

**The Corporation of the Municipality of West Grey**

**By-law Number 90 - 2017**

**Being,** a By-law to authorize the Mayor and Clerk to enter into a Voter List Management Services Agreement between the Municipality of West Grey and Comprint Systems Incorporated (doing business as "DataFix");

**Whereas,** the Municipality of West Grey desires to purchase Voter List Management Services Election Services Comprint Systems Incorporated (doing business as "DataFix") to facilitate conducting the 2018 Municipal Elections;

**Now therefore, the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:**

1. THAT the Mayor and Clerk are hereby authorized to enter into a Voter List Management Services Agreement between the Municipality of West Grey and Comprint Systems Incorporated (doing business as "DataFix"), as shown on Schedule "A", attached to and forming part of this by-law.
2. That this By-law shall come into force and take effect upon being passed by Council.

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Read a first and second time this 18<sup>th</sup> day of September, 2017.

Read a third time and finally passed this 18<sup>th</sup> day of September, 2017.

\_\_\_\_\_  
(Signed)  
Kevin Eccles, Mayor

\_\_\_\_\_  
(Signed)  
Mark Turner, Clerk

**Schedule "A" to By-law Number 90 - 2017**

**Municipality of**



**Voter List Management Services Agreement  
- Comprint Systems Incorporated (DataFix)**















11.6 Any reference to DataFix includes any subcontractor or agent retained by DataFix to perform obligations under the agreement and DataFix will ensure any such subcontractors and agents comply with these provisions regarding personal information.

11.7 **Notice of Non-Compliance:** DataFix will immediately notify the Municipality in writing of any non-compliance or anticipated non-compliance with this Agreement and will further inform the Municipality of all steps DataFix proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

11.8 This Section shall survive the expiration or earlier termination of this Agreement


**12.0 UNAVOIDABLE DELAY**

For the purpose of this Agreement, an "Unavoidable Delay" means any circumstance not within the reasonable control of the Party affected. Either party shall not be liable for any failure of or unavoidable delay in the performance of this Agreement due to causes beyond its reasonable control, for example, malicious injury, sabotage, strikes/lockouts, riots, acts of God, war, governmental action, and similar events or circumstances beyond the reasonable control of such Party. If an Unavoidable Delay occurs, DataFix will use its best efforts to resume performance and take all steps reasonably necessary to mitigate the effects of the Unavoidable Delay.

**12.1 TERMINATION**

12.2 The Municipality may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the Municipality.

**DATAFIX/COMPRINT SYSTEMS INC.**

By:   
Signature


Hortense L. Harvey  
Print Name

National Director, Client Services  
Print Title

**MUNICIPALITY OF WEST GREY**

By:   
Signature

Mark Turner, Hons. B.A., AMCT  
Print Name

  
Kevin Eccles, Mayor

Clerk  
Print Title