

THIS AGREEMENT made the first day of April, 2018.

BETWEEN: **THE CORPORATION OF THE CITY OF GRAND FORKS**
P. O. Box 220
7217 – 4th St
Grand Forks, BC
V0H 1H0

(the “City”)

AND: **THE GRAND FORKS ART GALLERY SOCIETY**
524 Central Avenue
PO Box 751
Grand Forks, BC
V0H 1H0

(Hereinafter called “the Society”)

WHEREAS

- A. The Society desires to enter into an agreement with the City regarding the City providing networking and voice technology hardware and related licencing services;

NOW THEREFORE IN CONSIDERATION of this premises, the services performed by the City to the Society and payments by the Society, the parties agree as follows:

1. Appointment

The Society retains the City to provide the services (the “Services”) as described in Schedule “A”.

2. Term

This Agreement shall be in force for the period of 5 years commencing on April 1st, 2018 and terminating on March 31, 2023. This contract may be altered or extended by mutual agreement by both parties signing an addendum stating the term of the extension, on or before April 1, 2022.

If the Society does not intend to extend the agreement at the end of the term then all physical equipment described in Schedule “A” must be returned to the City by March 31, 2023 and the City will not be under any obligation to continue to pay for any licencing on behalf of the Society.

3. Services and Responsibilities

It is understood that during the term, the City will provide the Services for the Society as described in Schedule “A”.

4. Payment

The City will invoice the Society annually by January 15th for the fee described in Schedule "A" for the current year with payment due on or before February 15th.

5. Indemnification

Each party hereby agrees to unconditionally indemnify and save harmless the other party, their employees, agents and representatives, from and against all loss, liability, costs, charges, claims, damages, expenses, suits or actions (including all costs and all legal fees and all disbursements associated therewith) which may arise as a consequence of, or resulting from, any failure by the indemnitor in connection with:

- (a) any breach, violation or non-performance of any covenant, regulation, condition, or term of this Agreement to be fulfilled, kept, observed, or performed by the indemnitor;
- (b) any act or omission of the indemnitor, or its employees, agents, representatives or contractors;

The indemnity shall survive the expiry or sooner termination of this Agreement.

6. Termination

Notwithstanding any other provision of this Agreement, if the Society fails to comply with any provision of this Agreement, then, and in addition to any other remedy or remedies available to the City, the City at its option, may terminate this Agreement by the City giving written notice of termination to the Society and when such option is exercised, the City will be under no further obligation to the Society, and the Society will be expected to return any hardware set out in this agreement to the City immediately.

Notwithstanding any other provision of this Agreement, either party may terminate the Agreement at any time upon twelve (12) months written notice delivered to the parties at the addresses shown in Section 8 of this Agreement or at such shorter time and in such a manner as may be mutually agreed upon by the parties. The Society is expected to return any hardware set out in this agreement to the City within a twelve (12) months period.

7. Non-waiver

A waiver of any provision or breach by the Society of this Agreement will be effective only if is in writing and signed by the City and will not be deemed to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

8. Notices

Any notice, payment, or any or all of the Material that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received, if delivered personally on the date of such personal delivery or if mailed, on the third business day after mailing in British Columbia by pre-paid post addressed if to the City:

City of Grand Forks
P. O. Box 220
7217-4th Street
Grand Forks, B. C.
V0H 1H0

to The Grand Forks Art Gallery Society
524 Central Avenue
PO Box 751
Grand Forks, BC
V0H 1H0

Either party may, from time to time, advise the other by notice in writing of any change of address, and after the giving of such notice the address specified will be conclusively deemed to be the address of the party giving such notice.

9. Annual Review

The Executive Director for the Society and IT Manager for the City (or their delegates) shall review Schedule "A" annually, and if required, adjust the services provided and/or fees schedule according to the changes that the parties mutually agreed upon.


The annual review should occur on or around October 15th of each year and possible changes must be approved by both parties prior to October 31st of each year for the following year.

The review will include discussions regarding proposed projects/changes for the next year and a general 5 year plan.

IN WITNESS WHEREOF the parties have executed this Agreement this first day of April, 2018.

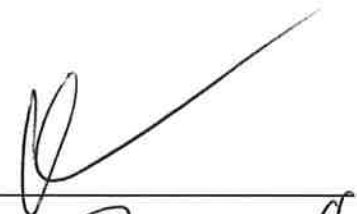
SIGNED, on behalf of
City of Grand Forks


Diane Heinrich
Chief Administrative Officer

Witness 
Daniel Draxler
Name of Witness

SIGNED, on behalf of
The Grand Forks Art Gallery Society


Tim van Wijk
Director/Curator

Witness 
Teresa Perezamsoff
Name of Witness

SCHEDULE A

Fees & Services

Fees

Planned annual payment schedule:

Year	Total
2018	See note below
2019	\$1,400 + applicable taxes
2020	\$1,400 + applicable taxes
2021	\$1,400 + applicable taxes
2022	\$1,400 + applicable taxes
2023	\$1,400 + applicable taxes
2024	\$1,400 + applicable taxes
2025	\$1,400 + applicable taxes
2026	\$1,400 + applicable taxes
2027	\$1,400 + applicable taxes

The City will not invoice the Society for the 2018 calendar year as the City utilizes some functions of the hardware for the needs of providing HVAC connectivity. This will be considered the City's contribution towards the overall life cycle of the equipment.

The fee schedule is based on estimated cost of the equipment but may change for 2019 and beyond based on final purchase price and potential fluctuations for the US currency year over year.

Services

The City will provide to the Society the following Networking and Voice Technology, and licencing support services:

Quantity	Item	Estimated purchase cost	Life expectancy	Annual Cost
1	24-port switch	\$4400	7 years	\$ 640
2	Wifi AP	\$1600 (\$800 each)	5 years	\$ 320
various	Phone system related licences	\$440	annual	\$ 440
total			annual	\$1400

The Society will continue to maintain their own desktop, cloud, and server hardware and/or licencing and operational support.