

MEMORANDUM

TO: Members of Planning and Economic Development Committee

FROM: John B. Waller, Acting Commissioner, Planning and Development Services

DATE: September 7, 2011

RE: **GTMA Funding Agreement Status Update**
TRRA Proposed Toronto Region International Business Development Agency

Purpose of Memorandum

- (a) Advise Council of the status of the Greater Toronto Marketing Alliance (GTMA) International Marketing Services Agreement (IMSA) for 2012.
- (b) Advise Council of a proposal by the Toronto Region Research Alliance (TRRA) to create a new Toronto region economic development agency for international business development.

(a) GTMA IMSA Status and Actions of Regional Staff Regarding Negotiations

The Regional Municipality of York and all six other municipal funders signed the 2011 IMSA and provided funding, except the City of Toronto. Invest Toronto funds the GTMA on behalf of the City, but has not signed the IMSA for 2011. Invest Toronto has not agreed with the IMSA for the last two funding cycles and intends to work through an agreement that they can recommend to their board before funding can flow for 2012.

At the recent GTA Municipal Economic Development Partners meeting held August 18, 2011 there was a consensus that the partners wish to introduce key changes to the IMSA going forward. In particular, partners believe there needs to be changes around how leads are shared and handled with municipalities.

Invest Toronto is working with members of the GTA municipal economic development offices to draft a single joint document outlining proposed changes to the IMSA that are acceptable from a staff perspective. The GTMA has been advised of this review and requested to provide input on any proposed strategies and funding changes the agency have been planning for 2012.

Once approved by GTA municipal partners the draft document outlining proposed changes to the agreement will be presented to the GTMA as a basis for creating a revised IMSA, a revised agreement, acceptable by all parties, will be brought before Regional Council for approval.

As required by the existing 2011 agreement the GTMA will be notified in writing by the Regional Municipality of York that the municipality cannot commit to 2012 funding at this time considering the IMSA review undertaken in cooperation with other GTMA municipal partners.

An update and analysis concerning the scope and status of the 2012 GTMA IMSA review will be included in a report to Council October 20th, 2011.

(b) TRRA Proposes New Toronto Region International Business Development Agency

On August 23rd, 2011 Toronto Region Research Alliance (TRRA) President and CEO Patrick Draper advised in writing of a TRRA proposal to create a new large scale regional economic development agency that would bring together international business development activities of TRRA, GTMA, Invest Toronto and regional municipalities.

TRRA is proposing to lead a feasibility study that will evaluate the merits of creating an International Business Development Agency (IBDA) for the Toronto Region and recommend course of action for consideration by relevant Federal, Provincial, Municipal and key business associations. TRRA also proposes that the study project team and taskforce lead any resulting implementation phase following government leadership approval.

TRRA will be submitting a request to the Federal Development Agency for Southern Ontario (FedDev Ontario) to fund the study. The study is expected to take four months to complete from October to January 2012, subject to finalization of project funding from FedDev Ontario.

The Greater Toronto Marketing Alliance (GTMA) has been informed by TRRA of the proposed study and is expected to discuss the matter with its board and stakeholders at the GTMA's upcoming Annual General Meeting September 28, 2011.

Regional Economic Strategy staff will seek within the next few weeks further details and clarification from the TRRA on their IBDA study and proposal, as well as consult on the matter with the GTMA and its municipal funding partners in the context of discussions on a revised International Marketing Services Agreement (IMSA) with the GTMA for 2012.

An update and analysis concerning TRRA's proposed feasibility study and International Business Development Agency (IBDA) will be included in a report to Council October 20th, 2011.



John B. Waller, Acting Commissioner
Planning and Development Services



HONOURARY CHAIR
Mayor Hazel McCallion
 City of Mississauga

HONOURARY BOARD REPRESENTATIVES
George A. Fierheller (Chair Emeritus)
 President
 Four Halls Inc.

