
- create and implement communications plans in conjunction with the RHF; and,
- appoint a spokesperson for the Relay in Hamilton.

Mohawk College has expressed a willingness to partner with the City to host the End of Day Celebration and would provide the venue and on site parking at its campus, special event support and volunteer resources at no charge to the City. Mohawk College is a strong community partner and a site that is inclusive, meeting all criteria as set out in the CPG, as follows:

- accessible by bus routes;
- suitable parking for wheelchair users and over-height vehicles;
- site is accessible for people with mobility impairments; and,
- basic building access through entrances, doorways and into wheelchair accessible washrooms.

Mohawk College is one of the few sites in the city that has the range of accessible facilities (eg. Gym, auditorium, parking, etc.) that may be needed for the afternoon celebration activities. In addition, Mohawk has an established relationship with the Rick Hansen Foundation as the site of its local annual fundraising event. Staff will present this option to the CPT for discussion and final decision.

The following represents an overview of the projected timelines and activities for the staging of the Relay:

April 2011

- SEAT application submitted by Culture Division
- CPT formed to assist City staff in planning and implementation of event
- RHF launches participant selection program and call for online applications

May 2011

- CPT provides suggestions of Extraordinary Modes of Transportation to RHF
- Confirmation of Mohawk College as End of Day Celebration site by the CPT to RHF

June 2011

- Relay route finalized by RHF

August 2011

- Final street level route and timings distributed to City of Hamilton
- Develop traffic management and overall safety plans
- Confirmation of community stops/events
- CPT forwards suggested nominations for Community Participant to RHF
- National participant selections finalized. RHF disseminates communications related to their roles.

August 24, 2011

- Rick Hansen 25th Anniversary Relay starts in Cape Spear, NL.

November 12 & 13, 2011

- Relay in Hamilton

May 22, 2012

- Rick Hansen 25th Anniversary Relay ends in Vancouver, BC.

ALTERNATIVES FOR CONSIDERATION

The only alternative is to not participate.

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

Growing Our Economy

- ◆ A visitor and convention destination

Social Development

- ◆ People participate in all aspects of community life without barriers or stigma

Healthy Community

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

APPENDICES

Appendix A to Report CS11035: Rick Hansen 25th Anniversary Relay Agreement.

Appendix B to Report CS11035: Rick Hansen 25th Anniversary Relay Community Planning Team Terms of Reference.



[Date], 2010

[Name of Community]
[Address of Community]

Attention: [Community contact, title]

Dear Sirs/Madams:

The Rick Hansen Foundation, (“**RHF**”) is delighted at the interest that [name of Community] (the “**Community**”) has shown to date in the Rick Hansen 25th Anniversary Relay (the “**Relay**”). The Relay is designed to connect, inspire and share the power of a dream with the maximum number of Canadians in the greatest number of communities possible. The Relay route will re-trace the journey that Rick embarked on 25 years ago traversing the world and travelling 12,000 kilometres across Canada.

By this letter, RHF is formally expressing its willingness and desire to route the Relay through the Community and to offer the community an opportunity, should it so desire, to host an End of Day Celebration to mark the arrival of the Rick Hansen Medal, all on the terms and conditions set forth in the attached Schedule. If the Community agrees and accepts these terms, RHF requests that the Community:

1. have an authorized representative of the Community sign this letter in the space provided below;
2. complete the contact information for the Community Contact in this letter in the space provided below; and
3. return a duly signed and completed copy of this letter to RHF at the address noted below, attention: [insert], **by April 29, 2011.**

By completing, signing and returning this letter (which, together with the Schedule, will constitute the “**Agreement**” between RHF and the Community), the Community agrees to be bound by the terms and conditions set out in the Schedule.

RHF wishes to thank the Community for its interest, cooperation and support in making the Relay a worthwhile and memorable experience for the Community’s residents and for all Canadians.

Yours truly,

RICK HANSEN FOUNDATION
Per:



Authorized Representative

Agreed and acknowledged by the Community this ____ day of _____, 2010.

[NAME OF COMMUNITY]

Per:
Authorized Representative

For the purposes of this Agreement, the Community's authorized representative (the " Community Contact ") is as follows:		For the purposes of this Agreement, the RHF's authorized representative (the " RHF Contact ") is as follows:
Printed Name		Printed Name
Address		Address
Address		Address
Email		Email

SCHEDULE OF TERMS AND CONDITIONS

1. Definitions.

1.1 Community Planning Guide Definitions. Capitalized terms not defined in this Agreement have the meanings given to them in the Rick Hansen Foundation, 25th Anniversary Relay - Community Planning Guide (the "CPG").

