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STAFF REPORT: Community Services Department



REPORT TO: Committee of the Whole
MEETING DATE: June 27, 2016
REPORT NO.: CSPW.16.102
SUBJECT: Authorization to Execute the 2016 Centurion Agreement with the Blue Mountain Village Association
PREPARED BY: Shawn Everitt
 Director of Community Services

A. Recommendations

THAT Council receive Report CSPW.16.102 entitled “Authorization to Execute the 2016 Centurion Agreement with the Blue Mountain Village Association”;

AND THAT Council authorize the Mayor and Clerk to execute a Centurion Agreement with the Blue Mountain Village Association.

B. Background

This report is providing authorization for the Mayor and Clerk to execute an agreement with the Blue Mountain Village Association (BMVA) for the 2016 Centurion Cycling Event. This is an annual agreement that has been entered into with the BMVA since 2011.

The previous agreements identified that the Town agreed to have the BMVA and Centurion Cycling stage the Centurion Event in and around The Blue Mountains’ region. The agreement also stipulated that that the Town would provide a contribution to the cost of the advertising campaign for the Centurion Event and certain in-kind services for the staging of the Centurion Event. It is proposed by Staff that the 2016 Centurion Agreement contain the same terms and conditions set out in the previous agreement and would be to the satisfaction of the Town’s Solicitor, Chief Administrative Officer and Director of Community Services prior to being executed by the Mayor and Clerk.

Town Staff have met with the 2016 Centurion Cycling Logistical Planning Group, including all participating municipalities and counties, emergency management services and representatives from Blue Mountain Resort, Centurion Cycling and the BMVA. All required information and certificates have been received and approvals for the event are expected to be received in the near future.

C. The Blue Mountains’ Strategic Plan

Goal #2 - Engage our communities and partners

Goal #3 - Support healthy lifestyles

D. Environmental Impact

Minimal

E. Budget Impact

Funding for the \$5,000 identified in the Draft Centurion Agreement for marketing of The Blue Mountains through the Centurion Cycling promotion and its events has been funded through the Economic Development Advertising Budget.

F. In Consultation With

Senior Management Team
Town Solicitor
Blue Mountain Village Association

G. Attachments

1. Draft 2016 Centurion Agreement with Blue Mountain Village Association

Respectfully submitted,

Shawn Everitt
Director of Community Services

For more information, please contact
Shawn Everitt
severitt@thebluemountains.ca
519-599-3131 ext. 281

BMVA CENTURION AGREEMENT

THIS AGREEMENT made as of the ____ day of _____ 2016

BETWEEN:

BLUE MOUNTAIN VILLAGE ASSOCIATION

(herein called "BMVA")

-and-

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

(herein called the "Town")

WHEREAS the BMVA have entered into an agreement made as of the 16th day of September, 2011 with Centurion Cycling, LLC ("Centurion") to stage the Centurion Event in and around The Blue Mountains region on September 16, 17, 18, 2016;

AND WHEREAS the BMVA has requested the Town to provide a contribution to the cost of the advertising campaign for the Centurion Event and certain in-kind services for the staging of the Centurion Event;

AND WHEREAS the Town is a four season's recreation and tourist area and tourism provides a major contribution to the local economy;

AND WHEREAS pursuant to section 11 of the Municipal Act, 2001 a municipality may provide any services, including economic development services, that the municipality considers necessary or desirable for the public and the Town recognizes that the Centurion Event provides a contribution to the local economy;

AND WHEREAS the Town wishes to have the BMVA and Centurion stage the Centurion Event in and around the Blue Mountains Region and has agreed to provide a contribution to the cost of the advertising campaign for the Centurion Event and certain in-kind services for the staging of the Centurion Event on September 16, 17, 18, 2016 on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration for the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

Definitions

1. Whenever used in this Agreement, including the recitals, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the respective meanings ascribed to them as follows:

"Agreement" means this Agreement;

"BMVA" means Blue Mountain Village Association

"Centurion" means Centurion Cycling, LLC, a limited liability corporation

"Centurion Event" means the "Centurion The Blue Mountains Canada" cycling event to be staged in and around the region of Blue Mountains on September 16, 17, 18, 2016

"Centurion Agreement" means an agreement made as of the 16th day of September, 2011 between Centurion and the BMVA for the staging of the Centurion Event

"Parties" means the BMVA and the Town

Centurion Event

2. The BMVA agrees to facilitate with Centurion the staging of the Centurion Event in the region of Blue Mountains in a professional manner upon the terms and conditions as provided for in the Centurion Agreement to ensure the Centurion Event is a world-class sporting event.
3. The Centurion Event shall be named “Centurion The Blue Mountains Canada” and this name shall appear on the event logo and all relevant race materials, marketing, promotions, and all other print, outdoor, radio, and telecast media including applicable event signage.
4. The Centurion Event shall be staged in the region of The Blue Mountains on September 16, 17, 18, 2016.

