

May 28th, 2015

Kevin Lacey
1533 Barrington St
Suite 300
Halifax, NS
B3J 2V9

Dear Mr. Lacey,

**Re: Application No. AR-15-056
Freedom of Information and Protection of Privacy Request
Records regarding HRM and RBC Canada/ Nova Scotia Open Golf Championship**

This application for access under Part XX of the *Municipal Government Act (MGA)* was initially received by the Halifax Regional Municipality's (HRM's) Access & Privacy Office on March 20th, 2015.

The request was specifically for the following: "Copy of the agreement between Halifax Regional Municipality and RBC Canada/ Nova Scotia Open Golf Championship. Please provide for 2014 and 2015."

Please note that the agreement you have requested was actually with Sportbox Inc. as they were the Grant Recipient, however the agreement at some point does refer to RBC and the NS Open. The Event was referred to as "GOLFest."

I would like to begin by advising that the current year's (2015) contract has not been executed. It is still in draft form and is currently under review by HRM's Legal Services. As such, the 2015 agreement will not be released to you at this time. You are entitled to the remainder of records requested and access to these records has been partially granted. Please find the responsive record enclosed.

Although access has been granted, information falling under the following exemption provisions has been held back and/or severed for the following reasons in accordance with Subsection 465(2) of the Act:

- **Section 477 (1)(d)** - the responsible officer may refuse to disclose to an applicant... information the disclosure of which could reasonably be expected to result... in undue financial loss or gain to third party and.... information about negotiations carried on by or for the municipality; and
- **Section 480(1)** – the responsible officer shall refuse to disclose personal information to an applicant, if the disclosure would be an unreasonable invasion of a third party's personal privacy.

**Office of the Municipal Clerk
Access & Privacy Office**

Tel: (902) 490.4390 Fax: (902) 490.4454

E-mail: accessandprivacy@halifax.ca Web Site: www.halifax.ca

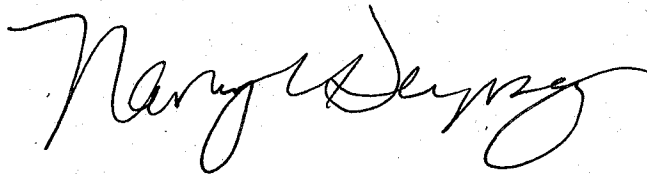
You have the right to ask, within 60 days of being notified of this decision, for a review of the decision by a Review Officer. If you wish to ask for a review, you must do so on Form 7; a copy is attached. This completed form should then be sent to:

Ms. Catherine Tully
Freedom of Information & Protection of Privacy Review Officer
PO Box 181, Halifax, NS B3J 2M4

Tel: 902-424-4684; Fax: 902-424-8303; Toll-free: 1-866-243-1564; TTD/TTY: 1-800-855-0511

Should you require further information, please do not hesitate to contact me at (902) 490-4390.

Yours truly,

A handwritten signature in black ink, appearing to read "Nancy L. Dempsey". The signature is fluid and cursive, with the first name "Nancy" being more prominent and the last name "Dempsey" following in a similar style.

Nancy L. Dempsey, MPA, CIPP/C
Access & Privacy Officer

**Office of the Municipal Clerk
Access & Privacy Office**

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E-mail: accessandprivacy@halifax.ca Web Site: www.halifax.ca

Form # 7

Request for Review

Part XX - Freedom of Information and Protection of Privacy

- Subsection 487(1) *Municipal Government Act*

TO: Ms. Catherine Tully, FOIPOP Review Officer

Province of Nova Scotia

Box 181, Halifax, NS B3J 2M4

Tel: (902) 424-4684; Fax: (902) 424-8303; Toll-free: 1-866-243-1564; TTD/TTY: 1-800-855-0511

1. This Request for Review arises out of an Application for Access to a Record or a Request for Correction of Personal Information submitted to the **Halifax Regional Municipality** on the _____ day of _____, 20____, a copy of which Application or Request is attached.
2. The applicant requests that the Review Officer review the following decision, act or failure to act of the Responsible Officer of the Municipality:

Check where applicable:

_____ (a) the decision dated or made on the _____ day of _____, 20____, a copy of which is attached to this Request for Review;

_____ (b) (specify act or failure to act) _____

3. The applicant requests that the Review Officer recommend that:

Check where applicable:

_____ (a) the Responsible Officer of the Municipality give access to the record as requested in the Application for Access to a Record;

_____ (b) the Responsible Officer of the Municipality correct the personal information as requested in the Request for Correction of Personal Information;

_____ (c) (specify other recommendation(s), if any, you consider appropriate).

Name of Applicant: _____ Date: _____

Signature of Applicant: _____

Mailing Address of Applicant: _____
(Street/Apartment No./R.R. No.)

