

Bill No. 160  
2016

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

A by-law to authorize and approve a Memorandum of Understanding between The Corporation of the City of London and the Federation of Canadian Municipalities to establish a formal relationship to support the implementation of the Partnership for Local Economic Development and Democratic Governance Program (PLEDDG) and to authorize the execution of the Agreement.

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;

AND 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;

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

1. The attached Memorandum of Understanding (Schedule 1) between The Corporation of the City of London and the Federation of Canadian Municipalities to establish a formal relationship to support the implementation of the Partnership for Local Economic Development and Democratic Governance Program (PLEDDG) Program is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and 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 May 3, 2016.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First Reading – May 3, 2016  
Second Reading – May 3, 2016  
Third Reading – May 3, 2016

## SCHEDULE 1



**Memorandum of Understanding  
Between  
The Corporation of the City of London  
and  
The Federation of Canadian Municipalities**

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This Memorandum of Understanding (MOU) is signed between the:

The Corporation of the City of London  
300 Dufferin Ave., PO Box 5035, London, Ontario N6A 4L9  
Tel: 519-661-2500  
www.london.ca  
(hereinafter referred to as "**the City of London**")

and:

The Federation of Canadian Municipalities  
24 Clarence, Ottawa, Ontario K1N 5P2  
Tel: 613-241-5238  
Fax: 613-241-7117  
www.fcm.ca  
(hereinafter referred to as "**FCM**")

### **Article 01: Purpose of This Memorandum**

The City of London and the Federation of Canadian Municipalities have agreed to establish a formal relationship to support the implementation of the Partnership for Local Economic Development and Democratic Governance program, hereinafter referred to as the "PLEDDG" Program.

*Memorandum of Understanding: ..... /Federation of Canadian Municipalities*

This Memorandum of Understanding is intended to guide the principles of cooperation between the City of London and FCM, as outlined below.

## **Article 02: Parties**

The **City of London** is the 11<sup>th</sup> largest city in Canada, and the urban hub of Southwestern Ontario. London was named in 1793 and chosen as a possible site for the capital of Upper Canada by Lord Simcoe. Although it was not selected as the capital, London's location led to it becoming the agricultural and financial centre for Southwestern Ontario. London has long been known as a home for medical innovation – from the discovery of insulin to some of the first robot-assisted surgeries. A number of world-class educational institutions call London home, including Western University and Fanshawe College. Although much has changed since Lord Simcoe's time, one thing that hasn't changed is London's beautiful natural environment. Nicknamed "The Forest City", London and Londoners are proud of the parks and green spaces that help the city live up to this name.

The **Federation of Canadian Municipalities** (FCM) has been the national voice of municipal governments in Canada since 1901. The FCM is dedicated to improving the quality of life and sustainability of local communities by promoting strong, effective and accountable municipal government. Its members include more than 2,000 municipal governments, which represent over 90 per cent of Canada's population, and 19 major provincial and territorial municipal associations. FCM has delivered international programs to support partnerships and exchanges between municipal governments in Canada and other countries since 1987.

FCM's strength is its ability to draw upon its municipal members, a network of consultants specialized in municipal development, its corporate partners and civil society networks for the technical and professional expertise required in its international and domestic programs. At the local level, FCM programs aim to help strengthen local democratic and good governance, economic development including poverty reduction and private sector development, environmental sustainability, gender equality, and peace and security. FCM programs also concentrate on supporting other local governance enabling institutions including relevant national or sub-national government agencies but especially national associations of local government and their support networks at global and regional levels as well as the creation and dissemination of knowledge about municipal governance and services.

## **Article 03: Program Description**

Partnership for Local Economic Development and Democratic Governance (PLEDDG), is a 6-year, CAN \$19.6 million program, developed by FCM and Ukrainian partners and funded by Global Affairs Canada (GAC). PLEDDG began on March 27<sup>th</sup> 2015 following the signing of the Contribution Agreement between FCM and GAC.

PLEDDG aims to strengthen Ukraine's municipal sector by increasing capacities in sixteen (16) cities in four (4) oblasts (Ivano-Frankivsk, Poltava, Vinnytsia and Zaporizhia) to advance local democracy and economic development; create a more enabling local environment for entrepreneurship and local economic development (LED); and facilitate the decentralization of authorities and integrated development planning at the local, regional and national levels. It will

emphasize gender equality through strengthening local capacities for gender analysis and supporting women's economic empowerment. The program will also promote green municipal environment for Ukrainian cities, trade and investment between Canada and Ukraine and contribute to Canada-Poland coordinated engagement with Ukraine.

The ultimate goal of the PLEDDG Program is to improve economic opportunities for Ukrainians in a strengthened democracy.

PLEDDG program builds on FCM's previous program MLED (Municipal Local Economic Development) with the added dimension of democratic governance including citizen participation and transparent planning and budgeting. As a capacity building program PLEDDG will be delivered with the support of municipal experts. Following the Program Inception Phase (April – September 2015), the program has moved into implementation phase. PLEDDG will be mobilizing Canadian municipal partners from its Canadian network, starting in Year 2 (April 2016).

#### **Article 04: Principles of Cooperation**

The parties accept that the following principles are essential to the effective implementation of and achievement of results in the PLEDDG program and commit themselves to adhering to these principles in their relationship:

- Openness, honesty and transparency and professionalism in the working relationship between the City of London and FCM program management and delivery teams.
- Seeking to be collectively effective, a commitment to coordination and mutual accountability between the parties.
- Cooperation in the planning and implementation of joint areas of work as outlined in PLEDDG annual work plans and activity plans.
- Commitment to share and use information confidentially and to share other resources as applicable to achieve the desired results in the areas of joint work.
- Promotion of local-level institutions as key agents of change, knowledge and expertise.
- Recognition that accountable municipal service delivery, regardless of gender, ethnicity, sexual orientation, religion, language, disability, age, political and/or social status, is at the core of sustained improvements in diverse and inclusive local governance, and in the quality of community life as a whole.
- Commitment to work within a model that integrates the social, economic, environmental, and cultural dimensions of development.
- Commitment to share information related to the cooperation between parties. This includes acknowledging the contribution of the Government of Canada, through Global Affairs Canada, in communication materials.
- Capacity building is a preferred means to help enhance local governance and sustainable economic development.