Mayor Susan Fennell
 City of Brampton

Kathy Lee
 President & CEO
 GE Capital Canada

Lawrence M. Tanenbaum
 Chairman & CEO
 Kilmer Van Nostrand Co. Limited
 Chairman of the Board, Maple Leaf Sports
 and Entertainment

BOARD OF DIRECTORS

Lou Milrad
 Chair
 Greater Toronto Marketing Alliance

Don Edmonds (Vice-Chair)
 Partner, Private Company Services
 PricewaterhouseCoopers LLP

George Hanus
 President & CEO
 Greater Toronto Marketing Alliance

Phil Baker
 Past President & CEO
 Ontario Research and Innovation Optical Network

Regional Chair Gary Carr
 Regional Municipality of Halton

Councillor Josh Colle
 City of Toronto

John Davidson
 Director, Economic Development
 Regional Municipality of Halton

Renato Disenza
 President & CEO
 Invest Toronto

Jim Feir (Associate Director)
 Director General & Senior Trade Commissioner
 Foreign Affairs and International Trade Canada

Linda Franklin
 President & CEO
 Colleges Ontario

Paul Green
 Director, Sales
 Enbridge Gas Distribution Inc.

John Howe
 Vice President
 Investment Strategy and Project Evaluation
 Metrolinx

Toby Lennox
 Vice President, Corporate Affairs &
 Communications
 Greater Toronto Airports Authority

Don Macintosh
 Partner
 Fraser Milner Casgrain LLP

Derek Millar
 Regional Manager
 Ian Martin Limited

Mayor Marilyn Morrison
 Town of Caledon

Mayor Steve Pellegrini
 Township of King

Janet Richards
 Vice President, Sales and Marketing
 Herman Miller Canada, Inc.

Christopher Ridabock
 Corporate Director

Dr. Pamela Ritchie
 Dean, Faculty of Business &
 Information Technology
 University of Ontario Institute of Technology

Mayor David Ryan
 City of Pickering

Donna Wittmann
 Vice President, Canadian Partner Organization
 Cisco Systems Canada Co.

August 24, 2011



3519887

P.O. 7
 7pm
 7 legal

Mr. Denis Kelly
 Regional Clerk
 Regional Municipality of York
 17250 Yonge Street
 Newmarket, ON L3Y 6Z1

Dear Mr. Kelly:

**RE: GTMA International Marketing Services Agreement
 Request to Initiate Review of the Agreement**

In 2011, the Greater Toronto Marketing Alliance and the Regional Municipality of York jointly signed the attached International Marketing Services Agreement which covers the period from January 1, 2011 to December 31, 2011. Over the past year, the GTMA has worked closely with your Economic Development staff in executing the terms of the agreement, as well as, providing regular reports to your respective Council and Committee.

As required under Section 10.1 of the Agreement, we are requesting through your office to Council to initiate a review of the current agreement with the aim of finalizing a subsequent agreement for the 2012 calendar year.

We look forward to meeting with your designated staff to begin the review process. Should you have any questions, please do not hesitate to contact me at 416-360-8847 or ghanus@greatertoronto.org or Tony Romano, Director, Corporate Affairs at 416-360-5758 or tromano@greatertoronto.org.

Yours truly,

George Hanus
 President & CEO

Attachment: 2011 signed International Services Agreement

c: Mayor Steve Pellegrini, Township of King
 Doug Lindeblom, Director of Corporate Affairs Economic Strategy and Tourism
 John Waller, Acting Commissioner of Planning and Development Services
 Lou Milrad, Chair, GTMA
 Tony Romano, Director, Corporate Affairs, GTMA



Greater Toronto Marketing Alliance

350 Bay Street, Suite 1200, 12th Floor, Toronto, Ontario, Canada M5H 2S6, Tel: 416-360-7320 Fax: 416-360-7331
 Toll Free North America: 1-800-411-4482 International: 1-800-735-32800 askus@greatertoronto.org www.greatertoronto.org

2011 International Marketing Services Agreement

This Agreement made this 20 day of June 2011

Between:

The Regional Municipality of York

- And -

Greater Toronto Marketing Alliance
(the "GTMA")

This Agreement outlines the key understandings the GTMA has with The Regional Municipality of York to promote the Greater Toronto Area (the "GTA") as a location of choice for foreign direct investment.

