

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the day of 2019

BETWEEN :

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

(the “Province”)

- and -

The Corporation of the City of Brantford

And

The Corporation of the County of Brant

(Collectively, the “Recipient”)

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 are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Payment Plan
Schedule “F” - Reports
Schedule “G” - Ontario Games Protocols
Schedule “H” - 2018-2021 Ontario Games Bid Guidelines
Schedule “I” - Brantford/County of Brant Bid Proposal and
any amending agreement entered into as provided for in section 4.1,
constitutes the entire agreement between the Parties with respect to the subject
matter contained in the Agreement and supersedes all prior oral or written

representations and agreements. Other than as expressly contained in this Agreement, the Parties are not bound by any representations, collateral agreements, warranties, terms, undertakings, understandings or conditions (whether express or implied).

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 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.

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) 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.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

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

Date

Name:
Title:

The Corporation of the City of Brantford

Date

Name:
Title:

I have authority to bind the Recipient.

The Corporation of the County of Brant

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **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.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“Bid Guidelines” means the *2018-2021 Ontario Games Bid Guidelines and Appendices - Ontario 55+ Games*, attached to the Agreement as Schedule “H”, with which the Recipient must comply.

“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.

“Competition Agreement” means an agreement between the Province, the Recipient and the Provincial Sport Organizing that will govern and operate the sport at the event.

“Contingency Fund” means the portion of the Funds the Province provides to the Recipient pursuant to this Agreement that is identified as a contingency to

cover any deficit incurred by the Recipient.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry 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 Recipient pursuant to the Agreement.

“Games” means the 2021 Ontario 55+ Winter Games.

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

“General Manager” means the person selected by the Recipient to manage the day-to-day planning and operations of the Games.

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

“GOC Sub Committee Chair” means the individuals selected by the Recipient to manage a specific functional area of the Games.

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

“Legacy Fund” means any funds remaining from the operation of the Games including any unspent portion of the Contingency Fund.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“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 pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

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

“Ontario Games Program” means the activities and multi-sport events operated by the Province.

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

“Project” means the undertaking described in Schedule “C”.

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

“Visual Identify Guidelines” means the standards and rules on how the Ontario Games Logos may be used.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply 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
- (d) 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.

A2.2 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.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (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 to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule "E"; and

- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient, or where the Recipient is comprised of more than one entity, in the name of one of such entities.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (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 Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (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 A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with 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;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in

an interest bearing account in the name of the Recipient, or where the Recipient is more than one entity, in the name of one of such entities at a Canadian financial institution.

A4.5 **Interest.** If the Recipient 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 Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **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
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **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 provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, 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.

A6.3 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.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for 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 section A17.1, any other reports with respect to the Project 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.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds 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 or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province’s expense, upon twenty-four hours’ Notice to the Recipient and during normal business hours, enter upon the Recipient’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, any authorized representative, or any 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 A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **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 records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project in a form and manner as directed by the Ontario Games Protocols in Schedule G; and

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province. The Recipient shall further adhere to the requirements of the Ontario Games Protocols in Schedule G regarding any of its Project-related publications.

A8.3 **Advertising.** All advertising, publicity and signs relating to the Games shall be the responsibility of the Recipient, with the exceptions noted in Schedule G. All such materials must be in accordance with the requirements of the Ontario Games Protocols in Schedule G.

A8.4 **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, c. F.32. The Recipient agrees to abide by the French language requirements set out in the Ontario Games Protocols in Schedule G.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will 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 Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, 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 provided for in Schedule "B" per occurrence. The insurance 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.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 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.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; 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 Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(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.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 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 A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, 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.

A13.2 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 further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient 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 from the Recipient payment of the unspent Funds; and

- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient 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 Recipient pay an amount equal to the excess Funds to the Province.

A16.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in Schedule "B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay 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 Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **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 provided for Schedule "B", or as either Party later designates to the other by Notice.

A17.2 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.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

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

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 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.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 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.

A20.0 WAIVER

A20.1 Waiver Request. Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 Waiver Applies. Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient 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.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **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.