## **Article 05: Objectives and Scope of Cooperation**

This Memorandum provides an umbrella for the cooperation between the two organizations.

- 5.1. For the successful implementation of the PLEDDG program, the City of London and FCM agree to work as partners for the duration of 5 years from the month of signing in 2016 until December 2020.
- 5.2. The main objective of the cooperation between FCM and the City of London is to engage Canadian municipal expertise in the provision of technical assistance, advice and training and the sharing of best practices with partner municipalities in Ukraine.
- 5.3. The parties recognize that they are organizations that represent different constituencies and that each has particular strengths and insights to contribute to the implementation of PLEDDG.
- 5.4. Under this Memorandum, municipal contributions will include:
  - Sourcing of its municipal practitioners (elected officials and staff members) on a volunteer basis for conducting technical assignments to Ukraine;
  - Assigning a lead Canadian coordinator to:
    - facilitate the interface between the PLEDDG Program Manager and other members of the municipal team;
    - assist in the recruitment of other sources of expertise in their communities;
    - monitor the progress of partnership objectives as set out in Article 7 of this agreement;
    - facilitate briefings to prepare volunteers in order to maximize their adaptation, security and effectiveness while in Ukraine;
    - ensure experiences of volunteers and information about PLEDDG are shared within the organization.
  - Hosting study program delegations from Ukraine (if requested by the PLEDDG Program Manager).
- 5.5. Under this Memorandum, the individual municipal volunteers' contributions include:
  - Delivering specific PLEDDG program objectives and reporting on said objectives as specified in their individual Terms of Reference;
  - Providing technical advice and coaching as needed to program partners in Ukraine;
  - Identifying and participating in community outreach activities to promote the contributions of their municipality in the PLEDDG program;
  - Providing follow-up documentation as required, including program (i.e. plans or reporting that provides further technical assistance to the recipients), assignment reports (that document how the technical assignments themselves go), expense claims and In-kind Contribution reports (that enable us to accurately capture and report on the volunteers' and municipalities' total contribution to any given activity).

- 5.6 Under this Memorandum, FCM / PLEDDG contributions include:
- Providing clear Terms of Reference outlining the assistance required from municipal partners for each assignment;
  - Conducting pre-deployment orientation for volunteers prior to their departure from Canada;
  - Managing travel logistics, including arranging and paying for flights, hotels or other accommodation, emergency medical insurance and per diems according to the Government of Canada travel policy;
  - Providing local field support during deployment including orientation upon arrival, ground transportation to and from work sites and accompaniment on assignment where necessary;
  - Assisting volunteers to review Terms of Reference, set objectives and plan their work;
  - Providing advice and coaching to volunteers to maximize effectiveness;
  - Monitoring and reporting on each assignment and PLEDDG as a whole, including provision of templates for reporting where possible;
  - Conducting post-deployment de-briefing for volunteers;
  - Assisting municipalities to plan knowledge sharing events.

**Article 06: Financial Arrangements**

- 6.1 The City of London will provide an in-kind salary contribution for the volunteer time of their municipal staff. Should this contribution include the use of paid vacation leave, no more than 50% of the volunteer’s total annual vacation leave can be spent on the PLEDDG program assignment.
- 6.2 FCM and the PLEDDG program will provide all participant program-related travel, accommodation, emergency medical insurance, and meal expenses through funding from GLOBAL AFFAIRS CANADA. FCM will also reimburse volunteers for any direct expenses related to the volunteer’s PLEDDG work (including local transportation, training material, communication products, etc.) as pre-approved by the PLEDDG Program Manager and as per Treasury Board of Canada guidelines.

**Article 07: Canadian Partner Objectives**

The City of London would like to achieve the following objectives by the end of the partnership:

- Enable staff with best practices and assist with the implementation of those practices.
- Share marketing, social media, and “first impression” experiences in order to demonstrate positive, achievable results.
- Use PLEDDG experiences to broaden the perspectives – personal and professional – of involved staff.
- Have a measurable, positive impact on the development and economic growth of the region.

- Have a continued organizational willingness to be involved with future international outreach programs.
- Continue the City of London’s relationship with Ukraine that developed during the MLED program.

**Article 08: Amendments**

This Memorandum of Understanding may be amended or altered at any time with the consent of both parties and shall be effected through exchange of correspondence between the two parties.

**Article 09: Representatives**

For matters related to this Memorandum of Understanding, the City of London delegates Ms. Kathryn Graham, Director, Community and Economic Innovation as its representatives, and FCM delegates Mr. Alexander Kucherenko, PLEDDG Program Director, as its representative.

**Article 10: Effective Date**

This Memorandum of Understanding shall be considered to be in effect and binding on both parties from the date of the last signature, and will remain in effect until termination of the PLEDDG program or by either party on the issuance of written notice of six months or by mutual consent. Any modification pertaining to any section in this Memorandum requires concurrence by both parties.

**Signatories**

*For The Corporation of the City of London:*

*For the Federation of Canadian Municipalities:*

\_\_\_\_\_  
Name: *Mayor Matt Brown*

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Name: *Mr. Alexander Kucherenko,*

Date:

Date:

Name: *Catharine Saunders, City Clerk*

Date: