



LETTER OF AGREEMENT

1 January 2016

Ontario Amateur Softball Association (OASA)

Ontario Rural Softball Association (ORSA)

Provincial Women's Softball Association (PWSA)

Slo-Pitch Ontario Association (SPOA)

Dear Member Association President:

The By-laws of Softball Ontario adopted on 3 February 2007 state that Softball Ontario and its four Member Associations will have a written agreement among themselves that clarifies the terms of their working relationship. Such an agreement is also necessary to satisfy the recognition and funding conditions of the Ontario Ministry of Health Promotion as well as the membership requirements of Softball Ontario. This Letter of Agreement fulfills this requirement.

BACKGROUND

Softball Ontario is an Ontario corporation having as objects to 'foster, promote and improve the playing, coaching and officiating of amateur softball in the Province of Ontario and to foster, promote and protect the mutual interests of amateur sports associations connected with amateur softball in the Province of Ontario'. Softball Ontario's mandate is to serve as a Council Organization uniting the four Member Associations; liaising on their behalf with the Ministry of Health Promotion and Softball Canada; and providing on their behalf developmental programs to support the player, coach, official and volunteer in the sport of softball in Ontario.

OASA, ORSA, PWSA and SPOA, referred to collectively in this Letter of Agreement as Member Associations, are incorporated non-profit amateur sports association connected with amateur softball programs in Ontario; are founding members of Softball Ontario; and appoint

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individuals to serve as Directors and Officers on the Board of Softball Ontario. They have mandates that are connected with and complementary to the mandate of Softball Ontario, in that they oversee the operational aspect of female fast-pitch (PWSA), male fast-pitch (OASA), male and female fast-pitch in rural communities and small towns (ORSA), and male and female slo-pitch (SPOA) in Ontario.

For greater clarity, the current roles and responsibilities of Softball Ontario and Member Associations are set out in Attachment 'A' to this Letter of Agreement.

Unless specified otherwise, any reference in this Letter of Agreement to decisions or actions of Softball Ontario or one of its Member Associations, refers specifically to such decisions or actions as are authorized by their respective Boards of Directors.

POLICY DOCUMENTS

The Member Associations agree to provide to Softball Ontario copies of their constitutions, by-laws, policies, rules and regulations, and they further commit to ensuring that such policy documents are not in conflict with those of Softball Ontario. Where there exists a conflict as determined by Softball Ontario, the Member Association commits to revising their policy documents in a timely way so as to eliminate the conflict. Where a conflict exists and until such time as it can be eliminated, the by-law, policy, rule or regulation of Softball Ontario will take precedence.

DIRECTOR RESPONSIBILITIES

The Member Associations acknowledge that their representatives who sit as Directors on the Board of Softball Ontario do so in conformance with the By-laws of Softball Ontario and in conformance with the *Corporations Act of Ontario*. Such Directors have a fiduciary duty to the members of Softball Ontario, and as such all Directors must act honestly and in good faith with the best interests of Softball Ontario in mind when exercising their powers and discharging their duties.

REPORTING

The Member Associations agree to fulfill reporting requirements of Softball Ontario as outlined in Attachment 'A', within 60 days of the date of request. In urgent situations, Softball Ontario may request that the information be provided in a shorter period of time, in which case the Member Association will make all reasonable attempts to fulfill the request.

The Member Associations further agree to provide to Softball Ontario copies of their financial statements within 180 days of their fiscal year end, minutes of their Annual General Meeting within 180 days of holding the meeting; and annual budgets once they are approved by the Member Association.

RISK MANAGEMENT POLICIES

The Member Associations commit to implementing over the term of this Letter of Agreement policies and practices that are consistent with the risk management policies of Softball Ontario. Risk management policies are those policies that deal with areas of risk facing Softball

Ontario and Member Associations such as conduct, discipline, appeals, harassment, safe environment, screening and anti-doping. The Member Associations further commit to using techniques of alternate dispute resolution (ADR) to manage disputes that may arise between or among Member Associations and Softball Ontario.

PROVINCIAL FUNDING

The Member Associations acknowledge that they access provincial funding through a single window approach, which requires that they collaborate with each other and with Softball Ontario in assessing priorities for the purposes of making funding applications. All funding applications to the Ministry of Health Promotion will be made by Softball Ontario, and all liaison and communication with the Ministry of Health Promotion will be through either the Chair or the Executive Director of Softball Ontario.

