

NETWORK COMPUTER/GIS SERVICES AGREEMENT

THIS AGREEMENT dated for reference the _____ day of _____, 2023.

BETWEEN:

DISTRICT OF MACKENZIE
Bag 340, 1 Mackenzie Boulevard
Mackenzie, BC
V0J 2C0
(hereinafter referred to as the "District")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF FRASER-FORT GEORGE
155 George Street
Prince George, BC
V2L 1P8
(hereinafter referred to as the "Regional District")

OF THE SECOND PART

WHEREAS:

1. The District requires varied levels of technical expertise and assistance on a contract basis to help plan, implement and maintain the District's GIS System and the District's computer related network and mobile phone systems;
2. The Regional District can provide the services required by the District; and
3. The parties have agreed that the Regional District will provide computer and GIS support services to the District at its offices and remote sites under the terms of an agreement.

WITNESSETH that the parties hereto agree as follows:

1. APPOINTMENT

The District retains the Regional District to provide the services (herein called the "Services") described in Appendix "A" attached hereto and forming a part hereof. The District's Contract Representative will, on behalf of the District, administer this contract and its provisions.

2. CONTRACT REPRESENTATIVES AND SERVICE REQUESTS

The District shall appoint a contract representative (herein called the "Contract Representative") who is deemed authorized to request and coordinate services under this Agreement. The District shall also provide a list of alternate contract representatives who are deemed authorized to request services under this Agreement in the absence of the Contract Representative.

3. SCHEDULE

The schedule for the Regional District technical staff working on the District's IT/GIS System shall be as determined by the District's Contract Representative and agreed to by the Regional District. This schedule shall be flexible to accommodate projects and respond to emergencies at either the Regional District's or the District's offices.

4. TERM

4.1. Term of Agreement

The Regional District will provide the Services as outlined in Appendix "A" for IT Services and Appendix "B" for GIS services during a two-year period commencing April 1, 2023.

4.2. Termination

The Agreement may be terminated prior to the end date upon one party giving the other party 180 days written notice of early termination of this Agreement at which time there shall be no further obligations, except for any outstanding amounts due and payable. The District shall honor any and all purchases and installations requested prior to the notice of termination.

In the event of the breach or non-performance of any of the covenants, conditions and agreements contained in this Agreement to be performed by either party, the other party reserves the right to terminate this Agreement without notice.

4.3. Renewal

This Agreement may be renewed for an additional 2 year term upon mutual agreement by RDFFG's Manager of IT Services and the District's contract representative. Should the contract be renewed, the parties may choose to amend the contract rate to reflect inflationary increases.

5. PAYMENT

The District will pay to the RDFFG, in full payment and reimbursement for providing the Services under this Agreement, an amount of \$50,000.00 plus GST paid biannually in payments of \$25,000 plus GST for IT and GIS Services. The annual fees will be subject to an annual review, by both parties and based on the RDFFG's cost increases and the amounts and levels of service provided. The RDFFG will accept such fees and expenses as full payment and reimbursement as aforesaid.

The District shall reimburse the Regional District for any costs for equipment, software, materials or other disbursements the Regional District, acting reasonably, incurs in connection with the provision of services under this agreement. The Regional District shall obtain written or email authorization of the District's Contract Representative before incurring any costs in excess of \$200.00 not referred to in this document.

The District shall reimburse the Regional District mileage at the Provincial Government Rate, meals and the hotel room cost. Every effort will be made to minimize trips using remote management technology.

The District will reimburse the Regional District on a monthly basis for their mobile phone usage. The reimbursement will be based on actual usage billed by the Provider under the Regional District's plan. If any disputes arise related to the monthly billings, the Regional District will resolve the issue with TELUS and any related credits, will reduce the District's subsequent billings.

6. RECORDS

The Regional District will maintain accurate daily records of the Services, providing details of level of service, time logs, description of service calls and resolution thereof and will submit same to the District's Contract Representative on a monthly basis.

7. INDEPENDENT CONTRACTOR

It is understood that the Regional District shall, in providing the contracted services for the mutual benefit of the District and the Regional District, and except as indicated otherwise, be operating as an agent of the District. All support personnel are and will remain the employees of the Regional District of Fraser-Fort George. As such the District has no liabilities for WCB, Employment Insurance, or Canada Pension Plan premiums; as well as vacation pay, payment for statutory holidays or sick leave.

The Regional District will not in any manner whatsoever commit or purport to commit the District to the payment of any money to any person, firm or corporation.

