

**THIS MEMORANDUM OF UNDERSTANDING  
is made in quadruplicate as of the 31<sup>st</sup> day of January, 2013**

BETWEEN

**PRIDEHOUSE TO VOTING MEMBER ORGANISATIONS**

(the “**Leadership Team**”)

-and-

**THE 519 CHURCH STREET COMMUNITY CENTRE**

(“**The 519**”)

**WHEREAS** The 519 is established as an agency of the City of Toronto to provide a range of social, recreational, educational programs and services to meet the needs of the local community and the LGBTQ communities.

**AND WHEREAS** the Leadership Team, consisting of approved Member Organizations (as defined in section 1.1 below), is responsible to establish and lead the development, implementation, evaluation and documentation of a LGBTQ-inclusive experience during, leading up to, and following the Toronto 2015 Pan/ParaPan Am Games, to be held in Toronto, Ontario and its surrounding areas on July 10-26, 2015 (Pan Am Games) and August 7-14, 2015 (ParaPan Am Games) (collectively the “**Games**”).

**AND WHEREAS** the Games will be the largest multi-sport event ever held in Canada and will provide an opportunity for the LGBTQ community in Toronto to showcase our organizations, people and history while raising the profile of LGBTQ people in sport and within the Pan-American region.

**AND WHEREAS** the Leadership Team requires the assistance of The 519 to fulfill certain responsibilities in undertaking the PrideHouseTO Project (as defined in section 1.1. below) for a LGBTQ-inclusive multi-sport games; profile and celebrate LGBTQ champions in sport; celebrate sports and the LGBTQ communities across the Games’ venues; profile diversity and ability of participation in sports from recreational to competitive; raise awareness of issues relating to homophobia / transphobia in sport and LGBTQ rights in sport and in the Pan-American region

across local and international audiences; and create a community legacy from the games including the legacy of a stronger, more cohesive LGBTQ community throughout the Games;

**AND WHEREAS** The 519 has been selected to undertake fiduciary, charity and certain administrative functions in partnership with the Leadership Team through a formal Request For Information (as defined in section 1.1 below) process and upon unanimous agreement of the Member Organizations;

**THEREFORE** in consideration of the mutual covenants and agreements in this Memorandum of Understanding (hereinafter "**MOU**") and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **DEFINITIONS**

1.1 The following terms shall be used throughout this MOU according to the meaning specified below:

- a) "Agency" means a city board is an agent of the City under the *City of Toronto Act 2006*, c. 11, Sched. A, s. 142 (2).
- b) "Co-Chairs" means the current two (2) Member Organizations determined by a vote of the Leadership Team to be responsible for setting the Leadership Team's agendas, coordinating the Leadership Team and helping to frame the tone and direction of the Leadership Team's meetings and work, all in accordance with the four (4) Co-Chair terms and selection process set out in the Project Terms of Reference.
- c) "Confidential Information" means:
  - (i) any non-public information, including but not limited to, business plans, financial, statistical, personnel, technical and general data, specifications, documentation, rules, procedures or contracts related to the operations of The 519, the Member Organizations or pertaining to any non-party to this MOU, which come to the attention of the Parties in the course of carrying out the PrideHouseTO Project or this MOU; and

- (ii) any information disclosed to or obtained by the Parties in connection with the PrideHouseTO Project and which has been identified by The 519 or a Member Organization as information which should be treated as confidential.
  
- d) "Games" means collectively the Toronto 2015 Pan Am Games (July 10-26, 2015) and the Toronto ParaPan Am Games (August 7-14, 2015).
  
- e) "Leadership Team" means the association of Member Organisations that collectively are the organisers of the PrideHouseTO Project and activities for the Games.
  
- f) "LGBTQ" means Lesbian, Gay, Bisexual, Transgender, Transsexual, Intersex, Two-spirited, Queer or Questioning people, and all other members of the sexual- and gender-diverse communities.
  
- g) "Member Organisations" means the LBGTQ community organisations engaged in leading the PrideHouseTO Project as part of the Leadership Team and as listed in the attached Appendix "A".
  
- h) "Member Organisation Board" means the group of people, governing body or senior members of the specific Member Organisation referred to, which may be called a board of directors, a collective, an executive, a steering committee, or some such other name that that organisation has chosen. To meet the definition of "Member Organisation Board", this individual or body must have the ability to bind the organisation and in so doing commits to, and demonstrates broad organisational commitment to, the PrideHouseTO Project.
  