_____ (Community) _____ (Postal Code)

Telephone Number of Applicant: _____ (Residence) _____ (Business)

Fax Number of Applicant: _____ Cell Number of Applicant: _____

Marketing Levy Special Events Reserve (MLSER) Agreement

THIS AGREEMENT made the 23 day of June, 2014

Approved as to Form

480(1)

Solicitor

BETWEEN:

Halifax Regional Municipality ("HRM"), a statutory body corporate duly incorporated under the laws of the Province of Nova Scotia.

of the first part

AND:

Sportbox Inc. ("Grant Recipient")

of the second part

WHEREAS HRM has created the Marketing Levy Special Events Reserve ("MLSER") in order to financially support major events that have significant economic impacts and attract tourists to Halifax;

AND WHEREAS Halifax Regional Council on October 22, 2013 approved a grant to the Grant Recipient in the amount of three hundred thousand dollars (\$300,000.00) from the MLSER in each of the next three years (2014-2016) to fund one-third of the hosting fee for a Web.com PGA Tour Stop in 2014, 2015 and an option for 2016, subject to HRM securing the event, cost sharing equal to the remaining two-thirds of the hosting fee being provided by the Province of Nova Scotia and the Government of Canada and approval of the respective HRM budgets for 2014, 2015 and 2016;

AND WHEREAS the Halifax Regional Municipality has been selected to host the Web.com PGA Tour Stop in 2014, the 2014 HRM budget has been approved and the Province of Nova Scotia and Government of Canada have committed to providing the remaining two-thirds of the 2014 hosting fee;

THEREFORE the parties hereto covenant and agree as follows:

Definitions:

"Agreement" means this funding agreement and all schedules to this agreement, including Schedule A: Final Report Criteria and Schedule B: Additional Terms and Conditions, as may be amended from time to time;

"Event" means the 2014 web.com PGA tour stop, otherwise referred to as "GOLFest Nova Scotia", and includes the Junior Canada Cup, Canada Cup and Nova Scotia Open; and

"Grant Award" means the moneys to be made available by HRM to the Grant Recipient, in the amount of three hundred thousand dollars (\$300,000.00).

1. Purpose

- 1.1. The Marketing Levy Special Events Reserve provides funding to attract and host exceptional events that typically are national or international in calibre.

2. Funding and Reporting

- 2.1. Subject to the conditions set out in this Agreement, HRM agrees to provide the Grant Award to the Grant Recipient for the Event.
- 2.2. HRM agrees to remit to the Grant Recipient eighty (80) percent of the three hundred thousand dollars (\$300,000.00) within fourteen business days of the execution of this Agreement.
- 2.3. Upon completion of the Event, the Grant Recipient shall deliver a final report to HRM within three (3) months of the completion of the Event.
- 2.4. The final report provided to HRM shall include a description of the completed Event, a financial statement for the period covered by the Event, and shall satisfy all criteria and outcomes stated in "Schedule A: Final Report Criteria".
- 2.5. HRM agrees to remit to the Grant Recipient the remaining twenty (20) percent of the three hundred thousand dollars (\$300,000.00) within thirty business days upon receipt and approval of the final report by HRM staff and if the Grant Recipient is not in arrears or debt to HRM. If the Grant Recipient is in arrears or debt to HRM, HRM reserves the right to off-set the debt using up to the full twenty (20) percent of the Grant Award remaining.
- 2.6. If HRM does not receive a final report from the Grant Recipient within three (3) months of the completion of the Event, the Grant Recipient forfeits the remaining twenty (20) percent of the Grant Award.
- 2.7. If HRM does not receive a final report from the Grant Recipient within three (3) months of the completion of the Event, the Grant Recipient will be added to the delinquent organizations list until such time that a final report is submitted to HRM. Organizations on the delinquent organizations list are unable to apply for future grants from HRM.

3. Communication Requirements

- 3.1. Communications activities initiated by the Grant Recipient in support of the Event which are specific to HRM must be approved and/or reviewed by HRM prior to such activity taking place. All other communication activities initiated by the Grant Recipient shall be provided to HRM in advance.
- 3.2. For the purposes of this Agreement, communications activities can be generally defined as, but not limited to: news releases; public events such as funding announcements,

official openings and press conferences; written or electronic communications material; and advertising in all forms (print and electronic media, billboards, etc.)

3.3. The Grant Recipient shall acknowledge in any news releases, presentations, advertising, websites and publications (including annual reports) that it has received financial assistance from HRM.