8. OWNERSHIP

The material produced, received or acquired by, or provided by the District to the Regional District as a result of this Agreement and any equipment, machinery or other property provided by the District to the Regional District as a result of this Agreement will:

- be the exclusive property of the District; and
- forthwith be delivered by the Regional District to the District's Contract Representative upon the District giving written notice to the Regional District, requesting delivery of same, whether such notice is given before, upon or after the expiration or sooner termination of this Agreement.

Keys provided by the District to the Regional District shall not be copied.

9. CONFIDENTIALITY

The Regional District will treat as confidential and will not, without the prior written consent of the District, publish, release or disclose, or permit to be published, released or disclosed, either before or after the expiration or sooner termination of this Agreement, material or any information supplied to, obtained by, or which comes to the knowledge of the Regional District as a result of this Agreement except insofar as such publication, release or disclosure is necessary to enable the Regional District to fulfill its obligations under this Agreement.

The Regional District shall warrant that all information contained in the District's computer systems remains confidential and shall not be disclosed to anyone without the written consent of the District. Furthermore, the Regional District agrees to have all employees working on the District's systems to sign a Non-Disclosure Agreement attached hereto as Appendix "C".

10. ASSIGNMENT AND SUB-CONTRACTING

No sub-contract entered into by the RDFFG will relieve the RDFFG from any of its obligations under this Agreement or impose any obligation or liability upon the District to any such sub-contractor.

11. INDEMNITY and SAVE HARMLESS

The District agrees to indemnify the RDFFG against any and all third party claims including legal defense costs to defend against such actions alleging loss or damages resulting out of the performance of this Agreement. It is understood that such indemnification will not apply with respect to losses or damages arising out of the willful misconduct or illegal activity of the RDFFG or its employees.

The District agrees to save the RDFFG harmless for any loss, damage or breakdown to the District's property and equipment including any indirect, economic or consequential losses whatsoever that may arise.

The RDFFG agrees to save the District harmless for any loss, damage or breakdown to RDFFG property and equipment located at the District's facilities including any indirect, economic or consequential losses whatsoever that may arise.

It is understood that any equipment and materials purchased by the RDFFG on behalf of the District shall be treated as the District's property.

12. NON-WAIVER

No provision of this Agreement and no breach by the RDFFG of any such provision will be deemed to have been waived, unless such waiver is in writing signed by the District.

The written waiver by the District of any breach of any provision of this Agreement by the RDFFG will not be deemed a waiver of such provision or of any subsequent breach of the same or any other provision of this Agreement.

13. TOOLS AND EQUIPMENT

The RDFFG shall be responsible for providing such tools and equipment as may be required to perform the work of the contract. In the event that specialized tools are required to perform duties assigned, they shall be provided by, and remain the property of, the District.

14. WARRANTY

The RDFFG shall use all reasonable efforts to provide the Services hereunder to the District to the same standard as it provides internally at the Regional District.

The RDFFG shall take all reasonable precautions to ensure that the District's Computer Systems are continually on-line, stable, secure and protected from internal and external threats of sabotage, theft and corruption.

15. LICENSES, PERMITS AND INSURANCE

The RDFFG shall obtain all licenses, permits and insurance required under the Laws of the Province of British Columbia with regard to its own activity under this contract.

The RDFFG shall maintain a minimum \$5,000,000 comprehensive general liability insurance coverage for the duration of the Agreement.

16. NOTICE

Any notice, which may be required to be given to either party, shall be well and sufficiently given if given by prepaid registered mail addressed to such party at the address contained at the beginning of this contract or delivered in person.

17. MISCELLANEOUS

This Agreement will be governed by, and construed in accordance with the laws of the Province of British Columbia.

This agreement shall supersede and nullify all previous computer services agreements made between the District and the RDFFG whether expressed or implied.

18. INTERPRETATION

In this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine or neuter, as the case may be, had been used where the context or the parties hereto so require.

The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

Signed and sealed by the
duly authorized representatives
of the District of Mackenzie

Name

Title

Name

Title

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Signed and sealed by the
duly authorized representatives
of the Regional District of Fraser-Fort George

Name

Title

Name

Title

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APPENDIX "A"

Network Services

The Regional District shall provide computer support services to the District offices, between 8:00 am and 5:00 pm Monday to Friday.