WHEREAS:

The GTMA was incorporated in 1997 as a not-for-profit corporation and established as a public-private partnership. The GTMA was founded for the purpose of enhancing the international marketing of the geographic area of the GTA as a location of choice for foreign direct investment.

In order to attract new or expanding companies with operations headquartered elsewhere in Canada, the United States and internationally to invest in the GTA, a positive international value proposition for the GTA region as a whole is required to compete with the marketing efforts of other regions around the world

The Regional Municipality of York recognizes and supports that the marketing of the GTA region by the GTMA internationally supports economic growth and is beneficial to all residents and businesses in the GTA.

The GTMA's Board of Directors seek to implement an annual program of initiatives guided by the GTMA 2007-2010 Corporate Strategic Plan which includes the:

Vision:

"To contribute to the growth of the economy as a leader in facilitating foreign, direct investment into the Greater Toronto Area"

Mission:

"The GTMA acts as an investment gateway, working collaboratively with its public and private sector partners across the GTA to connect them with international investors"

Value Proposition:

"The GTMA provides value to its partners and stakeholders by showcasing business opportunities and providing the information and support necessary to successfully attract foreign direct investment into the GTA more efficiently and effectively than the partners are able to on their own"

The GTMA's efforts are not meant to replace the marketing efforts of individual municipalities, but to leverage and help coordinate international aspects of those activities. The GTMA's cooperative marketing effort is designed to attract potential foreign direct investors and showcase the business advantages of the GTA region.

The involvement of private sector partner business leaders is encouraged as it offers the GTMA additional expertise, new business networks and additional funding.

1.0 DEFINITIONS

GTMA Board of Directors – means at least 21 (and up to 24) persons including;

- a position for the Chair & Chief Executive Officer of the GTMA
- a position for the President & Chief Operating Officer of the GTMA
- a position elected official (mayor, deputy mayor, or councillor) nominated from each of the: The City of Toronto or Invest Toronto, The Regional Municipality of Durham, The Regional Municipality of Halton, The Regional Municipality of York
- one position elected official (mayor, deputy mayor, or councillor) nominated for the 3 municipalities of: The City of Brampton, The City of Mississauga, and The Town of Caledon
- two positions nominated from the GTAEDP
- up to fifteen (15) positions nominated by the GTMA Board of Directors

The Municipal Partners or **Municipal Funding Partners**- mean the municipalities and/or regions as follows:

The Regional Municipality of Halton, The Regional Municipality of Durham, The City of Toronto or Invest Toronto, The Regional Municipality of York, The City of Brampton, The City of Mississauga, The Corporation of the Town of Caledon.

The Municipal Partners shall/may provide annual funding for international investment attraction to the GTA and shall/may engage in cooperative activities with the GTMA as described herein.

The term "Municipal Partners" is **not** intended to imply any legal commitment among the municipalities regarding the formation of a legal "partnership" and does not imply that each municipality is a partner pursuant to the *Limited Partnerships Act*, R.S.O. 1990, c. L.16, and/or the *Partnerships Act*, R.S.O. 1990, c. P.5, or its regulations, as amended. Further, the term is not intended to imply that any municipality has a legal liability for any other municipality's actions or omissions. The use of the terms "partners" and "partnership" throughout the Agreement is intended to be descriptive only of the relationship.

