



AGENDA

GENERAL COMMITTEE

THE CORPORATION OF THE CITY OF MISSISSAUGA
www.mississauga.ca

WEDNESDAY, FEBRUARY 1, 2012 - 9:00 AM

COUNCIL CHAMBER – 2nd FLOOR – CIVIC CENTRE
300 CITY CENTRE DRIVE, MISSISSAUGA, ONTARIO L5B 3C1

Members

Mayor Hazel McCallion	
Councillor Jim Tovey	Ward 1
Councillor Pat Mullin	Ward 2
Councillor Chris Fonseca	Ward 3 (Chair)
Councillor Frank Dale	Ward 4
Councillor Bonnie Crombie	Ward 5
Councillor Ron Starr	Ward 6
Councillor Nando Iannicca	Ward 7
Councillor Katie Mahoney	Ward 8
Councillor Pat Saito	Ward 9
Councillor Sue McFadden	Ward 10
Councillor George Carlson	Ward 11

Contact:

Sacha Smith, Legislative Coordinator, Office of the City Clerk
905-615-3200 ext. 4516 / Fax 905-615-4181
sacha.smith@mississauga.ca

INDEX – GENERAL COMMITTEE – FEBRUARY 1, 2012

CALL TO ORDER

DECLARATIONS OF DIRECT (OR INDIRECT) PECUNIARY INTEREST

APPROVAL OF THE AGENDA

PRESENTATIONS

DEPUTATIONS

- A. Anthony Bartoszewicz and Brian Green, Ward 3 Residents with respect to a sidewalk for Tasmania Drive.

MATTERS TO BE CONSIDERED

1. 15-Hour Parking – Falconer Drive (Ward 11)
2. Assumption of Municipal Services (Ward 8)
3. Mississauga Culture Master Plan
4. Single Source Contract Award to the Ontario Centre for Classical Sport for Fencing and Archery Instruction Programs
5. Single Source Contract Award to Tennis Everyone for Tennis Instruction Programs
6. Delegation of Authority – Acquisition, Disposal, Administration and Lease of Land and Property – July 1, 2011 to December 31, 2011

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Public Vehicle Advisory Committee Report 3-2011 – December 13, 2011

Mississauga Cycling Advisory Committee Report 1-2012 – January 10, 2012

Governance Committee Report 1-2012 – January 23, 2012

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Museums of Mississauga Advisory Committee Report 1-2012 – January 23, 2012

Heritage Advisory Committee Report 1-2012 – January 24, 2012

Road Safety Mississauga Advisory Committee Report 1-2012 – January 24, 2012

COUNCILLORS' ENQUIRIES

CLOSED SESSION

(Pursuant to Subsection 239 (2) of the *Municipal Act*)

ADJOURNMENT

CALL TO ORDER

DECLARATIONS OF DIRECT (OR INDIRECT) PECUNIARY INTEREST

APPROVAL OF THE AGENDA

PRESENTATIONS

DEPUTATIONS

- A. Anthony Bartoszewicz and Brian Green, Ward 3 Residents with respect to a sidewalk for Tasmania Drive.

MATTERS TO BE CONSIDERED

1. 15-Hour Parking – Falconer Drive (Ward 11)

Corporate Report dated January 9, 2012 from the Commissioner of Transportation and Works with respect to 15-hour parking anytime on Falconer Drive.

RECOMMENDATION

That a by-law be enacted to amend By-law 555-2000, as amended, to remove "No Parking Anytime" on the south side of Falconer Drive between #121 "A Private Condominium Community" and Meadow Green Park and allow "15-hour parking anytime".

2. Assumption of Municipal Services (Ward 8)

Corporate Report dated January 13, 2012 from the Commissioner of Transportation and Works with respect to the assumption of municipal services.

RECOMMENDATION

That the City of Mississauga assume the municipal works as constructed by the developer under the terms of the Servicing Agreement for 43M-1325, *Barchester Manors Inc.* (lands located north of Dundas Street West, west of Mississauga Road, east of Erin Mills Parkway and south of Burnhamthorpe Road West, known as *Barchester Court Subdivision*), and that the securities in the amount of \$28,850.37 be returned to the developer and that a by-law be enacted to establish the road allowances within the Registered Plans as public highway and part of the municipal system of the City of Mississauga.

3. Mississauga Culture Master Plan Progress Report

Corporate Report dated January 3, 2012 from the Commissioner of Community Services providing a progress report on the Mississauga Culture Master Plan.

RECOMMENDATION

That the Corporate Report entitled Mississauga Culture Master Plan Progress Report dated January 3, 2012 from the Commissioner of Community Services be received for information.

4. Single Source Contract Award to the Ontario Centre for Classical Sport for Fencing and Archery Instruction Programs

Corporate Report dated January 16, 2012 from the Commissioner of Community Services with respect to a single source contract award to the Ontario Centre for Classical Sport for Fencing and Archery Instruction Programs.

RECOMMENDATION

1. That the Ontario Centre for Classical Sport be established as a single source vendor for the provision of fencing and archery instruction programs as outlined in the corporate report dated January 16, 2012 from the Commissioner of Community Services.
2. That the Purchasing Agent or designate be authorized to continue to treat Ontario Centre for Classical Sport as a single source vendor for the provision of fencing and archery instruction programs as required, and execute forms of commitment satisfactory to Materiel Management, Recreation and Parks, and Legal Services.

5. Single Source Contract Award to Tennis Everyone for Tennis Instruction Programs

Corporate Report dated January 16, 2012 from the Commissioner of Community Services with respect to a single source contract award to Tennis Everyone for Tennis Instruction Programs.

RECOMMENDATION

1. That Tennis Everyone be established as a single source vendor for the provision of tennis instruction programs as outlined in the corporate report dated January 16, 2012 from the Commissioner of Community Services.
2. That the Purchasing Agent or designate be authorized to continue to treat Tennis Everyone as a single source vendor for the provision of tennis instruction programs as required, and execute forms of commitment satisfactory to Materiel Management, Recreation and Parks, and Legal Services.

6. Delegation of Authority – Acquisition, Disposal, Administration and Lease of Land and Property – July 1, 2011 to December 31, 2011

Corporate Report dated January 13, 2012 from the Commissioner of Corporate Services and Treasurer with respect to the acquisition, disposal, administration and lease of land and property between July 1, 2011 to December 31, 2011.

RECOMMENDATION

That the report dated January 13, 2012 from the Commissioner of Corporate Services and Treasurer entitled Delegation of Authority – Acquisition, Disposal, Administration and Lease of Land and Property – July 1, 2011 to December 31, 2011 be received for information.

ADVISORY COMMITTEE REPORTS

Public Vehicle Advisory Committee Report 3-2011 – December 13, 2011
(Recommendation PVAC-0014-2011 to PVAC-0018-2011)

Mississauga Cycling Advisory Committee Report 1-2012 – January 10, 2012
(Recommendation MCAC-0001-2012 to MCAC-0012-2012)

Governance Committee Report 1-2012 – January 23, 2012
(Recommendation GOV-0001-2012 to GOV-0007-2012)

Museums of Mississauga Advisory Committee Report 1-2012 – January 23, 2012
(Recommendation MOMAC-0001-2012 to MOMAC-0005-2012)

Heritage Advisory Committee Report 1-2012 – January 24, 2012
(Recommendation HAC-0001-2012 to HAC-0014-2012)

Road Safety Mississauga Advisory Committee Report 1-2012 – January 24, 2012
(Recommendation RSM-0001-2012 to RSM-0005-2012)

COUNCILLORS' ENQUIRIES

CLOSED SESSION

(Pursuant to Subsection 239 (2) of the *Municipal Act*)

ADJOURNMENT



Corporate Report

Clerk's Files

Originator's
Files

MG.23.REP
RT.10.Z-45W

DATE: January 9, 2012

TO: Chair and Members of General Committee
Meeting Date: February 1, 2012

FROM: Martin Powell, P. Eng.
Commissioner of Transportation and Works

SUBJECT: **15-Hour Parking**
Falconer Drive (Ward 11)

GENERAL COMMITTEE

FEB 01 2012

RECOMMENDATION: That a by-law be enacted to amend By-law 555-2000, as amended, to remove "No Parking Anytime" on the south side of Falconer Drive between #121 "A Private Condominium Community" and Meadow Green Park and allow "15-hour parking anytime".

BACKGROUND: The Transportation and Works Department received a request from the Ward Councillor's office to remove the "No Parking Anytime" regulation on the south side of Falconer Drive between #121 "A Private Condominium Community" and Meadow Green Park and allow "15-hour parking anytime".

COMMENTS: Transportation and Works Department staff conducted a site inspection on Falconer Drive which revealed that parking on the north side of Falconer Drive between #121 "A Private Condominium Community" and Meadow Green Park has reached capacity. The south side of Falconer Drive between #121 "A Private Condominium Community" and Meadow Green Park is currently signed as "No Parking Anytime".

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Staff recommend that in order to accommodate the demand for parking on the south side of Falconer Drive, the "No Parking Anytime" regulation between #121 "A Private Condominium Community" and Meadow Green Park be changed to "15-hour parking anytime". The width of the roadway can support parking on both sides while maintaining the safe passage of two-way traffic.

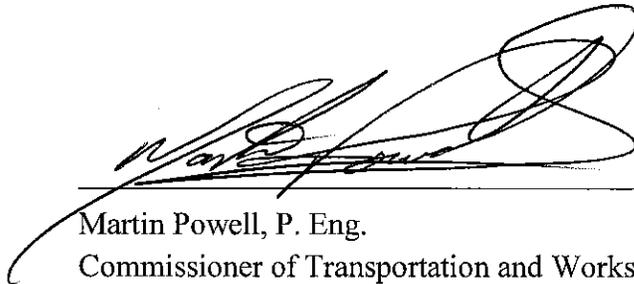
Typically this type of request for a parking regulation change is by a petition being circulated to the affected residents to determine the level of support. Due to the results of the site inspection, of which the Councillor is aware of, the parking petition was not mailed to the area residents. The Ward Councillor has subsequently requested a report be brought forward.

The Ward Councillor supports the above proposal.

FINANCIAL IMPACT: Costs for the sign installations can be accommodated in the 2012 Current Budget.

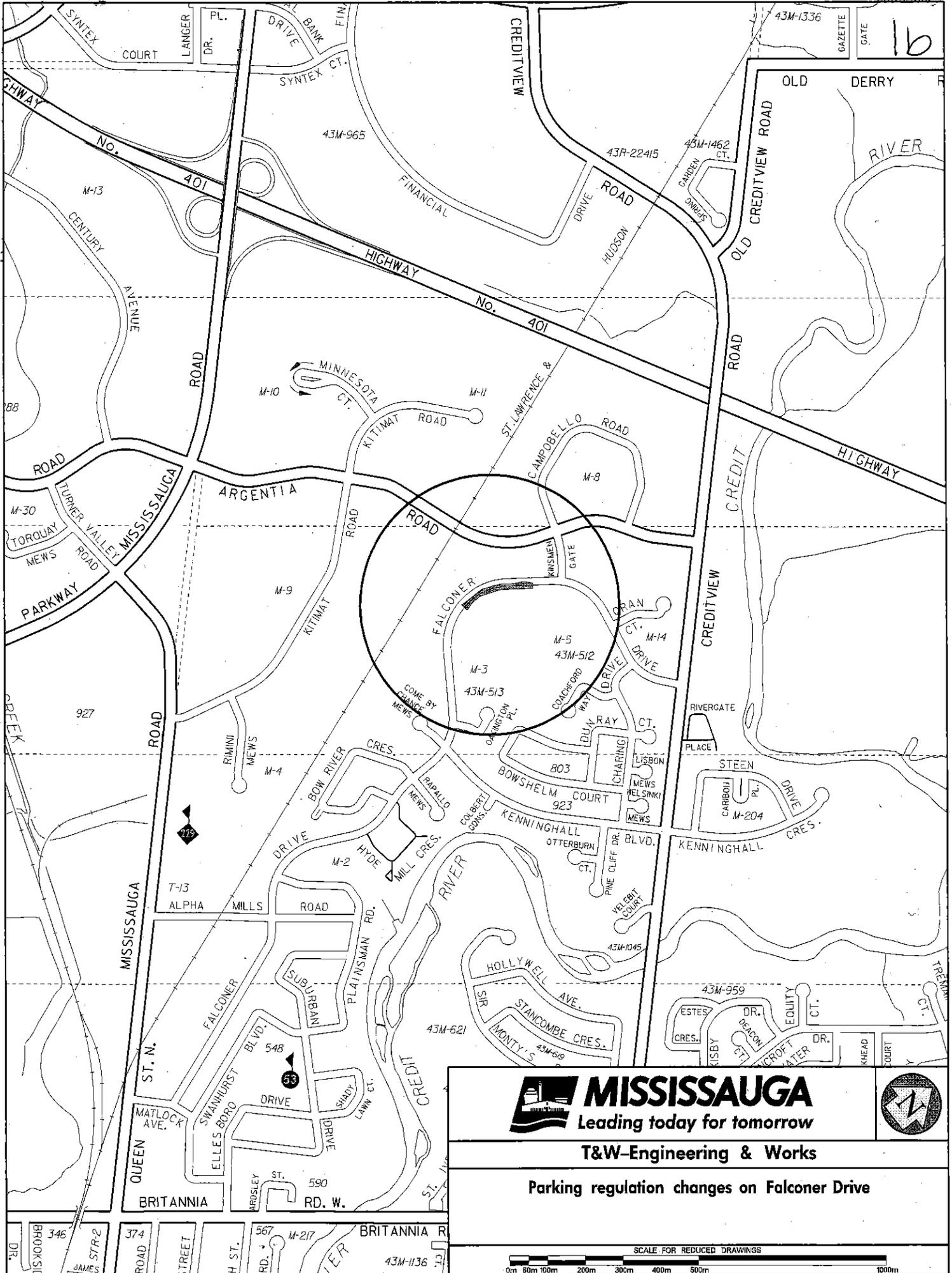
CONCLUSION: The Transportation and Works Department recommends the removal of the "No Parking Anytime" regulation on the south side of Falconer Drive between #121 "A Private Condominium Community" and Meadow Green Park and the subsequent implementation of "15-hour parking anytime" limits in place.

ATTACHMENTS: Appendix 1: Location Map: 15-hour parking anytime on the south side of Falconer Drive between #121 "A Private Condominium Community" and Meadow Green Park (Parking regulation changes on Falconer Drive) (Ward 11)



Martin Powell, P. Eng.
Commissioner of Transportation and Works

Prepared By: Dino Castronovo, Traffic Technician

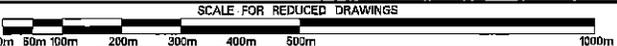


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T&W-Engineering & Works

Parking regulation changes on Falconer Drive





Corporate Report

Clerk's Files

Originator's Files 43M-1325

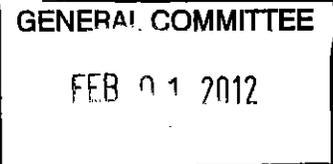
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DATE: January 13, 2012

TO: Chair and Members of General Committee
Meeting Date: February 1, 2012

FROM: Martin Powell, P. Eng.
Commissioner of Transportation and Works

SUBJECT: **Assumption of Municipal Services (Ward 8)**



RECOMMENDATION: That the City of Mississauga assume the municipal works as constructed by the developer under the terms of the Servicing Agreement for 43M-1325, *Barchester Manors Inc.* (lands located north of Dundas Street West, west of Mississauga Road, east of Erin Mills Parkway and south of Burnhamthorpe Road West, known as *Barchester Court Subdivision*), and that the securities in the amount of \$28,850.37 be returned to the developer and that a by-law be enacted to establish the road allowances within the Registered Plans as public highway and part of the municipal system of the City of Mississauga.

43M-1325 (Ward 8)

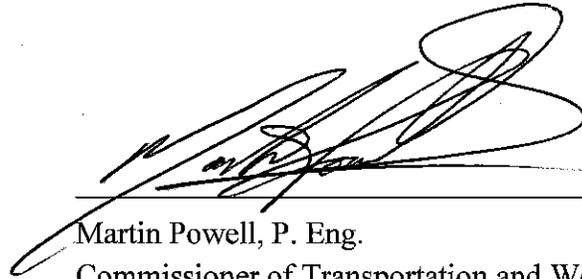
BACKGROUND: The developer identified on the attached Table of Assumption (Appendix 1) has complied with all the requirements of the Servicing Agreement for the installation of the municipal services.

FINANCIAL IMPACT: With the assumption of the Barchester Court Subdivision (43M-1325), the City will now be required to provide maintenance of the newly constructed storm sewers and 0.2 lane kilometres (656 feet) of roadway.

