

THIS AGREEMENT made in triplicate this ____ day of _____, 2019

B E T W E E N:

THE CORPORATION OF THE CITY OF BRANTFORD
(the “City ”)

-and-

THE CORPORATION OF THE COUNTY OF BRANT
(the “County”)

WHEREAS the Parties jointly entered into an agreement with Her Majesty the Queen in right of Ontario, as represented by the Minister of Tourism, Culture and Sport, dated **XXX**, for a transfer payment from the Province for the 2021 Ontario 55+ Games, a copy of which is attached hereto as Schedule “A” (the “Provincial Agreement”);

AND WHEREAS the Parties wish to enter into an agreement between themselves in order formalize in writing, the obligations of each Party, for purposes of fulfilling their joint obligations as set out in the Provincial Agreement;

AND WHEREAS the City authorized execution of this Agreement pursuant to **XXX** and the County authorized execution of this Agreement pursuant to **XXX**;

NOW THEREFORE THIS AGREEMENT WITNESSETH in consideration of the covenants, rights, and obligations as contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

Article 1 - INTERPRETATION

1.1 **Definitions** In this Agreement,

“**Local Agreement**” means this agreement;

“**Bid Guidelines**” means the *2018-2021 Ontario Games Bid Guidelines and Appendices - Ontario 55+ Games*, as per the Provincial Agreement, with which the Recipient must comply;

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which Brantford City Hall and County municipal offices are not open for the transaction of domestic business during normal business hours;

“City” means The Corporation of the City of Brantford;

“City Services” has the meaning ascribed to it in section 2.1;

“Co-Chair” means the persons selected respectively by the City and the County to act as the chairperson of the GOC and represent it;

“Confidential Information” means non-public information or data that (a) one Party makes available or has previously made available to the other Party in oral, written, graphic or machine readable format, in connection with this Local Agreement, and includes all information of any type, scope or subject matter whatsoever related to a Party’s financial data, business, plans and strategies (including but not limited to reports, letters, drawings, manuals, specifications, designs, documents, records, notebooks and similar records of information relating to the proprietary technology, architecture and software associated therewith, or any other proprietary information); (b) any Personal Information, whether obtained directly from the other Party, or from a third party in the provision of the Services; but Confidential Information does not include information that (i) has entered the public domain through no action or failure to act by the receiving Party; (ii) was already in or comes into the lawful possession of the receiving Party from a third party unrelated to the provision of the Services; (iii) subsequent disclosure is ordered to be or otherwise required to be disclosed by a court of law, government body or by legislation, provided that the owner of the Confidential Information is given notice with a reasonable opportunity to intervene;

“Contingency Fund” means the portion of the fund the Province provides to the Recipient pursuant to the Provincial Agreement that is identified as a contingency to cover a deficit incurred by the Recipient;

“County” means The Corporation of the County of Brant;

“County Services” has the meaning ascribed to it in section 2.2;

“Execution Date” means the date this Local Agreement is fully signed by both Parties;

“Event of Default” has the meaning ascribed to it in section 6.1;

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

“Games Organizing Committee” or **“GOC”** means the games organizing committee which the Parties are required to establish pursuant to the Provincial Agreement, and as further set out in Schedule “D”;

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

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

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

“Party” means either the City or the County and **“Parties”** means both of them;

“Personal Information” means any personal information as defined by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56;

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

“Provincial Agreement” has the meaning ascribed to it in the preamble;

“Recipient” means The Corporation of the City of Brantford and The Corporation of the County of Brant, collectively, with respect to the Provincial Agreement;

“Services” means the City Services and the County Services;

“Term” means the period of time between the Execution Date and the Termination Date;

“Termination Date” means the date of the expiration of all obligations of the Parties pursuant to either this Local Agreement or the Provincial Agreement;

Including Wherever the words “include”, “includes” or “including” are used in this Local Agreement, they are deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” are not considered to set forth an exhaustive list.

Hereof The words “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions are construed as referring to this Local Agreement in its entirety and not to any particular section or portion of it.

Headings The division of this Local Agreement into articles and sections, schedules, and other subdivisions are for convenience of reference only and do not affect the construction or interpretation of this Local Agreement. The headings in the Local Agreement are not intended to be full or precise descriptions of the text to which they refer. Furthermore, unless something in the subject matter or context is inconsistent therewith, references herein to an article, section, subsection, paragraph, clause or schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Local Agreement.

Singular, Gender Words importing the singular number include the plural and *vice versa*. Words importing the masculine gender include the feminine and neuter genders, and words importing persons include firms and corporations and *vice versa*.

Currency Unless otherwise expressly specified, all dollar amounts in this Local Agreement, including the symbol “\$”, refer to Canadian currency.

Recitals The recitals in this Local Agreement are true and correct, and form part of this Local Agreement.

Relationship Nothing in this Local Agreement creates an employment relationship between the Parties nor a principal and agent relationship. Unless and to the extent expressly stated in this Local Agreement, neither Party has any authority to bind the other Party.

Jurisdiction This Local Agreement and the rights of the Parties are governed by the laws of the Province of Ontario and the laws of Canada (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction). Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising hereunder or relating hereto.

