

July 2, 2019

City of Vaughan

Clerks Department
2141 Major Mackenzie Drive
Vaughan, ON
L6A1T1

Attention: Ms. Barbara McEwan, City Clerk

Dear Madam,

**RE: Proposal to Establish a Cultural & Social International Partnership
City of Cosenza, Calabria (Italy)**

On behalf of the *Vaughan & Cosenza International Partnership Committee ("VCIPC")* we are pleased to provide a Proposal to establish a new Cultural and Social International Partnership between the City of Vaughan and City of Cosenza, being part of the Province of Calabria in Italy.

This Proposal is substantially sponsored by several individuals within the Communities of Vaughan and Cosenza including several citizens of Vaughan who form a fundamental part of our local economic sector within our City.

The sponsoring individuals from both Cities are listed as an attachment to this Proposal and are equally committed to a long-term relationship which will endure any changes to the electorate.

Demonstrated support and commitment from the cultural and social international partnership is clearly attained based on the written interest by the Mayor of Cosenza and the caliber of individuals willing to support such a long-awaited partnership.

The people of Cosenza have had and continue to have a foundational influence throughout Canada and its various urban and rural communities, with over a century of immigration from the City and countless citizens within Vaughan who are of Calabrian descent.

To measure the profound, positive, impact Italian immigration has and continues to have on Canada's fabric is simply impossible.

This is largely due to the long-standing commitment the Italian Community has demonstrated in promoting its cultural traditions and roots throughout Canada and beyond.

The City of Cosenza is a major center, for which, Italian immigration to Canada has resonated from and as such, the proposed partnership will generate business development for both cities and promote cultural and social affiliation.

Proposal Principles

In reference to the City of Vaughan's established *Cultural and Social international City Partnership Framework* the VCIPC confirms the following Principles:

1. The City of Vaughan does not currently have an established relationship within the Calabria Region and as such, the City of Cosenza (perspective City) qualifies for consideration;
2. The City of Cosenza does not have a relationship with another City in Ontario;
3. The Italian Federal Government and Canadian Federal Government enjoy relations which are in good standing;
4. A one-year trial basis is acceptable to the VCIPC;

Proposal Requirements

In support of our request to form a cultural and social international city relationship between the City of Vaughan and City of Cosenza, the VCIPC offers the following, demonstrable requirements:

1. Noted. This Proposal is addressed to the City Clerk and will be submitted to the City Clerk's Office;
2. The VCIPC being a community group with several individual members is sponsoring this request;
3. See enclosed list of sponsoring members of the VCIPC and a list of individuals from the City of Cosenza who support this request and have a desire to actively support and commit to a long-term relationship notwithstanding changes in elected government officials;
4. See enclosed correspondence from the Mayor of the City of Cosenza which requests, supports and commits to establishing the cultural and social international partnership being requested;
5. See enclosed a Community Profile of the City of Cosenza;
6. See enclosed a Four-Year Plan of Action;

Proposal Responsibilities

The VCIPC wishes to acknowledge the consideration process and responsibilities as outlined in the City's framework.

We trust the enclosed Requirements are acceptable for the Director of Economic Development to consider this partnership request.

However, should you or the Director require additional information, please do not hesitate to contact the undersigned.

Your attention regarding the processing of this partnership request is greatly appreciated.

Yours truly,

VAUGHAN & COSENZA INTERNATIONAL PARTNERSHIP COMMITTEE

Pino Didiano, Committee Chair

Two handwritten signatures in blue ink. The first signature is on the left and the second is on the right. Both are stylized and cursive.

Vaughan & Cosenza International Partnership Committee ("VCIPC")

COMMITTEE MEMBERSHIP

1. Mr. Pino Didiano, Chair
2. Mr. Sam Ciccolini, Vice Chair
3. Mr. Maurizio Rogato, Secretary
4. Mr. Francesco Sorbara, Vaughan MP
5. Mr. Domenico Presta
6. Mr. Michael J. Presta
7. Mr. Tony Spagnuolo
8. Mr. Sam Spagnuolo
9. Mr. Francesco Bisignano
10. Mr. Frank Falvo
11. Mr. Domenico Servello
12. Mr. Gaetano Bonofiglio
13. Mr. Renato Staltieri
14. Mr. Domenico Cataldi
15. Mr. Mario Volpintesta
16. Mr. Romolo Groe
17. Mr. Attilio Lio
18. Mr. Tony Pavia
19. Mr. Joe Infusino