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CONCLUSION: It is in order for the City to assume the municipal works within the site identified on the attached Table of Assumption (Appendix 1).

ATTACHMENTS: Appendix 1: Table of Assumption
Appendix 2: Approximate Location of Barchester Court Subdivision

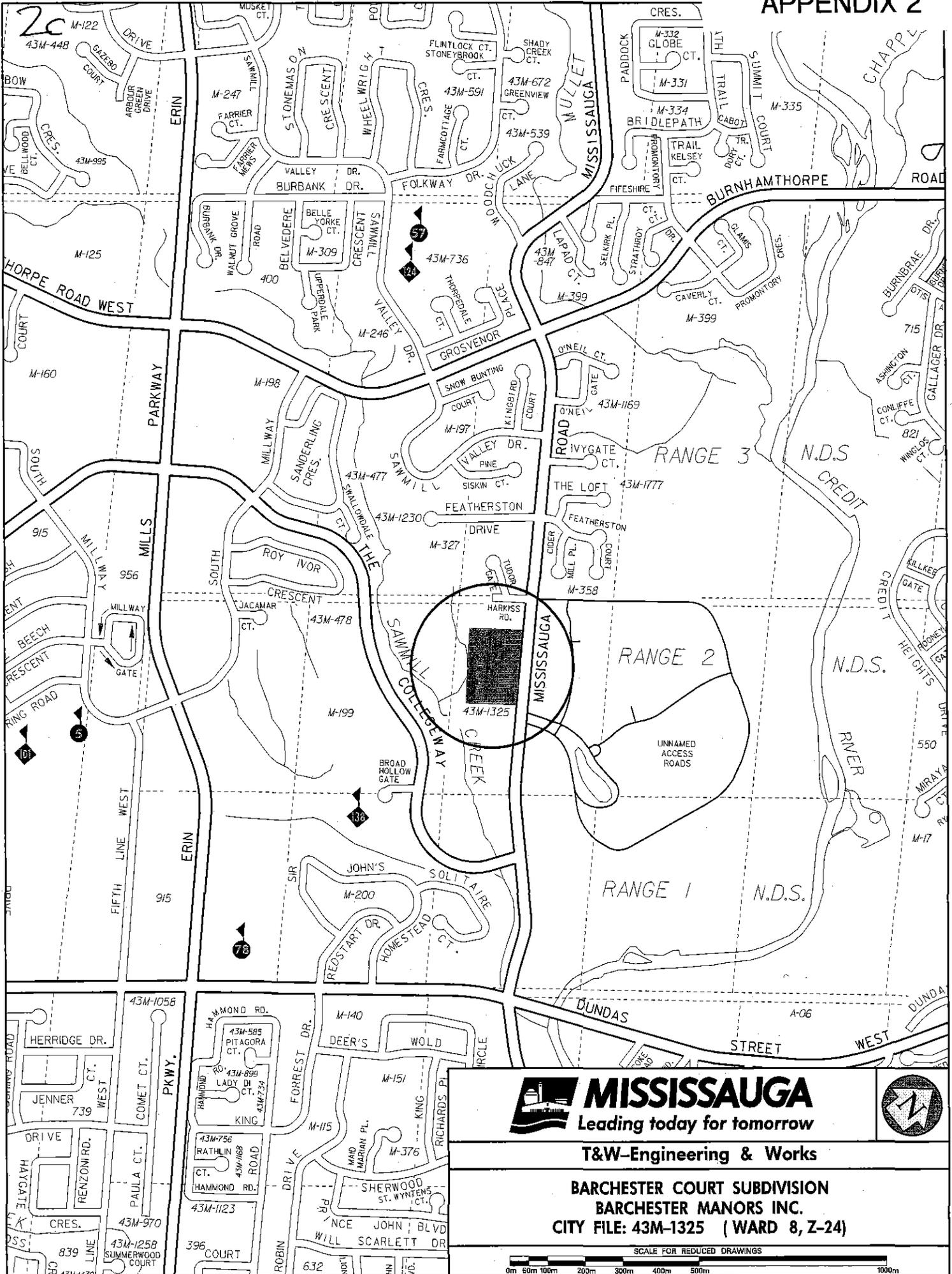


Martin Powell, P. Eng.
Commissioner of Transportation and Works

*Prepared By: Scott Holmes, C.E.T.
Manager, Development Construction*

TABLE OF ASSUMPTION

PLAN/FILE REFERENCE #	LOCATION	DEVELOPERS ADDRESS	SERVICING AGREEMENT DATE	SECURITIES TO BE RELEASED
43M-1325	North of Dundas Street West, west of Mississauga Road, south of Burnhamthorpe Road West, and east of Erin Mills Parkway.	Barchester Manors Inc. (c/o Anderson Sinclair LLP 2170 Torquay Mews Mississauga, Ontario L5N 4A3) Attn: S. Poitras	January 20, 1999	\$28,850.37 Cancel insurance



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T&W-Engineering & Works

**BARCHESTER COURT SUBDIVISION
BARCHESTER MANORS INC.
CITY FILE: 43M-1325 (WARD 8, Z-24)**

SCALE FOR REDUCED DRAWINGS





Corporate Report

Clerk's Files

Originator's
Files

3.

DATE: January 3, 2012

TO: Chair and Members of General Committee
Meeting Date: February 1, 2012

FROM: Paul A. Mitcham, P.Eng., MBA
Commissioner of Community Services

SUBJECT: **Mississauga Culture Master Plan Progress Report**

GENERAL COMMITTEE

FEB 01 2012

RECOMMENDATION: That the Corporate Report entitled Mississauga Culture Master Plan Progress Report dated January 3, 2012 from the Commissioner of Community Services be received for information.

BACKGROUND: On June 10, 2009 Council approved the Mississauga Culture Master Plan. The Master Plan built upon the 2005 Arts Review Task Force Report that made six recommendations regarding the development of the arts sector in Mississauga. It is important to note that all six recommendations of the Task Force Report have been addressed. The Culture Master Plan extends beyond the arts in Mississauga to address all aspects of culture including heritage, cultural attractions and the overall development of quality urban spaces. It sets out a road map for Mississauga to achieve a globally unique cultural identity and broadly based opportunities for all citizens to contribute to Mississauga's cultural vitality.

The Plan provides a framework for development of the culture sector in Mississauga by outlining a long term vision, seven strategic directions and an implementation plan, with 44 recommendations to help transform Mississauga into a culturally significant Canadian city. The Culture Master Plan supports the five pillars for change in the Strategic Plan.

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As the Culture Master Plan is a five year plan it is appropriate to report on our mid-point progress. This report provides an overview of the recommendations implemented to date and includes an appendix listing each recommendation and a status update. (Appendix 1: Mississauga Culture Master Plan Implementation Plan Progress Schedule)

COMMENTS:

The Culture Master Plan is a living document with 10 of the 44 recommendations completed and 22 recommendations initiated or partially completed. Key recommendations implemented include the following:

Strategic Direction 1 - Strengthen arts, heritage and culture

Recommendations under this strategic direction addressed the importance of providing stable grants funding to support arts, heritage and culture organizations including festivals. To achieve this, the City of Mississauga has established a grants target funding level equivalent to \$3.00 per capita for cultural organizations. As of 2011 per capita funding available is \$2.55. (Recommendation 1)

While the increase in municipal grants was an important signal about the City's commitment to culture groups, these organizations also need a pathway to connect the private sector with the arts to contribute financially as well as offering management and governance experience. To achieve these goals the Plan recommended Mississauga establish an Arts Stabilization Program. To set an example to the private sector, in 2009 the City of Mississauga pledged \$300,000 towards the arts stabilization fund. (Recommendation 3) Further development of the Arts Stabilization Program is scheduled for the 2012/13 work plan.

To further support heritage, the Culture Division facilitated a review of roles and responsibilities of Heritage Planning, Museums of Mississauga, Central Library and Heritage Mississauga, a separate affiliate group. As a result of this review, the organizations have recognized common opportunities shared by all members and an action plan has been created that will assist the groups in creating greater awareness and promotion of the individual roles and responsibilities. As well, there has been a commitment among the

organizations to meet on an annual basis to ensure improved alignment and seek areas for collaboration, such as the ongoing Heritage Partners Lecture Series held throughout the City.
(Recommendation 12)

Strategic Direction 2 - Encourage community celebrations and festivals

Celebrations and festivals are an important expression of culture and community in Mississauga. They have the potential to become platforms for a wide range of cultural and heritage expression and establish a sense of pride for communities. The Culture Division is working within the timeframe suggested for the two recommendations related to this initiative including the development of a Celebrations and Festival Strategy for Mississauga. In addition the Culture Division supported and implemented the recommendations from the Festivals Funding Review Committee.

Strategic Direction 3 - Strengthen cultural infrastructure

There are nine recommendations that directly support this initiative. The Culture Master Plan notes Mississauga is underserved by cultural infrastructure and existing cultural infrastructure is poorly distributed in relation to where people live. As Mississauga works to create complete communities as expressed in the city's strategic plan, it is important to acknowledge that local cultural identity can be enhanced through the development of cultural infrastructure. Through the 2011-2020 business planning process a capital budget was established for repairs and adaptive reuse of existing and new cultural facilities. (Recommendations 16, 22, 23) A collaborative relationship between Culture and Facilities and Property Management exists to ensure the specific needs for repair and rehabilitation of our historical designated buildings. Additionally, Meadowvale Theatre has benefited from new lighting and sound equipment, as well as recent upgrades to the stage and lobby area.

On April 27, 2011, City Council approved an independent study that provides guidance to the Living Arts Centre (LAC) and Meadowvale Theatre management and Boards of Directors on future plans and budget submissions. Both organizations have begun to implement the

report recommendations including areas of governance and planning sessions for 2012. (Recommendation 24).

Strategic Direction 4 - Build partnerships and increase collaboration

A number of recommendations direct the Culture Division to work in a collaborative way within City Hall, the wider public sector, community and business spheres. This integrated approach is the standard way the Culture Division works on projects (Recommendations 26, 27, 12), as demonstrated by collaboration with Transportation and Works on public art projects and with Mississauga Celebration Square to provide a variety of cultural events and activities.

The Culture Division also established a Mississauga Cultural Resource Partnership in April 2011. This is a high-level forum for Mississauga-area organizations and institutions who engage in culture related research, policies, programs and initiatives. They meet formally twice a year and share useful information of collective interest. (Recommendation 32)

A key partnership the Culture Division has nurtured is with the Mississauga Arts Council (MAC). The Culture Division met with MAC in 2010 to review roles and responsibilities in the arts sector to avoid duplication. Through on-going meetings and communication between staff and MAC areas for cooperation are identified and duplication avoided. (Recommendation 29)

Strategic Direction 5 - Strengthen the flow of information

Another key priority of the Plan is the development of a sustainable Cultural Resource Map for the city. The map will enable newcomers, visitors, youth and residents to learn about Mississauga's cultural resources, assets and information from a single dedicated source. It will become an informative tool for culture organizations, artists and culture practitioners to support audience development, policy and program delivery. This project is well underway and expected to be launched within the next few months. (Recommendations 30, 31 and 34)

The development of a Cultural Report Card to assess Mississauga's cultural vitality and chart progress in key areas is underway and will be presented to Council in Spring 2012. (Recommendation 33)

Strategic Direction 6 - Identify cultural nodes and create an artful public realm

Port Credit was selected as the first area in Mississauga to implement a Cultural Node Pilot Project. Initiatives were approved by Council in the spring of 2011 for staff, in cooperation with the Port Credit BIA, to implement during the summer season. Staff will soon report to Council on the outcomes and proposal for continuation of the project. (Recommendation 36)

Through the Planning and Building Department, a parking study is underway for the Port Credit and Lakeview District. One aspect of the study is to review approaches to parking which will promote and remove barriers for cultural activities and uses. (Recommendation 38)

In late 2009 the Culture Division retained a Public Art coordinator to lead the development of Mississauga's Public Art Program. A Public Art Framework was approved by Council in July 2010. (Recommendation 40)

A number of public art projects have been implemented with opportunities for artists from a wide range of disciplines. Some of these projects include the downtown crosswalk initiative, and public art in community parks (Recommendation 41) such as the Harold Kennedy Park.

Strategic Direction 7 - Attract and support creative individuals

Through the Culture Division's work with its partners new ways are being explored to create places where people want to live. Mississauga will increasingly attract creative individuals by creating opportunities for artists, creative people and cultural activities to exist within our community. For example in Spring 2011, the Culture Division conducted a film competition for film makers to develop short silent films to be shown on Mississauga's new LED screens on Mississauga Celebration Square.

Additionally, through an integrated planning approach the Culture Division provided input into the City's Economic Development strategy and Downtown 21 Master Plan to provide mechanisms to support creative individuals, such as employment opportunities and a cultural hub for the City.

STRATEGIC PLAN: The Culture Master Plan supports the five strategic pillars for change of the Strategic Plan. Specific linkage is referenced in the Strategic Pillar for Change "Cultivating Creative and Innovative Businesses, Strategic Goal: Strengthen Arts and Culture."

FINANCIAL IMPACT: Recommendations of the Mississauga Culture Master Plan were implemented through a variety of mechanisms. First through the 2011-2014 Corporate Business Planning Process a number of priorities outlined in the Plan were considered and are proceeding through the budget cycle. Second, the capital prioritization model has served as a filter to rank projects. Through these processes, recommendations requiring additional financial or human resources are approved by Council as part of the annual budget review. However, a number of the recommendations do not require additional funding, but rather address the process by which the Culture Division works with the community.

CONCLUSION: The Mississauga Culture Master Plan outlines 44 recommendations. The Culture Division has completed 10 and initiated or partially completed 22 recommendations at the mid-point of a five year plan. Continued implementation of the Plan will help develop cultural vitality in Mississauga that will ultimately play a significant role in the achievement of the city's vision.

ATTACHMENTS: Appendix 1: Mississauga Culture Master Plan Implementation Plan Progress Schedule



Paul A. Mitcham, P.Eng., MBA
Commissioner, Community Services

Prepared By: Bonnie Brown, Manager, Cultural Planning, Culture Division

STRATEGIC DIRECTION 1 – STRENGTHEN ARTS, HERITAGE AND CULTURE

INITIATIVE	ACTION	TIMEFRAME/years				Initiated	Completed	
		1	1-3	3-5	> 5			
1. Increase per capita financial allocation funding to cultural organizations, festivals and celebrations.	Increased funding from \$1.50 to \$3.00 over the next four years beginning in 2009. An increase of \$940,700 by 2012 (Recommendation #1)	✓	✓	✓		✓	Completed up to 2011	
	2. Establish an Arts and Culture Stabilization Fund	\$300,000 in 2009 to kick start the fund and set an example to the private sector (Recommendation #3)	✓					✓
		Roundtable session with private sector, voluntary sector & other orders of government (Recommendation #4)	✓		Re-adjusted to 2012/13			
		Information session with arts & culture community & grants recipients (Recommendation #5)	✓				✓	Completed up to 2011
		Mayor's session with corporate sector (Recommendation #6)	✓		Re-adjusted to 2012/13			
		Develop Arts Stabilization Fund program with corporate and community leadership. (Recommendation #2)	✓		Re-adjusted to 2012/13			

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(Cont'd) STRATEGIC DIRECTION 1 – ENCOURAGE COMMUNITY CELEBRATIONS AND FESTIVALS

INITIATIVE	ACTION	TIMEFRAME/years				Initiated	Completed
		1	1-3	3-5	>5		
3. Institutional & Administrative Arrangements for Heritage and Museums	Move Heritage Planning and Museums to the Culture Division. (Recommendation #7 and 8)		✓				✓
	Create additional resources for Museums and Heritage Planning. (Recommendation #9 and 10)		✓			✓ (Museums)	
	Strengthen role of Heritage Advisory Committee in heritage awareness and promotion. (Recommendation #11)			✓			
	Review of roles and responsibilities of all heritage organizations and collaboration with library. (Recommendation #12)		✓				✓