The Member Associations acknowledge that they are bound by the Terms and Conditions of Ministry of Health Promotion PSO Base Funding and Active2010 Sport Priority Funding programs currently in effect, and will be bound by the terms and conditions of any future funding agreements and programs. These terms and conditions include, among others:

- Financial reporting in the form of a ‘financial review engagement’ prepared by an accountant;
- Submission of valid insurance certificates annually;
- Reporting on progress made towards achieving the objectives stated in the funding application;
- Projected annual budgets;
- Submission of AGM minutes annually;
- Verification of risk management policies;
- Obligations to provide recognition and visibility to the Ministry of Health Promotion in all print and promotional materials.

The Member Associations commit to fulfilling all terms and conditions to the satisfaction of the Ministry of Health Promotion.

BREACH OF LETTER OF AGREEMENT

Should Softball Ontario consider that any Member Association is in breach of the terms of this Letter of Agreement, the party alleged to be in breach will be informed in writing and will be given 30 days to remedy the breach. If the alleged breach is not remedied satisfactorily, Softball Ontario has the right, as granted to it by the Ministry of Health Promotion, to withhold funding from the Member Association that is in breach of the Letter of Agreement.

TERM

This Letter of Agreement comes into effect on January 1st of the current year and will run for 12 months or until December 31st of the current year. In the last 60 days of this Agreement’s term, Softball Ontario and the Member Associations will review the Agreement and may revise its terms, prior to renewal. The Agreement may be renewed for a one year, or longer,

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period as determined by Softball Ontario.

Any Member Association may withdraw from this Letter of Agreement by giving Softball Ontario 30 days written notice. Should a Member Association withdraw, then that Member Association will be deemed to have also resigned from Membership in Softball Ontario pursuant to the Softball Ontario By-laws. Upon withdrawal, the Member Association will forfeit such funds as may otherwise be due to it from the Ministry of Health Promotion, the Trillium Foundation or the Active2010 Strategy/Quest for Gold.

The signatures below indicate that each Member Association agrees to the terms set out in this Letter of Agreement.

Sincerely,

Authorized Representative
Softball Ontario

Authorized Representative
Ontario Amateur Softball Association

Date

Authorized Representative
Ontario Rural Softball Association

Date

Authorized Representative
Provincial Women's Softball Association

Date

Authorized Representative
Slo-Pitch Ontario Association

Date

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ATTACHMENT A ROLES AND RESPONSIBILITIES

This Attachment forms an integral part of the Letter of Agreement dated January 1st of the current year, 2016.

Softball Ontario has the following roles and responsibilities:

- a) Deliver technical programs for coaches, scorekeepers and umpires, including technical clinics.
- b) Deliver a Participation Program for softball.
- c) Register and provide insurance to umpires.
- d) Establish a single retail price for selling Softball Canada Rule Books to teams, leagues and individuals; provide the Rule Book to Member Associations at wholesale cost.
- e) Through the Finance Committee, negotiate a Letter of Understanding with Member Associations outlining respective roles and responsibilities of umpires at provincial and qualifying tournaments.
- f) Pay Softball Canada's Player Assessment Fee and Softball Canada's Umpire Affiliation Fee by respective due dates.
- g) Review and approve all bids by Member Associations to host Canadian Championships.
- h) Apply for Ministry of Health Promotion funding opportunities on behalf of all Member Associations.
- i) Allocate Ministry of Health Promotion funding among Member Associations as negotiated by the Finance Committee and approved by the Board of Directors.
- j) Provide access to other Ministry of Health Promotion Funding opportunities as available and as negotiated by the Finance Committee and approved by the Board of Directors.
- k) Make the following appointments: Fast-pitch Provincial Umpire-in-Chief; Slow-pitch Provincial Umpire-in-Chief; umpire programs to select and appoint umpires to all Member Association tournaments according to the Letter of Understanding; statistician to all PWSA Grand Championships and all in-Province Canadians, as requested.
- l) Fulfill all other By-law requirements as they pertain to relationships with Member Associations.
- m) Softball Ontario shall indemnify and hold harmless the Member Associations from and against any claim or liability whatsoever arising out of or relating to the planning, organizing, financing and staging of their competitions and programs. Softball Ontario shall take out and carry comprehensive general liability insurance. The coverage is to include a third party liability insurance clause for personal injury and property damage for a minimum amount of two million dollars (\$2,000,000.00). Softball Ontario hereby agrees to cause Member Associations to be designated as a co-insured party under all such insurance coverage. Moreover, Softball Ontario shall undertake to furnish to the Member Associations with a copy of said insurance policy,

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designating them as a co-insured party, by April 1st each year.

