



# The Municipal Corporation of the Town of Fort Erie

**BY-LAW NO. 173-2000**

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**BEING A BY-LAW TO AUTHORIZE THE ENTRY INTO AN  
AGREEMENT WITH ROBERT O'DELL MANAGEMENT INC. FOR  
LEISURE MASTER PLAN UPDATE STUDY  
(120902)**

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**WHEREAS** at the Council-in-Committee meeting of August 14, 2000 Report No. CAO-25-2000 was considered and approved the terms of reference as well as authorizing staff to proceed with the process of calling for proposals to update the Town of Fort Erie's Leisure Master Plan, and

**WHEREAS** an RFP was issued with the closing date of September 8, 2000 for the Leisure Master Plan Update Study, and

**WHEREAS** at the Council-in-Committee meeting of September 18, 2000 Report No. CAO-25-1-2000 was approved authorizing the awarding of the Leisure Master Plan Update Study to Robert O'Dell Management Inc. at an upset limit of \$90,660.00 plus g.s.t., and

**WHEREAS** it is deemed desirable to enter into an agreement with Robert O'Dell Management Inc. for the preparation of the Leisure Master Plan Update Study in the amount of \$78,160.00 plus g.s.t., and

**WHEREAS** the terms and conditions of the agreement have now been finalized and agreed upon in the form of Schedule "A" annexed hereto;

**NOW THEREFORE** the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

- (1) **THAT** the terms of reference for the Leisure Master Plan Update Study for the Town of Fort Erie in the form of Appendix "1" to the Agreement annexed hereto as Schedule "A" be and they are hereby confirmed.
- (2) **THAT** the proposal received from Robert O'Dell Management Inc. in the amount of \$78,160.00 plus g.s.t. for the preparation of the Leisure Master Plan Update Study in the form of Appendix "2" to the Agreement annexed hereto as Schedule "A", be and it is hereby accepted and approved.
- (3) **THAT** the entry into an Agreement with Robert O'Dell Management Inc. for the preparation of the Leisure Master Plan Update Study in the form of Schedule "A" annexed hereto to this by-law be and it is hereby authorized and approved.

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- (4) **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the agreement annexed hereto as Schedule "A" and to affix the corporate seal thereto.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 25<sup>TH</sup> DAY OF SEPTEMBER, 2000.**

  
\_\_\_\_\_  
**MAYOR**

  
\_\_\_\_\_  
**CLERK**

I, the Clerk, Carolyn J. Kett, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 173-2000 of the said Town. Given under my hand and the seal of the said Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_

SCHEDULE "A" TO BY-LAW NO. 173-2000

THIS AGREEMENT MADE IN TRIPLICATE THIS        DAY OF        , 2000.

**B E T W E E N:**

THE CORPORATION OF THE TOWN OF FORT ERIE  
(hereinafter called the "Town")

- and -

ROBERT O'DELL MANAGEMENT INC.  
(hereinafter called the "Consultant")

**WHEREAS,**

- (1) The Town has approved the terms of reference for the Leisure Master Plan Update Study (hereinafter called "LMPUS") on August 14, 2000 in the form of Appendix "1" annexed hereto;
- (2) The Town has called for proposals in accordance with the terms of reference for the preparation of the LMPUS;
- (3) The Consultant has submitted a proposal to the Town for the preparation of a LMPUS and this proposal is attached to this agreement as Appendix "2" herein;
- (4) The Council of the Town at its Council-in-Committee meeting of September 18, 2000 authorized the awarding of the LMPUS to the Consultant in accordance with its proposal annexed as Appendix "2" to this agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants contained herein, the Town and the Consultant mutually agree as each with the other as follows:

- (1) The Consultant agrees,
  - (a) To provide to the Town the scope of services detailed in Section 2 of Appendix "2" herein.
  - (b) To complete the work program detailed in Section 3 of Appendix "2" herein.
  - (c) To complete all required work within the timeframes mentioned in Section 5 of Appendix "2" herein.
  - (d) To provide to the Town and engage the study team detailed in Section 4 of Appendix "2" herein.

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- (e) To deliver the completed LMPUS to the Town on or before December 15, 2000 unless otherwise mutually agreed upon by the parties to this agreement.
- (2) The Consultant agrees to provide all work contemplated by Appendix "2" herein to the entire satisfaction of the Town.
- (3) The Town agrees to pay an upset limit of \$90,660.00 plus g.s.t. to the Consultant upon receipt of monthly progress payment invoices. The Town shall hold back 15% of the total project cost which shall be released upon delivery of the completed LMPUS.
- (4) The Town and the Consultant mutually agree that any changes to the scope of the work contemplated by Appendix "2" herein or any increased costs in excess of the sum of \$90,660.00 plus g.s.t must be first approved by the Town in writing before any such changes to the work or costs are effected.

**IN WITNESS WHEREOF** the Mayor and Clerk of The Corporation of the Town of Fort Erie have hereunto set their hands and affixed the corporate seal and Robert O'Dell Management Inc. have hereunto set their corporate seal duly attested to by the hands of the proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED  
in the presence of

|   |                        |
|---|------------------------|
| ) | THE CORPORATION OF THE |
| ) | TOWN OF FORT ERIE      |
| ) |                        |
| ) | _____                  |
| ) | Mayor                  |
| ) |                        |
| ) | _____                  |
| ) | Clerk                  |
| ) |                        |
| ) | ROBERT O'DELL          |
| ) | MANAGEMENT INC., ET AL |
| ) |                        |
| ) | _____                  |
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| ) | _____                  |
| ) |                        |