

TO:	CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON MAY 25, 2016
FROM:	MARTIN HAYWARD MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER
SUBJECT:	UPDATE OF COUNCIL POLICIES

RECOMMENDATION

That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer, the attached proposed by-law (Appendix "A") **BE INTRODUCED** at the Municipal Council meeting to be held on May 31, 2016 to repeal the following Council Policies as they are no longer applicable given current operational requirements and processes:

- 4(2) Ushers and Doormen during Orchestra Events
- 4(3) Erection of Risers for Orchestra Events
- 4(4) Moving of Equipment for Orchestra Events
- 4(5) Move-in/Move-out Charges for Orchestra London
- 4(11) London Convention Centre – Scheduling and Booking

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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None.

BACKGROUND

The purpose of this report is to seek Municipal Council approval to repeal certain Council policies in order to reflect current operational requirements and processes. A brief description of the proposed changes, and the associated rationale, is provided below. The original policies are attached as Appendix B.

As part of a corporate-wide project to update the Council Policy Manual, the service areas under the direction of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer are continuing the process of reviewing all Council policies applicable to these service areas in order to bring forward any necessary updates for consideration by the Municipal Council. Further to the amendments previously brought forward to the Municipal Council, the following additional amendments are being recommended for consideration and approval; it being noted that work will continue on reviewing the remaining policies to ensure they, too, are current.

4(2) Ushers and Doormen during Orchestra Events

This policy was adopted July 5, 1976 in order to allow Orchestra London to use its own student ushers and doormen at its concerts, on the understanding that the Orchestra would ensure that such personnel would be properly trained and attired when they are used at such events and subject to the Orchestra satisfying the City that the Orchestra personnel involved in this activity were properly insured.

Repeal Rationale - As Orchestra London is no longer in existence, this policy is no longer applicable.

4(3) Erection of Risers for Orchestra Events

This policy was adopted July 5, 1976 to allow Orchestra London to use its own qualified personnel to erect and take down risers on occasions where additional costs would accrue to the Orchestra if Centennial Hall staff had to be brought in specially for the purpose of moving the risers, the determination on the matter being at the discretion of the Manager of Centennial Hall, and subject to the Orchestra satisfying the City that the Orchestra personnel who would be moved these risers were properly insured.

Repeal Rationale - As Orchestra London is no longer in existence, this policy is no longer applicable.

4(4) Moving of Equipment for Orchestra Events

This policy was adopted July 5, 1976 to allow Orchestra London to use its own personnel when moving its own equipment into and out of Centennial Hall and while moving such equipment within the Hall, on the understanding that City equipment, with the exception of matters outlined above, would be moved by Centennial Hall staff and subject to the Orchestra satisfying the City that the Orchestra personnel who would be moving Orchestra equipment were properly insured.

Repeal Rationale - As Orchestra London is no longer in existence, this policy is no longer applicable.

4(5) Move-in/Move-out Charges for Orchestra London

This policy was adopted July 5, 1976 and amended September 7, 1976 to direct the Manager of Centennial Hall not to impose a "move-in, move-out" charge (heat loss) on Orchestra London in connection with its use of Centennial Hall facilities.

Repeal Rationale - As Orchestra London is no longer in existence, this policy is no longer applicable.

4(11) London Convention Centre – Scheduling and Booking

This policy was originally adopted on June 1, 1992 to establish scheduling and booking practices for the London Convention Centre.

Repeal Rationale – At the time this policy was adopted January 1992, the London Convention Centre Steering Committee managed the construction and oversight of the London Convention Centre. In 1993, the London Convention Centre Corporation was established, a Board of Directors appointed and the London Convention Centre Steering Committee was dissolved.

The London Convention Centre Corporation (LCCC) operates under By-law No. A-5357-298 with representatives of Council members on their Board and was established for the purpose of maintaining, operating, managing, and promoting the London Convention Centre. As such, they have established and maintained policies and procedures for the LCCC operations.

Summary:

The attached proposed by-law (Appendix "A") effect the necessary updates to the policies noted above. Appendix "B" details the current policies, for reference purposes. The next phase of the policy review process will address any remaining policies under the direction of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer that need to be updated.

PREPARED BY:	REVIEWED BY:
LAURIE GREEN FINANCIAL BUSINESS ADMINISTRATOR	IAN COLLINS SENIOR FINANCIAL BUSINESS ADMINISTRATOR
RECOMMENDED BY:	
MARTIN HAYWARD MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER	

cc Linda Rowe

APPENDIX "A"

Bill No.
2016

By-law No. A.-_____

A by-law to repeal Council Policies 4(2) Ushers and Doormen during Orchestra Events, 4(3) Erection of Risers for Orchestra Events, 4(4) Moving of Equipment for Orchestra Events, 4(5) Move-in/Move-out Charges for Orchestra London, and 4(11) London Convention Centre – Scheduling and Booking.

WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

AND WHEREAS the Municipal Council deems it advisable to repeal Council Policies 4(2) Ushers and Doormen during Orchestra Events, 4(3) Erection of Risers for Orchestra Events, 4(4) Moving of Equipment for Orchestra Events, 4(5) Move-in/Move-out Charges for Orchestra London and 4(11) London Convention Centre – Scheduling and Booking;

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

1. Council Policy 4(2) adopted July 5, 1976, and all of its amendments, are hereby repealed.
2. Council Policy 4(3) adopted July 5, 1976, and all of its amendments, are hereby repealed.
3. Council Policy 4(4) adopted July 5, 1976, and all of its amendments are hereby repealed.
4. Council Policy 4(5) adopted July 5, 1976, and all of its amendments are hereby repealed.
5. Council Policy 4(11), adopted and all its amendments are hereby repealed.
6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on xxxxx, 2016

Matt Brown
Mayor

Catharine Saunders
City Clerk

First Reading – xxxx, 2016
Second reading – xxxx, 2016
Third reading – xxxx, 2016

APPENDIX "B"

4(2) Ushers and Doormen during Orchestra Events

That a policy be established whereby Orchestra London be allowed to use its own student ushers and doormen at its concerts, on the understanding that the Orchestra will ensure that such personnel will be properly trained and attired when they are used at such events and subject to the Orchestra satisfying the City that the Orchestra personnel involved in this activity are properly insured.

ADOPTED JULY 5, 1976 [4(2) AUG 1999]

4(3) Erection of Risers for Orchestra Events

That a policy be established whereby the Orchestra London will be allowed to use its own qualified personnel to erect and take down risers on occasions where additional costs would accrue to the Orchestra if Centennial Hall staff had to be brought in specially for the purpose of moving the risers, the determination on the matter herein to be at the discretion of the Manager of Centennial Hall, and subject to the Orchestra satisfying the City that the Orchestra personnel who would be moved these risers are properly insured.

ADOPTED JULY 5, 1976 [4(3) AUG 1999]

4(4) Moving of Equipment for Orchestra Events

That a policy be established whereby the Orchestra London be allowed to use its own personnel when moving its own equipment into and out of Centennial Hall and while moving such equipment within the Hall, on the understanding that City equipment with the exception of matters outlined in the above clause, will be moved by Centennial Hall staff and subject to the Symphony satisfying the City that the Orchestra personnel who would be moving Orchestra equipment are properly insured.

ADOPTED JULY 5, 1976 [4(4) AUG 1999]

4(5) Move-in/Move-out Charges for Orchestra London

That a policy be established to provide that the Manager of Centennial Hall be directed not to impose a "move-in, move-out" charge (heat loss) on the Orchestra London in connection with its use of Centennial Hall facilities.