1.2 Additional Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:

1.2.1 "**Community Jurisdiction**" means the organization constituted as the local governing authority for the Community, including City, Municipality, Town, Village, District, Organized District, Unorganized District, Resort Municipality or such other designation or title as may be applicable.

1.2.2 "**Confidential Information**" means all information and data disclosed by RHF to the Community (including this Agreement and the CPG) but excluding information published or otherwise available to the general public otherwise than through a breach of this Agreement.

2. Roles of the Parties.

2.1 RHF's Role. RHF's rights and responsibilities in relation to the Relay are as set out in the CPG (the "**RHF Responsibilities**"). Without limiting or expanding the foregoing, RHF has the overall responsibility for organizing the Relay, and will contribute materials and provide guidance to the Community relating to all activities and aspects of the Relay within the Community Jurisdiction.

2.2 Community's Role. The Community's and the Community Planning Team's rights and obligations in relation to all aspects of the Relay within the Community Jurisdiction are set out in the CPG (the "**Community Responsibilities**"). Without limiting or expanding the foregoing, the Community agrees to provide planning, advisory and operational support services, without any charge to RHF, to ensure the successful staging of the Relay within the Community Jurisdiction.

2.3 Community Planning Guide. The Community acknowledges receipt of the CPG. Notwithstanding Section 7.5 below, the Community agrees that RHF in its sole discretion may provide the Community with an updated and/or amended version the CPG from time-to-time (for example, where additional information becomes available or if the Relay requirements evolve or change), whereupon the Community will treat such updated and/or amended version as the CPG for all purposes of this Agreement.

2.4 Cooperation and Consultation. The parties hereby acknowledge that the successful staging of the Relay within the Community Jurisdiction shall require cooperation and consultation between them at all times and that each of them shall make reasonable efforts to keep the other fully informed as to the progress of its plans, any particular difficulties encountered by them any changes in plans. However, the Community agrees that because RHF has the overall responsibility for staging the Relay within the Community Jurisdiction, final event plans are subject to the review and approval of RHF and RHF is ultimately responsible for making final decisions in relation thereto.

2.5 Special Requests. The Community acknowledges and agrees that RHF may from time to time request the Community to carry out obligations or provide services which go beyond, or deviate from, the Community obligations and services set out in the CPG. Such a request could result from a variety of circumstances, including circumstances which are unique to the Community and which are not reflected in the CPG, or circumstances which arise at a time when it is not practical (due to the exigencies of RHF's obligations related to the Relay) for RHF to provide the Community with an updated and/or amended version the CPG in accordance with Section 2.3. In the event that RHF makes any such requests, the Community will use reasonable commercial efforts to carry out the obligation or provide the services that form the subject of the request(s).

2.6 Route Marking. The community agrees that RHF will be permitted to place route markers, containing pertinent participant information, on utility poles and footpaths up to three days prior to the arrival of the Relay in the Community Jurisdiction.

3. Community's Use of Emblem, Logo, and Images

3.1 License. RHF hereby grants to the Community a revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free, limited and restrictive license to use, for non-commercial purposes:

3.1.1 the Rick Hansen 25th Anniversary Relay Emblem and the Composite Logo as depicted at the foot of this Agreement (collectively, the "**Logos**"); and

3.1.2 the archival images -photographs and video - on found on the rickhansen.com website in the media room/photography and video sections (the "**Images**");

for use in association with the fulfillment of the Community Responsibilities (the "**Purpose**"), subject to the terms and conditions described in this Agreement and the CPG (the "**License**").

3.2 All rights, opportunities and approvals not expressly granted to the Community by this Agreement and/or the CPG are reserved by RHF. The License will be in effect for a limited term commencing on the date of this Agreement and terminating upon May 31, 2012, unless RHF (in its absolute discretion) delivers a notice to the Community terminating the License earlier. The Community will use the Logos and Images:

3.2.1 only while the License is in effect;

3.2.2 in their original form and without any additions, deletions or other modifications thereto;

3.2.3 in such a manner so as to ensure that no association whatsoever (whether commercial or otherwise), other than as strictly contemplated by the Purpose, is created between the Logos and Images an entity other than the Community.

4. Insurance and Indemnity.

4.1 Insurance. During the term of this Agreement and for a minimum of six (6) months thereafter, the Community shall provide, maintain and pay for the following insurance coverage:

4.1.1 General liability insurance providing third party bodily injury and property damage coverage in an amount of not less than \$2,000,000 per occurrence, including the requirement that RHF and its directors, officers, employees and volunteers, be named as additional insured parties, containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured, and containing contractual liability coverage;

4.1.2 vehicle liability insurance with respect to all owned and non-owned licensed vehicles used, directly or indirectly, by the Community in the performance of its obligations hereunder, covering liability for damages arising from bodily injury and death and from claims for property damage arising out of their use by the Community in the performance of its obligations hereunder. Such insurance shall be for an adequate amount acceptable to RHF and shall in any event be not less than \$2,000,000 inclusive of any one accident; and

4.1.3 workers' compensation coverage for its employees.

