

THIS AGREEMENT made in duplicate this            day of            , 2021.

BETWEEN

XXXX,

(hereinafter called the “Firm”)  
OF THE FIRST PART

And

THE LOCAL GOVERNMENT DISTRICT OF PINAWA

(hereinafter called the “LGD”)  
OF THE SECOND PART

WHEREAS the City requested proposals for the selection of a lawyer or firm to provide consultant services to the Local Government District of Pinawa for Municipal By-law related issues, including Court representation, and for areas of municipal operation such as, but not limited to, engineering, planning, property matters, and compliance related issues for a three (3) year term; and

WHEREAS the Firm submitted a proposal to this process for the LGD, which proposal was accepted;

NOW THEREFORE the LGD and the Firm covenant and agree with each other as follows:

1. The preamble hereof shall form an integral part of this Agreement.
2. The Firm agrees to provide legal services (herein called the “Service”) in the practices of general municipal law, municipal procurement, municipal planning, environmental law, and other matters as may arise during the course of this Agreement, and more specifically as set out in the proposal dated ##### and attached hereto as Schedule “A”. In the event of conflict between Schedule “A” and this Agreement, this Agreement shall prevail.
  - a) General municipal law involves providing guidance with respect to applicable legislation, procedural and governance matters, and other matters arising from the general operations of the LGD. General operations of the LGD include, but are not limited to, engineering services, property management, municipal finance/tax/assessment, infrastructure, by-law enforcement, contract negotiations and dispute resolutions.
  - b) Municipal procurement involves ensuring compliance with procurement laws in respect of bidding and tendering processes and providing guidance to staff in the interpretation and application of LGD policy with respect to procurement practices.

- c) Municipal planning involves interpretation and application of planning laws and ensuring compliance with the current Zoning By-law and Development Plan.
- d) Environmental law involves providing opinion on environmental issues as they arise and ensuring the LGD is in compliance with related legislation and requires compliance of others with respect to programs or projects as appropriate.

The Firm may be required to prepare relevant documents and represent the LGD in court proceedings in relation to any of these matters as deemed necessary and appropriate.

3. The Firm shall provide the Service to the LGD commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

4. The hourly rate to be paid by the LGD to the Firm for the Service provided shall be as follows:

Year	Rate	5% GST	7% RST	Total Rate per Hour
2021				
2022				
2023				

Payment shall be made by the LGD to the Firm upon completion of the process and receipt of an invoice from the Firm.

- 5. The LGD may negotiate with the Firm an hourly fee for any additional specialized service requested outside the scope of this Agreement.
- 6. The Firm agrees that the Service provided by the Firm during the term of this Agreement shall be performed by XXXX, or another member(s) of the Firm working together with or in conjunction with XXXX.
- 7. The LGD agrees that Gisele Smith, Resident Administrator of the LGD, is the LGD's liaison for this Agreement, or such other employee as authorized to act by the Resident Administrator.
- 8. The Firm shall avail themselves to the City or have a representative available on short notice regarding matters of an urgent matter.
- 9. The Firm shall well and faithfully serve the LGD, shall not disclose the private affairs of the LGD or any matter of confidentiality of the LGD to any person other than a senior executive officer of the LGD, and shall not use for its own purposes or for any purpose other than those of the LGD any information which the Firm may acquire with respect to the LGD's affairs.

10. The Firm confirms it shall at all times hereto maintain satisfactory errors and omissions insurance as prescribed by the Law Society of Manitoba.
11. The Firm shall indemnify, save and hold harmless the LGD from all claims, demands, suits, actions, and costs that may be brought at any time against the LGD, its servants or agents by reason of or arising out of any errors or omissions on the part of the Firm, including any representative acting on its behalf, pursuant to this Agreement.
12. This Agreement is not assignable by the Firm.
13. The LGD reserves the right to cancel this Agreement upon (7) days written notice to the Firm if, at any time, the City is not satisfied with the quality of Service being performed under this Agreement or if the Firm fails to comply with any of the terms of this Agreement. Prior to issuing such written notice, the LGD shall meet with a representative of the Firm to discuss the issue(s) of concern. Full particulars of any concern(s) shall be provided to the Firm by the LGD in writing. All notices, instructions and approvals shall be issued by the Resident Administrator or designate, which decision shall be final and binding upon both parties.
14. The LGD reserves the right to obtain the Service from another law firm if there are special circumstances, specialized work, and/or if a conflict of interest arises with the Firm.
15. For the purpose of this Agreement, any notice to the LGD by the Firm shall be addressed to the Resident Administrator, LGD of Pinawa, Box 100, Pinawa, MB, R0E 1L0. Any notice to the Firm by the LGD shall be addressed to XXXX.
16. In the event of cancellation of this Agreement, the LGD will pay, upon receipt of an invoice and supporting documentation from the Firm, such compensation as the Firm may be entitled to receive under this Agreement for work completed up to the date that notice of cancellation is received by the Firm.
17. This document contains the entire agreement between the parties. There are no undertakings, representations, or promises, expressed or implied, other than those contained in this Agreement.
18. Any amendments of this Agreement shall be unenforceable unless made in writing and signed by each party before a witness.
19. If for any reason whatsoever any term or condition of this Agreement, or the application thereof to any party or circumstance, shall to any extent be invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to the parties or circumstances, other than those which are invalid or unenforceable, shall

not be effected, and each term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

20. The Agreement shall be governed by and interpreted in accordance with the laws and regulations of the Province of Manitoba, as amended. In the event of any dispute between the parties in relation to this Agreement, and as an alternative to proceedings in the Court of Queen’s Bench, it is agreed by the parties that any such dispute may be resolved pursuant to arbitration in accordance with *The Arbitration Act (Manitoba)*.
21. Nothing contained within this Agreement shall create any relationship between the parties other than that of Legal Counsel and Client, and without limitation, nothing in this Agreement shall be construed to constitute the Legal Counsel and Client as partners, joint ventures or members of a joint or common enterprise, with respect to the Service.
22. Time shall be of the essence in this Agreement.
23. The Firm and the LGD acknowledge that each:
  - a) has had the opportunity for independent legal advice and representation;
  - b) has read the Agreement in its entirety and has full knowledge of the contents thereof;
  - c) understands this Agreement;
  - d) in signing this Agreement, does so freely and voluntarily and believes this Agreement will not result in circumstances that either unconscionable or unfair to either party.
24. This Agreement shall enure to the benefit of and be binding upon the parties hereto.

IN WITNESS WHEREOF the parties have hereunto caused their corporate seals to be affixed duly attested to by the hand of their proper signing officers in that behalf and/or set their hands and seals the day and year first above written.

{NAME OF FIRM}

\_\_\_\_\_  
“Authorized Signatory  
I am authorized to bind the company”

\_\_\_\_\_  
“Authorized Signatory  
I am authorized to bind the company”

THE LOCAL GOVERNMENT DISTRICT OF PINAWA

\_\_\_\_\_  
Gisele Smith  
Resident Administrator  
I am authorized to bind the Municipality

