

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 20th day of July, 2015 (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Tourism, Culture and Sport**

(the “Province”)

- and -

The Corporation of the City of Brantford

And

The Corporation of the County of Brant

(collectively, the “Recipient”)

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “**Agreement**”), including:

- Schedule “A” – General Terms and Conditions
- Schedule “B” – Project Specific Information and Additional Provisions
- Schedule “C” – Project Description and Timelines
- Schedule “D” – Budget
- Schedule “E” – Payment Plan
- Schedule “F” – Reporting
- Schedule “G” – Ontario Games Protocols
- Schedule “H” – 2015-2017 Ontario Games Bid Guidelines
- Schedule “I” – City of Brantford-County of Brant Bid Proposal, and
any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Tourism, Culture and Sport

by:

Date

Name:
Title:

Authorized Signing Officer

The Corporation of the City of Brantford

by:

Date

Name:
Title:

by:

Date

Name:
Title:

I/We have the authority to bind The Corporation of the City of Brantford

The Corporation of the County of Brant

by:

Date

Name:
Title:

by:

Date

Name:
Title:

I/We have authority to bind the The Corporation of the County of Brant

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"Bid Guidelines" means the *2015-2017 Ontario Games Bid Guidelines* with which the Recipient must comply.

"Bid Proposal" means the Recipient's Bid Proposal January 8th, 2014 submitted to Sport Alliance of Ontario to organize, manage, promote and conduct the 2017 Ontario ParaSport Winter Games.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario).

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Event of Default" has the meaning ascribed to it in section 15.1.

"Expiration Date" means the date on which this Agreement will expire and is the date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Corporation of the City of Brantford pursuant to the Agreement.

"Games" means the 2017 Ontario ParaSport Winter Games.

“Games Chair” means the person selected by the Recipient to act as Chairperson of the GOC and represent it.

“Games Program Advisor” means the person(s) appointed to represent and act for the Province in respect of the Games.

“GOC” means the Games Organizing Committee established by the Recipient.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B”.

“Multi Sport Organization” means a non-share capital corporation that organizes or promotes sport opportunities within multiple sport disciplines, on behalf of its Members, and which has been formally recognized under the Sport Recognition Policy.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Ontario Games Logo” means the official Ontario Games logo with respect to its use as described in this Agreement.

“ParaSport Ontario” means a non-share capital corporation that organizes or promotes sport opportunities within all para-sport disciplines, on behalf of its Members and other provincial and multisport organizations and which has been formally recognized under the Sport Recognition Policy.

“Participant” means any athlete, coach, manager, support staff and major official who is properly registered with the GOC as a participant in the Games.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedules “C”, “G”, “H” and “I”.

“Provincial Sport Organization” means a non-share capital corporation that organizes or promotes sport opportunities within a single sport discipline, on behalf of its Members, and which has been formally recognized under the Sport Recognition Policy.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports described in Schedule “F”.

“Timelines” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; including providing a sufficient number of competent staff and volunteers to properly organize, manage, promote and conduct the Project;

- (c) it will take all reasonable measures to ensure the safety and security of everyone, including Participants, volunteers, staff and spectators, involved in the Project;
- (d) it will provide adequate facilities for the Project that are suitable for conduct of the Project as set out in the Bid Guidelines;
- (e) it shall not hold conflicting events in facilities chosen for the Project;
- (f) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (g) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province will:

- (a) provide the Corporation of the City of Brantford up to the Maximum Funds for the purpose of

carrying out the Project;

- (b) provide the Funds to the Corporation of the City of Brantford in accordance with the Payment Plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Corporation of the City of Brantford provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Corporation of the City of Brantford.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Corporation of the City of Brantford until the Corporation of the City of Brantford and the Corporation of the County of Brant provide the insurance certificate or other proof as the Province may request pursuant to section 12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Corporation of the City of Brantford in any Funding Year based upon the Province’s assessment of the information provided by the Corporation of the City of Brantford and the Corporation of the County of Brant pursuant to section 7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 14.1.

4.3 Use of Funds and Project. The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province’s Role Limited. For greater clarity, the Province’s role under the Agreement is limited to providing Funds to the Corporation of the City of Brantford for the purposes of the Project and is limited to the specific responsibilities of the Province as identified in the Schedules to the Agreement. The Province is not responsible for carrying out the Project.

4.5 No Changes. The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

4.6 Interest Bearing Account. If the Province provides Funds to the Corporation of the City of Brantford before its immediate need for the Funds, the Corporation of the City of Brantford will place the Funds in an interest bearing account in the name of the Corporation of the City of Brantford at a Canadian financial institution.

4.7 Interest. If the Corporation of the City of Brantford earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Corporation of the City of Brantford the repayment of an amount equal to the interest.

4.8 **Maximum Funds.** The Corporation of the City of Brantford acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.9 **Rebates, Credits and Refunds.** The Corporation of the City of Brantford acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to it, less any costs (including taxes) for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 **Funding, Not Procurement.** For greater clarity, the Corporation of the City of Brantford acknowledges that:

- (a) it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (a) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

6.0 CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in Schedule B, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in Schedule B, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds, the GOC, or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds, the GOC, or otherwise to the Project.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's or the GOC's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient's or the GOC's premises; and
- (c) conduct an audit or investigation of the Recipient or the GOC in respect of the expenditure of the Funds, the Project, or both.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient and the GOC will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's or the GOC's records.

7.6 **Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

8.0 COMMUNICATIONS REQUIREMENTS

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Ontario Games Protocols in Schedule G.

8.2 **Publication.** The Recipient shall adhere to the requirements of the Ontario Games Protocols in Schedule G regarding any of its Project-related publications, whether written, oral, or visual.

