



Town of Fort Frances

CityWide Budgeting Project Charter

March 9th, 2021

The Public Sector Digest Inc.

148 FULLARTON STREET, 9TH FLOOR, LONDON, ONTARIO N6A 5P3
PHONE: (519) 690-2565 • FAX: (519) 519-649-2010



Contact List

TOWN OF FORT FRANCES ("CLIENT")

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Dawn Galusha	Treasurer	807-274-5323	dgalushas@fortfrances.com

PUBLIC SECTOR DIGEST ("PSD")

NAME	TITLE	TELEPHONE	E-MAIL
Kyle Sym	Account Manager	519-690-2565 Ext. 2641	ksym@psdrcs.com
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Project Deliverables

This document contains a high-level project plan for the Client for delivering an implementation of CityWide Budgeting modules. The proposed schedule, requirements and scope presented in this document are to be refined and updated as client requirements, business and operational goals, and constraints are gathered throughout the project.

The purpose of this project is to implement an Enterprise Budgeting Solution to support the Town of Fort Frances with dealing with the current and future needs of a demanding fiscal environment. PSD will deliver the following items as part of the implementation of the CityWide Budgeting Suite for the Town of Fort Frances. The work will include the following project(s):

1. Operating Plan

Operating Plan provides all the tools required to produce single- or multi-year operating budgets and plans. Users can exercise precise control over the budgeting process while distributing budget preparation and analysis throughout the organization. Users can start the budget at zero or from a prior year. Multiple views and reports can immediately reveal the impact of a budget change on a specific account, department, division or the whole organization.

2. Reporting (Core Module)

CityWide Reporting is a dynamic tool for budget presentation, periodic variance analysis, and financial statement and forecast reporting. The client will be able to summarize data by different categories, drill down into details and even distribute the reports and charts to targeted recipients, all while eliminating the time-consuming task of building the reports in excel.



Project Schedule

The estimated duration of this project is **4-6 months**. The detailed project schedule and Gantt chart will be supplied after the kick-off meeting and will be reviewed and approved in phases as the project progresses. The duration of the project is dependent on multiple factors including client availability as well as data activities.

Note that Client time and resources will be required regularly throughout the project. It is expected that the Client will provide data and additional inputs for each stage as well as review and provide feedback on the deliverable for each stage.

Project Communication

Due to the size and scope of the project, clear and efficient communications between the Client and PSD is vital to project success. In the kick-off meeting, the main point of contact for PSD and the Client will be decided upon and the Client will be introduced to PSD's Project Management Tool, Mavenlink, in which clients can have access to view the progress of the project. All high-level client communications, including project progress updates, scheduling future meetings/workshops and sending of data should be done between these individuals unless stated otherwise throughout the project. In addition, every two weeks starting with the kick-off meeting, the PSD Project Manager will provide a project status update that includes progress of tasks completed to date and the timelines and milestones of activities moving forward. Alternatively, the client can check project progress, statuses, and updates through Mavenlink.

PSD Software License & Support/Maintenance Agreement

LICENSE TERMS AND CONDITIONS

PSD to:

- Provide an enterprise user license for the use of **CityWide Budgeting – Operating Plan**
- Provide an enterprise user license for the use of **CityWide Budgeting – Core Module**
- Provide user and technical documentation in electronic format.
- Provide software as per agreed in the proposal and as reflected within the pricing chart within this charter.

Town of Fort Frances to:

- Provide to The Public Sector Digest Inc. a purchase order for **\$13,400.00** for an enterprise user license of CityWide Budgeting - Operating Plan and Core and **\$17,600.00** for implementation & consulting services of the above-mentioned CityWide modules.
- Provide to The Public Sector Digest Inc. a purchase order for **\$7,500.00** for Version Protection and Maintenance Support of CityWide software.



Usage Terms: (as per installation)

WARNING. This SOFTWARE is protected by Copyright.

This software is owned by The Public Sector Digest Inc. and is protected by U.S. and Canadian copyright laws and international treaty provisions. Therefore, you must treat the software like any other copyrighted material (for example a book). You may print help text or other documentation on hard copy for your own use.

You may not sell, lease or otherwise make available the software or any of the accompanying materials to a third party. You may not reverse engineer, decompile or disassemble the software.

The terms for your usage of this software are governed by an agreement between your organization and The Public Sector Digest Inc. You are obligated to adhere to the terms of this agreement. If you do not have such an agreement, you are installing this software illegally, and should immediately cease the installation process and return any media to The Public Sector Digest Inc.

Support/Maintenance Terms and Conditions

The first support invoice will be issued after the date of installation, and each subsequent invoice will be issued on the anniversary of that date. Should the licensee opt to discontinue the support service, the invoice should be immediately returned to Public Sector Digest Inc. unpaid, with a letter to that effect.

What the annual support fee entitles the licensee to:

- ✓ **New versions and upgrades to CityWide Budgeting:** All new versions/upgrades of the CityWide Budgeting software suite are provided free of further charge. While the number of new versions and upgrades will differ from year to year, historically we have issued approximately 3 service packs (CityWide Budgeting) a year and a new version once every 12 - 18 months.
- ✓ **Service packs:** Service packs are issued promptly to fix problems reported by customers as well as to deliver minor functionality and performance improvements.
- ✓ **Hotline support:** Unlimited hotline support is available from 8:30 am to 5 pm EST. We will always return your call on the same day and will usually solve any problem within 24 hours.

