The Corporation of the Township of Huron-Kinloss

BY-LAW

2021-122

Being a by-law to Authorize the Signing of an Agreement with GDH Limited

for a Corporate Digital Modernization Review

WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act S.O. 2001, c 25, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under Section 9; shall be exercised by By-Law;

AND WHEREAS the Corporation of the Township of Huron-Kinloss received funding through the Provincial Municipal Modernization Program – Intake 2 for third party corporate digital modernization review;

AND WHEREAS The Council for The Corporation of the Township of Huron-Kinloss deems it expedient to enter an agreement with GHD Limited to complete a Corporate Digital Modernization Review for the Township of Huron-Kinloss;

NOW THEREFORE the Council of The Corporation of the Township of Huron-Kinloss enacts as follows:

1.0   That The Corporation of the Township of Huron-Kinloss Council hereby enters into an agreement with GHD Limited in the amount of $54,950.00 plus HST for a Corporate Digital Modernization Review which is attached as Schedule "A" and forms part of this By-law.

2.0   That the execution by the Treasurer of said agreement between GHD Limited and The Corporation of the Township of Huron-Kinloss is hereby authorized, ratified and confirmed.

3.0   This By-law shall come into full force and effect upon final passage.

4.0   This By-law may be cited as the "Corporate Digital Modernization Review By-Law".

READ a FIRST and SECOND TIME this 18th day of October, 2021.

READ a THIRD TIME and FINALLY PASSED this 18th day of October, 2021.

_____   _____

Mitch Twolan, Mayor   Emily Dance, Clerk

Digital Services Agreement (North America)

This Digital Services Agreement (hereinafter "Agreement") is effective this TBD day of October 2021, ("Effective Date") between GHD Limited (hereinafter "GHD") and Township of Huron Kinloss (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party"). In consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Scope of work

(a) Pursuant to the terms and subject to the conditions of this Agreement between GHD and Client, GHD shall grant Client either, as determined by the "Scope of Work" attached as Exhibit "A" to this Agreement, (i) a limited license to, or (ii) a proprietary interest in, GHD's and/or GHD vendors' digital developments such as products, platforms, and/or solutions, which may include, but are not limited to, local or cloud based software, computer code, web or mobile based tools or applications, website design, or other technology (the "Deliverables") which will be described in the Scope of Work, and if applicable, professional consulting services, hosting of the Deliverables by GHD and/or GHD vendors, access to the Deliverables, support and training for the Deliverables, collection and management of data, and/or the provision and/or installation of related hardware as set forth in the Scope of Work (the "Services" and collectively with the Deliverables, the "Work").

(b) Client agrees that the Work may be provided by GHD, jointly with GHD vendors, and/or solely by a GHD vendor. "GHD vendors" as used herein means the third parties involved in providing any portion of the Work or Processing any Client Data (as defined below).

(c) Client agrees to accept and require their Authorized End Users to accept any end user agreement and/or terms of service required by GHD and/or GHD vendors which are referenced in the Scope of Work and/or incorporated into the Deliverable ("End User Agreement"). "Authorized End Users" shall mean any individual authorized by Client to use or otherwise access a Deliverable from time to time in the manner permitted by this Agreement and the applicable Scope of Work.

(d) Changes in the Scope of Work

(i) It is understood that the Scope of Work will be based on facts established and laws in place as of the Effective Date. Each Party will promptly notify the other in writing if facts are discovered that indicate that this Agreement or the Scope of Work may need to be modified. If there is a change in law or project assumptions which materially affect either Party's obligations hereunder, upon receiving or providing the notice described above, the Parties shall execute an amendment which will include, at a minimum, a description of the proposed modifications and their effect on the scope, fees, and timelines on the Scope of Work (an "Amendment").

(ii) Except for additional services required due to the fault of GHD, any change to the scope, schedule, extent, or character of the Work shall be set forth in an Amendment which includes an adjustment in the price or time for such Work and is signed by GHD and Client.

(iii) If the Parties are unable to agree on the price adjustment in an Amendment and GHD elects to perform the additional services without an Amendment, then GHD shall be compensated as set forth in Section 5(b) below.

(iv) Unless otherwise provided herein, GHD shall not be required to perform additional services unless the additional services, any additional compensation, and/or the time to perform such additional services are set forth in an Amendment.

(v) GHD shall have no liability for any delay, and the contract time shall be extended by the equivalent delay, associated with Client's delay in executing an Amendment.

