

**MEMORANDUM OF UNDERSTANDING**  
(the "MOU")

**BETWEEN:**

**CITY OF HAMILTON**  
(the "City")

**-AND-**

**HAMILTON100 COMMONWEALTH GAMES BID CORPORATION**  
(**"Hamilton100"**)

(Each a "**Party**" and collectively the "**Parties**")

**WHEREAS** the City is a municipality created by the *City of Hamilton Act*, 1999, S.O. 1999, c.14, Sched. C;

**AND WHEREAS** Hamilton100 is a corporation incorporated under the *Canada Not-for-profit Corporations Act*, S.C. 2009, c.23 and was created for the purpose of organizing, facilitating, preparing, financing and submitting a hosting proposal to secure the 2030 Commonwealth Games in Ontario (the "**Proposal**");

**AND WHEREAS** the Parties previously entered into a memorandum of understanding dated October 3, 2019, as amended, which established areas of collaboration between the Parties in relation to the initial development of the Proposal;

**AND WHEREAS** Hamilton100 has subsequently submitted the Proposal to key Commonwealth Games 2030 stakeholders, including the Provincial Government of Ontario and the Federal Government of Canada, in order to commence the Multi-Party Agreement negotiation process;

**AND WHEREAS** Hamilton100 wishes for the City to become a key stakeholder in the further development and promotion of the Proposal;

**AND WHEREAS** on May 25, 2022, the Council of the City of Hamilton ("**Council**") authorized and directed City staff to negotiate a revised draft memorandum of understanding with Hamilton100 for Council's review and consideration.

**AND WHEREAS** the Parties acknowledge and agree that the City shall execute this MOU subject to the following conditions: (i) that the City shall not assume any liability of any kind, be it legal, financial or otherwise, in relation to the Proposal and (ii) that this MOU shall not be legally binding upon the City;

**NOW THEREFORE**, in consideration of the foregoing, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the City and Hamilton100 agree as follows:

**1. PRIMARY OBJECTIVES AND TIMELINES**

1.1. The Primary objectives of this MOU are as follows:

- (a) to confirm Hamilton100's commitment to lead the development of the Proposal for a potential Canadian bid in relation to the 2030 Commonwealth Games;
- (b) to establish the scope of work Hamilton100 are assuming in relation to the development of the Proposal; and
- (c) to establish the role and resources required from the City to support the evolution of the Proposal.

1.2. The Parties further acknowledge and agree that the Proposal shall:

- (a) celebrate Hamilton's legacy with the Commonwealth Games and, particularly, the 100th anniversary of the initial British Empire Games held in Hamilton in 1930;
- (b) align with the City's vision ("To be the best place to raise a child and age successfully"), plans, values and priorities including, in particular, its:
  - (i) commitment to equality, diversity, accessibility, tolerance, Green/climate change initiatives, social procurement and social housing; and
  - (ii) Strategic Plan and Recreational Indoor/Outdoor Master Plan;
- (c) enhance Hamilton's reputation, identity and civic pride;
- (d) maximize investment in Hamilton wherever possible;
- (e) utilize existing facilities in Hamilton where appropriate;
- (f) engage in public/private partnerships where appropriate; and
- (g) identify and create long-term legacy projects, and supportive public and private stakeholders, that will facilitate serving the needs of the Hamilton community.

**2. CITY OBLIGATIONS**

The City shall:

- (a) advocate for provincial and federal financial support for the Proposal as part of the City's government relations activities; and

- (b) provide Hamilton100 with an updated letter of endorsement, signed by the Mayor, to host the 2030 Commonwealth Games which acknowledges that the City may be a financial contributor towards the planning, delivery and legacies of the 2030 Commonwealth Games. The City acknowledges that such letter shall be added to the Proposal.

**3. HAMILTON100 OBLIGATIONS**

Hamilton100 Shall:

- (a) continue to engage with Commonwealth Sport Canada and other public and private stakeholders to advance the primary objectives and timelines under this MOU;
- (b) advocate for provincial and federal financial support for the Proposal, and
- (c) promptly communicate with the City on matters relevant to the advancement of the primary objectives and timelines under this MOU.

**4. COMMUNICATIONS**

Hamilton100 and the City shall jointly develop and enter into a communications protocol satisfactory to both Parties. The communications protocol will identify Hamilton100 as the lead agency for the development and delivery of bid communications and outline how and when the City will promote Hamilton100 communications on its channels for major announcements and milestones, which shall include the use of the City's social media channels, the City's website and digital/physical assets used by the City for promotional purposes.

**5. PRINCIPAL CONTACTS**

The principal contacts for each Party are:

**City of Hamilton:**

Mike Zegarac  
General Manager Finance and Corporate Services  
71 Main St W 1st Floor  
Hamilton, ON L8P 4Y5  
(905) 546-2424 x6150

**Hamilton100 Commonwealth Games Bid Corporation:**

PJ Mercanti  
President  
Suite 300 - 77 James Street North  
Hamilton, ON L8K 2K3  
(905) 383-4100

Each Party shall immediately advise the other Party in writing of any change in the contact information for its principal contacts, from time to time.

**6. EFFECTIVE DATES**

This MOU shall take effect on July 8, 2022 (the "**Effective Date**") and shall remain in effect until the earlier of:

- (a) the execution of a Multi-Party Agreement relating to the hosting of the Commonwealth 2030 Games between the City, Hamilton100, Commonwealth Sport Canada, the Provincial Government of Ontario and the Federal Government of Canada;
- (b) either the Provincial Government of Ontario or the Federal Government of Canada declines to participate in the negotiation of a Multi-Party Agreement relating to the hosting of the Commonwealth 2030 Games; or
- (c) either Party provides written notice of termination of this MOU to the other Party.

**7. NO JOINT VENTURE/NON-ENFORCEABILITY/ENTIRE AGREEMENT**

The Parties agree that, notwithstanding this MOU, they are not entering into a partnership, joint venture, agency relationship or any other business arrangement, nor is the intent of the Parties to enter into a commercial undertaking for monetary gain. Neither Party shall be granted the authority under this MOU to bind the other Party.

For greater certainty, and consistent with the advice provided by Commonwealth Sport Canada, the Parties acknowledge and agree that the City shall execute this MOU subject to the following conditions: (i) that the MOU is not legally binding upon the City and that if the 2030 Commonwealth Games are awarded to Canada then the respective obligations of all parties shall be codified in a subsequent agreement, subject to the mutual agreement of all parties, and (ii) that the City shall not assume any liability of any kind, be it legal, financial or otherwise, in relation to or arising from the Proposal and/or this MOU.

The Parties acknowledge and agree that this MOU sets forth the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all previous memorandums of understanding, agreements or understandings between the Parties with respect to the subject matter herein, whether written, oral, expressed or implied.

***[SIGNATURE PAGE TO FOLLOW]***

**IN WITNESS WHEREOF** the Parties have executed this MOU as of the Effective Date.

**HAMILTON100 COMMONWEALTH GAMES BID CORPORATION**

Per: \_\_\_\_\_  
Name: PJ Mercanti  
Title: President  
*I have the authority to bind Hamilton100.*

**CITY OF HAMILTON**

Per: \_\_\_\_\_  
Name:  
Title:  
*I/We have the authority to bind the Corporation.*