3.4. The Grant Recipient agrees to abide by the communications requirements set out in this section and that any deviation or exception to said requirements is subject to the prior written approval of HRM.

4. Restrictions

4.1. No portion of the Grant Award is to be used for the payment of goods or services that are unrelated to the operation of the Event.

4.2. The full amount of the Grant Award is to be used during the fiscal period in which it was awarded, no portion of the Grant Award should be saved or roll over into the following fiscal period.

5. Freedom of Information and Protection of Privacy

5.1. The Grant Recipient acknowledges that HRM is subject to the Freedom of Information and Protection of Privacy provisions contained within the *Municipal Government Act*, SNS 1998, c 18 at Part XX and that any information provided to HRM in connection with this agreement may be subject to disclosure pursuant to the Act.

6. Right of Audit

6.1. HRM may audit and inspect accounts, records, receipts, invoices, vouchers, and other documents relating to the funding provided for the Event. The audit and inspection rights include, but are not limited to:

6.1.1. The Grant Recipient shall preserve all accounts, records, receipts, vouchers and all other documents, as outlined above, for a period of three years from the date of the final report made to HRM by the Grant Recipient of the money provided by HRM for the Event.

6.1.2. Access to the accounts, records, receipts, invoices, vouchers and all other documents relating to the operation of the Event. HRM will have the right to make copies of any or all of this material and to take extracts therefrom.

7. Indemnification

7.1. The Grant Recipient, both during and following the expiry or termination of this Agreement, shall indemnify and save HRM, its employees and agents, harmless from and against all claims, losses, damages, costs, expenses and other actions made,

sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Grant Recipient, their officers, directors, employees, contractors, or agents in connection with anything purported to be or require to be provided by or done by the Grant Recipient pursuant to this Agreement. This provision shall survive the termination of this Agreement.

7.2. If a Force Majeure Event occurs which prevents the Grant Recipient from completing the Event, the Grant Recipient will return any unused moneys provided by HRM for the Event without any further liability or obligation. For purposes of this clause, a Force Majeure Event means any cause not entirely within the control of the Grant Recipient and which it could not by exercise of reasonable diligence have avoided as the result of fire or other act of God, riot, labour strike, national or local emergency. Rain will not be considered a Force Majeure Event as alternate programming will be provided in the event of rain.

7.3. In the event of bankruptcy or insolvency on the part of the Grant Recipient, HRM shall not be required to complete payment under the terms of this Agreement.

8. Modification

8.1. Any modification of this Agreement must be in writing and signed by the parties or it shall have no effect and it shall be void.

9. Severability

9.1. Should any part of this Agreement be determined to be void by a competent judicial or legislative authority, the remainder shall be valid and enforceable.

10. Governing Law

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada. Any disputes with regard to this Agreement shall be adjudicated in Halifax, Nova Scotia.

11. Independent Legal Advice

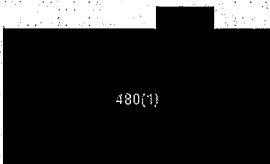
11.1 The Grant Recipient acknowledges that they have read and understand this Agreement and have received independent legal advice or have been afforded sufficient time by HRM to obtain independent legal advice, prior to signing this Agreement

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year and first above written.

SIGNED, SEALED & DELIVERED
In the presence of

 480(1)
GRANT RECIPIENT Witness Signature

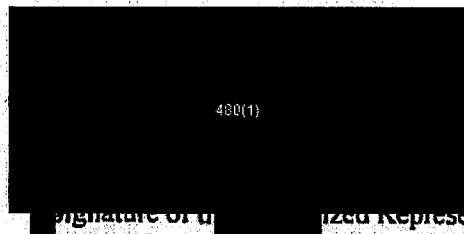
DAVID CORRELL
GRANT RECIPIENT Witness Name

 480(1)
Signature of the Authorized Representative of
the GRANT RECIPIENT

DANNY FRITZ
Name of the Authorized Representative of the
GRANT RECIPIENT

 480(1)
Halifax Regional Municipality Witness
Signature

Debbie Brown
Halifax Regional Municipality Witness Name

 480(1)
Signature of the Authorized Representative of
the Halifax Regional Municipality

Richard Bu-Hs
Name of the Authorized Representative of the
Halifax Regional Municipality

SCHEDULE "A" Final Report Criteria

The Grant Recipient agrees to submit a document within three (3) months of the completion of the event that will address the following information:

- i. Current Event Information
 - a. Name, date(s), etc.
 - b. General event description.
 - c. Event locations used.