No Contra Proferentem The provisions of this Local Agreement have been mutually prepared by the Parties and each Party has had the opportunity to consider each and every term in this Local Agreement (which the Parties consider reasonable and valid) and to obtain Independent Legal Advice. Should any aspect of this Local Agreement be brought before a judicial or quasi-judicial hearing, this Local Agreement will be read, reviewed, and interpreted without regard to *contra proferentem*, and that the rule *contra proferentem* does not apply with respect to the interpretation of this Local Agreement.

Severability If any covenant or obligation in this Local Agreement or the application thereof is to any extent be invalid or unenforceable, the remainder of this Local Agreement is not affected thereby and each covenant and obligation in this Local Agreement is separately valid and enforceable to the fullest extent permitted.

Sole Agreement This Local Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated and cancels and supersedes any prior understandings, agreements, negotiations and discussions, written or oral, between the Parties. Other than as expressly contained in this Local Agreement, the Parties are not bound by any representations, collateral agreements, warranties, terms, undertakings, understandings or conditions (whether express or implied).

Amendment This Local Agreement may not be amended, supplemented or otherwise modified in any respect except by written instrument executed by both Parties.

By Reference All references to any document (including this Local Agreement) mean such document, as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified, includes all schedules and exhibits attached thereto.

Idem Any reference in this Local Agreement to all or any part of any manual, statute, regulation, by-law or Council resolution, unless otherwise stated, is a reference to that manual, statute, regulation, by-law or Council resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

Schedules The following schedules form part of this Local Agreement:

Schedule "A"	Provincial Agreement
Schedule "B"	City Services
Schedule "C"	County Services
Schedule "D"	Games Organizing Committee

Article 2 - SERVICES

- 2.1. **City Services** The City will provide and supply at its expense, all services, personnel, labour, equipment and materials necessary or contemplated to perform the services as set out in Schedule "B".
- 2.2. **County Services** The County will provide and supply at its expense, all services, personnel, labour, equipment and materials necessary or contemplated to perform the services as set out in Schedule "C".
- 2.3. **Work Satisfactory** Each Party will undertake and complete the Services in a thorough and diligent manner, and in strict compliance with this Local Agreement.
- 2.4. **Termination of Provincial Agreement** In the event of termination of the Provincial Agreement, the Games will not be delivered and the project will wind down in accordance with Section A.11 of Schedule "A" of the Provincial Agreement. The GOC will recommend to the City and County the necessary steps to wind down the Games, in accordance with the Provincial Agreement.
- 2.5. **Amendment of the Provincial Agreement** In the event of a proposed amendment of the Provincial Agreement, the GOC will determine the impact of the proposed amendment, and advise the City and the County. The City and the County will individually arrange for signing of the amending agreement, if agreed upon, in accordance with their respective review procedures and signing bylaws.

Article 3 - FINANCIAL MATTERS

- 3.1. **Financial Contributions** The net cost of the Games is estimated to be \$505,100. The Province of Ontario, pursuant to the Provincial Agreement, will contribute \$210,000 to the cost of the Games with an additional \$25,000 as a Contingency/Legacy Fund.
- 3.2. **Interim Financing** The City will provide interim financing should money be needed for expenses incurred prior to receiving sufficient revenues (ex: provincial funding, registration, sponsorship, etc.). As revenue is received, the City will be reimbursed for the interim financing.
- 3.3. **Shortfall in Funds** Should the Games result in a financial deficit, the City shall be responsible for the payment of two thirds (2/3) of any such deficit and the County shall be responsible for the payment of one third (1/3) of any such deficit.
- 3.4. **Excess Funds** Should there be excess funds at the completion of the Games, the funds will be added to the Legacy Fund for a program or project that will be for the benefit of both communities. The GOC will recommend a legacy program or project to the City and the County councils, in accordance with the Provincial Agreement.
- 3.5. **Audit** The Parties have the right to audit the Services provided by the other Party, and the fulfillment of the other Parties obligations under this Local Agreement. Each Party will cooperate with such audit or audit process, and provide any and all information and records as needed or requested by the auditing Party, or its agent, for such audit or audit process. The cost of any such audit(s) is at the cost of the auditing Party.

Article 4 - INSURANCE AND INDEMNITY

- 4.1. **Insurance** The City and the County will each obtain and maintain the insurance necessary to satisfy the requirements of the Provincial Agreement.
- 4.2. **Insurance Coverage** The insurance requirement contained in section 4.1 of this Local Agreement, is not an opinion or declaration of the appropriate nature or amount of coverage which either Party should carry. It is the sole responsibility of each Party to determine what additional coverage, if any, is necessary and advisable for its own protection or to fulfil its obligations, including any obligations under this Local Agreement. Any such additional insurance shall be obtained and maintained at the sole expense of the obtaining Party.
- 4.3. **Indemnity of City** The County will at all times defend, indemnify and save harmless the City, its elected officials, officers, servants, agents, and contractors, from and against all loss, costs or damage which it or they may suffer or be put to and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the City, or them, by reason of (either directly or

indirectly) any act or omission of the County in the provision of the County Services and products and any other matter or thing provided for or pursuant to this Local Agreement, save and except to the extent that any such act or omission was directed or authorized by the Games Organizing Committee.