8.3 **Advertising.** All advertising, publicity and signs relating to the Games shall be the responsibility of the Recipient, but all such materials must be in accordance with the requirements of the Ontario Games Protocols in Schedule G.

8.4 **French Language Requirements.** All advertising, publicity and signs relating to the Games shall reflect the spirit and intent of the *French Language Services Act*, R.S.O. 1990, chapter. F.32. The Recipient agrees to abide by the French language requirements set out in the Ontario Games Protocols in Schedule G.

9.0 FURTHER CONDITIONS

9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

11.0 INDEMNITY

11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

12.0 INSURANCE

12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of

not less than the amount set out in Schedule “B” per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days’ Notice to the Recipient.

13.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Corporation of the City of Brantford; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Corporation of the City of Brantford to offset such costs against the amount owing pursuant to section 13.2(b); and
 - (ii) subject to section 4.8, provide Funds to the Corporation of the City of Brantford to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

14.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Corporation of the City of Brantford; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Corporation of the City of Brantford to offset such costs against the amount owing pursuant to section 14.2(b).

14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the

Funds remaining in the possession or under the control of the Corporation of the City of Brantford, the Province will not provide additional Funds to the Corporation of the City of Brantford.

15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

15.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

15.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Corporation of the City of Brantford;
- (g) demand the repayment of an amount equal to any Funds the Corporation of the City of Brantford used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Corporation of the City of Brantford; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 Opportunity to Remedy. If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

- 15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:
- (a) the Recipient does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).
- 15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.
- 16.0 FUNDS AT THE END OF A FUNDING YEAR**
- 16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Corporation of the City of Brantford has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:
- (a) demand the return of the unspent Funds; and
 - (b) adjust the amount of any further instalments of Funds accordingly.
- 17.0 FUNDS UPON EXPIRY**
- 17.1 **Funds Upon Expiry.** The Corporation of the City of Brantford will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.
- 18.0 REPAYMENT**
- 18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Corporation of the City of Brantford is entitled under the Agreement, the Province may:
- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
 - (b) demand that the Corporation of the City of Brantford pay an amount equal to the excess Funds to the Province.
- 18.2 **Debt Due.** If, pursuant to the Agreement:
- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Corporation of the City of Brantford; or
 - (b) the Corporation of the City of Brantford owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,
- such Funds or other amount will be deemed to be a debt due and owing to the Province by the Corporation of the City of Brantford, and the Corporation of the City of Brantford will pay or return the amount to the Province immediately, unless the Province directs otherwise.
- 18.3 **Interest Rate.** The Province may charge the Corporation of the City of Brantford interest on any money owing by the Corporation of the City of Brantford at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.4 **Payment of Money to Province.** The Corporation of the City of Brantford will pay any money owing to

the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1.

18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Corporation of the City of Brantford fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Corporation of the City of Brantford by Her Majesty the Queen in right of Ontario.

19.0 NOTICE

19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.

19.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 **Postal Disruption.** Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

21.0 SEVERABILITY OF PROVISIONS

21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

22.0 WAIVER

22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

23.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties’ respective heirs, executors, administrators, successors and permitted assigns.

25.0 GOVERNING LAW

25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

26.0 FURTHER ASSURANCES

26.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

27.0 JOINT AND SEVERAL LIABILITY

27.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

28.0 RIGHTS AND REMEDIES CUMULATIVE

28.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 **Recipient Acknowledges.** The Recipient:

- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

31.0 SURVIVAL

31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(d), 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

| | |
|---|---|
| Maximum Funds | \$60,000.00 |
| Expiration Date | July 31 st , 2017 |
| Amount for the purposes of section 5.2 of Schedule “A” | \$500 |
| Insurance | \$ 2,000,000 |
| Contact information for the purposes of Notice to the Province | <p>Name: Ryan Albright, Games Program Advisor</p> <p>Address: 777 Bay St. Suite 2302, Toronto, ON, M7A 1S5</p> <p>Attention: N/A</p> <p>Fax: 416-314-7458</p> <p>Email: ryan.albright@ontario.ca</p> |
| Contact information for the purposes of Notice to the Recipient | <p>Name: Donna Clements , City of Brantford</p> <p>Address: 399 Wayne Gretzky Parkway, Brantford, Ontario</p> <p>Attention: Donna Clements</p> <p>Fax: 519-751-2617</p> <p>Email: DClements@brantford.ca</p> <p>Name: Russell J. Press, County of Brant</p> <p>Address: 15 Curtis Ave. N. Paris, Ontario</p> <p>Attention: Russell J. Press</p> <p>Fax: 519-442-2162</p> <p>Email: Russell.press@brant.ca</p> |
| Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement | <p>Name: Greg Dworak, City of Brantford</p> <p>Position: General Manager, Community Services</p> <p>Fax: 519-751-2617</p> <p>Email: GDworak@brantford.ca</p> <p>Name: Heather Mifflin , County of Brant</p> <p>Position: Director of Finance/Treasurer</p> <p>Fax: 519-442-2162</p> <p>Email: heather.mifflin@brant.ca</p> |

Additional Provisions:

1.0 CONFLICT OR INCONSISTENCY BETWEEN SCHEDULES

1.1 In the event of a conflict or inconsistency between any of the requirements of (i) the Bid Proposal or (ii) the Bid Guidelines, with the requirements of Schedules “A”, “B”, “C”, “D”, “E”, “F” or “G”, the requirements of Schedules “A”, “B”, “C”, “D”, “E”, “F” or “G” shall prevail.

SCHEDULE "C"
PROJECT DESCRIPTION AND TIMELINES

1.0 THE GAMES

1.1 The Recipient shall organize, manage, promote and conduct the Games from February 10th to 12th, 2017 in the City of Brantford and County of Brant in accordance with this Agreement.