The Regional District will:

1. Assist District staff to plan, implement, troubleshoot and manage the District's Corporate systems;
2. Provide consulting, research and liaising services to the District;
3. Provide direction to RDFFG services technicians to install, maintain and repair all computer network and desktop equipment the District's offices. Arrangements will be made by the District's Contract Representative for equipment to be brought into the RDFFG's office for maintenance and/or repair by RDFFG staff. If time is of the essence, arrangements will be made by the District's Contract Representative for local area contractors or District staff to do the work at the District's expense;
4. Provide disaster recovery planning assistance and services as required by the District's appointed Contract Representative;
5. Assist the District to compile computer use policies, practices and procedures that facilitate efficiency and best practices;
6. Provide assistance with project cost analysis and budgeting for future growth;
7. Install, maintain and repair all computer network and desktop equipment not otherwise under other warranty or service agreements, at the District's offices;
8. Install, configure and troubleshoot software applications;
9. Provide hardware and software support to all printers and desktop PCs on the District's LAN/WAN computer system;
10. Ensure system problems affecting multiple users on the District's LAN/WAN that are deemed to be urgent are responded to in not more than one business hour. "Urgent" requests will be determined by the District's Contract Representative;
11. Ensure desktop or printer problems are responded to by the next business day;
12. Report computer system deficiencies;
13. Provide additional services as scheduled and agreed to in advance by both parties. Including website support, EOC and after hour events and activities;
14. Provide installation and maintenance services for the District's mobile phone systems, under the RDFFG's plan and contract with current provider;
15. Provide spam filtering and virus filtering of email;and
16. Assist with the day to day operation of the phone system. Repairs to be done on a best effort but the District will have a support agreement for major issues.

APPENDIX "B"

GIS Services

The Regional District shall provide GIS support services to the District of Mackenzie between 8:00 am and 5:00 pm Monday to Friday.

The Regional District will:

1. In cooperation with the District's staff, plan, implement, troubleshoot and manage a functional corporate GIS that will store, retrieve, manipulate, and display spatially referenced maps and data required for the District to support daily operations.
2. Provide secure access to the RDFFG web based GIS Services.
3. Provide professional advice on data collection procedures.
4. Build and maintain a secure and recoverable data store.
5. Respond to unexpected, or emergency situations that require GIS services
6. Provide consultation services regarding future growth of the GIS that will increase productivity, services to the public, and aid in planning and development.
7. Provide user support involving access to external GIS data sources, and the use of portals for such access.
8. Customization of the GIS to support specific needs of the District.
9. Provide training for the use of the GIS and on-going support thereof.
10. Research on land parcel ownership within the District.
11. Bring data deficiencies or errors to the attention of the District.
12. Provide after hours services as scheduled and agreed to in advance by both parties.

APPENDIX "C"

Non-Disclosure Agreement

DISTRICT OF MACKENZIE
Bag 340, 1 Mackenzie Boulevard
Mackenzie, BC
V0J 2C0

Dear Sirs/Mesdames:

Re: Acknowledgment of Confidentiality and Non-Disclosure

In consideration of the opportunity to perform work on behalf of the District of Mackenzie in connection with the District's IT/GIS system, the undersigned acknowledges and agrees as follows:

- (a) while working at the District the undersigned may acquire or observe information which is confidential to the Regional District, including but not limited to the notes, data, sketches, drawings, memoranda, records, diskettes, written correspondence, email messages, facsimile transmissions and information belonging to third parties that the District has an obligation to hold in confidence ("Confidential Information");
- (b) such Confidential Information could be used to the detriment of the District and its disclosure by the undersigned could cause irreparable harm to the District;
- (c) the undersigned undertakes to treat all information acquired or observed by him or her while working at the District as Confidential Information and not to disclose it to any third party or to use it for any purpose, either while working at the District, except as may be necessary in the proper discharge of his or her duties, or for any reason after ceasing to work at the District, except with the written permission of the District;
- (d) all rights, title, interest in and to Confidential Information, whether or not developed or created by the undersigned, will be and remain the exclusive property of the District;
- (e) all notes, data, sketches, drawings, memoranda, records, diskettes, written correspondence, email messages, facsimile transmissions and other material produced by the undersigned or coming into his or her possession by or through his or her work at the District, shall belong exclusively to the District and the undersigned agrees to turn over to the District copies of any such materials in his or her possession or under his or her control forthwith at the request of the District or, in the absence of a request, at the cessation of his or her work at the District; and

Appendix "B" Cont'd:

(f) none of the foregoing creates or shall be deemed to create an employer-employee relationship between the District and the undersigned.

The foregoing was READ AND UNDERSTOOD and is AGREED TO by the undersigned this ____ day of _____, 202__.

Yours truly,

Witnessed by:

Signature

Print Name

Phone Number

Print Name

Accepted by Regional District of Fraser-Fort George
by its authorized signatory(ies):

Signature(s)

Print Name(s)

Date

END OF DOCUMENT