THE CORPORATION OF THE

TOWNSHIP OF EDWARDSBURGH CARDINAL

BY-LAW NO. 2018-04

"A BY-LAW TO ENTER INTO AN AGREEMENT WITH PUBLIC SECTOR DIGEST INC. FOR THE PURPOSE OF DELIVERING AN ASSET MANAGEMENT ROADMAP PROGRAM"

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act; and

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 11(2) provides that Municipal Councils may pass by-laws for the financial management of the municipality;
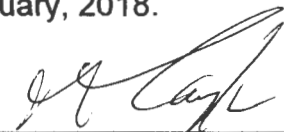
AND WHEREAS the Council of the Corporation of the Township of Edwardsburgh/Cardinal deems it advisable to enter into an agreement with Public Sector Digest Inc. for the purpose of delivering an asset management roadmap program;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

1.   That the CAO/Clerk is hereby authorized to execute the agreement attached hereto as Schedule "A" on behalf of the Township of Edwardsburgh/Cardinal.

2.   That this by-law shall be known as the "PSD Asset Management Roadmap Program".

3.   That this by-law shall come into force and take effect upon passing.

Read a first and second time in open Council this 23rd day of January, 2018.

Read a third and final time, passed, signed and sealed in open Council this 23rd day of January, 2018.

_____   _____
Deputy Mayor   **Deputy Clerk**

PSD RESEARCH
CONSULTING
SOFTWARE

Asset Management Roadmap

Project Charter

Township of Edwardsburg / Cardinal

December 20, 2017

148 FULLARTON STREET, SUITE 1410, LONDON, ONTARIO N6A 5P3
PHONE: (519) 690-2565 • FAX: (519) 519-649-2010

PURPOSE

This document contains a high-level project plan for Township of Edwardsburg / Cardinal for the purpose of delivering an Asset Management Roadmap Program.

The proposed schedule, requirements and scope presented in this document are to be refined and updated as client requirements, business and operational goals, and constraints are gathered throughout the project.

CONTACT LIST

TOWNSHIP OF EDWARDSBURG / CARDINAL ("CLIENT")

NAME	TITLE	TELEPHONE	E-MAIL
Melanie Stubbs	Treasurer	613-658-3055 ext 107	mstubbs@twpec.ca

PUBLIC SECTOR DIGEST ("PSD")

NAME	TITLE	TELEPHONE	E-MAIL
Matthew Van Dommelen	GM Business Development	519-690-2565 Ext 2410	mvd@publicsectordigest.com
John Murray	GM Asset Management	519-690-2565 Ext 2700	jmurray@publicsectordigest.com

OUR UNDERSTANDING OF THE PROJECT

It is our understanding that the Township of Edwardsburg / Cardinal is interested in implementing a systematic, viable, and intelligently structured approach to asset management to produce the highest value of assets for its residents at the lowest total lifecycle cost. Securing both high value and low cost across infrastructure classes requires a thorough understanding of how assets perform over time, and the optimal time and manner of reparative intervention, whether through ongoing maintenance, rehabilitation, or a full replacement. This understanding is vital to providing expected levels of service to residents with minimal downtime.

Building such an asset management program requires three critical variables: authoritative expertise in asset management, supplementary qualitative and quantitative research on asset management best practices, and empowering technology.

While there is a broad consensus on its value to the public, asset management tests all decision-makers as they try to meet high community expectations. Solving the infrastructure deficit is simply not affordable in some communities. There is constant negotiation between public works and finance for resources which are almost always inadequate; the CAO must contend with council priorities; and the council must answer to the public. What's needed is an asset management mechanism that brings multiple departments together, empowers departmental decision-makers, and produces the best total-value for public money.

Advancements in knowledge and facilitative technologies have made infrastructure planning less ominous, and internal and external communications more effective. With more persuasive infrastructure data sets, the impetus on council and senior management to make necessary changes will be stronger.

Technology will continue to produce potentially invaluable streams of data. Mining this data for insights, and then integrating and aligning these insights with departmental and corporate objectives is what The PSD Asset Management Roadmap is all about.

PROJECT DELIVERABLES

The Asset Management Roadmap is an organization-wide project with the overarching goal of delivering a holistic asset management program by developing policies and procedures and building the asset management capability of the Township of Edwardsburg / Cardinal staff.