- 4.4. **Indemnity of County** The City will at all times defend, indemnify and save harmless the County, its elected officials, officers, servants, agents, and contractors, from and against all loss, costs or damage which it or they may suffer or be put to and from and against all actions, suits, claims and demands whatsoever which may be made or brought against the County, or them, by reason of (either directly or indirectly) any act or omission of the City in the provision of the City Services and products and any other matter or thing provided for or pursuant to this Local Agreement, save and except to the extent that any such act or omission was directed or authorized by the Games Organizing Committee.

Article 5 - CONFIDENTIALITY

- 5.1. **Confidentiality** Each Party and its employees, servants or agents may or will be made party to Confidential Information of the other Party. Each Party is responsible for the maintenance of confidentiality at all times, and bears responsibility for any breach of confidentiality under this Local Agreement. The Parties specifically acknowledge and agree that it will:
- (a) hold all Confidential Information provided to it by the other Party, or by a third party, in the performance of the Services, in the strictest of confidence and will take all appropriate steps necessary to maintain the confidentiality of the Confidential Information;
 - (b) only use the Confidential Information provided for the purposes of completion and execution of the Services under this Local Agreement; and
 - (c) not share, reproduce, sell, disclose, distribute or otherwise provide or permit access to the Confidential Information to any party not requiring such access for the purposes of completing the Services.
- 5.2. **Indefinite Duration** The Parties acknowledge and agree that their obligation of confidentiality under section 5.1 is of indefinite duration and that it will never disclose any Confidential Information to any person or entity, except as expressly directed by the party from whom it was obtained, or as permitted under this Local Agreement.
- 5.3. **Extreme Caution** Without limiting the generality of section 5.1, the Parties agree to use extreme caution with, and take all steps to safeguard, the confidentiality of all or any part of the Confidential Information that may come into its possession at any time or in any place, and in particular when using any type of electronic device.
- 5.4. **MFIPPA** Each Party is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56 with respect to, and the protection

of, information under its custody and control. It is acknowledged and agreed that any and all information collected or obtained by a Party in the provision of the Services immediately becomes the property of both Parties.

Article 6 - EVENT OF DEFAULT AND TERMINATION

- 6.1. **Event of Default** An “**Event of Default**” constitutes any one or more of the following:
- a. A Party becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal, assignment or arrangement with its creditors, or any steps are taken or proceedings commenced by any person for the dissolution, winding-up or other termination of a Party’s existence or the liquidation of its assets;
 - b. a trustee, receiver, receiver/manager, or a person acting in a similar capacity is appointed with respect to the business or assets of a Party;
 - c. a Party fails to proceed to perform their portion of the Services in a diligent manner;
 - d. a Party makes an assignment or other transfer of rights under this Local Agreement other than in accordance with the provisions of this Local Agreement; or
 - e. a Party fails to observe or perform any of the terms, covenants or conditions of this Local Agreement and such failure to observe or perform is not remedied within 3 Business Days of written notice of such failure.
- 6.2. **Remedies** If and whenever an Event of Default occurs, then, without prejudice to any other rights which it has pursuant to this Local Agreement, or at law, the non-defaulting Party has the following rights and remedies which are cumulative and not alternative:
- (a) to remedy or attempt to remedy any default under this Local Agreement. The defaulting Party will pay to the non-defaulting Party all expenses incurred by it in connection therewith; and
 - (b) to recover from the defaulting Party all damages, costs and expenses, including legal costs on a complete indemnity basis, arising, either directly or indirectly, as a result of the Event of Default by the defaulting Party, including but not limited to any costs of enforcing the terms of this Local Agreement.

Article 7 - NOTICE

- 7.1. **Notice** Whenever notice is required to be given, such notice must be in writing and delivered personally, mailed by prepaid mail, sent by facsimile or by email. A notice or other document so sent is deemed to have been given,
- a. if delivered personally, on the date of such delivery and receipt;
 - b. if transmitted by facsimile or by email, on the Business Day following the day of sending such notice or document; and
 - c. if mailed, on the fifth (5th) Business Day following the day such notice or document was deposited in a post office or public letter box.

- 7.2. **City Contact** Where notice is to be provided to the City, such notice will be provided,

*In the case of a notice of claim,
which must be delivered personally*
The Corporation of the City of Brantford
City Hall, 100 Wellington Square
Brantford, ON N3T 2M2
Attention: City Clerk

In all other cases:
The Corporation of the City of Brantford
399 Wayne Gretzky Parkway
Brantford, ON N3R 8B4
**Attention: Director of Economic
Development & Tourism**
Fax: 519.751.2617
E/M: kfinney@brantford.ca

- 7.3. **County Contact** Where notice is to be provided to the County, such notice will be provided,

*In the case of a notice of claim,
which must be delivered personally*
The Corporation of the County of Brant
26 Park Avenue P.O. Box 160
Brantford, ON N0E 1A0
Attention: County Clerk

In all other cases:
The Corporation of the County of Brant
31 Mechanic Street, Suite 207
Paris, ON N3L 1K1
**Attention: Director of Economic
Development & Tourism**
E/M: russell.press@brant.ca

- 7.4. **Contact Change** Either Party may change their contact information, from time to time, by written notice given to the other Party in accordance with this Article 7, and upon receipt of such notice, the Party receiving such information will thereafter rely on that contact information as if it has been inserted in sections 7.2 or 7.3 hereof, as the case may be.

