

Service Contract Agreement

THIS AGREEMENT MADE AS OF THE ____ DAY OF January 2012

BETWEEN

THE HERRINGTON GROUP LTD
(hereinafter referred to as THG)

OF THE FIRST PART

-And-

The Joint Accessibility Advisory Committee of the Town of Lincoln,
the Township of West Lincoln, the Town of Niagara-on-the-Lake,
the Town of Pelham, the Town of Grimsby, the City of Thorold
(hereinafter referred to as the Municipality)

OF THE SECOND PART

THIS agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree with each other as follows:

ARTICLE 1 – PROVISION OF SERVICES

- 1.01 The Municipality hereby retains THG to perform the services as outlined in Article 3 of this Agreement “the Services”.
- 1.02 Subject to the terms and conditions herewith THG agrees to provide and the Municipality agrees to pay THG for “the Services”.
- 1.03 THG agrees to work diligently and faithfully to perform and complete the Services or any segments thereof, as described in this agreement, in a good and workmanlike manner within the same time period outlined in Article 4 of this Agreement. In providing the Services THG shall at all times conduct itself in full compliance with all applicable statutes, laws, and regulations governing its occupation, profession, trade, craft or business from work locations utilized by THG in providing “the Services” to The Municipality.

ARTICLE 2 – CONTRACT PRICE AND PAYMENT

- 2.01 The amount payable by The Municipality to THG for THG’s provision of “the Services” shall be Forty Five Thousand Dollars (\$45,000) Canadian funds, plus applicable Harmonized Sales Tax.
- 2.02 Payment of the amount outlined in Article 2.01 above, will be made to THG, in monthly instalments payable by invoice, the first day of each month during the period of this contract in the sum of Three Thousand Seven Hundred and Fifty Dollars (\$3,750.00) per month plus applicable H.S.T. (as outlined in Sections 5.0 and 5.1 of Schedule A).
- 2.03 The Municipality will also provide payment to THG, for supply and logistical costs relating to the coordination and implementation of the AODA Compliance Project, to a maximum as follows (as outlined in Sections 5.0 and 5.1 of Schedule A):

Postage/Office Supplies	\$300
Think Tank Meeting with other AAC’s in Niagara (includes venue, disability accommodation and event transportation costs)	\$3,000
JAAC Committee Development and Training	\$1,500
Transportation	\$5,500
JAAC Meeting Accommodations	\$1,350
JAAC Administrative Support	\$1,680

In order to be reimbursed for supply and logistical costs THG will submit a detailed expense claim form to The Municipality, as required. The claim form shall include original receipts.

ARTICLE 3 – SERVICES TO BE PERFORMED

3.01 THG shall perform the services identified in Sections 4 and 5 of Schedule A, being the "Proposal to Coordinate AODA Compliance" dated November 14, 2011 attached as Schedule "A" to and forming part of this agreement.

3.02 Subject to the Terms of this agreement the Municipality shall provide payment to THG of all costs, disbursements and expenditures associated with and incidental to the services performed by THG as outlined in Schedule A.

3.03 The Municipality shall make every reasonable effort to provide, during the contract period access and assistance in gathering relevant information and contacts deemed necessary by THG at its own discretion, for the purposes of preparation for, administration associated with, and handling the logistics associated with implementing the AODA Compliance Project.

ARTICLE 4 – TIME FOR PERFORMANCE OF SERVICES

4.01 The parties agree that this agreement shall commence February 1, 2012 and expire January 31, 2013.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

5.01 The Municipality represents and warrants to, and covenants with, THG that:

- i. THG is the sole provider of Services and the Municipality has not subcontracted or hired, and will not subcontract or hire, any persons to aid in the Services without the prior consent of THG;
- ii. The Municipality has full power and authority to execute this Agreement and to perform obligations hereunder, and THG is not party to any agreement with, and has no other understanding with, any other person that would prevent THG from entering into this Agreement or performing THG's obligations hereunder;
- iii. The corporate design created by it pursuant to this Agreement shall be entirely original and no part thereof will violate or infringe upon any trademark, copyright, or any other right or rights whatsoever of any third party.

5.02 THG represents and warrants to, and covenants with the Municipality, that:

- i. THG has full power and authority to execute this Agreement and to perform obligations hereunder, and
- ii. THG is not party to any agreement with, and has no other understanding with, any other person that would prevent THG from entering into this Agreement or performing the THG's obligations hereunder; and
- iii. All work product developed by THG arising from this agreement is and shall become property of the Municipality and shall not be utilized by THG for any purpose without authorization from the Municipality.

5.03 THG shall provide the Municipality with a valid clearance certificate from the Workplace Safety and Insurance Board (WSIB) confirming that THG is registered with WSIB.

5.04 THG and the Municipality agree that THG shall be an independent contractor and shall not be an employee of the Municipality and shall not be entitled to any benefits, pension, or retirement savings plan, vacation pay, bonuses, or otherwise

ARTICLE 6 – INDEMNIFICATION AND RISK OF LOSS

6.01 The Municipality hereby indemnifies and holds harmless THG and its successors and assigns their officers, directors, agents, employees and lawyers against any loss, cost, liability, claim or expense, including lawyer's fees, suffered or incurred by them, directly or indirectly,

- i. To the extent that the foregoing are not the result of a breach of any provision of this Agreement or the negligent acts or omissions of THG, its agents, servants and/or employees; and

- ii. In relation to any personal injuries or property damage as a result of, or arising out of, the coordination and completion of the AODA Compliance Project
- 6.02 Except for any loss or damage sustained by the Municipality as a direct result of THG's breach of this Agreement or failure to perform any of the Services, the Municipality hereby assumes entire risk of loss or damage sustained by any party from any cause.