2. Proprietary rights

(a) "IP" means all intellectual property throughout the world, including copyrights, derivative works, graphical user interfaces, screen layouts, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, patents, inventions, modifications, improvements, customizations, bug fixes, upgrades, designs, logos and trade dress, moral rights, publicity rights, and privacy rights. "Intellectual Property Rights" means all rights in the IP whether existing under statute or at common law or equity, now or hereafter recognized and any application or right to apply for any of the rights referred to herein and all renewals, extensions, and restorations of the foregoing. Each Party shall retain ownership of their IP and Intellectual Property Rights existing as of the Effective Date, or developed or acquired independently of this Agreement, and nothing in this Agreement shall assign any ownership thereof to the other Party.

(b) Client acknowledges that, unless otherwise set forth in a Scope of Work, all IP in the Work, IP created as a result of the Work, and IP in ancillary products, including all IP subsisting in or used in connection with the Work, including but not limited to documentation and manuals, any images, photographs, or text incorporated into the Work, and all related materials, logos, and names are and shall remain the property of GHD (or GHD vendors). Client further acknowledges that information, domains, data, designs, formats, documentation, software listings, source code, or object code relating to the Work contains proprietary and/or confidential information of GHD (or GHD vendors). However, GHD hereby grants to Client and Authorized End Users a nonexclusive, nontransferable, non-sublicensable, revocable license to use and access the Work unless explicitly set forth otherwise in the Scope of Work. The Work shall be used only for the purposes expressly permitted in the applicable Scope of Work.

(c) Client's exposure to the Work may result in Client developing or suggesting IP related to the Work ("Developed IP"). Client shall promptly notify GHD of any Developed IP in writing. To the extent GHD (or GHD vendors) has retained ownership of the IP in the Work, Client hereby assigns all right, title, and interest to the Developed IP to GHD and/or GHD vendors, as applicable. However, GHD hereby grants to Client a non-exclusive, perpetual, irrevocable, royalty-free, non-sublicensable, worldwide license to the Developed IP for Client's internal use only, provided GHD has no obligation to support the Developed IP nor ensure continued function of the Developed IP as a result of changes to the Work. GHD may incorporate the Developed IP into the Work or ancillary products at GHD's sole discretion.

3. Data use

(a) "Client Data" shall mean Client's information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client. As between the Parties, Client

owns all right, title, and interest, including all Intellectual Property Rights, in and to Client Data. Client shall be responsible for, and GHD and/or GHD vendors may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to GHD and/or GHD vendors pursuant to this Agreement. Client hereby grants to GHD and GHD vendors a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to access, revise, reproduce, distribute, host, store, manage, process, display, and otherwise use Client Data and perform all acts with respect to Client Data as necessary for GHD and GHD vendors to perform the Work and meet all other purposes set forth herein. Client shall disclose to GHD all known regulations and legal requirements associated with the use of Client Data. GHD shall have no obligation to validate any contents of the Client Data for content, correctness, usability, or for any other purpose. Client shall comply with any reasonable demand by GHD to correct, discontinue, or remedy any violation of applicable laws or regulations pertaining to the Client Data or any other content collected or used by GHD and/or GHD vendors to perform the Work.

(b) Client agrees that GHD may use Client Data to add insight, analytics, and data science to the Work and/or to provide or suggest additional solutions and services to Client.

(c) Notwithstanding anything to the contrary in this Agreement, GHD and GHD vendors may monitor Client's and each Authorized End User's use of the Work and collect, compile, and use Aggregated Statistics. "Aggregated Statistics" shall mean data and information related to Client's and each Authorized End User's use of the Work, that is: (i) is anonymized and presented in a way which does not reveal Client's identity; and (ii) may be combined with historical or recent data and information of other clients or additional data sources. Client agrees that all right, title, and interest in Aggregated Statistics, including all Intellectual Property Rights, are hereby assigned to and owned solely by GHD. GHD may reproduce, distribute, display, and otherwise use the Aggregated Statistics to for any business purpose, during and after the term of this Agreement, such as for creating solutions and products for other GHD clients, provided that Client shall not be identified as the source of any Aggregated Statistics.

(d) Client agrees that GHD and/or GHD vendors may store some or all Client Data on GHD and/or GHD vendors' systems which may run on a public cloud (e.g., Amazon or Microsoft). Client Data shall be stored in the County specified in the Scope of Work.

