

### THE CORPORATION TOWN OF MATTAWA

MOVED BY: COUNCILLOR DEXTURE SARRAZIN

SECONDED BY: COUNCILLOR LAURA ROSS

**BE IT RESOLVED THAT** Council of the Corporation of the Town of Mattawa adopt By-Law Number 23-10 which is a by-law authorizing the extension of an agreement with Lee Robidas o/a Maven IT Consulting for the municipality's information technology services for a period of two years commencing April 1, 2023 until March 31, 2025.

Recorded Vote – Yes \_\_\_ No \_\_\_

Recorded Vote Requested by:

	Yea	Nay
Mayor Bélanger	___	___
Councillor Gardiner	___	___
Councillor Sarrazin	___	___
Councillor Levesque	___	___
Councillor Mick	___	___
Councillor Ross	___	___
Councillor Thibert	___	___

*RA Bélanger*  
 \_\_\_\_\_  
 MAYOR

Deferred \_\_\_ Tabled \_\_\_ Lost \_\_\_ Carried \_\_\_

Declaration of Pecuniary Interest:

Disclosed his/her/their interest(s), vacated he/her/their seat(s), abstained from discussion and did not vote

**THE CORPORATION OF THE TOWN OF MATTAWA**

**BY-LAW NUMBER 23-10**

**BEING** a by-law authorizing an extension agreement with Lee Robidas O/A Maven IT Consulting for the provision of information technology services for the Town of Mattawa.

**WHEREAS** Subsection 8 of the Ontario Municipal Act 2001, S. O. 2001, c. 25 empowers and authorizes a municipality to enter into an agreement to enable them to govern their affairs as they consider appropriate;

**AND WHEREAS** Lee Robidas O/A Maven IT Consulting has agreed to extend the agreement and perform the required work as per the attached Client/Consultant Agreement for Information Technology Services, attached as Schedule "A".

**NOW THEREFORE**, the Council of the Corporation of the Town of Mattawa enacts as follows:

1. **THAT** the appointment of Lee Robidas O/A Maven IT Consulting as information technology services for the Town of Mattawa be extended for an additional two (2) year period commencing April 1, 2023 and ending March 31, 2025.
2. **THAT** the terms of the Agreement in Schedule "A" of By-law 19-17 remain unchanged.
3. **THAT** the Mayor and Clerk are hereby authorized to sign and execute, on behalf of the municipality, an extension to Schedule "A" with Maven IT.
4. **THAT** this By-law shall come into full force and effect on April 1, 2023.

READ A FIRST AND SECOND TIME, this 27<sup>th</sup> day of March, 2023.

READ A THIRD TIME AND FINALLY PASSED this 27<sup>th</sup> day of March, 2023.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Clerk

**Schedule "A"  
to By-Law 19-17**

**CLIENT/CONSULTANT AGREEMENT FOR MUNICIPAL IT SERVICES**

**AGREEMENT BETWEEN**

**THE CORPORATION OF THE TOWN OF MATTAWA  
(Client)**

**And**

**LEE ROBIDAS O/A MAVEN IT CONSULTING  
(Consultant)**

1. The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services detailed below.
2. The services ("Services") to be provided by the Consultant shall consist of the following retainer fee agreement details:

**Schedule, Payment Terms and Response Times**

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Retainer Fee

16 Workstations (\$55.00 *a PC*) + daily offsite backups (\$250 *monthly*)      \$1130.00 Monthly

***\*Taxes not included***

This retainer fee covers 9 workstations at the Municipal Town Hall, 3 workstations at the Tourism Information Centre, 2 workstations at the Mike Rodden Arena and Community Centre, 1 Firehall laptop and 1 workstation at the Public Works Office.

The retainer fee includes regular software, hardware and network maintenance, software updates and daily offsite backups. There is a \$50 an hour fee for any work done outside the 9-5 work week, excluding regular maintenance. There is a \$50 an hour labor fee for any workstation, mobile device or server not covered under the retainer fee. A 75\$ applies to all work done during a National Holiday.

A switch to a VoIP or enterprise encryption solution would fall outside of what has been outlined as regular maintenance and a \$50 an hour fee would apply. Website content updates are not included in the retainer fee.

## Severity Levels and Response Times

Level 1 - 25% of employees experience an issue with software, hardware or infrastructure, but can perform most of their work duties, e.g. a browser plugin fails and some employees can't access a certain section of a certain site.

Level 2 - A large portion of staff are affected by an issue. Critical functions not affected.

Level 3 - One or more employees are unable to perform critical tasks.

### Response times

Level 1 - 48 hours. The Consultant will have a solution in place or will have started working on a solution within 48 hrs.

Level 2 - 24 hours.

Level 3 - Immediate action will be taken. Work towards a solution will begin as soon as the issue is reported.

## **Purchases and Accounts**

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If the Client chooses to purchase services or products through the Consultant, an invoice from the manufacturer or service provider will be included with the Consultant's invoice. A \$35 administration fee will apply to cover ordering, account setup, receiving, unpacking and disposal of packing materials.

As part of the retainer fee the Consultant will recommend proven and cost-effective services, software and hardware. The Consultant offers custom built hardware, such as VoiP servers and affordable multimedia computers. The Client is responsible for the cost of components and a \$50 an hour fee will apply to the build or project.

The Client will be responsible for all costs related to their IT environment. The Consultant cannot be held legally liable for security breaches, viruses, malware, exploits or hardware failures. Maven IT will recommend and implement the most strategic and cost effective disaster-avoidance solutions.

## **Insurance and Terms**

In the event of an early contract cancellation; a 90 day notice of termination is required by either party. This contract will remain in place for a period of 3 years.

3. The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.

- (a) **Comprehensive General Liability Insurance**

- The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability insurance. The Consultant shall provide the Client with proof of Comprehensive General Liability Insurance.

- (b) **Professional Liability Insurance**

- The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. The Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant.

4. Additional work to be performed outside of the retainer fee, shall be approved by the Chief Administrative Officer and/or his designate.
5. The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The signatories shall have the authority to bind their corporation, company or firm, as the case may be, for purposes of this agreement.

**THIS AGREEMENT** made in duplicate on the 8<sup>th</sup> day of April, 2019

**SIGNED AND DELIVERED**

**THE CORPORATION OF THE TOWN OF MATTAWA**

Per: 

Name: Dean Backer

Title: Mayor

Date: April 8, 2019

  
Witness Signature

Per: 

Name: Francine Desormeau

Title: Clerk/Deputy-Treasurer

Date: April 9, 2019

**MAVEN INFORMATION TECHNOLOGY CONSULTING**

Per: 

Name: Lee Robidas

Title: Owner

Date: May 1st 2019

  
Witness Signature