2.0 RECIPIENT'S RESPONSIBILITIES

2.1 The Recipient shall provide all the facilities and services necessary to organize, manage, promote and conduct the Games to standards established by the Province as set out in the Bid Guidelines.

2.2 The Recipient may charge each athlete, coach (without NCCP certification), manager and support staff (excluding coaches with NCCP certification, major officials and Provincial Sport Organization representatives) who attends the Games a registration fee to a maximum amount of \$110.00 (+ applicable taxes).

2.3 The Recipient shall establish a Games Organizing Committee ("GOC") comprised of representatives from the City of Brantford, County of Brant and community volunteers on or within 60 days of the date of this Agreement to organize, manage, promote and conduct the Games. The Recipient agrees and hereby invites, on behalf of the GOC, the Games Program Advisor to all meetings of the GOC and to provide dates of its sub-committees, as requested.

2.4 The Recipient shall provide office administration assistance and meeting space to the GOC, free of charge.

2.5 The Recipient shall obtain and maintain adequate office facilities and equipment, including computer hardware, software and firmware, for the efficient organisation, management, promotion and conduct of the Games.

2.6 The Recipient shall develop and provide management controls for the GOC, which management controls shall contain, in the sole discretion of the Province, sufficient formal checks and balances on the expenditure of funds to ensure that a deficit for the Games does not occur.

2.7 If at any time it appears that a deficit may occur, the Recipient shall immediately notify the Province, and shall propose a revision of the Budget to prevent any deficit from occurring. The Recipient shall submit any such revised budget to the Province for written approval prior to implementing the revised budget.

2.8 The Recipient shall be responsible for any deficit that may be incurred as a result of the organization, management, promotion or conduct of the Games. The Recipient shall eliminate and pay down any said deficit that may be incurred.

2.9 The Recipient shall use any surplus funds and interest earned thereon, from the organization, management, promotion or conduct of the Games, other than the Funds provided by the Province pursuant to this Agreement and any corresponding interest, according to the surplus legacy plan outlined in the Bid Proposal and further developed by the GOC, as approved by the Recipient and the Province. For greater certainty, the Recipient shall not use any of the Funds provided pursuant to this Agreement or the corresponding interest earned for the surplus legacy fund.

2.10 The Recipient shall keep any surplus funds, other than the Funds provided by the Province pursuant to this Agreement and any corresponding interest, in a surplus legacy fund post Games, to be established by the Recipient, until the said fund is exhausted. For greater clarity, the surplus funds will be divided 2/3 towards the City of Brantford's surplus legacy fund and 1/3 towards the County of Brant's surplus legacy fund.

- 2.11 The Recipient shall not use any surplus funds or interest earned thereon from the Games at any time for the general purposes or operating costs of any municipality, including the Recipient, or of any other third party.
- 2.12 The Recipient shall enter into a Competition Agreement with the Province, ParaSport Ontario and each Provincial Sport Organization or Multi-Sport Organization in the form of agreement as provided by the Province.

3.0 GAMES ORGANIZING COMMITTEE'S RESPONSIBILITIES

- 3.1 The GOC shall be accountable to the Recipient for the organization, management, promotion and conduct of the Games. The GOC, represented and led by the Games Chair, shall follow the Bid Guidelines and shall:
- (a) Establish the organizational structure to plan and operate the Games;
 - (b) Select sub-committee chairpersons;
 - (c) Set and submit to the Recipient for written approval the proposed budget for the Games;
 - (d) Implement management controls as established by the Recipient to ensure that the Games are operated within the Budget; and
 - (e) Manage the day to day operations of the Games.
- 3.2 The GOC and its sub-committees shall provide a minimum of fourteen (14) days advance written notice to the Games Program Advisor of the date, time and location of their meetings by sending copies of the agenda for the said meetings, including all relevant documentation. After all such meetings, the GOC and its sub-committees shall provide copies of the minutes of their meetings, including relevant documentation, to the Games Program Advisor, whether or not the Games Program Advisor attends such meetings.
- 3.3 If a surplus of funds is projected or actually occurs from the organization, management, promotion or conduct of the Games, the GOC shall develop a surplus legacy plan which will outline how any such surplus funds shall be used by the Recipient. The surplus legacy plan shall be submitted to the Recipient and to the Province for approval within 120 days of the Games completion. In the event that the GOC fails to submit a surplus legacy plan, surplus funds shall be considered as an unexpended portion of the Funds and shall be subject to return to the Province.
- 3.4 In developing the surplus legacy plan, the GOC shall follow and foster the goals of the Games, and in particular, shall consider the following goals:
- (a) To increase opportunities for the development of athletes to pursue competitive goals and achieve their personal potential;
 - (b) To develop, promote and enhance amateur sport at the community level; and
 - (c) Surplus funds are not to be used for the general purposes or operating costs of any municipality, including the Recipient, or of any other third party.
- 3.5 The GOC agrees to maintain financial visibility with the Province. A detailed budget including an accurate and current income statement must be provided to the Province on a monthly basis at least one week prior to monthly GOC meetings. Failure to provide these income statements will result in holdback of instalments of Funds.

4.0 THE PROVINCE'S RESPONSIBILITIES

- 4.1 The Province has the right of prior approval of any change in each of the following aspects of the Games:
- (a) Individual sports participating in the Games;
 - (b) Number of Participants;
 - (c) Site selection;
 - (d) The dates of the Games;
 - (e) The schedule of events; and
 - (f) Protocol and ceremonies.