Promotion of the Town

5. The Town shall pay to the BMVA the Town’s contribution for marketing funding in the amount of \$5,000 pending Council approval, for the promotion and advertising of the 2016 Centurion Event by the BMVA and Centurion as provided for in section 6 herein (the “Promotion Fee”).
6. In consideration of the payment of the Promotion Fee, the BMVA shall:
 - a) Include or cause to be included in all or substantially all of the advertising of the Centurion Event, including print, outdoor, media, and electronic advertising, the Town’s name or logo;
 - b) Refer to the Town as the “Host” and a sponsor of the Centurion Event in all relevant race materials, marketing, promotions, and all other print, outdoor, radio, and telecast media including applicable event signage;
 - c) Wherever the Town’s logo is used, add or cause to be added, where possible, the words “Recreation at its Peak”;
 - d) Highlight the Town’s commitment during all ceremonial activities such as VIP events, opening and closing ceremonies and awards presentations;
 - e) Include or cause to be included the Town’s name or logo in press releases, both nationally and locally;
 - f) Create and cause to be created to the satisfaction of the Town a link from the sponsor section of the Centurion website to the Town website www.thebluemountains.ca
 - g) Communicate with all residents with Town of The Blue Mountains addresses by mail with respect to road closures, race routes and times
 - h) Provide a verbal message by microphone to all racers and spectators at the beginning of each race regarding “Share the Road” principles, respect for the property and needs of the farming community, including use of roads by farm machinery and no blockage of farm gates and driveways, and recognition of the green light on vehicles operated by volunteer firefighters.
 - i) Provide the Town with viewer numbers where Town advertising is concerned;
 - j) Complete post-event registration totals and housing report, including data on all event room nights consumed (paid and unpaid), by accommodation and totals, within 45 days after event date. This information can be used when referring to securing of the event or estimating direct spending impact.

7. The BMVA shall provide ten (10) VIP packages to the Town for use by staff and officials if applicable. The VIP packages shall include access to pre and post race events, gifts and passes to the VIP tent. Additional VIP passes are available at the Town's cost (cost tbd). A list of names for credentials and final counts must be submitted no less than seven (7) days prior to the event.
8. The BMVA shall provide the Town with one (1) 10'x10' booth space in the Centurion Exposition at no cost to the Town. The expo will run from Friday to Sunday of Centurion weekend and include trade and sponsor booths, technique clinics, seminars and ancillary events. The Town will provide its own tent, displays and staffing for said booth.

Town In-Kind Services

In consideration of the BMVA entering into the Centurion Agreement for staging the Centurion Event in the region of the Blue Mountains the Town agrees to provide, at the Town's cost, the following in-kind services to the BMVA for the staging of the Centurion Event in 2016. It is understood and agreed that these in-kind services do not include the payment of any monies to the BMVA or any other third party.

9. Facilitation of organizational meetings with communities along routes, counties, police, fire and EMS as well as the BMVA and Blue Mountain Resorts Limited along with Centurion Representatives.
10. Provide assistance in the development of specialized safety plans and event plans such as route approvals, fire safety plan, police plans, paid duty requirements, etc.
11. Help in the development of communication plans for residents and specific area residents that the routes affect directly.
12. Facilitate a deputation for Centurion to appear at a meeting of The Blue Mountains Agricultural Advisory Committee.
13. Secure, at no cost to the Town, the availability of a street sweeper prior to the Centurion Event.
14. Creation of a critical path for permits and approvals for the Centurion Event.
15. Organization of a post Centurion Event debriefing meeting.
16. Communication with the Georgian Bay Fruit Growers Association with respect to road closures, race routes and times.
17. Communication with all residents by means of the Town's website and e-blast newsletter with respect to road closures, race routes and times.

Term of Agreement

18. Despite that the Centurion Agreement is for the staging of the Centurion Event in the year 2016 and further years, this Agreement for the payment of the Promotion Fee and the provision of the Town in-kind services is only for the staging of the Centurion Event in 2016.

