

INTERCHANGE AGREEMENT

BETWEEN:

MICHAEL LEGARY
("Legary ")

- and -

THE CITY OF WINNIPEG
("Winnipeg")

- and -

THE GOVERNMENT OF
MANITOBA
("Manitoba")

WHEREAS:

- A Manitoba wishes to accept Legary of Winnipeg for an interchange, and
- B. Winnipeg is prepared to allow Legary to take part in an interchange to Manitoba, and
- C. Legary is prepared to be interchanged to Manitoba in accordance with the terms and conditions of this Agreement.

NOW WITNESSETH the parties agree as follows:

INTERCHANGE

- 1.1 For the term of this Interchange Agreement (Agreement), Winnipeg shall permit Legary to take part in an interchange to Manitoba to provide Services of Premier's Enterprise Team Coordinator on a part-time basis, based on a 7-hour work day (35-hour work week). Legary will provide Services to Manitoba, as follows:
 - (a) three (3) days per week for the month of March 2017;
 - (b) one (1) to two (2) days per week for the months of April and May, 2017, and;
 - (c) five (5) days per four (4) weeks thereafter for the remainder of the term of the agreement.
- 1.2 The parties acknowledge that Section 1.1 may conflict with the terms of the contract of employment as between Winnipeg and Legary signed and executed February 15, 2017, and that changes to the initial terms and conditions of employment were implemented in exchange for good and valuable consideration.
- 1.3 Legary shall report to the Principal Secretary of the Priorities and Planning Secretariat in respect of the Services provided to Manitoba during the term of this Agreement.

- 1.4 The Services of Premier's Enterprise Team Coordinator include the following duties:
- (a) Coordination of the Premier's Enterprise Team; and
 - (b) Coordination of Economic Planning Activities.

TERM

- 2.1 The term of this Agreement shall be from March 6, 2017 to September 4, 2017 unless extended under Section 2.2 or earlier terminated under Section 2.3, 2.4, 2.5 or 2.6.
- 2.2 Prior to the end of the term of this Agreement, this Agreement may be extended by mutual agreement of the parties in writing for an additional three (3) month period, and prior to the end of such extended term, may be extended again for an additional three (3) month period, upon the same terms and conditions as set out in this Agreement, except that in any extension, the basis on which Legary will provide Services during the period of an extension will be five (5) days per four (4) weeks.
- 2.3 This Agreement may be terminated without cause upon four (4) weeks prior written notice by either Winnipeg or Manitoba or upon such other period of notice as may be mutually agreed upon by the parties in writing.
- 2.4 Notwithstanding any other provision contained herein, this Agreement may be terminated by Manitoba with immediate effect, if in the opinion of Manitoba, the Services are performed unsatisfactorily or improperly.
- 2.5 Notwithstanding any other provision in this Agreement, Winnipeg may terminate this Agreement with immediate effect in the event that Manitoba fails to remedy or take action to remedy any breach of a term of this Agreement.
- 2.6 Notwithstanding any other provision contained herein, this Agreement may be terminated by any party with immediate effect in the event that a part of the Agreement cannot be performed due to causes that are outside the control of the parties and could not be avoided by the exercise of due care.
- 2.7 If Legary is unable to perform the Services of Premier's Enterprise Team Coordinator identified in this Agreement due to Legary's death or extended absences relating to illness or injury, Winnipeg is not required to make available to Manitoba an alternate employee to provide the Services.

SALARY, BENEFITS AND EXPENSES

- 3.1 Manitoba shall pay to Winnipeg for each bi-weekly work period during the term of this Agreement that Legary provides Services to Manitoba, as reimbursement for the Services provided by Legary to Manitoba pursuant to this Agreement:
- (a) Base (gross) salary in the amount of \$7,177.76 bi-weekly based on a 35-hour work week, prorated to the total number of hours of work performed for Manitoba in that period; and
 - (b) The actual cost of payroll taxes and staff benefit expenses and pay levies incurred by

Winnipeg on behalf of Legary in the bi-weekly period, prorated to the total number of hours of work performed for Manitoba in that period.

For further clarity, the amount that Manitoba shall pay to Winnipeg pursuant to Paragraph 3.1(a) for each bi-weekly period will be:

- i. For those periods in which Legary works three (3) days per week: \$7,177.76 multiplied by 6 and divided by 10;
 - ii. For those periods in which Legary works one day per week for Manitoba, \$7,177.76 multiplied by 2 and divided by 10;
 - iii. For those periods in which Legary works two days per week for Manitoba, \$7,177.76 multiplied by 4 and divided by 10; and
 - iv. For those periods in which Legary works five days per four (4) week period for Manitoba, \$7,177.76 multiplied by 2.5 and divided by 10.
- 3.2 Manitoba shall pay to Winnipeg the amounts stipulated in 3.1 in monthly instalments. In accordance with Section 7.7 and on the first day of every month, Manitoba shall provide Winnipeg a summary of hours worked by Legary for Manitoba over the previous month, and Winnipeg shall then provide receipt of invoices therefor in accordance with Section 7.7. Manitoba shall pay Winnipeg forthwith following receipt of such invoices.
- 3.3 Legary will continue to participate in all the Human Resources Policies and Procedures of Winnipeg with respect to benefits, vacation, sick leave and other benefits as they may exist from time to time for comparable level employees of Winnipeg throughout the term of this Agreement. For further clarity, Legary shall retain his entitlement to vacation, sick leave, and other leave balances and benefits relating to his employment with Winnipeg as of the commencement of the term of this Agreement, and shall be entitled to accruals in his vacation and other leave balances and benefits throughout the term of this Agreement as if he were a full-time employee of Winnipeg during the term of this Agreement, subject to any deductions from those balances and benefits in accordance with the Human Resources Policies and Procedures of Winnipeg during the term of this Agreement, and he shall retain his entitlement to the balances and benefits that exist at the expiry or earlier termination of this Agreement when he resumes his position as Chief Innovation Officer on a full-time basis, all in accordance with Winnipeg's Human Resources Policies and Procedures.
- 3.4 Arrangements respecting the payment of expenses incurred by Legary as a result of the interchange shall be made between Manitoba and Legary consistent with Manitoba Civil Service Policy, which, among other things, requires written approval prior to any expenses being incurred.
- 3.5 Manitoba shall maintain a record of any leave (eg. sick leave, vacation, educational) granted to Legary by Manitoba in the course of providing services to Manitoba. Manitoba shall provide this record to Winnipeg on a monthly basis.
- 3.6 The parties may conduct regular reviews of this Agreement throughout the term of the Agreement.