The project is completed over various stages, each with its own focus and deliverables.

PHASE 1

1. ASSET MANAGEMENT MATURITY ASSESSMENT

As a first step, it is important to gauge the current state of practice related to asset management at the Township of Edwardsburg / Cardinal . This assessment will allow for a thorough gap analysis to determine where the Municipality should focus its efforts in order to build up a strong asset management program. The remainder of the project will stem from the results of this assessment. To facilitate this step, PSD has developed two methodologies: Asset Management Self-Assessment Tool (AMSAT), and a series of stakeholder interviews.

AMSAT, implemented in a survey format, relies on a series of questions across specific categories which are based on established international standards and processes and are seen as the requirements of a successful asset management program. The assessment will cover asset management methods, tools and practices within the Township of Edwardsburg / Cardinal in accordance with the established AMSAT method. Municipal staff from various departments, including Finance, and each infrastructure group, like engineering, facilities, and parks, will be expected to complete this survey.

In addition to the AMSAT, additional information will be gathered through a series of in-depth meetings with key stakeholders for each asset group, including Finance, who are either directly involved or support the delivery of an asset class. The specific asset classes that will be assessed through this process will be determined by PSD and the Township of Edwardsburg / Cardinal at the onset of the project.

The results of the AMSAT and stakeholder interviews will be compiled and reported back to the Municipality. These results will then allow PSD to compare the current state of practice within the Township of Edwardsburg / Cardinal with the international standards and processes which set the benchmark for a successful asset management program. The main assessment categories as part of the AMSAT are:

- Organizational Cognizance – Relates to the degree to which AM is both understood and prioritized by both senior management and council
- Organizational Capacity – High organizational capacity to undertake asset management includes adequate human resources, staff knowledge, and a cross-functional team working together
- Infrastructure data/information – Assesses the completeness and accuracy of all asset inventory and condition data sets
- Asset Management Strategies – Should establish a set of planned management activities to prioritize and optimize infrastructure programs and manage risk
- Financial Strategies – Assesses the completeness and sustainability of current financial strategies related to asset management
- Level of Service – Assesses the robustness of level of service frameworks which dictate the quality thresholds at which municipal services should be delivered to the community

The Township of Edwardsburg / Cardinal will be rated on its proficiency level for each category described above. The overall results and proficiency level ratings will be reported back through a formal State of Maturity Report.

2. REVIEW CORPORATE ASSET MANAGEMENT POLICY

For the stability of a good asset management program, it is important to establish an asset management policy that clearly states program objectives, roles, and responsibilities, and is vetted through senior management and endorsed by council. The policy becomes a guideline for employees to follow in making decisions. It provides a framework for the delegation of decision-making, eliminates misunderstandings, reduces uncertainties and enables goals and objectives to be met.

The Asset Management Policy aligns the asset management strategy and objectives to the organizations strategic plan. Clearly establishes asset management roles and responsibilities as endorsed by council. The policy will provide a framework for decision making, reduces uncertainties and enables corporate goals and objectives to be met.
PSD will review and make comment on the current Asset Management Policy that the Township has completed.

3. DATA DISAGGREGATION, CONSOLIDATION AND REFINEMENT

PSD has budgeted 0 days of time for this portion of the project. However, based on a detailed data gap analysis during the project inception there may be additional costs over and above the budgeted amount. PSD provides data templates to the client and they will be responsible for using these templates to provide each data set. Data work has been broken into 3 major categories:

- Data Syncing – Updating existing asset data with additional attributes and/or condition information (i.e. diameter, material, AADT etc.).
- Data Disaggregation (Financial) – Matching data being used for financial reporting to the data being used for asset management. If unable to match the data sets additional costs may be required.
- Data Mapping – This involves mapping data where it is not possible to match based on a common ID# in order to consolidate different databases. If this is required a quote will be provided to the client in addition to the budgeted days.

Throughout all phases there will be a need for analysis and work to refine and/or consolidate the municipal datasets that can continue to form the centralized repository for both asset management and tangible capital asset reporting. PSD will assist with this throughout the Roadmap process and synchronize the data within the CityWide database.

