

## INTERCHANGE AGREEMENT

BETWEEN:

MR SHERWOOD ARMBRUSTER  
(hereinafter referred to as "Armbruster")

- and -

THE CITY OF WINNIPEG  
(hereinafter referred to as "Winnipeg")

- and -

THE GOVERNMENT OF MANITOBA  
(hereinafter referred to as "Manitoba")

### WHEREAS:

- A. Manitoba wishes to accept Armbruster of Winnipeg for an interchange, and
- B. Winnipeg is prepared to allow Armbruster to take part in an interchange to Manitoba, and
- C. Armbruster 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 Agreement, Winnipeg shall permit Armbruster to take part in an interchange to Manitoba to provide services as Senior Project Manager on a full time basis.
- 1.2 Armbruster 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.
- 1.3 Armbruster shall at all times remain an employee of Winnipeg.

### TERM

- 2.1 The term of this Agreement shall be from January 23, 2017 to July 21, 2017 and may be subject to regular review by the parties.
- 2.2 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.
- 2.3 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.

- 2.4 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.
- 2.5 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.
- 2.6 Should Armbruster be unable to perform the services identified in this Agreement due to Armbruster's death or extended absences relating to illness or injury, there is nothing in this Agreement that requires Winnipeg to make available to Manitoba an alternate.
- 2.7 Upon completion or termination of this Agreement, Winnipeg intends that Armbruster shall return to the position of Manager, Special Projects, subject to conditions in effect at that time.

### **SALARY, BENEFITS AND EXPENSES**

- 3.1 Subject to Section 3.3, Manitoba shall pay to Winnipeg, as reimbursement for the services provided by Armbruster to Manitoba pursuant to this Agreement:
  - a. Base (gross) salary in the amount of \$4,191.95 bi-weekly; and
  - b. 20% of base salary for all staff benefit expenses and pay levies incurred by Winnipeg on behalf of Armbruster during the period of this Agreement.
- 3.2 Manitoba shall pay to Winnipeg the amounts stipulated in 3.1 in quarterly instalments, upon receipt of invoices there for in accordance with 7.7.
- 3.3 The base salary stipulated in Section 3.1 shall be increased to reflect any retroactive adjustments approved by Winnipeg before, during, or after the term of this Agreement, and applicable to Armbruster's position as Manager, Special Projects with Winnipeg should such an increase bring Armbruster's Winnipeg salary above the rate outlined in 3.1(a) during the term of this Agreement. For greater clarity, Manitoba shall only be responsible for any additional amounts which are retroactively owed with respect to Armbruster's work for Manitoba during the period of this Agreement. Winnipeg shall forthwith notify Manitoba and Armbruster of any such increases if they occur.
- 3.4 Armbruster will continue to participate in all the Human Resources Policies and Procedures of Winnipeg with respect to benefits, vacation, sick leave and compensation benefits as they may exist from time to time for comparable level employees within Winnipeg and will retain all benefit accruals earned to date. For further clarity, Armbruster shall carry current vacation and other leave balances into this Agreement, accruals will continue during the term of this Agreement, leave taken will be deducted from balances during this Agreement, and balances will carry back to Winnipeg at the end of this Agreement, all in accordance with Winnipeg's Human Resources Policies and Procedures.
- 3.5 Arrangements respecting the payment of expenses incurred by Armbruster as a result of the interchange shall be between Manitoba and Armbruster consistent with Manitoba Civil Service Policy.

- 3.6 Manitoba shall maintain a record of any leave (eg. sick leave, vacation, educational) granted to Armbruster by Manitoba in the course of him providing services to Manitoba. Manitoba shall provide this record to Winnipeg on a monthly basis in accordance with 7.7.
- 3.7 It is agreed that Manitoba will conduct performance assessments of Armbruster and, upon request, provide Winnipeg with a written evaluation of Manitoba's level of satisfaction with the services provided under this Agreement.

### **STATUS**

- 4.1 During the term of this Agreement, Armbruster shall remain an employee of Winnipeg and shall be entitled to the rights and benefits in effect for employees of Winnipeg.
- 4.2 The right to discipline Armbruster during the term of this Agreement shall rest with Winnipeg. Manitoba will notify Winnipeg forthwith in the event disciplinary action is required during the interchange. Any discipline that may occur during the term of this Agreement may be carried into Armbruster's personnel file with Winnipeg.

### **CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- 5.1 It is agreed that all materials, programs, reports and correspondence of any nature prepared by Armbruster 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, Armbruster 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 Armbruster will abide by the policies of Manitoba in the performance of his duties for Manitoba.
- 5.3 During the term of this Agreement, Armbruster 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, Armbruster shall alert Manitoba and the City.

### **INDEMNITY**

- 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 Armbruster within the scope of carrying out his duties for Manitoba.

Manitoba shall be immediately advised in the event a claim is brought against Winnipeg. 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.

- 6.2 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, Armbruster 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, and 3.3 shall survive the expiry of this Agreement.
- 7.2 The parties agree that 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 transactions taking place 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 notify the other, in writing:

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

TO: **The City of Winnipeg**  
 Attention: Alison Moist  
 Main Floor, Administration Building  
 510 Main St.  
 Winnipeg, MB  
 R3B 1B9

TO: **Sherwood Armbruster**

- 8.1 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 Armbruster.
- 8.2 The parties shall not assign or transfer this Agreement or any of the rights, responsibilities or obligations hereunder.
- 8.3 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 Armbruster.

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

“Original signed by”

January 25, 2017

\_\_\_\_\_  
Sherwood Armbruster

\_\_\_\_\_  
Date