Vaughan & Cosenza International Partnership Committee ("VCIPC")

SUPPORTING COSENZA BUSINESSES

1. Reda Group of Companies (e.g. Sinergy, Trony Della Calabria)
2. Scintille Montesanto
3. Antonio Coscarella
4. Il Volo SRL
5. Cqop Soa S.p.A
6. Antonio Grimoli & C. SRL
7. Walter Cozza SRL
8. Spadafora Wines

Vaughan & Cosenza International Partnership Committee ("VCIPC")

FOUR YEAR STRATEGIC PLAN OVERVIEW

Year 1:

- Initiate the Vaughan & Cosenza Partnership with the Application to the City of Vaughan
- Invite the Mayor of Cosenza, Dignitaries and Supporting Businesses to visit the City of Vaughan and host a Welcome Reception

Year 2:

- Visit the City of Cosenza with the Mayor and/or Members of Council, Committee Member Executive and Supportive Vaughan Businesses
- Explore cultural and economic synergies to spur economic development for the City of Vaughan by means of promoting the geographical partnerships between our City and Cosenza

Year 3:

- Host a Business Expo at the City of Vaughan which showcases Cosenza businesses alongside Vaughan's partnering businesses

Year 4:

- Assess the benefits of the cultural partnership, both from a cultural and economic perspective with a Highlight Report to the City for review and discussion

VAUGHAN-COSENZA CULTURAL AGREEMENT
(“Agreement”)

This Agreement is between:

THE CITY OF COSENZA, ITALY
(hereinafter referred to as “Cosenza”)

and

**VAUGHAN AND COSENZA INTERNATIONAL PARTNERSHIP COMMITTEE,
CANADA**
(hereinafter referred to as “VCIPC”)

and

THE CORPORATION OF THE CITY OF VAUGHAN, CANADA
(hereinafter referred to as “Vaughan”)

Herein, collectively known as the “Parties”, or as each “Party” is cited separately.

WHEREAS, On May 14, 2019 Vaughan Council approved Corporate Policy 02.C.01 Cultural and Economic Partnerships Policy (“Policy”); and

WHEREAS, On July 2, 2019, VCIPC submitted a proposal pursuant to the Policy requesting a cultural relationship between Cosenza, Italy and Vaughan, Canada (“Proposal”); and

WHEREAS, the Policy requires Council approval of the Proposal, including a four-year Workplan is submitted with the Proposal; and

WHEREAS, Vaughan staff have reviewed the Proposal and concluded that it fulfills the requirements of the Policy; and

WHEREAS, Cosenza is the capital of the Province of Cosenza with a population of 70,000 persons in the City Centre and 268,000 persons in the metropolitan area; and Vaughan has a similar population of 335,000 persons with an active diaspora that has cultural and social roots in Canada and Italy; and

WHEREAS, the VCIPC is a community organization located in Vaughan committed to serving as the facilitator between Vaughan and Cosenza, thereby developing, fostering and supporting mutually beneficial cultural linkages between Vaughan and Cosenza in the years ahead; and

WHEREAS, the Parties agree to work together in the spirit of international cooperation, creativity and collaboration to fulfil the obligations and understanding set forth in this Agreement; and

NOW THEREFORE, the Parties hereto express their mutual understanding and agree as follows:

1.0 PURPOSE AND OBJECTIVES

1.1 Objective of Agreement

The objective of this Agreement is to set out a framework which will support collaboration and cooperation between the Parties and guide matters of mutual interest related to cultural and economic prosperity.

1.2 Objective of the Parties

The Parties recognize that each offers unique cultural experiences that benefit all participants and communities, and acknowledge that:

Vaughan's Objectives are to engage local diaspora, create the potential for local cultural organizations to act as cultural ambassadors, generate tourism, strengthen bridges of mutual understanding and respect, and promote cultural exchange and economic opportunity.

Cosenza's Objectives are to encourage appreciation of social and cultural heritages, facilitate collaboration, generate tourism, and promote cultural exchange and economic opportunity.

VCIPC's Objectives are to engage local diaspora and facilitate cultural exchange and economic opportunity between Vaughan and Cosenza.

