

Purchase of Services Agreement

Between

The Corporation of the County of Peterborough (“County”)

and

Peterborough County OPP Detachment Board (“Client”)

1. Agreement Term

- 1.1 This Agreement is between the **Peterborough County OPP Detachment Board**, herein referred to as the Client, and **The Corporation of the County of Peterborough**, herein after referred to as the County.
- 1.2 The term of this Agreement (the “Term”) shall be one (1) year, from the Effective Date, January 1, 2025, to December 31, 2025; with an automatic annual renewal thereafter. Either party shall give at least 180 days written notice prior to the end of the Term of intent not to renew this Agreement, if such renewal were to be available.
- 1.3 The Agreement shall be reviewed annually in June of the current term to address any necessary adjustments or modifications.
- 1.4 If the Client terminates the contract, the transfer will be treated as project services, and a Statement of Work (SOW) will be prepared by the County and approved by the Client.

2. Fees and Payment Schedule

- 2.1 In accordance with the County’s Tariff of Fees By-law the County sets its fees to member municipalities at a level that allows it to cover its costs only.
- 2.2 Managed Services (a)

- 2.2.1 Under this agreement it, the in-scope services supplied by the County to the Client will be charged at the set rate of \$700.00 per month until June 30, 2025.
 - 2.2.2 If other services are required, they will be billed to the Client in accordance with the County's Tariff of Fees By-law.
 - 2.2.3 If out-of-scope services are required, they will be approved by the County and a SOW will be prepared by the County and approved by the Client.
 - 2.2.4 The County will provide a quarterly statement to advise the Client of the actual number of hours worked by the County.
 - 2.2.5 The cost of this purchase of services agreement under section 2.2.1 will be reviewed annually in June and confirmed for the following year upon approval by the County and the Client and confirmed in the Client's annual budget.
- 2.3 Project Services (b)
- 2.3.1 Fees for Project Services are based on an approved Statement of Work (SOW, Appendix B) between the Client and the County which will outline the billing schedule. Project work will be billed on an 'hours worked' basis in accordance with the County's Tariff of Fees By-law, unless overtime is required and agreed to in the SOW in which case it will be billed at a rate of one and half times the base rate.
- 2.4 All invoices will be subject to a late payment charge of 1.5% simple interest to be calculated upon the balance owing after 30 days.

3. Taxes

- 3.1 All fees are exempt from HST.

4. Contract Management

- 4.1 The County's CAO will be the County's Contract Manager and will be responsible for the delivery of monthly administrative services. The County may also assign a designate(s).
- 4.2 The Client will assign a Client Contact to act as the Client Contract Manager, who will liaise with the County's CAO. The Client may also assign a designate(s).

5. Services

- 5.1 The County services are outlined in Appendix A.
- 5.2 If third-party charges are required in order to resolve any issues, these will be passed on to the Client after first receiving authorization from the Client Contact or designate authorization to incur them.

6. Minimum Standards Required for Services

- 6.1 The County's services will be in compliance with all legislated requirements, including but not limited to, Employment Standards, Human Rights, and Occupational Health and Safety.

7. Exclusions

- 7.1 Services rendered under this Agreement does not include:

- a) External legal support or advice that may be required.

Project Services, work outside the scope of core tasks as documented in Appendix A, will be handled according to the approach outlined in Appendix B.

8. Coverage

- 8.1 The Client will be provided with dedicated board support/administrative resources for the monthly Client meeting.

9. Response and Resolution

- 9.1 The Client and County agree that in the event that provision of services is interrupted by reason of an Excusable Delay, that such delays shall not constitute poor performance.
- 9.2 Should the performance of the County not meet the Client's satisfaction, the Client Contact should first discuss the problem with the County CAO.

10. Annual Review

- 10.1 The CAO of the Client should meet annually in June to review the (i) most recent quarterly update, (ii) overall performance of the County services and (iii) to discuss any amendments to this Agreement.
- 10.2 At this time, Appendix A may be amended to reflect changes in service provision.