(e) Client represents and warrants that it has obtained and/or owns all rights, permissions, and consents necessary in the Client Data and Authorized End Users' information necessary to meet all purposes and relevant obligations set forth herein.

(f) If GHD receives access to or has control over any Client Data which includes Personal Information then GHD represents it will comply with all applicable laws and regulations in connection with its receipt, use, handling, Processing, access to, and storage of Personal Information. "Personal Information" means information Client (directly or indirectly, including through another party) shares with, discloses to, allows, or provides access to GHD, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or as "Personal Information" may otherwise be defined by law. "Processing" means any operation or set of operations that are performed on data or on sets of data, whether or not by automated means.

(g) Unless set forth otherwise in the Scope of Work, GHD shall retain Client Data on GHD or GHD vendors' systems for the lesser of five years from the Effective Date or the date of expiration or termination of this Agreement, plus any agreed upon extensions of time ("Retention Date"), after which time GHD shall be permitted (but not obligated) to remove such Client Data GHD or GHD vendors' systems. Prior to the Retention Date, Client may download such Client Data in a mutual agreed format and cost to be determined or the Parties may mutually agree on terms for additional periods of retention.

4. Confidential information and security

(a) "Confidential Information" means any and all non-public scientific, technical, financial, or business information in whatever form (written, oral, or visual) owned or controlled by one Party ("Disclosing Party") and that is either furnished to the other Party ("Receiving Party"), directly or indirectly, or otherwise becomes known to the Receiving Party. As used herein, "Confidential Information" includes, by way of example and not limitation, and whether or not patentable, trade secrets, know-how, show-how, designs, methods, unpublished trademarks, and the content of unpublished patent applications; information relating to students, faculty, staff, partners, vendors, clients, patients, products, materials, samples, components, developmental or experimental work, draft or final regulatory filings and the contents of any other draft or final filings with governmental authorities worldwide, and anything respecting management, finance or operations, including personnel information or lists and financial statements.

(b) During the term of this Agreement and for a period of five (5) years thereafter (and in the case of trade secrets, until such time as the trade secret no longer qualifies for protection as such under applicable law), the Receiving Party shall treat any and all Confidential Information received from the Disclosing Party during the term of this Agreement as strictly confidential in accordance with the terms and conditions of this Agreement. In this regard, the Receiving Party shall take all reasonable measures and use at least the same degree (but no less than a reasonable degree) of care and protection to prevent the unauthorized use or disclosure of any Confidential Information of the Disclosing Party as it uses to protect its own confidential, proprietary, or trade secret information. In no event will the Receiving Party, directly or indirectly, other than as expressly permitted hereunder in writing, attempt to (i) analyze, reverse-engineer, or disassemble the Deliverables or the Confidential Information provided by the Disclosing Party, (ii) discover the trade secrets in any Deliverables or the Confidential Information provided by the Disclosing Party, or (iii) circumvent any technological measure that controls access to any such Deliverables or the Confidential Information provided by the Disclosing Party.

(c) GHD will maintain industry standard administrative, technical, and physical safeguards to protect the security and privacy of the Confidential Information, in use, in motion, and at rest. These safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them.

(d) If either Party becomes aware of any unauthorized access or breach of, the Deliverable which includes Client Data or Client Confidential Information ("Security Incident"), such Party will promptly: (i) notify the other in writing of the Security Incident; and (ii) coordinate with the other Party to mitigate the effects and to minimize any damage resulting from the Security Incident.

5. Term and payment

(a) Unless a defined term is specified in the Scope of Work, this Agreement shall be effective as of the Effective Date and shall continue until the Agreement is terminated pursuant to Section 7.

(b) Client will pay GHD for the Work according to the terms and pricing set forth in the applicable Scope of Work, subject to the following:

(i) For Work rendered on a time plus expense basis:

1. The fees will be in accordance with the fee schedule set forth in the Scope of Work. Personnel rates are all-inclusive, including overhead and profit, and apply to all hours expended with no premium charged for overtime hours.

2. GHD shall be reimbursed for all expenses incurred in connection with its Work hereunder, plus reasonable markup as specified in the fee schedule and/or Scope of Work, as well as goods supplied by GHD vendors or suppliers, reasonable travel and living expenses of GHD staff; telephone charges; information technology; printing and reproduction costs; advertising for bids; delivery and express charges; costs of providing and maintaining site offices, supplies, and equipment; and all necessary and incidental costs associated with subcontracts where appropriate.

