



**This AGREEMENT made in duplicate this day \_\_\_\_\_**  
**BETWEEN:**  
**THE CORPORATION OF THE TOWN OF FORT FRANCES (the "Town")**  
**- and -**  
**Doug Brown**

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**WHEREAS:**

1. The Town requires a Chief Administrative Officer to among other things perform the duties (as "Duties" is defined in paragraph 1(a) of this Agreement);
2. Doug Brown has applied to the Town for the position of Chief Administrative Officer and;
3. The Town has, subject to and upon the terms and conditions contained in this Agreement, agreed to engage Doug Brown as Chief Administrative Officer;

**NOW THEREFORE:** The Town of Fort Frances and Doug Brown (the "Parties") agree as follows:

1. In this Agreement and any schedules attached to it the word:
  - a) "Duties" shall mean and include the work duties and otherwise to be performed by Doug Brown for and during the Term (as "Term" is defined in paragraph 1(c) of this Agreement) as set out in Schedule "A" attached to and forming part of this Agreement (Schedule "A");
  - b) "Entity" means any person, corporation, government agency or otherwise;
  - c) "Term" means the period commencing July 4, 2016, subject to paragraph 2 of this Agreement and;
  - d) "Total Payable" means, subject to paragraph 2(b) and 2(c) of this Agreement the total of any amounts payable by the Town to Doug Brown as set out in Schedule "B" attached to and forming part of this Agreement (Schedule "B").
2.
  - a) Subject to paragraph 2(b) and 2(c) of this Agreement, the Town agrees to engage Doug Brown to perform the Duties for the Term.
  - b) Notwithstanding anything contained in this agreement Doug Brown may terminate this agreement by giving the Town thirty (30) days' written notice. Upon receipt of such notice, the Town at its sole discretion, may, by notice in writing, specify an earlier termination date, however, regardless of the termination date Doug Brown shall be paid the outstanding portion of salary, benefits, vacation and perquisites to equal thirty (30) days' notice.

- c) The Town may terminate this agreement without cause, upon giving Doug Brown the following:
  - i. the Town shall provide Doug Brown thirty (30) days written notice; and
  - ii. any accrued and unpaid base salary (subject to normal withholding and other deductions) to the effective date of termination of his employment, plus any vacation pay statutorily due and owing; and
  - iii. the Town shall pay to Doug Brown, the greater of, a salary continuance equivalent to twelve (12) months of his base salary, bonus and perquisite payment, less any applicable statutory deductions OR *Employment Standards Act, 2000* entitlements; and
  - iv. the Town shall continue to provide benefit coverage for Doug Brown for the statutory notice period subject to the terms of the applicable benefit(s) plans.
- d) The Town may terminate this agreement with cause. Notwithstanding anything contained in this Agreement, the Agreement and the employment of Doug Brown may be terminated for just cause without notice or payment in lieu of notice. In such a case, the Town shall have no further obligation to Doug Brown except for payment of all amounts due and owing up to the date of the termination.
- e) Doug Brown acknowledges and agrees that:
  - i. the notice period set out in paragraph 2(c) of the Agreement is sufficient and reasonable; and
  - ii. payment by the Town as provided for in paragraph 2(c) shall be in full and final settlement of any and all claims, demands, actions and suite whatsoever including at common law which Doug Brown has or may have against the Town, its Affiliates and any of their directors, officers, employees and their successors and assigns. Doug Brown further agrees, that if required by the Town, he will sign a release in favour of the town; and
  - iii. if he has performed or commenced the duties prior to his execution of this Agreement, such performance, commencement or otherwise shall in no way affect the validity, enforceability or otherwise of this Agreement.

3. Doug Brown:

- a) shall perform the Duties and obligations under this Agreement, as he has indicated he can, to the satisfaction of the Town and in accordance with Town policies and procedures;
- b) acknowledges that as CAO he will acquire information about certain matters and things which are confidential to the Town, its employees and persons with whom the Town has *bona fide* business dealings. Doug Brown agrees to maintain all confidential information in strictest confidence (subject to applicable federal or provincial laws), and agrees not to disclose such confidential information to any third party either during the term of this Agreement (except as may be necessary in the proper discharge of his employment), or after the term of his employment, for any reason, except with written permission of the Town.