- i) "Participant" means any athlete, coach, trainer, official, guests or spectator who is attending the Games.
  
- j) "Parties" or "Party" means The 519 and/or any Member Organizations belonging to the Leadership Team and are signatories to this Memorandum of Understanding and listed in the attached Appendix "A" or any amendment/addendum thereto.
  
- k) "PrideHouseTO Project" means all activities, tasks and initiatives for PrideHouseTO and all of its facets, including all work done by the Leadership Team and all of its working groups and agents.

- l) "Project Terms of Reference" means the governing document outlining the relationship and accountability framework across the Member Organizations related to the LGBTQ Community Engagement strategy and are attached in Appendix "B" and is subject from subject form time to time for amendments.
- m) "Request for Information" means the documentation and formal process entered into by The 519 on July 5, 2012 to be selected to provide The 519 services over the course of the planning, delivery, evaluation and documentation of the PrideHouseTO Project, attached as Appendix "C".
- n) "TO2015" means means the organising committee for the Toronto 2015 Pan/Parapan Am Games.
- o) "The 519" means the board of management of The 519 Church Street Community Centre, as chosen through the Request for Information, which is an Agency of the City of Toronto and includes its employees, officials, and any designates.
- p) "Trustee Fee" means the amount mutually agreed upon by the Parties to be paid to The 519 for the expenses, administrative and staff fees incurred by The 519 commensurate with the expectations and costs associated with this agreement and any subsequent request, proposal or project.

## 2. **TERM**

- 2.1 Subject to earlier termination under section 7, this MOU is effective from February 1, 2013 until December 31, 2015 or by extension as mutually agreed upon by the Parties (the "**Term**").

## 3. **THE 519 RESPONSIBILITIES**

- 3.1 The 519 shall in good faith and in accordance with the Project Terms of Reference:
  - a) Provide organizational resources and support to the Leadership Team in accordance with the Project Terms of Reference and the Request for Information submission.

- b) Provide staff and organizational resources to centralize financial management of the PrideHouseTO Project resources, manage the day-to-day activities and operationalize decisions made by the Co-Chairs and the Leadership Team within approved budgets and work-plans.
- c) Provide organizational credibility, accountability, management and accounting services for the PrideHouseTO Project through approved systems of financial policy, audits and management oversight.
- d) Coordinate PrideHouseTO Project outcomes, sponsor and partner relations, and brand management as approved by the Co-Chairs and the Leadership Team.
- e) Provide regular update reports on PrideHouseTO Project goals, milestones and critical path to the Co-Chairs and the Leadership Team in a manner and format that is mutually agreeable between The 519, Co-Chairs and the Leadership Team.
- f) Liaise and engage with key members, partners, stakeholders and funders within the principles and expectations approved by the Co-Chairs and the Leadership Team.
- g) Maintain the official records of the PrideHouseTO Project including contracts, minutes, terms of reference, list of Membership Organizations and official representatives and all other correspondence and PrideHouseTO Project related materials.
- h) Work in partnership with the Co-Chairs to ensure effective Leadership Team meeting preparations including communications, agenda preparation, facilitation models and logistics including but not limited to room bookings and refreshments. The 519 will provide a staff member or volunteer to assist in note taking for meetings of the Co-Chairs and the Leadership Team.
- i) Support the Leadership Team's councils and working groups by providing space, meeting preparation, note and record-keeping and other administrative support services as required;
- j) Be responsible for the day-to-day administration and operation of the PrideHouseTO Project's communications channels including social media, website, media relations and

print materials within the strategy and direction approved by the Co-Chairs, Leadership Team and its councils and working groups.

- k) Operate in accordance with its all of its applicable policies, notably but not limited to those relating to conflicts of interest, procurement and anti-discrimination which are to be distributed to the Leadership Team.
- l) Comply with all covenants and other provisions of this MOU.
- m) Comply with all federal, provincial and municipal legislation, by-laws and policies related to the subject matter of this MOU.

