

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

BY AND BETWEEN:

**Human Development Council Inc. (Around the Block Community Newspaper)** a neighbourhood association duly incorporated under the laws of the Province of New Brunswick, having its head office at the City Saint John, in the County of Saint John, and Province of New Brunswick, hereinafter called “the Association”

OF THE FIRST PART

- and –

**THE CITY OF SAINT JOHN**, having its City Hall at 15 Market Square, Saint John, New Brunswick, a body corporate by Royal Charter, confirmed and amended by Acts of the Legislative Assembly of the Province of New Brunswick, hereinafter called the "City"

OF THE SECOND PART

WHEREAS Common Council supports the neighbourhood and community development principles outlined in PLAYSJ.

WHEREAS the Association is a service provider which aims to build safe, supportive and healthy communities and link its residents to resources, services and programs to improve quality of life;

WHEREAS Saint John Common Council, at its meeting held on December 17, 2018, resolved to accept the proposal submitted by the Association in request of a Service Agreement for Organizational and Project Support for the years 2019, 2020, a copy of which is attached to this Agreement as Schedule “A” and forms part hereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. The City shall grant to the Association an annual sum of \$22,000 to support its operational and organizational needs.

2. Upon the termination of this agreement the Association may apply to renew this agreement.

3. **The CITY SHALL:**

- a) Pay to the Association the annual grant in one lump sum on or before March 31 of each year of the agreement;
- b) Provide a staff liaison from the Neighbourhood Support Service to meet on a regular basis with the Association to support the planning and achievement of its goals
- c) Provide a staff liaison to the collective Neighbourhood Action Group (NAG).

4. **The ASSOCIATION SHALL;**

- a) Produce, publish and distribute a free community newspaper focused on Saint John's Priority Neighbourhoods as per proposal in Appendix G.
- b) Connect readers to resources that aim to enhance their quality of life as per proposal in Appendix G.
- c) Partner and collaborate with residents, non-profits, business and government sectors to communicate, educate and celebrate the initiatives and achievements of the Priority Neighbourhoods.
- d) Be an active member of the Neighbourhood Action Group by participating in meetings and collective efforts of all Priority Neighbourhood initiatives; and funding of this agreement is contingent upon this involvement;
- e) Provide detailed reports, including financial statements, that will capture the outcomes and impact to the community;
- f) Obtain liability insurance in an amount of \$2,000,000.00, and the policy shall name the City as a co-insured. The Association shall provide an annual certificate of insurance to the City outlining the above, prior to the City releasing the annual payment.
- g) Recognize the City of Saint John in all promotional materials and campaigns (digital, print, media) and public events.

**Performance**

5. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**Non-Performance**

6. The failure on the part of either party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

**Remedies**

7. Upon default by either party under any terms of this Agreement, and at any time after the default, the parties shall have all rights and remedies provided by law and by this Agreement.

8. No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, the City may remedy any default by the Association in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Association. All rights and remedies of the City granted or recognized in this Agreement are cumulative and may be exercised at any time and from time to time independently or in combination.

**Force Majeure**

9. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings under the terms of the Agreement when the delay or failure is due to fires, strikes, floods, acts of God, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against.

### **Reference to Prior Agreement**

10. This Agreement supersedes and takes the place of all prior agreements entered into by the parties.

### **Amendments**

11. No change or modification of this Agreement shall be valid unless it be in writing and signed by each party.

### **Further Documents**

12. The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement.

### **Validity and Interpretation**

13. Descriptive headings are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

14. It is intended that all provisions of this Agreement shall be fully binding and effectively between the parties, but in the event that any particular provision or provisions or part of one is found to be void, voidable or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.

### **Governing Law**

15. This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick.

### **Termination of Agreement**

16. The CITY shall retain the right to cancel this agreement at any time and without cause. Whereby this agreement is nullified or cancelled the Association shall reimburse the city the unused portion of funding provided through this service agreement.

THIS AGREEMENT shall enure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals, attested by the hands of their respective officers duly authorized in that behalf on the day aforementioned.

SIGNED, SEALED & DELIVERED )  
In the presence of: )  
 ) **Human Development Council Inc.**  
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 ) Per:  
 ) \_\_\_\_\_  
 ) Name of, President – Brian Stephenson  
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 )  
 ) **THE CITY OF SAINT JOHN**  
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 ) Don Darling, Mayor  
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 ) \_\_\_\_\_  
 ) Jonathan Taylor, Common Clerk  
 )  
 ) Common Council Resolution:  
 ) \_\_\_\_\_ 2019.