Article 8 - GENERAL

- 8.1. **Further Assurance** Each Party will from time to time execute and deliver or cause to be executed and delivered all such further acts and things as the other Party may, from time to time, reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Local Agreement or any provision hereof.
- 8.2. **Compliance with Laws** The Parties will promptly comply with all laws, ordinances and lawful orders and regulations issued by any federal, provincial, municipal or other agency having jurisdiction, including but not limited to obtaining any and all applicable licenses or permits. The Parties will not perform any acts or carry out any practices which injure or damage persons or property, or that are a nuisance or a menace to others.
- 8.3. **Counterparts** This Local Agreement may be executed in one or more counterparts, each of which is deemed to be an original and both of which together constitutes one and the same instrument. To evidence its execution of

an original counterpart of this Local Agreement, a Party may send a copy of its original signature on the execution page to the other Party by facsimile transmission and such transmission constitutes delivery of an executed copy of this Local Agreement to the receiving Party as of the date of receipt thereof by the receiving Party or such later date as may be specified by the sending Party as part of such transmission. Notwithstanding the foregoing, either Party may demand a fully executed single copy of this Local Agreement.

- 8.4. **Successors and Assigns** This Local Agreement and everything in it is binding upon and ensures to the benefit of and is binding on the Parties, and their respective successors, heirs, administrators, executors, legal representatives, and permitted assigns. Neither party may assign, transfer or otherwise dispose of all or any part of its rights or obligations under this Local Agreement without the prior written consent of the other Party, which may be unreasonably withheld.
- 8.5. **Time** Time is of the essence.
- 8.6. **Force Majeure** Notwithstanding any other provision of this Local Agreement, in the event that either Party is delayed, hindered, or prevented from the performance of any act required hereunder, by reason of any unavoidable delay, including strikes, lockouts, unavailability of materials, inclement weather, acts of God or any other cause beyond its reasonable care and control, but not including insolvency or lack of funds, then performance of such act is postponed for a period of time equivalent to the time lost by reason of such delay.
- 8.7. **Waiver of Rights** Any waiver of, or consent to depart from, the requirements of any provision of this Local Agreement is effective only if it is in writing and signed by the Party giving it, and delivered in accordance with Article 7, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Local Agreement operates as a waiver of such right. No single or partial exercise of any such right precludes any other or further exercise of either Party's rights.
- 8.8. **Municipal Discretion** Nothing contained in this Local Agreement and no decision made or action taken by either Party pursuant to this Local Agreement in any manner limits or restricts the normal exercise of discretion by various municipal departments and officials in the City or County pursuant to any statute, by-law or regulation, and nothing contained in this Local Agreement requires any such municipal department or official(s) acting pursuant to such statute, by-law or regulation to give his, her or its approval in respect of any matter, notwithstanding any provision of this Local Agreement or any consent, approval or other action of either Party made pursuant to this Local Agreement.
- 8.9. **Survival** All obligations of the Parties shall expressly or by their nature survive termination or expiry of this Local Agreement and continue in full force and effect

subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

- SIGNATURE PAGE FOLLOWS-

IN WITNESS WHEREOF the Parties have affixed their corporate seals duly attested by the hands of their proper officers in that behalf.

In the case of the City, signed this ____ day of _____, 2019

**THE CORPORATION OF THE
CITY OF BRANTFORD**

Name:
Title:

In the case of the County, signed this ____ day of _____, 2019

**THE CORPORATION OF THE
COUNTY OF BRANT**

Name:
Title:

Name:
Title:

Schedule “A”

Provincial Agreement

**Schedule “B”
City Responsibilities**

B1.1 Games Dates

The City, in partnership with the County, will organize, manage, promote and conduct the Games from February 11-13, 2021. Activities related to the Games including sport schedules may extend before and after the dates of the Games.

B2.1 City Responsibilities

The City shall:

- (a) Financial Contribution: contribute \$15,000 to the cost of the Games;
- (b) Interim Financing: provide interim financing should money be needed for Games expenses incurred prior to receiving sufficient Games revenue; and the City shall be reimbursed for such interim financing as revenue is received;
- (c) In Kind Contributions: provide the following in kind contributions to the Games:
 - (i) *Administrative Facilities* for the following purposes:
 - 1. Games General Manager office space;
 - 2. Games Intern office space; and
 - 3. Meeting Space, when it is the City’s obligation to host the GOC;
 - (ii) *Staff and Administrative Services* necessary to organize and deliver the facilities for the following Games events:
 - 1. Opening ceremonies;
 - 2. Badminton;
 - 3. 10 pin bowling;
 - 4. duplicate bridge;
 - 5. Curling;
 - 6. Hockey; and
 - 7. Volleyball;
 - (iii) *Administrative Assistance* to the City Co-Chair, Games General Manager, Games Intern, and Finance Chair;
 - (iv) *Operating Vehicle*, for purposes of collecting and delivering materials or equipment necessary or appropriate for the Games operations (such as signage, promotional materials, and participant snacks);
 - (v) *Participant Transportation*, including vehicles and operators, for transporting Games participants to and from their accommodations, Games events, and the coordination of other transportation hubs (local airports, train station, and bus stations) for the purpose of participating in the Games, to a maximum value of \$40,000;