The **Ontario Amateur Softball Association (OASA)** has the following roles and responsibilities:

- a) Deliver the Male Canada Games Program for softball (if eligible).
- b) Administer the Quest for Gold Athlete Assistance Program for male softball players.
- c) Organize elimination tournaments leading to Male Fast Pitch Canadian Championships.
- d) Organize elimination tournaments leading to Male Fast Pitch Eastern Canadians (exception: Intermediate Men's 'C').
- e) Register Male Fast Pitch Competitive Teams.
- f) Upon request, provide insurance for Fast Pitch Recreational/House League Teams, Leagues and Associations (including volunteers).
- g) Organize Male Fast Pitch Provincials.
- h) If selling Softball Canada Rule Books, do so at the agreed-upon retail price.
- i) Obtain approval of Softball Ontario if seeking to submit bids to host Male Fast-Pitch Canadian Championships.
- j) As negotiated by the Finance Committee and approved by the Softball Ontario Board of Directors, pay to Softball Ontario a National Membership Fee and Umpire Travel Fund Contribution.
- k) Through the Finance Committee, negotiate a Letter of Understanding with Softball Ontario outlining respective roles and responsibilities of umpires at provincial and qualifying tournaments.
- l) Maintain a record of Members for male fast-pitch competitive teams.
- m) Provide to Softball Ontario the necessary information for completing funding applications to the Ministry of Health Promotion.
- n) Report to Softball Ontario Member affiliation numbers for submission to Softball Canada or to other entities such as the Sport Alliance of Ontario, Canadian Sport Centre Ontario, or the Coaching Association of Canada.
- o) Shall include the following statement on their Insurance Forms and any related communications: "Note that insurance for Umpires should be obtained from Softball Ontario".
- p) The Member Associations shall indemnify and hold harmless Softball Ontario from and against any claim or liability whatsoever arising out of or relating to the planning, organizing, financing and staging of their competitions and programs. The Member Associations shall take out and carry comprehensive general liability insurance. The coverage is to include a third party liability insurance clause for personal injury and property damage for a minimum amount of two million dollars (\$2,000,000.00). The Member Associations hereby agree to cause Softball Ontario to be designated as a co-insured party under all such insurance coverage. Moreover, the Member Associations shall undertake to furnish to Softball Ontario a copy of said insurance policy, designating Softball Ontario as a co-insured party, by April 1st each year.

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The **Ontario Rural Softball Association (ORSA)** has the following roles and responsibilities:

- a) Deliver the Male Ontario Summer Games Program for softball.
- b) Organize an Intermediate Men's 'C' Provincial that leads to an Eastern Canadian Championship the following year.
- c) Register Female and Male Fast Pitch Rural Teams, as defined by ORSA in their by-laws.
- d) Upon request, provide insurance for Fast Pitch Recreational/House League Teams, Leagues and Associations (including volunteers).
- e) Organize Male and Female Rural Fast Pitch Provincials.
- f) If selling Softball Canada Rule Books, do so at the agreed-upon retail price.
- g) As negotiated by the Finance Committee and approved by the Softball Ontario Board of Directors, pay to Softball Ontario a National Membership Fee and Umpire Travel Fund Contribution.
- h) Through the Finance Committee, negotiate a Letter of Understanding with Softball Ontario outlining respective roles and responsibilities of umpires at provincial and qualifying tournaments.
- i) Maintain a record of Members as they are defined by the Ministry of Health Promotion (refer to the definition at the end of this document).
- j) Provide to Softball Ontario the necessary information for completing funding applications to the Ministry of Health Promotion.
- k) Report to Softball Ontario Member affiliation numbers for submission to Softball Canada or to other entities such as the Sport Alliance of Ontario, Canadian Sport Centre Ontario, or the Coaching Association of Canada.
- l) Shall include the following statement on their Insurance Forms and any related communications: "Note that insurance for Umpires should be obtained from Softball Ontario".
- m) The Member Associations shall indemnify and hold harmless Softball Ontario from and against any claim or liability whatsoever arising out of or relating to the planning, organizing, financing and staging of their competitions and programs. The Member Associations shall take out and carry comprehensive general liability insurance. The coverage is to include a third party liability insurance clause for personal injury and property damage for a minimum amount of two million dollars (\$2,000,000.00). The Member Associations hereby agree to cause Softball Ontario to be designated as a co-insured party under all such insurance coverage. Moreover, the Member Associations shall undertake to furnish to Softball Ontario a copy of said insurance policy, designating Softball Ontario as a co-insured party, by April 1st each year.

The **Provincial Women's Softball Association (PWSA)** has the following responsibilities:

- a) Deliver the Female Canada Games Program for softball.
- b) Deliver Female Ontario Summer Games Program for softball.
- c) Administer the Quest for Gold Athlete Assistance Program for female softball players.

