

This Agreement made in triplicate on this 1st day of September, 2020.

Between:

The Municipality of West Elgin
(hereinafter "West Elgin")

Of The First Part

And:

Robert Bryce
(hereinafter "Consultant")

Of The Second Part

WHEREAS West Elgin and the Consultant have agreed to engage the consultant to provide certain prescribed services to West Elgin for a fixed term as an independent contractor and not as an Employee;

AND WHEREAS West Elgin and the Consultant have reached a consensus as to the terms and conditions for such Services and wish to reduce that consensus to writing;

NOW, THEREFORE, the Parties hereto covenant and agree as follows:

Services

1. West Elgin hereby retains the Consultant and the Consultant agrees to provide and render to West Elgin the Services set forth in Schedule "A" hereto in relation to the Project.
2. At all times during the Term of this Agreement, the Consultant shall perform and render the Services to West Elgin in an honest, fair, and professional manner, exercising skill and discretion in keeping with the standards of its business and industry.

Term

3. The Consultant shall commence provision of the Services to West Elgin on or effective September 1, 2020 and shall continue to provide such Services until August 31, 2021 unless this Agreement is otherwise terminated pursuant to Section 24 below.

Fees

4. As a retainer for the term of this agreement, West Elgin shall pay to the Consultant TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500) plus applicable Harmonized Sales Tax ("HST"). In addition, and subject to that set forth in section 5 below, the Consultant shall be paid an hourly fee of ONE HUNDRED AND TWENTY DOLLARS (\$120.00) for the Services rendered pursuant to this Agreement, which fee shall include compensation for all such Services and any related or associated expenses (excluding travel and/or mileage charges, any extraordinary expenses as contemplated in section 5 below and HST).

Extraordinary Expenses

5. With the prior approval of the Chief Administrative Officer ("CAO") and/or Mayor for West Elgin, the Consultant may be reimbursed for extraordinary expenses received in performance of the Services.

Invoices

6. On or before the 15th day of each month during the Term of this Agreement, the Consultant shall render to West Elgin and invoice for any fee and/or extraordinary expense as provided for in sections 4 and 5 above and as chargeable to West Elgin for the Services rendered during the previous calendar month, within which invoice the Consultant shall also charge any applicable tax, including in particular HST.
7. Upon demand by West Elgin, the Consultant shall produce documentation to support any fee or extraordinary expense charge within any invoice rendered pursuant to section 6 above.
8. Save and except for any amount for which documentary support has been requested or as otherwise disputed by West Elgin, West Elgin shall pay the amount charged by the Consultant in any invoice rendered pursuant to section 6 above within thirty (30) days of actual or presumed receipt of such invoice.

Payment to Government Agencies

9. The Consultant shall be responsible for and shall pay, in timely fashion, all monies owing and payable to any government agency in respect of Fees charged and/or received from and/or extraordinary expenses reimbursed by West Elgin pursuant to this Agreement, including but not limited to any applicable tax liability.

Independent Contractor

10. The Parties hereto agree and acknowledge that neither the Consultant nor any person employed or directed or to be subcontracted by the Consultant in respect of or for provision of any one or more of the Services contemplated by this Agreement is not and will not be constituted as an employee of West Elgin. The Parties hereto further agree and acknowledge that, at all times when rendering the Services to West Elgin, the Consultant shall be an Independent Contractor.

Insurance

11. West Elgin recommends that the Consultant carry adequate health, auto, and liability insurance.
- ~~12. Unless expressly waived in writing, the Consultant agrees to carry the following minimum insurance coverage:~~
 - ~~(a) comprehensive general liability, including products/completed operations, with limits of not less than \$2,000,000.00/\$2,000,000.00 bodily injury and \$2,000,000.00 property damage or \$2,000,000.00 combined single limit;~~
 - ~~(b) Umbrella liability, including products/completed operations, with limits of not less than \$5,000,000.00 each occurrence; and,~~
 - ~~(c) Auto liability, at least \$2,000,000.00 for each incident (bodily injury and property damage combined).~~
13. Before commencing work under this Agreement, the Consultant will deliver to West Elgin a certificate of insurance which confirms and details the coverages as carried in satisfaction of section 12 above, which insurance coverages name West Elgin as an additional insured as its interests may appear in respect of this Agreement and which insurance coverages provide a 30 day notice period for cancellation or reduction in coverage or limits.