The GTA - means the full geographic area comprising the municipalities that comprise the Municipal Partners. The Municipal Partners agree that this geographic area is to be referred to as Greater Toronto, the Greater Toronto Area or the initials GTA all with the same meaning, and to be represented by the GTMA as such and to work collaboratively with the GTMA on international marketing initiatives of benefit for this GTA geographic area. The parties hereto agree that if any other municipality becomes a Municipal Partner hereunder or withdraws from this Agreement, the GTA may be adjusted accordingly.

Greater Toronto Economic Development Partnership (the "GTAEDP") - means the group of municipal staff providing economic development services in the GTA from the 25 local municipalities and 4 regional municipalities who meet regularly to discuss common issues.

Private Sector Partner(s) - means any for profit business person, partnership or corporation contributing funding or unpaid services to the GTMA.

Investment Lead - is a business person, partnership or corporation operating for profit, not currently in the GTA, that has indicated to the GTMA that they may undertake site selection for a new location in the GTA and they may visit the GTA in the future.

Investment Prospect - is an investment lead with no current site selection or GTA visiting plans.

Investment Intermediaries - are persons and organizations that have the potential to refer investment leads and prospects to the GTMA, including officials in government and real estate site selection involved with foreign direct investment.

Contact(s) - is an individual persons name(s), with addresses, corporate or organizational affiliation, and contact phone or e mail, for any investment lead, prospect, or intermediary.

2.0 ROLES

2.1 The parties to this Agreement commit to a partnership characterized by ongoing reciprocal communication and a mutual commitment to work together to ensure plans and activities are complementary and focused on the mutual benefit of attracting investments and jobs to the GTA for the betterment of all its citizens.

3.0 COMMITMENTS OF THE GTMA

3.1 The GTMA commits to applying The Regional Municipality of York's funding with anticipated funding from and collaboration with other Municipal Partners to international investment attraction activities including:

WEBSITE

- a) To develop and maintain a GTMA website providing up to date, comprehensive information and contacts for potential investors with links to the websites of The Regional Municipality of York, the websites of the other Municipal Partners and the local municipalities in the GTA (the "Web-site"). The GTMA will also maintain, on a password-protected section of the Web-site, a catalogue of non confidential GTA marketing initiatives in accordance with a protocol agreed upon by The Regional Municipality of York. Provincial and federal partners may join this password protected area so activities can be coordinated. Content of the Web-site will be updated by the GTMA as needed, but at a minimum comprehensively at least once each calendar year.
- b) To ensure The Regional Municipality of York, other Municipal Partners and Private Sector Partner logos and branding appears prominently on the Web-site and printed materials to the satisfaction of the Regional Municipality of York.

DATA AND INFORMATION

- c) To provide current GTA-wide economic data and information, including key sector profiles to assist potential foreign direct Investment Leads and Investment Prospects.

LEAD GENERATION

- d) To undertake targeted marketing including but not limited to in person meetings with foreign direct investment leads and prospects and the provision of e-mail marketing and advertising targeted to Investment Leads, Investment Prospects, Investment Intermediaries, and other contacts.

LEAD SERVICING

- e) To promote new GTMA information and newsletter content, and catalogue this information in the Web-site's publicly accessible archives.
- f) To provide specific and customized information to foreign direct Investment Leads and Investment Prospects,
- g) To coordinate and manage the servicing and tracking of GTMA Investment Leads, Investment Prospects, and, to provide servicing information to The Regional Municipality of York's economic development staff and the Municipal Partners' economic development staffs, as needed, and to provide an annual record to all Municipal Partners about these Investment Leads, and Investment Prospects according to a protocol agreed to with the Municipal Partners' economic development staffs within 30 days of the execution of this agreement or within such longer time frame as mutually agreed upon by the majority of the Municipal Partners.

BUSINESS DELEGATION

- h) As part of the GTMA's annual marketing plan, the GTMA shall, following consultation with The Regional Municipality of York provide annually one business sales trip focused on pre-qualified meetings to a foreign global location on behalf of and with the agreement of the majority of the Municipal Funding Partners. If there is no agreement of the Municipal Funding Partners to a location, the GTMA may proceed to allocate the associated budget to other aspects of this agreement.