A23.0 GOVERNING LAW

A23.1 **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.

A24.0 FURTHER ASSURANCES

A24.1 **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.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **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.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (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.

A28.0 SURVIVAL

A28.1 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, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ 235,000
Expiry Date	September 30, 2021
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	N/A
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Ministry of Heritage, Sport, Tourism and Culture Industries Address: 777 Bay St. 18 th Floor Attention: Ryan Albright Fax: 416-314-7458 Email: Ryan.Albright@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Ela Stypa Jones, City of Brantford Position: Sport Tourism Coordinator Address: 399 Wayne Gretzky Parkway, Brantford, ON Fax: 519-751-2617 Email: estypajones@brantford.ca Name: Donna Clements, County of Brant Position: Tourism Coordinator Address: 31 Mechanic St. Suite 207, Paris, ON Fax: None Email: donna.clements@brant.ca
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	Name: Paul Moore, City of Brantford Position: GM Community Development Address: 100 Wellington Square, Brantford, ON Fax: 519-752-1874 Email: PMoore@brantford.ca Name: Alison Newton, County of Brant Position: GM Strategic Initiatives Address: 31 Mechanic St. Suite 207, Paris ON Fax: None Email: alison.newton@brant.ca

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”, “G”, the requirements of Schedules “A”, “B”, “C”, “D”, “E”, “F” or “G” shall prevail.

**SCHEDULE “C”
PROJECT**

C1. THE GAMES

- 1.1 The Recipient shall organize, manage, promote and conduct the Games from February 11 to 13, 2021 in the City of Brantford and County of Brant in accordance with this Agreement. Activities related to the Games including sport schedules may extend before and after the dates of the Games.

C2. 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 and, in consultation with the Recipient, are subject to change at the direction of the Province throughout the planning process.
- 2.2 The Recipient may charge each Participant who attends the Games a registration fee. Final registration fee structure to be determined by the Province.
- 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 Program Consultant to all meetings of the GOC and agrees to provide dates of its sub-committee meetings, as requested by the Program Consultant.
- 2.4 The Recipient shall conduct a General Manager recruitment process in accordance with the hiring practices of one of the Recipients. In the event an interview process is conducted, the Program Consultant shall act as one of the individuals on the selection committee.
- 2.5 The Recipient shall provide office administration assistance and meeting space to the GOC, free of charge.
- 2.6 The Recipient shall obtain and maintain adequate office facilities and equipment, including computer hardware, software and firmware, for the efficient organization, management, promotion and conduct of the Games.
- 2.7 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.
- 2.8 If at any time it appears that a deficit may occur and the Contingency Fund is needed to be used, the Recipient shall immediately notify the Province and shall

propose a revision of the Budget. The Recipient shall submit any such revised Budget to the Province for written approval prior to implementing the revised Budget. This process will repeat itself each time the Contingency Fund is used until the Fund has been exhausted. If the Contingency Fund is exhausted, the Recipient must propose a revision of the Budget to prevent any further deficit from occurring.

- 2.9 At the conclusion of the Games, the Recipient shall keep any remaining portion of the Contingency Fund and any surplus funds in a Legacy Fund to be established by the Recipient until the Legacy Fund is exhausted.
- 2.10 The Recipient shall use the Contingency Fund and the Legacy Fund and interest earned thereon, from the organization, management, promotion or conduct of the Games according to the legacy plan developed by the GOC, as approved by the Recipient and the Province.
- 2.11 The Recipient shall not use any portion of the Contingency Fund, Legacy Fund, or 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 conduct an economic impact assessment for the Games and provide results to the Province either on their own or as part of the final report.

C3. 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 seven (7) day notice to the Program Consultant of the date, time and location of their meetings by sending copies of the agenda and all relevant documentation for said. After such meetings, the GOC and its sub-committees shall provide copies of the minutes of their meetings, including relevant documentation, to the Program Consultant, whether or not the Program Consultant attends such meetings.
- 3.3 If a Legacy Fund is projected or occurs from the organization, management, promotion or conduct of the Games, the GOC shall develop a legacy plan which will outline how any such funds shall be used by the Recipient. The legacy plan

shall be submitted to the Recipient and to the Province for approval within 120 days of the completion of the Games. In the event that the GOC fails to submit a legacy plan, any unspent portion of the Contingency Fund shall be considered as an unexpended portion of the Funds and shall be subject to return to the Province.