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- d) Organize Female Fast Pitch Provincials, including Provincial leading to Female Fast Pitch Canadian Championships and Female Fast Pitch Eastern Canadians.
- e) Register Female Fast Pitch Competitive Teams.
- f) Register and provide insurance for Fast Pitch Recreational/House League Teams, Leagues and Associations (including volunteers).
- g) If selling Softball Canada Rule Books, do so at the agreed-upon retail price.
- h) Obtain approval of Softball Ontario if seeking to submit bids to host Female Fast-Pitch Canadian Championships.
- i) Through the Finance Committee, negotiate a Letter of Understanding with Softball Ontario outlining respective roles and responsibilities of umpires at provincial and qualifying tournaments.
- j) As negotiated by the Finance Committee and approved by the Softball Ontario Board of Directors, pay to Softball Ontario a National Membership Fee and Umpire Travel Fund Contribution.
- k) Maintain a record of Members as they are defined by the Ministry of Health
- l) Promotion (refer to the definition at the end of this document).
- m) Provide to Softball Ontario the necessary information for completing funding
- n) applications to the Ministry of Health Promotion.
- o) Report to Softball Ontario Member affiliation numbers for submission to Softball Canada or to other entities such as the Sport Alliance of Ontario, Canadian Sport Centre Ontario, or the Coaching Association of Canada.
- p) Shall include the following statement on their Insurance Forms and any related communications: “Note that insurance for Umpires should be obtained from Softball Ontario”.
- q) The Member Associations shall indemnify and hold harmless Softball Ontario from and against any claim or liability whatsoever arising out of or relating to the planning, organizing, financing and staging of their competitions and programs. The Member Associations shall take out and carry comprehensive general liability insurance. The coverage is to include a third party liability insurance clause for personal injury and property damage for a minimum amount of two million dollars (\$2,000,000.00). The Member Associations hereby agree to cause Softball Ontario to be designated as a co-insured party under all such insurance coverage. Moreover, the Member Associations shall undertake to furnish to Softball Ontario a copy of said insurance policy, designating Softball Ontario as a co-insured party, by April 1st each year.

The **Slo-Pitch Ontario Association (SPOA)** has the following roles and responsibilities:

- a) Organize Provincials that lead to either or both: all Slo-Pitch Canadian Championships and all Slo-Pitch Eastern Canadians.
- b) Register and provide insurance for Slo-Pitch Teams.
- c) Organize Slo-Pitch Provincials.
- d) If selling Softball Canada Rule Books, do so at the agreed-upon retail price.
- e) Obtain approval of Softball Ontario if seeking to submit bids to host Slo-Pitch Canadian Championships.

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- f) As negotiated by the Finance Committee and approved by the Softball Ontario Board of Directors, pay to Softball Ontario a National Membership Fee and Umpire Travel Fund Contribution.
- g) Through the Finance Committee, negotiate a Letter of Understanding with Softball Ontario outlining respective roles and responsibilities of umpires at provincial and qualifying tournaments.
- h) Maintain a record of Members as they are defined by the Ministry of Health Promotion (refer to the definition at the end of this document).
- i) Provide to Softball Ontario the necessary information for completing funding applications to the Ministry of Health Promotion.
- j) Report to Softball Ontario Member affiliation numbers for submission to Softball Canada or to other entities such as the Sport Alliance of Ontario, Canadian Sport Centre Ontario, or the Coaching Association of Canada.
- k) Shall include the following statement on their Insurance Forms and any related communications: “Note that insurance for Umpires should be obtained from Softball Ontario”.
- l) The Member Associations shall indemnify and hold harmless Softball Ontario from and against any claim or liability whatsoever arising out of or relating to the planning, organizing, financing and staging of their competitions and programs. The Member Associations shall take out and carry comprehensive general liability insurance. The coverage is to include a third party liability insurance clause for personal injury and property damage for a minimum amount of two million dollars (\$2,000,000.00). The Member Associations hereby agree to cause Softball Ontario to be designated as a co-insured party under all such insurance coverage. Moreover, the Member Associations shall undertake to furnish to Softball Ontario a copy of said insurance policy, designating Softball Ontario as a co-insured party, by April 1st each year.

Definition of Member:

The Ministry of Health Promotion defines Members as the registered athletes, coaches, officials and volunteers that paid a membership fee to the Applicant and to whom the Applicant delivers programs, services and/or activities on an ongoing basis for the Applicants fiscal year. 'Ongoing basis' means a deliverable provided, or benefits received by Members at regular and multiple intervals - excluding a onetime service, benefit or activity. This definition is contained within the PSO and MSO Base Funding Program Terms and Conditions, and the term Applicant refers to all Member Associations within a Provincial Sport Organization Council such as Softball Ontario.

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