2.0 OBLIGATIONS

2.1 Cosenza will:

- a) Commit to only one partnership in the Province of Ontario;
- b) Act as a liaison between the City and local community groups representing the interests of this Cultural Partnership; and
- c) Support the goals and actions of the VCIPC.

2.2 VCIPC will:

- a) Assume the role of facilitator, liaison and sponsor of this Cultural Partnership;
- b) Commit to preserving and growing the partnership beyond changes in elected officials; and
- c) Create, monitor and undertake a Workplan to ensure a successful Cultural partnership.

2.3 Vaughan will:

- a) Commit to only one partnership in the Province of Cosenza.
- b) Act as a liaison between the City and local community groups representing the interests of this Cultural Partnership; and
- c) Support the goals and actions of the VCIPC.

3.0 WORKPLAN

3.1 Cooperation

The Parties will cooperate with each other in all phases of the creation, modification, funding and execution of the Workplan found in Schedule A of this Agreement.

3.2 Trial Period

The Parties agree to review the progress of the Workplan within twelve months of signing this Agreement. At such a time, the Parties will agree to continue, modify, or terminate the Workplan pursuant to this Agreement. Amendments to the Agreement shall be communicated to the respective Board and Council of each Party.

3.3 Funding Availability

With the exception of time contributed by municipal staff, elected officials, and community volunteers, the Parties acknowledge that no provision for developing and operating the Workplan currently exists within the Party's respective operating budget forecast or operating budget funding strategies. Vaughan Council approval shall be required for additional funding requests to support the execution of the Workplan, if required.

3.4 Financial Commitment

Funding commitments by the Parties beyond the term of the Workplan will be contingent on funding being available in each case, as determined by each of the Parties.

3.5 Reimbursement

No costs will be reimbursed or paid by the Parties for the use of municipal staff and volunteers.

3.6 Sharing Information

The Parties will share their knowledge and professional expertise at no cost to the other Party to ensure consistent, coordinated, efficient and harmonized review, assessment, and execution of the Workplan.

3.7 Media Relations Protocol

The Parties will produce a joint media relations protocol and plan concerning the relationship, including the distribution of joint media releases. All information publicly released about the relationship will be approved by the appropriate individuals from each Party prior to distribution. The Parties shall obtain prior written approval of form and content for all public

announcements using the names and/or logos of the Parties. All media enquiries received by any Party will be communicated to the other Party prior to responding to such enquires.

4.0 INDEMNITY

Each Party will indemnify the other Party, its affiliates, and each of their respective directors, officers, employees, elected officials (in the case of Vaughan and Cosenza), agents, successors and assigns from and against any liability, loss, cost, damage, settlement, penalty or expense they may incur, including reasonable legal fees and court costs, as a result of

- (a) the gross negligence or willful misconduct of the indemnifying Party or any agent or contractor acting on its behalf;
- (b) any improper use of official marks; and
- (c) any injuries to persons and/or property sustained at any event or activity held or conducted pursuant to the Workplan, except to the extent that such injury to property or person was caused by the negligence or misconduct of the other Party or any agent, employee or contractor acting on its behalf.

In no event shall either Party be liable to the other for any consequential, incidental, special reliance or indirect damages (including without limitation lost revenue and lost profits) arising out of or related to the Program, its cancellation or any changes thereto in location, date or otherwise, whether such claim is based in contract or tort

5.0 GENERAL

5.1 Approvals

The Parties expect that they will seek approval from their respective Council or Board for sufficient approvals (including budget approvals) to ensure milestones are met.

5.2 Amendment

This Agreement shall not be varied, altered, amended or supplemented except in writing signed by the authorized representatives of each Party.

5.3 Termination

Any one party may terminate this Agreement unilaterally without further obligation, by giving at least thirty days written notice to other Parties.

5.4 Assignment

Parties shall not assign or transfer this Agreement in whole or in part.

5.5 Governing Law

This Agreement shall be governed by the laws in effect for each Party's jurisdiction.

5.6 Further Assurances

The Parties shall and will make its best and timely effort upon the reasonable request of the other to make, do, execute, or cause to be made, done or executed, all such further and other lawful acts, deed, things, devices and assurances whatsoever necessary to give effect to this Agreement, and the terms and conditions contained therein.