- 3.4 In developing the 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) 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 quarterly/monthly, as outlined in Schedule F – Reporting and as requested. Failure to provide income statements will result in holdback of instalments of Funds.

C4. THE PROVINCE'S RESPONSIBILITIES

- 4.1 The Province has the right of prior approval of any change to 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 Program Consultant shall act as one of the individuals who comprise the interview selection committee for the General Manager position.
- 4.3 The Program Consultant shall be entitled to attend all meetings of the GOC and its sub-committees. For greater certainty, such attendance by the Program Consultant shall be in an observer capacity only to provide the support and expertise as required by section 4.4 of this Schedule. The Program Consultant shall not participate or vote in any decisions made by the GOC. The Program Consultant 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 legacy plan submitted. Upon such review the Province shall, in its sole discretion, approve the Budget and legacy plan, or shall return the Budget and legacy plan to the Recipient for modification and resubmission to the Province.

C5. ONTARIO SENIOR GAMES ASSOCIATION's ("OSGA") RESPONSIBILITIES

The Recipient recognizes that the OSGA has the following rights and responsibilities with respect to the Games and shall comply with the OSGA's rights and responsibilities as follows:

- 5.1 The OSGA has the right of prior approval of any change in each of the following aspects of the Games:
- 5.2
- (a) events sanctioned in the Games;
 - (b) breakdown of Participants per sport/district not exceeding 986; and
 - (c) the schedule of events and tournament/event drafts.
- 5.3 The OSGA shall provide the GOC with OSGA's policies and guidelines as it related to the Games and the OSGA shall communicate to the GOC all policies and procedures related to the Games, as it relates to OSGA.
- 5.4 The OSGA Representative shall be entitled to attend all meetings of the GOC and its sub-committees. The OSGA Representative shall be an observer capacity only so as to provide support and expertise to the GOC.
- 5.5 The OSGA Representative shall report and provide updates to the OSGA Board and Council as well as liaise with the Province.
- 5.6 The OSGA shall:
- (a) Provide the Recipient with sport technical packages and district contact information.
 - (b) Provide the Recipient with the technical expertise and resources, which includes assistance with scheduling, rules, equipment, etc. as well as transfer of best practices and resources from previous Games.
 - (c) Host a minimum of one sport technical meeting which shall include all sport technical convenors. The rules committee chair or designate shall provide support to the GOC sport technical committee and sub-committee members and shall attend scheduled meetings with the GOC sport technical chair(s).

(d) Have final approval of all tournament drafts and schedules prior to implementation by the Recipient.

5.7 The OSGA reserves the right to make changes/additions to the list of sports or disciplines within a sport by the OSGA AGM in October 2019.

C6. MARKETING AND SPONSORSHIP

6.1 The Recipient acknowledges 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 to generate funds for the organization of the Games and will use its best reasonable efforts to support the Recipient 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 a human rights policy, developed for by the GOC, or use one 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 for 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, 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 to enhance 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, hard drives, storage devices, 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 and the right to reproduce the Materials. This licence shall expire six months 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 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 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
 - (ii) 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.
- 7.11 The Recipient shall use the Games signage provided by the Province at all sport venues and accommodations (where possible). The GOC will be required to submit a plan to accept delivery of signage and store signage before and during the Games, and return, store signage and prepare for pick up post Games. All signage will be delivered and picked-up from a central location determined by the Recipient. The Recipient will be responsible for deploying to and picking-up signage from each Games venue and accommodation location. The GOC will be required to agree to a memorandum of understanding outlining the requirements for returning signage post Games.