3. For Work performed by GHD vendors, Client shall pay GHD for the cost of such Work plus markup, as set forth in the Scope of Work.

4. GHD may revise such Work pricing periodically and shall notify Client of any such revisions and the effective date thereof, which shall not be less than 30 calendar days after receipt of notice by Client of any such revisions.

(ii) For Work rendered on a lump sum, unit price, or fixed fee basis: Client shall pay GHD for Work which is rendered on a percentage complete or task complete basis in accordance with the fee schedule set forth in the Scope of Work. The fee is all-inclusive, including overhead and profit, and apply to all labor with no premium charged for overtime hours and no additional charges for expenses incurred, unless otherwise specified in this Agreement.

(iii) GHD shall be entitled to an equitable adjustment to its compensation for any additional services GHD provides, and Client shall pay for any liability, cost or expense GHD incurs, if: (i) the approved scope, schedule, extent, or character of the Services is changed materially by Client; (ii) any information provided by or on behalf of Client to GHD is not complete and/or accurate; (iii) as a result of the Services, GHD or any GHD employees are required to give evidence before, or provide any information to, a court or other competent authority; (iv) Client fails to pay any amount due under this Agreement; (v) any event beyond the reasonable control of GHD affects GHD's ability to perform the Services within the cost and schedule set forth in the Scope of Work; or (vi) Client terminates this Agreement before the term of the Services concludes, as set forth herein.

(iv) In the event that GHD conveys to Client a license to access and use the Deliverables provided by GHD or a GHD vendor, Client shall pay GHD the license fees set forth in the Scope of Work.

(v) Unless otherwise agreed, GHD will invoice Client monthly for Work completed in accordance with the payment basis set forth in the Scope of Work. Payment of GHD invoices shall be due upon

receipt by Client. Invoices for undisputed amounts not paid within 30 calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within 30 calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within 30 calendar days of the invoice date shall deem the invoice acceptable to Client. Any amounts in dispute shall be subject to the dispute resolution provisions of Section 10 herein. Interest shall not accrue on any disputed amount.

(c) GHD reserves the right without penalty to suspend the Work or Client's access to the Work if Client fails to pay all amounts which are not subject to a bona fide dispute within 45 calendar days from the invoice date. All suspensions shall extend the completion date of any affected project commensurately unless otherwise agreed to by the Parties.

(d) All applicable taxes, including Goods and Services Tax and state/provincial Sales Tax, shall, unless otherwise specified, be charged in addition to specified rates or charges for the Work. Client shall pay all local, federal, and state/provincial sales tax, goods and services tax, value added tax, and other taxes applicable to the provision of the Work under this Agreement, other than taxes based on GHD income.

6. Client responsibilities

(a) Unless otherwise set forth in the Scope of Work, Client shall, at Client's sole expense, license all software and obtain all hardware that may be needed for Client to host, store, manage, and/or operate the Deliverables.

(b) If the Services include hosting the Deliverables, storing, managing, or processing Client Data, or if otherwise required to allow GHD to provide the Work, upon request by GHD, Client will promptly provide to GHD a list of names and other requested information to register each Authorized End User to use the Deliverables. Each Authorized End User will have a unique User ID with which to access the Deliverables. Client will adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and will promptly notify GHD if the security or integrity of a User ID or password has been compromised. Client will promptly notify GHD in writing if any of its Authorized End Users' use of the Products is terminated. The number of Authorized End Users licensed shall be as set forth in the Scope of Work. Client may permanently reassign an Authorized End User license from one individual to another individual by (i) notifying GHD of (1) the Authorized End User whose use of the Deliverables is being terminated and (2) the individual to whom the Authorized End User license will be reassigned, and (ii) paying any training fee or other fee, if applicable. Each additional Authorized End User license may require an additional fee, the amount for which is specified in the Scope of Work.

(c) If the Deliverables are hosted by GHD or GHD vendor, Client understands that some of the features of the Deliverables may be temporarily or permanently discontinued, changed, upgraded, improved, or limited, without prior notification to Client and without GHD and/or GHD vendors' liability or penalty.

(d) Client agrees to any limits on bandwidth and disk usage for the Deliverables that may be set forth in the Scope of Work. GHD will monitor Client's bandwidth and disk usage and upon written notice to Client, may invoice Client for over-usage of bandwidth and/or disk usage.

