

The Corporation of the Town of Ajax

GENERAL GOVERNMENT COMMITTEE

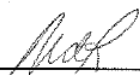
Thursday, September 4, 2014

In-Camera at 1:30 p.m.

Open Meeting at 2:00 p.m.

River Plate Room, Town Hall
65 Harwood Avenue South



Confirmed by: 

AGENDA

*Alternative formats available upon request by contacting:
sarah.moore@ajax.ca or 905-619-2529 ext. 3347*

R. Ashby, Chair
M. Crawford, Vice Chair

Anything in **blue** denotes a link. By clicking the links on the agenda page, you can jump directly to that section of the agenda. To maneuver back to the agenda page use the **Ctrl +Home** keys simultaneously.

Open Meeting

1. Call To Order
2. Disclosure of Pecuniary Interest

In-Camera

3. Authority to Hold a Closed Meeting and Related In-Camera Session

- A personal matter about an identifiable individual, including municipal or local board employees; [Sec. 239 (2)(b), Municipal Act, 2001, as amended]
- A matter pertaining to litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board [Sec. 239 (2)(e), Municipal Act, 2001, as amended]

3.1 Confidential Matter Re: Termination of Lease Agreement

Open Meeting

4. **Consent Agenda** – Considered to be routine, these items may be approved by one motion. Items may be separated and referred to the Discussion Agenda

4.1 [Contract Award – SCBA Air Pak Replacement](#), M. Gamba, Interim Fire Chief 2

5. Presentations / Discussion

5.1 [Toronto 2015 Pan/Parapan American Games – Torch Relay](#), T. Vaughan-Barrett, Director of Recreation & Culture / R. Gruber, Manager, Community & Cultural Development5

6. Departmental Updates

7. Adjournment

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: M. Gamba, Acting Fire Chief

PREPARED BY: A. Burridge, Chief Training Officer

SUBJECT: **Contract Award – SCBA AIR-PAK REPLACEMENT**

WARD(S): All

DATE OF MEETING: September 4, 2014

REFERENCE: RFT No. T14038
Capital Account No. 953311 – SCBA Replacement

RECOMMENDATION:

That Council award the contract for SCBA AIR-PAK Replacement to Acklands Grainger Inc. in the amount of \$780,831.72 (inclusive of all taxes).

BACKGROUND:

The project is for the replacement of all existing self contained breathing apparatus (SCBA).

SCBA is one of the most critical pieces of personal protective equipment a fire fighter wears. The primary function of SCBA is to provide breathing air to fire fighters in environments where the atmosphere is full of heat, smoke and toxins. Without this vital piece of equipment fire fighters could not perform their duties at fire scenes.

At present, Ajax Fire & Emergency Services has 67 sets of breathing apparatus in service. These units are on average 15 years of age, with the oldest being more than 29 years of age.

All SCBA is manufactured in accordance with current NFPA 1981 and current NIOSH standards. The NFPA 1981 standard is revised on an approximate five-year cycle with the last edition being in 2007 and the 2013 edition is now in place.

All of our air packs currently meet the 2002 edition of NFPA 1981. This was achieved through an annual upgrade program.

The newest edition of the SCBA Pak includes upgraded electronics that will enhance accountability of personnel on scene and tracking of their air levels. The upgraded electronics within the SCBA will also allow Ajax Fire & Emergency Services to better track and respond to fire fighter emergencies on a fire scene.

DISCUSSION:

Request for Tender (RFT) documents were issued to four prospective bidders with bids being received back from three of these, prior to closing on July 29, 2014. Listed below is a summary of the bids received:

NAME OF BIDDER	TOTAL TENDER AMOUNT
Acklands Grainger Inc.	\$780,831.72
M & L Supply, Fire & Safety	\$831,169.24
Hagermeyer Canada Inc. o/a Vallen	\$865,086.81

FINANCIAL IMPLICATIONS:

Capital Account No. Capital Account No. 953311 - SCBA Replacement

Approved Capital Budget		\$890,000.00
Contract (net of HST rebate)	\$703,163.15	<u>\$703,163.15</u>
Available Budget		<u>\$186,836.85</u>

The Capital Detail Sheet is attached for information.