STRATEGIC DIRECTION 2 – ENCOURAGE COMMUNITY CELEBRATIONS AND FESTIVALS							
INITIATIVE	ACTION	TIMEFRAME/years				Initiated	Completed
		1	1-3	3-5	> 5		
4. Assess contribution that celebrations and festivals can make to cultural development, tourism, identity and economic development	Celebrations and Festivals Strategy for Mississauga. (Recommendation #13)		✓			✓	
	Transfer festivals and celebrations responsibilities currently housed in Recreation and Parks to the Culture Division. (Recommendation #14)		✓				
STRATEGIC DIRECTION 3 – STRENGTHEN CULTURAL INFRASTRUCTURE							
INITIATIVE	ACTION	TIMEFRAME/years				Initiated	Completed
		1	1-3	3-5	> 5		
5. Policy framework for cultural infrastructure	Policy framework for cultural facility development (Recommendation #15)	✓					
6. Review 2008-2017 Capital Program forecast	Determine an available quantum for cultural infrastructure for 2011 -2020 (Recommendation #16)		✓			✓	
	Ten-year forecast for spending on new cultural facilities for 2011 budget (Recommendation #22)		✓			✓	
	Ten-year forecast for spending to repair and adaptively reuse existing facilities for 2011 budget. (Recommendation # 23)		✓			✓	✓ On-going

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(Cont'd) STRATEGIC DIRECTION 3 – STRENGTHEN CULTURAL INFRASTRUCTURE

INITIATIVE	ACTION	TIMEFRAME/years				Initiated	Completed
		1	1-3	3-5	> 5		
7. Complete communities with cultural infrastructure	Community driven and neighbourhood focused cultural development in Mississauga (Recommendation #17)		✓	✓	✓	✓ On-going	
	8. Capital project capacity	Create cultural infrastructure development capacity. (Recommendation #18)		✓			✓
	Establish expertise in cultural capital outreach, advocacy and partnership-building in the Culture Division (Recommendation #19)		✓				
	Collaborate with Facilities and Property Management to ensure that the City creates a specialized capacity for data collection and monitoring of cultural facilities and capital projects and the integration of that data with other City GIS initiatives. (Recommendation #20)		✓				
9. Independent Review of Living Arts Centre	Independent study of the LAC to make recommendations about its future contribution to the cultural life of the City. (Recommendation #24)	✓					✓

STRATEGIC DIRECTION 4 - BUILD PARTNERSHIPS AND INCREASE COLLABORATION							
INITIATIVE	ACTION	TIMEFRAME / years				Initiated	Completed
		1	1-3	3-5	> 5		
10. Culture Division adopts new ways of working – becomes a Connector, Facilitator, Enabler	Establish a City Interdepartmental Culture Team to advise on measures to use cultural resources to achieve Mississauga's strategic goals. (Recommendation #26)	✓				✓	Completed up to 2011
	11. Rename the Office of Arts and Culture	Culture Division (Recommendation #27)	✓				✓
	Festival and Events Roundtable (Recommendation #28)		✓				
	Heritage Sector & Library Synergies (Recommendation #12)		✓	✓	✓		✓
12. A Network of Cultural Partnerships in Mississauga	Mississauga Arts Stabilization Board (Recommendation nr. 4)		✓	Re-adjusted 2012/2013			
	Festival and Events Roundtable (Recommendation nr. 28)		✓				
	Heritage Sector & Library Synergies (Recommendation nr. 12)		✓	✓	✓		✓
13. Review of Leadership Roles and Responsibilities	Review leadership roles and responsibilities in arts sector in collaboration with MAC. (Recommendation #29)		✓			✓	

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STRATEGIC DIRECTION 5 – STRENGTHEN THE FLOW OF INFORMATION							
INITIATIVE	ACTION	TIMEFRAME / years				Initiated	Completed
		1	1-3	3-5	> 5		
14. Cultural Resource Database (CRD)	Culture Division work with Geomatics and IT to maintain and improve the Cultural Resource Database (CRD) on an ongoing basis. (Recommendation #30)		✓			✓	
	Business Plan that identifies resources required to maintain the CRD and mapping capability on an ongoing basis. (Recommendation #31)		✓				✓
15. Cultural Mapping Partnership (CMP)	Convene City, private and community stakeholders in an ongoing information sharing and implementation forum. (Recommendation #32)		✓	✓	✓		✓
16. Cultural Report Card	Annual report card to assess Mississauga's cultural vitality and chart progress in key areas (Recommendation # 33)						
17. E-Maps for Cultural Activity and Resources	Culture Division convenes a city working group to facilitate development of a cultural resources application for E-maps. (Recommendation #34)		✓			✓	
18. Interactive Culture Website	Working group set up to develop an interactive culture website as a central hub for culture news and events. (Recommendation #35)		✓			✓	

STRATEGIC DIRECTION 6 - IDENTIFY CULTURAL NODES AND CREATE AN ARTFUL PUBLIC REALM							
INITIATIVE	ACTION	TIMEFRAME / years				Initiated	Completed
		1	1-3	3-5	> 5		
19. Cultural Node Pilot Project	Select an area in Mississauga (e.g. Downtown, Port Credit, Streetsville) and test the use of planning tools (Community Improvement Plans- CIPs; form based zoning, TIFs), incentives, supports and partnerships to support cultural resources and activities. (Recommendation #36)		✓			✓	
	Create a pilot project advisory group with broad representation from City departments to provide advice and support to the pilot project. (Recommendation #37)		✓				✓
20. Remove Systemic Barriers to Cultural Activity	Understand and address barriers to cultural development created by parking regulations - link to City's parking strategy review		✓			✓	
	Review Sign By-Law to recommend exemptions in cultural districts and streamline permit process		✓				
	Make a presentation to Interdepartmental Cultural Team on parking and sign by-law strategies. (Recommendations #38 & 39)		✓			✓	
21. Create an Artful Public Realm	Create pilot project opportunities for artists from a wide range of disciplines to contribute to the design of public infrastructure projects from the beginning (e.g. BRT, LRT, waterfront parks, roadways and intersections). (Recommendation #41)			✓	✓	✓	

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(Cont'd) STRATEGIC DIRECTION 6 - IDENTIFY CULTURAL NODES AND CREATE AN ARTFUL PUBLIC REALM

INITIATIVE	ACTION	TIMEFRAME / years				Initiated	Completed
		1	1-3	3-5	> 5		
22. Establish a Public Art Program	Culture Division retains a Public Art coordinator to implement the Public Art Policy. (Recommendation #40)		✓			✓	

STRATEGIC DIRECTION 7 – ATTRACT AND SUPPORT CREATIVE INDIVIDUALS

INITIATIVE	ACTION	TIMEFRAME / years				Initiated	Completed
		1	1-3	3-5	> 5		
23. Affordable Live/Work/Performance Space	Culture Division examine potential ways for the City to secure affordable live/work/performance space for artists and cultural organizations through the use of planning tools and other measures. (Recommendation #42)			✓	✓		
24. Business Services Support for Cultural Community and Creative Sector	Promote Mississauga Business Enterprise Centre (MBEC) services to the cultural community (Recommendation #43)		✓	✓	✓	✓	
25. Broad-Base support for Individual Artists	Strengthen Mississauga Art Council's capacity to provide services and support to individual artists. (Recommendation #44)		✓	✓	✓		



Corporate Report

Clerk's Files

Originator's
Files

4.

DATE: January 16, 2012

TO: Chair and Members of General Committee
Meeting Date: February 1, 2012

GENERAL COMMITTEE

FEB 01 2012

FROM: Paul A. Mitcham, P.Eng., MBA
Commissioner of Community Services

SUBJECT: **Single Source Contract Award to the Ontario Centre for Classical Sport for Fencing and Archery Instruction Programs**
Reference File: FA.49.300-12

- RECOMMENDATION:**
1. That the Ontario Centre for Classical Sport be established as a single source vendor for the provision of fencing and archery instruction programs as outlined in the corporate report dated January 16, 2012 from the Commissioner of Community Services.
 2. That the Purchasing Agent or designate be authorized to continue to treat Ontario Centre for Classical Sport as a single source vendor for the provision of fencing and archery instruction programs as required, and execute forms of commitment satisfactory to Materiel Management, Recreation and Parks, and Legal Services.

BACKGROUND: The Ontario Centre for Classical Sport ("OCCS") was established in early 2009 and began delivering fencing and archery programming on behalf of the City of Mississauga (the "City") Recreation and Parks Division in September 2009. The OCCS offers both fencing and archery programs that are currently operated at three locations; the Ontario Centre for Classical Sport (owned and operated by OCCS), Huron Park Community Centre and the Mississauga Valley

Community Centre. The City of Mississauga is responsible for the administration of the programs it offers, including booking facilities and registering participants through the CLASS registration system. OCCS is responsible for all facets of program delivery including providing staffing and equipment.

Currently, the OCCS is the only known provider of both fencing and archery, at the recreational and competitive levels, in the Province of Ontario. OCCS provides a valuable program with a high level of experience, professionalism and expertise. This is a unique recreation agreement that is highly valued and provides an opportunity for City residents to enjoy fencing and archery at the level of their ability.

In 2011, the OCCS exceeded expectations for program participation, registering more than 900 participants and generating total revenues in excess of \$166,500 excluding taxes. The OCCS portion of the total revenue was \$142,000 and the City retained revenues of \$24,500.

COMMENTS

The popularity of the OCCS programs is expected to continue and it is anticipated that revenues will reach \$185,000 in 2012. Accordingly it is estimated that the OCCS portion of revenue will be \$158,000 and the City will retain \$27,000.

Staff recommend that a Single Source Contract and Recreation Agreement (Appendix 1) for the Ontario Centre for Classical Sport be approved in accordance with the Purchasing By-law 374-06, Schedule "A" which provides for single source awards such as this under section 1 (b)(xiii) *Instructors, coaches, trainers and other specialized services for recreation programs for which Bids cannot readily be called.* Section 12 of the By-law, Non-Competitive Acquisitions, requires Council approval for single source contracts with a value of \$100,000 or more, excluding taxes.

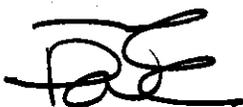
OCCS should continue to be recognized as a single source vendor until such time as the programs they provide are no longer required or if OCCS fails to perform or ceases to carry on business. Other vendors will be considered should they become known to the City.

FINANCIAL IMPACT: Fees payable to OCCS depend on the level of program participation and are paid directly to the City by participants through the CLASS registration system. As outlined in Appendix 1, a portion of the fees received per participant is paid to OCCS and the balance is retained by the City as revenue. It is estimated, that revenue in the amount of \$27,000 will be retained by the City in 2012 and revenue is expected to increase as the programs and registration continue to grow.

CONCLUSION: OCCS is the only known vendor of both fencing and archery, at the recreational and competitive levels, in the Province of Ontario. The recreation agreement between the City and the OCCS provides an opportunity for City residents to enjoy a unique recreational experience and generates revenue to the City through participant fees. The continuation of the agreement supports the "Cultivating Creative and Innovative Businesses" strategic pillar within the Our Future Mississauga strategic plan.

It is therefore proposed that OCCS be established as a single source vendor for fencing and archery instruction programs.

ATTACHMENTS: Appendix 1: OCCS Recreation Agreement



Paul A. Mitcham, P.Eng., MBA
Commissioner of Community Services

*Prepared By: Brad Stoll, Supervisor, Sports Programs
Recreation and Parks Division*

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THIS AGREEMENT made as of the 1st day of January 2012

BETWEEN:

THE CORPORATION OF THE CITY OF MISSISSAUGA
(hereinafter referred to as "the City")

- and -

ONTARIO CENTRE FOR CLASSICAL SPORT LIMITED
(hereinafter referred to as "O.C.C.S")

WHEREAS the Council of the City authorizes the entering into of agreements with parties and conditions to provide sports and recreational programs in By-law 0261-2005;

AND WHEREAS the parties desire to enter into this Agreement to provide for the terms upon which the recreation program is to be carried out;

NOW THEREFORE IN CONSIDERATION of the fees, covenants and agreements contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

1.0 DEFINITIONS

"Business Day" means any day, that is not a Saturday or Sunday or a statutory holiday in the Province of Ontario.

"City's Manual" means the City's Accessibility Standards for Customer Service guide known as "May I help you?: Understanding Accessible Customer Service", as provided by the City to O.C.C.S and as may be amended from time to time.

"Commissioner" means the Commissioner of Community Services for the City or his or her designate.

"Designated Contact" means the City's Supervisor Community Programs – Community Services Department.

"Facilities" means the locations at which the Program is being held as shown on the attached Schedule "A".

"Indoor Programs" means all Programs offered at City of Mississauga Facilities.

"Outdoor Programs" means all Programs offered at at City of Mississauga Parks Facilities.

“Program” means each and either one of the following programs offered by O.C.C.S and
“Programs” shall mean all of the following programs offered by O.C.C.S:

- Archery and Fencing Robin Hood Sampler Session
- Classical Fencing
- Competitive Fencing For Youth & Adults
- Fencing For Kids, Youth & Adults
- Fencing Introduction For Youth/Adults
- Introduction To Classical Fencing
- Knight School (Full Day Camp)
- Robin Hood Camp (Full Day Camp)

“Program Instructor” means the person or persons who conduct the Program.

“Term” means the term set out in either Section 15.1 or of this Agreement.

2.0 PROGRAMS

- 2.1 The Program shall consist of teaching the fundamentals of fencing and archery such as basic fencing movements, techniques and rules up to and including advanced foil, epees and sabre skill development
- 2.2 Each Program shall be operated in accordance with the class schedule shown on the attached Schedule “B”.
- 2.3 The Program shall have a minimum of six (6) participants and a maximum number of ten (10) participants registered per Program Instructor.
- 2.4 O.C.C.S shall operate the Program in co-operation and in consultation with the City.

3.0 OBLIGATIONS OF O.C.C.S

- 3.1 O.C.C.S agrees to provide and is responsible for providing:
- (a) the maintenance of or the obtaining of all applicable licenses in respect of the operation of the Program;
 - (b) an operational telephone such as a cell phone, which is available for emergency purposes;
 - (c) delivery of the Program, including the provision of adequate administrative resources to address operational issues in the delivery of the Program;

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- (d) all necessary Equipment required for the operation of the Program;
- (e) emergency equipment, including but not limited to a first aid kit in accordance with the First Aid Requirements as set out in Regulation 1101 made under the *Workplace Safety and Insurance Act, 1997*; and
- (f) notice to all participants in the event that classes are cancelled due to a failure in reaching the Program minimum as set out in section 2.3.

4.0 OBLIGATIONS OF THE CITY

4.1 The City agrees to provide and is responsible for providing:

- (a) the booking of the facilities listed in the attached Schedule "A" for the operation of the Program;
- (b) pre-registration of Program participants;
- (c) all licences necessary for the provision of the Program;
- (d) permits for use of the facilities shown on the attached Schedule "A", at least three (3) weeks prior to the commencement date of the Program.
- (e) class lists, including the Program participant's name, contact telephone number and emergency contact name and telephone number; and
- (f) a class schedule for the Program as shown on the attached Schedule "B".

5.0 PROGRAM INSTRUCTORS

5.1 O.C.C.S shall be responsible for providing qualified Program Instructors to operate the Program.

5.2 O.C.C.S shall be responsible for hiring, training and compensating Program Instructors.

5.3 Every Program Instructor shall have a current first aid qualification, a copy of which shall be provided to the City at least ten (10) days prior to the commencement date of a Program.

5.4 A Program Instructor shall provide Program instruction in accordance with a training program which has been approved by the City at least ten (10) days prior to the commencement date of the Program.

5.5 If either the City or O.C.C.S wishes to have a volunteer assist with the provision of a Program, the volunteer must have completed and submitted to the Designated Contact, the City's completed volunteer application which can be accessed at http://www.mississauga.ca/file/COM/2339_VolunteerApplication09.pdf and abide by the City's policies on volunteers.

- 5.6 O.C.C.S shall ensure that the City is provided with an official Criminal Records Search for any or all of its Program Instructors, including any particulars pertaining to the search when requested by the City from time to time. If the City is not satisfied with the results shown on a Criminal Records Search as provided by O.C.C.S, the City may request that a different Program Instructor be used for the delivery of the Program. If O.C.C.S fails to provide a different Program Instructor to the satisfaction of the City for the delivery of the Program, the City may cancel the Program per section 8.0 (“Cancellation of Programs”).
- 5.7 O.C.C.S shall provide training on the City’s accessible customer service standards to all Program Instructors delivering the Program by, at a minimum, providing a copy of the City’s Manual to all such Program Instructors and requiring them to review the same before, or as soon as practicable after, they start the Program. O.C.C.S agrees that new training may be required from time to time should the City’s Manual be amended, and shall deliver such new training in accordance with the standard of training as provided in this Section 5.7.

