



MEMORANDUM OF AGREEMENT FOR SERVICES

BETWEEN:

Community Design Strategies Inc. (CDS Inc.)

AND

County of St. Paul

(HEREINAFTER REFERRED TO AS THE 'CLIENT')

COMMUNITY DESIGN STRATEGIES INC. AND THE CLIENT AGREE AS FOLLOWS:

1. COMMUNITY DESIGN STRATEGIES INC. WILL UNDERTAKE TO PROVIDE A **DRAFT STATEMENT OF SIGNIFICANCE** FOR:

THE FERN CHAPEL

2. THE CLIENT SHALL PAY TO COMMUNITY DESIGN STRATEGIES INC. DURING THE TERM OF THIS AGREEMENT, FEES/CHARGES NOT TO EXCEED **\$2,230.00**, FOR SERVICES HEREIN, CALCULATED ON A **Fee for Services Basis** BASIS. .
3. THE CONTRACTOR WILL COMMENCE WORK ON **October 7, 2013**, AND WILL COMPLETE THE WORK BY **November 8, 2013**.
4. ALL NOTICES SHALL BE GIVEN IN WRITING TO THE CLIENT AT:

Phyllis Corbiere, Executive Assistant
County of St. Paul
5015 – 49 Avenue
St. Paul, Alberta T0A 3A4
Ph: 780-645-3301, ext. 203
Email: pcorbiere@county.stpaul.ab.ca

AND COMMUNITY DESIGN STRATEGIES INC. AT:

Merinda J. Conley
Community Design Strategies Inc.
Suite 371, 160 Quarry Park Boulevard N.E.
Calgary, Alberta T2C 3G3
Ph: 403-277-1117
Toll-free: 877-277-5117
Email: cds.inc@telus.net

5. THE REPRESENTATIVE OF COMMUNITY DESIGN STRATEGIES INC. FOR THE PURPOSES OF THIS AGREEMENT IS **Merinda Conley**.
6. THIS AGREEMENT SHALL INCORPORATE THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have executed this agreement on this day of **October, 2013**.

CLIENT OR AUTHORIZED REPRESENTATIVE

COMMUNITY DESIGN STRATEGIES INC. OR AUTHORIZED REPRESENTATIVE

Signature (Initial next copy)

PER: _____
Signature (Initial next copy)

Phyllis Corbiere

Please print name

Merinda Conley

Please print name

TERMS AND CONDITIONS OF AGREEMENT

1. QUALITY WORK – CDS INC. will carry out and complete all its work to the specifications and satisfaction of the CLIENT, and according to generally accepted high standards of competency in the field of endeavor carried on by it or others who provide equivalent services.

2. INDEPENDENT CONTRACTOR – CDS INC. is an independent contractor and is not a servant, employee or agent of the COUNTY OF ST. PAUL; is not entitled to any COUNTY OF ST. PAUL employee benefits; and is not entitled to any benefits whatsoever other than to the express payments set out in this Agreement.

3. DELEGATION – CDS INC. may in its sole discretion delegate any duties, powers and functions relating to this Agreement to any one or more associates of CDS INC.

4. NO ASSIGNMENT OR SUBCONTRACTING – CDS INC. shall not assign or subcontract any part of this Agreement or the work to be performed under it without the prior written consent of the CLIENT or the CLIENT's designated representative, and in such case, these Terms and Conditions are to apply to the assignee or subcontractor, with all modifications necessary to fit the circumstances.

5. OWNERSHIP OF WORK – Ownership of any work, information or material (the "Materials") acquired or produced under or relating to this Agreement by CDS INC. shall vest with the CLIENT, and CDS INC. shall retain no right, title, or interest therein. These Materials shall be delivered to the CLIENT upon completion or termination of this Agreement. CDS INC. warrants that it is the sole creator of the Materials and that the Materials are original. CDS INC. irrevocably and unconditionally waives in whole all moral rights in respect of the Materials and declares that this waiver shall operate in favor of the CLIENT, the CLIENT's successors, assignees, and licensees.

6. HOLD HARMLESS – CDS INC. agrees to indemnify and hold harmless the CLIENT from any and all third party claims, demands, actions or costs (including legal costs on a solicitor client basis) for which CDS INC. is legally responsible, including those arising out of negligence or willful acts by CDS INC. or its associates. This hold harmless provision shall survive this agreement.

7. INSURANCE – CDS INC. shall, at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance, in accordance with the Alberta Insurance Act, in an amount not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury, and property damage, including loss of use thereof. Such insurance shall include blanket contractual liability.

8. INSPECT BOOKS – The CLIENT may, upon giving CDS INC. written notice, receive permission to access files, data, correspondence, books and other accounting records for the purpose of conducting an audit of the work performed under this Agreement.

9. GST AND HST – All materials and services supplied by the CDS INC. to the CLIENT shall not be exempt from any federal Goods and Services Tax (GST) and the Harmonized Sales Tax (HST).

10. WORKERS' COMPENSATION – CDS Inc. shall pay all fees required by and otherwise comply with all requirements of the Alberta *Workers' Compensation Act*.

11. TERMINATION – This Agreement may be terminated by mutual agreement, or by the CLIENT, in the CLIENT's sole discretion, by giving 14 days written notice to CDS INC. If the Agreement is terminated, the CLIENT shall only be liable for approved services performed up to and including the termination date.

12. TIME OF ESSENCE – In this Agreement, time is of the essence.

13. AMENDMENT – Upon mutual written agreement, the parties may amend the terms of this Agreement.

14. WHOLE AGREEMENT – This Agreement constitutes the entire and exclusive agreement between the CLIENT and CDS INC.

15. WORK PLAN – A tentative work plan is as set forth in this agreement, and is subject to change based on availability community contacts, weather, and access to site.

a. First visit and local research

- Meet with appropriate county officials
- Tour Fern Chapel
- Record character-defining elements
- Acquire local history book with information about development of local religious and educational systems
- Meet with individuals who may have information about the history of Fern Chapel

b. Initial Draft Statement of Significance

- Develop initial draft of SoS

c. SoS Review

- Review of initial draft by Merinda Conley
- Review by relevant board/committee/county administration members

d. Final Draft Statement of Significance

- Prepare final Draft SoS

e. Final Review

- Review of final draft by Merinda Conley
- Final review by relevant board/committee/county administration members
- Prepare brief report to accompany Draft SoS

f. Presentation

- Present final Draft SoS to relevant board/committee/county administration members
- Return any documents, photos and history books acquired

16. FEE SCHEDULE – The fee schedule is as follows:

Upon Signing of Agreement – 25% of Contract value = \$557.50 plus GST

Completion of Initial Draft SOS – 50% of Contract value = \$1,115.00 plus GST

Completion of Final Draft SOS/Presentation – 25% of Contract value = \$557.50 plus GST

FEE:	\$2,230.00
Plus GST	\$111.50

TOTAL FEE:	\$2,341.50
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Payment of fees is due upon receipt of invoice(s).