COMMUNICATION ISSUES:

N/A

CONCLUSION:

It is the recommendation of staff that Acklands Grainger Inc. be awarded the contract for the SCBA AIR-PAK REPLACEMENT, being the lowest bidder meeting minimum specifications.

Aaron Burrridge, Chief Training Officer

Michael Gamba, Acting Fire Chief

TOWN OF AJAX
2014 CAPITAL BUDGET / 2015-2018 LONG RANGE CAPITAL FORECAST
DETAIL SHEET

Department	Fire & Emergency Services
Section	Fire Administration
Project Name	SCBA Replacement
Submitted By	Mark Diotte, Fire Chief
Start Year	2014
Project Number	0953311

PROJECT DESCRIPTION / JUSTIFICATION	
<p>This project is for the replacement of existing self contained breathing apparatus (SCBA).</p> <p>SCBA is one of the most critical pieces of personal protective equipment a firefighter wears. The primary function of SCBA is to provide breathing air to firefighters in environments where the atmosphere is full of heat, smoke and toxins. Without this vital piece of equipment firefighters could not perform their duties at fire scenes.</p> <p>At present, Ajax Fire and Emergency Services has 67 sets of breathing apparatus in service. These units are on average 15 years of age with the oldest having an age of 28.5 years.</p> <p>All SCBA is manufactured in accordance with the current NFPA 1981 and the current NIOSH standards. The NFPA 1981 standard is revised on a five-year cycle with the last edition published in 2007 and the 2013 edition is now in place.</p> <p>The NIOSH standard has not recently changed but will soon be edited after the NFPA 1981 changes in 2013.</p> <p>All of our air packs currently meet the 2002 edition of NFPA 1981. This was achieved through an annual upgrade program.</p> <p>Our current individual masks cannot be used with the 2007 edition and the SCBA proposed upgrade kit for the 2007 edition is approximately \$3,500 per SCBA, a significant premium over the 2002 edition upgrade. The 2012 edition of the standard is an unknown commodity that will likely see the further inclusion of electronics into the air packs driving the costs for upgrade kits higher, if in fact there is an upgrade kit available. The significant additional upgrade costs, the age of the air packs and the rate that technology is being introduced into these air packs has made continual upgrading no longer the preferred solution.</p> <p>Existing packs will be used until 2013 at which point all air packs, face masks, cylinders & testing equipment will be replaced. This will avoid upgrade costs for 2007 and 2013 editions.</p>	

EXPENDITURES / FUNDING						
	2014	2015	2016	2017	2018	Total
Total Expenditures	890,000					890,000
Vehicles/ Equipment Replacement	890,000					890,000
Total Funding	890,000					890,000

TOWN OF AJAX REPORT



REPORT TO: General Government Committee

SUBMITTED BY: Tracey Vaughan-Barrett
Director, Recreation & Culture

PREPARED BY: Robert Gruber
Manager, Community & Cultural Development

SUBJECT: **Toronto 2015 Pan/Parapan American Games – Torch Relay**

WARD(S): All

DATE OF MEETING: Thursday, September 4, 2014

REFERENCE: General Government Committee Report “Toronto 2015 Pan Am
Municipal Designation Program” – Thursday, April 24, 2014

General Government Committee Report “Toronto 2015 Pan Am
Municipal Designation Program” – Thursday, May 8, 2014

RECOMMENDATION:

That Council authorize the Mayor and Clerk to execute a Memorandum of Understanding that supports the Town of Ajax participating in the 2015 Pan American Torch Relay including hosting Community Celebrations as part of the overall event.

BACKGROUND:

On May 8, 2014, staff presented a report to General Government Committee regarding the Town becoming a Gold designated municipality in the TO2015 Municipal Designation Program, along with the components associated with that program level. Subsequently, Council passed the following resolution:

“That Council endorse the “Gold” level Pan Am Games Municipal Designation level as proposed by staff.”