6.0 ADVERTISEMENT OF THE PROGRAM

- 6.1 The City shall advertise the Program in its Active Mississauga, Recreation and Parks Programs and Activities Guide.
- 6.2 O.C.C.S shall provide all information in respect of the Program for the Active Mississauga guide in consultation with the City’s Designated Contact and in accordance with the timelines identified in the Spring/Summer & Fall/Winter Critical Path.
- 6.3 The City may require O.C.C.S to provide Program advertising in the community in addition to the advertising described in section 6.2. If O.C.C.S wishes to provide additional advertising, the advertisement must first be approved by the City and the City must be recognized in the advertisement as being involved with the delivery of the Program.
- 6.4 The City grants permission to O.C.C.S to use its corporate logo on all advertising related to the Program. If O.C.C.S advertises the Program, all such advertisements shall have the City’s corporate logo affixed to them. O.C.C.S shall not use any form of the City’s corporate logo other than the corporate logo provided by the City for the purpose of this Agreement.

7.0 ADDITIONAL PROGRAMS

- 7.1 If the number of Program registrations submitted exceeds maximum Program capacity, O.C.C.S shall provide additional Programs if the Facilities are able to accommodate additional Programs and qualified Program Instructors are available to deliver the Program.

8.0 CANCELLATION OF PROGRAMS

- 8.1 The City may, in its sole discretion, cancel a Program if:

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- (a) there is insufficient registration for the Program five (5) business days prior to the commencement date of the Program;
- (b) there is a concern regarding the safety of Program participants; or
- (c) Program Instructors do not meet the City's minimum required qualifications to conduct a Program, including having previous criminal record(s) as indicated on the Criminal Records Search.

8.2 If the City decides to cancel a Program for a reason set out in section 8.1, O.C.C.S shall not be entitled to receive compensation for any losses or damages incurred by reason of such cancellation.

9.0 NOTICES: EMERGENCIES OR FACILITY PROBLEMS

9.1 O.C.C.S shall notify the Designated Contact immediately of any emergency situations or Facility problems that may affect the delivery of the Program. If the emergency situation or Facility problem occurs before the commencement date of a Program, O.C.C.S shall take all reasonable and prudent steps to remedy the situation or the problem prior to the commencement date of the Program so that the Program may be delivered on time. O.C.C.S shall notify the City when the situation or the problem has been remedied. However, a Program shall not commence until the situation or the problem has been remedied to the satisfaction of the City.

9.2 If an emergency situation or a Facility problem occurs after a Program commencement date, O.C.C.S shall notify the City immediately and shall take all reasonable and prudent steps to remedy the problem so that the Program may continue to be delivered. O.C.C.S shall notify the City when the situation or the problem has been remedied. However, a Program shall not resume until the situation or the problem has been remedied to the satisfaction of the City.

9.3 If an event described in sections 9.1 and 9.2 occurs and has not been remedied within ten (10) days of its occurrence or such longer period as the City in its sole discretion may determine, the City shall have the sole right to cancel the Program without further notice and without any obligation for any losses or damages incurred by O.C.C.S by reason of such cancellation.

10.0 PROGRAM CLASS CANCELLATION

10.1 If O.C.C.S knows in advance that it wishes to cancel a Program class, it shall not cancel the class without the City's written consent first being obtained.

10.2 A Program Instructor may cancel a Program class without advance notice if conditions are deemed to be unsafe, if equipment is deemed to be unsafe or if equipment does not meet approved instructor to participant ratios.

- 10.3 A Program instructor may, after consultation with the City and the consent of the City, cancel a Program class in the case of inclement weather if the class is to be held outdoors.
- 10.4 If a Program class has been cancelled for a reason described in this section 10.0, O.C.C.S shall make every reasonable effort to make up the class.

11.0 ACCIDENT AND INCIDENT REPORTS

- 11.1 O.C.C.S shall provide the Designated Contact with written reports in respect of an accident or incident involving a Program participant within two (2) Business Days of the accident or incident occurring. Such reports shall be on forms mutually agreed upon by the City and O.C.C.S

- 11.2 Despite section 11.1, O.C.C.S shall contact the Designated Contact immediately in respect of any accident or incident which requires medical attention and/or the use of an ambulance.

For the purposes of this section, O.C.C.S shall contact one of the persons listed on the "Emergency Contact List" attached as Schedule "C".

- 11.3 Notification under section 11.2 does not relieve O.C.C.S from providing the written report required by section 11.1.

12.0 ANNUAL WRITTEN EVALUATIONS OF PROGRAM

- 12.1 O.C.C.S shall submit a written evaluation on the success of the Program to the City within two (2) weeks at the end of each season. Such evaluation shall include but not be limited to feedback evaluations from Program participants. O.C.C.S shall be responsible for having Program participants complete the feedback evaluation form (s) and for having them returned to the City or provide summary to the City in a form satisfactory to the Commissioner.

13.0 FEES

- 13.1 The City shall be responsible for the collection of registration fees ("Fees") from each Program participant prior to the commencement date of a Program. Fees for the Program are shown on the attached Schedule "D". Fees are inclusive of HST, where applicable.
- 13.2 The City shall only refund Fees for a Program in accordance with the City's Corporate and Procedure Policy titled "Fees and Other Revenue".
- 13.3 O.C.C.S shall pay the City an administration fee in respect of total revenue. The administration fees to be paid to the City are as follows: a 30% administration fee for all Indoor Programs offered at City of Mississauga Facilities, an 18% administration fee for all Outdoor Programs offered at City of Mississauga Parks Facilities, and a 13% administration fee for all Programs offered at O.C.C.S locations.

14.0 INVOICES

- 14.1 O.C.C.S shall provide an invoice to the City after completion or early termination of the Program. Such invoice shall contain Program dates, times, location, total number of Program participants, HST registration number, HST, total revenues received by the City minus any administration fee as provided in section 13.3 as well as any outstanding balance due and owing to the City.
- 14.2 If the invoice is satisfactory to the City, the City shall pay the invoiced amount, less any amount in respect of refunds made by the City to a Program participant because a class was cancelled and could not be made up or whereby a refund was granted to a Program participant. The City shall pay the amount owed to O.C.C.S within thirty (30) Business Days of receipt of an invoice acceptable to it.

15.0 TERM OF AGREEMENT

- 15.1 The term of this Agreement shall commence on January 1, 2012 and shall end on December 31, 2014.

16.0 EVENTS OF DEFAULT

- 16.1 O.C.C.S. shall be deemed to be in default of this Agreement if any of the following events occur:
- (a) non-performance of its obligations under this Agreement;
 - (b) unsatisfactory performance in the provision of the Program;
 - (c) non-adherence to the City's Corporate Policies and Procedures;
 - (d) provision of false information;
 - (e) qualified Program Instructors are not used;
 - (f) equipment is being used which is not up to standard;
 - (g) accidents and/or incidents are not reported as required by section 10.0;
 - (h) it ceases carrying on operations;
 - (i) it becomes bankrupt or insolvent;
 - (j) safety issues are not remedied.

Each and every one of the preceding events is an "Event of Default".

- 16.2 If an Event of Default has occurred, the City shall give written notice of the Event of Default to O.C.C.S and, if O.C.C.S has failed to correct the Event of Default within one (1) Business Day or such longer period as the City may determine, the City may immediately terminate this Agreement on the day following the expiry of the correction period.

17.0 TERMINATION

- 17.1 Despite anything else contained in this Agreement, O.C.C.S or the City may terminate this Agreement at any time prior to the expiry of the then current Term with a minimum of seven (7) days written notice to the other party and without any obligation for direct or indirect loss or damage.

18.0 INDEMNITY

- 18.1 O.C.C.S agrees to fully indemnify and save harmless the City, its successors and assigns, its elected officials, officers, employees, volunteers, agents and contractors, invitees or guests, Program participants, its successors and assigns, from and against, any loss of or damage to property, personal injury including death, or any other losses, damages, actions, claims, demands, and causes of action, whether direct or indirect, and howsoever and whatsoever incurred, suffered or sustained by the City, its employees, officers, elected officials, servants, agents and contractors, volunteers, Program participants, invitees or guests, during or otherwise in relation to or in connection with the Program and all activities related to the Program or any other matters under this Agreement, including that which has been caused or contributed to by any negligence or breach of any statutory duty by the City or on the part of anyone for whom the City is in law responsible by their presence in or on the Facility, the condition or state of repair of the Facility or the breach of any of the provisions of this Agreement by O.C.C.S and including, without limiting the generality of the foregoing, any negligent acts or omissions of O.C.C.S, its employees, agents, contractors, invitees or guests, which cause or contribute to any such injury, damage or loss;
- 18.2 The City and its elected officials, officers, employees, volunteers, agents and contractors shall not be liable or responsible in any way for any injury or damages, whether physical or economic, direct or consequential, of any kind that may be suffered or sustained by O.C.C.S or any of the Program participants, invitees or guests, in relation to the responsibilities and obligations of O.C.C.S which are set out in this Agreement.
- 18.3 The City shall not be liable for any damage to or loss of personal property brought onto or into a Facility by a Program participant, a Program Instructor, a volunteer, or any invitee or guest in or on the Facility in connection with a Program.

19.0 INSURANCE

- 19.1 O.C.C.S covenants that it shall take out and keep in full force and effect throughout the Term, Commercial General Liability insurance in respect to the Facilities and the operations of O.C.C.S thereon against claims for personal injury including death or property damage or

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loss, indemnifying and protecting the City, its respective elected officials, officers, employees, servants, agents, invitees or licensees and contractors, to the inclusive limit of not less than Five Million (\$5,000,000.00) Dollars. Such insurance shall specifically state by its wording or by endorsement that:

- (a) the City is added as an additional insured under the "Additional Insured" section of the policy as follows: City of Mississauga, file LA.25.REC , 300 City Centre Drive, 3rd Floor, Mississauga, Ontario L5B 3C1;
 - (b) the policy shall have provisions for cross liability and severability of interests as between the City and O.C.C.S;
 - (c) includes tenants legal liability;
 - (d) includes participant to participant coverage on a per occurrence basis; and
 - (e) includes medical malpractice liability.
- 19.2 Property insurance coverage to adequately cover O.C.C.S property, equipment and other such property in the care, custody and control of O.C.C.S, which policy contains a waiver of rights of subrogation against the City.
- 19.3 The insurance policies required pursuant to this section shall be primary and shall not call into contribution any insurance available to the City.
- 19.4 Such policies shall contain an endorsement requiring the insurers to notify the City in writing at least thirty (30) days prior to such policies being terminated, cancelled or materially altered.
- 19.5 O.C.C.S shall deliver to the City a certificate(s) of insurance which indicates that the insurance provisions of the Agreement have been met and that the coverage being maintained by O.C.C.S is in a form and with limits satisfactory to the Commissioner. The certificate of insurance shall be addressed as follows:

Attention: Manager of Sports
Community Services Department
City of Mississauga
201 City Centre Drive, 9th Floor
Mississauga ON L5B 2T4

19.6 If there is loss or damage, the parties agree that:

- (a) O.C.C.S shall notify the City of the nature and extent of the loss. O.C.C.S shall allow access by insurance adjusters and representatives of the City to relevant areas of the Facilities;
- (b) O.C.C.S shall ensure that the repairs and replacements are conducted by qualified contractors within five (5) business days or within such time frame as determined by the City acting reasonably. O.C.C.S shall keep the City informed on a reasonable basis as to the status and disposition of such repairs and replacement.

19.7 The City shall have the right, at any time, to communicate and deal directly with the O.C.C.S insurer to ensure that repairs and replacements are conducted to the satisfaction of the City.

20.0 CONFIDENTIAL INFORMATION

20.1 This Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act, (MFIPPA)* as amended, and all information pertaining to the Program is public information and may be disclosed to third parties under *MFIPPA*. However, no confidential information shall be disclosed in any manner whatsoever without the prior written approval of the City Clerk of the City.

21.0 RIGHT OF AUDIT

21.1 The City's Internal Auditor, or anyone designated in writing by the City, may audit and inspect accounts, records, receipts, vouchers and other documents of O.C.C.S relating to this Agreement and shall have the right to make copies of them. The accounts, records, receipts, vouchers and other documents shall be kept available for audit and inspection until the expiration of seven (7) years from the early termination of this Agreement or from the date of expiry of the Term.

22.0 NO OBLIGATION

22.1 The satisfactory performance of the terms and conditions of this Agreement shall not obligate the City to enter into further agreements with O.C.C.S after the expiry of the Term.

23.0 NOTICES

23.1 Any notices or other communications and deliveries required by this Agreement or desired to be given to or made by any party shall be in writing and may be delivered personally, by facsimile transmission or made by mailing the same in a sealed envelope, by registered mail, addressed to the respective parties at the addresses set out below:

For the City:

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The Corporation of the City of Mississauga
201 City Centre Drive, 9th Floor
Mississauga, Ontario L5B 2T4
Attention: Manager of Sports
Fax: 905-615-3554

For O.C.C.S:

Ontario Centre for Classical Sports
3750 B Laird Road unit #14
Mississauga, ON L5L 0A6
Attention: Catherine Sutton
Tel: 905-820-5151

- 23.2 If delivered personally or by registered mail, any such notice, communication or delivery shall be deemed to be given upon delivery.
- 23.3 If delivered by facsimile transmission, any such notice shall be deemed to be given the day after it is sent or if that day is a Saturday, Sunday or a statutory holiday, on the next day that is not a Saturday, Sunday or statutory holiday.

24.0 GOVERNING LAWS

- 24.1 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable to the Province and shall be treated in all aspects as an Ontario contract.

25.0 SCHEDULES

- 25.1 The Schedules to this Agreement form a part of it. If there is any inconsistency between the body of this Agreement and a Schedule, this Agreement shall govern.

26.0 TIME

- 26.1 Time is of the essence in this Agreement and any dates or deadlines are to be strictly adhered to.

27.0 SEVERABILITY

- 27.1 If any of the provisions of this Agreement is rendered or held to be illegal, invalid or unenforceable, the remainder of this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained in it.

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28.0 AMENDMENT

28.1 This Agreement may be changed only by a written amendment signed and sealed by the authorized representatives of both parties.

29.0 ENTIRE AGREEMENT

29.1 This Agreement and the other documents referred to in it contain all of the terms and conditions of the agreement between the parties relating to the subject matter of the Agreement and supersede all previous agreements or representations of any kind, written or spoken made in reference to them.

30.0 INTERPRETATION

30.1 In this Agreement, words, terms and provisions which are in the singular shall be read as including the plural, the plural shall include the singular, the masculine shall include feminine and the feminine shall include the masculine, as the case may be and the context require.

31.0 SUCCESSORS AND ASSIGNS

31.1 This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

31.2 O.C.C.S shall not assign this Agreement or any part of it without the prior written consent of the City, which consent may be unreasonably withheld. Such written consent as the City may give shall not relieve O.C.C.S of its obligations and liability under this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their authorized signing officers who have either asserted their authority to execute this Agreement or affixed their appropriate corporate seal and have hereunto set their hands and seals.

