



CONTRACTUAL ARRANGEMENT

BETWEEN

The Township of Huron-Kinloss

AND

PARKS CANADA AGENCY

This contractual arrangement made in duplicate on 2022.

1. Purpose

1.1 This contractual arrangement describes the service relationship between *The Township of Huron-Kinloss* and Parks Canada for the purposes of *facility upgrades related to new exhibit installation at Point Clark Lighthouse (Lighthouse Keeper's Residence)*.

2. Scope of Work

2.1 The details of the services to be provided by *The Township of Huron-Kinloss* are outlined in Annex A.

2.2 Work outside the scope of this arrangement will be undertaken only where authorized in writing by the parties. Such work is in addition to this agreement and subject to negotiation between the parties.

3. Financial Limitation

3.1 The total financial liability of Parks Canada under this arrangement shall be limited to \$25,000 *excluding HST in accordance with the Pricing Basis in Annex A in fiscal year 2022-23* related to the services described in Annex A and provided by *The Township of Huron-Kinloss*, as assigned under authority of this arrangement and such amounts shall not be exceeded without prior written authorization of the Parks Canada representative as reflected in an amendment.



4. Payment

4.1 Parks Canada agrees to reimburse *The Township of Huron-Kinloss* for the total cost of services provided by *The Township of Huron-Kinloss* in fiscal year 2022-23. Detailed invoicing for the services performed under this contractual arrangement will be carried out by township and submitted to Parks Canada upon project completion. Parks Canada will process payment upon receipt of invoice from *Township of Huron-Kinloss* along with back up of third party invoicing.

4.2 In the event that payments made to *The Township of Huron-Kinloss* under this arrangement exceed the amount thereof required or expended by *The Township of Huron-Kinloss* in accordance with this arrangement, any such surplus is payable forthwith to Parks Canada. Where any surplus payable has not been repaid, an amount equal to the surplus may be retained by way of deduction from or set-off against any sum of money that may be due or payable to *The Township of Huron-Kinloss*; or *The Township of Huron-Kinloss* shall repay all amounts claimed by Parks Canada within the time specified in the notice requesting such repayments.

4.3 Any amounts that *The Township of Huron-Kinloss* shall repay constitute debts to Her Majesty. *The Township of Huron-Kinloss* shall issue repayment cheques to the Receiver General of Canada and forward them to Parks Canada. Interest will be charged on all overdue repayments in accordance with the Treasury Board *Interest and Administrative Charges Regulations*.

4.4 The payment of any money by Parks Canada under this agreement is subject to there being an appropriation by Parliament for the fiscal year in which the payment is to be made.

5. Duration

5.1 This arrangement shall be in force and the services provided pursuant to this arrangement may be requested between the date of the agreement and 31 March 2023.

5.2 Either party may, at any time by giving notice in writing to the other party, terminate this arrangement or any part or parts thereof. In such a case, *The Township of Huron-Kinloss* shall be entitled to all payments required to be made in accordance with section 4 above for the period for which the work was performed until the date of termination mentioned in the notice.



- 5.2.1 In addition to the amount that *The Township of Huron-Kinloss* is entitled to under section 4 above, if the arrangement is terminated by Parks Canada, *The Township of Huron-Kinloss* shall be reimbursed for its costs of and incidental to the cancellation of this arrangement or any part or parts thereof.
- 5.2.2 Payment and reimbursement under the provisions of this section shall be made only to the extent that it is established to the satisfaction of Parks Canada that the costs and expenses were actually incurred by *The Township of Huron-Kinloss* and that the same are fair and reasonable and are properly attributable to the termination.
- 5.2.3 *The Township of Huron-Kinloss* shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to *The Township of Huron-Kinloss* under this arrangement, exceeds the price applicable to the work.

5.3 This arrangement may be amended by the mutual written consent of the parties. To be valid, any amendment shall be in writing and signed by the parties within the duration of this arrangement.

5.4 Neither party shall assign this arrangement or any part thereof without the written permission of the other party, but nothing shall preclude one party from enlisting the assistance of others in carrying out its obligations under this arrangement.

5.5 All representations, warranties, covenants and agreements contained in this arrangement on the part of each of the parties shall survive the termination of this arrangement.

6. Liability and Indemnification

6.1 The parties, their officers, employees or agents, shall not be liable for any injury or death caused to the person of any agent, official or employee of the other party or for loss or damage to property or the same, unless resulting from the negligence of an officer, employee or agent of said party in the exercise of their duties.



6.2 Each party agrees to indemnify and save harmless the other, their officers and agents from and against all claims, damages, loss, costs and expenses (including reasonable legal fees) which they or any of them may at any time incur or suffer as a result of activities conducted by the party arising directly or indirectly out of the carrying out of this arrangement.