ADOPTED JULY 5, 1976; AMENDED SEPTEMBER 7, 1976 [4(5) 1999]

4(11) London Convention Centre – Scheduling and Booking

That the following policies be established with respect to scheduling and booking for the London Convention Centre, namely:

- (a) the London Convention Centre Scheduling Policy set out in Appendix 4(11A); and
- (b) the London Convention Centre Booking Policy set out in Appendix 4(11A).

ADOPTED JUNE 1, 1992 [4(11) AUG 1999]

4(11A) Appendix to Convention Centre and Centennial Hall – Scheduling and Booking Policy

LONDON CONVENTION CENTRE SCHEDULING POLICY

1. Statement of Purpose

The primary objective is promoting and facilitating events and activities which generate the greatest direct economic benefits to the City of London in a manner befitting the image of the London Convention Centre. Bookings will be given priority or preference on this objective.

2. Scheduling Priorities

First Priority

- events which will use 1,000 or more hotel room nights on official meeting days. No restriction on advance bookings.

Second Priority

- events which will use 500-1,000 hotel room nights on official meeting days. Date scheduling not more than 24 months in advance. Within 2nd priority bookings long standing annual public and commercial shows with proven success records and significant impact may be taken and result in termination of other second priority commitments. Second priority items may be held tentatively on long term basis subject to revision to accommodate first priority items.

Third Priority

- events which will use 200-500 hotel room nights on official meeting days. Date scheduling not more than 18 months in advance. Third priority items may be held tentatively on a long term basis subject to revision to accommodate first or second priority items.

Fourth Priority

- events which will use less than 200 hotel room nights on official meeting days. Date scheduling not more than 12 months in advance.

3. Special Considerations

The Convention Centre reserves the right to promote, solicit, and develop any activity deemed appropriate to the Convention Centre objectives and to qualify all activities requesting utilization of the facility.

With competing activities for specialized and specific local markets, the Convention Centre may maintain a clearance period of 60 days, prior and 60 days following the event. No agreement with any user will be executed requiring such clearance period.

Generally speaking, special considerations do not apply to conventions, tradeshow and other first priority activities.

4. Definition of Terminology

In the process of scheduling facilities and dates, the following terms and definitions shall always apply to scheduling commitments, i.e. reservations, issued by the Centre:

Tentative:

Facilities and dates will be held pending notification of cancellation by either party. However, all bookings will be considered tentative and therefore subject to cancellation until a formal licence agreement has been executed by the parties and the appropriate deposit delivered to and accepted by the centre.

First Option:

Facilities and dates reserved on first option are reserved on a TENTATIVE basis. A conflicting commitment for the facilities and dates generally will not be made in favour of a second requesting party within the same scheduling priority without first offering the party holding a first option an opportunity to either execute a licence agreement or cancel its reservation.

Second Option:

Facilities and dates will be reserved on a TENTATIVE basis but the tentative reservation will be contingent upon cancellation of a prior reservation which is considered first option.

Confirmed:

Facilities and dates are considered a confirmed or contractual commitment only upon (a) execution of a London Convention Centre licence agreement by the event sponsor and the Centre specifying all details of the commitment and (b) the delivery to an acceptance by the Centre of the appropriate deposits. However, facilities and dates may be held as "firm" upon receipt of a letter of confirmation stating specifically that the booking is firm signed by both the event sponsor and the Centre pending the preparation of a licence agreement. In the event such a letter of confirmation is signed by both the sponsor and the Centre, no conflicting scheduling will be made during a period of 30 days from the signing of such letter of confirmation by the Centre to permit preparation and execution of a licence agreement. If a licence agreement has not been fully executed within such period, the facilities and dates will be considered reserved on a TENTATIVE basis only.

No variance from the Centre's agreement represented in the above terms may be made in any case except upon prior, express written approval by the Centre.

