

# ACTUARIAL SERVICES AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022

BETWEEN:

**CITY OF BRANDON**

(hereinafter called the "City")  
OF THE FIRST PART

- and -

**(Insert Company Name)**

(hereinafter called the "Contractor")  
OF THE SECOND PART

**WHEREAS** the City issued Request for Quotation #L – 16 for Actuarial Report to Measure Retirement Liabilities and Non-Vested Sick Leave Liabilities; and

**WHEREAS** the City wishes to retain the Contractor to provide the services specified in Appendix 1 of RFQ Item #L-16 ("**Specifications**") the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement; and

**WHEREAS** the Contractor has submitted a quotation for Actuarial Report to Measure Retirement Liabilities and Non-Vested Sick leave Liabilities for which quotation has been accepted by the City; and

**WHEREAS** the Contractor has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services; and

**WHEREAS** the City in reliance on these representations desired to engage the Contractor to provide the Services as more fully described in Schedule "A", attached to and made a part of this Agreement.

**NOW THEREFORE**, in consideration for the remuneration set out in the Contractor's Response to RFQ, the City and the Contractor agree as follows:

**1.0** The Contract Documents consists of all the documents listed as follows:

- (a) This Agreement
- (b) Schedule "A" (Specifications to RFQ Item #L-16)
- (c) RFQ Item #L-16
- (d) Contractors Response

## **2.0 DEFINITIONS**

**"Material"** means the Produced Material and the Received Material;

**"Produced Material"** means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the incorporated Material;

**“Received Material”** means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the City or any other person;

### **3.0 SERVICES**

#### *Provision of services*

3.2 The Contractor must provide the services in accordance with this Agreement, the Specifications, and the Contractor’s Response to RFQ Item #L- 16 collectively (the **“Services”**).

3.3 At a minimum, the Contractor shall provide the City with actuarial estimates of:

- i. The City’s liabilities for accumulating sick leave benefits. Specifically accrued benefit obligations (liabilities) at December 31, 2022, and actuarial updates for 2023, 2024, 2025, and 2026; and
- ii. The City’s retirement benefit liabilities for its severance benefits and early retirement benefits. Specifically accrued benefit obligations (liabilities) at December 31, 2022, and actuarial updates for 2023, 2024, 2025, and 2026.

#### *Supply of various items*

3.4 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor’s obligations under this Agreement, including the license under clause 8.4.

#### *Standard of care*

3.5 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

#### *Standards in relation to persons performing Services*

3.6 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

#### *Instructions by City*

3.7 The City, as represented by the Director of finance or designate may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

#### *Confirmation of non-written instructions*

3.8 If the City provides an instruction under clause 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the City in writing, which request the City must comply with as soon as it is reasonably practicable to do so.

### *Effectiveness of non-written instructions*

- 3.9 Requesting written confirmation of an instruction under clause 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

### *Applicable laws*

- 3.10 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

## **4.0 TERM**

- 4.1 The term of this Agreement commences \_\_\_\_\_, 2022 and ends on \_\_\_\_\_, 202\_ unless terminated by either party in writing prior to the end date, \_\_\_\_\_, regardless of the date of execution or delivery of this Agreement.

- 4.2 When mutually agreeable between the City and the Contractor, this Agreement may be renewed under the same terms and conditions.

## **5.0 PAYMENT**

### *Fees and expenses*

- 5.1 If the Contractor complies with this Agreement, then the City must pay to the Contractor at the times and on the conditions set out in the Specifications, Contractor's Response, and the bid award:

- a. the fees described in the schedule of milestones, as outlined in the Contractors response, shall be followed to ensure achievement of the preferred timelines.
- b. the expenses, if any, described in the specifications and the Contractors response, if they are supported, where applicable, by proper receipts and, in the City's opinion, are necessarily incurred by the Contractor in providing the Services; and
- c. any applicable taxes payable by the City under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The City is not obliged to pay to the Contractor more than the maximum amount specified in the Contractor's Response, and the bid award on account of fees and expenses.

### *Statements of accounts*

- 5.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the City a written statement of account in a form satisfactory to the City upon completion of the Services or at other times described in any of the Contract Documents.

### *Invoicing*

- 5.3 In order to obtain payment of any fees under this Agreement the Contractor must deliver to the City on a monthly basis, a written statement of account in a form satisfactory to the City containing:
- a. services rendered from and including the 1st day of a month to and including the last day of that month;

- b. the Contractor's legal name and address;
- c. the date of the statement, and the billing period to which the statement pertains;
- d. the Contractor's calculation of all fees claimed for that billing period, including a declaration by the Contractor of all hours worked during the billing period;
- e. the City of Brandon Contract Number;
- f. the City of Brandon Purchase Order Number;
- g. the Contractor's calculation of any applicable taxes payable by the City in relation to the Services for the billing period shown as a separate line item;
- h. any other billing information reasonably requested by the City.

Invoices should be sent to the City Accounts Payable Department finance ([payables@brandon.ca](mailto:payables@brandon.ca))

#### *Payments Due*

Payments Due: Within 30 days of the City's receipt of the Contractor's written statement of account, the City must pay the Contractor the fees (plus all applicable taxes) claimed in the statement if they are in good order.

#### *Withholding of amounts*

5.4 Without limiting clause 11.1, the City may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the City and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this clause must be promptly paid by the City to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the City.

#### *Appropriation*

5.5 The City's obligation to pay money to the Contractor is subject to the Financial Administration Act, which makes that obligation subject to an appropriation being available in the fiscal year of the City during which payment becomes due.

#### *Prohibition against committing money*

5.6 Without limiting clause 15.9(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the City to pay any money except as may be expressly provided for in this Agreement.

#### *Refunds of taxes*

5.7 The Contractor must:

- a. apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, City or other tax or duty imposed on the Contractor as a result of this Agreement that the City has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and

- b. immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the City.

## 6.0 REPRESENTATIONS AND WARRANTIES

6.1 As at the date this Agreement is executed and delivered by, or on behalf of the parties, the Contractor represents and warrants to the City as follows:

- a. except to the extent the Contractor has previously disclosed otherwise in writing to the City;
  - i. all information, statements, documents and reports furnished or submitted by the Contractor to the City in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct;
  - ii. the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved sub-contractual agreements in place and available to enable the Contractor to fully perform the Services, and
  - iii. the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- b. if the Contractor is not an individual:
  - i. the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
  - ii. this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

## 7.0 PRIVACY, SECURITY AND CONFIDENTIALITY

### *Privacy*

7.1 The Contractor must comply with the Province of Manitoba's *Freedom of Information and Protection of Privacy Act*.

### *Security*

7.2 The Contractor must make reasonable security arrangements to protect the Produced and Received materials ("**Material**") from unauthorized access, collection, use, disclosure, alteration or disposal; and

### *Confidentiality*

- 7.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the City's prior written consent except:
- a. as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
  - b. if it is information that is generally known to the public other than as result of a breach of this Agreement; or
  - c. if it is information in any incorporated Material.

### *Public announcements*

- 7.4 Any public announcement relating to this Agreement will be arranged by the City and, if such consultation is reasonably practicable, after consultation with the Contractor.

### *Restrictions on promotion*

- 7.5 The Contractor must not, without the prior written approval of the City refer for promotional purposes, to the City being a customer of the Contractor or the City having entered into this Agreement.

## **8.0 MATERIAL AND INTELLECTUAL PROPERTY**

### *Access to Material*

- 8.1 If the Contractor receives a request for access to any of the Material from a person other than the City, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the City.

### *Ownership and delivery of Material*

- 8.2 The City exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the City immediately upon the City's request.

### *Matters respecting intellectual property*

- 8.3 The City exclusively owns all intellectual property rights, including copyright, in:
- a. Received Material that the Contractor receives from the City; and
  - b. Produced Material, other than any incorporated Material.

Upon the City's request, the Contractor must deliver to the City documents satisfactory to the City that irrevocably waive in the City's favour any moral rights which the Contractor (or employees of the Contractor) or a sub-contractor (or employees of a Sub-contractor) may have in the Produced Material and that confirm the vesting in the City of the copyright in the Produced Material, other than any incorporated Material.

### *Rights in relation to Incorporated Material*

- 8.4 Upon any incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the City:
- a. a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that incorporated Material; and
  - b. the right to sublicense to third-parties the right to use, reproduce, modify and distribute that incorporated Material.

## **9.0 RECORDS AND REPORTS**

### *Work reporting*

- 9.1 Upon the City's request, the Contractor must fully inform the City of all work done by the Contractor or a sub-contractor in connection with providing the Services.

### *Time and expense records*

- 9.2 If the RFQ Item #L - 16 and Contractor's Response provide for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the City. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

## **10.0 AUDIT**

- 10.1 In addition to any other rights of inspection the City may have under statute or otherwise, the City may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the City's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the City of the City's rights under this Clause.

## **11.0 INDEMNITY AND INSURANCE**

### *Indemnity*

- 11.1 The Contractor must indemnify, save and hold harmless the City and the City's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the City or any of the City's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the City and the City's employees and agents.

### *Insurance*

11.2 The Consultant shall obtain and maintain for the duration of the Services, at its own cost, the following insurance, on terms and from insurers satisfactory to the Client:

- a. Commercial General Liability coverage, covering premises and operations liability;
- b. Consultant's Contingency Liability coverage, covering operations of Sub-Consultants;
- c. Completed Operations Liability coverage;
- d. Contractual Liability coverage; and
- e. Owned and Non-owned Automobile Liability Insurance coverage.

The limits of coverage shall not be less than the following:

- i. Bodily Injury Liability - \$2,000,000.00 each occurrence; \$2,000,000.00 aggregate products and/or completed operations;
- ii. Property Damage Liability - \$2,000,000.00 each occurrence; \$2,000,000.00 aggregate products and/or completed operations; and
- iii. Owned & Non-owned Automobile - \$2,000,000.00 any one accident.
- iv. A Cross Liability clause shall be made part of the Comprehensive General Liability Insurance.
- v. The City be named as additionally insured.

### *Workers compensation*

11.3 Without limiting the generality of clause 3.10, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in Manitoba or similar laws in other jurisdictions.

### *Personal optional protection*

11.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- a. the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- b. such personal optional protection insurance is available for the Contractor from other sources.

### *Evidence of coverage*

11.5 Within ten (10) business days of being requested to do so by the City, the Contractor must provide the City with evidence of the Contractor's compliance with clauses 11.3 and 11.4.

## **12.0 FORCE MAJEURE**

12.1 Notwithstanding anything to the contrary in this Agreement, no party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by Force Majeure, meaning (but not limited to) any Acts of God, storm, war, civil commotion, terrorism, labor disputes or strikes, fire, flood, or other casualty, governmental actions or inactions, priorities, or regulations; or any cause beyond the parties' direct and immediate control. The parties shall have such additional time within which to perform as may be reasonably necessary should any such event occur.

### *Consequence of Event of Force Majeure*

12.2 An party is not liable to the other party for any failure or delay in the performance of that party's obligations under this Agreement resulting from an event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the event of Force Majeure provided that that party complies with the requirements of clause 12.3.

### *Duties of Affected Party*

12.3 An affected party must promptly notify the other party in writing upon the occurrence of the event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the event of Force Majeure so as to resume compliance with the affected Party's obligations under this Agreement as soon as possible.

## **13.0 DEFAULT AND TERMINATION**

13.1 In this clause and clauses 13.2 to 13.4:

a. Event of Default means any of the following:

- i. an Insolvency Event,
- ii. the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
- iii. any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

b. Insolvency Event means any of the following:

- i. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
- ii. the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
- iii. a bankruptcy petition is filed or presented against the Contractor or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by the Contractor,

- iv. a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- v. a receiver or receiver-manager is appointed for any of the Contractor's property, or the Contractor ceases, in the City's reasonable opinion, to carry on business as a going concern.

#### *City's options on default*

- 13.2 On the happening of an Event of Default, or at any time thereafter, the City may, at its option, elect to do any one or more of the following:
- a. by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - b. pursue any remedy or take any other action available to it at law or in equity; or
  - c. by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under clause 13.2(a).

#### *Delay not a waiver*

- 13.3 No failure or delay on the part of the City to exercise its rights in relation to an Event of Default will constitute a waiver by the City of such rights.

#### *City's right to terminate other than for default*

- 13.4 In addition to the City's right to terminate this Agreement under clause 13.2(c) on the happening of an Event of Default, the City may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### *Payment consequences of termination*

- 13.5 If the City terminates this Agreement under clause 13.4:
- a. the City must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in the specification and Contractor's response which corresponds with the portion of the Services that was completed to the City's satisfaction before termination of this Agreement; and
  - b. the Contractor must, within 30 days of such termination, repay to the City any paid portion of the fees and expenses described in the specification and Contractor's response which corresponds with the portion of the Services that the City has notified the Contractor in writing was not completed to the City's satisfaction before termination of this Agreement.

#### *Discharge of liability*

- 13.6 The payment by the City of the amount described in clause 13.5(a) discharges the City from all liability to make payments to the Contractor under this Agreement.

### *Notice in relation to Events of Default*

- 13.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the City of the particulars of the Event of Default or anticipated Event of Default. A notice under this clause as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this clause as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

## **14.0 DISPUTE RESOLUTION**

### *Dispute resolution process*

- 14.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- a. the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - b. if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Manitoba mediation roster; and
  - c. if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act* (Manitoba), which decision shall be final and binding.

### *Location of arbitration or mediation*

- 14.2 Unless the parties otherwise agree in writing, an arbitration or mediation under clause 14.1 will be held in Brandon, Manitoba.

### *Costs of mediation or arbitration*

- 14.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under clause 14.1 other than those costs relating to the production of expert evidence or representation by counsel.

## **15.0 MISCELLANEOUS**

### *Delivery of notices*

- 15.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- a. by email to the addressee's email address provided to the City;
  - b. by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- c. by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth business day after its mailing.

To the City at:

Director of Finance  
The City of Brandon  
410 – 9<sup>th</sup> Street  
Brandon, MB R7A 6A2  
Fax (204) 726-8546  
Email [t.pearce@brandon.ca](mailto:t.pearce@brandon.ca)

To the Contractor at:

{company name}  
{company address}  
Fax {company fax number}  
Email {company email address}

#### *Assignment*

- 15.2 The Contractor must not assign any of the Contractor's rights under this Agreement without the City's prior written consent.

#### *Subcontracting*

- 15.3 The Contractor must not sub-contract any of the Contractor's obligations under this Agreement to any person without the City's prior written consent. No sub-contract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- a. any person retained by the Contractor to perform obligations under this Agreement; and
  - b. any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### *Waiver*

- 15.4 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

#### *Modifications*

- 15.5 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

#### *Entire agreement*

- 15.6 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

### *Survival of certain provisions*

15.7 Clauses 3.10, 5.1, 5.2, 5.4 to 5.7, 7.1 to 7.5, 8.1 to 8.4, 9.1, 9.2, 10.1, 11.1, 11.2, 11.5, 12.1 to 12.3, 13.2 to 13.6, 14.1 to 14.3, 15.1, and 15.7, any accrued but unpaid payment obligations, and any other clauses of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

### *Contract Documents*

15.8 The Contract Documents to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those documents) are part of this Agreement.

### *Independent contractor*

15.9 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- a. an employee or partner of the City; or
- b. an agent of the City except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this clause.

### *Personnel not to be employees of City*

15.10 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a sub-contractor in relation to providing the Services being considered employees of the City.

### *Key Personnel*

15.11 If one or more individuals are specified as key personnel of the Contractor, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the City otherwise approves in writing, which approval must not be unreasonably withheld.

### *Pertinent information*

15.12 The City must make available to the Contractor all information in the City's possession which the City considers pertinent to the performance of the Services.

### *Conflict of interest*

15.13 The Contractor must not provide any services to any person in circumstances which, in the City's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the City under this Agreement.

### *Time*

15.14 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

### *Conflicts among provisions*

15.15 Conflicts among provisions of this Agreement will be resolved as follows:

- a. a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into any contract document, unless that conflicting provision expressly states otherwise; and

### *Agreement not permit nor fetter*

15.16 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the City or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the City or its agencies of any statutory, prerogative, executive or legislative power or duty.

### *Remainder not affected by invalidity*

15.17 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

### *Governing law*

15.18 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in Manitoba.

### *Counterparts*

15.19 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in clause 13.1 or any other method agreed to by the parties.

**IN WITNESS WHEREOF** the Parties have signed this Agreement by their duly authorized representatives, on the day and year first above written.

**THE CITY OF BRANDON**

**PER:**

---

*"I am authorized to bind the City"*

Name:

Position:

Date:

**CONTRACTOR**

**PER:**

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*"I am authorized to bind the Contractor"*

Name:

Position:

Date: