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FORTFRANCES
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Agreement to Provide Consulting Services.

Project: Deliver of Information Technology Services

Consultant: Norwest IT Solutions

Date: October 15, 2019

I, Shane Freamo of Norwest IT Solutions (herein referred to as "the Consultant"), agree to provide Information Technology Services to the Town of Fort Frances (herein referred to as "the Client") for the rate of \$100.00 / hour plus applicable taxes and disbursements.

Duration and Scope:

1. This arrangement commenced on August 5, 2019, and will terminate on February 4, 2020. The scope of work will be specified by the Town of Fort Frances Information Technology Manager, CAO, or designate. Work will be conducted on an as required basis.

Project Fee Structure:

1. I understand that the payment will be completed on a regular basis, and upon completion of the contract. Work will be completed to an "upset limit" of **\$ 10,000.00 (plus applicable taxes, and disbursements)**. Should the upset limit be exceeded, the Consultant will be required to contact the Town of Fort Frances Information Technology Manager to notify them and get their written approval to continue with additional work.
2. Any changes to the terms of this agreement must be by mutual written consent of the Consultant and the Client.

Signature: _____

Date: _____

I have authority to enter into a binding agreement.

Please sign and return one copy to Town of Fort Frances. Retain one copy for your records.

Standard Conditions of Service

Services	The services provided, if not specifically limited by the Client, will be at the Consultant's discretion for acting in the Client's best interest for the type of work requested.
Fees and Expenses	<p>Billing will be in accordance with the fees as outlined in the proposal including expenses and noted above.</p> <p>No other consultants will be used to complete the work without the written permission of the Client.</p>
Invoices	<p>Payment due is as noted above. Any additional work that is negotiated will be via invoices submitted on a monthly basis. If the Client objects to all or any portion of an invoice, the Client shall so notify the Consultant in writing within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.</p> <p>If the Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, the Consultant may at any time, without waiving any other claim against the Client and without thereby incurring any liability, suspend or terminate this Agreement as provided elsewhere in these Standard Conditions of Service.</p>

Standard Conditions of Service – Cont'd

Changes in Scope	<p>The scope of work identified is based on the Consultants understanding of the work required to complete the project at the time of this proposal. In light of occurrences or discoveries that were not originally contemplated by or known by the Consultant, the Consultant may be required to discuss with the Client a change in the scope of the project, which may require a revision to this agreement. Should such a situation arise, the Consultant shall identify the changed conditions which make such discussions necessary and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this agreement in order to continue to meet the Clients' needs. If an agreement cannot be reached on the change in scope, the Client agrees that the Consultant has the absolute right to terminate this agreement.</p>
Mediation	<p>All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof shall be decided by mediation, unless the parties mutually agree otherwise.</p>
Limitation of Liability	<p>For purposes of limitation of liability provisions contained herein, the Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf, and as agent on behalf of its employees and principals.</p> <p>The Consultant's liability to the Client in Contract and Tort is limited to the total amount of the fee paid for professional services.</p> <p>The Client expressly agrees that the Consultants' employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the Consultants' employees or principals in their personal capacity.</p> <p>No other party shall rely on the Consultants' work without the express written consent of the Consultant.</p>

Standard Conditions of Service – Cont'd

Governing Law The laws of the Province of Ontario will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.

Assignment Neither party shall assign responsibilities without the written consent of the other.

Termination The Client or the Consultant may terminate this Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective 14 calendar days after receipt of such notice.

Irrespective of which party shall effect termination or the cause therefore, the Client shall, within 30 calendar days of termination, remunerate the Consultant for services rendered and costs incurred, in accordance with the Consultants prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

Suspension Upon 14 calendar days written notice to the Consultant, the Client may suspend the Consultants work. If payment of the Consultants invoices is not maintained on a 30 calendar day current basis by the Client, the Consultant may, by 14 calendar days written notice to the Client, suspend further work until payment is restored to a current basis. Suspension for any reason exceeding 45 calendar days shall, at the Consultants option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Consultant, and the Consultant shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Standard Conditions of Service – Cont'd

Suspension – Cont'd Compensation to the Consultant shall be based upon the hourly rate identified herein, and the Client's expense reimbursement policy.

Ownership of Documents The Client shall be entitled to a copy of all products including, but not limited to specifications, designs and documents prepared by the Consultant, and may use the documents as required. Documents created for the purposes of this project may not be used by the Consultant for another client without the expressed written consent of the Client.

The Client will fully disclose all relevant information or data pertinent to the Project which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.

The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant entry and ready access to the project site as necessary to enable the Consultant to perform his services.

The Client will give prompt written notice to the Consultant whenever the Client or his representative becomes aware of any defects or deficiencies in the Consultants work.

Standard Conditions of Service – Cont'd

Confidentiality The Consultant acknowledges that during the course of the contract, that the Consultant may gain knowledge of, or have access to confidential, sensitive, or privileged information relating to the business and affairs of the Client. It will be the responsibility of the Client to identify to the Consultant whether or not information is Confidential, sensitive, or privileged.

The Consultant agrees to ensure that all such information is kept strictly confidential and agrees to not reveal to any person or entity, or use any information at any time, except as directed by the Client, or as may be required by law. The Consultant acknowledges that this agreement is of indefinite duration.

The Consultant agrees to use caution with, and will take all reasonable steps required to safeguard the confidentiality of the information.