

THIS AGREEMENT made the 10th day of April, 2018

BETWEEN:

MISSISSIPPI VALLEY CONSERVATION AUTHORITY

Hereinafter called "the MVCA"

OF THE FIRST PART

AND:

CITY OF OTTAWA

Hereinafter called the "City"

OF THE SECOND PART

WHEREAS Council approved the Water Environment Strategy on June 8, 2016;

AND WHEREAS the MVCA and the City have agreed to enter into this Agreement for the purpose of providing the funding to the MVCA to complete the Works defined below and as set out in the Proposal for Optimizing Baseline Water Quality Monitoring.

NOW IN CONSIDERATION of the covenants expressed in this Agreement and other good and valuable consideration the parties hereto covenant and agree as follows:

1. **IN THIS AGREEMENT:**

"**AGREEMENT**" shall mean this Agreement and the Schedules which shall be deemed to be covenants as though specifically set out herein;

"**CITY**" shall mean the City of Ottawa and includes its successors and assigns and its officers, employees, agents and contractors;

"**COUNCIL**" shall mean the Council of the City;

"**GENERAL MANAGER, PUBLIC WORKS AND ENVIRONMENTAL SERVICES**" shall mean the senior officer of the Public Works and Environmental Services Department of the City, or his/her designate;

"**MVCA**" means the party of the First Part, its successors and assigns;

"**WORKS**" shall mean the lists of the tasks to be completed by the MVCA as set out in the Proposal for Optimizing Baseline Water Quality Monitoring ("the Proposal") and as listed herein:

- (i) Phase 1: Fieldwork
 - a. 12 sample events at 15 sample locations
 - b. Calibration of equipment
 - c. Collection of samples following recognized standardized protocols
 - d. Drop off of samples at City of Ottawa laboratory
- (ii) Phase 2: Lab Analysis
 - a. 180 samples analyzed for 46 parameters

2. **Costs Of Works and Disbursements of Funds**

- (1) The City covenants and agrees to contribute the upset limit amount of SIXTY SIX THOUSAND AND TWO HUNDRED AND TWENTY EIGHT DOLLARS (\$ 66,228.00) to the MVCA to complete the work.

(2) Any variation to the amount identified in 2(1) shall be approved by the General Manager, Public Works and Environmental Services prior to the work commencing, and the variation shall be agreed to in writing by the City and MVCA.

(3) The City covenants and agrees that funds in 2(1) are to be paid to the MVCA in four (4) installments. The MVCA will invoice the City quarterly as the work is completed.

3. **Changes to Agreement in Writing**

Any variation, amendment or addition of or to this Agreement shall be in writing and be signed by the MVCA and the City pursuant to and in accordance with authority delegated by Council, and shall be binding upon the Owner and the City as fully and to the same extent as if set out herein.

4. **Subsequent Parties and Gender**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the lands herein described and every part thereof and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context of the Party or the Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

5. **Arbitration**

If any dispute shall arise between the parties hereto during the progress of the Works, or after the completion thereof or after any breach of this Agreement, all such disputes may, from time to time and so often as they arise, be referred to a board of three arbitrators, one to be chosen by each party hereto and the third to be chosen by the two arbitrators so chosen. The said arbitrators shall have all the powers given to Arbitrators by the *Arbitrations Act*, R.S.O. 1990, Chapter A.24, of the Province of Ontario as amended and a majority decision of the arbitrators shall be final and binding upon the parties.

6. **Indemnity**

The MVCA covenants and agrees to indemnify the City and each of its officers, servants and agents from all loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of this Agreement, the execution, non-execution or imperfect supply or non-supply of material therefore, whether such loss, damages, costs, expenses, claims, demands, actions, suits or other proceedings arise by reason of negligence or without negligence on the part of the Owner or its contractors, officers, servants or agents and whether such loss, damages, costs, expenses, claims, demands, suits or other proceedings are occasioned to or made or brought against the Owner or its contractors, officers, servants or agents or the City, its officers, servants or agents or any other person or persons, corporation or corporations.

7. **Notices**

Any notice required to be given herein shall be in writing and may be delivered personally or by prepaid registered mail and, if to the City, at the following address:

City Clerk and Solicitor
110 Laurier Avenue West
Ottawa, Ontario K1P 1J1

with a copy to:

General Manager, Public Works and Environmental Services
110 Laurier Avenue West
Ottawa, Ontario K1P 1J1

or at such other address at which the City offices are located in the future, and, if to the Owner at:

Mississippi Valley Conservation Authority
10970 Hwy 7
Carleton Place, Ontario K7C 3P1

or at such other address as the Owner may advise the City in writing. Such notice shall be deemed to be effective 48 hours after it has been mailed by prepaid registered post.

8. **Paragraph Headings**

All paragraph headings are for ease of reference only and do not affect the construction or interpretation of this Agreement.

9. **Successors and Assigns**

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

IN WITNESS WHEREOF the Owner has hereunto affixed the Corporate Seal of the Company duly attested to by its proper signing officers duly authorized in that behalf.

DATED AT OTTAWA this **day of** **, 2018.**

SIGNED, SEALED & DELIVERED

) **Mississippi Valley Conservation Authority**

) 

) **Name:** *Paul Lehman*

) **Title:** *General Manager*

) _____

) **Name:**

) **Title:**

I/We have authority to bind the Corporation

IN WITNESS WHEREOF the City of Ottawa has hereunto affixed its Corporate Seal duly attested to by its Mayor and Deputy City Clerk.

DATED AT OTTAWA this **day of** **, 2018.**

SIGNED, SEALED AND DELIVERED
in the presence of

) **CITY OF OTTAWA**

) _____

) **Kevin Wylie, General Manager,**
Public Works and Environmental Services

Approved for execution

City Solicitor