7. Default, termination, and suspension

(a) Client shall be in "Default" if:

    (i) Client or its Authorized End User breaches any of the terms of this Agreement,

    (ii) GHD has reasonable grounds to believe that Client or an Authorized End User is in breach of this Agreement, or

    (iii) If there is the institution by or against Client of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either Party's debts, upon Client making an assignment for the benefit of creditors, upon the Client winding up or liquidating its business, upon Client's dissolution or ceasing to do business, or upon the Client admitting in writing that it is unable to pay its debts as they generally become due.

(b) In the event of a Default, GHD shall have the right, at its sole discretion and without notice, to take such remedial actions as it deems appropriate, including without limitation:

    (i) suspending or terminating the Work and/or Client's license to access the Deliverables without liability for any losses or damages arising out of or in connection with such suspension or termination;

    (ii) restricting, downgrading, suspending, or terminating the subscription of, access to, or current or future use of the Deliverables;

    (iii) removing any User Data that Client or an Authorized End User has submitted, posted, or displayed;

    (iv) imposing other restrictions on Client's use of any features or functions of the Deliverables as GHD may consider appropriate in its sole discretion; and

    (v) any other corrective actions or penalties that may be available to GHD in law, equity, or contract.

(c) This Agreement shall expire as set forth in the Scope of Work.

(d) Client will have the right to terminate this Agreement at any time with or without cause, based solely on Client's convenience, provided that GHD is provided 30 calendar days' advance written notice of the termination and upon payment of all unpaid license fees for the term of the Agreement. Client shall also pay GHD for all Work performed and expenses incurred to the effective date of termination including but not limited to demobilization and remobilization costs, costs to cancel or suspend subcontracts, and other related closeout costs.

(e) Upon expiration, suspension, or termination, Client shall immediately discontinue use of the Work, unless the Scope of Work expressly permits Client to continue using the Work after any such event or the Parties mutually agree otherwise in writing. No expiration, suspension, or termination will affect Client's obligation to pay all fees due under this Agreement.

(f) Any suspension of access to the Deliverables shall not constitute a termination and Client's access to the Deliverables shall resume upon the Client no longer being in Default and the payment by the Client to GHD of the costs directly related to the restoration of access to the Deliverables.

8. Indemnity and liability

(a) Client acknowledges that use of the Work is at Client's own risk, except as otherwise provided herein. GHD and/or GHD vendors are not responsible for protection or privacy of electronic mail or other information transferred through the Internet or any other network GHD or Client may utilize. Sensitive data may be protected with the use of encryption that does not violate any governing laws or regulations. Client acknowledges that GHD and/or GHD vendors have no control over and accept no responsibility for Client Data hosted by Client or by the Work, unless specified in the Scope of Work.

(b) GHD represents that its Services shall be performed in the manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing under similar circumstances at the same time and in the same locality. No other warranties, guaranties, or representations of any kind, either expressed or implied, are included or intended by this Agreement or in any service in connection with the Services.

(c) Except as expressly set out herein, the Deliverables and documentation are provided without warranties, guaranties, or representations of any kind, expressed or implied, at common law, by course of conduct or usage in the trade, including but not limited to any warranties regarding accuracy, completeness, merchantability, or fitness for any particular use or performance. GHD and/or GHD vendors do not warrant that the Deliverables will meet all of Client's requirements; that the Deliverables will operate in all combinations which may be selected for use by Client; that the Deliverables will be error free or use thereof will be uninterrupted; that all defects in the Deliverables will be corrected; or that any data or document is complete or wholly accurate. Upon Client notifying GHD of any errors, bugs, or other problems in the Deliverable, GHD's only responsibility is to provide commercially reasonable efforts to correct such problems to the extent feasible.

(d) GHD agrees to indemnify and hold harmless Client and its Authorized End Users from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent they are based on a claim that the Work infringes on any patent, copyright, or other intellectual property right of a third party; provided however, that GHD shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Deliverables by Client or any party not specifically authorized by GHD, (ii) any combination of the Deliverables by Client with other programs or data not furnished by GHD or GHD vendors; or (iii) any use of the Deliverables by Client or its Authorized End Users that is prohibited by the End User Agreement or otherwise outside the permitted use for which the Deliverables are intended.