- 4.2 The Games Program Advisor shall act as one of the individuals who comprise the interview selection committee for the General Manager position (if applicable).
- 4.3 The Games Program Advisor shall be entitled to attend all meetings of the GOC and its sub-committees. For greater certainty, such attendance by the Games Program Advisor shall be in an observer capacity only so as to provide the support and expertise as required by section 4.4 of this Schedule. The Games Program Advisor shall not participate or vote in any decisions made by the GOC. The Games Program Advisor shall not be a member of the GOC.
- 4.4 The Province agrees to provide ongoing support and expertise to the Recipient and the GOC and shall provide consultation to all parties involved in the planning, organization, management, promotion and conduct of the Games, to a limit set by the Province in its sole discretion and at its own expense.
- 4.5 The Province shall review, within a reasonable time, the Budget for the Games submitted by the Recipient, and any revisions thereto, and shall review the surplus legacy plan submitted. Upon such review the Province shall, in its sole discretion, approve the Budget and surplus legacy plan, or shall return the Budget and surplus legacy plan to the Recipient for modification and resubmission to the Province.

5.0 PARASPORT ONTARIO'S RESPONSIBILITIES

The Recipient recognizes that ParaSport Ontario has the following rights and responsibilities with respect to the Games:

- 5.1 ParaSport Ontario will provide technical expertise and resources to the Recipient, which includes assistance with scheduling, rules and equipment etc., as well as the transfer of best practices and resources from previous Ontario ParaSport Games.
- 5.2 ParaSport Ontario will select a representative to be entitled to attend all meetings of the GOC and its sub-committees. The representative shall be an ex-officio non-voting member of the GOC.
- 5.3 ParaSport Ontario will provide the Recipient with a minimum of two **Ready, Willing and Able** community outreach sessions leading up to the Games.
- 5.4 The ParaSport representative shall liaise directly with the Games Program Advisor on all Ontario ParaSport Games related business.

6.0 MARKETING AND SPONSORSHIP

- 6.1 The Recipient and the GOC acknowledge the necessity to protect the Province's relationships with its sponsors and suppliers and recognize that the Province will not act to diminish such relationships by reason of the financing of the Games. The Province, for its part, understands the need for the Recipient and the GOC to generate funds for the organization of the Games and will use its best reasonable efforts to support the Recipient and the GOC in this regard, subject to the supervision and control of the Province.

6.0 ADDITIONAL POLICIES

- 6.1 The Recipient shall take all reasonable steps to provide a harassment-free environment at the Games. Without limiting the foregoing, the Recipient shall:
 - (a) Implement human rights policy, either provided by the Province or that currently exists within a municipality, for the Games.
 - (b) Ensure that everyone involved in the Games, including, without limitation, staff, volunteers and all Participants, acknowledge and agree in writing to be bound by an anti-harassment policy in their involvement in the Games.
 - (c) Develop and implement a recruitment policy for new staff and volunteers at the Games which shall include appropriate screening mechanisms for their involvement in order to ensure the

safety of everyone. At minimum, all staff and volunteers (recruited by the Recipient community) at the Games that are in direct contact with Participants of the Games must complete a Police Reference Check with the Vulnerable Sector Screening Program.

- (d) The Recipient agrees that the GOC shall implement all protocols attached to this Agreement as well as any additional policies developed by the Province for the purpose of enhancing the Ontario Games Program, the Recipient's community or the Participants' experiences.
- 6.2 The Province shall have the right to review the above policies and make certain that they are acceptable before the Recipient implements the policies. If the Province is of the opinion that the policies of the Recipient are not acceptable, the Province shall require the Recipient to revise the policies to the Province's and the Recipient's mutual satisfaction.

7.0 INTELLECTUAL PROPERTY AND OWNERSHIP OF MATERIALS

- 7.1 All property including, but not limited to, documents, raw data, research, processes, technology, programs, computer programs, disks, designs, inventions, props, sketches, layouts, copy, commercial material, photographs, films, negatives, plates, videotapes, transcriptions, jingles, slogans, ideas and plans for promotion (collectively referred to as the "Materials") completed or produced, whether in draft or final form, for the Games, and all copyrights, patents, trademarks, industrial design rights, know-how and any other intellectual property rights arising therein are not the property of the Recipient. The Materials are and shall remain the property of the Province. Any agreement that the Recipient enters into with any third party must acknowledge that the Materials are the property of the Province.
- 7.2 The Recipient shall not make any changes to the Materials without the permission and approval of the Province.
- 7.3 Should the Recipient receive the permission or approval to make changes to the Materials, any such changes to the Materials made by any person, including the Recipient, shall be the property of the Province.
- 7.4 The Recipient shall have a licence to use the whole or any part of the Materials for the purposes of this Agreement, and such use includes providing copies to third parties the right to reproduce the Materials. This licence shall expire sixty (60) days after the final day of competition of the Games. The Recipient shall not market or distribute the Materials in or outside Ontario for any profit, directly or indirectly, without the prior written consent of the Province.
- 7.5 Where the Recipient makes a presentation in accordance with this Agreement, the Recipient shall acknowledge the Province as the Funding Partner in the format provided by the Province.
- 7.6 The Recipient shall deliver to the Province, by due and proper assignment under seal, any and all of the rights and releases in the Materials held by it, or any part thereof, including those acquired or to be acquired by it or which may be acquired by it relating to any changes to the Materials or any part of them.
- 7.7 The Recipient shall obtain signed, written releases from anyone engaged by it in the production of any changes to the Materials. If any individual giving a release is under the age of eighteen (18) years, the release shall be signed by a parent or guardian of such individual. Where the best efforts of the Recipient cannot obtain absolute releases, it shall obtain releases fully sufficient to permit the Materials to be used by the Province or others.
- 7.8 The Recipient shall obtain for the Province all applications, acknowledgements, releases, performance rights, consents, element clearances and any other instruments involving the Materials necessary for it to grant to, vest in and convey to the Province or others the rights described in this Agreement.
- 7.9 The Recipient shall assist the Province with any Canadian or foreign patent or trademark application, copyright registration or any other intellectual property claim or interest in relation to the Ontario Games that the Province considers appropriate by providing the Province with any documentation or any other information (both verbal and written) that will assist the Province in its preparation or prosecution of a claim.