- (vi) *Website* development, management, and hosting, in consultation with the GOC Communications Committee, to a maximum value of \$9,000;
- (d) Games Funds: hold all Games funding in an interest bearing account;
- (e) Host GOC: Host GOC meetings on an alternating basis with the County, as described in Schedule “D”;
- (f) Positions: appoint, designate, or hire, such persons as it deems appropriate in its sole discretion, and as may be substituted or replace from time to time, as described in this Schedule “B”;
- (g) Contracts: be responsible for the signing of all Games related rental agreements, service contracts, and related operational agreements, that are within budget; and in so doing, ensure that all goods and services are acquired through a process that promotes the best value for money, complies with the *Broader Public Sector Accountability Act, 2010 (Ontario)*, including any procurement directive issued thereunder, to the extent applicable, and acquires purchase orders before signing agreements (where applicable); and all such contracts shall be in the name of “The Corporation of the City of Brantford and The Corporation of the County of Brant, o/a 2021 Ontario 55+ Winter Games”;
- (h) Volunteers: accept required vulnerable sector checks for Games volunteers in accordance with the *City Corporate Policy Human Resources – 014 Criminal Records Check*; and retain in accordance with the city’s records retention requirements;
- (i) Record Retention: upon receipt, maintain and store all financial documents and records (including invoices), in accordance with the City records retention policies;
- (j) Policy Compliance: comply with all policies, as either set out in this Local Agreement or adopted by the GOC, for purposes of the organizing, management, promotion and operation of the Games;
- (k) Reporting: Submit both a hard copy and electronic copy of the Final Report and the Economic Impact Assessment (as described as obligations of the Games General Manager) to the Province prior to the expiration of four months from the final day of Games’ competition; and
- (l) No Duplication: not perform any service or action which is the obligation of the County, as set out in Schedule “C”, or the GOC, as set out in Schedule “D”, but will cooperate, collaborate, and assist the County or the GOC, as the case may be, in the fulfillment of their obligations, as appropriate.

B3.1 Position Appointments/Designations/Hiring and Duties**(1) City Co-Chair**

The City hereby designates Ela Stypa Jones as the City Co-Chair. The City may substitute the City Co-Chair, at any time, in its sole discretion. The City Co-Chair shall:

- (a) Actively recruit, in consultation with the County Co-Chair to fill any vacancies on the GOC;
- (b) Fulfill the responsibilities of any vacant GOC Sub-Committee Chairperson, jointly with the County Co-Chair;
- (c) Participate in the City's selection committee process for the Games General Manager and Games Intern;
- (d) Secure locations for GOC meetings, where such meetings are to occur in the City;
- (e) In collaboration with the County Co-Chair, ensure that the GOC operates in accordance with Schedule "D" and fulfills all obligations contained therein;
- (f) Fulfill the obligations of the Co-Chair, as set out in Schedule "D"; and
- (g) Support and assist the GOC, as appropriate.

(2) Councilor Appointment

The City has appointed Councilor John Sless to the GOC. The City may substitute its councilor appointee, at any time, in its sole discretion.

(3) Finance Chair

The City hereby designates Kelly Schmitte and Amy Lin as the Games Finance Co-Chairs. The City may substitute the Games Finance Chair, at any time, in its sole discretion. The Games Finance Chair shall:

- (a) develop and implement management controls to monitor and control Games expenses to avoid a deficit in the Games budget, to the extent reasonably possible, and as further set out in this Schedule "B";
- (b) be responsible for the processing of all invoices and payments;
- (c) report all budget variances to the GOC;
- (d) submit financial statements to the Province and the County, including an explanation of any budget variances, in accordance with the following:
 - (i) quarterly reports from the Effective Date until July 31, 2020;
 - (ii) Monthly reports from July 31, 2020 until the Termination Date;
- (e) Report all required information to the Ministry, as per Schedule E of the Provincial Agreement; and
- (f) Obtain audited financial statements prepared by a chartered accountant or a financial review engagement, for every whole or partial fiscal year coinciding with the term of this Local Agreement; and provide to the GOC and Games General Manager.

(4) Games General Manager

The City shall recruit and hire a Games General Manager, in accordance with [City Policy Number: Human Resources – 002 Hiring Policy](#). The Games General Manager shall be an employee of the City and subject to the supervision and direction by the City. The selection committee for the Games General Manager will include a representative from the City's Human Resources department, the City Co-Chair, and the County Co-Chair; and will also include the designated Games Ontario Program Consultant. The Games General Manager shall fulfill the obligations of the General Manager, as set out in the Provincial Agreement, and shall:

- (a) ensure that all key activities of the Provincial Agreement payment plan are met in order to receive the Provincial funding grant installments;
- (b) Obtain the final reports of each of the GOC's sub-committees;
- (c) Prepare the **final report**, as described in the Provincial Agreement, including (i) the successes and challenges of the Games and (ii) the 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 Local Agreement;
- (d) Submit the Final Report to the GOC prior to the expiration of two months of the final day of Games' competition; and
- (e) prepare an **economic impact assessment**, as described in the Provincial Agreement and provide to the GOC prior to the expiration of two months of the final day of Games' competition.