ARTICLE 7 – NO AMENDMENTS, SEVERABILITY AND FAILURE TO ACT

- 7.01 This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except in writing duly executed by the parties. The waiver by THG of a breach of any obligations of the Municipality under this Agreement shall not operate or be construed as a waiver of any other subsequent breach by the Municipality. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 8 – GOVERNING LAW

- 8.01 This Agreement was prepared in English at the express wish of the parties and the parties agree that the courts of the Province of Ontario shall have exclusive jurisdiction in reference to any matters herein. This Agreement shall be construed and its interpretation shall be governed exclusively, in all respects, by the laws of the Province of Ontario.

ARTICLE 9 – AGREEMENT BINDING

- 9.01 The terms and conditions of this Agreement shall be binding upon the parties and their respective heirs, executors, successors and assigns.

ARTICLE 10 – TIME OF THE ESSENCE

- 10.01 Time shall be deemed to be of the essence of the Agreement provided that the time for completing the work, which has been or is likely to be delayed by reason of any cause beyond the reasonable control of THG shall be extended by a period equal to the length of the delay so caused, further provided that prompt notice in writing of the occurrence causing or likely to cause such delay is given to the Municipality.
- 10.02 THG shall advise the Municipality in writing of any occurrence causing or likely to cause delays in the completion of its responsibilities under this Agreement.

ARTICLE 11 – NOTICES

- 11.01 Any notices required to be sent to one party to the other party shall be sent by personal delivery (deemed received when actually delivered) or, when postal service has not been interrupted by a strike or other publicly known cause, by prepaid registered mail (deemed received three days after it is posted) to:

THG
THE HERRINGTON GROUP
53 Greenmeadow Court
St. Catharines, Ontario L2N 6Y7

THE MUNICIPALITY
Director of Corporate Services
Town of Niagara-on-the-Lake
P.O. Box 100
Virgil, ON L0J 1T0

ARTICLE 12 – TERMINATION OF AGREEMENT

- 12.02 Either party may terminate this agreement with 30 days written notice.

ARTICLE 13 – DAMAGES

- 13.01 If there is any breach of this Agreement by either THG or THE MUNICIPALITY, the party not in breach may only claim money damages and in no event shall the party not in breach claim or exercise any remedy enjoining or restraining the exercise of any right, rescinding or terminating this Agreement, or constituting any form of equitable relief.


ARTICLE 14- HEADINGS

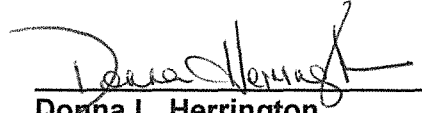
14.01 Descriptive headings are inserted solely for the convenience of reference. They do not form a part of this Agreement and are not to be used as an aid in interpreting this Agreement

ARTICLE 15 – ENTIRE AGREEMENT

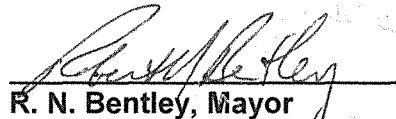
15.01 This Agreement embodies the entire agreement of the parties with regard to the matters contained herein, and no other agreement, representation or warranty shall be deemed to exist as entered into in writing by both parties to the Agreement.

SIGNED, SEALED AND DELIVERED this ____ day of January, 2012:


Witness

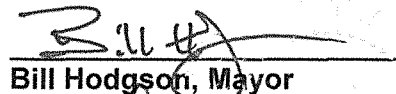

Donna L. Herrington
The Herrington Group Ltd

The Corporation of the Town of Grimsby


R. N. Bentley, Mayor


Hazel Soady-Easton, Clerk

The Corporation of the Town of Lincoln



Bill Hodgson, Mayor



William Kolasa, Clerk

The Corporation of the Town of Niagara-On-The-Lake David Eke, Lord Mayor

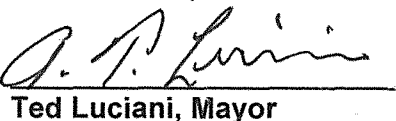

Holly Dowd, Clerk

The Corporation of the Town of Pelham


Dave Augustyn, Mayor

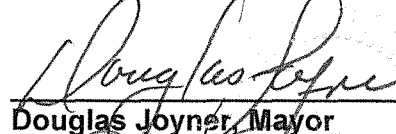

Nancy Bozzato, Clerk

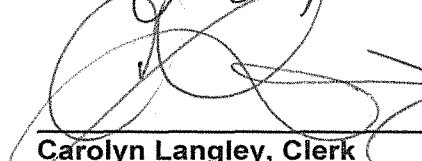
The Corporation of the City of Thorold


Ted Luciani, Mayor


Susan Daniels, Clerk

The Corporation of the Township of West Lincoln


Douglas Joyner, Mayor


Carolyn Langley, Clerk