STATUS

- 4.1 1 During the term of this Agreement, Legary shall remain an employee of Winnipeg in the position of Chief Innovation Officer for Winnipeg, fulfilling the duties of that position on a part-time basis that reflects his assignment on a part-time basis to Manitoba, and shall be entitled to the rights and benefits in effect for employees of Winnipeg.
- 4.2 Upon expiry or earlier termination of this Agreement, Legary shall resume the duties of the position of Chief Innovation Officer for Winnipeg on a .full-time basis.
- 4.3 During the term of this Agreement, Manitoba shall not offer Legary employment with Manitoba following the expiry or early termination of this Agreement.

CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 5.1 It is agreed that all materials, programs, reports and correspondence of any nature prepared by Legary in the course of providing Services to Manitoba during the course of this Agreement shall be the property of Manitoba. While this Agreement is in effect, and at all times thereafter, Legary shall treat as confidential all information, data, reports, documents and materials acquired or to which access has been given in the course of providing services to Manitoba pursuant to this Agreement and shall not disclose or permit to be disclosed any such information without first obtaining the permission of Manitoba.
- 5.2 Legary will abide by the policies of Manitoba in the performance of his duties for Manitoba.
- 5.3 During the term of this Agreement, Legary will continue to be bound as practicable by Winnipeg's policies, guidelines, and practices, including Winnipeg's Code of Conduct and its provisions relating to conflicts of interest, and shall maintain confidentiality with respect to Winnipeg's information, data, reports, documents and materials. Should any potential conflict of interest between his duties at Manitoba and those at the City be identified, Legary shall alert Manitoba and Winnipeg.

INDEMNITY AND INSURANCE

- 6.1 Manitoba shall at all times indemnify and save harmless Winnipeg, its officers, directors, employees and agents from and against every claim, including any workers' compensation claim, for loss, costs, expenses and damages with respect to, or in any way resulting out of anything done or not done or caused or permitted to be done or not done by Legary within the scope of carrying out Services for Manitoba.
- 6.2 In the event a claim is brought against Winnipeg, Winnipeg shall immediately advise Manitoba of such claim. Provided legal counsel is deemed necessary, Winnipeg and representatives of Manitoba will meet to appoint counsel acceptable to both parties. Should Winnipeg and Manitoba be unable to agree on counsel, Manitoba's decision will be final.
- 6.3 Manitoba shall provide and maintain general liability insurance for bodily injury and property damage coverage in an amount of not less than two million (\$2,000,000) dollars, per occurrence and five million (\$5,000,000) in the aggregate. Such policy shall also contain a

cross liability clause, contractual liability, employer's liability, Legary as an employee, and name Winnipeg as an additional insured. The insurance shall remain in full force and effect during the term of this agreement. Proof of such insurance shall be provided to Winnipeg.

GENERAL

- 7.1 Sections 5.1, 6.1, 6.2 and 6.3, and any other Sections that by their sense and context are intended to survive the expiry of this Agreement shall so survive.
- 7.2 This Agreement may be disclosed by Manitoba or Winnipeg. Decisions about disclosure are at the sole discretion of Manitoba or Winnipeg.
- 7.3 This Agreement shall be construed in accordance with the laws of Manitoba as applied to agreements entered into and executed entirely within Manitoba between Manitoba residents.
- 7.4 Before, during and after the expiry or termination of this Agreement, the parties shall execute all documents and do all acts and things as any other party may reasonably request in order to carry out the intent of this Agreement.
- 7.5 The parties may amend any provision of this Agreement at any time by mutual agreement by all of them in writing.
- 7.6 In the event that any provision of this Agreement is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect the remainder of this Agreement, which will continue to be in full force and effect.
- 7.7 Any notices given under this Agreement shall be in writing and delivered or sent by courier, facsimile transmission, or registered mail to the respective addresses set out below or such other address as one party may provide to the others, in writing:

TO: **Manitoba**
 Attention: Clerk of the Executive Council
 215-450 Broadway
 Winnipeg, Manitoba
 R3C 0V8

TO: **The City of Winnipeg**
 Attention: Doug McNeil, P.Eng.,
 Chief Administrative Officer
 Second Floor, Administration
 Building 510 Main Street
 Winnipeg, Manitoba
 R3B 189

TO: **Michael Legary**



- 7.8 This Agreement shall inure to the benefit of and be binding upon any successors of Manitoba and Winnipeg and the heirs, executors and administrators of Legary.
- 7.9 The parties shall not assign or transfer this Agreement or any of the rights, responsibilities or obligations under it.
- 7.10 This Agreement contains the entire agreement between the parties and there are no undertakings, representations or promises, expressed or implied, other than those contained in this Agreement related to the interchange of Legary.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the dates noted below.

“Original signed by”

May 29, 2017

Michael Legary

Date