THE CORPORATION OF THE CITY OF MISSISSAUGA
per:

Name: Paul Mitcham
Title: Commissioner of Community Services

Name: Crystal Greer

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Title: Clerk

ONTARIO CENTRE FOR CLASSICAL SPORTS

per:

Witness

Name:

Title: *Authorized Signing Officer*

Witness

Name:

Title: *Authorized Signing Officer*

I/we have authority to bind the Corporation

Schedule "A"
Facilities

Mississauga Valley Gymnasium
1395 Mississauga Valley Boulevard

Huron Park Community Centre
830 Paisley Blvd West

Ontario Centre for Classical Sport
3750 Laird Road, Unit 14

Schedule "B"

Class Schedule for the Program

Session	Course	Number of Courses
Winter	Archery and Fencing Robin Hood Sampler Session	1
Winter	Classical Fencing	3
Winter	Competitive Fencing For Adults	2
Winter	Competitive Fencing For Youth (10 to 15)	2
Winter	Fencing For Adults 16+	4
Winter	Fencing For Adults 25+	1
Winter	Fencing For Kids (7 to 9)	3
Winter	Fencing For Youth (10 to 15)	7
Winter	Fencing Introduction For Youth (10 to 15)	2
Winter	Introduction To Classical Fencing	3
March Break	Knight School (Full Day Camp)	1
Spring	Archery and Fencing Robin Hood Sampler Session	1
Spring	Classical Fencing	3
Spring	Competitive Fencing For Adults	1
Spring	Competitive Fencing For Youth (10 to 15)	1
Spring	Fencing For Adults 16+	1
Spring	Fencing For Kids (7 to 9)	2
Spring	Fencing For Youth (10 to 15)	1
Spring	Introduction To Classical Fencing	3
Summer	Knight School (Full Day Camp)	8
Summer	Robin Hood Camp (Full Day Camp)	8
Fall	Archery and Fencing Robin Hood Sampler Session	2
Fall	Competitive Fencing For Adults	1
Fall	Competitive Fencing For Youth (10 to 15)	1

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Appendix 1

Fall	Fencing For Adults 16+	2
Fall	Fencing For Adults 25+	2
Fall	Fencing For Kids (7 to 9)	4
Fall	Fencing For Youth (10 to 15)	4
Fall	Fencing Introduction For Youth (10 to 15)	1

Schedule "C"

Emergency Contact List

Primary Contact:

Bradley Stoll

Supervisor of Sports Programs

Business Phone Number: 905-615-3200 ext 5347

Home Phone Number: 905-232-4368

Mobile Phone Number: 905-301-5987

Secondary Contact:

Jason Klomp

Manager, Sports Unit

Business Phone Number: 905-615-3200 ext 5345

Mobile Phone Number: 905-301-0710

Final Contact:

Stu Taylor

Acting Director, Recreation and Parks

Business Phone Number: 905-615-3700

Schedule "D"

Fee Schedule

Dept.	Fee	2011	2012
		Approved Fee	Proposed Price Category
CAMPS			
Comm. Ser - R&P	Sport Elite (per hour)	\$6.22	Camp E \$6.65
Comm. Ser - R&P	Extended Hours (per hour)	\$1.85	Camp A \$3.00
SPORTS			
Comm. Ser - R&P	Archery Instructional - Preschool/Child/Youth/Adult	\$7.71	Sports D \$8.50
Comm. Ser - R&P	Fencing Instructional - Preschool/Child/Youth/Adult	\$12.61	Sports F \$13.00
Comm. Ser - R&P	Intro to Classical Fencing	\$17.00	N/A

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Schedule "A"
Facilities

Mississauga Valley Gymnasium
1395 Mississauga Valley Boulevard

Huron Park Community Centre
830 Paisley Blvd West

Ontario Centre for Classical Sport
3750 Laird Road, Unit 14

Schedule "B"

Class Schedule for the Program

Session	Course	Number of Courses
Winter	Archery and Fencing Robin Hood Sampler Session	1
Winter	Classical Fencing	3
Winter	Competitive Fencing For Adults	2
Winter	Competitive Fencing For Youth (10 to 15)	2
Winter	Fencing For Adults 16+	4
Winter	Fencing For Adults 25+	1
Winter	Fencing For Kids (7 to 9)	3
Winter	Fencing For Youth (10 to 15)	7
Winter	Fencing Introduction For Youth (10 to 15)	2
Winter	Introduction To Classical Fencing	3
March Break	Knight School (Full Day Camp)	1
Spring	Archery and Fencing Robin Hood Sampler Session	1
Spring	Classical Fencing	3
Spring	Competitive Fencing For Adults	1
Spring	Competitive Fencing For Youth (10 to 15)	1
Spring	Fencing For Adults 16+	1
Spring	Fencing For Kids (7 to 9)	2
Spring	Fencing For Youth (10 to 15)	1
Spring	Introduction To Classical Fencing	3
Summer	Knight School (Full Day Camp)	8
Summer	Robin Hood Camp (Full Day Camp)	8
Fall	Archery and Fencing Robin Hood Sampler Session	2
Fall	Competitive Fencing For Adults	1

Appendix 1

Fall	Competitive Fencing For Youth (10 to 15)	1
Fall	Fencing For Adults 16+	2
Fall	Fencing For Adults 25+	2
Fall	Fencing For Kids (7 to 9)	4
Fall	Fencing For Youth (10 to 15)	4
Fall	Fencing Introduction For Youth (10 to 15)	1

Schedule "C"

Emergency Contact List**Primary Contact:****Bradley Stoll**

Supervisor of Sports Programs

Business Phone Number: 905-615-3200 ext 5347

Home Phone Number: 905-232-4368

Mobile Phone Number: 905-301-5987

Secondary Contact:**Jason Klomp**

Manager, Sports Unit

Business Phone Number: 905-615-3200 ext 5345

Mobile Phone Number: 905-301-0710

Final Contact:**Stu Taylor**

Acting Director, Recreation and Parks

Business Phone Number: 905-615-3700

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Schedule "D"

Fee Schedule

Dept.	Fee	2011 Approved Fee	2012 Proposed Price Category
CAMPS			
Comm. Ser - R&P	Sport Elite (per hour)	\$6.22	Camp E \$6.65
Comm. Ser - R&P	Extended Hours (per hour)	\$1.85	Camp A \$3.00
SPORTS			
Comm. Ser - R&P	Archery Instructional - Preschool/Child/Youth/Adult	\$7.71	Sports D \$8.50
Comm. Ser - R&P	Fencing Instructional - Preschool/Child/Youth/Adult	\$12.61	Sports F \$13.00
Comm. Ser - R&P	Intro to Classical Fencing	\$17.00	N/A



Corporate Report

Clerk's Files

Originator's
Files

5.

DATE: January 16, 2012

TO: Chair and Members of General Committee
Meeting Date: February 1, 2012

FROM: Paul A. Mitcham, P.Eng., MBA
Commissioner of Community Services

SUBJECT: **Single Source Contract Award to Tennis Everyone for Tennis
Instruction Programs**
Reference File: FA.49.301-12

GENERAL COMMITTEE

FEB 01 2012

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- RECOMMENDATION:**
1. That Tennis Everyone be established as a single source vendor for the provision of tennis instruction programs as outlined in the corporate report dated January 16, 2012 from the Commissioner of Community Services.
 2. That the Purchasing Agent or designate be authorized to continue to treat Tennis Everyone as a single source vendor for the provision of tennis instruction programs as required, and execute forms of commitment satisfactory to Materiel Management, Recreation and Parks, and Legal Services.

BACKGROUND: Tennis Everyone was established in 1996 and began delivering tennis programming on behalf of the City of Mississauga (the "City") Recreation and Parks Division in 2000. Tennis Everyone offers indoor and outdoor tennis programs at City facilities. The City of Mississauga is responsible for the administration of the programs it offers, including booking facilities and registering participants through the CLASS registration system. Tennis Everyone is responsible for all facets of program delivery including providing staffing and equipment.

Tennis Everyone provides a valuable program with a high level of experience, professionalism and expertise. Tennis Everyone has helped develop and build the Recreation & Parks tennis program over the past 11 years through excellent program delivery and customer service.

In 2010, Tennis Everyone, Tennis Canada (a non-profit, national sport association) and the City successfully piloted the Progressive Tennis Model in Mississauga. The Progressive Tennis Model allows young participants to begin lessons at the age of three (3) and introduces them to the sport using modified equipment and a smaller playing area. Progressive tennis provides the opportunity for participants to experience success much earlier than with other teaching models, which ultimately encourages participants to continue on in the sport.

Based upon the success of the 2010 pilot, Tennis Everyone and the City became the first municipality to adopt the Progressive Tennis Model as a program standard. Accordingly, this recreation agreement is highly valued and it is recommended that the agreement between the City and Tennis Everyone be maintained to ensure tennis continues to flourish and develop in the city.

COMMENTS

The popularity of Tennis Everyone's tennis program delivery is expected to continue and it is anticipated that revenues will reach \$245,000 in 2012. Based on this estimate, the portion of revenue payable to Tennis Everyone will be \$175,000, and the City will retain \$70,000.

Staff recommend that a Single Source Contract and Recreation Agreement (Appendix 1) for Tennis Everyone be approved in accordance with the Purchasing By-law 374-06, Schedule "A" which provides for single source awards such as this under section 1 (b)(xiii) *Instructors, coaches, trainers and other specialized services for recreation programs for which Bids cannot readily be called.* Section 12 of the By-law, Non-Competitive Acquisitions, requires Council approval for single source contracts with a value of \$100,000 or more, excluding taxes.

FINANCIAL IMPACT: Fees payable to Tennis Everyone depend on the level of program participation and are paid directly to the City by participants through the CLASS registration system. As outlined in Appendix 1, a portion of the fees received per participant is paid to Tennis Everyone and the balance is retained by the City as revenue. It is estimated, that revenue in the amount of \$70,000 will be retained by the City in 2012 and will increase each year as the program and registration continues to grow.

CONCLUSION: The recreation agreement between the City and Tennis Everyone provides an opportunity for City residents to enjoy a unique recreational experience and generates revenue for the City through participant fees. The continuation of the agreement supports the "Cultivating Creative and Innovative Businesses" strategic pillar within the Our Future Mississauga strategic plan.

It is therefore proposed that Tennis Everyone be established as a single source vendor for tennis instruction programs.

ATTACHMENT: Appendix 1: Tennis Everyone Recreation Agreement



Paul A. Mitcham, P.Eng., MBA
Commissioner of Community Services

*Prepared By: Brad Stoll, Supervisor, Sports Programs
Recreation and Parks Division*

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THIS AGREEMENT made as of the 1st day of January 2012

B E T W E E N:

THE CORPORATION OF THE CITY OF MISSISSAUGA
(hereinafter referred to as "the City")

- and -

TENNIS EVERYONE
(hereinafter referred to as "Tennis Everyone")

WHEREAS the Council of the City authorizes the entering into of agreements with parties and conditions to provide sports and recreational programs in By-law 0261-2005;

AND WHEREAS the parties desire to enter into this Agreement to provide for the terms upon which the recreation program is to be carried out;

NOW THEREFORE IN CONSIDERATION of the fees, covenants and agreements contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

1.0 DEFINITIONS

"Business Day" means any day, that is not a Saturday or Sunday or a statutory holiday in the Province of Ontario.

"City's Manual" means the City's Accessibility Standards for Customer Service guide known as "May I help you?: Understanding Accessible Customer Service", as provided by the City to Tennis Everyone and as may be amended from time to time.

"Commissioner" means the Commissioner of Community Services for the City or his or her designate.

"Designated Contact" means the City's Supervisor Community Programs – Community Services Department.

"Facilities" means the locations at which the Program is being held as shown on the attached Schedule "A".

"Program" means each and either one of the following programs offered by Tennis Everyone and "Programs" shall mean all of the following programs offered by Tennis Everyone:

- Little Tykes Tennis
- Mini Tennis
- Tennis Adult Off Season Conditioning
- Tennis For The Family
- Tennis Jr Half Day Beginner, Intermediate & Kids
- Tennis Lessons Adult Beginner, Intermediate & Advanced
- Tennis Lessons Beginner, Intermediate & Advanced
- Tennis Round Robin Level I & II
- Tennis Semi Private Adult Beginner & Intermediate
- Tennis Semi Private Beginner & Intermediate
- Tennis Week for Kids Novice Camp & Intermediate Camp

“Program Instructor” means the person or persons who conduct the Program.

“Term” means the term set out in either Section 15.1 of this Agreement.

2.0 PROGRAMS

- 2.1 The Program shall consist of teaching the fundamentals of tennis such as serving, forehand, backhand and lobs.
- 2.2 Each Program shall be operated in accordance with the class schedule shown on the attached Schedule “B”.
- 2.3 Tennis Lessons and Camps shall have a minimum of four (4) participants and a maximum number of twelve (12) participants registered whereas Semi-Private Lessons shall have a minimum of two (2) participants and a maximum number of four (4) participants registered.
- 2.4 Tennis Everyone shall operate the Program in co-operation and in consultation with the City.

3.0 OBLIGATIONS OF TENNIS EVERYONE

- 3.1 Tennis Everyone agrees to provide and is responsible for providing:
 - (a) the maintenance of or the obtaining of all applicable licenses in respect of the operation of the Program;
 - (b) an operational telephone such as a cell phone, which is available for emergency purposes;
 - (c) delivery of the Program, including the provision of adequate administrative resources to address operational issues in the delivery of the Program;
 - (d) all necessary Equipment required for the operation of the Program;

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- (e) emergency equipment, including but not limited to a first aid kit in accordance with the First Aid Requirements as set out in Regulation 1101 made under the *Workplace Safety and Insurance Act, 1997*;
- (f) notice to all participants in the event that classes are cancelled due to a failure in reaching the Program minimum as set out in section 2.3;; and
- (g) to provide proof to the City's satisfaction, that Tennis Everyone is a validly incorporated business in the province of Ontario at least ten (10) days prior to commencement of the Program.

4.0 OBLIGATIONS OF THE CITY

4.1 The City agrees to provide and is responsible for providing:

- (a) the booking of the facilities listed in the attached Schedule "A" for the operation of the Program;
- (b) pre-registration of Program participants;
- (c) all licences necessary for the provision of the Program;
- (d) permits for use of the facilities shown on the attached Schedule "A", at least three (3) weeks prior to the commencement date of the Program.
- (e) class lists, including the Program participant's name, contact telephone number and emergency contact name and telephone number;
- (f) a class schedule for the Program as shown on the attached Schedule "B".

5.0 PROGRAM INSTRUCTORS

- 5.1 Tennis Everyone shall be responsible for providing qualified Program Instructors to operate the Program.
- 5.2 Tennis Everyone shall be responsible for hiring, training and compensating Program Instructors.
- 5.3 Every Program Instructor shall have a current first aid qualification, a copy of which shall be provided to the City at least ten (10) days prior to the commencement date of a Program.
- 5.4 A Program Instructor shall provide Program instruction in accordance with a training program which has been approved by the City at least ten (10) days prior to the commencement date of the Program. Such instruction will also be in accordance with the National Coaching Certification Program or alternatively, Tennis Canada Certified Professional Tennis Instructor & Coach Certification

- 5.5 If either the City or Tennis Everyone wishes to have a volunteer assist with the provision of a Program, the volunteer must have completed and submitted to the Designated Contact, the City's completed Volunteer Application which can be accessed at http://www.mississauga.ca/file/COM/2339_VolunteerApplication09.pdf and abide by City's policies on volunteers.
- 5.6 Tennis Everyone shall ensure that the City is provided with an official Criminal Records Search for any or all of its Program Instructors, including any particulars pertaining to the search when requested by the City from time to time. If the City is not satisfied with the results shown on a Criminal Records Search as provided by Tennis Everyone, the City may request that a different Program Instructor be used for the delivery of the Program. If Tennis Everyone fails to provide a different Program Instructor to the satisfaction of the City for the delivery of the Program, the City may cancel the Program as pursuant to Part 8.0 ("Cancellation of Programs").
- 5.7 Tennis Everyone shall provide training on the City's accessible customer service standards to all Program Instructors delivering the Program by, at a minimum, providing a copy of the City's Manual to all such Program Instructors and requiring them to review the same before, or as soon as practicable after, they start the Program. Tennis Everyone agrees that new training may be required from time to time should the City's Manual be amended, and shall deliver such new training in accordance with the standard of training as provided in this Section 5.7.

6.0 ADVERTISEMENT OF THE PROGRAM

- 6.1 The City shall advertise the Program in its Active Mississauga, Recreation and Parks Programs and Activities Guide.
- 6.2 Tennis Everyone shall provide all information in respect of the Program for the Active Mississauga guide in consultation with the City's Designated Contact and in accordance with the timelines identified in the Spring/Summer & Fall/Winter Critical Path.
- 6.3 The City may require Tennis Everyone to provide Program advertising in the community in addition to the advertising described in section 6.2. If Tennis Everyone wishes to provide additional advertising, the advertisement must first be approved by the City and the City must be recognized in the advertisement as being involved with the delivery of the Program.
- 6.4 The City grants permission to Tennis Everyone to use its corporate logo on all advertising related to the Program. If Tennis Everyone advertises the Program, all such advertisements shall have the City's corporate logo affixed to them. Tennis Everyone shall not use any form of the City's corporate logo other than the corporate logo provided by the City for the purpose of this Agreement.

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7.0 ADDITIONAL PROGRAMS

7.1 If the number of Program registrations submitted exceeds maximum Program capacity, Tennis Everyone shall provide additional Programs if the Facilities is able to accommodate additional Programs and qualified Program Instructors are available to deliver the Program.

8.0 CANCELLATION OF PROGRAMS

8.1 The City may, in its sole discretion, cancel a Program if:

- (a) there is insufficient registration for the Program five (5) business days prior to the commencement date of the Program; or
- (b) there is a concern regarding the safety of Program participants;
- (c) Program Instructors do not meet the City's minimum required qualifications to conduct a Program, including having previous criminal record(s) as indicated on the Criminal Records Search.

8.2 If the City decides to cancel a Program for a reason set out in section 8.1, Tennis Everyone shall not be entitled to receive compensation for any losses or damages incurred by reason of such cancellation.

9.0 NOTICES: EMERGENCIES OR FACILITY PROBLEMS

9.1 Tennis Everyone shall notify the Designated Contact immediately of any emergency situations or Facility problems that may affect the delivery of the Program. If the emergency situation or Facility problem occurs before the commencement date of a Program, Tennis Everyone shall take all reasonable and prudent steps to remedy the situation or the problem prior to the commencement date of the Program so that the Program may be delivered on time. Tennis Everyone shall notify the City when the situation or the problem has been remedied. However, a Program shall not commence until the situation or the problem has been remedied to the satisfaction of the City.

