

Item No. 11.1.3
Halifax Regional Council
October 1, 2013

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY: Original signed by 

Richard Butts, Chief Administrative Officer

Original Signed by 

Mike Labrecque, Deputy Chief Administrative Officer

DATE: September 20, 2013

SUBJECT: **Signing of the Federation of Canadian Municipalities' Annual
Conference & Trade Show, 2018 Hosting Agreement**

ORIGIN

March 20, 2012 Regional Council Meeting: MOVED by Councillor Walker, seconded by Councillor Sloane that Halifax Regional Council submit a request to the Federation of Canadian Municipalities (FCM) that the Halifax Regional Municipality host the annual conference in 2018. MOTION PUT AND PASSED.

LEGISLATIVE AUTHORITY

Business and industrial development 70 (b) publicize the advantages of the Municipality or a part of the Municipality and the surrounding areas as a location for the establishment and expansion of institutions, industries and business.

RECOMMENDATION

It is recommended that Halifax Regional Council authorize the Mayor and Municipal Clerk to sign the Hosting Agreement for the 2018 FCM Annual Conference and Trade Show on behalf of the Municipality.

BACKGROUND

On September 19, 2012, Mayor Kelly received a letter from FCM indicating the Board of Directors approved the selection of HRM as Host Municipality for the 2018 Annual Conference and Trade Show.

On July 21, 2013, Mayor Savage received the Host Municipality Agreement for the 2018 Annual Conference and Trade Show.

The Federation of Canadian Municipalities has been the national voice of municipal government since 1901. With more than 1,775 members, FCM represents the interests of municipalities on policy and program matters that fall within federal jurisdiction. Members include Canada's largest cities, small urban and rural communities, and 18 provincial and territorial municipal associations.

Each year in early June, FCM holds its Annual Conference and Trade Show. The event attracts approximately 2,000 delegates, 500 companions, over 600 exhibitor staff (private sector and government departments), the most senior federal government elected officials, and opinion makers from across Canada to the Host City each year. The event provides the opportunity for municipal leaders to learn from colleagues and experts, share ideas and participate in local tours that showcase innovation in responding to local challenges that are applicable across Canada. The FCM seeks to identify host cities for its annual conference and trade show 6 years in advance of the event.

DISCUSSION

HRM is the successful bid city for the 2018 FCM Annual Conference and Trade Show. HRM last hosted the event in June of 2011. Planning for the event commenced two years in advance with specific milestones identified to be completed each year. To date, the new convention centre has been contacted and has the meeting space on hold for 2018. FCM will also work with Destination Halifax to block up to 1150 hotel rooms to ensure they have access to the required accommodation.

Although FCM has the overall responsibility for organizing, implementing and promoting the conference and trade show, the host city is typically responsible for the following activities:

- attendance at the 2017 FCM Annual Conference to promote HRM's upcoming event, and host a reception for new board members
- organizing study tours, including registration and transportation
- organizing a companions' program including transportation
- gala dinner
- Mayor's reception
- daily continental breakfasts and coffee breaks
- farewell breakfast

- provision of local transportation where required
- establishing a local organizing committee two years in advance of the conference
- designating an employee of the host city as a co-ordinator 12 to 18 months in advance of the conference; and
- providing staff and volunteers for various duties during the conference

Details regarding these activities can be found in the Hosting Agreement, Attachment A.

Detailed event planning will be conducted by way of a Council advisory committee and staff conference planning committee, to be established by mid-summer, 2016.

FINANCIAL IMPLICATIONS

The FCM's budget for the overall organization and implementation of the conference is estimated to be approximately \$1.5 million in gross expenditures. Based on the hosting criteria detailed in Attachment A; and the cost of \$320,000 to host in 2011, it is anticipated Halifax Regional Municipality will be required to contribute between \$450,000 to \$500,000 to host the Conference in 2018.

The cost of undertaking the host city's responsibilities depends in part on the number of participating delegates, and the ability to engage corporate sponsors. The costs are offset by a per delegate allocation from FCM. Attendance at the Conferences has increased over the past few years. HRM's estimated net contribution of \$450,000 to \$500,000 is based on a projected attendance of 2,500 delegates. The host city is entitled to seek sponsorship revenues in consultation with FCM. Historically, host cities have also derived revenues from government grants.

If Council approves the signing of the Hosting Agreement, staff will present a detailed budget for conference planning and implementation for the 2017/18 and 2018/19 fiscal periods for their approval.

COMMUNITY ENGAGEMENT

No community engagement was required.

ENVIRONMENTAL IMPLICATIONS

No environmental implications.

ALTERNATIVES

Council can chose not to sign the Hosting Agreement for the 2018 FCM Annual Conference and Trade Show.