- 7.10 The Recipient shall use the Ontario Games signage provided by the Province at all sport venues and accommodation (where possible). The GOC will be required to sign an agreement outlining the requirements for returning signage post Games.
- 7.11 The Recipient warrants and represents neither the Materials nor any of its elements that may be produced by it shall in any way:
- (i) infringe or violate any trademark, patent, trade name, or copyright or any other right of a third party whatsoever, including, but not limited to, any person's right to privacy, or right to publicity, or right to any material; or
 - (i) offend any law, statute, regulation or order of the provincial, federal or municipal governments, including, but not limited to, obscenity, libel and slander, passing off, infringement of copyrights, trademarks, trade names and misappropriation of personality.

SCHEDULE "D"
BUDGET

| | |
|--|------------------|
| Revenues: | |
| Hosting Grant – MTCS | \$60,000 |
| Registration Fees | \$49,500 |
| Municipal Contributions | |
| Brantford Economic Development and Tourism | \$10,000 |
| City of Brantford In-Kind Services | \$22,000 |
| County of Brant Community Services/Tourism | \$5,000 |
| Grants | |
| Brantford Hotel Association | \$10,000 |
| Ontario Trillium Foundation Grant | \$30,000 |
| Sponsorship/Fundraising | \$60,000 |
| Total Revenue: | \$246,500 |
| Expenditures: | |
| Accommodations | \$50,000 |
| Administration | \$7,000 |
| Food Services | \$45,000 |
| Medical | \$1,500 |
| Registration & Accreditation | \$5,000 |
| Sport | |
| Venues | \$33,000 |
| Equipment | \$6,000 |
| Medals | \$5,000 |
| Transportation – Athletes | |
| Internal | \$15,000 |
| External | \$7,000 |
| Volunteers | |
| Recognition Event | \$2,000 |
| Clothing | \$2,500 |
| Recruitment | \$750 |
| Training | \$750 |
| Total Expenditures: | \$225,500 |
| Total Surplus / Projected Legacy: | \$21,000 |

SCHEDULE "E" PAYMENT PLAN

2017 Ontario ParaSport Winter Games Payment Schedule, Key Deliverables & Indicators

| Timeline | Key Deliverable | Key Indicators | Payment Schedule |
|--|--|---|------------------|
| Within 2 months of signing the Agreement | Form Games Organizing Committee Provide Certificate of Insurance | Provide Games Organizing Committee list including names and contact information Provide a copy of the Certificate of Insurance | \$5,000 |
| By 15 months out from the Games | Submit budget for Ministry approval | Budget received | \$5,000 |
| By 12 months out from the Games | Conduct sport venue tours with Provincial and Multi-Sport Organizations Secure accommodation contracts Secure sport venue contracts Launch website Create sponsorship package with target sponsor list | Identify dates and deliver on tours Provide copies of accommodation contracts Provide copies of sport venue contracts Website is live Provide a copy of sponsorship package to MTCS (must be approved by MTCS) with list of sponsors being approached | \$20,000 |
| By 9 months out from the Games | Launch volunteer registration system Secure transportation provider Conduct first one on one meeting with Provincial and Multi-Sport Organization | System launched Provide copy of contract with transportation provider Identify dates and deliver meetings | \$5,000 |
| By 6 months out from the Games | Secured required medical personnel Create meal schedule Create transportation schedule Secure vendors for Opening Ceremonies Identified accommodation allocation by sport Secure required sport equipment Secure food service contracts Identify Sport Venue Managers | Provide names and positions of medical personnel Provide meal schedule Provide transportation schedule Provide copies of contracts with vendors Provide list of accommodation allocation by sport Identify sport equipment, equipment provider and contact information Provide copies of food service contracts Provide list of Sport Venue Managers names and contact information | \$10,000 |
| By 3 months out from the Games | Launch participant registration system Secure medal provider Secure Games Headquarters Establish agenda for Opening Ceremonies | System launched Provide contract for medal provider Identify address for Games Headquarters Provide agenda for Opening Ceremonies | \$10,000 |
| Within 4 months after Games | Submit satisfactory final report | Report received and approved by MTCS | \$5,000 |

SCHEDULE "F"

REPORTING

1.0 INFORMATION REQUIREMENTS AND REPORTS

- 1.1 The Recipient shall submit to the Province financial statements, including an explanation of variances from the budget or any subsequent revisions to the Budget, under the following timelines:
- (a) Quarterly reports from the time period of signing this Agreement to six (6) months prior to the commencement date of the Games;
 - (b) Monthly reports from the time period starting six (6) months prior to Games up to the commencement date of the Games.
- 1.2 The Recipient shall submit to the Province all minutes from meetings of the GOC including reports prepared for or submitted to the GOC and its sub-committees.
- 1.3 The Recipient shall submit to the Province three (3) hard copies and one (1) electronic copy of a final report regarding the Games within one hundred and twenty (120) days of the final day of competition of the Games. The final report shall contain the following:
- (a) the final reports of each of the GOC's sub-committees, and a final report of the GOC about the success of the Games, which reports shall include all elements listed in the Final Report Guidelines provided by the Province.
 - (b) An audited financial statement or a financial review engagement, prepared by a chartered accountant, for every whole or partial fiscal year coinciding with the term of this Agreement. A financial review engagement provides a moderate level of assurance about financial statements. The review consists primarily of inquiries and discussions with management, analyses of information they provide; and only limited examination and testing of systems, procedures and transactions. This can be completed via an internal city audit or external audit.
- 1.4 The Recipient shall submit to the Province any other reports as may be requested in accordance with the timelines and content requirements specified.