An important and key aspect of the Pan/Parapan Am Games is the Torch Relay, which is designed to connect and share the Pan American Flame throughout communities in the Greater Golden Horseshoe Area, Ontario and the rest of Canada. As part of the Town’s Gold Level designation and “Official Town” status, the Pan Am Torch Relay will spend 8 hours in Ajax with the opportunity to deliver 2 programmed celebrations. Torchbearers for the relay will be selected by TO2015, however, it is our understanding that of the torchbearer applicants, preference will be given to members from the local community. The Town also has the opportunity to influence the designation of 4 torch bearer positions. The Pan Am Torch Relay is

tentatively scheduled to be in Ajax on June 6, 2015, while the Parapan Am Torch is tentatively scheduled to travel through Ajax on August 6, 2015.

DISCUSSION:

Pan Am Games Torch Relay

The Toronto 2015 Pan Am Torch Relay will be a 41-day journey that will share the Pan Am spirit in more than 130 communities. Deeply rooted in history and tradition, the Pan Am flame will be lit in May, 2015 in a traditional ceremony in Teotihuacan, Mexico, before it travels to Canada. The torch relay will start in Canada on May 30, 2015 and will make its final stop on July 10, 2015, at the Opening Ceremonies of the Toronto 2015 Pan Am Games.

Fast Facts

- Approximately 3,000 torchbearers will be required
- The Torch will travel 15,000+ km in the air and 5,000+ km on the road
- The relay will incorporate alternative modes of transportation for the Torch including plane, train and ferry boat

Parapan Am Torch Relay

The Toronto 2015 Parapan Am Torch Relay will be a 5-day inspirational journey along the Lake Ontario Waterfront Trail. Two separate Parapan Am flames will be lit in special ceremonies on August 3, 2015 – one in Ottawa and one in Niagara Falls. This unique start of two separate flames is a first in torch relay history. The Torch will make its final stop on August 7, 2015 at the Opening Ceremonies of the Toronto 2015 Parapan Am Games and will be the largest ever held for a Parapan Am Games.

Fast Facts

- Approximately 150+ torchbearers will be required
- The Torch will travel 700+ km on the road
- Multiple celebrations will be held in communities along the Waterfront Trail

Pan Am Torch Relay in Ajax

The Pan Am Ajax Local Host Committee, along with the Pan Am Ajax Community Engagement Team and TO2015 have engaged in preliminary discussions relating to the potential torch relay route, viewing/activation sites, celebration sites, celebration themes, sponsor involvement and interesting/alternative modes of torch transportation. It is expected that the torch route will travel through a good representation of the Town, and will highlight various natural landscapes, places of historic and cultural significance, Town facilities and civic landmarks. Celebration sites have been identified as Ajax Town Hall and the Audley Recreation Centre Park, although event programming for these celebrations still needs to be developed and confirmed.

Key Community Benefits

- Showcases the Town on a local, regional, provincial, national and international stage;
- Engages residents, local community groups, clubs, sports organizations and the cultural sector, enhancing civic pride and raising awareness for the Games;
- Relays important historic and cultural information to spectators;
- Supports the Town's Business Development and Tourism Strategy with specific emphasis on business engagement and sports tourism

Memorandum of Understanding

The Memorandum of Understanding ("MOU") (ATT-1) is a formal agreement between the Town ("the Community") and the Toronto Organizing Committee for the 2015 Pan American and Parapan American Games ("TO2015"). The MOU outlines the roles of each party, with the overall responsibility for staging the Torch Relay and its elements lying with TO2015, and the Community Celebrations being delivered by the Town. As per section 2.5 of the MOU, TO2015 and the Town will work together in partnership to deliver the Torch Relay by providing regular status reports, in order to ensure a successful event. Staff have had an opportunity to review a draft of the MOU prepared by TO2015, which establishes the obligations of each of the parties with respect to the staging of the Pan Am/Parapan Am Torch Relay and programmed celebrations.

Staff will keep Senior Management and Council updated on torchbearer selection and programmed celebration details as plans develop.

FINANCIAL IMPLICATIONS:

The projected budget for the Pan Am Torch Relay was included in the Municipal Designation Program, along with other celebration events. Details are outlined in the 2014/2015 New/Expanded Programs & Initiatives justification (ATT-2) in the 2014 Operating Budget. The budget for the Torch Relay event is \$10,000.

COMMUNICATION ISSUES:

N/A

CONCLUSION:

Having worked collaboratively with TO2015 on various Pan Am events leading up to the Games, including the venue announcement and the Two and One Year Countdown Events, staff expect to deliver a successful Torch Relay event in Ajax which showcases our natural and built environment, highlights our rich heritage, and celebrates our residents and strong sense of community. Staff will continue to work closely with TO2015 to organize an event that integrates well within the broader Torch Relay program and showcases Ajax on the world stage.