11. Assignability

- 11.1 From time to time the County may be required to engage the services of contractors for work performed as part of this agreement. In such cases,

the County will be responsible for ensuring that contractors abide by the rules governing this agreement.

12. Confidentiality & Privacy

- 12.1 The County shall operate in accordance with all applicable privacy legislation and will maintain appropriate security procedures to protect personal and other Confidential Information provided by the Client to the County.
- 12.2 The County will comply with the Client's direction in updating or destroying personal information provided by the Client to the County.
- 12.3 Each party shall keep confidential all Confidential Information and documentation relating to the other party. Each party shall not disclose or divulge information to any third party without prior written consent of the other party, unless otherwise required by law.
- 12.4 The County will take appropriate action to ensure that all persons who are given access to any Confidential Information are bound by the obligations of this Agreement.
- 12.5 The Client agrees that, if the Client inadvertently receives from the County any data relating to another customer of the County or the County itself, in any form, the Client shall immediately advise the County, and shall make no use of the data for its own benefit. The County agrees that, if the County inadvertently receives from the Client any data relating to another contact of the Client or the Client itself, in any form, the County shall immediately advise the Client, and shall make no use of the data for its own benefit.
- 12.6 The terms of this Section shall survive termination of this Agreement.

13. Liability

- 13.1 In no event shall the County be held liable for indirect, special, incidental, exemplary, or economic consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, goodwill, loss of use of equipment, lost data, costs of substitute equipment, anticipated savings incurred in connection with the Services of the Agreement, or other costs.

14. General

- 14.1 **Paramountcy.** In the event of any conflict or inconsistency between the terms of this Agreement or any SOW, unless otherwise provided in the

SOW expressly stating that it is intended to amend this Agreement by cross referencing the applicable section of the Agreement to be overridden, such conflict or inconsistency shall be resolved in accordance with the following priority: (i) this Agreement and (ii) the SOW.

- 14.2 **Entire Agreement.** This Agreement, together with all Appendices attached hereto and any agreements and other documents to be delivered pursuant to this Agreement, constitute the complete agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. This Agreement may be amended only in a writing that refers to this Agreement and is signed by both parties.
- 14.3 **Invalidity.** If any provision contained in this Agreement and/or any SOW is inconsistent or in conflict with any applicable laws, the County may require, upon notice to the Client, that the provision be amended to the extent necessary to resolve such inconsistency or conflict, and such amendment shall be made pursuant to the Change Order Process (provided that the parties shall expedite that process to the extent reasonably possible). Notwithstanding the foregoing, if any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby.
- 14.4 **Assignment.** Neither party may assign this Agreement or any of its rights or obligations thereunder, in whole or in part, without the prior written consent of the other party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, the County may assign this Agreement in the event of a corporate reorganization of the County or in connection with the sale or transfer of all or substantially all of the County's assets (and to the recipient of such assets).
- 14.5 **Binding on Successors.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 14.6 **Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right to thereafter enforce those rights. No waiver or

consent by any party shall constitute a waiver or consent of a subsequent breach of the same provision of this Agreement.

16. Agreement Authorization

In witness whereof the parties hereto have executed this Agreement on the dates herein written below.

Dated at _____, this _____ day of _____, 202__.

Peterborough County OPP Detachment Board (Client)

Per: _____
Signature

Name and Title

I/we have the authority to bind the Corporation

Dated at Peterborough, this _____ day of _____, 202__

The Corporation of the County of Peterborough (County)

CAO, Sheridan Graham

17. Definition of Terms

Confidential Information: Means all confidential or proprietary data and information in any form disclosed by either party to the other whether before or after the Effective Date and includes, but is not limited to, secrets, trade events, ideas, trade processes, systems, plans, product information, customer information, business and financial information, all data and information concerning either party's software programs and

services including the source code, specifications, computer codes, documentation, or any part or component thereof, and any and all proprietary information and information received from third parties to whom a duty of confidence is owed. Confidential Information does not include information that: (i) is in the public domain, or that falls into the public domain other than by disclosure or other acts of the persons to whom the Confidential Information was given in confidence or through the fault of the same persons; (ii) is already in the rightful possession of the receiving party prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; or (iv) is rightfully obtained by the receiving party from a third party.