Compliance with Laws

19. The BMVA covenants that it will or cause to comply with all applicable statutes, laws, by-laws, regulations, ordinances, orders and requirements of the Town,

federal, provincial and other municipal government authorities, including police, fire and ambulance requirements, which relate to or govern the staging of the Centurion Event.

Insurance

20. The Town acknowledges that BMVA has provided a commercial general liability insurance policy in a form satisfactory to the Town of not less than Five Million Dollars (\$5,000,000) for the Centurion Event and all incidental matters related to the Centurion Event with the Town named as additional insured under such policy and has also provided the Town with a copy of the insurance certificate to this effect.

Indemnity

21. The BMVA shall indemnify and save completely harmless the Town and its elected officials, officers, agents, contractors and employees from and against all actions, causes of actions, suits, claims and demands whatsoever which may arise directly or indirectly or in any way connected with the staging of the Centurion Event except to the extent that any such losses are caused by the negligence of the Town and/or its employees or agents.

Breach

22. In the event the BMVA fails to perform any of its obligations herein, the Town shall give the BMVA notice in writing of such breach. If the BMVA has not cured the breach within ten (10) days after receipt of such notice, then the Town shall have the right to terminate this Agreement by giving written notice to the BMVA and initiate legal proceedings against the BMVA for legal or equitable relief.

General

23. The Parties agree that the relationship between the Parties is that of independent contractors and not as employees or agents. Under no circumstances shall this Agreement be considered a contract of joint venture or partnership.
24. Any notice to be given by the Town to the BMVA with respect to this agreement shall be given in writing and may be mailed by postage prepaid mail, personally delivered or sent by facsimile transmission to or delivered to:

**Blue Mountain Village Association
796455 Grey Road #19,
Blue Mountains, ON, L9Y 0N8
Attention: Andrew Siegwart, President
Facsimile: (705) 443-5547**

or such other addresses which THE BMVA has given to the Town in writing.

25. Any notice to be given by the BMVA to the Town with respect to this Agreement shall be given in writing and may be mailed by postage prepaid mail, personally delivered or sent by facsimile transmission to or delivered to:

**Town of The Blue Mountains
32 Mill Street,
Box 310, Thornbury, ON, NON 2P0
Attention: Town Clerk Facsimile: (519) 599-7723**

or such other addresses which the Town has given in writing to the BMVA

26. Any notice shall be deemed to have been given to and received by the Party to which it is addressed;
 - a) if delivered, on the date of delivery;
 - b) if mailed, on the fifth day after mailing thereof; or
 - c) if faxed, on the date of faxing, as confirmed.
27. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any Party shall not affect the validity of any other provision or covenant hereof.
28. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of riots, strikes, insurrection, war, act of God, weather, or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
29. The BMVA shall not have the right to assign this Agreement or otherwise transfer this Agreement or the BMVA's rights and obligations herein without the prior written consent of the Town, which consent may be arbitrarily withheld.
30. Each of the Parties acknowledges and declares that the statements contained in the recitals applicable to such party are true in substance and in fact.
31. Section headings in this Agreement are inserted for convenience only and do not constitute part of this Agreement.
32. This Agreement expresses the entire Agreement among the Parties hereto with respect to all matters herein. Changes to this Agreement shall be binding only if made in writing and signed by each Party.
33. Words importing the singular include the plural and vice versa and words importing the male gender includes the female gender.
34. The failure of the Town at any time to require performance by THE BMVA of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Town of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Town shall specifically retain its rights at law to enforce this Agreement.
35. Time shall be of the essence of this Agreement and no extension or variation of this Agreement shall operate as a waiver of this provision.
36. This Agreement shall be governed by and construed in accordance with the laws of Ontario. Any litigation arising out of this Agreement shall take place in an Ontario Court.
37. This Agreement shall inure to the benefit of and be binding upon each of the Parties hereto and to their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement under their respective seals by their respective authorized signing officers duly authorized in their behalf as of the date and year first above written.

BLUE MOUNTAIN VILLAGE ASSOCIATION

Per: _____
Andrew Siegwart, President

I have the authority to bind the corporation.

**THE CORPORATION OF THE TOWN OF THE
BLUE MOUNTAINS**

Per: _____
John McKean, Mayor

Per: _____
Corrina Giles, Clerk

DRAFT