

By-law No. A.-_____

A By-law to approve the Agreement to host the 2015 Sustainable Communities Conference February 10-12, 2015 in London with the Federation of Canadian Municipalities; and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 8 provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality; 7. Services and things that the municipality is authorized to provide under subsection (1);

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The agreement to be entered into between The Corporation of the City of London and the Federation of Canadian Municipalities for the hosting of the 2015 Sustainable Communities Conference, attached as Schedule "1" to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 2, 2014.

J. Baechler
Mayor

Catharine Saunders
City Clerk

Schedule 1

AGREEMENT

BETWEEN THE

FEDERATION OF CANADIAN MUNICIPALITIES (FCM)

AND THE

CORPORATION OF THE CITY OF LONDON

**RELATIVE TO THE FEDERATION OF CANADIAN MUNICIPALITIES'
SUSTAINABLE COMMUNITIES CONFERENCE TO BE HELD IN THE
CITY OF LONDON FROM FEBRUARY 10 - 12, 2015**

AGREEMENT

BETWEEN THE

FEDERATION OF CANADIAN MUNICIPALITIES (FCM)
24 Clarence Street
Ottawa, Ontario K1N 5P3

FCM Representative:

For the purposes of this Agreement, the Federation designates Véronik Aubry, Acting Director, Communications and Membership, as their duly authorized representative.

Herein referred to as "FCM";

AND

THE CORPORATION OF THE CITY OF LONDON

c/o Grant Hopcroft
Director, Intergovernmental and Community Liaison
City Manager's Office
City of London
City Hall - 11th Floor, 300 Dufferin Avenue, P.O. Box 5035
London, ON N6A 4L9

For the purpose of this Agreement, The Corporation of the City of London designates **Grant Hopcroft, Director, Intergovernmental and Community Liaison, City of London** as the main contact person.

Herein The Corporation of the City of London will be referred to as the "Host Municipality" FCM and the Host Municipality hereafter collectively called "the Parties".

THE PARTIES, before concluding the agreement in this document, declare the following:

WHEREAS FCM and the Host Municipality agree to cooperate in order to hold FCM's Sustainable Communities Conference from February 10 to 12, 2015, in London, ON;

WHEREAS each of the Parties must assume certain financial and operational responsibilities;

AND WHEREAS it is necessary to determine the terms and conditions of this Agreement;

THIS BEING STATED, the Parties agree to the following:

1. OBJECTIVE

The objective of this Agreement is to determine the terms and conditions for FCM and The Corporation of the City of London in order to hold FCM's Sustainable Communities Conference from February 10 to 12, 2015, in London, ON (herein referred to as "the Conference").

2. DURATION AND EFFECTIVE DATE OF THE AGREEMENT

This Agreement comes into force and takes effect on the date of its signature by all Parties, and unless there is a provision to the contrary, ends on the date when the obligations of each of the Parties are fulfilled.

3. OBLIGATIONS OF THE FEDERATION OF CANADIAN MUNICIPALITIES

3.1 FCM agrees to assume the following financial, organizational and operational obligations:

- Preliminary Conference program;
- Final Conference Program;
- Delegate Luncheon on each day of the conference;
- Pre-Conference and on-site registration process;
- Financial responsibility for rental of facilities required for the FCM Conference Program;
- Audio-visual equipment;
- Recruitment of all workshop speakers;
- National sponsorship program;
- FCM Secretariat, Media Room and Staff Work Room;
- Simultaneous interpreters and equipment;
- All costs related to FCM staff compensation, travel and accommodation;
- French and English translation for the conference programs, signage, and all FCM supplied documents related to the Conference.

3.2 Host Municipality Transfer Payment - Paid Registrations

FCM will collect delegate fees from each registered delegate and will transfer a per capita amount to the Host Municipality, which per capita amount shall be set by the FCM Board of Directors in September 2014 but shall not be less than \$86 per paid delegate, as follows:

- a) Within forty-five (45) days of the closing date of the Sustainable Communities Conference, FCM will forward a first payment to the Host Municipality of ninety percent (90%) of each delegate fee per registered delegate whose account is paid in full and who attended the event.
- b) Within sixty (60) days of the closing date of the Sustainable Communities Conference, FCM will forward the final payment to the Host Municipality of the total delegate fee for each registered delegate whose account is paid in full and who attended the event, less the initial payment previously submitted, as set out in paragraph 3.2(a).

