



TOWN OF FAIRFAX

STAFF REPORT

November 6, 2019

TO: Mayor and Town Council

FROM: Hannah Politzer, Deputy Town Clerk *GP*

SUBJECT: Endorse partnership with Earth Day Network's Green Cities program for the 50th Anniversary of Earth Day on April 22, 2020

RECOMMENDATION

Authorize Mayor Coler to endorse the partnership of the Town of Fairfax with the Earth Day Network's Green Cities program for the 50th Anniversary of Earth Day on April 22, 2020

DISCUSSION

Mayor Coler received a request from the Earth Day Network to partner with their Green Cities program for the 50th anniversary of Earth Day on April 22, 2020.

Earth Day Network's mission is to diversify, educate and activate the environmental movement worldwide. The goal of the Green Cities program within the Earth Day Network is to be a resource for cities and towns planning Earth Day events and to provide a platform for these cities and towns to feature their Earth Day events/announcements. The Earth Day Network's Green Cities program has created a "menu" for cities to provide inspiration for the planning of Earth Day 2020 on their website. Green Cities global initiatives and campaigns are pathways for cities and their local partners to engage the community and connect their events to the broader Earth Day movement through their network.

If the Town Council endorses this partnership, the Town of Fairfax's Earth Day 2020 events and announcements will be featured on the Earth Day Network's Green Cities website and the Town will have the ability to coordinate with other cities/towns/businesses for potential Earth Day activities through this network. For more information, please visit the Earth Day Network's Green Cities website at <https://www.earthday.org/cities2020menu/>. Attached, is a copy of the Earth Day Network Partnership Agreement that will be signed by Mayor Coler if the Town Council chooses to be part of the Green Cities Program.

FISCAL IMPACT

N/a

ATTACHMENT

Earth Day Network Green Cities Program Partnership Agreement

Earth Day Network Partnership Agreement

Between:

- 1. EARTH DAY NETWORK**, a not for profit organization, registered in the United States as a 501c3, and whose office is located at 1616 P Street NW, Suite 340, Washington, USA (hereinafter referred to as 'EDN').
- 2. PARTNER**, information found in above form (form will be filled in as 'Town of Fairfax').

1. Partnership Parameters

EDN and Partner share common goals and objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, contributing to the fight against climate change and the preservation of biodiversity worldwide; and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.

The parties hereby agree that:

- 1.1** EDN will provide Partner with an "Earth Day 50 Years" logo (the "EDN Logo") that Partner can distribute along with Earth Day 2020 materials. Partner only has permission to use the trademarked logo until December 30th, 2020. Partner does not have permission to transfer the right to use the EDN Logo and EDN has the right to revoke permission for Partner to use the EDN Logo upon ten (10) days written notice.
- 1.2** EDN will list Partner's Earth Day event on the EDN registered Earth Day Events webpage and list Partners' logo and the Earth Day 2020 Partner's webpage with link to Partner's website;
- 1.3** Partner will provide Earth Day 2020 and Earth Day Network with a digital presence on Partner's web site, including by using the EDN Logo and a link to "earthday.org";
- 1.4** Partner will disseminate information to its network about the Earth Day 2020 initiatives;

2. Ownership of EDN Logo

Partner agrees that it has no rights to use the EDN Logo except as provided in this License and all uses of the EDN Logo by the Partner, and the associated goodwill, shall inure solely to the benefit of EDN.

3. Disclaimer.

EDN DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE IN THE EDN LOGO. IN NO EVENT WILL EDN BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR EXPENSES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE EDN LOGO, EVEN IF EDN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Costs

Each party shall be responsible for its own costs associated with this Agreement and its obligations hereunder.

5. Official emblems and logos

Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case; provided, however, that Partner has the right to use the EDN Logo as provided herein and EDN has the right to use the Partner Logo as provided herein.

6. Agreement

6.1 This Agreement shall enter into effect on the date of signature of both parties.

6.2 This Agreement is governed by and construed in accordance with the laws of the District of Columbia within the United States of America.

6.3 This Agreement may be amended only with the consent of both parties.

6.4 Partner's relationship to EDN during the time this Agreement is in effect shall be that of an independent contractor, and not as an employee or agent. Partner may not make any commitments, or bind or purport to bind or represent EDN or any of its affiliates in any manner either as its agent or in any other capacity.

6.5 Each party reserves its rights to terminate this Agreement upon thirty (30) days written notice to the other party. In addition, EDN may immediately terminate this Agreement in the event that EDN believes that the Partner breached any material condition of this Agreement or EDN otherwise believes the termination is in EDN's best interests, as determined in EDN's sole discretion.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of today's date.

Earth Day Network

Sebastian Rosemont, Green Cities Coordinator