SCHEDULE "D"
BUDGET

Revenue	Budget	In-Kind
Hosting Grant – Ministry of Heritage, Sport, Tourism and Culture Industries	210,000	
Hosting Grant – Ministry of Heritage, Sport, Tourism and Culture Industries (legacy/contingency)	25,000	
Registration Fees	160,000	
Municipal Contributions – City of Brantford	15,000	
Municipal Contributions – County of Brant	7,500	
Municipal Contributions – Brantford Transit		40,000
Municipal Contributions – Brantford Communications & Community Engagement		9,000
Grants	10,000	
Souvenir Sales	5,000	
Sponsorship	20,000	2,100
Tradeshaw Booths	1,500	
Total Revenue	454,000	51,100

Expenses	Budget	In-Kind
Accommodations	135,000	
Food Services	74,350	
Games Organizing Committee Administration	103,867	
Marketing/Communications/Promotions	47,550	9,000
Medals	9,300	
Medical	1,000	
Registration/Accreditation	8,320	
Special Events	13,813	2,100
Sport Logistics	17,700	
Transportation	11,200	40,000
Volunteers	6,900	
Legacy/Contingency	25,000	
Total Revenue	454,000	51,100

SCHEDULE "E"
PAYMENT PLAN

Timeline	Funding Year	Key Activities	Key Indicators	Payment Schedule
Upon signing the Transfer Payment Agreement with the Province	19/20	Form Games Organizing Committee	Provide Games Organizing Committee list including names and contact information	\$60,000
		Provide Certificate of Insurance	Provide a copy of the Certificate of Insurance	
		Secure office space for General Manager	Provide address of office space	
		Submit budget for Ministry approval	Budget received and approved	
By 12 months out from the Games	19/20	Conduct sport venue tours with Ontario Senior Games Association and GOC	Identify dates and deliver on tours	\$67,000
		Launch website	Website is live	
		Create sponsorship package with target sponsor list	Provide a copy of sponsorship package with a list of sponsors being approached	
		Conduct orientations with all GOC Chairs	Orientations with Ministry completed for each GOC Chair	
By 9 months out from the Games	20/21	Launch volunteer registration system	System launched	\$30,000
		Hire General Manager	Provide signed General Manager contract	
		Secure sport venue contracts	Provide copies of all sport venue contracts	
		Secure accommodation contracts	Provide copies of all accommodation contracts	
		Secure transportation provider	Provide copy of contract with transportation provider	
		Identify accommodation allocation by sport	Provide list of accommodations allocated by sport	
Secure sport managers	Provide list of sport managers with names and contact information			
By 6 months out from the Games	20/21	Create medical plan	Provide medical plan with level of medical coverage for all sport and non-sport venues	\$30,000
		Create meal schedule	Provide meal schedule	
		Secure food service contracts	Provide copies of food service contracts	
		Create transportation schedule	Provide transportation schedule	

		Secure vendors for opening ceremony	Provide copies of contracts with vendors	
		Secure required sport equipment	Identify sport equipment, equipment provider	
		Create security plan	Provide security plan for all sport venues, accommodations and special event sites	
By 3 months out from the Games	20/21	Launch Participant registration system	System launched	\$23,000
		Secure medal provider	Provide contract for medal provider	
		Secure Games headquarters location and create plan	Provide contract for Games headquarters location and operational plan	
		Create food menus	Provide menus for all meals for food service providers.	
		Establish run-of-show for opening ceremony	Provide run-of-show for opening ceremony	
		Secure Games warehouse/storage location	Provide contract for warehouse/storage location	
		Create logistics plan	Provide plan and master delivery schedule	
		Create volunteer training plans	Provide volunteer training materials	
		Create Participant handbook development schedule	Provide Participant handbook development schedule	
		Signage deployment/retrieval plan	Provide signage plan	
By 4 months post Games	21/22	Complete post-Games Economic Impact Assessment	Provide economic impact report	\$25,000
		Create and implement legacy plan	Provide legacy plan	
		Conduct post-Games debriefs with OSGA and the Province.	Complete post-Games debriefs	
		Submit satisfactory final report	Report received and approved by Ministry	

SCHEDULE "F"
REPORTS

F1. INFORMATION REQUIREMENTS AND REPORTS

- 1.1 The Recipient shall submit financial statements to the Province, 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; and
 - (c) As requested by the Province.
- 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 one (1) hard copy and one (1) electronic copy of a final report regarding the Games within four (4) months 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 outlining the successes and challenges of the Games. Reports shall include all elements listed in the final report guidelines provided by the Province.
 - (b) An audited financial statement prepared by a chartered accountant or a financial review engagement, for every whole or partial fiscal year coinciding with the term of this Agreement.
- 1.4 The Recipient shall submit to the Province an economic impact report within four (4) months of the final day of competition at the Games, unless the Province has approved a different deadline.
- 1.5 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 sub-committee chair of the GOC.
- The Province will provide supporting documents that the Recipient can use. They will focus on recommended structures, tasks, samples and timelines that have been successful for previous 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 logos and the Visual Identity Guidelines to the Recipient.
- The Recipient will conduct venue tours with the Province and OSGA 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 Games venue.
- The Recipient will adopt a human rights policy, recruitment policy and code of conduct for the Games.
- The Recipient agrees to follow the guidelines on French language Requirements:
 - It is the responsibility of each sub-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 as directed by the Program Consultant:
 - § Province wide news releases
 - § Logos
 - § Invitations to special events (i.e. – opening ceremony & VIP reception)
 - § Programs for special events
 - § Components of the opening ceremony including, athletes’ & officials’ oaths, and national anthem
 - § Bilingual representative available for the duration of the Games to assist with translation requirements
 - § Signage
 - § Medals
 - § Accreditation tags
 - § Posters
 - § Website
 - § Participant handbook
 - § Social media content
 - § 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’ in a visual place on the materials:

- § Registration package and forms
- § Official Games programs
- § Volunteer training manual
- § Tickets
- For any materials that are not listed above, please contact the Program Consultant for clarification.

Items Specific to GOC Sub Committee Areas

Accommodation

- The Recipient will provide accommodations for all Participants, district coordinators and OSGA representatives under the following guidelines:
 - Accommodations are in close proximity, creating an athletes' 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; unless in a dormitory style setting where two or more adults may be accommodated with minors and is subject to the approval of the Province.
 - Coaches and managers of opposite genders cannot share rooms with athletes or be within a unit of the opposite gender.
 - 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 a hotel, one person per bed with a maximum of three athletes per room. If hotel rooms are larger, the number of athletes per room can be increased if approved by the Province.
 - Due to varied sport schedules, no more than one team or sport can be roomed together, and Participants must be separated by sport, team or district.
- The Recipient will provide all linens and pillows for Participants.
- The Recipient will provide at minimum of a 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 OSGA. The Recipient will provide accommodations to all Participants for the duration of the Games from opening ceremony to the morning of the final day of the Participant's competition. Additional nights of accommodation may be required due to travel schedules of Participants, as determined by the Province.
- The Recipient will provide security during the overnight hours at all accommodations during the Games. Coaches and managers will assist in the supervision of athletes.
- Curfew is 10:00 pm for all Participants residing in the Games accommodations with lights out at 11:00 pm. Coaches and managers will be the main individuals responsible for implementing the curfew, the Recipients' security will provide support implementing curfew.

Administration

- The Recipient will adopt a risk management policy approved by the host community.
- 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 are 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 Games events for individuals who are not participating in the Games.

Games Headquarters

- The Recipient will establish a Games headquarters prior to the start of the Games. The Games headquarters must include:
 - A direct phone number to headquarters prior to and after the Games, and include multiple landline phone lines and phones during the Games.
 - Sufficient space available for all necessary committee areas.
- The Recipient will operate Games headquarters from the day prior to the Opening ceremony until the last day of competition. Headquarters must be staffed from 7 a.m. to 10:00 p.m. each day. Outside those times the headquarters phone number must be forwarded to a key contact. If Participants must stay beyond the last day of competition due to travel schedules, the headquarters phone must be forwarded to a key contact until all Participants have left the Games accommodations.