What the annual support fee does not entitle the licensee to:

- × **Consulting services:** There is sometimes a fine line as to what can be handled as hotline support, vs. a consulting service. While we attempt to handle as much as possible through the hotline service, when a request is made to implement a process change or an enhancement which is specific to a customer, and the advice or work extends beyond a general description of the steps required, we will suggest purchasing additional consulting time to implement the new requirement.



General Terms & Conditions

- ☑ All amounts quoted are in CDN dollars and will be invoiced as such. Applicable taxes are extra. (GST, PST, HST)
- ☑ Consulting rates are as follows:
 - \$1,800 / day or \$225.00 / hour – A day includes 8 hours of services. Request for additional consulting services may be made via e-mail or purchase order from an authorized representative of the Client. This will serve as authorization to perform and invoice the service. Consulting rates are valid for the term of this agreement only.
- ☑ Detailed pricing information is included below.
- ☑ The Client shall pay invoices within 30 days of receipt of the invoice. Any amounts unpaid after the due date shall be subject to a late charge of 1.5% per month.
- ☑ During the provision of the implementation services and for 1 year afterward, customer shall not hire PSD employees or subcontractors involved in the delivery of the services.
- ☑ Public Sector Digest Inc. warrants that the professional services shall be performed by its employees or subcontractors in a manner conforming to generally accepted industry standards and practices. No other warranties, expressed or implied, are made with respect to the services or goods to be supplied by Public Sector Digest Inc. hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.
- ☑ The liability of either party to the other or to any third party for any claim of any kind arising out of this Purchase Agreement is limited to monetary damages, and the aggregate amount of such liability for all claims of any kind relating to any particular product or service is limited to the fees paid to Public Sector Digest Inc. under this Agreement for the particular product or service which gave rise to the claim. Under no circumstances shall Public Sector Digest Inc. be liable to customer or any third party for indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, even if Public Sector Digest Inc. has been advised of the possibility of such damages.



Project Budget

Core Components	Price
Model Admin, Security Admin, Job Scheduler, Report Writer and Report Distributor and Software Installation	\$3,900.00
Total Core Components	\$3,900.00

Operating Plan	
Base Software Cost (Enterprise License - Unlimited Users)	\$9,500.00
Total Software	\$9,500.00
Implementation	
Implementation Planning/Needs Assessment	\$2,700.00
Interface Development To/From Financial System	\$2,700.00
Standard Configuration	\$5,000.00
Report/Custom Development	\$1,800.00
Administrator User Training and Documentation	\$3,600.00
End User Training and Documentation	\$1,800.00
Total Implementation	\$17,600.00
Total Operating Plan	\$27,100.00

Total Software and Implementation Costs	\$31,000.00
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Annual Support/Maintenance	
Operating and Core	\$7,500.00

Terms of Payment

- ☒ Software and Implementation services will be invoiced in **4 equal monthly amounts** for the above CityWide Budgeting modules. The last invoice will not be issued until project signoff by the client. The first billing will start **April 30, 2021**.
- ☒ Version Protection and Maintenance Support will be invoiced **July 31, 2021**. Subsequent year's maintenance will be invoiced annually from that date.
- ☒ Version Protection and Maintenance Support will be limited to a maximum annual escalation of 5%.
- ☒ Payments are due NET 30 days from the date of invoicing.
- ☒ Taxes are extra where applicable. (HST, GST, State)
- ☒ PSD expenses such as mileage, accommodation and meals are extra where applicable and subject to prior written approval by the Client.



Additional Considerations

This document has been prepared specifically for the Client. This proposal and all of its associated pricing shall remain valid for **30 calendar days from the date of issue**.

Ownership and Confidentiality

All Client data stored within the CityWide applications remains the legal ownership of the Client and can be extracted and used without restriction. PSD shall treat as confidential all information obtained by PSD for and from the Client as well as all information compiled by PSD under this Agreement for the Client, including without limitation: business and marketing information, technical data, programs, source codes and other software, plans and projections.

Security

PSD performs regular security audits of our systems to ensure current updates and patches are applied on all hardware, along with updated antivirus software. All users are forced to use secure passwords which are stored on the server only in encrypted format. Nightly backups are done off-site. The PSD Firewall is configured to only allow traffic to enter the network for required services such as our web server.



Authorization

This contract shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations: Town of Fort Frances and The Public Sector Digest Inc.

Terms and Assumptions Accepted between:

Town of Fort Frances

320 Portage Ave.

Fort Frances, Ontario, P9A 3P9

By: _____
(Print Name)

(Signature)

(Date)

By: _____
(Print Name)

(Signature)

(Date)

The Public Sector Digest Inc.

148 Fullarton Street, 9th Floor

London, Ontario, N6A 5P3

By: _____
(Print Name)

(Signature)

(Date)

Additional information required to be completed by Customer

Does your company require a Purchase Order (PO) before issuing payment?

NO ☐ YES ☐ The PO # for this order is: _____

All PSD invoices shall be directed to:

Accounts Payable Contact: _____

Telephone: _____

Accounts Payable Email Address: _____

Billing Address: _____