9.2 If an emergency situation or a Facility problem occurs after a Program commencement date, Tennis Everyone shall notify the City immediately and shall take all reasonable and prudent steps to remedy the problem so that the Program may continue to be delivered. Tennis Everyone shall notify the City when the situation or the problem has been remedied. However, a Program shall not resume until the situation or the problem has been remedied to the satisfaction of the City.

9.3 If an event described in sections 9.1 and 9.2 occurs and has not been remedied within ten (10) days of its occurrence or such longer period as the City in its sole discretion may determine, the City shall have the sole right to cancel the Program without further notice and without any obligation for any losses or damages incurred by Tennis Everyone by reason of such cancellation.

10.0 PROGRAM CLASS CANCELLATION

- 10.1 If Tennis Everyone knows in advance that it wishes to cancel a Program class, it shall not cancel the class without the City’s written consent first being obtained.
- 10.2.1 A Program Instructor may cancel a Program class without advance notice if conditions are deemed to be unsafe, if equipment is deemed to be unsafe or if equipment does not meet approved instructor to participant ratios.
- 10.2.2 A Program instructor may, after consultation with the City and the consent of the City, cancel a Program class in the case of inclement weather if the class is to be held outdoors.
- 10.3 If a Program class has been cancelled for a reason described in this section 10.0, Tennis Everyone shall make every reasonable effort to make up the class.

11.0 ACCIDENT AND INCIDENT REPORTS

- 11.1 Tennis Everyone shall provide the Designated Contact with written reports in respect of an accident or incident involving a Program participant within two (2) Business Days of the accident or incident occurring. Such reports shall be on forms mutually agreed upon by the City and Tennis Everyone
- 11.2 Despite section 11.1, Tennis Everyone shall contact the Designated Contact immediately in respect of any accident or incident which requires medical attention and/or the use of an ambulance.

For the purposes of this section, Tennis Everyone shall contact one of the persons listed on the “Emergency Contact List” attached as Schedule “C”.

- 11.3 Notification under section 11.2 does not relieve Tennis Everyone from providing the written report required by section 11.1.

12.0 ANNUAL WRITTEN EVALUATIONS OF PROGRAM

- 12.1 Tennis Everyone shall submit a written evaluation on the success of the Program to the City within two (2) weeks at the end of each season. Such evaluation shall include but not be limited to feedback evaluations from Program participants. Tennis Everyone shall be responsible for having Program participants complete the feedback evaluation forms(s) and for having them returned to the City or provide summary to the City in a form satisfactory to the Commissioner.

13.0 FEES

- 13.1 The City shall be responsible for the collection of registration fees from each Program participant prior to the commencement date of a Program. Fees for the Program are shown on the attached Schedule “D”. Fees are inclusive of HST, where applicable.

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13.2 The City shall only refund registration fees for a Program in accordance with the City's Corporate Procedure and Policy titled "Fees and Other Revenue".

13.3 Tennis Everyone shall pay the City an administration fee in respect of total revenue. A 20% administration fee for all Outdoor Programs and 35% for all Indoor Programs.

14.0 INVOICES

14.1 Tennis Everyone shall provide an invoice to the City after completion or early termination of the Program. Such invoice shall contain Program dates, times, location, total number of Program participants, HST registration number, HST, total revenues received by the City minus any administration fee as provided in section 13.3 as well as any outstanding balance due and owing to the City.

14.2 If the invoice is satisfactory to the City, the City shall pay the invoiced amount, less any amount in respect of refunds made by the City to a Program participant because a class was cancelled and could not be made up or whereby a refund was granted to a Program participant. The City shall pay the amount owed to Tennis Everyone within thirty (30) Business Days of receipt of an invoice acceptable to it.

15.0 TERM OF AGREEMENT

15.1 The Term of this Agreement shall commence on January 1, 2012 and shall end on December 31, 2016.

16.0 EVENTS OF DEFAULT

16.1 Tennis Everyone shall be deemed to be in default of this Agreement if any of the following events occur:

- (a) non-performance of its obligations under this Agreement;
- (b) unsatisfactory performance in the provision of the Program;
- (c) non-adherence to the City's Corporate Policies and Procedures;
- (d) provision of false information;
- (e) qualified Program Instructors are not used;
- (f) Equipment is being used which is not up to standard;
- (g) accidents and/or incidents are not reported as required by section 10.0;
- (h) it ceases carrying on operations;
- (i) it becomes bankrupt or insolvent;

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- (j) safety issues are not remedied.

Each and every one of the preceding events is an "Event of Default".

- 16.2 If an Event of Default has occurred, the City shall give written notice of the Event of Default to Tennis Everyone and, if Tennis Everyone has failed to correct the Event of Default within one (1) Business Day or such longer period as the City may determine, the City may immediately terminate this Agreement on the day following the expiry of the correction period.

17.0 TERMINATION

- 17.1 Despite anything else contained in this Agreement, Tennis Everyone or the City may terminate this Agreement at any time prior to the expiry of the then current Term with a minimum of seven (7) days written notice to the other party and without any obligation for direct or indirect loss or damage.

18.0 INDEMNITY

- 18.1 Tennis Everyone agrees to fully indemnify and save harmless the City, its successors and assigns, its elected officials, officers, employees, volunteers, agents and contractors, invitees or guests, Program participants, its successors and assigns, from and against, any loss of or damage to property, personal injury including death, or any other losses, damages, actions, claims, demands, and causes of action, whether direct or indirect, and howsoever and whatsoever incurred, suffered or sustained by the City, its employees, officers, elected officials, servants, agents and contractors, volunteers, Program participants, invitees or guests, during or otherwise in relation to or in connection with the Program and all activities related to the Program or any other matters under this Agreement, including that which has been caused or contributed to by any negligence or breach of any statutory duty by the City or on the part of anyone for whom the City is in law responsible by their presence in or on the Facility, the condition or state of repair of the Facilities or the breach of any of the provisions of this Agreement by Tennis Everyone and including, without limiting the generality of the foregoing, any negligent acts or omissions of Tennis Everyone, its employees, agents, contractors, invitees or guests, which cause or contribute to any such injury, damage or loss;
- 18.2 The City and its elected officials, officers, employees, volunteers, agents and contractors shall not be liable or responsible in any way for any injury or damages, whether physical or economic, direct or consequential, of any kind that may be suffered or sustained by Tennis Everyone or any of the Program participants, invitees or guests, in relation to the responsibilities and obligations of Tennis Everyone which are set out in this Agreement.
- 18.3 The City shall not be liable for any damage to or loss of personal property brought onto or into a Facility by a Program participant, a Program Instructor, a volunteer, or any invitee or guest in or on the Facility in connection with a Program.

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19.0 INSURANCE

- 19.1 Tennis Everyone covenants that it shall take out and keep in full force and effect throughout the Term, Commercial General Liability insurance in respect to the Facilities and the operations of Tennis Everyone thereon against claims for personal injury including death or property damage or loss, indemnifying and protecting the City, its respective elected officials, officers, employees, servants, agents, invitees or licensees and contractors, to the inclusive limit of not less than Five Million (\$5,000,000.00) Dollars. Such insurance shall specifically state by its wording or by endorsement that:
- (a) the City is added as an additional insured under the "Additional Insured" section of the policy as follows: City of Mississauga, file LA.25.REC, 300 City Centre Drive, 3rd Floor, Mississauga, Ontario L5B 3C1;
 - (b) the policy shall have provisions for cross liability and severability of interests as between the City and Tennis Everyone;
 - (c) includes tenants legal liability;
 - (d) includes participant to participant coverage on a per occurrence basis;
 - (e) includes medical malpractice liability.
- 19.2 Property insurance coverage to adequately cover Tennis Everyone property, equipment and other such property in the care, custody and control of Tennis Everyone, which policy contains a waiver of rights of subrogation against the City.
- 19.3 The insurance policies required pursuant to this section shall be primary and shall not call into contribution any insurance available to the City.
- 19.4 Such policies shall contain an endorsement requiring the insurers to notify the City in writing at least thirty (30) days prior to such policies being terminated, cancelled or materially altered.
- 19.5 Tennis Everyone shall deliver to the City a certificate(s) of insurance which indicates that the insurance provisions of the Agreement have been met and that the coverage being maintained by Tennis Everyone is in a form and with limits satisfactory to the Commissioner. The certificate of insurance shall be addressed as follows:

Attention: Manager of Sports
Community Services Department
City of Mississauga
201 City Centre Drive, 9th Floor
Mississauga ON L5B 2T4

19.6.1 If there is loss or damage, the parties agree that:

- (a) Tennis Everyone shall notify the City of the nature and extent of the loss. Tennis Everyone shall allow access by insurance adjusters and representatives of the City to relevant areas of the Facilities;
- (b) Tennis Everyone shall ensure that the repairs and replacements are conducted by qualified contractors within five (5) business days or within such time frame as determined by the City acting reasonably. Tennis Everyone shall keep the City informed on a reasonable basis as to the status and disposition of such repairs and replacement.

19.6.2 The City shall have the right, at any time, to communicate and deal directly with the Tennis Everyone insurer to ensure that repairs and replacements are conducted to the satisfaction of the City.

20.0 CONFIDENTIAL INFORMATION

20.1 This Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act, (MFIPPA)* as amended, and all information pertaining to the Program is public information and may be disclosed to third parties under *MFIPPA*. However, no confidential information shall be disclosed in any manner whatsoever without the prior written approval of the City Clerk of the City.

21.0 RIGHT OF AUDIT

21.1 The City's Internal Auditor, or anyone designated in writing by the City, may audit and inspect accounts, records, receipts, vouchers and other documents of Tennis Everyone relating to this Agreement and shall have the right to make copies of them. The accounts, records, receipts, vouchers and other documents shall be kept available for audit and inspection until the expiration of seven (7) years from the early termination of this Agreement or from the date of expiry of the Term.

22.0 NO OBLIGATION

22.1 The satisfactory performance of the terms and conditions of this Agreement shall not obligate the City to enter into further agreements with Tennis Everyone after the expiry of the Term.

23.0 NOTICES

23.1 Any notices or other communications and deliveries required by this Agreement or desired to be given to or made by any party shall be in writing and may be delivered personally, by facsimile transmission or made by mailing the same in a sealed envelope, by registered mail, addressed to the respective parties at the addresses set out below:

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For the City:

The Corporation of the City of Mississauga
201 City Centre Drive, 9th Floor
Mississauga, Ontario L5B 2T4
Attention: Manager of Sports
Fax: 905-615-3554

For Tennis Everyone

RPO Centre Plaza
PO BOX 42303
Mississauga, Ontario L5M 5Z5

Attention: Dean Porcellato
Tel: 905-608-9391

- 23.2 If delivered personally or by registered mail, any such notice, communication or delivery shall be deemed to be given upon delivery.
- 23.3 If delivered by facsimile transmission, any such notice shall be deemed to be given the day after it is sent or if that day is a Saturday, Sunday or a statutory holiday, on the next day that is not a Saturday, Sunday or statutory holiday.

24.0 GOVERNING LAWS

- 24.1 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable to the Province and shall be treated in all aspects as an Ontario contract.

25.0 SCHEDULES

- 25.1 The Schedules to this Agreement form a part of it. If there is any inconsistency between the body of this Agreement and a Schedule, this Agreement shall govern.

26.0 TIME

- 26.1 Time is of the essence in this Agreement and any dates or deadlines are to be strictly adhered to.

27.0 SEVERABILITY

27.1 If any of the provisions of this Agreement is rendered or held to be illegal, invalid or unenforceable, the remainder of this Agreement shall be construed as if such illegal, invalid or unenforceable provision had never been contained in it.

28.0 AMENDMENT

28.1 This Agreement may be changed only by a written amendment signed and sealed by the authorized representatives of both parties.

29.0 ENTIRE AGREEMENT

29.1 This Agreement and the other documents referred to in it contain all of the terms and conditions of the agreement between the parties relating to the subject matter of the Agreement and supersede all previous agreements or representations of any kind, written or spoken made in reference to them.

30.0 INTERPRETATION

30.1 In this Agreement, words, terms and provisions which are in the singular shall be read as including the plural, the plural shall include the singular, the masculine shall include feminine and the feminine shall include the masculine, as the case may be and the context require.

31.0 SUCCESSORS AND ASSIGNS

31.1 This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

31.2 Tennis Everyone shall not assign this Agreement or any part of it without the prior written consent of the City, which consent may be unreasonably withheld. Such written consent as the City may give shall not relieve Tennis Everyone of its obligations and liability under this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their authorized signing officers who have either asserted their authority to execute this Agreement or affixed their appropriate corporate seal and have hereunto set their hands and seals.

THE CORPORATION OF THE CITY OF MISSISSAUGA
per:

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Name: Paul Mitcham
Title: Commissioner of Community Services

Name: Crystal Greer
Title: Clerk

TENNIS EVERYONE
per:

Witness

Name:
Title: *Authorized Signing Officer*

Witness

Name:
Title: *Authorized Signing Officer*

I/we have authority to bind the Corporation

Schedule "A"

Facilities

Outdoor locations:

Brookmeade Park
2254 Council Ring Road
Mississauga, Ontario

Century City Park
933 Focal Road
Mississauga, Ontario

Churchill Meadows Library
3801 Thomas Street
Mississauga, Ontario

Courtney Park Athletic Fields
600 Courtneypark Drive West
Mississauga, Ontario

Frank McKechnie Community Centre
310 Bristol Road East
Mississauga, Ontario

Garnetwood Park
1998 Rathburn Road East
Mississauga, Ontario

Lisgar Fields
3805 Doug Levens Boulevard
Mississauga, Ontario

Mississauga Valley Park
1275 Mississauga Valley Boulevard
Mississauga, Ontario

Quenippenon Meadows Park
2625 Erin Centre Boulevard
Mississauga, Ontario

River Grove Park
5800 River Grove Avenue
Mississauga, Ontario

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Settler's Green Park
6440 Glen Erin Drive
Mississauga, Ontario

Stonebrook Park
305 Mississauga Valley Boulevard
Mississauga, Ontario

Indoor locations:

Burnhamthorpe Community Centre
1500 Gulleden Drive
Mississauga, Ontario

Cawthra Community Centre
1399 Cawthra Road
Mississauga, Ontario

Churchill Meadows Library/St. Joan of Arc Catholic Secondary School
3801 Thomas Street
Mississauga, Ontario

Courtneypark Library/St. Marcellinus Secondary School
730 Courtneypark Drive West
Mississauga, Ontario

Erin Meadows Community Centre/ St. Aloysius Gonzaga Secondary School
2800 Erin Centre Boulevard
Mississauga, Ontario

Huron Park Recreation Centre
830 Paisley Boulevard West
Mississauga, Ontario

Mississauga Valley Gymnasium
1275 Mississauga Valley Boulevard
Mississauga, Ontario

Schedule "B"

Class Schedule for the Program

Session	Course	Number of Courses
Winter	Little Tykes Tennis	2
Winter	Mini Tennis (4 to 6)	4
Winter	Tennis Adult Off Season Conditioning	1
Winter	Tennis Lessons Adult Beginner	4
Winter	Tennis Lessons Adult Intermediate	8
Winter	Tennis Lessons Advanced (9 to 15)	2
Winter	Tennis Lessons Beginner (10 to 15)	6
Winter	Tennis Lessons Beginner (6 to 9)	13
Winter	Tennis Lessons Intermediate (10 to 15)	7
Winter	Tennis Lessons Intermediate (6 to 9)	5
Winter	Tennis Round Robin Level I	4
Winter	Tennis Round Robin Level II	3
March Break	Tennis Week for Kids – Intermediate Camp	1
March Break	Tennis Week for Kids – Novice Camp	1
Spring	Little Tykes Tennis	1
Spring	Mini Tennis (4 to 6)	7
Spring	Tennis For The Family	3
Spring	Tennis Lessons Adult Advanced	5
Spring	Tennis Lessons Adult Beginner	18
Spring	Tennis Lessons Adult Intermediate	13
Spring	Tennis Lessons Beginner (10 to 15)	17
Spring	Tennis Lessons Beginner (6 to 9)	22
Spring	Tennis Lessons Intermediate (10 to 15)	13
Spring	Tennis Lessons Intermediate (6 to 9)	6
Spring	Tennis Semi Private Adult Beginner	4
Spring	Tennis Semi Private Adult Intermediate	2
Spring	Tennis Semi Private Beg (10 to 15)	6
Spring	Tennis Semi Private Beg (6 to 9)	6
Spring	Tennis Semi Private Intermediate (10 to 15)	4
Spring	Tennis Semi Private Intermediate (6 to 9)	2
Summer	Mini Tennis (4 to 6)	7
Summer	Tennis Lessons Adult Advanced	4
Summer	Tennis Lessons Adult Beginner	11
Summer	Tennis Lessons Adult Intermediate	9
Summer	Tennis Lessons Beginner (10 to 15)	13
Summer	Tennis Lessons Beginner (6 to 9)	13
Summer	Tennis Lessons Intermediate (10 to 15)	8