SCHEDULE “G” ONTARIO GAMES PROTOCOLS

General Items of Overall Games Delivery

- The Province will conduct an orientation session with each Chair of the Recipient’s GOC.
- The Province will provide a tasks and timelines schedule that the Recipient can use. It will focus on recommended structures, tasks, samples and timelines that have been successful for previous Ontario Games and other provincial level Games across Canada.
- The Recipient will conduct orientation sessions with each member of their sub-committees.
- The Province will provide logo guidelines to Recipient.
- The Recipient will conduct sport venue tours with the Province and PSOs at least one year prior to the Games. Tours will also be provided to the GOC and committee members whose plans affect or are affected by the operations of the sport venue.
- The Recipient will provide progress reports from each Committee four months prior to the Games.
- The Recipient will adopt a human rights policy for Games. The province will provide a sample policy if the Recipient’s municipality does not already have one.
- The Recipient agrees to follow the guidelines on French Language Requirements:
 - It is the responsibility of each committee chair to ensure that the French Language Service Requirements are implemented for their specific area of responsibility. The Chair will have overall responsibility to ensure the implementation of these guidelines.
 - The following Materials must be made available in French and English:
 - Province wide media releases
 - Logos
 - Invitations to Special Events (i.e. – Opening Ceremonies & VIP Receptions)
 - Programs for Special Events
 - Components of the Opening and Closing Ceremonies including Athletes & Officials Oath, National Anthem
 - Bilingual representative available for the duration of the Games to assist with translation requirements
 - Signage
 - Medals
 - Accreditation tags
 - Posters
 - Where inserts are produced for English newspapers, an equivalent must be produced if a French newspaper exists in the community.
 - The following materials do not need to be translated but must indicate ‘This information is available in French upon request’ and in a visual place on the materials:
 - Registration package and forms
 - Officials Games Programs and/or Participant Handbooks
 - Website
 - Tickets
 - For any materials that are not listed above please contact the MTCS for clarification.
- The Province and Recipient agree to arrange quarterly meetings with PSOs to review plans for the Games.

Items Specific to Functional Areas

Accessibility

- The Recipient will ensure:
 - Every doorway that is located in a barrier-free path of travel shall have a clear width of not less than 850 mm (33.5 in.) when the door is in the open position. Ideally doors should be 915 mm (36 in.) wide. Power doors would be an asset.
 - The preferred minimum width for accessible routes (pathways) is 1830 mm (72 in.).
 - Provide an access aisle of 2440 mm (96 in.) wide (minimum of 2000 mm or 78-3/4 in.) and 7000 mm (23 ft.) long, adjacent and parallel to the vehicle pull-up space.
 - Accessible Washrooms be provided at all Venues of the Games. Accessible port-o-lets are also an alternative for sport specific onsite needs.
 - Enough circulation space is available for persons using wheelchairs or scooters in the bedroom, at doorways, at closets and beside the bed, to allow easy access and transfer.
 - Ideal bed height would allow person in wheelchair easy transfer to bed (adjustable bed height is preferable).
 - Bathrooms, washrooms or shower areas be large enough to accommodate persons using mobility aids or a commode chair. Consideration should be given to providing space for a wheelchair accessible shower, in lieu of a standard bathtub. Where a bathtub is provided, a transfer seat, level with the bath rim and at least 380 mm deep (15 in.) is recommended at the end located opposite of the controls. A 915 mm (36 in.) long horizontal grab-rail, mounted at 835 mm (33 in.) high on the long sidewall, is recommended to provide stability in entering, exiting or standing while in the tub.
 - Dining areas be accessible (i.e. main floor, no steps, low counter tops, spacious).
 - Accessible Transportation is provided.

Accommodation

- The Recipient will provide accommodations for all athletes, coaches, managers, officials and provincial sport organization representations under the following guidelines:
 - Accommodations in close proximity creating an Athlete's Village atmosphere (i.e., University residences, close hotels etc.) wherever possible.
 - Participants must be separated by gender within rooms and where possible gender based floors.
 - Coaches and Managers are provided separate accommodations from athletes.
 - Athletes and coaches can be accommodated in a school setting with a maximum of 18 per classroom (based on 30 sq. ft. per participant). The Recipient must be able to provide cots/mattresses/beds.
 - In a standard room at the hotel, one person per bed with a maximum of three athletes per room. In the case of athletes that are daily chair users, only two athletes can be accommodated in a standard hotel room. If hotel rooms are larger, the number of athletes per room can be increased if approved by the Province.
 - Due to varied sport schedule no more than one team or sport can be roomed together, participants must be separated by sport, team or region.
 - Provincial sport organization representative will be provided with a separate room at the Athlete's Village unless otherwise agreed upon by PSO, the Recipient and the Province.
- The Recipient will provide all linens and pillows for participants.
- The Recipient will provide at minimum of single bed – 39" x 75" with a mattress thickness of at least 5 inches for each participant.

- The Recipient will provide rooming list forms to the PSOs following the registration deadline.
- The Recipient will provide accommodations to all participants for the duration of the Games from Opening Ceremonies to the morning of the final day of the participant's competition.
- The Recipient will provide security during the overnight hours at all accommodations during the Games. PSO Reps, Coaches and Manager will assist in the supervision of athletes.
- Curfew is 10:00pm for all participants residing in the Ontario Games accommodations with lights out at 11:00pm. Coaches and managers will be the main individuals responsible for implementing the curfew, the recipient security will provide support implementing curfew.
- The Recipient will provide an accommodation plan for family and friends of participants 120 days prior to the start of the Games.