Finance

- The Recipient will provide the Province a detailed budget, including an accurate and current income statement quarterly/monthly basis as outlined in Schedule F – Reporting and as requested.

Food Services

- The Recipient will provide Participants with a menu that reflects the nutritional needs of the Participants; ensuring that each meal provides 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 planned meals are not sufficient.
- The Recipient will follow food safety standards for all food preparation and specifically for any boxed lunches that are transported and stored at venues.
- Meals must be provided by the Recipient from dinner on opening ceremony day to lunch on the last day of competition.
- 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 at least four (4) months prior to the Opening ceremony.
- Alternative sport specific meals may be requested by the OSGA and at the approval of the Recipient and the Province.

Sponsorship and Fundraising

- The Government of Ontario, as represented by the Ministry of Heritage, Sport, Tourism and Culture Industries 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 retains the right to approve any 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 sponsorship plan which the Recipient proposes with respect to supporters of the Games, including categories to be offered and the rights they grant. The Province shall approve in writing any sponsorship plan prior to its implementation.
- The Recipient is responsible for all advertising, publicity and signage related to Games' sponsorship. Approval from the Province must be obtained prior to production.
- The Recipient will provide the Province with the following methods of recognition:
 - Ad/logo in event publications, and Participant/volunteer 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 and listed on social media platforms related to the Games.
 - All signage at the Games must include the Province's logo, including any signage recognizing other sponsors of the Games.
 - Any other instances where sponsors and/or funders are being recognized or listed.
- 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:
 - Countdown events (e.g., 100 Day, 1 Year, etc.)
 - VIP reception
 - Opening ceremony
 - Medal presentations
- The Recipient will include all cash and value-in-kind sponsorship raised in the overall Budget (either designated to a specific committee or under the sponsorship committee).
- The Recipient will comply with restrictions to the inclusion of alcohol sponsors. Tobacco and marijuana companies are not permitted to be recruited as sponsors.
- The Recipient will submit sponsorship lists throughout the Games planning process for approval by the Province.

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 of the Games or a spectator at a Games site. Reports must be shared with the Province and GOC upon request.
- 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. Venue specifications provided by the Province and OSGA will provide this information.
- Medical coverage by the Recipient will be provided at both training and competition venues, unless indicated otherwise by the Province.
- If the Province does not specify level of medical coverage, the Recipient will assign a dedicated first aid volunteer to the sport's venue site.
- The Recipient will develop a policy for the removal of an injured athlete from competition. The policy must be communicated to the Province and OSGA at least one (1) month prior to the Games.
- The Recipient will provide a list of medical coverage for each venue and sport no later than six (6) months prior to the opening ceremony.

Marketing & Communications

- All promotional materials developed by the Recipient must adhere to the Visual Identity Guidelines and are 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 the OSGA to have access to their sport's photographs at no cost.
- The Recipient permits Participant's family and OSGA to be onsite 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.
- The Recipient will create a signage plan for the Games, including identifying a central location for signage storage and a means to transport signage to and from the identified central location and Games venues.
- The Province will provide the Recipient with an inventory of signage that will be delivered to a central location that must be used for the Games and set up prior to the start of each sport training and/or competition.
- The Recipient is responsible for the replacement or repair of any lost or damage signage provided by the Province.
- The Province will provide two mascot appearances to promote the Games prior to the Games start date. The Province will provide and manage mascot appearances at its discretion during the dates of the Games.
- The Recipient is responsible for sourcing a French language service provider and ensuring French language guidelines are adhered to in all aspects of the Games.

- 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.

Registration

- The Recipient will source a system to collect Participant registrations. The Province and Recipient will work together on the registration template and information to be collected.
- The Recipient will open registration a minimum of two months prior to the registration deadline.
- The Recipient will communicate the on-site registration and accreditation process to Participants and the OSGA no later than two (2) weeks prior to the Games.