(5) Games Intern

The City shall recruit and hire a Games Intern, in accordance with [City Policy Number: Human Resources – 002 Hiring Policy](#). The Games Intern shall be an employee of the City and subject to the supervision and direction by the City. The selection committee will include a representative from the City's Human Resources department, the City Co-Chair, and the County Co-Chair. The Games Intern shall support the Games General Manager to fulfill the obligations as set out in the Provincial Agreement.

**Schedule “C”
County Responsibilities**

C1.1 Games Dates

The County in partnership with the City will organize, manage, promote and conduct the Games from February 11-13, 2021. Activities related to the Games including sport schedules may extend before and after the dates of the Games.

C2.1 County Responsibilities

The County shall:

- (a) Financial Contribution: contribute \$7,500 to the cost of the Games;
- (b) In Kind Contributions: provide the following in kind contributions to the Games:
 - (i) *Administrative Facilities* for the following purposes:
 - 1. Meeting Space, when it is the County’s obligation to host the GOC;
 - (ii) *Staff and Administrative Services* necessary to organize and deliver the facilities for the following Games events:
 - 1. Middle Night Social Event;
 - 2. Nordic Skiing;
 - 3. Curling;
 - 4. Hockey;
 - 5. Skating Prediction;
 - 6. Table Tennis; and
 - 7. Alpine Skiing (*Boler Mountain*, in London, ON)
 - (iii) *Administrative Assistance* to the County Co-Chair and GOC Clerk;
 - (iv) *Climate Controlled Storage Space*, for the storage of items required for the Games, including but not limited to: signage, promotional items, water and participant snacks;
- (c) Host GOC Meetings: Host GOC meetings on an alternating basis with the City, as described in Schedule “D”;
- (d) Positions: appoint, designate, or hire, such persons, as it deems appropriate in its sole discretion, and as may be substituted or replace from time to time, as described in this Schedule “C”;
- (e) Record Retention: upon receipt, maintain and store all administrative documents and records (including agendas and minutes), in accordance with the County records retention policies;
- (f) Policy Compliance: comply with all policies, as either set out in this Local Agreement or adopted by the GOC, for purposes of the organizing, management, promotion and operation of the Games; and
- (g) No Duplication: not perform any service or action which is the obligation of the City, as set out in Schedule “B”, or the GOC, as set out in Schedule “D”,

but will cooperate, collaborate, and assist the City, the Games General Manager, the GOC, or its members, as the case may be, in the fulfillment of their obligations, as appropriate.

C3.1 Position Appointments/Designations/Hiring and Duties

(1) County Co-Chair

The County hereby designates Donna Clements as the County Co-Chair. The County may substitute the County Co-Chair, at any time, in its sole discretion.

The County Co-Chair shall:

- (a) Collaborate and consult with the City Co-Chair to fill any vacancies on the GOC;
- (b) Fulfill the responsibilities of any vacant GOC Sub-Committee Chairperson, jointly with the County Co-Chair;
- (c) Participate in the City's selection committee process for the Games General Manager and Games Intern;
- (d) In collaboration with the City Co-Chair, ensure that the GOC operates in accordance with Schedule "D" and fulfills all obligations contained therein;
- (e) Secure locations for GOC meetings, where such meetings are to occur in the County;
- (f) Fulfill the obligations of the Co-Chair, as set out in Schedule "D"; and
- (g) Support and assist the GOC, as appropriate.

(2) Councilor Appointment

The County will appoint a councilor to the GOC, prior to or forthwith upon execution of this Local Agreement . The County may substitute its councilor appointee, at any time, in its sole discretion.

(3) GOC Clerk

The County will designate an individual to act as the GOC Clerk, prior to or forthwith upon execution of this Local Agreement. The County may substitute the GOC Clerk, at any time, in its sole discretion. The GOC Clerk shall:

- (a) Prepare and distribute agenda packages for the GOC;
- (b) Provide notice, as required, of all GOC meetings;
- (c) Attend all GOC meetings;
- (d) Provide clerking services for the GOC, including the taking of minutes;
- (e) Present minutes for adoption at subsequent GOC meetings;
- (f) Submit GOC minutes, including reports submitted to the GOC and sub-committees to:
 - (i) The City Co-Chair;
 - (ii) The County Co-Chair;
 - (iii) The Games General Manager;

- (iv) The Province Program Consultant; and
- (v) The Ontario Senior Games Association.

**Schedule “D”
Games Organizing Committee**

- D1. **Creation** The Games Organizing Committee (“GOC”) is hereby established by the City and the County.

- D2. **Authority/Direction** The GOC is responsible for the organization, management, promotion, conduct and supervision of the Games, and shall:
 - a. Complete the Project in accordance with this Local Agreement and the Provincial Agreement;
 - b. Use the budget funds only for the purpose of carrying out the Project;
 - c. Establish the organizational structure to plan and operate the Games;
 - d. Select sub-committee chairpersons;
 - e. Set and submit to the Recipient, for written approval, the proposed budget for the Games;
 - f. Implement management controls as established by the Recipient or the Finance Chair, as the case may be;
 - g. Ensure that the Games are operated within the approved budget;
 - h. Manage the day-to-day operations of the Games;
 - i. Research and source all things necessary or appropriate for the Games to be successful;
 - j. Comply with all reporting requirements as set out in the Provincial Agreement, unless otherwise delegated to someone in the Local Agreement;
 - k. Ensure all aspects of the Games, including the planning thereof, is in accordance with the Local Agreement and the Provincial Agreement; and
 - l. Comply with all lawyers.

