



Contract 4200P

Development of a Social Planning Strategy for Richmond

1. Introduction

- 1.1 The City of Richmond proposes to engage the services of a Consultant to assist staff with the preparation of a ten (10) Year Social Planning Strategy for the City.
- 1.2 The objective of this request for proposal is to provide the City with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview and selection.

2. Definitions

- 2.1 Throughout this Request for Proposal the following definitions apply:
 - a) “BC Bid” means the electronic tendering service maintained by the Province of British Columbia located online at www.bcbid.ca, or any replacement website;
 - b) “City” means the City of Richmond, British Columbia;
 - c) “Consultant” or “Contractor” means the Successful Proponent to this Request for Proposal who enters into a written Contract with the City to perform and to oversee the Work;
 - d) “Contract” means the written agreement resulting from this Request for Proposal executed by the City and the Vendor for the Work;
 - e) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
 - f) “Proposal” means a proposal submitted by a Proponent in response to this Request For Proposal;
 - g) “Proponent” means an individual or a company that submits, or intends to submit, a Proposal in response to this Request for Proposal;

- h) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- i) “Submission” means a proposal submitted by a Proponent in response to this RFP;
- j) “Successful Proponent” means the same as “Consultant” and
- k) “Work” means the provision of all labour, services, material and equipment, and any action as necessary for the Preferred Proponent to complete and perform its obligations in accordance with the terms and conditions of the Contract.

3. Submission Details

- 3.1 Five (5) copies of proposals marked **“Development of a Social Planning Strategy for Richmond - Contract 4200P”** addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, until 2:00pm. local time on Wednesday, February 16th, 2011 (the “Closing Time”). Submissions received after this time will be returned to the sender.

4. Pre-Bid Meeting

- 4.1 This section is intentionally omitted.

5. Enquiries

- 5.1 Clarification of terms and conditions of the proposal process shall be directed to:

Purchasing

Kerry Lynne Gillis

Buyer II - Contracting Specialist

Purchasing Section

City of Richmond

E-mail: purchasing@richmond.ca

- 5.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 5.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City of Richmond Staff that affect the Proposal Process, any interpretation of, additions to, deletions from, or any other corrections to the Request for Proposal document, may be issued as written addenda by the City of Richmond. It is the sole responsibility of the potential

Proponents to check with the following websites to ensure that all available information has been received prior to submitting a proposal:

- a) City of Richmond: <http://www.richmond.ca/busdev/tenders.htm>
- b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>

5.4 All questions must be sent in writing to the contact person listed in subsection 5.1 by 5:00 pm, local time on Tuesday, February 8th, 2010. Questions received after this deadline will not be addressed.

6. Terms of this Request for Proposal

- 6.1 Proposals shall be open for acceptance for ninety (90) days following the submission closing date.
- 6.2 The City reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at its own discretion.
- 6.3 Proposals may be withdrawn by written notice only provided such notice is received at the office of the City's Purchasing Section prior to the date/time set as the closing time for receiving proposals.
- 6.4 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 6.5 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 6.6 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP may be rejected in whole or in part by the City at its sole discretion.
- 6.7 The City may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
- 6.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.

- 6.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

7. Publication of the Results of the Request for Quotation

- 7.1 The City will publish the name of the successful Proponent on the websites listed in subsection 5.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this RFP.

8. Negotiations

- 8.1 The award of the contract is subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:
- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
 - b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent and
 - c) specific contract details as deemed reasonable for negotiation by the City of Richmond.
- 8.2 If a written contract cannot be negotiated within sixty (60) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

9. Project Background

- 9.1 The purpose of the Social Planning Strategy (“Strategy”) is to help guide the City of Richmond’s decisions on social planning matters over the next ten (10) years. To this end, the Strategy will:
- a) Identify future social planning priorities for Richmond.
 - b) Clarify appropriate responsibilities for the City and others.
 - c) Provide the foundation for more effective and sustainable social planning and service delivery in the future.
- 9.2 There are two primary reasons for preparing the Strategy:
- a) *Increasing complexity of issues* - As Richmond and the region continue to grow and develop, the type and nature of social issues being faced are

becoming increasingly complex and challenging (e.g., homelessness, addictions, the growing gap between “haves and have nots”). Further, the City is not in a position to “do it alone” in responding to social issues – it needs to be strategic, adopt appropriate roles, and work in partnership with other stakeholders. The Social Planning Strategy is intended to help the City in defining its future social course.

- b) *Council priority* - Council recognizes the importance of having a strategic document to help frame its future decisions on social issues. Indeed, the preparation of a Social Planning Strategy emerged as one of the top priorities when Council articulated its goals for the current term of office in early 2009.

9.3 In addition, a corporate restructuring occurred in 2009 which saw the creation of a new Community Services Department. One of the new department’s divisions is Community Social Services, which is responsible for social planning, affordable housing, diversity services, senior services, and youth services. Preparation of the Social Planning Strategy is thus coming at an opportune time, as it will help frame the priorities to be addressed through the new corporate structure.

9.4 Considerable work was undertaken on the Social Planning Strategy during 2010. The primary focus of the efforts was on consultation, whereby members of the public, partner groups, and other stakeholders were asked to provide input regarding the Strategy. Methods of consultation included:

- a) questionnaires
- b) community forums
- c) presentations to, and solicitation of input from, City advisory committees and external groups
- d) study circle discussions
- e) an online discussion forum through the City’s website.