4. CONDITION ASSESSMENT PROGRAM DEVELOPMENT

Municipalities need to have a clear understanding regarding the performance and condition of their assets, as all management decisions regarding future expenditures and field activities should be based on this knowledge. An incomplete understanding of an asset may lead to ill-timed failure or premature replacement. This stage involves an assessment of existing condition assessment protocols in order to develop and deliver industry standard condition assessment templates. The Client is also given time to use the templates to gather condition data to be incorporated into the remainder of the project.

Some benefits of holistic condition assessment programs within the overall asset management process are listed below:

- Understanding of overall network condition leads to better management practices
- Prevents future failures and provides liability protection
- Establishes proactive repair schedules and preventive maintenance and rehabilitation programs
- Extends asset service life, therefore improving level of service
- Enables accurate asset reporting which, in turn, enables better decision making

Through the asset management Roadmap process, available condition assessment protocols by asset type will be reviewed, including the cycle or continued timeline for capture of the field condition data.

PHASE 2

5. RISK AND CRITICALITY MODEL DEVELOPMENT

Risk and criticality models and analysis are key elements of proper asset management practices and programs. Through their use, an asset manager can determine which infrastructure is critical to the organization and can also rank and rate the level of business risk associated with all of the infrastructure stock. This can be achieved at the organizational level, the asset category level, the individual asset level and the asset component level. This becomes invaluable when limited internal resources are being used to try and address a significant number of field needs or priorities.

A good risk model will assist with prioritization of available resources. It will:

- Ensure vital services are available
- Prioritize and streamline inspection and condition assessment programs
- Prioritize and optimize capital budget processes and program delivery
- Ensure that available money and resources are applied to the right asset at the right time
- Establish attainable levels of service.

For each asset class the following Risk and Critically Models will be developed:

- Detailed Models – Roads, Bridges, Water (Linear), Wastewater (Linear), Storm (Linear)
- High-Level Models – Facilities, Parks, Fleet, Equipment

Through the asset management Roadmap process, a development of best practice risk and criticality models by asset type will be undertaken to assist with the prioritization and ranking of infrastructure needs.

6. LIFECYCLE MODEL DEVELOPMENT

Proper lifecycle management of infrastructure components, networks, and portfolios is how a municipality will establish truly optimised budgets and make the best use of public funds. In order to accomplish this, an understanding of the types of maintenance activities and cycles, preventative maintenance activities, timelines for application and rehabilitation activities, and timelines for application and replacement activities for each asset class should be reviewed. In addition, the cost for the activities should be documented and a cost-benefit analysis should be performed to determine which activities provide the best value for money.

At the end of this process, a lifecycle framework should be established for the asset each asset class that will determine how to do the right work to the right asset at the right time, in order to ultimately manage all the assets with the lowest overall cost.

The above is quite a detailed undertaking and, through the asset management Roadmap process, will involve the establishment of individual infrastructure category and class deterioration models, and a review of the work activity practices and costs.

For each asset class, the gathered information will be used to develop an optimized lifecycle that provides the longest lifetime for the lowest cost (see below). A plan will be made to ensure the development of this type of lifecycle model for each asset class is consistent with industry standards and best practices.

For each asset class the following LifeCycle Models will be developed:

- Detailed Models – Roads, Bridges, Water (Linear), Wastewater (Linear), Storm (Linear)
- High-Level Models – Facilities, Parks, Fleet

Note: All available and applicable data from project deliverable 5 (Risk) and 6 (LifeCycle) will be implemented into CityWide software modules for future management if owned by municipality.
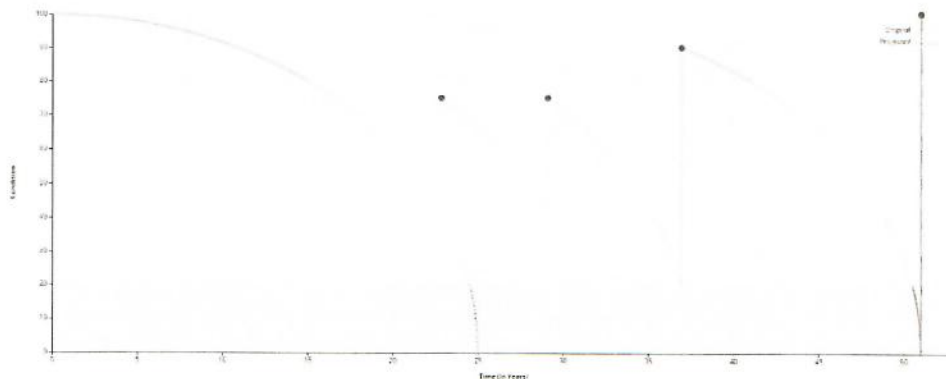
Example LifeCycle Model for Roads. The black dots represent lifecycle activities while the dotted line shows the projected lifecycle without any interventions