LONDON CONVENTION CENTRE BOOKING POLICY

1. Rental Rate Definitions

Session Rate

- 6:00 a.m. to 5:00 p.m. or 5:00 p.m. to 1:00 a.m. or any part thereof

Daily Rate

- Any portion where individual session rates overlap

2. Deposits

Deposits are required for all activities upon execution of a formal Centre licence agreement.

CONVENTIONS, TRADESHOWS, CONSUMER OR PUBLIC EXHIBITIONS

On signing	20% of rental (minimum \$150, maximum \$1000)
12 months prior to event	20% of rental
6 months prior to event	30% of rental
30 days prior to event	30% of rental

MEETINGS AND OTHER EVENTS

On signing	20% of rental (minimum \$150, maximum \$1000)
6 months prior to event	40% of rental
30 days prior to event remaining	40% of rental

Notwithstanding the foregoing, first time events without a past history of success, and event sponsors with inadequate reference, no prior event sponsorship, a record of slow payment, etc. may be required at the Centre's option to remit up to one hundred per cent (100%) of anticipated rental and related expenses upon execution of the licence agreement.

Events and circumstances not covered in the above scheduling policies may be subject to special conditions as deemed appropriate by the Centre.

3. Cancellations

Deposits accepted by the Centre are non-refundable in the event of a cancellation.

4. Move In/Out

Rental Rates will be calculated at 50% of the current daily rate.

5. Registration

Space will be provided including tables and chairs as deemed appropriate by the London Convention Centre in consideration of other tenants

6. Food and Beverage Service

Complete food and beverage services and facilities are available exclusively through our Food and Beverage Department.

7. Services included in the Basic Rental

- Standard meeting room setup (theatre style). Other setups may be subject to surcharge
- Speaker's platform if group is larger than 60 persons
- Speaker's lectern (floor or table model)
- Sound system with one microphone
- One flipchart or whiteboard per meeting room
- Ice water and glasses
- Routine janitorial services (removal of bulk trash, building materials, crates and pallets excluded)
- If a full service luncheon or dinner is served, no room rental fee will apply during the meal service period in a room that is deemed appropriate in size by the London Convention Centre
- When a breakfast or reception is served no room rental fee will apply when the food and beverage revenue exceeds 4 times the normal room rental fee.

8. Services Available at Additional Charge

- Parking facilities
- Coat check service
- Translation services
- Business support services (fax, photocopying, secretarial)
- Providing staffing for registration, ticket sales or ushers
- Movement of portable walls once set
- Specialty power consumption for extraordinary electrical usage e.g. television feature lighting.

9. Security

Twenty-four hour security for the building perimeter and internal patrols are provided. The licensee is responsible for security additional to this including during the move in and out period. All security arrangements are subject to approval by the London Convention Centre management.

10. Telephone Service

Is available throughout the building. The London Convention Centre telephone number may not be published as the official show or convention number.

11. Freight Deliveries and Storage

The London Convention Centre may restrict delivery and/or storage of goods prior to and following an event based on the current utilization of our facilities. Delivery/pickup restrictions and storage fees can be confirmed with your London Convention Centre contact person.

12. Fire Regulations

All flammable liquids and gases are prohibited. Inert gases and pyrotechnics are subject to the specific approval of the London Fire Department. Specific requirements for vehicle displays are available from London Convention Centre staff. Decorations must be made of fire resistant materials.

13. Physical Arrangements

Meeting room setup - information is required one week prior to the event. Revisions within 48 hours may incur an additional charge.

14. Damages

London Convention Centre reserves the right to inspect and/or control all functions. Liability for damages to the premises will be charged accordingly. The convenors for any function are held responsible for other members of their group. The London Convention Centre cannot assume responsibility for personal property and equipment brought into the function area. Personal effects and equipment must be removed from the function room at the end of each day, unless reserved on a 24 hour basis.

15. Licence Agreement

The terms and conditions set forth herein are in effect as of the date specified. The London Convention Centre reserves the right to amend any such terms and conditions at its option at any time up to the execution of the Licence Agreement.