ATTACHMENTS:

ATT-1: Toronto 2015 Pan Am Torch Relay Memorandum of Understanding

ATT-2: 2014/2015 New/Expanded Programs & Initiatives Justification – 2015 Pan Am/Parapan Am Games

Robert Gruber – Manager, Community & Cultural Development

Tracey Vaughan-Barrett – Director, Recreation & Culture



TORONTO 2015
Pan Am/Parapan Am

25 Dockside Drive, 7th Floor
Toronto, Ontario M5A 0B5
416.957.2015
toronto2015.org

July 2nd, 2014

Town of Ajax

65 Harwood Ave. S.
Ajax, ON L1S 2H9

Attention: Marilou Murray, Manager of Strategy, Communications and Policy

Dear Marilou:

The Toronto Organizing Committee for the 2015 Pan American and Parapan American Games ("TO2015") is delighted that Town of Ajax (the "Community") wishes to host a celebration in honour of the 2015 Pan American Torch Relay (the "Torch Relay"). The Torch Relay is designed to connect and share the Pan American Flame throughout communities in the Greater Golden Horseshoe Region, Ontario and the rest of Canada.

With this letter, TO2015 is pleased to provide to the Community a copy of the standard terms and conditions which set out the requirements for the Community to host its Torch Relay celebration (the "Community Celebration"). Anticipating that the terms and conditions of the attached Schedule are acceptable to the Community, TO2015 requests that the Community:

1. complete the contact information for the Community Contact in this letter in the space provided below;
2. have an authorized representative of the Community sign this letter in the space provided below; and
3. return a duly signed and completed copy of this letter to TO2015 at the address noted above, attention: Otto Kamenzin, no later than August 15, 2014.

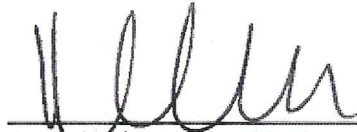
By completing, signing and returning this letter (which, together with the Schedule, will constitute the Memorandum of Understanding ("MOU") between TO2015 and the Community), the Community agrees to be bound by the terms and conditions set out herein.

TO2015 wishes to thank the Community for its interest, cooperation and support in making the Torch Relay a worthwhile and memorable experience for the Community's residents and for all Canadians.

Yours truly,

**TORONTO ORGANIZING COMMITTEE FOR THE 2015 PAN
AMERICAN AND PARAPAN AMERICAN GAMES**

Per:



Karen Hacker, LL.B., ICD.D
Senior Vice President Human Resources
and Volunteers, General Counsel and
Corporate Secretary

Agreed to and acknowledged by the Community this ____ day of _____, 2014.

For the purposes of this MOU, the Community's authorized representative (the "Community Contact")
is as follows:

Name: _____
Address: _____
Email: _____

TOWN OF AJAX

Per: _____ (signature)

Authorized Representative

Name: _____

Title: _____

SCHEDULE: TERMS AND CONDITIONS

1. Definitions.

1.1 Community Planning Guide Definitions. Capitalized terms not defined in this MOU have the meanings given to them in the CPG.

1.2 Additional Definitions. In this MOU, unless something in the subject matter or context is inconsistent therewith:

1.2.1 "CPG" means Part 1 and Part 2 of the TO2015 Torch Relay – Community Planning Guide and includes, for certainty, any updates or amendments thereto as may be made by TO2015 from time to time.

1.2.2 "Community Jurisdiction" means the government organization constituted as the local governing authority for the Community, including City, Municipality, Town, Village, District, Organized District, Unorganized District or such other designation or title as may be applicable.

1.2.3 "Confidential Information" means all information and data disclosed by TO2015 to the Community which is identified as confidential at the time of disclosure or is reasonably identifiable as confidential, including this MOU and the CPG but excluding information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Community in breach of this MOU; (ii) becomes available to the Community on a non-confidential basis from a source other than TO2015; (iii) was within the Community's possession prior to being furnished by TO2015; or (iv) is required to be disclosed pursuant to the order of a court of competent jurisdiction or government authority with jurisdiction over the Community's performance of its obligations hereunder.