Contract Manager:

Means that the County and the Client will appoint a Contract Manager to act as the liaison between the County and the Client.

Excusable Delay:

Means the inability to provide Services under this agreement by reason of fire, earthquake, explosion, flood, other natural disaster or act of God, customer actions, government entities, war, riot, telecommunications or power interruption, unavailability or failure of third-party services that could not be foreseen, or any other cause beyond the reasonable control of the County.

Normal Working Hours

Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding statutory or public holidays when the County administrative offices are closed.

Services

Include, but are not limited to, administrative services.

SOW:

Means Statement of Work, which is a document that describes project work to be undertaken, including scope and a quotation of costs to complete the work. The SOW must be agreed and authorized by both parties before work can begin.

Appendix A: Statement of Work

1. Statement of Work

- 1.1 The following table documents the services covered in this agreement, as required, and as requested.
- 1.2 This Appendix may be amended separately from this overall agreement with the approval of the Client and County.

Description
General
Preparation of Board agendas and minutes.
Preparation of follow-up correspondence with support/direction from the Board.
Setting up Board meetings in a format agreed upon by the Board.
Posting agendas and minutes on County webpage. Each member shall link to this webpage on their individual Township and First Nation websites.
Maintenance of Board records on County SharePoint library.
Financial services regarding expenses and revenue.

- 1.3 Other Services - The County may be requested from time to time to assist the Board with other requirements, including but not limited to Human Resource assistance and financial assistance. These services shall be agreed upon by the Client and County and shall be billed at actual time incurred in accordance with the County's Fees and Charges By-law.

Appendix B: Project Services

- 2.1 At the discretion of the County Executive Assistant, work that falls outside the scope of Appendix A will be considered 'Project Services'.
- 2.2 The Client may request Project Services from the County to support initiatives. They shall do this by initially contacting the County Executive Assistant.
- 2.3 The County will work with the Client to develop a Statement of Work (SOW) that shall document the scope of work, project approach and provide estimates for time and costs required to complete the work.
- 2.4 The following template will be used for SOW's:

Section	Content
Client Project Owner	Client's Project Sponsor / Leader
Title	Project title
Background	Outline about the initiative, what problems its solving, key goals and objectives
Scope of Work	Describe the scope of the project, what the project will implement. Specifics about what is NOT in scope tend to be useful.
Tasks	Outline the key tasks, clearly articulate who's accountable for each task
Schedule / Milestones	Outline the project schedule, document the key milestones, and when they will be achieved
Deliverables	Document the key project deliverables
Timeframe	Document the implementation timeframe, with clearly defined target date
Location of Work	Document where the work will be completed (e.g. onsite, remotely)
Project Controls	Document how project decision making will be handled (e.g. scope changes, etc.)

Section	Content
Acceptance Criteria	Document how the Client will review and sign off on the completed project.
Estimated Costs	Document estimated costs
Approval	Sign off from both parties to agreed SOW

- 2.5 The development of the SOW will not be chargeable to the Client.
- 2.6 Subject to appropriate approvals from the Client Contact and the County Contract Ad, the Project Owner shall then schedule the project.
- 2.7 The Client shall provide at least 2 weeks' notice, to allow for the necessary scheduling of Project Services.
- 2.8 The County Executive Assistant and the Client's Project Owner are responsible for monitoring project progress. Standard project controls, such as change request tracking and approval, will be put in place to handle adjustments to costs, timelines and project scope.

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Appendix C – Contacts

Role	Name	Email
Contract Manager	Sheridan Graham, CAO	sgraham@ptbocounty.ca
Board Administrator	Emmanuel Pinto, EA	epinto@ptbocounty.ca

Client Contact		
Client Contact Designate(s)		

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