5.7 Relationship of Parties

The Parties understand and agree that nothing contained in this Agreement shall constitute or be deemed to create a partnership or joint venture between the Parties, and the Parties disclaim any intention to constitute either of them the agent of the other, and nothing in this Agreement shall, except as expressly provided in this Agreement, constitute either of them the agent of the other party.

5.8 Limitation on Authority

The Parties acknowledge and agree that nothing in this Agreement shall be deemed to fetter or interfere with the respective responsibility and rights of the municipal bodies to grant regulatory approval; and nothing herein limits the responsibility or authority of signatories in carrying out their respective mandates.

5.9 Severance

In the event that any provision of this Agreement is held invalid, illegal or unenforceable, the remainder of this Agreement and its application to any person or circumstances shall not be affected thereby; and the Parties hereto will negotiate in good faith to amend this Agreement to implement the intentions set forth herein.

5.10 Complete Understanding

This Agreement constitutes the complete and exclusive statement of the understanding between the Parties which supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.

5.11 Effect of Noncompliance

Failure of the Parties to comply with this Agreement does not affect the validity of any action taken by the Parties or give rise to any rights or remedies by the Parties.

5.12 Effect

This Agreement is effective from the date first written herein until December 31, 2022 or such a date as may be agreed in writing by the Parties.

6.0 DISPUTE RESOLUTION

If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through negotiation, and may, by mutual consent and at the sole and absolute discretion of the Parties, resolve the matter through mediation with a mutually acceptable mediator or arbitration process in accordance with the *Commercial Arbitration Code* set out in the *Commercial Arbitration Act* (Canada).

7.0 NOTICE

7.1 How Notice to be Given

For all purposes related to this Agreement, communication will be between the designated contacts of the Parties set forth below, subject to change by either party on written notice to the other. Any notice required or contemplated by any provision of this Agreement shall be given in writing addressed to the designated contact of the other party, as follows:

For Vaughan:

The Corporation of the City of Vaughan
2141 Major Mackenzie Drive
Vaughan, Ontario
Attention: Tim Simmonds, Interim City Manager
Email: tim.simmonds@vaughan.ca

For VCIPC:

VCIPC
Attention:
Email:

For Cosenza:

City of Cosenza
Attention:
Email:

Notice may be delivered or sent by email, prepaid courier or by registered mail, postage prepaid, return receipt requested. The time of giving of such notice, if mailed, shall be conclusively deemed to be the third business day after the day of such mailing unless regular mail service is interrupted by strikes or other irregularities. Such notice, if delivered or sent by email, shall be conclusively deemed to have been given and received at the time of such delivery or the time of sending by email.