(e) Client agrees to indemnify and hold harmless GHD its parents, subsidiaries, affiliates, officers, directors, employees, agents, vendors, subcontractors and any successors or assigns, (together the "GHD Indemnitees") from and against any and all losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent caused by (i) any negligence or willful misconduct of Client, or (ii) any breach by Client of any representations, warranties or other provisions; provided, however, that such indemnification shall not apply to the extent any losses,

damages, liabilities, or expenses result from or arise out of any negligence or willful misconduct of GHD or GHD vendors or any breach by GHD or GHD vendors of any representations or other provisions hereunder.

(f) To the maximum extent permitted by law, for any damage caused by negligence, including errors, omissions or other acts; or for any damages based in contract; or for any other cause of action or theory of liability; the GHD Indemnitees' liability shall be limited to the greater of $25,000 or the amount actually paid by Client to GHD during the three (3) full calendar months immediately preceding the event upon which such liability is predicated, exclusive of any expenses reimbursed pursuant to Section 5 herein.

(g) Except as expressly set forth herein, the GHD Indemnitees shall not be liable to the Client, to anyone claiming by, through or under Client, or to any third party for any liability, expense, injury, claim, penalty, fine, interest, or cause of action whatsoever or howsoever arising, including, without limitation, any loss or damage, direct or indirect, special, incidental, consequential, punitive, or exemplary, or for loss of profit or revenues, business interruption, contract, goodwill, or other business or economic loss, or for lost or damaged data, the availability of data, or damage to network, computer, server, or the Deliverable.

(h) Notwithstanding anything to the contrary contained or implied herein, the GHD Indemnitees shall have no liability for any damages, whatsoever relating to the tools, third party software, third party products, or any goods or services not developed or provided by GHD and/or GHD vendors.

9. Insurance

GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits, unless otherwise set forth in the Scope of Work:

(i) workers compensation – as statutorily required;

(ii) employer's liability – $1,000,000 per accident/disease/employee (US) or $1,000,000 per occurrence and $2,000,000 in aggregate (CAN);

(iii) automobile liability – $1,000,000 combined single limit;

(iv) commercial general liability – $1,000,000 per occurrence and $2,000,000 in aggregate; and

(v) technology errors & omissions liability – $1,000,000 per claim.

10. Independent contractor and subcontracting

The Parties acknowledge and agree that GHD and/or GHD vendors shall be independent contractors and shall have responsibility for and control over the means of providing the Work. GHD shall have the right to use vendors and subcontractors as GHD deems necessary to assist in the performance of the Work. GHD shall not be required to employ any vendor or subcontractor that is unacceptable to GHD.

11. Dispute resolution

Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the Parties shall have 5 business days from the date of notification to begin negotiations and 15 business days from the notification date to complete negotiations, unless otherwise agreed in writing. If any dispute cannot be resolved

through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. The Parties shall have 45 calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system in the courts of general jurisdiction where the project site is located, in which event all litigation and collection expenses, witness fees, court costs, and reasonable legal fees shall be paid to the prevailing Party.

12.   Force majeure

If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, other than the obligation to pay funds due, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars thereof. Thereupon, the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible. The requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts, or other labor difficulty by the Party claiming Force Majeure contrary to its wishes. The term "Force Majeure" as used in this Agreement shall mean an Act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, pandemic, lightning, fire, storm, flood, explosion, blackout, governmental restraint, unavailability of equipment, personnel or information, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the Party claiming suspension.

13.   Notice

Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by overnight courier, or by email to the respective Party's authorized representative identified below, or at such other address as may be changed by either Party by giving written notice thereof to the other:

	GHD: **GHD Limited**	Client
Attention:	Steven Karan	Jodi MacArthur
Address:	[Enter address]	[Enter address]
Email:	**Steven.karan@ghd.com**	**jmacarthur@huronkinloss.com**
Telephone:	**(647) 612 - 6940**	**519-395-3735 ext 127**
Facsimile:	[Enter facsimile number]	**519-395-4107**

14.   Miscellaneous

(a) Third party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

(b) Waiver. No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege

preclude any other or further exercise thereof.

(c) Successors and assignment. Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. Notwithstanding the preceding provisions of this Section, Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by GHD Group Limited (a "Related Entity"). Any such Related Entity shall assume all GHD's liabilities, duties, and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any notice or action on the part of GHD. Upon request, Client agrees to execute and deliver any documents as may be reasonably requested by GHD or its successor to evidence consent to such assignment.

(d) Severability and survival. The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including those pertaining to indemnification, limitations of liability, intellectual property, and confidentiality shall survive the termination of this Agreement.