4.2 Proof of Insurance. The Community must provide written proof of the insurance coverage specified in Section 4.1 upon the written request of RHF.

4.3 Notice of Cancellation. The Community will ensure that all the insurance policies specified in Section 4.1 may not be cancelled without the insurer giving at least thirty (30) days' prior written notice to RHF.

4.4 Qualified Insurers. All insurance specified in Section 4.1 shall be with insurers registered in and licensed to underwrite such insurance in the Province of the Community Jurisdiction.

4.5 Notification of Claim. The Community agrees to notify RHF within seven (7) business days of any claim made under any insurance coverage specified in Section 4.1 which relates directly or indirectly to RHF.

4.6 Indemnity. The Community shall indemnify, defend and hold harmless the RHF Associated Parties from and against any and all actions and claims of whatsoever nature or kind, as well as from and against any and all damages, liabilities and losses resulting there from, that may be brought or made by whomsoever, or suffered, directly or indirectly, by reason of or in any way arising out of or in connection with:

4.6.1 any negligent act or omission or willful misconduct by the Community or any of its representatives in connection with the performance of the Community Responsibilities ;

4.6.2 any breach by the Community of any provision of this Agreement; and

4.6.3 any alleged violation of any applicable laws by the Community or any of its representatives in connection with the performance of the Community's obligations under this Agreement.

5. **Term and Termination.**

5.1 Term. The term of this Agreement shall commence upon signing and end upon the full performance by the parties of all their respective obligations hereunder following conclusion of all Relay activities within the Community Jurisdiction, subject to any early termination permitted hereby.

5.2 Termination for Cause. In the event of a material breach of this Agreement by a party, the other party may terminate this Agreement for cause immediately upon written notice to such breaching party, without further liability to the non-breaching party under this Agreement.

5.3 Termination by RHF for Convenience. Due to the exigencies of RHF's obligations related to the Relay, RHF may terminate this Agreement for any reason (and without giving any reason) on giving fifteen (15) days' written notice of termination to the Community, without any liability to RHF under this Agreement.

5.4 Termination for Force Majeure. In the event of a force majeure event which renders the staging of the End of Day Celebration impossible, either party may terminate this Agreement upon written notice to the other party, without any liability to either party under this Agreement.

6. **Rick Hansen Foundation, 25th Anniversary Conditions.**

6.1 No Liability of Unrelated Parties. The Community acknowledges that none of the RHF sponsors or partners, nor any department, agency, director, officer, member, minister, councilperson, servant, employee, agent or volunteer of any of the foregoing entities (each, an "Unrelated Party"), shall incur any financial responsibility or liability by virtue of or arising from the Unrelated Party's relationship to RHF.

6.2 Restricted Publicity and Marketing Rights. Except as expressly stated otherwise in this Agreement (in particular pursuant to Section 3) or in the CPG, the Community shall not publicly disclose its relationship with RHF for promotional purposes, including by means of distribution of literature, verbal declarations or announcements through any medium whatsoever, without the express prior written consent of RHF, which consent may be arbitrarily withheld.

7. **General**

7.1 Confidentiality. The Community agrees to keep confidential all Confidential Information provided hereunder and will not disclose any such information to any person not expressly authorized to review it without the prior consent of RHF, except as required to be disclosed pursuant to the

order of a court of competent jurisdiction or government authority with jurisdiction over the Community's performance of its obligations hereunder.

7.2 Further Assurances. Each of RHF and the Community will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

7.3 Time of the Essence. Time is of the essence of this Agreement.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

7.5 Amendments and Waivers. Subject to Section 2.3, no amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both of the parties hereto, and in any event any such amendment shall be subject to Section 7.5. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

7.6 Notices. Any demand, notice, invoice or other communication to be given in connection with this Agreement, must be given in writing and will be given by personal delivery, by registered mail or by electronic mail (e-mail) addressed, in the case of RHF, to the RHF Contact, and in the case of the Community, to the Community Contact, or to such other street address, individual or electronic mail (e-mail) address as may be designated by notice given by either party to the other.

7.7 Community Authorized Representative. The Community hereby designates the Community Contact as its authorized representative for all purposes related to this Agreement. The Community will ensure that such Community Contact transacts with or otherwise deals with RHF at all times in relation to this Agreement. The Community may change the identity of such Community Contact by notice to RHF given in accordance with Section 7.6.