Administration

- The Recipient will adopt their Municipal Risk Management policy.
- At the discretion of the Recipient, a contract can be negotiated with a souvenir company to deliver and provide souvenirs for the Games. All souvenir designs would be subject to approval by the Province. All funds raised through souvenir sales must be included in the budget.
- The Recipient can charge an admission fee for all Ontario Games events for individuals who are not participating in the Games.
- The Recipient is responsible for sourcing out a French Language Service provider and ensuring French Language guidelines are adhered to in all aspects of the Games.

Games Headquarters

- The Recipient will establish a Games Headquarters prior to the start of the Games. The headquarters must include:
 - A direct phone number prior to and after the Games and include multiple phone lines during the Games.
 - Sufficient space available for all necessary committee areas including, but not limited to security, transportation, results, communications, General Manager and Games staff.
- The Recipient will operate the Headquarters on a 24-hour basis from the day prior to Opening Ceremonies until the last day of competition. If participants must stay beyond the last day due to flight availability and schedules, the headquarters phone must be forwarded on to a key contact OR the voice message must provide an alternative phone number to call.

Finance

- The Recipient will provide the Province with a copy of the financial statements on a monthly basis with an explanation of any variances from the approved or revised budget. Consistent with the reporting process identified in Schedule F – Reporting.

Food Services

- The Recipient will provide participants with a menu that reflects the nutritional needs of the participants. Ensuring that each meal provide a variety of foods that are rich in grains, protein, vegetables and fruit.
- Special dietary restrictions must be collected by the Recipient through registration and alternative arrangements made if planning meals are not sufficient.
- The Recipient will follow Food Safe standards for all food preparation and specifically for any boxed lunches that are transported and stored at venues.
- Boxed lunches must be provided by the Recipient to participants whenever competition schedules do not allow for the ability to travel back to the accommodations or designated meal location.

- The Recipient will provide all menu plans to the Province for approval 120 days prior to the Opening Ceremonies.
- Alternative sport specific meals may be requested by the PSO and at the approval of the Recipient and the Province.

Sponsorship and Fundraising

- The Government of Ontario as represented by the Ministry of Tourism, Culture and Sport shall be named the official Funding Partner of the Games. The Province should be acknowledged before any other sponsor of the Games. No other sponsor should receive more recognition than the Government of Ontario. The Recipient will provide a plan for sponsorship acknowledgement to the Province for approval. The Province all retains the right to approval and Title or Presenting Sponsor of the Games.
- The Recipient will provide the Province with the most prominent exposure on all collateral materials. Under no circumstance shall the acknowledgement of the Province be less favourable than that granted to any other sponsor.
- The Province shall participate in the manner it chooses and in its sole discretion, in the development of any supplemental marketing/sponsorship plan which the Recipient propose with respect to supporters of the Games, including categories to be offered and the rights they grant. The Province shall approve in writing any marketing/sponsorship plan prior to its implementation.
- The Recipient is responsible for all advertising, publicity and signage related to the Games, approval from the Province must be attained prior to production.
- The Recipient will provide the Province with the following methods of recognition:
 - Ad/Logo in event publications, participant handbooks
 - Space for Provincial information at Information Booths.
 - Logo at Registration and Information Booths.
 - Promotional Material provided by the Province to be distributed to all participants e.g., in participant handbags
 - Placement of the Province and Games logos hyperlinked on websites related to the Games.
 - All signage at the Ontario Games must include the Province logo including any signage recognizing other sponsors of the Games.
- The Recipient will provide an opportunity for the Province to send a representative to speak at every event leading up to and throughout the duration of the Games. Events could include but are not limited to:
 - Opening & Closing Ceremonies
 - VIP Reception
 - Countdown events e.g., 100 Day, 1 Year etc.
 - Medal Presentations
- The Recipient will provide an opportunity for the Province to participate in any and all Press Conferences and provide quotations for any press releases such as host announcement, media advisories, Games conclusion release.
- The Recipient will include all cash and value in-kind sponsorship raised must be included in the overall budget (either designated to a specific Committee or under Sponsorship & Fundraising).
- The Recipient will comply with restrictions to the inclusion of alcohol sponsors. Tobacco companies are not permitted to be recruited as Sponsors.

Medical

- The Recipient will ensure all medical staff and volunteers complete and submit a Medical Incident report at any point a medical assessment or treatment is conducted on a participant in the Games or a spectator at the venue.
- The Recipient will develop a consent for treatment form that must be completed by individuals who require treatment during the Games.
- The Recipient is responsible for collecting and reviewing all Medical Incident Reports.
- The Recipient will provide medical coverage appropriate to the sport at all venues. Sport Technical Packages provided by the PSOs will provide this information.
- Medical coverage by the Recipient will be provided during at both training and competition venues unless indicated otherwise by the PSO.
- The Recipient will develop a policy for the removal of an injured athlete from competition; the policy must be communicated to all PSOs at least one month prior to the Games.
- Medical Guidelines will be provided by the Province to the Recipient to assist in Medical operations.

Promotions

- All promotional material developed by the Recipient is subject to approval by the Province.
- All photographs taken by the Recipient during the Games are the property of the Province and can only be used for the purpose of promoting the Ontario Games Program.
- The Recipient permits each PSO to have access to their sport's photographs at no Cost.
- The Recipient permits parents and PSOs to be on site taking photos during the Games. These photos can be used to promote their sport.
- The Recipient will develop a Games website for the purpose of communicating information to Games participants and the public.

Registration

- The Province will provide registration software at no cost to the Recipient. The Province, ParaSport Ontario and Recipient will work together on the registration template and information to be collected.
- The Recipient will open registration a minimum of one month prior to the registration deadline. The registration deadline will close at the latest three weeks prior to the Games.
- The Recipient will communicate the on-site registration and accreditation process to PSOs no later than one week prior to the Games.