#### 4. **LEADERSHIP TEAM RESPONSIBILITIES**

4.1 The Leadership Team shall in good faith and in accordance with the Project Terms of Reference shall:

- a) Establish and approve the structure and responsibilities of the Co-Chairs, the Leadership Team and its councils and working groups.
- b) Determine and approve its strategic / project plan for the PrideHouseTO Project as well as each of its councils and working groups.
- c) Establish and approve a budget for all PrideHouseTO Project activities and ensure resources and/or funding is available to support the PrideHouseTO Project.
- d) Provide strategic oversight and leadership to the planning and operations of the PrideHouseTO Project.
- e) Establish and approve an action plan that includes a four-pillar community engagement plan that includes Policy Advocacy, Village Festival, Community Ambassadors, and the Community Hub, all of which shall be integrated and effectively coordinated to achieve the PrideHouseTO Project goals.

- f) Develop and maintain effective positive community relations including utilizing creative outreach and recruitment strategies to foster volunteer engagement;
- g) Govern themselves in the spirit of organizational and community accountability, ethical decision-making, fiscal responsibility and in the best interests of advancing the PrideHouseTO Project objectives, all in accordance with the Project Terms of Reference.
- h) Comply with all covenants and other provisions of this MOU.
- i) Comply with all federal, provincial and municipal legislation, by-laws and policies related to the subject matter of this MOU.

**5. JOINT PARTY OBLIGATIONS**

5.1 The Parties shall in good faith:

- a) Agree that the Project Terms of Reference are a governing document for the purposes of this MOU and they may be amended from time to time subject to approval by the Leadership Team.
- b) Collaborate to identify and secure core funding and sponsorship for the PrideHouseTO Project, including the activities to be undertaken by The 519 outlined in this MOU.
- c) Agree that approved budgets, grant requests and sponsorship proposals may include the payment of Trustee Fees as determined by the Parties.
- d) Effectively support and manage the relationship with TO2015.
- e) Agree to disclose any potential conflict of interest that might compromise the PrideHouseTO Project or the obligations of the Parties under this MOU. The Parties must also disclose whether they are aware of any City of Toronto employee, Council member or member of a City of Toronto agency, board or commission or employee thereof having a financial interest in the PrideHouseTO Project and the nature of that interest. If such an interest exists or arises The 519 and the Leadership Team agree to

enter into the process outlined in section 7 until the matter is resolved to the Parties' satisfaction.

- f) Establish a branding, communications and marketing plan for PrideHouseTO Project identity standards which includes protocols for public events, representation and spokespersons regarding the PrideHouseTO Project. Said plan shall outline who may speak on behalf of and represent the Leadership Team and the PrideHouseTO Project to the public and media.
- g) Agree that the various Member Organizations are independent of each other with their own distinct mandates and organizational priorities. The relationship is not one of employer-employee. Neither is there any intention to create a legal partnership, joint venture or joint enterprise between the Parties.
- h) Comply with all covenants and other provisions of this MOU.

## 6. **FUNDING AND EXPENSES**

The 519 shall:

- a) Manage the PrideHouseTO Project's funds in strict adherence to the budget approved by the Leadership Team. Any financial decisions that are not reflected in the approved budget must be brought to the Leadership Team for approval prior to their undertaking. The 519 will provide regular financial reports in a manner and format that is mutually agreeable and ensures the efficient effective monitoring of PrideHouseTO Project funds as required by the Leadership Team throughout the Term.
- b) Maintain a separate chart of accounts for the PrideHouseTO Project funds, including but not limited to a breakdown of each of the working group expenditures as specified by the Leadership Team.
- c) Process all payments and procurement processes in accordance with practices and policies approved by the Leadership Team.
- d) Submit all grant requests and sponsorship proposals and work in partnership with the Leadership Team and its working groups to identify funding opportunities, develop



proposals and finalize submissions. All funding submissions require the approval of The 519 as well as the Leadership Team or its Co-Chairs, as delegated.

- e) Authorize and administer the collection of revenue and payment of expenses within the budget approved by the Leadership Team.
- f) Provide charitable tax receipts for all allowable donations made to the PrideHouseTO Project and allocate them to the PrideHouseTO Project funds. Charitable donations must be used for charitable purposes as defined by applicable government regulation and The 519 shall ensure donations are used within this regulation.
- g) Provide the Leadership Team with a copy of its annual audit within forty-five (45) days of receipt of final annual audit.