- D3. **Recipient Authority** Notwithstanding anything contained in this Schedule “D”,
 - a. the GOC is subject at all times to the authority of the Recipient;
 - b. neither the GOC nor any of its members have any authority to bind either the City or the County;
 - c. the City is responsible for the execution of all contractual documents, as set out in Schedule “B”;
 - d. the GOC is not permitted to dispose of any asset purchased or created for the Games;

D4. **Composition/Appointments** The GOC shall be composed of:

Games Co-Chairs	City Co-Chair and County Co-Chair, each as appointed by the City and County, respectively, in accordance with Schedules “B” and “C”
Games General Manager	To be hired January 2020
Games Intern	To be hired September 2020
City Council Appointee	as appointed by the City, in accordance with Schedule “B”

County Council Appointee	as appointed by the County, in accordance with Schedule "C"
Accommodations Chair	Cindy Hiscock, Amber Kane, jointly
Communications & Marketing Chair	Kara Davey, Sarah Lennox, Suzie Keczan, jointly
Finance Chair	as appointed by the City, in accordance with Schedule "B"
Food Services Chair	TBD
Fundraising Chair	Stella Johnson
Medical & Emergency Chair	Dr. Sandy Kunej
Registration Chair	Krystyna Lazar
Special Events Chair	Russell J. Press, Kristen Cormier
Sports Chair	Kathy Ballantyne
Transportation Chair	Elly van der Made
Volunteers Chair	Jean Cromie, Barb Churchward, jointly

D5. Vacancies

The composition of the GOC is not subject to change. Vacancies in the membership of the GOC will be filled by persons selected by the Games Co-Chairs, acting jointly.

D6. Sub-Committees

Each Chair of the GOC, save and except for the Games Co-Chairs, are the chair of a sub-committee of the same name. The composition of, and appointment to, each sub-committee will be determined by the Chair. Each sub-committee will be governed by the same rules as the GOC, with necessary modification. The Chair shall report to the GOC.

D7. Members Obligations

- a. GOC members and members of sub-committees that are employees of the City or County shall act on behalf of the Recipient and not the City or County individually when conducting business related to the Games.
- b. Volunteer GOC members and volunteer members of sub-committees shall act on behalf of the Recipient and not their individual interests when conducting business related to the Games.
- c. GOC members and sub-committee members will take on personal liability if they act outside the scope of their authority as outlined in this Schedule "D".

D8. Procedural Matters

- a. Quorum Quorum is equal to 50% plus one of the Voting Members, where such position is filled. If such position is not filled, such position will not be counted a Voting Member.
- b. Voting Members, each with 1 vote:
 - i. City Co-Chair
 - ii. County Co-Chair
 - iii. Accommodations Chair*
 - iv. Communications & Marketing Chair*

- v. Finance Chair*
- vi. Food Services Chair*
- vii. Fundraising Chair*
- viii. Medical & Emergency Chair*
- ix. Registration Chair*
- x. Special Events Chair*
- xi. Sport Chair*
- xii. Transportation Chair*
- xiii. Volunteers Chair*
- xiv. City Council Appointee*
- xv. County Council Appointee*

*Each sub-committee Chair is only entitled to one vote. In the event that a sub-committee Chair position is filled by one or more persons, jointly, such persons present at the meeting must agree or disagree on any meeting decisions requiring a vote. If they are unable to agree on how to cast their vote, they shall vote in the negative.

c. Non-Voting Members The following persons are advisors to the GOC and may not vote:

- i. Games General Manager
- ii. Games Intern
- iii. Games Ontario Program Consultant
- iv. Ontario Senior Games Association representative

d. Meetings

- i. For the period between the Effective Date and February 29, 2020, GOC meetings will occur quarterly, or more frequently as determined by the Games Co-Chairs
- ii. For the period March 1, 2020 and the Termination Date, GOC meetings will occur monthly, or more frequently as determined by the Games Co-Chairs;
- iii. All meetings shall occur at a location in either the City or the County, on an alternating basis;
- iv. Meetings held in the City will be chaired by the City Co-Chair;
- v. Meetings held in the County will be chaired by the County Co-Chair;
- vi. Meetings will be open to the public, unless permitted to be closed in accordance with the *Municipal Act, 2001*;

D9. **Budget** The approved budget is \$505,100.00, including the City's contributions, the County's contributions, anticipated revenues, and the provincial funding (including contingency). The GOC may reallocate within the budget, but has no authority to exceed the overall approved budget.

