

# The Corporation of the Township of Huron-Kinloss



## BY-LAW

### 2022-61

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#### Being a By-law to Accept a Proposal for Secrets of the Back 40 Branding for the Township of Huron-Kinloss

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**WHEREAS** the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

**AND WHEREAS** the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-law;

**AND WHEREAS** The Council for the Corporation of the Township of Huron-Kinloss deems it expedient to accept a proposal of Interkom for the Secrets of the Back 40 branding;

**NOW THEREFORE** the Council of The Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 That the Council of the Corporation of the Township of Huron-Kinloss hereby accepts the proposal of Interkom in the amount not exceeding \$15,000 plus H.S.T for the Secrets of the Back 40 branding which is outlined and attached in Schedule 'A' and forms part of this By-law;
- 2.0 That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the proposal to proceed, and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This By-law shall come into full force and effect upon final passage.
- 4.0 This By-law may be cited as the "Accept Branding Proposal for Secrets of the Back 40 By-law"

**READ a FIRST and SECOND TIME this 20<sup>th</sup> day of April, 2022**

**READ a THIRD TIME and FINALLY PASSED this 20th day of April, 2022**

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Mitch Twolan, Mayor

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Emily Dance, Clerk

April 7, 2022

Amy Irwin  
Business and Economic Officer  
Township of Huron-Kinloss  
21 Queen Street  
Ripley, ON NOG 2R0

### **Services and Compensation Agreement**

[Client, You] Township of Huron-Kinloss

[Consultant, We] Interkom Inc.

#### **Scope**

This services and compensation agreement defines the relationship which will arise on signing of this agreement as it relates to the **Secrets of the Back Forty Branding** to the Township of Huron-Kinloss by Interkom Inc.

Township of Huron-Kinloss has contracted Interkom, the Consultant to provide branding services in accordance with and subject to the following terms and conditions.

#### **Secrets of the Back Forty Branding**

During the term of this agreement, we shall be the sole company charged with the responsibility of supporting and working with Township of Huron-Kinloss to fulfill the objectives.

Services include:

#### **Discovery**

- Project kick-off meeting
- Review and audit existing Huron-Kinloss brands and marketing materials
- Define user groups, target audiences and customer personas

#### **Concept Development**

- Development of a new, distinct, and unique brand for "Secrets of the Back 40" including logo development
- 3-5 logo options; with 3-5 sets of revisions included

#### **Brand Guidelines Development**

- Two visual identity/ branding guidelines to choose from including the brand strategy
- Design specific marketing collateral including, advertising templates for social media, advertising templates for print, brochure design templates, signage, sample webpage/landing page and others to be determined
- Interkom will supply all working design files (if needed)

## **Implementation - Meetings & Report Preparation**

- Attendance at all meetings/workshops throughout the process
- Attendance/presentation to the Business & Economic Development Team
- All presentation materials and reports
- Development of the Final Report Document
- Presentation to Staff and Council

Upon project completion, all assets (design files) become the property of the Township, including design templates in a workable format as identified by the Township.

If additional services are assigned to us and we agree to handle same, all terms and conditions hereof shall apply in the same manner as with respect to the originally assigned service(s), unless otherwise mutually agreed to in writing.

## **Compensation to Interkom**

In return for the above services, Interkom will be compensated \$15,000 plus applicable taxes. This can be invoiced in phases or all at once at the end of the project.

## **Billing and Payment Procedures**

- All invoices will be payable Net 30 days from date of invoice.
- Any applicable taxes will be charged.
- All billing will be submitted electronically (PDF file) to the Client, unless specifically directed otherwise.
- All above compensation is understood to be in Canadian Dollars.

## **Other terms and considerations**

- Client would be responsible for the accuracy and completeness of all materials and information provided to Interkom for use in performing its obligations.
- Client would need to indemnify and hold Interkom harmless with respect to any claims or actions that may arise out of material supplied by the Client to Interkom and incorporated into material prepared by Interkom. Client would also need to indemnify Interkom for claims, which result from material created by Interkom that is substantially changed by the Client.
- Each project phase will be reviewed for acceptance by Township of Huron-Kinloss

## **Term of Agreement**

The term of this agreement will commence on April 21, 2022, and will continue in full force and effect until terminated by either party upon written notice of such intention given to the other party not less than 90 days in advance.

The rights, duties and responsibilities of this agency shall continue in full force during the period of notice.

## **Rights Upon Termination**

Upon termination of this contract, we shall transfer, assign, and make available to you or your representative, all property and materials in our possession or control belonging to and paid for by you, subject, however, to any rights of third parties of which we have informed you.

We also agree to give all reasonable cooperation toward transferring, with approval of third parties in interest, all contracts and other arrangements with advertising media or others for advertising space, facilities and talent, and other materials yet to be used, and all rights and claims thereto and therein, upon being duly released from the obligation thereof.

Upon termination, no rights or liabilities shall arise out of this relationship, regardless of any plans which may have been made for future advertising, except that any non-cancelable contracts made on your authorization and still existing at termination hereof, which contracts were not or could not be assigned by us to you or someone designated by you, shall be carried to completion by us and paid for by you in the manner described above.

## **Notice**

Any notice pursuant to this contract shall be deemed given on the day of mailing or, in case of notice, by registered mail.

## **Governing Law**

This agreement shall be interpreted in accordance with the laws of the Province of Ontario, Canada.

If the above accords with your understanding and agreement, kindly indicate your consent hereto by signing in the place provided below, and returning an original to Interkom Inc.

Very truly yours,

Accepted and Agreed:

[Agency]     Interkom Inc.

[Client] Township of Huron-Kinloss

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_