7. LEVEL OF SERVICE FRAMEWORK DEVELOPMENT

Desired levels of service are high level indicators that establish defined quality thresholds at which municipal services should be supplied to the community. They support the organization's strategic goals and are based on customer expectations, statutory requirements, standards, and the financial capacity of the municipality to deliver those levels of service. They typically involve a review of: Strategic and Corporate Goals; Legislative Requirements; Expected Asset Performance; Community Expectations; and, Availability of Finances. Levels of Service are used:

- to inform customers of the proposed type and level of service to be offered
- to identify the costs and benefits of the services offered
- to asses suitability, affordability and equity of the services offered

- as a measure of the effectiveness of the asset management plan
- as a focus for the AM strategies developed to deliver the required level of service

As part of the asset management Roadmap process, a level of service framework will be developed for each asset class through a review of the key factors involved in the delivery of that service, and the interactions between those factors. In addition, key performance metrics will be developed in order for them to be tracked over an annual cycle to gain a better understanding of the current level of service supplied.

For each asset class the following Level of Service Frameworks will be developed:

- Detailed Models – Roads, Bridges, Water (Linear), Wastewater (Linear), Storm (Linear), Parks, Facilities
- High-Level Models – Fleet, Equipment

PHASE 3

8. **FINANCIAL STRATEGY DEVELOPMENT**

The two main risks to financial sustainability for municipalities are providing levels of service that do not reflect fiscal capacity and the cost of infrastructure. As a result, in order for an asset management program to be effectively implemented, it must be integrated with financial planning and long-term budgeting. The development of a comprehensive financial plan is critical to identify the financial resources required for sustainable asset management based on existing asset inventories, desired levels of service and projected growth requirements.
The financial strategy should define the relationships between maintenance/capital requirements, debt strategy, reserve strategy and annual revenue opportunities/strategies. The end result is recommendations on the necessary near-term steps that need to be taken in order to manage the long-term budget requirements. At a high level the financial strategy will include:

- An understanding of the various costs associated with investing in assets: new, renewal, maintenance and operations
- An understanding of the various costs associated with accounting for assets: historical, replacement and depreciated
- Metrics to track assets & costs for both operational & management purposes
- The ability of all asset management plan financial requirements to be based on replacement costs and desired levels of service
- An analysis of the municipality's financial capacity
- A comparison of how a municipality's numbers relate to its comparators (existing and trends)
- Development of scenarios for consideration
- Final recommendations

9. **COMPREHENSIVE ASSET MANAGEMENT PLAN**

The resulting comprehensive asset management plan will continue to meet provincial standards and guidelines, but will go beyond minimum requirements to become a document that officials, staff, and residents can use to guide their decision-making and develop an educated perspective. The desired phased approach for developing the Township of Edwardsburg / Cardinal comprehensive asset management plan, as part of the broader Roadmap, is as

follows;

Stage 1 – Develop the State of Infrastructure Report (SOTI)
- Determine Sustainable Projections
- High Level Assessment of Current Service Level
- Determine Infrastructure Deficit
- Produce an Asset Report Card

Stage 2 – Asset Management Strategy
- Develop a 10 Year Implementation Plan
- Optimize Expenditures

Stage 3 – Levels of Service
- Develop Service Level Models for Each Asset Class
- Develop Related Performance Measures

Stage 4 – Financial Strategy
- Strategic allocation of revenue to particular asset classes based on priority
- Multiple Scenarios (With LifeCycle Events or Without)
- Develop a Financial Plan

10. ASSET MANAGEMENT TRAINING SESSIONS – BEST PRACTICE ASSET MANAGEMENT TECHNIQUES

Continual training is provided throughout the course of the project during each workshop session. Training on risk and criticality / lifecycle activity models and analysis are key elements of proper asset management practices and programs. Through their use, an asset manager can determine which infrastructure is critical to the organization and can also rank and rate the level of business risk associated with all the infrastructure stock. Proper lifecycle management of infrastructure assets will allow a municipality to optimize budgets and make the best use of public funds. To accomplish this, data will be gathered around current maintenance and replacement activities including costs and timelines for application.