D10. **Legacy Fund** If a budget surplus exists at the completion of the Games, in conjunction with the Contingency/Legacy Fund provided by the Province, the

GOC will develop a legacy plan that shall benefit both the City and the County and consider the goals outlined in the Provincial Agreement Schedule C, 3.4 (a), (b), (c). This legacy plan shall be submitted to the City and County, for approval. In the event a single project that will benefit both the City and County cannot be identified by the GOC, the GOC shall propose two separate legacy plans, one for the City, utilizing 2/3 of the Legacy Fund, and one for the County, utilizing 1/3 of the Legacy. Such plans shall still take into consideration the goals outlined in the Provincial Agreement Schedule C, 3.4 (a), (b), (c). Once developed, the City legacy plan will be submitted to the City for approval, and the County legacy plan will be submitted to the County for approval.

D11. Headquarters

From the Effective Date until the commencement of the Games, the headquarters will be located at:

Brantford Visitor & Tourism Centre
399 Wayne Gretzky Parkway
Brantford, Ontario
N3R 8B4

During the Games (February 11-13, 2021), the headquarters for the Games will be at a central location for the Games participants as yet to be determined by the GOC.

D12. Volunteers The Volunteers Chair shall:

- a. ensure that all volunteers acknowledge and agree in writing to be bound by the applicable anti-harassment policy;
- b. implement all aspects of the recruitment policy developed or adopted by the GOC, including but not limited to:
 - i. the requisite screening mechanisms;
 - ii. compliance with the requirement for a Police Reference Check with the Vulnerable Sector Screening Program where volunteers are in direct contact with Participants of the Games;
- c. implement and follow any applicable protocols attached to the Provincial Agreement, as well as any additional policies developed by the Province;
- d. implement and follow any other requirements as may be determined by the GOC; and
- e. ensure that all approved volunteers participate in a volunteer training session prior to participating in the planning or operations of the Games; where such training sessions will include: Accessibility for Ontarians with Disabilities, code of conduct, respectful workplace and health & safety.

D13. Reporting

- a. Meeting Notices In addition to other procedural notice requirements, a minimum of seven (7) day notice shall be provided to the Provincial Program Consultant of the date, time and location of meetings by sending copies of the agenda and all relevant documentation. After such meetings, copies of the minutes, including relevant documentation, shall be provided to the Program Consultant, whether or not the Program Consultant attended such meetings.
- b. Reporting to City and County The GOC will report to the City and County, in accordance with the following:
 - i. *Updates* Updates will be provided from time to time at key milestones;
 - ii. *Final Report* The Final Report will be submitted to the City and the County within one month of receipt from the Games General Manager;
 - iii. *Economic Impact Assessment* The Economic Impact Assessment will be submitted to the City and the County within one month of receipt from the Games General Manager;
 - iv. To receive direction or approval, where the GOC considers it necessary or advisable; and
 - v. As otherwise required by this Schedule “D”, the Local Agreement or the Provincial Agreement.
- c. Record maintenance All financial records will be provided to the City and all administrative documents shall be provided to the County. For purposes of clarification, this section does not prohibit access to the records by the Games General Manger, the City or the County.
- d. Disclosure To assist in respect of the rights provided for in section A7.3 of the Provincial Agreement, the GOC 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.
- e. Risk The GOC will monitor and identify risks associated with the Games. Risks may include, but are not limited to (i) potential liability; (ii) likelihood of budget variances resulting in a shortfall in funding; or (iii) a likelihood that Games will not proceed in accordance with governing documents (such as this Local Agreement or the Provincial Agreement). Upon identification of a significant risk (where the risk is either probable to occur or would have a significant impact), the GOC, by its Co-Chairs, will report on the identification of the risk and mitigation strategy to the City and the County.

D14. Provincial Agreement Communications Requirements Unless otherwise directed by the Province, the GOC will:

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

- b. 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.
 - c. adhere to the requirements of the Ontario Games Protocols regarding any of its Project-related publications;
 - d. Ensure that all publicity and signs relating to the Games are in accordance with the requirements of the Ontario Games Protocols;
 - e. Ensure that all advertising, publicity and signs relating to the Games reflect the spirit and intent of the *French Language Services Act*, R.S.O. 1990, c. F.32;
 - f. abide by the French language requirements set out in the Ontario Games Protocols;
 - g. Adhere to the signage requirements contained in section 7 of the Provincial Agreement;
 - h. Use the Games signage provided by the Province at all sport venues and accommodations (where possible); and
 - i. submit a plan to the Province to accept delivery of signage and store signage before and during the Games, and return, store signage and prepare for pick up post Games, which must include delivery and collection from a central location.
- D15. **Policies/Procedure** The GOC and all members and volunteers shall comply with the following, and ensure that the Games are delivered and operated in accordance with, subject only to (i) necessary modification for application to the GOC, members, volunteers, and Games; or (ii) as otherwise expressly stated in this Schedule “D”:
- a. City Policy: Corporate – 012 Purchasing Policy;
 - b. City Policy: Corporate – 034 Accessibility;
 - a. City Policy: Corporate – 038 Corporate Sponsorship & Donations Policy
 - b. City Policy: Corporate – 039 Workplace Security
 - c. City Policy: Corporate – 040 Social Media Policy
 - d. City Policy: Corporate – 041 Media Relations Policy
 - e. City Policy: Human Resources – 015 Health & Safety Policy
 - f. City Policy: Corporate – 029 Employee Code of Conduct
 - g. City Policy: Corporate 030 Respectful Workplace
 - h. County Policy: By-Law Number 43-19