Security

- Curfew is 10:00pm for all participants residing in the Ontario Games accommodations with lights out at 11:00pm. Coaches and managers will be the main individuals responsible for implementing the curfew, the recipient security will provide support implementing curfew. Security will contact coaches/managers and GOC chairs regarding any concerns with Games Participants.
- The Recipient will record all incidents on an Incident Report Forms. A copy of all incident report forms will be provided to the GOC and the Province.
- The Recipient will report any incident requiring local emergency services or cannot be handled by Coaches/Managers to GOC Chair and the Provincial representative on-site.
- The Recipient will provide appropriate storage for all Target Sports Equipment (if applicable and provide details of storage to respective PSOs prior to the Games.

Special Events

- The Recipient may sell tickets for any Opening or Closing Ceremonies.
- A VIP reception may be hosted by the Recipient during the Games. The Province will provide a list of VIPs that have to be invited to the Games.
- The Province will designate a representative from the Ministry of Tourism, Culture and Sport to speak first at the Opening or Closing Ceremonies. As well, the Province will designate a representative to speak at any other events.
- The Recipient will provide information and itineraries for all special events in advance to the Province.
- The Province may invite special guests such as Ministry representatives, past and future Ontario Games hosts to tour during the Games, seeing venues and talking with athletes, GOC members and other VIPs.

Sport

- The Recipient will provide at its expense, the venue that meets the Sport Technical Package submitted by the PSO.
- The Recipient will provide any equipment the PSO cannot provide for competition, if equipment is not available locally the Recipient will arrange for the transportation for equipment from other communities.
- A local Venue Manager will be provided by the host community for each sport who is responsible for working with the Sport Manager (assigned by the PSO) prior to and during the Games.
- The Recipient will provide gold, silver and bronze medals as identified by the PSO in their Sport Technical Package.
- The Recipient will provide opportunities for representatives from the Province and ParaSport Ontario to present medals during the Games.
- The PSO is responsible for sport rules and other technical information. The Recipient will work the Province, ParaSport Ontario and the PSO should any needs be identified that are essential to competition.
- The start and complete date of each competition is set by the PSO and approved by the Province and ParaSport Ontario. The Recipient is inform of any changes in competition dates as they occur.
- A joint decision between the Province, ParaSport Ontario, Recipient and the PSO will be made if schedule events are postponed or cancelled.
- The Recipient will manage the recording and reporting of results. Updated results must be placed on the Ontario Games website as competitions are completed. The PSO will inform the Recipient on the best way results should be reported.

Transportation

- The Recipient will provide transportation for Games participants upon their arrival to the host community.
- Transportation to and from host community's airport/train/bus station to accommodation must be provided by the Recipient.
- Participant transportation to and from venues (Sport and Ceremony) and accommodations must be provided by the Recipient.
- The Recipient will adopt the Ontario Games External Travel Policy provided by the Province.

Volunteers

- The Recipient will ensure a vulnerable sector check is conducted for volunteers who work in a role that has direct contact with Games participants. At a minimum, the Recipient will conduct a Vulnerable Sector Check for the following volunteer roles:
 - Games Organizing Committee Members
 - Accommodations including any volunteers with access to the participant accommodations at any time.
 - Sport venue volunteers with access to participant dressing rooms.
 - Medical Services
 - Security
 - Any volunteers accessing personal information, e.g., registration database.
- The Recipient at their discretion can require other volunteer positions to complete a Vulnerable Sector Check.
- The Recipient will ensure all volunteers who do not complete a Vulnerable Sector Check complete the Volunteer Boundary Form as provided by the Province. The Recipient will keep all Volunteer Boundary Forms on file for seven years.
- The Recipient is responsible for providing all volunteers required to operate the Games including Minor Officials identified by Sport Technical packages.

Critical Incident Protocols

In the event of a critical incident, procedures will be followed in the attempt to address the situation with the individual(s) and the sport involved as efficiently and effectively as possible. The following list of procedures will happen simultaneously:

- Contact the GOC Chair, ParaSport Ontario representative and Games Program Advisor. The GOC Chair will act as the spokesperson and all media requests will be handled by the spokesperson.
- The first person to know about the incident should contact the Ontario Games Headquarters. The headquarters volunteer should follow the instructions outlined below (which should be posted in an accessible location at Headquarters). Phone numbers for GOC Chair and Games Program Advisor should not be given out; please relay the information to them.
- If necessary, a briefing will be arranged by the GOC Chair, ParaSport Ontario representative and Games Program Advisor at Games Headquarters and the necessary Committee Chairs will be contacted to attend the meeting.
- The Games Program Advisor will notify the Manager, Games Program Unit and Ministry of Tourism, Culture and Sport representatives.
- The Headquarters will notify all Committee Chairs and inform them that any inquiries should be directed to the Headquarters.
- A written statement will be prepared for distribution to all committee members and volunteers.
- The Chair of Security will act as a liaison between the GOC Chair, ParaSport Ontario representative and Games Program Advisor and the local police department.
- If appropriate, the Promotions Committee may prepare a Press Release or Media Conference at the direction of the GOC Chair.
- Sport and Venue Managers will ask all volunteers to refrain from commenting to the media from the site of the incident in order to protect the identities of the parties involved.
- In the event that the incident takes place at a sport venue, the GOC Chair, Games Program Advisor, ParaSport Ontario representative, Chair of Sport and Sport Manager will determine if the competition should continue.
- The GOC Chair, ParaSport Ontario representative and Games Program Advisor will visit the venue when reasonably possible.
- The GOC Chair will contact the Participant's family.

SCHEDULE "H"
2015-2017 ONTARIO GAMES BID GUIDELINES

(attached)

SCHEDULE "I"
CITY OF BRANTFORD-COUNTY OF BRANT BID PROPOSAL

(attached)