14. If section 12 above has been deleted by being crossed out and initialed by the Parties Hereto, the Consultant specifically agrees to otherwise carry such adequate health, auto, and liability insurance as is required or common practice in his, her, or its trade, business, or industry.

Indemnification

15. West Elgin shall indemnify and hold harmless the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, from all claims, demands, actions, losses, expenses, costs, or damages of every nature and kind whatsoever which the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, may incur or suffer as a result of or relating to either any act of negligence by West Elgin, including its Mayor, Councillors, administration, consultants, contractors, employees, servants, or agents, and/or any act by the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, taken in good faith and in the performance of any duty, obligation, authority, or power contemplated by this Agreement.
16. The Consultant shall indemnify and hold harmless West Elgin, including its Mayor, Councillors, administration, consultants, contractors, employees, servants, or agents from all claims, demands, actions, losses, expenses, costs, or damages of every nature and kind whatsoever which any such one or combination of indemnified party or parties may incur or suffer as a result of or relating to any act of the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, not done in good faith in the performance or intended performance of any duty, obligation, authority, or power contemplated by this Agreement.

Confidential Information

17. The Consultant acknowledges that, in the course of fulfilling his, her, or its duties hereunder, he, she, or it may have access to and/or be entrusted with confidential information, the disclosure of which would be detrimental to West Elgin. The Consultant further agrees that the rate to maintain the confidentiality of such information constitutes a proprietary right which West Elgin is entitled to protect. Accordingly, the Consultant agrees that he, she, or it will not, during the continuance of this Agreement, disclose any such confidential information to any person, firm, or corporation, nor shall he, she, or it use, copy, transfer, photograph, or destroy same and thereafter will not disclose or make use of such confidential information. The Consultant agrees to take all reasonable precautions to prevent inadvertent disclosure, use, copying, transferring, photographing, or destruction of any confidential information.

18. The Consultant agrees and acknowledges that, for purposes of this section and Agreement, “confidential information” includes but is not limited to the following: work product whether generated by the Consultant or others, internal personnel records of West Elgin, contracts, and all information which becomes known to the Consultant as a result of this Agreement, even if such information is not identified as confidential so long as the Consultant knew or ought to have known such information was confidential. “Confidential information” does not include the general skills and experience gained during the engagement of the Consultant which the Consultant could reasonably have been expected to acquire in similar employment or engagement or which was publicly known without any breach or violation of this Agreement.
19. The Consultant agrees and acknowledges that all documentation containing Confidential Information in the Consultant’s possession will be returned to West Elgin within five (5) days of the termination or expiry of this Agreement or otherwise upon request by West Elgin.
20. The Consultant agrees and acknowledges that these obligations regarding Confidential Information remain in effect perpetually and will exist notwithstanding any breach or repudiation or any alleged breach or repudiation of this Agreement by either Party hereto and/or the termination or expiry of this Agreement. Furthermore, the Consultant agrees and acknowledges that any dissemination of Confidential Information or use of Confidential Information for personal gain will cause West Elgin irreparable harm that will not be compensated for by damages alone.
21. The Consultant acknowledges that any breach or threatened breach of this section by the Consultant will entitle West Elgin to terminate this Agreement forth with in accordance with section 24 below; provided that, if this Agreement is terminated pursuant to section 24 below and as a result of breach or threatened breach of this section by the consultant, then such termination shall be completed without notice to the Consultant and without compensation payable to the Consultant in lieu of any such notice.

Personal Information Protection

22. The Parties hereto acknowledge that, in performance of the Services contemplated by this Agreement, the Consultant may be provided with or otherwise obtain access to personal information collected, used, or disclosed by West Elgin for municipal or business purposes. The Consultant shall not access, use, disclose, or otherwise make available any such personal information except as permitted to do so by West Elgin while undertaking the Services contemplated by this Agreement.