Security

- Curfew is 10:00 pm for all Participants residing in the Games accommodations, with lights out at 11:00 pm. Coaches and managers will be the main individuals responsible for implementing the curfew, and the Recipients' security will provide support implementing curfew. Security will contact the Province, OSGA and the GOC regarding any concerns with Participants.
- The Recipient will record all incidents on an incident report form. 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 that cannot be handled by coaches/managers to Games headquarters.
- The Recipient will provide appropriate storage and necessary security for all sports equipment and provide details of storage to the Province and OSGA prior to the Games.
- The Recipient will provide on-site security at sport venues where sport equipment is stored as required by the OSGA.
- The Recipient will provide security at special events venues including the Opening ceremony.

Special Events

- The Recipient may sell tickets for the opening ceremony.
- 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 reception in addition to those identified by the GOC.
- The Province will designate representatives from the Province to speak first at the opening ceremony. 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 upon request by the Province.
- The Province may invite special guests such as, Ministry representatives and past and future Games hosts to tour during the Games, visit venues, attend the VIP Reception and talk with athletes, GOC members and other VIPs.

Sport

- The Recipient will provide, at its expense, the venue that meets the venue specifications as per the Bid Guidelines.
- The Recipient will provide any equipment the OSGA cannot provide for competition.
- The start and end date of each competition is set by the OSGA and approved by the Province. The Recipient will be informed of any changes in competition dates as they occur.
- The Recipient will provide a local sport manager to manage the sport competition and resolve any Games-related issues.
- The Recipient will present gold, silver and bronze medals through a medal ceremony, as identified by the Province and OSGA.
- The Recipient will provide opportunities for representatives from the Province to present medals during the Games.
- A joint decision between the Province, Recipient and the OSGA will be made if scheduled events are postponed or cancelled.
- The Recipient will manage the recording and reporting of results during and following the Games. Updated results must be placed on the Games website as competitions are completed. The OSGA 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.
- Participant transportation to and from venues (sport and opening ceremony) and accommodations must be provided by the Recipient.
- Transportation to and from host community's airport/train/bus station to accommodation must be provided by the Recipient.
- The Recipient will adopt the Ontario Games External Travel Policy as per the Bid Guidelines .

Volunteers

- The Recipient will ensure vulnerable sector screening is conducted for volunteers who work in a role that has direct contact with Games Participants. At a minimum, the Recipient will conduct vulnerable sector screening for the following volunteer roles:
 - GOC 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; and
 - Any volunteers accessing personal information (e.g., registration database).
- The Recipient at their discretion can require other volunteer positions to complete vulnerable sector screening.

- The Recipient will create a volunteer policy outlining the requirements of each role.
- The Recipient is responsible for providing all volunteers required to operate the Games, including minor officials identified by sport technical packages as per the Bid Guidelines.

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, General Manager, and Program Consultant. The GOC Chair and/or General Manager 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 Games headquarters. The headquarters volunteer should follow the instructions outlined below:(which should be posted in an accessible location at headquarters).
 - Relay the information to the GOC Chair, General Manager, and Program Consultant; their phone numbers should not be given out;
- The headquarters volunteers will notify all committee chairs and inform them that any inquiries should be directed to the Games headquarters.
- If necessary, a briefing will be arranged by the GOC Chair, General Manager and Program Consultant at Games headquarters, and the necessary committee chairs will be contacted to attend the meeting.
- The Program Consultant will notify the General Manager and Province's representatives.
- A written statement will be prepared for distribution to all committee chairs and volunteers.
- The GOC Sub Committee Chair for security will act as a liaison between the GOC Chair, General Manager and Program Consultant, and the local police department.
- If appropriate, the Marketing & Communications Committee may prepare a press release or media conference at the direction of the GOC Chair and General Manager.
- Sport 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, General Manager, Program Consultant, GOC Sub Committee Chair for sport, and sport manager on-site will determine if the competition should continue.
- The GOC Chair, General Manager and Program Consultant will visit the venue (site of the incident) when reasonably possible.
- The GOC Chair and/or General Manager will contact the Participant's family.

SCHEDULE "H"
2018-2021 ONTARIO GAMES BID GUIDELINES

SCHEDULE "I"
BRANTFORD/COUNTY OF BRANT BID PROPOSAL