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Summer	Tennis Lessons Intermediate (6 to 9)	2
Summer	Tennis Semi Private Adult Beginner	5
Summer	Tennis Semi Private Adult Intermediate	2
Summer	Tennis Semi Private Beginner (10 to 15)	6
Summer	Tennis Semi Private Beginner (6 to 9)	5
Summer	Tennis Semi Private Intermediate (10 to 15)	5
Summer	Tennis Semi Private Intermediate (6 to 9)	2
Summer	Tennis Jr Half Day Camp Beginner (10 to 15)	11
Summer	Tennis Jr Half Day Camp Beginner (6 to 9)	18
Summer	Tennis Jr Half Day Camp Intermediate (10 to 15)	10
Summer	Tennis Jr Half Day Camp Intermediate (6 to 9)	7
Summer	Tennis Jr Half Day Kids Camp (4 to 5)	10
Fall	Little Tykes Tennis	4
Fall	Mini Tennis (4 to 6)	12
Fall	Tennis Adult Off Season Conditioning	2
Fall	Tennis Lessons Adult Advanced	2
Fall	Tennis Lessons Adult Beginner	18
Fall	Tennis Lessons Adult Intermediate	16
Fall	Tennis Lessons Advanced (9 to 15)	3
Fall	Tennis Lessons Beginner (10 to 15)	20
Fall	Tennis Lessons Beginner (6 to 9)	33
Fall	Tennis Lessons Intermediate (10 to 15)	15
Fall	Tennis Lessons Intermediate (6 to 9)	12
Fall	Tennis Round Robin Level I	4
Fall	Tennis Round Robin Level II	4
Fall	Tennis Semi Private Adult Beginner	2
Fall	Tennis Semi Private Adult Intermediate	1
Fall	Tennis Semi Private Beg (10 to 15)	2
Fall	Tennis Semi Private Beg (6 to 9)	2
Fall	Tennis Semi Private Intermediate (10 to 15)	2

Schedule "C"

Emergency Contact List

Primary Contact:

Bradley Stoll

Supervisor of Sports Programs

Business Phone Number: 905-615-3200 ext 5347

Home Phone Number: 905-232-4368

Mobile Phone Number: 905-301-5987

Secondary Contact:

Jason Klomp

Manager, Sports Unit

Business Phone Number: 905-615-3200 ext 5345

Mobile Phone Number: 905-301-0710

Final Contact:

Stu Taylor

Acting Director, Recreation and Parks

Business Phone Number: 905-615-3700

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Schedule "D"

Fee Schedule

Dept.	Fee	2011	2012
		Approved Fee	Proposed Fee
SPORTS			
Comm. Ser - R&P	Half Day Tennis (per hour)	\$6.88	Camp E \$6.65
Comm. Ser - R&P	Tennis Everyone - Tennis Outdoor Junior	\$7.71	\$8.00
Comm. Ser - R&P	Tennis Everyone - Tennis Outdoor Adult	\$8.79	\$9.00
Comm. Ser - R&P	Tennis Everyone - Tennis for the Family Outdoor	N/A	\$6.65
Comm. Ser - R&P	Tennis Everyone - Tennis for the Family Indoor	\$10.03	\$10.00
Comm. Ser - R&P	Instructional Sports - Tennis Indoor Preschool/Child/Youth/Adult per hour	\$13.57	Sports F \$13.00
Comm. Ser - R&P	Tennis Everyone - Tennis Outdoor Semi- Private Junior & Adult	\$17.64	\$19.00
Comm. Ser - R&P	Tennis Everyone - Tennis Indoor Semi- Private Junior & Adult	\$23.52	\$25.00

6.



Corporate Report

Clerk's Files

Originator's Files

CA.11.DEL

DATE: January 13, 2012

TO: Chair and Members of General Committee
Meeting Date: February 1, 2012

GENERAL COMMITTEE
FEB 01 2012

FROM: Brenda R. Breault, CMA, MBA
Commissioner of Corporate Services and Treasurer

SUBJECT: **Delegation of Authority – Acquisition, Disposal, Administration and Lease of Land and Property – July 1, 2011 to December 31, 2011**

RECOMMENDATION: That the report dated January 13, 2012 from the Commissioner of Corporate Services and Treasurer entitled Delegation of Authority – Acquisition, Disposal, Administration and Lease of Land and Property – July 1, 2011 to December 31, 2011 be received for information.

BACKGROUND: The Delegation of Authority By-law 375-2008, approved by Council on November 12, 2008, provides delegated authority for the approval and execution of real estate agreements. Sections 3 and 4 of the By-law provide delegated authority to approve and conclude real property transactions at four staff levels – Manager, Director Commissioner and City Manager, depending on the value of the transaction.

Delegated authority to approve and conclude real estate transactions is subject to the provisions outlined in Corporate Policy No. 05-04-01, Acquisition and Disposal of Real Property. Prior to the completion of any real estate transaction, all criteria of the Policy and the Delegation of Authority By-law must be met.

Section 4.5 of the Delegation of Authority By-law 0375-2008 requires that the exercise of Delegated Authority be reported to Council on a semi-annual basis. This report covers the real property transactions which were completed under the delegation by-law in the second half of 2011.

COMMENTS:

During the period July 1, 2011 to December 31, 2011, a total of 36 real estate matters were approved under Delegated Authority. A breakdown of these real estate matters is as follows:

- Acquisitions – Land: 3
- Acquisitions – Easements: 6
- Disposals – Land: 3
- Disposals - Easements: 1
- Leases, Licenses and Other Agreements (City Use): 9
- Leases, Licenses and Other Agreements (Third Party Use): 14

In addition to the above-noted transactions, one (1) easement transaction was completed with the Region of Peel under the Easement Protocol By-law 0296-2007, and two (2) encroachment agreements were executed under the Encroachment By-law 0057-2004.

FINANCIAL IMPACT:

A breakdown of the financial implications of the real estate transactions for the period July 1, 2011 to December 31, 2011 is shown on Appendices 1 – 4 of this report.

Prior to transaction approval, where applicable, Realty Services staff have confirmed with Financial Services staff that the appropriate funds are available in the budget. The availability of funds is a condition and requirement for approval under Delegated Authority.

CONCLUSION:

This report is forwarded for information pursuant to Delegation of Authority By-law 0375-2008.

Realty Services confirms that all transactions approved under Delegation of Authority for the period July 1, 2011 to December 31, 2011 are in compliance with the Delegation of Authority By-law 0375-2008, Corporate Policy No. 05-04-01, and the Notice By-law 215-2008, as amended, where applicable.

ATTACHMENTS:

Appendix 1: Acquisition of Land and Easements - July 1, 2011 to December 31, 2011

Appendix 2: Disposal of Land and Easements - July 1, 2011 to December 31, 2011

Appendix 3: Leases, Licenses and Other Agreements (City Use) - July 1, 2011 to December 31, 2011

Appendix 4: Leases, Licenses and Other Agreements (Third Party Use) - July 1, 2011 to December 31, 2011



Brenda R. Breault, CMA, MBA
Commissioner of Corporate Services and Treasurer

Prepared By: Ron Sanderson, Manager, Realty Services

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Acquisition of Land - July 1, 2011 to December 31, 2011					
File Number	Approved By	Date of Approval	Report Title	Total Area (sq.m.)	Total Consideration
PO.10.TOR	Director, Facilities and Property Management	05-Jul-11	Purchase of a part of 7550 and 7570 Torbram Road for the Torbram Road Grade Separation Project (Ward 5)	363.45	\$63,000 (plus approx. \$1,500 third party legal costs)
PO.10.DUN	Manager, Realty Services	17-Aug-11	Agreement of Purchase and Sale; and Indemnity Agreement for Closing Funds for the transfer of lands from Her Majesty the Queen in Right of Ontario as represented by The Minister of Infrastructure – Region of Halton Intersection Improvement Project at Dundas Street West and Ninth Line (Ward 8)	40	\$0.00
PO.10.CRE	Manager, Realty Services	31-Dec-11	Purchase of Lands from Sorville Developments Ltd. for the Extension of Creekbank Road (Ward 5)	.043 ac.	\$43,000 (plus approx. \$2,500 third party legal costs)

Acquisition of Easements - July 1, 2011 to December 31, 2011					
File Number	Approved By	Date of Approval	Report Title	Total Area (sq.m.)	Total Consideration
PO.12.TOR	Director, Facilities and Property Management	05-Jul-11	Approval for a Transfer Easement Agreement under Delegated Authority – Imperial Flavours – Temporary Easement for a construction staging area for the Torbram Road Grade Separation Project - 7550 and 7570 Torbram Road (Ward 5)	1737.48	\$54,700 (plus approx. \$1,500 third party legal costs)
PO.12.MEA	Manager, Realty Services	19-Aug-11	Grant of Permanent Easement to The City of Mississauga from Penelope Snowdon and Paul Snowdon on part of the premises known as 790 Meadow Wood Road (Ward 2)	84.8	\$5,000 (plus approx. \$2,000 third party legal costs)
PO.12.PER	Manager, Realty Services	13-Oct-11	Approval for a Transfer Easement Agreement under Delegated Authority – from Edward Bon and Astero Patsali to the City of Mississauga - Permanent Easement for the placement of a new City Noise Wall – 4170 Perivale Road - (Ward 6)	13.55	\$2.00 (plus approx. \$1,500 third party legal costs)
PO.12.PRO PO.12.CAV. PO.12.GLA	Manager, Realty Services	24-Oct-11	Approval for Easement Conveyance Agreements with various owners on Promontory Crescent, Caverly Court and Glamis Court for permanent easements required for the installation of the new City noise wall along Burnhamthorpe Road West (Ward 8)	218.3	\$10,500 (approx. legal costs for all seven owners)
PO.12.TOR	Manager, Realty Services	24-Oct-11	Offer to Convey Easement between Enersource Hydro Mississauga Inc. as the Purchaser and Silvajani Corporation Limited the Vendor - Torbram Road Grade Separation Project (Ward 5)	285.48	\$29,095
PO.12.KIL	Manager, Realty Services	28-Nov-11	Transfer, Release and Abandon Region of Peel Easement located on City owned lands (Block 30, Plan 43M1167) between 1288 and 1292 Killaby Drive, Mississauga (Ward 11)	-	\$0.00

Disposition of Land - July 1, 2011 to December 31, 2011					
File Number	Approved By	Date of Approval	Report Title	Total Area (sq.m.)	Total Consideration
PO.11.COL	Manager, Realty Services	02-Aug-11	Agreement of Purchase and Sale between The City of Mississauga and Michael Laruccia and Rosina Laruccia for the transfer of lands located at the south east corner of Winston Churchill Boulevard and The Collegeway (Ward 8)	88.53	\$10,500
PO.11.MIS	Manager, Realty Services	03-Aug-11	Agreement of Purchase and Sale between The City of Mississauga and Manuel Fernandes and Maria Da Cunha for the lands located on Paddock Crescent described as Part 10 on Reference Plan 43R-30563 (Ward 8)	90.2	\$35,000
PO.11.WIL	Manager, Realty Services	08-Nov-11	Agreement of Purchase and Sale between The City of Mississauga and Ventro Construction Limited for the transfer of lands located on the south side of Willowbank Trail (Tomken Road and Rathburn Road) (Ward 3)	647	\$2.00

Disposition of Easements - July 1, 2011 to December 31, 2011					
File Number	Approved By	Date of Approval	Report Title	Total Area (sq.m.)	Total Consideration
PO.12.CRE	Manager, Realty Services	27-Sep-11	Approval to Transfer, Release and Abandon Easement located over 6820 Creditview Road (Ward 11)	-	\$0.00

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Fees To Be Paid Associated with Leases, Licenses, and Other Agreements - July 1, 2011 to December 31, 2011						
File Number	Approved By	Date of Approval	Report Title	Total Area (sq.m.)	Term	Total Consideration
PO.13.POR	Commissioner of Corporate Services and Treasurer	07-Jul-11	Renewal of Sub-Lease Agreement with Centre City Capital Limited for the use a pier located within J.J. Plaus Park, south of Port Street East (Ward 1)	1022	June 1, 2008 to May 31, 2013	\$90,000 (plus realty taxes estimated @ \$16,500 per year)
PO.13.FAI	Manager, Realty Services	06-Sep-11	Communications Tower License Agreement between Peel Condominium Corporation No. 402 and The Corporation of the City of Mississauga for the use of a portion of the rooftop at 25 Fairview Road West (Ward 7)		10 years	\$18,000
PO.13.SPR	Manager, Realty Services	21-Sep-11	Extension Agreement with The Peel District School Board - License of Lands at Springfield Public School, east of The Credit Woodlands and south of McBride Avenue (Ward 6)		8 years 3 months	\$1.00
PO.13.TOR	Director, Facilities and Property Management	01-Nov-11	1) Lease Agreement between The Canadian National Railway Company as Lessor and The City of Mississauga as Lessee - Torbram Road Grade Separation Project; and 2) Sublease Agreement between The Corporation of the City of Mississauga as Sublandlord and Enbridge Gas Distribution Inc. as Subtenant - Torbram Road Grade Separation Project (Ward 5)	.52 ac.	6 months	\$77,000
PO.13.ERI	Manager, Realty Services	15-Nov-11	License Agreement between The City of Mississauga and the Ontario Realty Corporation for lands owned by the Province of Ontario at Erin Mills Parkway and Hwy. 403 - Erin Mills Soccer Field (Ward 8)	2.7 ac.	5 years	\$2,500
PO.13.MCB	Manager, Realty Services	15-Nov-11	Consent to Enter Agreement for the City of Mississauga to enter onto Peel District School Board lands located at 3225 Erindale Station Road, to carry out Environmental Assessment Study (Ward 6)	2467	November 15, 2011 to January 14, 2012	\$2.00
PO.13.HAR	Manager, Realty Services	14-Dec-11	Consent to Enter Agreement between the City and Miriam Ferkul to grant the City access to private lands located at 68 Harborn Road (Ward 7)	93	Januray 1, 2012 to February 28, 2012	\$2.00
PO.13.SHE	Manager, Realty Services	31-Dec-11	Permission to Enter and Construct Agreement for Access required over a portion of 4310 Sherwoodtowne Boulevard in connection with the BRT Project (Ward 4)		January 1, 2012 to October 31, 2012	\$1,000 (third party legal costs)
PO.13.TOR	Manager, Realty Services	31-Dec-11	License Agreement between The Regional Municipality of Peel and The Corporation of the City of Mississauga required in connection with the Torbram Road Grade Separation Project (Ward 5)	1174	2 years	\$2.00