7. **DISPUTE RESOLUTION AND TERMINATION PROVISIONS**

- a) The Parties are committed to working together in good faith and in a cooperative and collaborative manner. Where differences arise, the Parties agree to address their differences in a timely, respectful and open manner. The Parties further agree to work in the best interests of the PrideHouseTO Project goals and objectives outlined in the Project Terms of Reference and the terms of this MOU.
- b) Should either Party fail to perform its obligations under the Project Terms of Reference or this MOU, or should a dispute arise between the Parties, or clarification related to the Project Terms of Reference or this MOU be required, the Parties shall attempt to clarify and resolve the matter informally. If informal resolution is unsuccessful then any Party may at any time initiate the following dispute resolution process:
  - i. Call a meeting where The 519 and the Co-Chairs shall review and resolve the matter by vote of simple majority; and
  - ii. Should resolution of a dispute under subsection 7 (b)(i) not be satisfactory to any Party, the Party may call a meeting with The 519 and the Leadership Team to review and resolve the matter by voting in accordance with the Project Terms of Reference and the Roberts' Rules of Order specified in section 3.2 thereof.

(collectively the “**Dispute Resolution Process**”)

- c) Should the outcome of a dispute according to the Dispute Resolution Process not be in accordance with the policies or mandate of The 519, The 519 may terminate this MOU and sever its relationship with the Leadership Team by passing a Board resolution indicating the same and delivering a copy of said resolution to the Leadership Team.
- d) Should the outcome of a dispute according to the Dispute Resolution Process not be in to the satisfaction of The Leadership Team, it may terminate this MOU and their relationship with The 519 by a 2/3 majority vote of the Member Organizations.
- e) In the event of such termination, neither Party shall incur any liability except for the payment of goods, materials, articles, equipment, work or services that have been approved by the Leadership Team and satisfactorily delivered or performed at the time of termination.
- f) Any funds remaining with The 519 at the time of separation will be returned to the funders and grantors from which they came, subject to final accounting of funds and payment for any and all outstanding costs incurred in the course of the PrideHouseTO Project. With the permission of the funder or grantor, The 519 shall transfer the funds to a new party duly selected by the Leadership Team.

## 8. **PRIVACY**

- 8.1 The Parties agree to act in accordance with any applicable privacy legislation including, but not limited to the *Municipal Freedom on Information and Protection of Privacy Act*.

## 9. **INDEMNIFICATION**

- 9.1 The Leadership Team and Member Organizations will, both during and following the term of this agreement, indemnify and save harmless the Trustee from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Leadership Team and Member Organizations pursuant to this agreement.

9.2 The Trustee will, both during and following the term of this agreement, indemnify and save harmless the Leadership Team and Member Organizations from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Trustee pursuant to this agreement.

10. **INSURANCE**

10.1 The 519 shall obtain and maintain in full force and effect during the term of this Agreement, general liability insurance in an amount determined by the City of Toronto in respect to its responsibilities as trustee as outlined in this Agreement.

10.2 The Leadership Team shall obtain and maintain general liability insurance in an amount determined by the City of Toronto in respect to any activities or events undertaken or offered as part of the PrideHouseTO initiative.

11. **WAIVER**

11.1 No delay or omission by either Party in exercising any right or remedy hereunder or with respect to the provision of the PrideHouseTO Project funds shall operate as a waiver thereof or of any other right of remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Furthermore, either Party may remedy any default of the other Party hereunder with respect to the PrideHouseTO Project funds in any reasonable manner after failure of the Escalation Process outlined in subsection 7(b). All rights and remedies of the Parties granted and recognized herein are cumulative and may be exercised at any time and from time to time independently or in combination.

12. **NOTICE**

12.1 Any notice given under this MOU shall be in writing and any such notice shall be served either by personal delivery to The 519 or to Member Organizations by email, facsimile, registered mail, courier or postage paid, at the following addresses:

(a) if to The 519, at:

Executive Director, The 519  
519 Church Street, Toronto, ON M4Y 2C9  
Email: MLawless@The519.org

(b) if to OutSport Toronto, at:

Chair, OutSport Toronto  
1707-77 Carlton Street, Toronto, ON M5B 2J7  
Shawn.sheridan@OutSportToronto.org

(c) if to ETFO, at:

President, ETFO  
1000-480 University Avenue, Toronto, ON M5G 1V2  
shammond@etfo.org

(d) if to TORONTO PFLAG, at:

President, Toronto PFLAG  
200 Wolverleigh Blvd., Toronto, ON M4C 1S2  
toronto.office@pflag.ca

(e) if to CWVBIA, at:

Chair, CWVBIA  
519 Church Street, Toronto, ON M4Y 2C9  
liz@rainbow.travel

(f) if to Pride Toronto, at:

