

Bill No. 309  
2015

By-law No. A.-\_\_\_\_\_

A by-law to authorize and approve a Memorandum of Understanding between The Corporation of the City of London (the "City") and The Corporation of the County of Middlesex (the "County") to set forth the terms and understanding between the City and the County for establishing a joint liaison committee comprised of elected officials to discuss and consider matters of mutual concern and to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding.

WHEREAS section 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;

AND WHEREAS section 9 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, 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 10 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws respecting any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS it is deemed necessary and desirable for the public and appropriate for The Corporation of the City of London (the "City") to enter into a Memorandum of Understanding with The Corporation of the County of Middlesex (the "County") to set forth the terms and understanding between the City and the County for establishing a joint liaison committee comprised of elected official to discuss and consider matters of mutual concern;

AND WHEREAS it is deemed appropriate to authorize the Mayor and the City Clerk to execute the Memorandum of Understanding on behalf of the City;

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

1. The Memorandum of Understanding between The Corporation of the City of London and The Corporation of the County of Middlesex, attached as Schedule "A" to this by-law is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Memorandum of Understanding authorized and approved under section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on September 15, 2015.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – September 15, 2015  
Second Reading – September 15, 2015  
Third Reading – September 15, 2015

## Schedule "A"

### Memorandum of Understanding

Between

The Corporation of the City of London (the "City")

and

The Corporation of the County of Middlesex (the "County")

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City and the County for establishing a joint liaison committee comprised of elected officials to discuss and consider matters of mutual concern.

#### Name of Committee

1. The name of the Committee is the "County/City Liaison Committee".

#### Purpose

2. The purpose of the Committee is to discuss and consider matters of mutual concern between the City and the County and such matters as may be agreed upon in writing between the City and the County from time to time and to report to the respective Council for each party on the matters discussed and considered. The role of the Committee shall be limited strictly to that of an advisory body. For clarity the Committee shall not have any delegated authority; any reports or recommendations arising from the Committee shall not be binding on either the City or the County and the constituent Councils shall have the final determination in respect of any report or recommendation received from the Committee.

#### Composition

3. The Committee shall be composed of:
  - (a) the Warden of the County;
  - (b) the Mayor of the City;
  - (c) two members of the Council of the County appointed by that Council;
  - (d) one alternate Member of the Council of the County (to be available to attend meetings only in the event that one of the regular members is unable to attend);
  - (e) two members of the Council of the City appointed by that Council; and,
  - (f) one alternate Member of the Council of the City (to be available to attend meetings only in the event that one of the regular members is unable to attend).

#### Meetings

4. The Committee shall meet at least once each calendar year and at such other times as may be agreed upon in advance by the Committee or at the call of either party by providing the other with sixty days (60) notice in writing or a mutually agreed upon notice requirement.
5. The Committee shall be chaired alternately from meeting to meeting by the Mayor and the Warden, or in the event that the Mayor or Warden are not in attendance, a member of the Council of the County or the Council of the City, as the case may be.
6. The meeting shall be conducted in accordance with the Council Procedure By-law for the Council of the Chair for that meeting with any minor modifications deemed appropriate by the Committee, and in keeping with the meeting provisions of the *Municipal Act, 2001*, S.O. 20012, c.25. Administrative support for the meeting shall be provided by the City Clerk or designate.

#### Amendment

7. This MOU may be amended by mutual agreement in writing by the parties.

#### Termination

8. This MOU may be terminated at any time:
- (a) by mutual written consent of the parties; or
  - (b) by one party providing to the other 30 days written notice.

**Notice**

9. Any notices required under this MOU shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, recognized courier or fax and shall be addressed to the other party for whom it is intended and any notice shall be deemed to have been given:
- (a) if delivered personally or by recognized courier on the date of such delivery; or
  - (b) if by fax, when transmitted and received before 4:30pm local time at the recipient's office or failing which on the next business day; or
  - (c) if delivered by postage prepaid mail, three (3) days after the party mails it.
10. Any notices under this MOU shall be sent to City and the County as follows:  
Notice to the City shall be addressed to:

*The Corporation of the City of London  
300 Dufferin Avenue, 3<sup>rd</sup> Floor  
PO Box 5035  
LONDON, ON N6A 4L9  
Attention: City Clerk  
Fax: (519) 661-4892*

Notice to the County shall be addressed to:

*The Corporation of the County of Middlesex  
399 Ridout Street North  
London, Ontario N6A 2P1  
Attention: County Clerk  
Fax: (519) 434-0638*

**Entire Agreement**

11. This MOU constitutes the entire agreement between the parties pertaining to the Committee and supersedes all prior agreements, arrangements, negotiations and discussions, whether oral or written, of the parties pertaining to such subject matter.

Date: \_\_\_\_\_

THE CORPORATION OF THE CITY OF LONDON

Per: \_\_\_\_\_  
Matt Brown, Mayor

Per: \_\_\_\_\_  
Catharine Saunders, City Clerk

Date: \_\_\_\_\_

THE CORPORATION OF THE COUNTY OF MIDDLESEX

Per: \_\_\_\_\_  
Vance Blackmore, Warden

Per: \_\_\_\_\_  
Kathy Bunting, Clerk