7.8 Governing Law and Attornment. This Agreement is governed by and will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia.

7.9 Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such void or unenforceable provision may be severed from this Agreement without affecting the remainder of the Agreement.

7.10 Assignment. The Community must not assign its rights and/or obligations under this Agreement without RHF's prior express written consent, which consent may be granted or withheld in RHF's sole discretion.

7.11 Binding Effect. This Agreement shall be binding on the Community's successors and permitted assigns and shall endure to the benefit of any successors and assigns of RHF.

7.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

7.13 Language. With the concurrence of both parties, this Agreement has been drafted in English only. Les parties ont convenu que la presente convention sera redigée en anglais seulement.

2011 Rick Hansen 25th Anniversary Relay Community Planning Team Terms of Reference

PURPOSE

The purpose of the Rick Hansen 25th Anniversary Relay Community Planning Team (CPT) is to provide planning, advisory and operational support services to the Rick Hansen Foundation (RHF) to ensure the successful staging of the Relay and End of Day Celebration event in Hamilton on Saturday, November 12 and Sunday, November 13, 2011.

KEY FUNCTIONS

- To approve an End of Day Celebration site location
- To plan and implement an End of Day Celebration event (“Celebration event”) that builds enthusiasm and support for the Rick Hansen 25th Anniversary Relay (“Relay”) and its mission; to raise awareness about accessibility and inclusivity; engage communities and celebrate people who make a difference.
- To develop strategies and provide advice that will maximize community involvement in the Celebration event.
- To provide communication to RHF, City of Hamilton Council, City staff and participating community stakeholders.
- To ensure all activities and communication adhere to the policies and procedures of the City of Hamilton (“City”) and the terms, conditions and guidelines of the Relay.

PRINCIPLES

The Community Planning Team will:

- Promote enthusiasm and support for the Relay, its vision and mission.
- Facilitate and encourage a sense of ownership and shared engagement in the Celebration event, focusing attention on accessibility and increasing awareness and support for those with a disability.
- Incorporate and celebrate Hamilton’s youth and diverse communities.
- Encourage and support health and wellness.
- Ensure financial, social and environmental sustainability factors are considered in all decisions.

GOALS

- To create a Celebration event that is inclusive and accessible to all citizens.
- To develop activities and community content at the Celebration event to celebrate people who make a difference including those whose efforts have removed barriers and contributed to making the community more accessible and inclusive, those who have overcome adversity, and those who are promising youth leaders.
- To identify and work with community organizations and individuals who represent Hamilton’s accessibility and diverse communities.

- To unite citizens in welcoming the Relay to Hamilton and encourage them to actively participate in the Celebration event.

MEMBERSHIP

The CPT is comprised of one chair, City of Hamilton staff and members of the community. CPT members may consist of individuals representing the following groups:

- City Council;
- Arts & Events Section, Culture Division of City of Hamilton
- Event site (Mohawk College);
- Advisory Committee for Persons with Disabilities to City of Hamilton;
- The Disabled and Aged Regional Transportation System (D.A.R.T.S.);
- The Sledge Hockey Association and/or other sporting organization;
- Local associations that support those with a disability ;
- Youth;
- Road or traffic authority representative;
- Hamilton Police representative;
- Other key resources or subcommittees in developing the event in the community.

TERMS OF MEMBERSHIP

Members are expected to serve a term of 7 months from May 2011 to November 2011.

COMMUNITY PLANNING TEAM CHAIR

The Chair will be determined the CPT members.

GUIDELINES FOR MEETINGS

- Meetings of the CPT will be held on a monthly basis, or as required, on a day and time determined by the Chair.
- A quorum consists of a majority of total CPT membership.
- If within 20 minutes of the time called for a meeting there is no quorum, the meeting will stand adjourned.
- Only members present at a meeting may cast a vote

DECISION-MAKING

- Although the CPT should endeavour to reach decisions by consensus, when a vote is necessary a simple majority vote will carry the question. In the case of a tie vote, the Chair will cast the deciding vote.
- Between scheduled meetings, should a decision be required, the Chair will poll all Community Planning Team members and make an objective decision based on that poll. The decision will be communicated to all CPT members.

CONFLICT OF INTEREST

- A conflict of interest occurs when a member participates in discussion or decision-making about any matter that may financially benefit that member, a member of his/her family, a person with whom the member is in personal or business contact, or any organization with whom the member is affiliated.
- In all cases where the planning of the Celebration event presents such a conflict of interest for a member, that member will declare a conflict of interest, and will abstain from all discussion and voting on the issue.
- All CPT members will refrain from the personal use and communication of any privileged or confidential information.

Dated: April 13, 2011