TO: Chair and Members
Emergency & Community Services Committee  
WARD(S) AFFECTED: CITY WIDE

COMMITTEE DATE: June 22, 2011

SUBJECT/REPORT NO:
Hamilton Centre for Civic Inclusion - Funding Agreement (CS11023(a)) (City Wide)

SUBMITTED BY:
Joe-Anne Priel
General Manager
Community Services Department

PREPARED BY:
Tim Rees (905) 546-2424 ext. 4244

SIGNATURE:

Council Direction:
Not applicable.

Information:

Background

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

On March 24, 2011, the Emergency & Community Services Committee received Report CS11023 and approved:

(a) That Report CS11023 respecting the request for funding from Hamilton Centre for Civic Inclusion be received;

(b) That an enhancement in the amount of $100,000 for Hamilton Centre for Civic Inclusion be approved in the 2011 budget from the Tax Stabilization Reserve;

(c) That a funding agreement, satisfactory to the General Manager of Community Services, and the City Solicitor, be established whereby Hamilton Centre for Civic Inclusion provide documentation to the City of Hamilton in the form of an
annual report to Council outlining finances and activities, while in receipt of City funding;

(d) That City Council, through the Hamilton Immigration Partnership Council, continue to encourage and assist HCCI in its self-financing efforts as an independent, community-based, non-profit group;

At the General Issues Committee on April 1, 2011 the recommendations of Report CS11023 were approved with the addition of a further recommendation that HCCI provide a letter agreeing to a sunset clause of three years for the funding agreement.

Funding Agreement

In demonstrating City Council’s commitment to the principles of civic inclusion, the attached Letter of Agreement (Appendix “A” to Report CS11023(a)) reflects a desire to work more closely and in partnership with HCCI in achieving its objectives. The Letter of Agreement also ensures regular financial and program reporting mechanisms throughout the duration of the Agreement.

The Letter of Agreement between the City of Hamilton and Hamilton Centre for Civic Inclusion is the basis of funding HCCI in the amount of $100,000 for the 2011 fiscal year. It also provides the basis for funding on a declining scale for the following fiscal years 2012 and 2013 conditional on fulfilling the requirements and obligations of the Letter of Agreement.

The Letter of Agreement requires HCCI to provide:

- ongoing civic skills and leadership training together with an assessment of the measurable outcomes it has for representatives of newcomer and racialized communities in Hamilton;
- community capacity building support to new and emerging communities in the city as measured by the number of communities supported and the nature and results of HCCI’s interventions;
- represent – and support the ability of newcomer communities in Hamilton themselves to bring forward their contributions and concerns to the appropriate agencies and decision-making bodies in Hamilton, as measured by the nature of the issues identified, and the number of representations made;
- documentation of these community concerns in the form of reports and briefings, and that they be compiled and quantified throughout the period of the Letter of Agreement;
presentations and the dissemination of information on diversity and inclusion in order to create a city wide culture of inclusion, as measured by the different audiences served, and the amount of presentations given and information disseminated;

creation of learning platforms throughout the city on diversity and inclusion and the resultant benefits from these platforms;

fee for service assistance to agencies and institutions in Hamilton in undertaking inclusionary impact assessments, in engaging with newcomer communities and developing inclusionary action plans.

regular reports, through the Community Services Department, to City Council Committees and to the Hamilton Immigration Partnership Council on its activities and findings.

The above program deliverables support, strengthen and are in alignment with our made-in-Hamilton Immigration Strategy and Action Plan. The Hamilton Immigration Partnership Council, as a collaborative planning body involving all local partners, particularly at the institutional level, does not have the mandate or resources to deliver the above services. The attached agreement provides an organized framework of work as well as a reporting and accountability system by which the City can not only support that contribution but also work in closer partnership with HCCI.

Appendix

Appendix “A” to Report CS11023(a): Letter of Agreement between City of Hamilton and Hamilton Centre for Civic Inclusion
LETTER OF AGREEMENT

This Letter of Agreement made as of the 1 day of May 2011.

