

THE CORPORATION OF THE CITY OF KENORA

BY-LAW NUMBER 43-2007

A BY-LAW TO AUTHORIZE A CONTRACT BETWEEN THE CORPORATION OF THE CITY OF KENORA AND KELLI SAUNDERS /GARTNER LEE

WHEREAS the Council of the Corporation of the City of Kenora passed accepted the proposal of Kelli Saunders/Gartner Lee to provide professional services to conduct a Lake Capacity Study for Black Sturgeon Lake;

NOW THEREFORE the Council of the Corporation of the City of Kenora enacts as follows:

1. **THAT** the Mayor and Clerk of the Corporation of the City of Kenora are hereby authorized to execute a Contract between The Corporation of the City of Kenora and KELLI SAUNDERS /GARTNER LEE, in accordance with the terms and conditions therein and affix the Seal of the Corporation thereto;
2. **THAT** this by-law shall come into force and be in effect from and after the final passing thereof.

BY-LAW READ A FIRST & SECOND TIME THIS 10th DAY OF April, 2007.
BY-LAW READ A THIRD & FINAL TIME THIS 10th DAY OF April, 2007.

THE CORPORATION OF THE CITY OF KENORA

.....**MAYOR**
Len Compton

.....**CITY CLERK**
Joanne L. McMillin



Consulting Contract

-between-

KELLI SAUNDERS

-and the-

City of Kenora

1.0 Contract for Services

The City of Kenora (hereafter referred to as the City) hereby engages the services of KELLI SAUNDERS for the provision of professional services to conduct a Lake Capacity Study for Black Sturgeon Lake.

KELLI SAUNDERS shall undertake the specific tasks and activities as outlined in the proposal to provide a lake capacity and management study for Black Sturgeon Lake.

2.0 Assignment of Services

KELLI SAUNDERS shall not assign this agreement, or any part of this agreement, or retain subcontractors not specified in the consultant's proposal, without prior written consent from the City.

3.0 Term of Contract

This contract covers a time period commencing on March 13, 2007 and ending the earlier of December 31, 2007 or upon the completion of the project.

4.0 Fees, Disbursements and Billing

Fees and disbursements shall be set at a rate as set out in the KELLI SAUNDERS/Gartner Lee Limited consulting proposal. Eligible disbursement costs includes all travel, telephone, fax, mileage, meal and incidental office costs associated with the completion of the project objectives, tasks and activities. Total costs for the services shall not exceed \$45,557.00 + GST as set out in the fee proposal.

KELLI SAUNDERS shall invoice the City in installments, and set out in a manner reflective of the phased costing in the proposal. The invoices shall be submitted at the completion of each phase of work, and include detail of percentage of completion of each phase. The phases shall be set out as follows:

| Phase | Amount |
|---------------------------|-----------------|
| Background Conditions Rpt | \$12,527.10 |
| Meeting 1 & Summary | 10,251.40 |
| Meeting 2 & Draft Report | \$18,602.80 |
| Final Report | \$4,175.70 |
| Total | \$45,557 |

The total fees to be invoiced is to an upset limit of \$45,557, plus GST.

5.0 Reporting

For the purpose of monitoring the progress of the project, and accountability for professional services rendered, KELLI SAUNDERS shall report to the Lake Capacity Advisory Committee for the City of Kenora as indicated in the Terms of Reference. Mr. Jeffrey Port, City Planner, will be the lead contact for the City of Kenora.

KELLI SAUNDERS shall adhere to the work plan as described in the proposal that sets out the tasks and activities to be undertaken in the proposal (see Schedule A).

6.0 Reports and Written Materials

At the completion of the project, KELLI SAUNDERS Group will produce print and electronic master copies of all reports, in a format acceptable (Microsoft Word, Power Point and Arcview) to the City.

7.0 Intellectual Property

All materials including, but not limited to, documents, raw data, research, processes, technology programs and reports produced in the performance of this agreement shall belong to the City of Kenora.

8.0 Publicity

Any public relations, media reporting or publications relating to this agreement, or services rendered through this agreement shall be through the City of Kenora unless otherwise specified.

9.0 Conflict of Interest

KELLI SAUNDERS, and the consulting team, shall disclose an interest in any project whereby there would be a direct pecuniary interest derived from work undertaken in the fulfillment of the contractual obligations associated with this project.

10.0 Changes to the Contract

No additional funds shall be paid to the consultant for any additional work for which prior authorization has not been given in writing. The contract may be revised during the project provided a complete analysis of the effect of any proposed change is submitted and agreed upon in writing by both parties. This analysis would include an assessment of the impact on target dates and costs.

11.0 Entire Agreement

Subject to section 1.0, this Agreement, in accordance with the following documents:-

- **KELLI SAUNDERS ENVIRONMENTAL MANAGEMENT & GARTNER LEE LIMITED, February 2007** - proposal to provide a lake capacity and management study for Black Sturgeon Lake, City of Kenora ; and
- **City of Kenora Document** - Consultant’s Terms of Reference: Proposal for Lake Capacity Study, Black Sturgeon Lake,

constitute the entire Agreement between the parties. There are no other agreements, understanding, representation; either collateral or otherwise.

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|---------------|---|---|---|
| _____ Date | { | { | City of Kenora { Per: _____ { Len Compton, Mayor { Per: _____ { Joanne McMillin, Clerk { { { KELLI SAUNDERS Group { { { { Per: _____ |
| _____ Date | { | { | Per: _____ |

SCHEDULE "A"

Project SCHEDULE

| Milestone | Week of April 1 | Week of April 15 | Week of May 1 | Week of May 15 | Week of June 3 | Week of July 1 | Week of July 8 | Week of Aug. 1 | Week of Aug. 20 | Week of Sept. 1 | Week of Sept. 24 |
|------------------------------|-----------------|------------------|---------------|----------------|----------------|----------------|----------------|----------------|-----------------|-----------------|------------------|
| Start up Meeting | xxxxx | | | | | | | | | | |
| Background Conditions Report | | xxxxx | xxxxx | xxxxx | xxxxx | | | | | | |
| Public Meeting #1 | | | | | | xxxxx | | | | | |
| Summary of Public Meeting #1 | | | | | | | xxxxx | | | | |
| Draft Report | | | | | | | xxxxx | xxxxx | | | |
| Public Meeting #2 | | | | | | | | | xxxxx | | |
| Final Report | | | | | | | | | xxxxx | xxxxx | xxxxx |