The location shall be selected in consultation with federal and provincial in market consultants and trade office representatives. The decision on the location needs to be confirmed prior to June 30 in any given year.

The cost of the business sales trip will be provided from Municipal Partner funding (excluding travel, personal meals and accommodation costs) and/or private sector funding or other sources that do not require additional Regional Municipality of York or other Municipal Partner funding.

The GTMA will provide for up to fifteen (15) representatives to join this trip at the sole discretion of the municipalities who are Municipal Partners as follows:

The Regional Municipality of Halton, three (3) representatives
The Regional Municipality of Durham, three (3) representatives
The Regional Municipality of York, three (3) representatives
The City of Toronto or Invest Toronto, three (3) representatives
Together, The City of Mississauga, The City of Brampton, The Town of Caledon, three (3) representatives

If additional municipal representatives (staff or elected officials) wish to participate their fee will be based on a fair share of the cost, excluding any price mark-up on the GTMA full program cost.

REPORTING

- i) To submit once-yearly a report by March 30 to The Regional Municipality of York's Council or appropriate Council committee on the prior year's activities. This report will be both a written communication and a presentation on the status of the commitments of the GTMA as outlined in Section 3.0, and complementary programming activities (Section 5.0), and the most recent audited GTMA annual financial statement. This report may be combined with reporting identified in Section 6.0
- j) To develop a multi-year marketing program, including major sector focus and annual delivery program in collaboration with The Regional Municipality of York and Municipal Partners targeted at attracting foreign direct investment to the GTA. The annual program will include objectives, performance measures and indicate the delivery components and sources of funding
- k) The annual program (j) and the achievement of Section 3 activities will be communicated by two methods:
 - (i) The GTMA will initiate quarterly conference calls with The Regional Municipality of York and the Municipal Partners' economic development staffs; and
 - (ii) The GTMA will initiate twice yearly full group meetings with the GTMA staff responsible for the Section 3 activities and (j) marketing program,

and the entire group of economic development staff of the Municipal Partners.

- (iii) The Regional Municipality of York will undertake to identify appropriate local municipal economic development staff within York for communication and receipt of program reports and updates.
- l) GTMA staff time committed to working with The Regional Municipality of York in collaboration with the other Municipal Partners on foreign direct investment described in Section 3.0 activities as a percentage of total annual staff time will be reported on in relation to the total of Municipal Partner funding (as in Section 7.1) that is a percentage of the GTMA total annual revenue.

4.0 COMMITMENTS OF THE REGIONAL MUNICIPALITY OF YORK

4.1 The Regional Municipality of York agrees to:

- a) Advise and collaborate with the GTMA regarding their individual international marketing plans and to provide advice to the GTMA in the development of its plans.
- b) Engage and inform the economic development staffs who are providing economic development services for the local municipalities within The Regional Municipality of York concerning matters related to the GTMA.
- b) Provide information and data to the GTMA that could be of use in the preparation of reports and research that goes to prospective investment leads and prospects.
- c) Share contact information for other regional economic development groups in Ontario with GTMA staff in order to better coordinate information and international marketing efforts.
- c) Pay its annual fees to the GTMA by April 30th of each calendar year in accordance with section 7.1, herein.
- d) Make best efforts to advise the GTMA of upcoming local economic development breakfasts, lunches and programs.

5.0 COMPLEMENTARY PROGRAMMING

The Regional Municipality of York acknowledges that Complementary Programming may be initiated and require additional funding on a full cost recovery basis from stakeholders, including the GTMA's Private Sector Partners, other levels of government, institutions and/or The Regional Municipality of York, other Municipal Partners, or local municipal funding, such additional funding being voluntary, to be provided at the sole discretion of the Regional Municipality of York.