Municipal Freedom of Information and Protection of Privacy Act (Ontario)

23. Notwithstanding that set forth in sections 17 to 22 above and without seeking to limit, restrict, or otherwise interfere with any duty, obligation, right, or entitlement under or the application of any provision pursuant to the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c. M. 56, as amended, (hereinafter "MFIPPA"), the Consultant,

- (a) agrees and acknowledges that the provisions of MFIPPA may apply to any records in his, her, or its possession as a result of or pursuant to performance of services as contemplated hereunder; and,
- (b) agrees and acknowledges that any information or documentation he, she, or it provides to West Elgin for the purposes of this Agreement will be subject to MFIPPA and, where required, may be disclosed, including notwithstanding the Consultant's request or demand that such information and documentation remain confidential.

Termination

24. This Agreement and the relationship between the Parties hereto shall be terminated in each of the following circumstances:

- (a) at the option of West Elgin for convenience, after giving four (4) weeks prior written notice to the Consultant;
- (b) at the option of West Elgin, forthwith upon written notification to the Consultant if the Consultant becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed in respect of the property of the Consultant or if the Consultant is otherwise unable to carry on business;
- (c) at the option of West Elgin and forth with upon giving written notice to the Consultant by virtue of a material breach of this Agreement by the consultant which has gone unresolved for a period of not less than five (5) days after written notice of such breach was delivered by West Elgin to the Consultant;
- (d) at the option of the Consultant for convenience, after giving four (4) weeks prior written notice to West Elgin; and,
- (e) by mutual consent and agreement of the Parties hereto.

25. Termination of this Agreement will not affect any rights, duties, or obligations arising hereunder in relation to any provision intended to survive such termination and, further thereto, such provisions otherwise remain in full force and effect.

Dispute Resolution

26. In the event of any dispute arising out of or relating to this Agreement or the retainer of the Consultant by West Elgin for purposes as contemplated herein, the Parties agree to engage in prompt and serious good faith discussions to resolve such dispute. If such discussions fail to resolve the said dispute within a period of twenty-one (21) days, then the Parties, or either of them, shall be at liberty to terminate this Agreement pursuant to sections 24 and 25 above.

Enurement and Assignment

27. This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, successors, and assigns, as the case may be, including but not limited to any successor government into which West Elgin may hereafter be merged, unified, or consolidated.

28. This Agreement may not be assigned by the Consultant.

Entire Agreement

29. This Agreement constitutes the entire agreement between the Consultant and West Elgin for purposes as stated herein, superseding in all respects any and all prior oral or written agreements or understandings between the Parties, including but not limited to any prior agreements pertaining to or involving employment of the Consultant by West Elgin.

Amendment and Waiver

30. Any waiver, modification, or amendment of this Agreement must be in writing and signed by the Parties hereto.

Severability

31. In the event that any of the provisions of this Agreement are held or found to be invalid or unenforceable, in whole or in part, all other provisions of this Agreement will

nevertheless continue to be valid and enforceable with the invalid or enforceable parts thereof severed from the remainder of this Agreement.

Governing Law

32. This Agreement shall be governed by and construed as in accordance with the laws applicable in the Province of Ontario.

Titles / Headings

33. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Notice

34. Any notice required to be given under this Agreement shall be delivered personally to the opposite Party, or shall be deemed delivered personally to such Party no less than five (5) days after such notice was deposited in the mail, postage prepaid addressed as follows:

To West Elgin: The Municipality of West Elgin
 22413 Hoskins Line,
 Rodney, Ontario
 N0L 2C0 (Attention: Chief Administrative Officer)

To Consultant: 1773 Tigerlily Road
 London, Ontario
 N6K 0A2

Independent Legal Advice

35. The Consultant acknowledges that he, she, or it has had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that he, she, or it fully understands the nature of and agrees voluntarily to the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunder set forth either personal signature(s) or the signature of its duly authorized representative(s) at West Elgin, Ontario this 17th day of September, 2020, to be effective on the date first set forth above.

Signed, Sealed, and Delivered

In The Presence Of

Witness

)
) The Municipality of West Elgin
)
) per: _____
) Name:
) Position:
)
)
) per: _____
) Name:
) Position:
)
) We have authority to bind the Corporation
)
)
)
)
)
) _____
) Robert Bryce
)
)
)
)
)

Schedule "A"

1. General Human Resources support.
2. Other Human Resource Services as directed by the Mayor and/or Chief Administrative Officer for West Elgin.