1.2.4 "Games" means the Pan American and Parapan American Games to be held in and around Toronto, Ontario in the summer of 2015.

2. Roles of the Parties.

2.1 TO2015's Role. TO2015 has the overall responsibility for staging the Torch Relay and those elements of the Torch Relay in the Community as more particularly set out in the CPG.

2.2 Community's Role. The Community agrees to deliver the Community Celebration (including, but not limited to, provide planning, advisory and operational support services for the Community Celebration), without any charge to TO2015, all as more particularly set out in the CPG. The Community's and the Community Planning Team's rights and responsibilities in relation to the Community Celebration and all other aspects of the Torch Relay within the Community Jurisdiction are as set out in the CPG. The Community will, at the Community's sole expense, carry out such responsibilities as are applicable to the Community and will, through its membership and representation on the Community Planning Team and at the Community's sole expense, cause the Community Planning Team to carry out such responsibilities as are assigned to the Community Planning Team pursuant to the CPG.

2.3 Community Planning Guide. The Community acknowledges receipt of Part 1 of the CPG. The Community agrees that, notwithstanding Section 7.5 below, TO2015 may, when TO2015 (in its sole discretion) considers it necessary and appropriate to do so (for example, as additional information becomes available or if Torch Relay requirements evolve or change), provide the Community with an updated and/or amended version the CPG, whereupon the Community will treat such updated and/or amended version as the CPG for all purposes of this MOU. The parties agree that if there is a conflict between a provision in this MOU and any term, condition or statement contained in the CPG, the term, condition or statement contained in the CPG shall be deemed to be amended to the extent necessary to resolve the conflict.

2.4 Cooperation and Consultation. The parties hereby acknowledge that the successful staging of the Community Celebration and all other aspects of the Torch Relay within the Community Jurisdiction shall require cooperation and consultation between them at all times and that each of them shall make every effort to keep the other fully informed as to the progress of its plans, any particular difficulties encountered by them, any changes in plans, and without restricting the foregoing, any information which might affect the obligations of the other party. However, the Community agrees that because TO2015 has the overall responsibility for staging the Torch Relay, final decisions relating to the Community Celebration and all other aspects of the Torch Relay within the Community Jurisdiction are subject to the review and prior approval of TO2015.

2.5 Status Reports. At TO2015's request from time to time, the Community shall provide TO2015 with status reports regarding the performance of the Community's obligations pursuant to this MOU, and of the Community's activities in connection with the Torch Relay generally, at such intervals as TO2015 may reasonably direct. Each such report shall be made up to the end of the period in respect of which it is made, shall be in a form acceptable to TO2015, and shall contain such information as may be requested by TO2015 from time to time.

2.6 Special Requests. The Community acknowledges and agrees that TO2015 may from time to time request the Community to carry out obligations or provide services which go beyond, or deviate from, the Community obligations and services set out in the CPG. Such a request could result from a variety of circumstances, including circumstances which are unique to the Community and which are not reflected in the CPG, or circumstances which arise at a time when it is not practical (due to the exigencies of TO2015's obligations related to the Torch Relay) for TO2015 to provide the Community with an updated and/or amended version the CPG in accordance with Section 2.3 above. In the event that TO2015 makes any such requests, the Community will use reasonable commercial efforts to carry out the obligation or provide the services that form the subject of the request(s).

3. Community's Use of Emblem, Logo and Designation.

3.1 Licence. TO2015 hereby grants to the Community a non-exclusive, non-transferable, royalty-free, limited and restrictive licence (the "Licence") to use such TO2015 Torch Relay mark(s) and such Community designation, all as determined by TO2015 in its sole discretion, for non-commercial purposes subject to the terms and conditions described in this MOU, the CPG and such graphic standards manual as may be provide by TO2015 to the Community from time to time. All rights, opportunities and approvals not expressly granted to the Community by this MOU and/or the CPG are reserved by TO2015. The Licence will be in effect for a limited term commencing on the date that TO2015 officially announces the Torch Relay to the public (currently scheduled to be around or about October, 2014) and terminating on August 15, 2015, unless TO2015 (in its sole discretion) delivers a

notice to the Community terminating the Licence earlier. The Community will use such TO2015 Torch Relay mark(s) and Community designation (the "Use"):