6.0 MEASURABLES

6.1 The GTMA will provide annual report by March 30 to The Regional Municipality of York, which shall provide the following information:

a) Partnerships and Revenues

- An audited annual financial statement, including a notation of The Regional Municipality of York and the total Municipal Partners funding.
- A listing of GTMA corporate partners by category, and funding level.
- A description of what the Municipal Partner funding may be used for during the year of this agreement and was used for in the prior year.

b) Marketing Activity

- Web page views (counted pages viewed) for the prior year.
- A list of web content updates advertising and/or newsletters done during the prior year.
- Business sales missions completed for the prior year, including details on attendance.
- Complementary Programming completed for the prior year, including details on attendance.

c) Marketing Contacts

- Quarterly lists (delivered by email to The Regional Municipality of York's economic development staff), will be provided during the year of this agreement including full names, company names and addresses for all investment contact leads, and prospects and intermediaries, made by all GTMA client servicing staff. Only total numbers for the prior year need to be reported in the annual report.
- A classification of contacts developed in accordance with an agreed to protocol by The Regional Municipality of York and the other Municipal Partners' economic development staff will be provided during the year of this agreement. This will include investment leads that visited the GTA and any resultant investment and employment creation or retention. Only total numbers for the prior year need to be reported in the annual report.

d) The GTMA will include in annual reporting, annual comparisons of measurable totals where possible.

7.0 THE REGIONAL MUNICIPALITY OF YORK FUNDING

7.1 The Regional Municipality of York shall provide funding to the GTMA in the aggregate amount of One Hundred Thousand Dollars (\$100,000.00), annually during the Term of this Agreement.

The GTMA will advise The Regional Municipality of York by June 30 of any calendar year during the term of this agreement, if any Municipal Partner has not contributed to the GTMA in the annual January to December full calendar year prior to the start of the January to December full calendar year, including the date of this Agreement or in the same calendar year of this Agreement, at least the following amounts:

The Regional Municipality of Durham	\$100,000
The City of Toronto or Invest Toronto	\$100,000
The Regional Municipality of York	\$100,000
The City of Mississauga	\$ 56,250
The City of Brampton	\$ 37,500
The Corporation of the Town of Caledon	\$ 6,250

- 7.2 The Regional Municipality of York agrees to assess the need for an annual funding increase in any subsequent agreement based on the GTMA's measurable performance.
- 7.3 The Regional Municipality of York shall pay its annual funding obligation to the GTMA no later than April 30th of each calendar year.

8.0 ADDITIONAL FUNDING

8.1 The GTMA may enter into other agreements with The Regional Municipality of York, other Municipal Partners, or any local municipality within the GTA to provide additional marketing services on a separate agreement basis.

8.2 The GTMA has the right, without restriction or limitation, to enter into other funding agreements with third parties to support the delivery of complementary programming, and other services.

9.0 REPRESENTATION ON THE GTMA BOARD OF DIRECTORS

- a) The Regional Municipality of York shall be entitled to nominate one (1) elected official (mayor, deputy mayor or councillor) to represent it on the GTMA Board of Directors.
- b) The GTMA will provide notice to The Regional Municipality of York of any change in the following GTMA Board of Directors entitled representation:
 - (i) The Regional Municipality's of Durham and Halton shall be entitled to nominate each one (1) elected official (mayor, deputy mayor or councillor) to represent their respective Municipalities on the GTMA Board of Directors.
 - (ii) The City of Toronto (or Invest Toronto) shall be entitled to nominate one (1) elected official (mayor, deputy mayor or councillor) to represent it on the GTMA Board of Directors.
 - (iii) The City of Brampton, The City of Mississauga and The Corporation of the Town of Caledon shall be entitled to nominate one (1) elected official (mayor, deputy

- mayor or councillor) to represent all three municipalities on the GTMA Board of Directors.
- (iv) The GTAEDP shall be entitled to nominate two (2) economic development officials to represent the interests of the GTAEDP on the GTMA's Board of Directors.