(e) Governing law. This Agreement shall be governed by the laws of the State or Province in which the project site is located, or if no such single site exists, and no agreement exists between the Parties as to applicable law, then the State or Province in which GHD is incorporated.

(f) Authority to sign. Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing, to every term of this Agreement. This Agreement may be executed in any one or number of counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

(a) Entire agreement. This Agreement, including all attached Exhibits and documents referenced in those Exhibits, constitute the complete and final agreement between GHD and Client regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the Work and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD

GHD Limited

Steven Karan

Vice President, Digital, GHD Digital

Client

Jodi MacArthur

Treasurer, Township of Huron-Kinloss

Key Personnel	
Client Account Manager	**Mark Yep**
Technical Contact	**Janna Andre**

Key dates	
Commencement date	10/7/2021
Milestones, deadlines, timelines	Corporate Digital Modernization Vision (including guiding principles): Oct 29th 2021
	Digital Service Delivery Current State (including review of key policies & procedures): Nov 5th 2021
	Digital Service Delivery Future State: Nov 26th 2021
	List of Draft Recommendations/Initiatives: Nov 26th 2021
	Potential Cost Savings: Dec 10th 2021
	Digital Modernization Roadmap (including initiatives, priority, work plan challenges, key success factors): Dec 10th 2021
	Corporate Digital Modernization Review Final Report: Jan 19th 2022
	See Appendix A for project timeline
End date (including License term, if applicable)	1/19/2022

Services	
Deliverable descriptions	
	– Deliverable #1 – Corporate Digital Modernization Vision (including Guiding Principles)
	– Deliverable #2 – Digital Service Delivery Current State (including review of key policies and procedures)
	– Deliverable #3 – Digital Service Delivery Future State
	– Deliverable #4 – List of Draft Recommendations/Initiatives
	– Deliverable #5 – Potential Cost Savings

– Deliverable #6 – Digital Modernization Roadmap (including initiatives, priority, work plan challenges, key success factors)

– Deliverable #7 – Corporate Digital Modernization Review Final Report

Services descriptions	**Phase 1: Digital Service Delivery Discovery (Weeks 1-4)** Key Activities: – Conduct Kick-Off with project sponsor and working team – Conduct interviews with 8-12 key stakeholders (key Business Leaders in relevant Township departments) – Conduct Vision Lab with the Township's key Leaders to align on the Vision for Digital Modernization (including guiding principles) in alignment to the Township's overall strategic plan – Gather and review Digital Service Delivery related documentation including existing business/technology strategies, investment plans, assessments, key policies and procedures, relevant digital services inventory and related information e.g., delivery approach, personnel, digital platforms (existing and those being considered), integrations, existing enterprise and systems architecture, ongoing and planned initiatives – Assess Current State of Digital Service Delivery (including input from key Township departments staff and stakeholders) **Phase 2: Digital Needs Assessment (Weeks 5-8)** Key Activities: – Conduct 2-4 Working Sessions with the Township's staff and stakeholders to develop the desired Future State of Digital Service Delivery in alignment with the Township's Digital Modernization Vision leveraging GHD's Business Capability model accelerator and industry leading practices – Identify gaps between the Current State and the Future State and related improvement opportunities including: · Potential digital solutions to modernize service delivery · Possible partnership opportunities · Required technology infrastructure upgrades

– Develop draft recommendations and identify potential initiatives (people, process, technology, data, governance) to address the gaps and achieve the Digital Modernization Future State

Phase 3: Digital Modernization Roadmap Development (Weeks 8-16)

Key Activities:

– Identify digital strategy/strategic choices for the implementation roadmap and align on the most appropriate path forward for the Township

– Based on the strategy, finalize the identified recommendations/initiatives and prioritize/sequence them considering dependencies, on-going initiatives, etc.

– Develop the Digital Modernization Roadmap to achieve the Future State, including identification of work plan challenges and key success factors

– Assess the potential cost savings (including high-level costs) from executing the Digital Modernization Roadmap

– Develop Final Report outlining the key recommendations to a print/publish ready quality and format, meeting AODA standards

GHD vendor(s) and markup   N/A

Fee schedule and markups

Phase	Deliverables	Fees
Phase 1	Corporate Digital Modernization Vision (including Guiding Principles)	$15,700
	Digital Service Delivery Current State (including review of key policies and procedures)	
Phase 2	Digital Service Delivery Future State	$15,700
	List of Draft Recommendations/Initiatives	
Phase 3	Potential Cost Savings	$23,550
	Digital Modernization Roadmap (including initiatives, priority, work plan challenges, key success factors)	
	Corporate Digital Modernization Review Final Report	
TOTAL		**$54,950**

Fees are exclusive of travel, expenses, and applicable taxes, which will be billed as incurred. (Note: Provisions for travel and remote collaboration will be discussed at the onset of the project considering the situation regarding COVID-19).