PROJECT SCHEDULE

The estimated schedule for the Asset Management Project is as follows:

The detailed project schedule and Gantt chart will be supplied after the kick-off meeting and will be reviewed and approved in phases as the project progresses. The duration of the project is dependent on multiple factors including client availability as well as data activities.

The above schedule includes stages for Supporting Data Gathering and Data Work. Supporting Data Gathering allows time for the Client to gather additional data needed for the Roadmap stages including condition assessment data, detailed asset listings etc.

Note that Client time and resources will be required regularly throughout the project. It is expected that the Client will provide data and additional inputs for each stage as well as review and provide feedback on the deliverable for each stage.

PROJECT COMMUNICATION

Due to the size and scope of the project clear and efficient communications between the Client and PSD is vital to project success. In the kick off meeting, a main point of contact for PSD and the Client will be decided upon. All high-level client communications, including project progress updates, scheduling future meetings/workshops and sending of data should be done between these individuals, unless stated otherwise throughout the project.

In addition, every two months starting with the kick-off meeting, the PSD Project Manager will provide a project status update that includes progress of tasks completed to date and timelines and milestones of activities moving forward.

PROJECT BUDGET

PROFESSIONAL SERVICES			
SERVICE	JAN 2018-DEC 2018	JAN 2019-DEC 2019	TOTAL
DATA MATURITY ASSESSEMENT ASSET MANAGEMENT PROGRAM ASSESSEMENT STATE OF MATURITY REPORT	$16,500.00		$16,500.00
CORPORATE ASSET MANAGEMENT POLICY REVIEW	N/C		N/C
CONDITION ASSESSMENT PROTOCOLS AND DATA COLLECTION PROTOCALS (TEMPLATES)	$10,000.00		$10,000.00
ASSET MANAGEMENT TRAINING, LIFE CYCLE MODELING, RISK MODELING, CONDITION PROTOCOLS (WORKSHOPS)	$11,00.00	$1,600.00	$15,100.00
CRITICAL ACTIVITIES PATH (CAP) – ROADS, BRIDGES, WATER, SEWER, STORM, FACILITIES, PARKS • GAP ANALYSIS • DETERIORATION MODELING • ASSET CONDITION RATING CRITERIA DEVELOPMENT • RISK AND CRITICALITY MODELING DEVELOPMENT • LIFECYCLE FRAMEWORK DEVELOPMENT • LEVEL OF SERVICE FRAMEWORK DEVELOPMENT	$57,500.00	$49,500.00	$107,000.00
COMPREHENSIVE ASSET MANAGEMENT PLAN WITH ROADMAP DEVELOPMENT INCORPORATED		$28,500.00	$28,500.00
TOTAL	$95,000.00	$82,100.00	$177,100.00

Additional consulting services are subject to a rate of $1,600/day or $200/hr. PSD expenses including airfare, mileage, accommodation, meals, and ground transportation are extra where applicable and will be billed at cost.

TERMS OF PAYMENT

- Professional Services will be invoiced in (24) equal monthly payments following the execution of the project charter.
- **Phase 3 AMP** – The asset management plan within phase 3 will be invoiced in four equal monthly payments with the final invoice being issued once a draft document has been approved.
- PSD expenses such as mileage, accommodation and meals are extra where applicable and subject to prior written approval by the Client.
- Taxes are extra where applicable. (GST, PST, HST)

ADDITIONAL CONSIDERATIONS

This document has been prepared specifically for the Client. This proposal and all of its associated pricing shall remain valid for 30 calendar days from the date of issue.

Ownership and Confidentiality

All Client data stored within the CityWide Tangible Assets application remains the legal ownership of the Client and can be extracted and used without restriction. PSD shall treat as confidential all information obtained by PSD for and from the Client as well as all information compiled by PSD under this Agreement for the Client, including without limitation: business and marketing information, technical data, programs, source codes and other software, plans and projections.

Security

PSD performs regular security audits of our systems to ensure current updates and patches are applied on all hardware, along with updated antivirus software. All users are forced to use secure passwords which are stored on the server only in encrypted format. Nightly backups are done off-site. The PSD Firewall is configured to only allow traffic to enter the network for required services such as our web server.