- d. Historical background of the event.
- ii. Event Sustainability
 - a. Partners involved – Government funding, community groups, etc.
 - b. Volunteers – Total number involved, training, capacity building, etc.
 - c. Governance – Were goals reached, committee members engaged, number of staff (FTE, PTE, temporary), etc.
 - d. Any other information regarding event sustainability.
- iii. Community Engagement
 - a. Event legacy contributed to HRM – social, cultural and infrastructure.
 - b. How the event engaged and included culture.
 - c. How the event engaged and included diversity.
 - d. Any other information regarding community engagement.
- iv. Tourism Impact
 - a. Exposure – Media, types, reach, etc.
 - b. Final marketing program (include examples of any materials applicable).
- v. Economic Impact
 - a. Total attendance.
 - b. Total number of tourists (outside HRM, outside NS, outside Canada).
 - c. Total hotel nights
 - d. Local expenditures.
 - e. General Economic Impact.
 - f. Any other information regarding economic impact.
- vi. Direction
 - a. Update of current event's goals
 - b. Proposed goals for next year
 - c. Planned program changes/ innovations/ improvements
- vii. Financials
 - a. Proposed budget
 - b. Final financial statements – Surplus/ loss
 - c. What was Grant Award used for.

The final report can be submitted electronically to forrestp@halifax.ca or via mail to:

Paul Forrest, Civic Event Coordinator
 Regional Events & Culture
 Halifax Regional Municipality
 PO Box 1749
 Halifax, NS, B3J 3A5

SCHEDULE "B" Additional Terms and Conditions

1. 2014 Event Schedule.

The Event will take place during the Canada Day week. The Grant Recipient has the right to change or adjust the event schedule.

WEEK DAY	EVENT	DATE
Sunday	Junior Canada Cup	June 29
	Junior Canada Cup Junior-Am	
Monday	Canada Cup	June 30
	Canada Cup Pro-Am	
Tuesday	Web.com Tour Player Practice Day	July 1
Wednesday	Nova Scotia Open Pro-Am	July 2
Thursday	First Round of Nova Scotia Open	July 3
Friday	Second Round of Nova Scotia Open	July 4
Saturday	Third Round of Nova Scotia Open	July 5
	Fourth Round of Nova Scotia Open	
Sunday	Trophy Presentation on 18 th Green	July 6

2. **Grant of Sponsorship Rights.** The Grant Recipient grants to HRM the benefits set forth below. All rights not herein specifically granted to HRM shall remain the property of the Grant Recipient to be used in any manner the Grant Recipient deems appropriate. HRM understands that the Grant Recipient reserves the right to authorize others to use of the Event image, likeness and benefits.
3. **Agreements of Grant Recipient.** The Grant Recipient agrees that HRM shall have the following rights for the Event, subject to the provisions of this Agreement and HRM reserves the rights herein to apportion certain rights and benefits to Destination Halifax and the Greater Halifax Partnership, subject to the approval of the Grant Recipient in each case:

- (a) Designation as a Host City partner of the Event and the right to advertise as such;
- (b) HRM logo listed as partner where other Host Region partners are displayed;
- (c) Right to use Event name, logo(s) and creative imagery, subject to the approval of the Grant Recipient in each case;
- (d) Eight (8) invitations to the Canada Cup Evening Reception;
- (e) One (1) team of four (4) in the Nova Scotia Open Pro-Am (4 playing spots total); includes four (4) VIP gift packages;
- (f) Four (4) invitations to the Nova Scotia Open Pro-Am Pairings Party (Tuesday);
- (g) Sixteen (16) invitations to the Nova Scotia Open Pro-Am Evening Reception (Wednesday);
- (h) One (1) 20x30 private hospitality tent on Event grounds holding up to fifty (50) people; food and beverage incremental;
- (i) 100 general admission all-week passes to Event (includes Canada Cup and Nova Scotia Open);
- (j) One (1) team of four (4) in the pre-event Media Day Pro-am; the Grant Recipient hereby reserves the right to forego the Media Day 18-hole event in its entirety. The parties acknowledge that it will not be considered to be a breach of this Agreement in the event that the Media Day is not held and this benefit is not delivered to HRM;
- (k) Speaking role at the 2014 Event launch press event announcing the event; included in the Event launch press release;
- (l) Recognized as a Host Region partner in the Event boiler plate write up included in each press release;