10.0 TERM OF AGREEMENT & PROVISIONS FOR AMENDMENT AND TERMINATION

- 10.1 This Agreement commences on the date hereof and continues in full force and effect until Dec 31, 2011, beginning on the commencement date (the "Term").
- 10.2 The parties acknowledge that it is the intention of the parties to provide continuity of international marketing and as such the parties will endeavor to create a subsequent annual agreement with a term commencing January 1 and ending December 31, 2011.
- 10.3 Not later than August 31, 2011, the GTMA shall initiate a review of this Agreement through correspondence to the Council of The Regional Municipality of York, attaching a draft agreement and requesting a subsequent agreement. Amendments to this draft agreement responding to trends and changes in international marketing will be considered at this time.
- 10.4 NOTICE
- 10.4.1 The Parties to this Agreement may give written notice of the nature of any default of any of the obligations of the Agreement. Such notice shall be made in a manner provided as Specified in Section 10.4.2 and delivered not less than three (3) months prior to December 31. Any party to this Agreement may wish to remedy such default within sixty (60) days and provide written notice of such remedy to the other Parties not less than (1) month prior to December 31. Failure to remedy a default will be a factor in the drafting and consideration of any subsequent agreement.
- 10.4.2 Unless otherwise provided in this Agreement, any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or if transmitted by facsimile with an original signed copy delivered personally within twenty-four (24) hours thereafter, or mailed by prepaid registered post addressed to the party or parties, whichever the case, at their respective addresses set forth below or at such other then current address as is specified by notice.

If to The Regional Municipality of York:

The Regional Municipality of York
17250 Yonge Street,
Newmarket, Ontario,
L3Y 6Z1

Attention: Doug Lindeblom, Director, Economic Strategy
Fax Number: (905) 895-6161

If to the GTMA:

The Greater Toronto Marketing Alliance
350 Bay Street, Suite 1200
Toronto, Ontario
M5H 2S6

Attention: Lou Milrad Chair and CEO
Fax Number: (416) 360-7331

- 10.5 The parties acknowledge that this Agreement describes a subsequent agreement being discussed subject to section 10.3. If termination is anticipated by The Regional Municipality of York the notice provisions of section 10.4 must be initiated not less than three months prior to December 31, 2011 or upon The Regional Municipality of York's receipt of the GTMA Agreement review, pursuant to section 10.3. This agreement will terminate on December 31, 2011.

11.0 LIABILITY

- 11.1 The Regional Municipality of York shall only be liable for claims resulting from its actions, omissions or failures under this Agreement. If found liable The Regional Municipality of York shall only pay for its proportionate share of damages or costs resulting from its actions, omissions or failures, and in no event shall such a share exceed one hundred thousand dollars (\$100,000.00), being the Regional Municipality of York's contribution pursuant to this agreement.
- 11.2 The parties acknowledge and agree that this Agreement does not constitute a legal partnership as defined in the *Limited Partnerships Act*, R.S.O. 1990, c. L.16, and the *Partnerships Act*, R.S.O. 1990, c. P.5, and its regulations, as amended.
- 11.3 The parties acknowledge and agree that this Agreement does not constitute a joint venture.

This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

(Executions are on page 11 of this Agreement)

IN WITNESS WHEREOF the parties have caused to be affixed their corporate seals under the hands of their duly authorized officers on that behalf

Dated the 16 day of February, 2011

Greater Toronto Marketing Alliance

Lou Milrad, Chair and CEO

Dated the 17 day of February, 2011

The Regional Municipality of York

Bryan Tuckey, Commissioner, Planning and Development Services



Authorized by Clause 7
of Part 2 of the
Planning & Economic Development
Committee Report by Regional Council
at its meeting on February 17, 2011.

~~Approved~~
~~By Secretary~~