7. Applicable Laws

7.1 This arrangement shall be governed by and construed in accordance with the laws in force in the Province of *Ontario* and the laws of Canada if applicable.

7.2 Each party shall ensure that their activities or programs will be conducted in compliance with applicable laws.

7.3 Any person lobbying on behalf of *The Township of Huron-Kinloss* with respect to this arrangement shall be registered pursuant to the *Lobbying Act*.

7.4 Each party shall meet any applicable requirements of the *Canadian Environmental Assessment Act* with respect to this arrangement.

7.5 Each party shall ensure that any information which may be brought to its attention, or that of its employees or agents, will be dealt with according to the provisions of the *Privacy Act*.

7.6 *The Township of Huron-Kinloss* confirms that current or former public office holders or public servants are in compliance with the *Conflict of Interest Act*, *Conflict of Interest and Post-Employment Code for Public Office Holders* or *The Values and Ethics Code for the Public Service*.

8. Dispute Resolution

8.1 In the event of a dispute arising under the terms of this arrangement, the parties agree to make a good faith attempt to settle the dispute. In the event that the parties could not resolve the dispute through negotiation, they agree to submit to mediation. The parties will bear the costs of mediation equally.

9. Notice or Communication

9.1 Any notice, information or document required under this arrangement shall make reference to the title of the arrangement and be given if it is delivered, sent by facsimile, email or mail (stamped or prepaid). Any notice delivered, sent by facsimile or e-mail shall be deemed to have been received one working day after it is sent. Any notice that is mailed shall be deemed to



have been received eight (8) calendar days after it is mailed.

9.2 Either party may change the address shown in this arrangement by informing the other party of the new address and such change shall take effect 15 days after the notice is received.

9.3 All notices must be sent to the following addresses:

Parks Canada

Name: Hugh Ostrom
Title: Cultural Resource Manager
Directorate: Georgian Bay and Ontario East Field Unit
Address: Box 665, Station Main, Kingston, ON K7L 4X1
Tel.: 613-449-2620 *Email:* Hugh.ostrom@canada.ca

Township of Huron-Kinloss

Name: Mike Fair
Title: Director of Community Services, Township of Huron-Kinloss
Address: Box 130, Ripley, ON, N0G 2R0
Tel.: 519-395-2909 *Email:* mfair@huronkinloss.com

10. Entire Agreement

10.1 This Agreement together with Annex "A" constitutes the entire agreement between the Parties and supersedes all previous negotiations and communications and other agreements relating to it, unless they are expressly incorporated by reference.

11. Signatures

11.1 In witness whereof, this contractual arrangement has been signed for Parks Canada and *The Township of Huron-Kinloss* by their respective representatives, duly authorized on the day first written above.



Signed on behalf of *The Township of Huron-Kinloss*:

Signature #1

Date:

Signature #2

Date:

Names: Jodi MacArthur

 Mike Fair

Titles: Treasurer, Township of Huron-Kinloss

 Director of Community Services, Township of Huron-Kinloss

Signed on behalf of the Parks Canada Agency:

Signature

Date:

Name: John Festarini

Title: Acting Field Unit Superintendent, Georgian Bay & Ontario East



Annex A

Statement of Work

1. Point Clark Lighthouse – Lighthouse Keeper’s Residence Building Upgrades
 - a. The Township shall contract by competitive invitation, and oversee, building improvements of the lighthouse keepers residence and oil shed to accommodate new exhibits for the museum and gift shop located therein. Removals of existing materials, including but not limited to: carpeting, decommissioned chimney, fire and intrusion alarm, and installation or repair of new electrical distribution and lighting equipment, roofing, flooring, fire and intrusion alarm system, and the installation of a single window in the oil shed.
 - i. Work includes all necessary inspections, commissioning, and warranty work for a period not less than 1-year between the contractor and Township.
 - ii. Disposal of all equipment removed by contractor, in accordance with all legal disposal requirements related to hazardous materials
 - b. The Municipality will arrange contractor scheduling and payment, and quality control, and identify any issues arising from installation such as unforeseen site conditions for evaluation and payment.
 - c. Any work that may impact cultural resources must be approved by Parks Canada prior to undertaking work.
 - d. Any additional work, above and beyond the costs outlined in the table below are to be undertaken by the Township of Huron-Kinloss. Additional fees / costs must be negotiated with the Departmental Representative prior to action if additional funds are required.



Pricing Basis

Reimbursable Expenditures (per Township of Huron-Kinloss Quotation)

Lighthouse Keepers Residence – Upgrades; flooring, chimney repair, lighting, fire and intrusion alarm	Lump Sum \$20,000 +HST
Project contingency, changes approved by Parks Canada	Up to maximum \$5,000 +HST