License fee	N/A
License term	N/A
Location of Client Data storage	N/A
Materials/premises to be provided by Client	See expectations and assumptions in the "Special Conditions" section below.
Other information relevant to the Services	N/A

Additional Terms and Conditions

End User Agreement	N/A
Special Conditions	Here are our expectations and assumptions for working with the Township:

Stakeholder Engagement

– We will need active stakeholder participation from the Township to gather relevant insights and perspectives, and collectively agree on the path forward.

– The Township's leaders will be available to support the project by providing required resources, information, and decisions.

– Required stakeholders will actively participate in key activities, including interviews and working sessions.

– All critical stakeholders will review, validate, and provide feedback on draft documents per the schedule to finalize the output of this assessment.

– GHD Digital will offer analysis on market trends and client's current state and will support the Township's leadership in making final decisions.

Regular Meetings

– The Township's leadership for this engagement will meet with GHD Digital on a regular basis (e.g., weekly) to provide high-level guidance and direction and to help resolve any issues that come up during the project.

– We anticipate our meetings and working sessions to be virtual/remote given the current pandemic conditions, and as such, will leverage our online collaboration tools to conduct

meetings online and facilitate collaborative sessions. For interaction with any of the Township's partners/external stakeholders that may be required, we will seek the Township project leadership's guidance on the engagement protocol and will engage with them accordingly.

Timelines

– GHD Digital will work with you on the schedule, so you are aware of the key milestones, data requests, required participation of the Township's stakeholders, etc. so these are known and agreed to by both parties.

– Should the Township be unable to provide information or stakeholder participation when needed, GHD Digital will provide guidance on the impact of missing information and both parties will agree on a plan to mitigate the risks.

– No project work will take place during the holiday blackout period from December 20th to December 31st 2021

Township Key Contact

– The Township will have a designated single key contact who will serve as the point person to provide day-to-day oversight and engage/schedule time with key sponsors and stakeholders throughout the project.

Decisions

– GHD Digital will support the Township in making all final decisions related to this project.

Communications

– GHD Digital will support the Township in communicating engagement objectives to all stakeholders, i.e., prepare draft communications.

Phase

	Week 1 Oct 4, 2021	Week 2 Oct 11, 2021	Week 3 Oct 18, 2021	Week 4 Oct 25, 2021	Week 5 Nov 1, 2021	Week 6 Nov 8, 2021	Week 7 Nov 15, 2021	Week 8 Nov 22, 2021	Week 9 Nov 29, 2021	Week 10 Dec 6, 2021	Week 11 Dec 13, 2021	Week 12 Dec 20, 2021	Week 13 Dec 27, 2021	Week 14 Jan 3, 2022	Week 15 Jan 10, 2022	Week 16 Jan 17, 2022

Phase 1: Digital Service Delivery Discovery

Mobilization
Kick-Off

Stakeholder Interviews
Vision Lab

Gather & assess current state information and evaluate digital maturity

1 — Corporate Digital Modernization Vision (including Guiding Principles)

Digital Service Delivery Current State
2 — (including review of key policies and procedures)

Phase 2: Digital Needs Assessment

Conduct future state working sessions

Develop future state deliverables (including determination of current to future state gaps, and initiatives required to address gaps)

3 — Digital Service Delivery Future State

4 — List of Draft Recommendations/Initiatives

Phase 3: Digital Modernization Roadmap Development

Develop roadmap, prioritize initiatives for implementation plan, and assess costs & benefits of initiatives

Finalize & prioritize initiatives for Roadmap

Develop Final Report

5 — Potential Cost Savings

6 — Digital Modernization Roadmap (including initiatives, priority, work plan challenges, key success factors)

7 — Corporate Digital Modernization Review Final Report

Final Presentation of Report to Council

All Phases: Project Management

Legend
— Key Activities
★ Key Lab / Working Session
● Weekly Status
▶ Key Project Milestones
◆ Deliverables
▬ Holiday