FCM will transfer a per capita amount, not less than \$86 per paid delegate attending the conference. The per capita amount will be approved by the FCM Board of Directors in September 2014.

3.3 Host Municipality Transfer Payment - Social Events

In addition to the fees payable pursuant to section 3.2, within forty-five (45) days of the closing date of the Sustainable Communities Conference, FCM will forward a payment to the Host Municipality for an amount equal to all tickets purchased to participate in Host Municipality organized social events. This payment will cover the cost to the Host Municipality of each ticket purchased. An administration fee charged by FCM will be over and above the cost to the Host Municipality of each ticket, and will be retained by FCM.

4. OBLIGATIONS OF THE HOST MUNICIPALITY

- 4.1 The Host Municipality agrees to fulfil the following financial, organizational and operational obligations:
 - Welcome Reception on Tuesday evening;
 - Daily continental breakfast on each of the three conference days and morning coffee break on Wednesday;
 - Closing Dinner on Thursday evening (with cash bar);
 - Study Tours program with service in both official languages (incl. transportation);
 - A Volunteer Lounge (incl. function room and refreshments)
 - Transportation between hotels in the “FCM Block” and the Conference Facility (not applicable);
 - Transportation to and from the conference centre and the Host Municipality social activities (as requested by FCM, depending on distance);
 - A Tourism and Information booth with service in both official languages;
 - All costs related to the participation of Host Municipality staff and council members.
- 4.2 The Host Municipality agrees to provide FCM with a minimum of fifteen (15) qualified volunteers and/or staff to assist with on-site logistical requirements (registration, secretariat, badge scanning, etc.). Any costs associated with providing such volunteers/staff shall be at the expense of the Host Municipality.
- 4.3 The Host Municipality agrees to provide FCM with all final texts and photos required to adequately describe the social activities, tourist information, as well as the content and schedule of Study Tours for use in the program and promotional materials.
- 4.4 The Host Municipality agrees to provide FCM with all the final scenarios and speeches for the social events (Welcome Reception and Closing Dinner) and any other activities to which the Host Municipality representatives will participate, for FCM's review and approval.
- 4.5 The Host Municipality may, at its own discretion and effort, find local sponsors to offset the cost of its financial contribution towards hosting this Conference. The Host Municipality must follow FCM's sponsorship guidelines described in the Host Municipality Sponsorship Guide.
- 4.6 The Host Municipality agrees to provide/deliver the above in accordance with the schedule/timelines provided by FCM.
- 4.7 The Host Municipality agrees to maintain and keep in force, or cause to be effected, maintained and kept in force, as appropriate, at its sole cost and expense comprehensive public liability insurance in the names of FCM and the Host Municipality, including without limitation, protecting and indemnifying the FCM and the Host Municipality against claims for damage or injury to person or property or for the loss of life in respect of all Host Municipality responsibilities hereunder and events held offsite from the convention facility (i.e. Study Tours, Welcome Reception), the limit of such insurance liability to be not less than FIVE MILLION (\$5,000,000.00) DOLLARS in respect of bodily injury or death of any one person. The Host Municipality agrees to provide FCM with a general liability certificate of insurance confirming the foregoing. Any company providing transportation for delegates must provide similar insurance coverage and proof thereof to FCM..

- 4.8 The Host Municipality agrees to provide to FCM, no later than six months prior to the event, the Host Municipality's budget for the event.
- 4.9 The Host Municipality agrees to provide to FCM, no later than three months following the event, a financial report on the Host Municipality's financial results in regard to the conference (revenues generated by the Host Municipality plus contribution by the Host Municipality/expenses incurred by the Host Municipality to fulfill its obligations under this Agreement).