AUTHORIZATION

This proposal shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations; Township of Edwardsburg / Cardinal and The Public Sector Digest Inc.

TERMS AND ASSUMPTIONS ACCEPTED

BETWEEN:

Township of Edwardsburg/Cardinal
18 Centre st, P.O Box 129
Spencerville, Ontario K0E1X0

The Public Sector Digest Inc.
148 Fullarton Street, Suite 1410,
London, Ontario N6A 5P3

By: _Debra McKinstry_
(Print Name of Authorized Signing Officer)

By: _Thomas S. Dawe_
(Print Name of Authorized Signing Officer)

(signature)
(Signature of Authorized Signing Officer)

(signature)
(Signature of Authorized Signing Officer)

January 23, 2018
(Date)

January 29th 2018
(Date)

Additional information required to be completed by Customer

Does your company require a Purchase Order (PO) before issuing payment?

NO ☒   YES ☐ The PO # for this order is: _____

All PSD invoices shall be directed to:

Accounts Payable Contact: _Melanie Stubbs_

Telephone: _613-658-3055_

Accounts Payable Email Address: _mstubbs@twpec.ca_

Billing Address: _Po Box 129 18 Centre St_
Spencerville ON   K0E 1X0

PSD
RESEARCH
CONSULTING
SOFTWARE

Township of Edwardsburg/ Cardinal
CityWide Software
May 1, 2018

The Public Sector Digest Inc.
148 FULLARTON ST, SUITE 1410
LONDON, ONTARIO, CANADA
N6A 5P3

CONTACT: MATTHEW VAN DOMMELEN
GM BUSINESS DEVELOPMENT
519-690-2565 EXT. 2410
mvd@psdrcs.com

CityWide Works Software, Services and Support (Purchase Agreement)

TERMS AND CONDITIONS

Public Sector Digest Inc.:

- Provide an enterprise user license for the use of CityWide Works Software
- Provide user and technical documentation in electronic format.
- Provide software / services as per agreed price quote as per Table A.

Township of Edwardsburg Cardinal:

- Provide to Public Sector Digest Inc. a purchase order for $10,000.00 for an enterprise user license of CityWide Software, $5,990.00 for Annual Support & Maintenance, and $4,000.00 for implementation and optional services.
- Pay for travel and related expenses for site visit(s). These will be billed at cost. The Client will determine if and when on-site assistance will be provided.

General:

- PSD is bound to provide the software and consulting services based on the Client's Request for Proposal and PSD Software's proposal. It is understood that the Client's RFP and PSD's response are part of the contract between these parties.
- PSD is bound to provide the software and consulting services based on the quotation provided by PSD to the Client. (See Table A).
- All amounts quoted are in CDN dollars and will be invoiced as such. The Client shall be responsible for paying any applicable taxes.
- Software will be invoiced 30 days following the execution of this agreement by both parties.
- Implementation and optional services will be invoiced in equal monthly payments based upon the projected project timeline. The final invoice will not be issued until project signoff by the client.
- Annual Support & Maintenance will be invoiced **at the conclusion of the implementation and following the project signoff and 'Go Live'**. Subsequent year's maintenance will be invoiced annually from that date. Annual Support & Maintenance will be limited to a maximum annual escalation of 5%.
- The Client shall pay invoices within 30 days of receipt of the invoice. Any amounts unpaid after the due date shall be subject to a late charge of 1.5% per month.
- Consulting rates are valid for the term of this agreement only.
- Request for additional consulting services may be made via e-mail or purchase order from an authorized representative of the Client. This will serve as authorization to perform and invoice the service.
- During the provision of the implementation services and for 1 year afterward, customer shall not hire PSD employees or subcontractors involved in the delivery of the services.
- Public Sector Digest Inc. warrants that the professional services shall be performed by its employees in a manner conforming to generally accepted industry standards and practices. No other warranties, expressed or implied, are made with respect to the services or goods to be supplied by Public Sector Digest Inc. hereunder, including,

without limitation, any implied warranty of merchantability or fitness for a particular purpose.

