



**Land Use and Economic Development Feasibility Study for the
Redevelopment of the Shevlin Woodyard and Gateway to Market Square**

THIS AGREEMENT made in duplicate this 7th day of JANUARY, A.D. 2020

BETWEEN:

HTFC INC.

(Including its officers, partners, employees and sub-consultants,
hereinafter called "HTFC")

- and -

THE TOWN OF FORT FRANCES

(hereinafter called the "Client")

WHEREAS the Client wishes to undertake the professional consulting services as described in 'Schedule A – Terms of Reference' attached (hereinafter called the "Project");

AND WHEREAS HTFC has submitted a proposal to undertake the Project, as described in 'Schedule B – HTFC Proposal' attached; which proposal has been accepted by the Client;

NOW THEREFORE the Client and HTFC covenant and agree with each other as follows:

1. The preamble hereof shall form an integral part of this agreement.
2. HTFC shall provide services to the Client commencing immediately unless otherwise agreed to in writing by all parties hereto.
3. HTFC covenants and undertakes to provide:
 - a) Professional services in accordance with HTFC's Proposal dated December 18, 2018.
4. The Client agrees to pay HTFC a total fee of \$128,870, HST not included, as 'Schedule B' attached; this amount includes an allowance for disbursements as described in the proposal, which will be charged at cost plus 10% administration fee.
5. The Client agrees to pay HTFC monthly based on the work completed and accepted by the Client.
6. HTFC shall well and faithfully serve the Client, shall not disclose the private affairs of the Client or any matter of confidentiality of the Client to any person.
7. HTFC accepts no responsibility for any errors or omissions in any information that HTFC receives from any third party.
8. For the purpose of this agreement, any notice to the Client by HTFC shall be addressed to: Doug Brown, CAO, Town of Fort Frances, 320 Portage Avenue, Fort Frances, ON,



P9A 3P9; and any notice to HTFC shall be addressed to Glen Manning, Principal, HTFC Planning & Design, 500-115 Bannatyne Avenue East, Winnipeg, Manitoba R3B 0R3.

9. This Agreement may be cancelled upon two weeks written notice. In the event of cancellation of this Agreement, the Client will pay, upon receipt of an invoice and supporting documentation, such compensation as HTFC may be entitled to receive under this Agreement for work completed up to the date that notice of cancellation is received by HTFC.
10. This document and the proposal package contain the entire agreement between the parties. There are no undertakings, representations, or promises, expressed or implied, other than those contained in this Agreement.
11. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
12. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, and administrators.
13. In an effort to resolve any conflicts that arise with respect to the Project, the Client and HTFC agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.
14. To the maximum extent permitted by law, the Client agrees to limit the liability of HTFC to the amount of the total Fixed Fee earned on the project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Initial:

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date aforementioned.

HTFC INC.

Per: G. Manning
Authorized Signatory

Glen Manning, Principal

Name and Title

CLIENT

Per: _____
Authorized Signatory

Name and Title

Per: _____
Authorized Signatory

Name and Title