5. COMMITMENTS BY THE HOST MUNICIPALITY AND FCM

- 5.1 Each of the Parties agrees to maintain a cooperative and respectful working relationship between the representatives, where applicable, of one or the other Party.
- 5.2 Subject to section 4.2, each of the Parties agrees to supply, at its own cost, the necessary qualified personnel resources required to meet or exceed the expectations and/or fulfil its respective obligations and commitments provided for in this Agreement.
- 5.3 The Host Municipality agrees to translate into French and/or English, as applicable, all documents it produces for the conference and its events, where the need exists for such documents in the other official language, as well as any posters, banners, signage and advertising related to the FCM Sustainable Communities Conference. FCM agrees to provide an editing service, at its own cost, to the Host Municipality to ensure concordance between the texts.
- 5.4 Subject to Section 5.6, during and at all times after the completion of the conference, each party shall hold in confidence and keep confidential all Confidential Information and shall not use for the benefit of such party or others (except in connection with the business and affairs of the parties in the course of fulfilling their respective duties under this Agreement) any Confidential Information and shall not disclose any Confidential Information to any person except in the course of fulfilling their respective duties under this Agreement. "Confidential Information" means all information provided by one party hereto to the other party and all information supplied by a third party to a party hereto in confidence, which, at the time is confidential in nature, is known or should be known by a party as being confidential and has been or is from time to time used by, developed by, made known to or otherwise learned by, such party through the use of the other party's facilities or resources in the course of performing its responsibilities under this Agreement. "Confidential Information" does not include any information that at the time has become generally available to the public other than as a result of disclosure by a party, was available to a party on a non-confidential basis before the date of this Agreement or becomes available to a third party on a non-confidential basis from a person who is not, to the knowledge of the third party, otherwise bound by confidentiality obligations or otherwise prohibited from transmitting the information to the party.
- 5.5 The prohibition in Section 5.5 shall not apply to the disclosure or use of Confidential Information where the disclosure or use is required by applicable law, regulation, judgement or order of any regulatory or governmental authority or agency.
- 5.6 In the event the Conference is cancelled or otherwise not held by reason of acts of God or by reason of any other circumstances beyond reasonable control of either Party, neither

Party shall in no way be held liable to the other Party. The event may only be cancelled upon the written agreement of both Parties. For more clarity, all expenses incurred by the Host Municipality in advance preparation of the Conference will remain the responsibility of the Host Municipality. The Host Municipality will not be held liable to reimburse any expenses incurred by FCM.

6. REPRESENTATIVES OF THE PARTIES - APPLICATION OF AGREEMENT

For the application of this Agreement, the main contact for the Corporation of the City of London is **Grant Hopcroft, Director, Intergovernmental and Community Liaison, City of London** and FCM's representative is **Véronik Aubry, Acting Director, Communications and Membership**.

Should a replacement become necessary or selected, one or the other Party will fill the post immediately with a suitably qualified and empowered individual and will notify the other Party in writing.

7. RESPONSIBILITIES

- 7.1 It is understood and agreed that the Host Municipality and FCM are neither the agent nor legal representative of the other Party and no part of this Agreement grants them that authority. The Host Municipality and FCM are independent of each other and this Agreement should not be deemed in any way to be a joint venture. No part of this Agreement shall be interpreted as establishing an agency between the Host Municipality and FCM.
- 7.2 FCM and the Host Municipality recognize that they will assume their respective responsibilities as required by law.
- 7.3 Each Party assumes full financial responsibility for its activities and its operations.

8. GENERAL PROVISIONS

- 8.1 The preamble is an integral part of this Agreement.
- 8.2 This Agreement and the rights and obligations which result from the Agreement shall not be sold, assigned or transferred, in whole or in part. Any act of assignment or transfer shall be deemed null and void.
- 8.3 This Agreement is governed by the provisions of law applicable in the Province of Ontario. Any litigation concerning this Agreement shall be within the jurisdiction of the Province of Ontario.
- 8.4 This Agreement constitutes the entire agreement between the Parties and replaces any previous agreement or contract, proposition, representation, negotiation or verbal or written agreement between the Parties. There are no representations, covenants, conditions or warranties forming part of the Agreement other than those included in it.
- 8.5 Any clause deemed illegal shall not result in the cancellation of this Agreement which will

continue to be fully in effect, independent of such a clause.