Executive Director, Pride Toronto  
14 Dundonald Street, Toronto, ON M4Y 1K2  
kevin@PrideToronto.com

(g) if to Egale Canada Human Rights Trust, at:

Executive Director, Egale Canada Human Rights Trust  
185 Carlton Street, Toronto, ON M5A 2K7  
Helen\_Kennedy@Egale.ca

(h) if to University of Toronto, at:

Director, Mark Bonham Centre for Sexual Diversity Studies  
15 King's College Circle, Toronto, ON M5S 3H7  
Sexual.Diversity@UToronto.ca

(i) if to GLISA North America, at:

President, GLISA-NA  
52-46000 Thomas Road, Sardis, BC V2R 5W6  
glarocque@shaw.ca

(j) if to OGLCC, at:

President, OGLCC  
39 River Street, Toronto ON M5A 3P1  
info@OGLCC.com

12.2 Any notice given in accordance with subsection 9.1 hereof, shall be deemed to have been given on the day of delivery and shall be deemed if sent by email, facsimile, registered mail, courier or postage paid to be received five (5) days after sending in Canada (except in the event of a postal interruption, in which event such notice shall be deemed to be received when received).

12.3 Any of the Parties hereto may at any time give notice under this section 9 to the other of a change of address and thereafter such changed address shall be substituted for the previous address set out in subsection 9.1 hereof.

### 13. MISCELLANEOUS

- 13.1 This MOU shall be binding upon and ensure to the benefit of The 519, the Leadership Team and its Member Organizations, and their respective successors and assigns; provided however, The 519 shall not assign any of its rights or obligations hereunder without the written consent of the Leadership Team, which consent shall not be unreasonably withheld.
- 13.2 Words importing the masculine gender shall include the feminine and neuter, and words importing the feminine gender shall include the masculine and neuter, and the singular number shall include the plural and the plural number shall include the singular, where the context so requires.
- 13.3 This MOU and the Project Terms of Reference embodies the entire agreement and understanding between the Parties hereto and supersedes all prior agreements, and undertakings whether oral or written relative to the subject matter hereof.
- 13.4 If any provisions under this MOU of the application thereof to any circumstances are held to be invalid or unenforceable, the remaining provisions of this MOU or the application thereof to other circumstances are not affected thereby and are valid and enforceable to the fullest extent permitted by law.
- 13.5 This MOU is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario, and the laws of Canada applicable thereto. The Parties agree that any dispute shall be placed before the jurisdiction of the courts in Toronto, Ontario.
- 13.6 For so long as any part of the PrideHouseTO Project fund and/or financial obligations remain outstanding and unpaid, all obligations of The 519 under this MOU shall expressly or by their nature survive termination or expiration of this MOU and shall continue in full force subsequent to and notwithstanding such termination or expiration until and unless they are satisfied or by their nature expire.
- 13.7 The division of this MOU into paragraphs, subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this MOU.

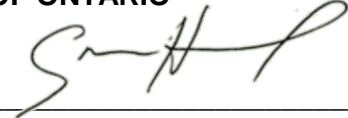
13.8 Appendices "A," "B" and "C" shall form an integral part of this MOU.

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**IN WITNESS WHEREOF** each of the Parties have caused this MOU to be executed and delivered by its duly authorized officers.

) **OUTSPORT TORONTO**  
)  
)   
) \_\_\_\_\_

) Name: Shawn Sheridan  
) Title: Chair  
) I have authority to bind the corporation  
)

) **ELEMENTARY TEACHERS FEDERATION**  
) **OF ONTARIO**  
)   
) \_\_\_\_\_

) Name: Sam Hammond  
) Title: President  
) I/we have authority to bind the corporation  
)

) **TORONTO PFLAG**  
)   
) \_\_\_\_\_

) Name: Irene Miller  
) Title: President  
) I/we have authority to bind the corporation  
)

) **CHURCH WELLESLEY VILLAGE**  
) **BUSINESS IMPROVEMENT AREA**  
)  
) \_\_\_\_\_

) Name: Liz Devine  
) Title: Co-Chair  
) I/we have authority to bind the corporation







**APPENDIX "A"**

PRIDEHOUSE TO LEADERSHIP TEAM TERMS OF REFERENCE  
+ LEADERSHIP TEAM MEMBER ORGANIZATIONS

**APPENDIX "B"**

REQUEST FOR INFORMATION