- The liability of either party to the other or to any third party for any claim of any kind arising out of this Purchase Agreement is limited to monetary damages, and the aggregate amount of such liability for all claims of any kind relating to any particular product or service is limited to the fees paid to Public Sector Digest Inc. under this Agreement for the particular product or service which gave rise to the claim. Under no circumstances shall Public Sector Digest Inc. be liable to customer or any third party for indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, even if Public Sector Digest Inc. has been advised of the possibility of such damages.
- Detailed pricing information is included below

Usage Terms:
WARNING. This SOFTWARE is protected by Copyright.

This software is owned by The Public Sector Digest Inc. and is protected by U.S. and Canadian copyright laws and international treaty provisions. Therefore you must treat the software like any other copyrighted material (for example a book). You may print help text or other documentation on hard copy for your own use.

You may not sell, lease or otherwise make available the software or any of the accompanying materials to a third party. You may not reverse engineer, decompile or disassemble the software.

The terms for your usage of this software are governed by this agreement between your organization and The Public Sector Digest Inc. You are obligated to adhere to the terms of this agreement. If you do not have such an agreement, you are installing this software illegally, and should immediately cease the installation process and return any media to The Public Sector Digest Inc.

Support / Maintenance Terms:
TERMS AND CONDITIONS

Support & Maintenance is invoiced annually in advance and is payable within 30 days. The first support invoice will be issued 30 days following the execution of this agreement and each subsequent invoice will be issued annually on that date. Should the licensee opt to discontinue the support service, the invoice should be immediately returned to Public Sector Digest Inc. unpaid, with a letter to that effect.

What the annual support fee entitles the licensee to:

- Version Protection such that the Client will have access to added software enhancements without additional cost
- Web Hosting such that PSD will provide redundant internet connections, daily backup both on and off-site of client data, 24 Hour video, on-site security, and fire suppression
- Access to the CityWide Support Center in order to report software issues and access the online user guide.
- Additional requests for guidance, consulting or advice on use of the software will be billed in 15 minute increments at the then current hourly rate which will be invoiced at the end of the month. The Client will be made aware of billing prior to providing assistance.

What the annual support fee does not entitle the licensee to:

- Consulting Services: There is sometimes a fine line as to what can be handled as hotline support, vs. a consulting service. While we attempt to handle as much as possible through the hotline service, when a request is made to implement a process change or an enhancement which is specific to a customer, and the advice or work extends beyond a general description of the steps required, we will suggest purchasing additional consulting time in order to implement the new requirement.

Table A

CityWide Works Software License			
Base Software Cost			$10,000.00
Total Software			**$10,000.00**

Implementation Professional Services			
Project Management	Pre-implementation Needs Assessment		$0.00
	Standard Project Management		$0.00
	Total Project Management		**$0.00**
Standard Data Migration and Implementation	Data Analysis & Upload		$0.00
	Testing		$0.00
	Go- Live Support		$0.00
	Total Data Migration & Implementation		**$0.00**
Training*	Admin Training Days	2.5	$4,000.00
	End User Training Days	0	$0.00
	Total Training		**$4,000.00**
Value Added Services	Custom Reporting Services		$0.00
	Custom Training		$0.00
	Customized Address Search		$0.00
	Process Mapping and Improvement		$0.00
	Legacy Data Analysis & Upload		$0.00
	Asset Data Analysis		$0.00
	3rd Party Integration		$0.00
	Total Value Added Services		**$0.00**
Total Implementation Costs			**$4,000.00**

Total CityWide Works Software & Implementation Services			$14,000.00

Annual Support/Maintenance			
CityWide Works Module			$5,990.00
Total Support			**$5,990.00**
Year 1 Project Costs			$19,990.00

Authorization:

This agreement shall be deemed to have come into force when executed by representatives authorized to bind the respective corporations; Township of Edwardsburg/Cardinal and The Public Sector Digest Inc.

BETWEEN:

Township of Edwardsburg/Cardinal
18 Centre Street, PO Box 129
Spencerville, ON K0E1X0

The Public Sector Digest Inc.
148 Fullarton Street, Suite 1410
London, Ontario, N6A 5P3

By: _Debra McKinstry_
(Print Name)

McKinstry
(Signature)

May 7, 2018
(Date)

By: _Thomas S. Dawe_
(Print Name)

(signature)
(Signature)

May 7th 2018
(Date)

By: _____
(Print Name)

_____
(Signature)

_____
(Date)