

Letter of Agreement for the Funding of the Sparks Street Public Realm Plan Functional and Detailed Design

BETWEEN **CITY OF OTTAWA**
(hereinafter called the “City”)

AND: **HIS MAJESTY THE KING IN RIGHT OF CANADA,**
as represented by the Minister of Works and Government
Services (hereinafter called Public Services and
Procurement Canada or “PSPC”)

The parties hereto agree as follows:

1. Background

For over 50 years the Sparks Street pedestrian mall has served as one of the City’s main civic celebration and entertainment streets, but has struggled to maintain a clear identity and distinct role within the broader context of the City and the Capital. The street is of significant interest to the public, as well as many organizations. It is owned by the City, managed by the Sparks Street Mall Authority (SSMA), programmed in part by the Sparks Street BIA and surrounded by properties owned or leased by PSPC, the National Capital Commission (NCC) and other private/ commercial owners.

Between 2017 and 2019, stakeholders worked together with the support of private contractors to develop the *Sparks Street Public Realm Plan*. The plan is meant to serve as a tool in the following ways:

- Provide a strong, renewed and common vision for the future design, management and programming of the Sparks Street Pedestrian Mall.

- Become a reference tool for the NCC in its review of proposals requiring federal approval under the *National Capital Act*.
- Integrate several related policies, bylaws, studies and agreements that have been developed and approved since the street's last major renewal in 1989.
- Provide recommendations relating to how adjacent businesses and property owners could align to support the vision for Sparks Street.
- Inform the federal government's Long-term Vision Plan for the Parliamentary Precinct.

The City of Ottawa is approved to engage a professional services contractor to carry out the functional design work for all six blocks of Sparks Street, and the detailed design of Blocks 2 and 4, in support of the eventual full implementation of the Public Realm Plan over time. Building on the collaborative work undertaken to develop the initial plan in 2017, the City of Ottawa and PSPC entered into an Memorandum of Understanding in February 2025 that established a commitment to jointly fund the work of the professional services contractor.

2. Objective

The objective of this Letter of Agreement is to establish direction and responsibilities of the City and PSPC for the funding of the Sparks Street Public Realm functional and detailed design work in accordance with the February 2025 Memorandum of Understanding for municipal & federal cooperation on downtown improvement and revitalization efforts.

3. Responsibilities

With respect to this Letter of Agreement, the responsibilities of the parties are as follows:

- 3.1.** The **City** agrees to act as Project Manager for the Sparks Street functional and detailed design work, including assuming responsibility for the performance of tasks such as: solicitation and contract award of consultant, contract management, coordinate and schedule project meetings, monitor and share progress with a sub-working group made up of City and PSPC officials, provide information to the consultant, manage and distribute reports and documentation, provide pro-active communications to all parties. The City shall direct the Consultant with respect to the Work.
- 3.2.** The **City** will provide **PSPC** with the statement of work for the Sparks Street Public Realm functional and detailed design for review prior to contract award.
- 3.3.** The **City** will invoice PSPC in accordance with the milestone payments and work completed to be established and mutually agreed to in a proposal from the consultant. Upon receipt of an invoice from the consultant, the City shall invoice PSPC for an amount not to exceed the percentage of the invoice that is proportionate to PSPC's upset financial contribution as set out in section 3.5 to the total value of contract, with the consultant invoice attached for reference, at the address set out below.
Invoices to PSPC to be forwarded by email to:
TPSGC.DGSIPFACTURES-SPIBINVOICES.PWGSC@tpsgc-pwgsc.gc.ca
Attention: Miriam MacNeil
- 3.4.** **PSPC** shall pay the City the amount of the invoice within 30 days of receipt. Accounts paid after the due date are subject to interest at the annual compounded rate of 16.08% (1.25% per month). PSPC shall pay the City by electronic funds transfer (direct deposit) as directed by the City.
- 3.5.** **PSPC** agrees to pay the City for the cost of the consultant's work to an upset limit of \$750,000 plus applicable taxes.

3.6. PSPC will transfer the funds in accordance with the milestone payments identified above to the City, with the requirement that the related functional and detailed design work is to be completed within the 24 months following the award of the consultant contract or unless extended by mutual consent of both parties.

3.7. PSPC will participate in the work by providing relevant information, input, comments and review, and will convene relevant federal stakeholders as needed and receive a final copy of all documents and plans.

4. Duration

This letter of agreement is effective upon its date of execution. It will remain in effect until:

- the City is in receipt of the final work from the consultant and full reimbursement by PSPC of the agreed upon costs for such work; or
- termination or amendment in accordance with this agreement.

5. Amendment

This letter of agreement may only be amended in writing by mutual consent of the authorized officials from the City and PSPC.

6. Termination

This letter of agreement may be terminated by mutual agreement, in writing. Where this letter of agreement is terminated, PSPC agrees to compensate the City for the costs of the Work performed to the date of termination from the last invoice as well as any costs claimed by the consultant to have been reasonably and properly incurred for the purposes of performing the work in an amount not to exceed the proportional percentage of the upset financial contribution set out in

section 3.5 in relation to the total value of contract and within the upset limit set out in Section 3.5.

7. Ownership

Both the City and PSPC shall receive and own a final copy of the work completed by the consultant, including the supporting documents and data, for their use as they deem fit.

8. Warranty and limitation of liability

The City makes no warranty as to the accuracy or completeness of the consultant's work. PSPC agrees and acknowledges that the City shall not be liable to PSPC for any loss, injury or damage suffered as a result of an error or omission in the work.

In witness whereof by the signatures of their authorized Officers, the parties hereto have executed this Letter of Agreement, effective as of the latest date accompanying the signatures below.

Date: 03/13/2025

CITY OF OTTAWA

Vivi Chi

Vivi Chi (Mar 13, 2025 08:36 EDT)



Vivi Chi

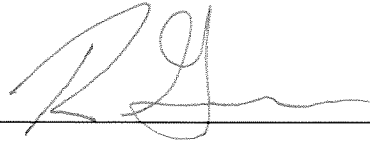
General Manager, Planning, Development and Building Services

I have the authority to bind the corporation

**HIS MAJESTY THE KING IN RIGHT OF
CANADA,**

as represented by the Minister of Public
Services and Procurement Canada

Date: 2025-03-13

A handwritten signature in black ink, appearing to read 'J. Garrett', written over a horizontal line.

Jennifer Garrett

Assistant Deputy Minister