- 8.6 The silence of a Party, its negligence or delays in exercising a right or recourse granted it by this Agreement shall never be interpreted as a renunciation of its rights and recourses.
- 8.7 Time is of the essence in all respects in this Agreement. The Parties will make all reasonable efforts to comply with their responsibilities and protocols set out in the FCM Sustainable Communities Conference Host Municipality Handbook, provided separately.
- 8.8 The Host Municipality remains under the obligations imposed by this Agreement, even if portions of the Agreement are assigned or subcontracted. Similarly, the FCM is not responsible for any liability imposed by a subcontractor or assignee.
- 8.9 Subject to the preceding provisions of this section, the Agreement shall enure to the benefit of, and shall be binding upon, the successors and assigns of the FCM and the Host Municipality.

9. INDEMNIFICATION

The Host Municipality shall indemnify and save harmless FCM from and against all claims, damages, losses, costs and expenses relating to any injury or death of a person, or loss of or damage to property, in anyway arising out of or in connection with the Host Municipality's obligations under this Agreement, unless solely caused by the negligence or wilful misconduct of the FCM. FCM shall indemnify and save harmless the Host Municipality from and against all claims, damages, losses, costs and expenses relating to any injury and death of a person, loss of or damage to property, in anyway arising out of or in connection with FCM's obligations under this Agreement unless solely caused by the negligence or wilful misconduct of the Host Municipality.

10. COPYRIGHT AND PATENTS

- 10.1 All documents, records, software programs, working papers, notes, memoranda, files and other records of or containers of Confidential Information (collectively, the "Works") created, made or compiled by the Host Municipality at any time in the course of providing services or fulfilling its responsibilities to FCM under this Agreement, including all copies thereof, shall be the property of FCM and the Host Municipality, and shall be held by them solely for the purpose of fulfilling the terms of this Agreement. The use of the Works, or any part thereof, by FCM or the Host Municipality after the completion of the conference shall be on such terms as FCM and the Host Municipality shall agree in writing.
- 10.2 Where copyright to any property belongs to FCM and the Host Municipality under the Agreement, FCM and the Host Municipality agree to execute and deliver such conveyances and other documents relating to title as FCM or the Host Municipality may reasonably require to evidence the title of FCM and the Host Municipality. The party requiring such document shall be responsible to prepare, for the other's execution, any such documents.

11. AMENDMENTS

Any amendment to this Agreement shall be the subject of a written agreement between the Parties and shall be signed by the authorized representatives of the Parties. The new agreement shall be an integral part of this Agreement and will take effect on the date

agreed to by the Parties.

12. **NOTICE**

Any authorization or approval and any notice required by this Agreement shall, in order to be valid and bind the Parties, be given in writing and be given in person or transmitted by fax, electronic mail, courier service or by regular or registered mail to the address of the concerned party, as indicated hereafter:

FEDERATION OF CANADIAN MUNICIPALITIES

24 Clarence Street, Ottawa, Ontario K1N 5P3

Attention: Ms. Véronik Aubry
Acting Director, Communications and Membership
Phone: 613-907-6375
e-mail: vaubry@fcm.ca

THE CORPORATION OF THE CITY OF LONDON

P.O. Box 5035, London, Ontario, N6A 4L9

Attention: Catharine Saunders
City Clerk, City of London
email: csaunder@london.ca

Grant Hopcroft
Director, Intergovernmental and Community Liaison
City Manager's Office
Phone: 519-661-2500 x0939
e-mail: ghopcrof@london.ca

Any authorization or approval or any notice sent by electronic mail or next day courier service shall be deemed to have been received the day after it was sent. Any other item sent by regular or registered mail shall be deemed to have been received five (5) days after being mailed out.

Either Party must be notified of any change of address concerning the other Party.

The Parties acknowledge having read and agreed to each and every clause contained in this Agreement.

IN WITNESS THEREOF, the Parties have signed this Agreement, in two (2) copies at the dates and locations mentioned hereafter.

THE FEDERATION OF CANADIAN MUNICIPALITIES

By: _____ Witness _____
Mr. Brock Carlton
Chief Executive Officer

I have the authority to bind the corporation

Signed in _____, on this 2nd day of September, 2014.

THE CORPORATION OF THE CITY OF LONDON

By: _____

Mayor Joni Baechler
Mayor, City of London

By: _____

Catharine Saunders
City Clerk, City of London

Signed this 2nd day of September, 2014.