- c) shall not, directly or indirectly, engage in any business, commercial or professional activity without the written consent of the Town which shall determine, in its absolute discretion, whether such activity interferes with the business of the Town or with the performance of duties by Doug Brown hereunder;
  - d) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make comment to Town employees, or members of the public which are derogatory towards the Town;
  - e) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make or contribute to commentary on social media which is derogatory towards the Town;
  - f) shall be required to act in accordance with his obligations under this Agreement;
  - g) has been advised to consult his solicitor as to this Agreement and the matters contained in it, prior to execution of this Agreement, if he so desires;
  - e) agrees that he has entered into and executed this Agreement of his own free will, without coercion, influence of any kind, or otherwise by or on behalf of the Town, its employees or agents or otherwise.
4. It is understood and acknowledged by Doug Brown that:
- a) Doug Brown's work and performance of the duties, is and shall be subject to review, criticism and otherwise by the Town;
  - b) The Town may require, and Doug Brown shall provide, reports and otherwise as to the progress, performance and otherwise of his/her obligations under the Agreement and otherwise; and
  - c) The Town shall not be in any way liable to Doug Brown or anyone on his behalf or otherwise in respect of any decision made, action taken, or otherwise, by the Town pursuant to or under paragraphs 2(c), 4, or otherwise, of this Agreement.
5. Should any provision or any part thereof of this Agreement be illegal or not enforceable, such provisions or part thereof shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force and be binding upon the Parties as though the illegal or non-enforceable provision had never been included.
6. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, (iii) sent prepaid by telecopy, fax or similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed, in the case of notice to the Town:

Attention: Mayor & Council  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

And in the case of Doug Brown, as follows:

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by fax, telecopy or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party may change any particulars of its address for notice by notice to the other Party in the manner aforesaid.

7. This agreement and everything contained in it shall enure to the benefit and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be of each of the Parties.
8. This Agreement constitutes the entire Agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
9. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing and signed by the Town and Doug Brown.
10. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
11. The parties hereto agree to execute such documents, assurances, certificates or the like as may from time to time be reasonably requested, required or desirable in order to give full force and effect to this Agreement, the matters contemplated herein and to its and their intention.
12. This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Ontario.

SIGNED AT FORT FRANCES this day: \_\_\_\_\_

IN WITNESS THEREOF (THE CORPORATION OF THE TOWN OF FORT FRANCES)

\_\_\_\_\_  
( Mayor )

\_\_\_\_\_ { AND } \_\_\_\_\_  
( Clerk ) (Doug Brown)

This is Schedule "A" ATTACHED TO AND FORMING  
PART OF THE Agreement made between  
The Corporation of the Town of Fort Frances and  
Doug Brown

Dated: \_\_\_\_\_

The duties of Doug Brown shall be:

1. As set out in this Schedule "A"; namely the letter of confirmation dated June 23, 2016 and the Position Description.
2. Such further and other duties, work and otherwise as assigned, directed and otherwise by the Town.

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This is Schedule "B" ATTACHED TO AND FORMING  
PART OF THE Agreement made between  
The Corporation of the Town of Fort Frances and  
Doug Brown

Dated: \_\_\_\_\_

The Town agrees, subject to paragraph 2 of the Agreement to which this Schedule "B" is attached, to pay Doug Brown for the Duties as follows:

- a) Bi-weekly based on an annual remuneration of \$ \_\_\_\_\_ plus fringe benefit package as directed by the Town in its sole absolute and unfettered discretion in keeping with benefit packages received by management personnel of the Town of Fort Frances.
- b) Vacation entitlement shall be as per the Town's Management/Non-Union Benefits Policy. Notwithstanding said Policy, Doug Brown shall be entitled to carryover unused vacation credits up to a maximum of one-half (1/2) of his vacation entitlement in a given calendar year, which shall be first used in the calendar year immediately following the year from which it was carried over; failing that, said carried over vacation credits would be paid as monies in lieu of vacation leave at the rate of pay for which the credits would have ordinarily been compensated.