- 3.1.1 only while the Licence is in effect;
- 3.1.2 only in Canada;
- 3.1.3 only in connection with the Community Celebration and other aspects of the Torch Relay within the Community Jurisdiction;
- 3.1.4 only in accordance with TO2015's specifications, directions, and standards as stipulated by TO2015 (including specifications, directions and standards specified in the CPG) to the Community from time to time; and
- 3.1.5 in such manner so as to ensure that no association whatsoever, other than as strictly contemplated by the Use, is created between TO2015, the Games or the Torch Relay, on the one hand, and any other entity, commercial or otherwise, on the other hand.

4. Insurance and Indemnity.

4.1 **Insurance.** The Community hereby agrees to put in effect and maintain insurance for the term of this MOU, as its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person in the business of the Community would maintain, including such minimum coverage as follows:

- 4.1.1 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 five million dollars (\$5,000,000) per occurrence (except where pyrotechnics may be used, in which case the limit shall be not less than ten million dollars (\$10,000,000). The policy shall include the following:
 - (a) TO2015 and its members, directors, officers, agents, partners, affiliates, appointees, employees and volunteers (collectively, the "Indemnified Parties") are named as additional insureds with respect to liability arising out of the acts or omissions of the Community, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors;
 - (b) contractual liability coverage;
 - (c) host liquor liability coverage (where applicable);
 - (d) cross-liability clause/severability of interest;
 - (e) contingent employers liability coverage;
 - (f) employers liability and voluntary compensation coverage (or compliance with Workplace Safety and Insurance Act ("WSIA") coverage, as applicable);
 - (g) 30-day written notice of cancellation, termination or material change;
 - (h) tenants legal liability coverage (where applicable);
 - (i) non-owned automobile coverage with blanket contractual coverage for hired automobiles; and
 - (j) policy will be primary to any other insurance that may be available to the Indemnified Parties;

- 4.1.2 automobile liability policy for owned or leased vehicles that will be used in connection with this MOU for a limit of not less than two million dollars (\$2,000,000);
 - 4.1.3 all risks property insurance on the property/mobile equipment owned, leased, rented or borrowed by the Community, its agents or sub-contractors to be used in connection with this MOU. Such policy(ies) will include a waiver of subrogation clause against TO2015 and its directors, officers and employees; and
 - 4.1.4 errors and omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the obligations contemplated in this MOU, in the amount of not less than one million dollars (\$1,000,000) per claim in the annual aggregate.
- 4.2 **Subcontractor Insurance.** The Community shall require that each of its subcontractors obtain all the necessary and appropriate insurance that prudent person in the business of the subcontractor would maintain, and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract with the Community for the provision of services.
- 4.3 **Proof of Insurance.** The Community shall provide TO2015 with proof of the insurance required by this MOU in the form of valid certificates of insurance that reference this MOU and confirm the required coverage, before the execution of the MOU by TO2015, and renewal replacements on or before the expiry of such insurance. Such proof of insurance shall include delivery of a valid clearance certificate of WSIA coverage to TO2015, where applicable.
- 4.4 **Deductibles and Self-Insured Retentions.** All deductibles and self-insured retentions shall be the responsibility of the Community.
- 4.5 **Indemnity.** The Community shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all actions and claims of whatsoever nature or kind, as well as from and against any and all damages, liabilities and losses resulting therefrom, that may be brought or made by whomsoever, or suffered, directly or indirectly, by reason of or in any way arising out of or in connection with:
- 4.5.1 any negligent act or omission or wilful misconduct by the Community or any of its representatives in connection with the performance of the Community's obligations under this MOU;
 - 4.5.2 any breach by the Community of any provision of this MOU; and
 - 4.5.3 any alleged violation of any applicable laws by the Community or any of its representatives in connection with the performance of the Community's obligations under this MOU.

5. Term and Termination.

- 5.1 **Term.** The term of this MOU shall commence upon signing and end upon the full performance by the parties of all their respective obligations hereunder following conclusion of the Community

Celebration and all other aspects of the Torch Relay within the Community Jurisdiction, subject to any early termination permitted hereby.