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Fees To Be Collected Associated with Leases, Licenses and Other Agreements - July 1, 2011 to December 31, 2011						
File Number	Approved By	Date of Approval	Report Title	Total Area (sq.m.)	Term	Total Consideration
PO.13.SIS	Manager, Realty Services	31-Aug-11	Consent to Enter Agreement to permit 2152435 Ontario Inc. to access lands located adjacent to 1900 Sismet Road to complete restoration work (Ward 5)	433	1 year	\$2.00
PO.13.DAN	Manager, Realty Services	31-Aug-11	License Agreement with Holcim (Canada) Inc., Portion of Lands in Future Park 302, East of Danville Road, north of Highway 401 (Ward 5)	2416	3 years	\$2.00
PO.13.CIT	Manager, Realty Services	19-Sep-11	License Agreement between Shaw Television Limited Partnership, carrying on business as Global Television for space on the first floor at Civic Centre (Ward 4)	262	1 year	\$1,860
PO.13.TRA	Manager, Realty Services	13-Sep-11	1) Application for Development, Interference with Wetlands and Alterations to Shorelines and Watercourses with Holcim (Canada) Inc. and Toronto and Region Conservation Authority; and 2) Consent to Enter Agreement with Dufferin Concrete, a division of Holcim (Canada) Inc., to allow access to City lands adjacent to 7481 Tranmere Drive (Ward 5)	1800	1 year	\$2.00
PO.13.STA	Manager, Realty Services	03-Oct-11	License Agreement with Port Credit Figure Skating Club - Two Storage Rooms at Port Credit Arena (Ward 1)	39.21	5 years	\$14,770
PO.13.FLE	Manager, Realty Services	03-Oct-11	License Agreement between The Corporation of the City of Mississauga and Credit Valley Conservation Authority to install and maintain water monitoring equipment within Fletcher's Creek (adjacent to Fletcher's Flats P-428) (Ward 11)	-	5 years	\$2.00
PO.13.MAR	Manager, Realty Services	13-Oct-11	Consent to Enter Agreement with The Regional Municipality of Peel, Lands at the east end of Marcove Road (Ward 5)	754	2 years	\$2.00
PO.13.MAT	Director, Facilities and Property Management	17-Oct-11	License Agreement with Flite Hockey Inc., Proshop Space at Iceland Arena (Ward 5)	82.68	5 years	\$78,000
PO.13.STA	Manager, Realty Services	25-Oct-11	Arena Concessionaire License Agreement with 2227267 Ontario Inc., Katherine Murphy and Andrew Murphy for space at Port Credit Arena, 40 Stavebank Road (Ward 1)	11.15	3 years	\$4,950
PO.13.MAT	Manager, Realty Services	25-Nov-11	Consent to Enter Agreement to permit Mississauga Ramblers Cricket, Sports & Cultural Club to construct two cricket batting cages located adjacent to 705 Matheson Blvd. East (Ward 5)	-	November 25, 2011 to January 31, 2012	\$2.00
PO.13.BRI	Manager, Realty Services	08-Dec-11	License Agreement between The Corporation of the City of Mississauga, 1880 Britannia Road East Ltd. and Trailer Wizards Ltd. for the use of City lands adjacent to 1880 Britannia Road East for access and parking (Ward 5)	1865	5 years	\$1.00
PO.13.RIV	Manager, Realty Services	31-Dec-11	Management and Operation Agreement between The Corporation of the City of Mississauga and The Riverwood Conservancy for the premises known as MacEwan House at 4300 Riverwood Park Lane (Park 331) (Ward 6)	149.47	September 12, 2005 to March 13, 2013	\$2.00
PO.13.MAT	Manager, Realty Services	15-Dec-11	License Agreement between The Corporation of the City of Mississauga, The Speed Factory Inc. and Kerry Regan Smith for the license of space at Iceland Arena for speed training programs (Ward 5)	45.8	5 years	\$24,775
PO.13.ROS	Manager, Realty Services	20-Dec-11	Consent to Enter Agreement between The Corporation of the City of Mississauga and Her Majesty the Queen in Right of the Province of Ontario (represented by the Minister of Transportation) (Ward 5)	-	October 1, 2011 to December 31, 2012	\$0.00

REPORT 3-2011

GENERAL COMMITTEE

FEB 01 2012

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Public Vehicle Advisory Committee presents its third report for 2011 and recommends:

PVAC-0014-2011

That the report dated December 5, 2011 titled "PVAC-0005-2011 Driver Retraining Review" from the Commissioner, Transportation and Works, be received and referred to staff for a further review, based on comments and suggestions from Committee members, for a final report to be brought back to the February 14, 2012 meeting of the PVAC.

(PVAC-0014-2011)

PVAC-0015-2011

That the letter dated November 21, 2011 from Harsimar Singh Sethi, City Area Taxicab Drivers representative with regard to driver refresher training program and plate lease agreements, be received and referred to staff for a review and report back to a future meeting of the PVAC.

(PVAC-0015-2011)

PVAC-0016-2011

That the Petition dated June 10, 2011 from approximately 64 night taxi drivers requesting the Committee to consider advance payment of an approximate fare/flat rate during night hours, be received and referred to staff for a report to a future meeting of the PVAC.

(PVAC-0016-2011)

PVAC-0017-2011

That the copy of letter dated November 30, 2011 from the Manager, Mobile Licensing and Enforcement to Mississauga Taxicab Plate Holders with respect to the taxicab industry's requirement to comply with the *Accessibility for Ontarians with Disabilities Act (AODA)*, Ontario Regulation 191/11, be received.

(PVAC-0017-2011)

PVAC-0018-2011

That Council Resolution Number 0268-2011 of November 23, 2011 with respect to the Benchmark Review of Licence Fees – Mobile Licensing Enforcement, be received.

(PVAC-0018-2011)

**MISSISSAUGA CYCLING
ADVISORY COMMITTEE**

January 10, 2012

REPORT 1-2012

GENERAL COMMITTEE

FEB 01 2012

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Mississauga Cycling Advisory Committee presents its first report for 2012 and recommends:

MCAC-0001-2012

That items 1.1.1 through to 1.1.4 be added to the January 10, 2012 Mississauga Cycling Advisory Committee agenda under other business.
(MCAC-0001-2012)

MCAC-0002-2012

That the Memorandum dated January 5, 2012, from Jacquelyn Hayward Gulati, Manager, Cycling Office titled 2011 Cycling Network Program: Year-End Report, be received for information.
(MCAC-0002-2012)

MCAC-0003-2012

That the Memorandum dated January 6, 2012, from Jacquelyn Hayward Gulati, Manager Cycling Office, titled Proposed 2012 Cycling Network Program, be referred to the Network and Technical subcommittee and report back to Mississauga Cycling Advisory Committee at the next meeting.
(MCAC-0003-2012)

MCAC-0004-2012

That the 2012 Calendar of Events, be referred to the Communications and Promotions subcommittee to report back to the Mississauga Cycling Advisory Committee with recommendations for the calendar.
(MCAC-0004-2012)

MCAC-0005-2012

That Dorothy Tomiuk be appointed to the Communications and Promotions subcommittee of Mississauga Cycling Advisory Committee for the term ending on November 30, 2014, or until a successor is appointed.
(MCAC-0006-2012)

MCAC-0006-2012

That the deputation by Margie Chung, Principal Transportation Planner, Public Works Department, Region of Peel to provide an update and overview of the Region of Peel's Active Transportation Plan, be received for information.
(MCAC-0006-2012)

MCAC-0007-2012

That Darrin Wolter and Don Stephens be appointed to the Network & Technical Subcommittee of Mississauga Cycling Advisory Committee for the term ending on November 30, 2014, or until a successor is appointed.

(MCAC-0007-2012)

MCAC-0008-2012

That Mississauga Cycling Office prepare a letter to endorse the Chief Coroner report to the cycling deaths.

(MCAC-0008-2012)

MCAC-0009-2012

That the Toronto Centre for Active Transportation (TCAT) Call for Proposals: TCAT Complete Streets Forum 2012, be received for information.

(MCAC-0009-2012)

MCAC-0010-2012

That the recent Toronto Centre for Active Transportation activities and news items, be received for information.

(MCAC-0010-2012)

MCAC-0011-2012

That the vacancy in the Mississauga Cycling Advisory Committee be filled.

(MCAC-0011-2012)

MCAC-0012-2012

That the Mississauga Cycling Office manage the voice content on the 'Cycling Podcast.'

(MCAC-0013-2012)

REPORT 1-2012

GENERAL COMMITTEE

FEB 01 2012

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Governance Committee presents its first report for 2012 and recommends:

GOV-0001-2012

That the draft Terms of Reference for the Governance Committee be approved as amended to include that the minutes of the Governance Committee meetings will be circulated to members of Council when available.

(GOV-0001-2012)

GOV-0002-2012

That the report of the City Solicitor dated January 17, 2012 titled "Amending the Council Code of Conduct in Response to the Recommendations of the Judicial Inquiry" be received and that the commentary on the proposed amendments to the Council Code of Conduct be referred to the City Solicitor to report back to the Governance Committee.

(GOV-0002-2012)

GOV-0003-2012

That the matter regarding the Elected Officials' Expense Policy be referred to staff for a report back to the Governance Committee on proposed changes to the Policy.

(GOV-0003-2012)

GOV-0004-2012

1. That the City Clerk be directed to report back to the Governance Committee with proposed options for standing committees with respect to the City Council Committee Structure Review.
2. That staff be directed to come back with a proposed survey and circulation of the survey for the City Council Committee Structure Review at the next Governance Committee.

(GOV-0004-2012)

GOV-0005-2012

That the Letter dated December 8, 2011 from Edna Toth, Chair, Peel Poverty Action Group with respect to municipal election campaign funding be received and referred to a future Governance Committee agenda when the subject matter is reviewed.

(GOV-0005-2012)

GOV-0006-2012

That the email dated January 10, 2012 from John Walmark, resident and member of Orchard Heights Homeowners Association with respect to the Governance Committee composition be received.

(GOV-0006-2012)

GOV-0007-2012

That the email dated December 3, 2011 from David Culham, resident with respect to reconsidering standing committees of Council and appointing a councillor as budget chief be received.

(GOV-0007-2012)

REPORT 1-2012

GENERAL COMMITTEE

FEB 01 2012

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Museums of Mississauga Advisory Committee presents its first report for 2012 and recommends:

MOMAC-0001-2012

That the report from the December 6, 2011 Collections and Storage Subcommittee (CASS) meeting be received.

(MOMAC-0001-2012)

MOMAC-0002-2012

That the article from the Ontario Heritage Trust, agency of the Government of Ontario, entitled De-icing and Snow Removal for Heritage Properties, be received.

(MOMAC-0002-2012)

MOMAC-0003-2012

That the updated Community Services, Culture Division Organizational Chart, dated December 2011, be received.

(MOMAC-0003-2012)

MOMAC-0004-2012

That the Five Main Themes, Excerpt from the Museums of Mississauga Feasibility Study for an Artifact Preservation Centre, be received.

(MOMAC-0004-2012)

MOMAC-0005-2012

That the DRAFT – Revised Joint Collections Policy 2012: Museums of Mississauga Collections Management Policy, be received.

(MOMAC-0005-2012)

REPORT 1-2012

GENERAL COMMITTEE

FEB 01 2012

TO: MEMBERS OF GENERAL COMMITTEE

The Heritage Advisory Committee presents its first report for 2012 and recommends:

HAC-0001-2012

1. That the PowerPoint presentation, dated January 24, 2012 and entitled "Credit: Our River, Toward a Heritage River Designation," by Dave Beaton, Supervisor, Community Outreach, Credit Valley Conservation, to the Heritage Advisory Committee on January 24, 2012 be received;
2. That the Heritage Advisory Committee supports in principle the heritage river designation for the Credit River as presented by Dave Beaton, Supervisor, Community Outreach, Credit Valley Conservation, to the Heritage Advisory Committee on January 24, 2012; and
3. That Heritage staff be directed to work with Dave Beaton, Supervisor, Community Outreach, Credit Valley Conservation, on the heritage river designation for the Credit River.

(HAC-0001-2012)

HAC-0002-2012

That the letter dated January 23, 2012 from Bob Grierson with respect to his concerns about a proposed residential demolition and development in the Lorne Park Estates be received.

Ward 2

(HAC-0002-2012)

HAC-0003-2012

That the Corporate Report dated November 21, 2011 from the Commissioner of Community Services, entitled "Updating of the Meadowvale Village Heritage Conservation District Plan," be approved.

Ward 11

(HAC-0003-2012)

HAC-0004-2012

1. That the residential structure at 24 John Street South, located within the Old Port Credit Village Heritage Conservation District, designated under Part V of the *Ontario Heritage Act*, be allowed to be demolished and removed and that the appropriate City officials be authorized and directed to take the necessary action to give effect thereto;
2. That the Building Inventory for the Old Port Credit Village Heritage Conservation District be updated to indicate that the heritage status of 24 John Street South has changed from a property of "historic interest" to a property that is "complementary"; and
3. That the proposed new house for 24 John Street South be accepted in principle.

Ward 1

(HAC-0004-2012)

HAC-0005-2012

That the Bexhill Sewage Pumping Station, 550, 680, and 699 Bexhill Road, which is listed on the City's Heritage Register, is not worthy of heritage designation, and consequently, that the owner's request to demolish the structure proceed through the applicable process.

Ward 2

(HAC-0005-2012)

HAC-0006-2012

That the property at 277 Pinetree Way, which is listed on the City's Heritage Register, is not worthy of heritage designation, and consequently, that the owner's request to demolish the structure proceed through the applicable process.

Ward 1

(HAC-0006-2012)

HAC-0007-2012

That the property at 1459 Stavebank Road, which is listed on the City's Heritage Register, is not worthy of heritage designation, and consequently, that the owner's request to demolish the structure proceed through the applicable process.

Ward 1

(HAC-0007-2012)

HAC-0008-2012

That the Corporate Report dated December 20, 2011 from the Commissioner of Community Services, entitled "Heritage Advisory Committee and Related Staff Milestones: 2011 Year in Review," be received.

(HAC-0008-2012)

HAC-0009-2012

That the email message dated January 11, 2012 from the Heritage Resources Centre with respect to Heritage Resources Centre – upcoming workshops be received.

(HAC-0009-2012)

HAC-0010-2012

1. That the email message dated January 23, 2012 from Jayme Gaspar, Executive Director, Heritage Mississauga, with respect to Heritage Mississauga's Annual Heritage Awards be received; and
2. That the request from David Dodaro, James Holmes, Rick Mateljan, and Michael Spaziani, Heritage Advisory Committee Citizen Members, to attend Heritage Mississauga's Annual Heritage Awards on Thursday, February 23, 2012 at the Maja Prentice Theatre, Burnhamthorpe Library, be approved and that \$100 for tickets (tickets are \$25 per person) be allocated in the Heritage Advisory Committee's 2012 budget (Account #28609) for this expenditure.

(HAC-0010-2012)

HAC-0011-2012

That the correspondence dated November 28, 2011 from Richard Moorhouse, Executive Director, Ontario Heritage Trust, with respect to Ontario Heritage Week 2012 – February 20 to 26 be received.

(HAC-0011-2012)

HAC-0012-2012

That the chart dated January 24, 2012 from Julie Lavertu, Legislative Coordinator, Heritage Advisory Committee, identifying the status of outstanding issues from the Heritage Advisory Committee be received.

(HAC-0012-2012)

HAC-0013-2012

That the correspondence from Matthew Wilkinson, Heritage Advisory Committee Citizen Member and Historian, Heritage Mississauga, with respect to “A Call to Arms: The War of 1812 & Historic Mississauga: Featuring a travelling exhibit from the Archives of Ontario” from January 24-February 24, 2012 at Heritage Mississauga be received.

(HAC-0013-2012)

HAC-0014-2012

1. That the email message dated January 23, 2012 from Matthew Wilkinson, Heritage Advisory Committee Citizen Member and Historian, Heritage Mississauga, with respect to the Heritage Speakers Series 2012 be received; and
2. That the request from Cameron McCuaig, Heritage Advisory Committee Citizen Member (on behalf of Matthew Wilkinson, Heritage Advisory Committee Citizen Member and Historian, Heritage Mississauga), for \$350 to be allocated in the Heritage Advisory Committee’s 2012 budget (Account #28609) for an honorarium for Lecture 2 (entitled “The War of 1812 on the Niagara Frontier” on Thursday, May 10, 2012 by speaker Ron Dale, War of 1812 Bicentennial Project Manager, Parks Canada) in the Heritage Speakers Series 2012.

(HAC-0014-2012)

**ROAD SAFETY MISSISSAUGA
ADVISORY COMMITTEE**

January 24, 2012

REPORT 1-2012

GENERAL COMMITTEE

FEB 01 2012

TO: CHAIR AND MEMBERS OF GENERAL COMMITTEE

The Road Safety Mississauga Advisory Committee presents its first report for 2012 from its meeting on January 24, 2012:

RSM-0001-2012

That the report dated November 24, 2012 to the Region of Peel Council entitled "Annual Road Safety Report 2009, be received for information.

(RSM-0001-2012)

RSM-0002-2012

That the Road Safety Mississauga Advisory Committee participate in the 2012 Road Safety Show and the 2012 Community Crime Awareness Day.

(RSM-0002-2012)

RSM-0003-2012

That the Mississauga Road Watch program statistics for November 2011 and the verbal update from Sgt. Shannon Stanley, Peel Regional Police on the program statistics for December 2011 be received for information.

(RSM-0003-2012)

RSM-0003-2012

That staff prepare a report to address the matter of utilizing the 40km/hr speed limit in residential zones.

(RSM-0003-2012)

RSM-0004-2012

That Council be requested to fill the vacancies on the Road Safety Mississauga Advisory Committee for 1 Citizen Member and 1 Councillor.

(RSM-0004-2012)

RSM-0005-2012

That Council be requested to approve an additional \$20,000 in the 2012 Road Safety Mississauga Advisory Committee budget to produce copies of the Road Safety Handbook.

(RSM-0005-2012)