

## FORM OF AGREEMENT

**BETWEEN:**

**THE UNITED COUNTIES OF LEEDS AND GRENVILLE**

(referred to as the "Counties")

**AND:**

**Frontline Communications Inc.**

(referred to as the "Supplier")

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

### **1. Contract Documents**

The contract between the parties in respect of:

#### **Maintenance and Support Plan for Fire Services Digital P25 Radio and Paging System**

is comprised of the following documents, which are collectively referred to as the "Contract":

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as Schedule 1;
- (c) the Standard Terms and Conditions, attached hereto as Schedule 2;
- (d) the **IT-2023-02 – Maintenance and Support Plan for Fire Services Digital P25 Radio and Paging System** including any addenda, (the "Solicitation Document"); and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the "Supplier's Submission").

### **2. Interpretive Value of Contract Documents**

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the order

in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

**3. Execution**

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date written below.

**THE UNITED COUNTIES OF LEEDS AND GRENVILLE**

Signature:

Name: Nancy Peckford

Title: Warden

Date of Signature: February 22, 2024

I have the authority to bind the Counties.

Signature:

Name: Geoff Clarke

Title: County Clerk

Date of Signature: February 22, 2024

I have the authority to bind the Counties.

**Frontline Communications Inc.**

Signature:



Name: Bryan Gagnon

Title: C.E.O & President

Date of Signature: February 09, 2024

I have the authority to bind the Supplier.

**Schedule 1 – Schedule of Deliverables, Rates and Specific Provisions**

**A. Description of Deliverables**

As stipulated in RFQ IT-2023-02 Maintenance and Support Plan for Fire Services Digital P25 Radio and Paging System, Appendix D – RFQ Particulars.

**B. Rates and Disbursements**

**B.1 Maximum Fee**

Notwithstanding anything else in the Contract, the total amount payable by the Counties to the Supplier under the Contract shall not exceed Three Hundred Nineteen Thousand, Three Hundred Thirty Five Dollars and Forty Eight Cents (\$319,335.48).

**B.2 Personnel and Rates**

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

N/A

**C. Payment Terms**

The payment terms for the Contract are as follows: Monthly Invoice

The Contractor shall submit an invoice to the Counties on a monthly basis on or before 5<sup>th</sup> day of every month for the work completed up until the last day of the previous month.

All the invoices shall be sent to [AccountsPayable@uclg.on.ca](mailto:AccountsPayable@uclg.on.ca) by email or, to the following address by mail:

Accounts Payable,  
United Counties of Leeds and Grenville  
25 Central Ave W, Suite 100  
Brockville, ON K6V 4N6

**D. Counties and Supplier Representatives**

The Counties Representative and contact information for the Contract is:

Marc Thivierge  
Manager, Information Technology  
25 central Ave West,  
Brockville, Ontario

K6V 4N6

marc.thivierge@uclg.on.ca

The Supplier Representative and contact information for the Contract is:

Bryan Gagnon  
President and CEO  
5490 Cedar Drive  
Ottawa, Ontario  
K4M 1B4

Bryan.gagnon@frontlinecommunications.ca

**E. Term of Contract**

The Contract shall take effect on the April 1, 2024 (the “**Effective Date**”) and shall be in effect for a period of 4 years from the Effective Date, with an option in favour of the Counties to extend the term for an additional period of 2 Years, unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

**F. Specific Provisions**

N/A