5.2 Termination for Cause. In the event of a material breach of this MOU by a party, the other party may terminate this MOU for cause immediately upon written notice to such breaching party, without further liability to the non-breaching party under this MOU.

5.3 Termination by TO2015 for Games Exigencies or Cancellation. Due to the exigencies of TO2015's obligations related to the Torch Relay and the Games, TO2015 may terminate this MOU for any reason upon giving fifteen (15) days' written notice of termination to the Community, without any liability to TO2015 under this MOU. In the event that the Games and/or Torch Relay are cancelled, TO2015 may terminate this MOU immediately on written notice of termination to the Community, without any liability to TO2015 under this MOU.

5.4 Termination for Force Majeure. In the event of a force majeure event which renders the staging of the Community Celebration impossible, either party may terminate this MOU upon written notice to the other party, without any liability to either party under this MOU.

6. TO2015 Conditions.

6.1 No Liability of Unrelated Parties. The Community acknowledges that none of the Dominion of Canada, the Province of Ontario, the City of Toronto, the Pan American Sports Organization, the International Olympic Committee, the International Paralympic Committee, the Pan American Sports Organization, the Americas Paralympic Committee, nor any department, agency, director, officer, member, minister, councilperson, servant, employee, agent or volunteer of any of the foregoing entities (each, an "Unrelated Party"), shall incur any financial responsibility or liability by virtue of or arising from the Unrelated Party's relationship to TO2015.

6.2 Restricted Publicity and Marketing Rights. Except for those rights expressly granted in this MOU (including those rights that may be granted in the CPG), the Community agrees to obtain the prior written consent of TO2015, which consent may be withheld by TO2015, as follows:

- 6.2.1 prior to the Community publicly disclosing its relationship with TO2015 for promotional purposes, including by means of distribution of literature, verbal declarations or announcements through any medium whatsoever;
- 6.2.2 prior to the Community using "TO2015", "Toronto 2015", any official mark, logo or mascot of the Games or any other TO2015 identification or trademark, as a reference or means of promotion or publicity; and
- 6.2.3 prior to the Community disclosing or promoting its relationship with TO2015 in any communication or manner whatsoever as a basis to create an association, express or implied, between the Community and the Unrelated Parties.

TO2015 and the Community are independent contracting parties, and nothing contained in this MOU shall be deemed to create a partnership, joint venture or agency relationship between them; nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

7. General

7.1 Confidentiality. The Community will keep strictly confidential its participation and involvement in the Torch Relay and the Community Celebration until such time that TO2015 has publicly announced the Torch Relay route and the Community's participation in the Torch Relay. In addition, the Community will:

- 7.1.1** keep all Confidential Information in strict confidence and will not, without TO2015's prior written consent, disclose any such Confidential Information to any person not expressly authorized by TO2015 to review such Confidential Information;
- 7.1.2** not, without TO2015's prior written consent, use any Confidential Information for any purpose other than for the performance of the Community's obligations under this MOU; and
- 7.1.3** if the Community is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario) (or any equivalent provincial legislation of general application in the Community Jurisdiction) or the *Access to Information Act* (Canada), the Community will notify TO2015 of any request received under such legislation for disclosure of Confidential Information and will consult with TO2015 prior to making any disclosure of Confidential Information in response to such request.

7.2 FIPPA. The Community acknowledges and agrees that The Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31, as amended ("FIPPA") applies to TO2015 and TO2015 is required to comply with FIPPA. FIPPA governs this MOU and all records (collectively "Records") created in connection therewith. TO2015 may be required to disclose this MOU under FIPPA or, alternatively, may choose to make voluntary disclosure by way of posting on its website. TO2015 will, within the time period provided in FIPPA for a party to exercise its rights to prevent disclosure of information, advise the Community of any request for information that relates to the Community or of TO2015's intention to voluntarily release any information and/or document which contain information that relates to the Community. TO2015 agrees that it will not disclose any information related to the Community which would be exempt from disclosure under Section 17 of FIPPA. Further, TO2015 will work with the Community to redact information, on the basis that information so redacted constitutes information that is exempt from disclosure, prior to disclosure on the terms and conditions set out in FIPPA.

7.3 Further Assurances. Each of TO2015 and the Community will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this MOU.