ATTACHMENTS

2018 FCM Annual Conference and Trade Show Hosting Agreement.

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Marion Currie, Government Relations & External Affairs, 490-6422

Report Approved by: _____
Jennifer Church, Managing Director, Government Relations & External Affairs, 490-3677

Financial Approval by: _____
Greg Keefe, Director of Finance & ICT/CFO, 490-6308

AGREEMENT

BETWEEN THE

FEDERATION OF CANADIAN MUNICIPALITIES (FCM)

AND

HALIFAX REGIONAL MUNICIPALITY

**RELATIVE TO THE FEDERATION OF CANADIAN MUNICIPALITIES'
ANNUAL CONFERENCE AND TRADE SHOW
TO BE HELD IN HALIFAX
FROM JUNE 1 TO 4, 2018**

AGREEMENT

BETWEEN THE

FEDERATION OF CANADIAN MUNICIPALITIES

Herein referred to as "FCM";

AND

HALIFAX REGIONAL MUNICIPALITY

Herein 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 work together in order to hold FCM's Annual Conference and Trade Show from June 1 to 4, 2018, in Halifax, NS;

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 Halifax Regional Municipality in order to hold FCM's Annual Conference and Trade Show from June 1 to 4, 2018, in Halifax, NS (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 FCM

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

- Preliminary Conference program (on-line);
- Final Conference Program;
- Trade Show;
- Delegate Luncheon at the Trade Show on Friday;
- Pre-Conference and on-site registration process;

- Financial responsibility for rental of facilities required for the FCM Conference Program;
- Delegate Luncheon during elections on Sunday;
- Audio-visual equipment;
- Simultaneous interpreters and equipment;
- Recruitment of all workshop speakers;
- National sponsorship program;
- FCM Secretariat, Media Room and Staff Workrooms;
- All costs related to FCM staff participation (compensation, travel, and accommodations);
- French and English translation for the conference programs, signage, and all FCM documents related to the Conference.

3.2. Host Municipality Complimentary Passes

FCM will provide the Host Municipality with a maximum of ten (10) complimentary full registration passes for the Annual Conference which it is hosting and a maximum of four (4) complimentary full registration passes for the Annual Conference preceding theirs.

A list of names for complimentary passes must be provided to FCM prior to the event. These passes have no dollar value and the Host Municipality will not be entitled to a credit should it not make use of the full allotment.

3.3. 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 as follows:

- a) Within sixty (60) days of the closing date of the Annual Conference, FCM will forward a first payment to the Host Municipality of ninety percent (90%) of the per capita amount for each registered delegate whose account is paid in full and who attended the event.
- b) Within one hundred and twenty (120) days of the closing date of the Annual Conference, FCM will forward the final payment to the Host Municipality of the total per capita amount 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).

The per capita amount is approved by the Board of Directors on an annual basis. For information purposes, the per capita for 2013 is \$138.00 per delegate attending the conference.

3.4. Host Municipality Transfer Payment - Companion Tours and Social Events

Within sixty (60) days of the closing date of the Annual Conference, FCM will forward a payment to the Host Municipality for companion (and/or additional) tickets to participate in Host Municipality organized tours and 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 fulfill the following financial, organizational and operational obligations:
- At the Conference preceding theirs, the pending Host Municipality must participate in the Trade Show to promote attendance at the Conference in their municipality the following year and they also donate a prize for the Trade Show prize draw (FCM provides a complimentary booth space with one table and 2 chairs. The pending Host Municipality must pay for any other booth requirements such as audio-visual equipment, additional furniture, etc.);
 - At the Conference preceding theirs, the pending Host Municipality must host and pay for a reception for new Board Members to promote attendance at the next Annual Conference (approximately 150 attendees);
 - Welcome Reception on Friday evening;
 - Daily Continental breakfasts and morning coffee breaks (Friday, Saturday and Sunday);
 - Gala Dinner on Sunday evening;
 - Farewell Breakfast on Monday morning;
 - Study Tours program with service in both official languages (incl. transportation);
 - Companion Program (i.e. Companion Tours) with service in both official languages;
 - A Companion Lounge (incl. function room, lounge style furnishings, coffee/tea/water)
 - Transportation between hotels in the "FCM Block of rooms" and the Conference Facility (as deemed necessary by FCM, depending on distance);
 - Transportation to and from Host Municipality social activities (as requested by FCM, depending on distance);
 - A Host Municipality 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) volunteers to assist with on-site logistical requirements.
- 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 and Companions' Program for use in printed and promotional materials (ie: the Conference Programs) within the prescribed timelines described in the Host Municipality Handbook.
- 4.4. The Host Municipality agrees to provide FCM with a general liability certificate of insurance showing FCM as an additional insured for all Host Municipality responsibilities and events (i.e. Study Tours, Companion Program, Welcome Reception, Gala Dinner and Farewell Breakfast). The policy must be in effect for the dates of the Conference. Any company providing transportation for delegates must provide a certificate of automobile insurance with a minimum of \$5M in coverage.
- 4.5. The Host Municipality agrees to provide FCM with all the final scenarios and speeches for the social events (Welcome Reception, Gala Dinner, Farewell Breakfast) and any other activities to which the Host Municipality representatives will participate, for FCM's review and approval.