BETWEEN:

CITY OF HAMILTON
(the “City”)

- and -

HAMILTON CENTRE FOR CIVIC INCLUSION
(the “Recipient”)

WHEREAS:

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

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

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

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

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

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

1. The term of this Letter of Agreement shall commence on the 1 day of May 2011 and shall expire on the 31 day of May 2012, unless terminated earlier in accordance with the provisions of this Letter of Agreement (the “Term”). The parties shall discuss the possibility of renewing this Letter of Agreement prior to the expiration of the Term for the following fiscal years 2012 and 2013, which is conditional on the Recipient fulfilling the requirements and obligations of the agreement. As directed by City Council, the
Recipient shall provide a letter acknowledging and accepting that, subject to the City’s annual budget, funding will be provided for a maximum period of three years. Funding for the fiscal years 2012 and 2013 will be on a declining basis ($75,000 in 2012 and $50,000 in 2013), which is conditional on the Recipient fulfilling the requirements and obligations of the agreement.

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

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

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

   a. To provide ongoing civic skills and leadership training together with an assessment of the measurable outcomes it has for representatives of newcomer and racialized communities in Hamilton;
   
   b. To provide community capacity building support to new and emerging communities in the City as measured by the number of communities supported and the nature and results of HCCI’s interventions;
   
   c. To represent and support the ability of newcomer communities in Hamilton themselves to bring forward their contributions and concerns to the appropriate agencies and decision-making bodies in Hamilton as measured by the nature of the issues identified and the number of representations made;
   
   d. To provide documentation of these contributions and concerns in the form of reports and briefs, and they be compiled, quantified and submitted to the City throughout the period of the Letter of Agreement;
   
   e. To create a city wide culture of inclusion through presentations and the dissemination of information on diversity and inclusion, as measured by the amount of presentations given and information disseminated;
   
   f. To create learning platforms throughout the city on diversity and inclusion and the resultant benefits from these platforms;
   
   g. To provide fee for service assistance to agencies and institutions in Hamilton in undertaking inclusionary impact assessments, engaging with newcomer communities and developing inclusionary action plans;
   
   h. To submit regular reports, through the Community Services Department, to City Council Committees and to the Hamilton Immigration Partnership Council on its activities and findings.
   
   i. To produce an annual report to the Community Services Department providing a financial statement and description of activities and describing the evaluation processes and the value added and measurable impact of its work.
5. Should the Recipient use the Funds for expenditures not permitted under this Letter of Agreement, the City may demand from the Recipient the payment of funds equal to those already used by the Recipient for the unauthorized expenditures, which funds shall be immediately due and payable.

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

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

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

(a) immediately if the Recipient ceases to provide leadership training or community support or breaches any other term or condition of this Letter of Agreement or of any other agreement which the Recipient has with the City; and/or

(b) at any time upon at least ninety (90) days’ written notice to the Recipient.

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

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

9. **INDEMNITY**

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

(a) All notices, or any other thing to be given or delivered pursuant to this Letter of Agreement, unless otherwise specified, shall be given in writing and delivered personally or by prepaid registered mail, and addressed
to the City at: City of Hamilton  
City Hall, 71 Main Street West  
Hamilton, Ontario  
L8P 4Y5  
Attention: City Clerk

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

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

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

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

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

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

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

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

(h) This Letter of Agreement shall not be construed to constitute an agency, partnership or joint venture between the parties hereto.
(i) This Letter of Agreement embodies the entire agreement of the parties hereto and no understandings or agreements, collateral, verbal or otherwise exist between the parties except as expressly set out herein or as may hereafter be agreed to, in writing, by the parties.

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

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

CITY OF HAMILTON

Per: ______________________________
    Joe-Anne Priel
    General Manager

I have authority to bind the City.

________________________________________________________
Date

HAMILTON CENTRE FOR CIVIC INCLUSION

Per: ______________________________
    Evelyn Myrie
    Executive Director

I have authority to bind the Recipient.

________________________________________________________
Date