- (m) One (1) dedicated sponsor side panel for HRM name or logo recognition on an electronic scoreboard; subject to PGA TOUR approval;
- (n) One (1) tee back sign for HRM name or logo recognition; subject to PGA TOUR approval;
- (o) Sixteen (16) :30 second ad units on the Golf Channel, to be aired during Golf Channel's coverage of the Nova Scotia Open or Run of Schedule in other Golf Channel programming during the Event week;
- (p) One (1) Chairman's Message for Mayor or other designated HRM representative, to be aired during the Friday or Sunday Golf Channel coverage of the Nova Scotia Open;
- (q) Nova Scotia Open trophy presentation on Sunday to be conducted by the Mayor or other designated HRM executive; the Grant Recipient/Event reserves the right to have other sponsor representative(s) or designated personalities present the trophy along with the Mayor of Halifax;
- (r) Green-side interview with Mayor or other designated HRM executive conducted during Golf Channel's coverage of the Nova Scotia Open; the Grant Recipient/Event reserves the right to have other sponsor representative(s) or designated personalities participate in the green-side interview with HRM representative;
- (s) PGA TOUR Entertainment to send a crew to Halifax during the Event to develop a feature for the promotion of the Event; feature will be developed by PGA TOUR Entertainment in good faith consultation with the Grant Recipient; HRM to receive indirect exposure through being backdrop for footage;
- (t) One (1) sponsor ad in Event souvenir program;
- (u) Logo placement in thank you section of souvenir program;

- (v) Section within the Event website available to HRM to provide content tied to promoting the Event and the Host City; Grant Recipient and HRM to work together in good faith to ensure all content is aligned with the intentions and communication of the Event;
- (w) Tier II logo placement in standard footer section on Event website;
- (x) HRM Logo listed as Host Region partner in partner section of Event website;
- (y) Tier II logo placement in sponsor boiler plate footer section on Event letterhead;
- (z) Tier II logo placement in sponsor boiler plate section in Event posters or digital placements; Listed as Host City on Event posters or digital placements;
- (aa) One (1) dedicated feature or story in one (1) e-blast to Event Non-Ticket Holder E-Blasts; HRM listed as Host City in Non-Ticket Holder E-Blasts (10 total);
- (bb) One (1) dedicated HRM feature or story in one (1) e-blast to Event Ticket Holders; HRM listed as Host City in Ticket Holder E-Blasts (7 total E-Blasts);
- (cc) One (1) dedicated sponsor feature in E-Blast to opted-in database;
- (dd) HRM to receive one (1) sponsor-specific post per month for five (5) months on Event Facebook and Twitter platforms; all posts to tied in to HRM's support of the Event, and are subject to Grant Recipient approval.
- (ee) HRM included in briefing notes provided to all Canada Cup participants, encouraging participants to share HRM and Event experience on personal social media channels; The parties acknowledge that the Grant Recipient cannot mandate or guarantee player social media mentions, only encourage players to do so in authentic, natural way via the briefing notes;

- (ff) "Halifax" mentioned or listed in Event print and radio campaigns;
- (gg) Event wrap report with overall highlights, coverage and impact; HRM specific section of Event wrap report based on HRM Event assets and objectives;
- (hh) Two (2) HRM specific questions in Event spectator research survey; and
- (ii) Grant Recipient to work in good faith to develop and execute two (2) Event-related activations in the Halifax downtown

4. **Advertising Approvals.**

(a) HRM agrees that all uses of the advertising, sponsorship and promotional rights herein granted are subject to the prior written approval of the Grant Recipient in each case. The Grant Recipient agrees that any material submitted hereunder will not be unreasonably disapproved and, if it is disapproved, that HRM will be advised of the specific grounds of the disapproval.

(b) HRM agrees to use the official name and logo of the Event as designated by the Grant Recipient. The official names currently include GOLFest Nova Scotia, RBC Canada Cup, and Nova Scotia Open, which may be updated or changed from time to time, at the sole discretion of the Grant Recipient.

5. **Agreement of HRM.** HRM agrees to provide the following to SPORTBOX:

- a. Event Listing on the HRM website, in a manner provided and approved by both Grant Recipient and HRM Communications

6. **Reservation of Rights.** All rights regarding the Event not herein specifically granted to HRM shall be and remain the property of Grant Recipient to be used in any manner that the Grant Recipient deems appropriate.

7. **Notices and Payments.**

- a. All notices and submissions to the Grant Recipient shall be sent to SPORTBOX Inc. 1171 8th Street East Saskatoon, Saskatchewan S7H 0S3.

b. All notices, submissions and correspondence to HRM shall be sent to: Halifax
Regional Municipality c/o Elizabeth Taylor, PO Box 1749, Halifax, NS B3J 3A5

8. Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between HRM and the Grant Recipient.