- 4.6. 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. Agreements with any sponsors of a National scale must be pre-approved by FCM prior to entering into any type of agreement. All sponsors must follow FCM's sponsorship guidelines, as described in the Sponsorship Guide provided to the Host Municipality.
- 4.7. The Host Municipality agrees to provide/deliver the above in accordance with the Roles and Responsibilities document provided by FCM.
- 4.8. The Host Municipality agrees to provide to FCM, no later than one year 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, the Host Municipality's financial results (revenues generated/expenses incurred for its financial commitments).

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. Each of the Parties agrees to supply the necessary qualified personnel resources required to meet or exceed the expectations and/or fulfill the obligations and commitments provided for in this Agreement.
- 5.3. The Host Municipality agrees to translate into French and/or English all documents it distributes, as well as any posters, banners, signage and advertising related to FCM's Annual Conference and Trade Show. FCM agrees to provide an editing service to the Host Municipality to ensure concordance between the texts.
- 5.4. Each Party warrants that it has provided full disclosure to the other Party regarding any matter of which it is aware at the time of the execution of this Agreement that, to its knowledge, could harm the reputation of the other Party as a consequence of having entered into this Agreement. Without restricting the generality of the foregoing, but solely as examples, willful conduct of a Party that could reasonably be considered harmful to the environment or public health would constitute such a matter.
- 5.5. At all times during and subsequent to the duration of the Agreement, until such time as the information in question ceases to be confidential information or the recipient party has obtained the written consent of the disclosing party to the disclosure in question, the recipient party shall take all precautions that are reasonably required in order to keep and maintain the confidential information in strict confidence, and shall cause its directors, officers, agents and employees to keep and maintain such confidential information strictly confidential. All such confidential information shall remain the property of the originally disclosing party and shall be used by the recipient party only as is necessary for the performance of its obligations under the Agreement.
- 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 circumstance beyond the reasonable control of either party, neither party shall in no way be held liable to the other party. For more clarity, all expenses incurred by

each party in advance preparation of the Conference will remain the responsibility of each party. FCM will not be held liable to reimburse any expenses incurred by the Host Municipality and 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 purposes of this Agreement, the representative for the Host Municipality is:

_____	_____
First Name	Last Name
_____	_____
Title	Company Name

and FCM's representative is **Ms. Simone Gagnon, Director - Corporate and Member Communications.**

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. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by all parties.

- 8.5. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this Agreement continues in full force and effect.
- 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 as set out in the FCM Annual Conference and Trade Show 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, 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 to the benefit of, and shall be binding upon, the successors and assigns of 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, caused or alleged to have been caused as a result of the Host Municipality's performance of its obligations under this Agreement. 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, caused or alleged to have been caused as a result of FCM's performance of its obligations under this Agreement.

10. COPYRIGHT AND PATENTS

- 10.1 Copyright in artistic work and text produced for FCM's Annual Conference and Trade Show, including, but not limited to, logos, brochures, photographs, and webcasts will belong to FCM. FCM will acknowledge the contribution of the Host Municipality on behalf of FCM in any publication of that work.
- 10.2 FCM shall retain title to any report, photograph, drawing, or plan produced by the Host Municipality in performing the Agreement. FCM reserves the right to request this material from the Host Municipality.
- 10.3 The Host Municipality will not publish or divulge information concerning anything mentioned in this section, unless necessary to fulfill the requirements of the Agreement.
- 10.4 Where copyright to any property belongs to FCM under the Agreement, the Host Municipality will execute such conveyances and other documents relating to title as FCM may require to evidence the title of FCM. FCM shall be responsible to prepare, for the Host Municipality's approval, 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. Simone Gagnon**
 Director – Corporate and Member Communications
 Phone: 613-907-6269
 Fax: 613-241-7440
 Email: sgagnon@fcm.ca

HALIFAX REGIONAL MUNICIPALITY

Attention: _____
 First Name Last Name

 Title Company Name

 Mailing Address

 City PROV Postal Code

 Email Address

Any authorization or approval or any notice sent by fax, 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.

FEDERATION OF CANADIAN MUNICIPALITIES

Original signed

By: Original signed

Brock Carlton
Chief Executive Officer

Witness

Signed in Ottawa, on this 7 day of May, 2013.

HALIFAX REGIONAL MUNICIPALITY

By: _____

Name: _____

Witness

Title: _____

Company Name: _____

Signed in _____ on this _____ day of _____, 20____.