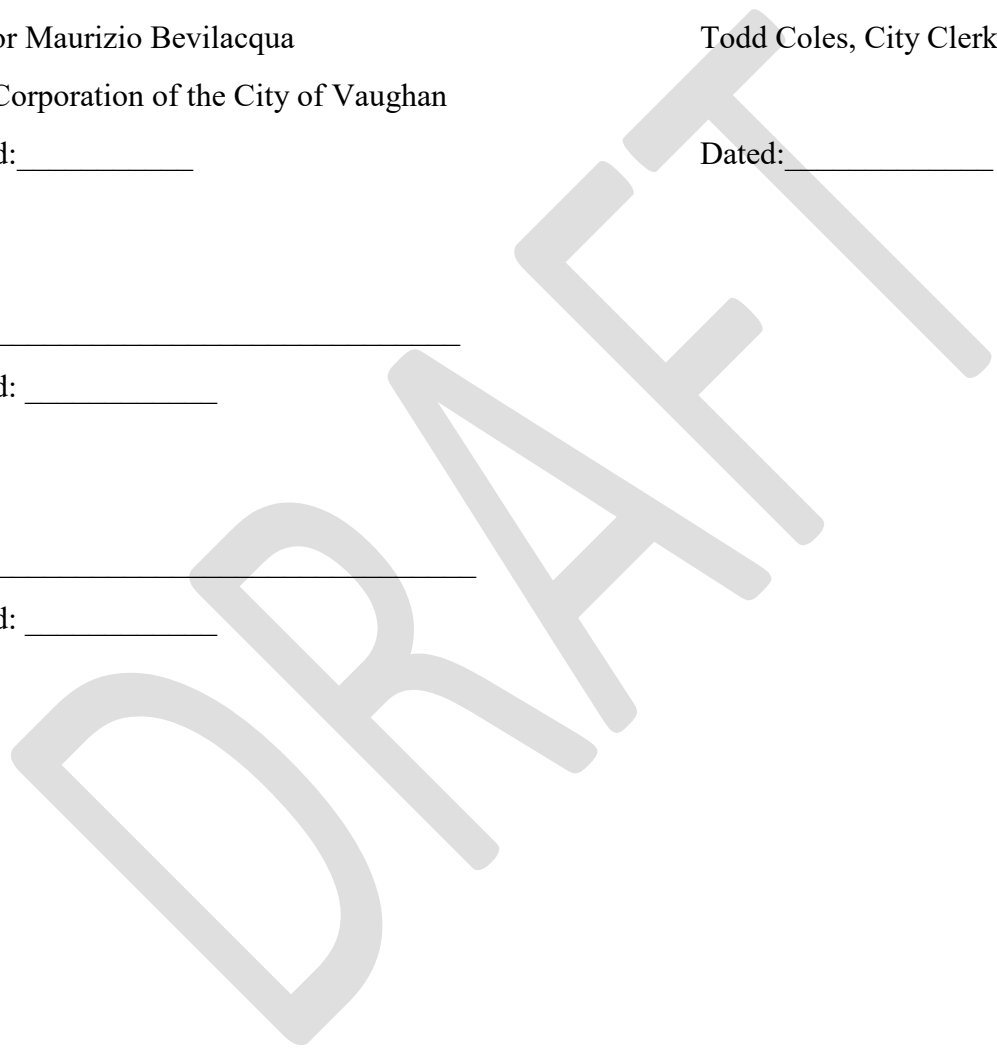
IN WITNESS WHEREOF the Parties hereto have executed this Agreement.

Mayor Maurizio Bevilacqua
The Corporation of the City of Vaughan
Dated: _____

Todd Coles, City Clerk
Dated: _____

Dated: _____

Dated: _____



SCHEDULE “A”

WORKPLAN

Vaughan-Cosenza Cultural Partnership, 2019-2022

YEAR	OBJECTIVES	KEY ACTIVITIES		
		City of Vaughan	City of Cosenza	VCIPC
1 2019	Report to Vaughan Council recommending Cultural Partnership with City of Cosenza 4-year Workplan Vaughan-Cosenza Agreement signed	<ul style="list-style-type: none"> • Review and provide feedback for Workplan • Submit Cultural Partnership Report to Council (Sept. 2019) • Issue invitations to Cosenza and Cosenza-based businesses and community groups to visit Vaughan • Host formal signing-ceremony 	<ul style="list-style-type: none"> • Identify active community members to join Mission to Vaughan • Review and provide feedback for Workplan 	<ul style="list-style-type: none"> • Identify and rank community interests and synergies • Provide draft Workplan
2 2020	Integrate and promote local and Cosenza-based programming into Vaughan Cultural event calendar with opportunities for exchange Complete one-year review	<ul style="list-style-type: none"> • Plan and execute Mission to Cosenza • Develop framework for cultural integration and cross-promotion 	<ul style="list-style-type: none"> • Identify local arts & cultural participants and advocates • Identify opportunities for Vaughan-based arts & culture groups to showcase in Cosenza 	<ul style="list-style-type: none"> • Identify and mobilize Vaughan arts & culture ambassadors, sponsors, and participants
3 2021	Showcase local and Cosenza-based businesses at signature events such as Vaughan Business-to-Business Expo and Small Business Week	<ul style="list-style-type: none"> • Include “International Business” theme at signature events • Identify and organize B2B opportunities 	<ul style="list-style-type: none"> • Identify and organize B2B opportunities • Support businesses attending Vaughan events 	<ul style="list-style-type: none"> • Identify and organize B2B opportunities • Identify and mobilize Vaughan ambassadors, sponsors, and participants • Engage alternative partners
4 2022	Summary Report to Council with recommendation to sunset or renew the Partnership	<ul style="list-style-type: none"> • Assessment of outcomes • Collect feedback • Prepare and submit Report 	<ul style="list-style-type: none"> • Assessment of outcomes 	<ul style="list-style-type: none"> • Assessment of outcomes • Recommendation, and new Workplan, if applicable