7.4 Time of the Essence. Time is of the essence of this MOU.

7.5 Entire MOU. This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this MOU.

7.6 Amendments and Waivers. No amendment to this MOU will be valid or binding unless set forth in writing and duly executed by both of the parties hereto. No waiver of any breach of any provision of this MOU will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

7.7 Notices. Any demand, notice, invoice or other communication to be given in connection with this MOU, must be given in writing and will be given by personal delivery, by registered mail or by electronic mail (e-mail) addressed:

in the case of TO2015 as follows:

Toronto Organizing Committee for the
2015 Pan American and Parapan American Games
25 Dockside Drive, 7th Floor
Toronto, ON M5A 0B5

Email: Steve.Wallace@Toronto2015.org
Attention: Steve Wallace

Email: Jim.Jermyn@Toronto2015.org
Attention: Jim Jermyn

and in the case of the Community, to the Community Contact,

65 Harwood Ave. S. Ajax, ON L1S 2H9

Email: marilou.murray@ajax.ca
Attention: Marilou Murray

or to such other street address, individual or electronic mail (e-mail) address as may be designated by notice given by either party to the other.

7.8 Community Authorized Representative. The Community hereby designates the Community Contact as its authorized representative for all purposes related to this MOU. The Community will ensure that such Community Contact transacts with or otherwise deals with TO2015 at all times in relation to this MOU.

7.9 Governing Law and Attornment. This MOU is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario.

7.10 Severability. If any provision of this MOU is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this MOU, and any such void or unenforceable provision may be severed from this MOU without affecting the remainder of the MOU.

7.11 **Assignment.** The Community must not assign its rights and/or obligations under this MOU without TO2015's prior written consent, which consent may be granted or withheld in TO2015's sole discretion.

7.12 **Binding Effect.** This MOU shall be binding on the Community's successors and permitted assigns and shall enure to the benefit of any successors and assigns of TO2015.

7.13 **Counterparts.** This MOU may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this MOU by any party by electronic transmission will be as effective as delivery of a manually executed copy of this MOU by such party.

7.14 **Language.** The Parties hereto have requested that this MOU and all correspondence and all documentation relating to this MOU be written in the English language. Les Parties aux présentes ont exigé que la présente convention, de même que toute la correspondance et la documentation relative à cette convention, soient rédigées en langue anglaise.

**TOWN OF AJAX
2014 BUDGET
NEW / EXPANDED PROGRAMS & INITIATIVES**

DEPT./SECTION:	620 - Office of the CAO	BUSINESS UNIT NO:	1104
DESCRIPTION:	2015 Pan Am/Parapan Games		
START DATE:	January 2014	SUBMITTED BY:	Marilou Murray

JUSTIFICATION

The Town of Ajax will welcome the world to Ajax by participating as a partner in the delivery of the TO2015 Pan Am/Parapan Games, hosted in southern Ontario in July & August, 2015. Ajax will host all baseball and softball games from July 10 – 26 at the Ajax Pan Am Ball Park, located at the Audley Sports Complex.

As a host community, the Town is responsible for the infrastructure (ball diamond upgrades), pre-game community engagement including special events; volunteer recruitment and support; signage and the look and feel of the games throughout the Town through the Municipal Designation Program; marketing and promotions; and municipal services needed to host the games and legacy program development.

In 2014, a focus will be spent on community engagement and activation through various special events, including 1 Year Countdown (\$27,000); volunteer recruitment and engagement; brand development (\$4,000); promotions and marketing through various communications tactics (\$16,500); staff engagement (\$8,000).

The primary focus for 2015 will involve activities related to pre and games time activation. Activities include a comprehensive volunteer training and recognition program (\$32,600); various special events and community arts and cultural program (\$34,500); Municipal Designation program, including 41 day celebration, torch relay, opening/closing ceremonies and Ajax banner program (\$132,500); promotions and marketing (\$30,000); committee initiatives and meeting expenses (\$20,500); and part-time staff to support various operational functions leading up to and including games time (\$105,300).

BUDGET	2014	2015
EXPENDITURE:	\$ 55,500	\$ 355,400
LESS: REVENUE/RECOVERIES		
NET BUDGET	\$ 55,500	\$ 355,400