9.5 Through the process, a concerted effort was made to reach individuals who would not typically be engaged in a civic planning process (e.g. recent immigrants with limited English language skills).

9.6 The information obtained through the consultations, in conjunction with other materials provided by City staff, should assist the Consultants in proceeding with the next phase of the Social Planning Strategy preparation process.

10. Project Scope

Consultant Duties

10.1 Working closely with City staff, the Consultant will be responsible for six (6) key areas of work:

a) Area One (1): Information Consolidation (Foundation Report)

As noted, considerable information has already been collected for the Social Planning Strategy. The Consultant will be responsible for synthesizing, consolidating, updating, and augmenting the information, preparing a “foundation report” which contains:

- i. an updated inventory of key City social planning programs, policies, resources, and initiatives, including those that may not typically be considered under the purview of social planning (e.g., the RCMP’s DARE program, Richmond Fire Rescue’s role in the Juvenile Fire Setter Program, City support for the Restorative Justice Program).
- ii. an overview of relevant City studies or strategies that will influence, or be influenced by, the Social Planning Strategy (e.g., Older Adults Service Plan, Youth Services Plan, Wellness Strategy)
- iii. a synopsis of information obtained through the stakeholder consultation processes undertaken to date for the Strategy
- iv. an assessment of key demographic and social trends – especially those pertaining to Richmond - that are relevant to preparation of the Strategy
- v. other information deemed pertinent for the review.

Deliverable: A report.

b) Area Two (2): Visioning and Strategy Development

The Consultant will plan and facilitate a minimum of three (3) workshops with appropriate City staff and external stakeholders in efforts to:

- i. share and corroborate the key findings and conclusions from the foundation report described in Area 1, above
- ii. identify Richmond’s social planning strengths, weaknesses, opportunities, and threats (SWOT analysis)
- iii. develop a 10 year Social Planning Vision Statement for the City
- iv. identify social planning strategy options for consideration in the Strategy
- v. prioritize the options

vi. clarify appropriate City roles in addressing the priority options.

Deliverables: Workshops and summary report.

c) Area Three (3): Advisory Committee Assessment

The City has several advisory committees that focus on social concerns (e.g., Child Care Development Advisory Committee, Seniors Advisory Committee, Intercultural Advisory Committee, Community Services Advisory Committee). These committees have been consulted and have provided written submissions regarding the Social Planning Strategy. They will also be affected by, and play a role in implementing, recommendations of the adopted Strategy.

Given the strategic importance of the advisory committees, the Consultant will facilitate at least one (1) workshop with advisory committee representatives, with the aim of determining:

- i. what is currently working well with the City's advisory committee system, and
- ii. what, if any, adjustments could or should be made to improve the efficiency and effectiveness of the system – particularly in light of the 10 year horizon of the Social Planning Strategy.

Deliverables: Workshop(s) and summary report.

d) Area Four (4): Draft Report Preparation

Incorporating the information from Areas 1, 2, and 3 above and, in collaboration with City staff, the Consultant will prepare a draft Social Planning Strategy report which will, at minimum,

- i. provide an updated inventory of major City social policies, programs, and initiatives
- ii. identify existing and emerging social issues and trends facing Richmond
- iii. analyse Richmond's social planning strengths, weaknesses, opportunities, and threats (SWOT analysis)
- iv. identify a vision and principles for a socially sustainable Richmond
- v. identify City social planning priorities, goals, objectives, policies and strategies
- vi. identify possible adjustments to improve the effectiveness and efficiency of the City's advisory committee system – particularly the socially-oriented advisory committees

vii. identify appropriate roles for the City, senior governments, and other partners in addressing Richmond's priority social planning issues.

Deliverable: Draft report.

e) Area Five (5): Stakeholder Consultation

City staff will prepare a covering report and forward the Consultant's draft Social Planning Strategy to Council. Staff will recommend that the draft Strategy be circulated widely in the community for comment (e.g., through the City's website, targeted e-mails, dissemination by non-profit agencies and other community partners). The Consultants will assist City staff in planning and implementing a minimum of three (3) stakeholder workshops aimed at answering the following questions:

- i. is the information in the report accurate?
- ii. are the proposed strategies appropriate?
- iii. is the proposed delineation of roles for the City and other partners appropriate?
- iv. what, if any, adjustments are required for the Social Planning Strategy report?

Given the diverse ethnic makeup of the population, and the City's commitment to being inclusive and welcoming, it is essential that the stakeholder consultation be accessible and inviting to as wide a cross section of the community as possible (e.g., recent immigrants, people with disabilities, and other hard to reach groups).

Deliverables: A minimum of three (3) workshops and summary report.

f) Area Six (6): Report Finalization

Based on the information obtained through the consultation process [Area Five (5), above], the Consultant will prepare a revised Social Planning Strategy document, which staff will submit to Council for adoption in due course.

Deliverable: Final Social Planning Strategy document.

11. City Provided Items

11.1 The Community Social Services Division of the Community Services Department will manage this project and will provide the consultants with:

- a) all language translations for public engagement if deemed appropriate.

- b) advertising for public engagement meetings or Open House
- c) identification of City staff and external parties for meetings and workshops
- d) booking of meeting spaces
- e) copies of submissions, questionnaire data, and other information obtained through Strategy consultation process to date
- f) access to pertinent City reports, documents, strategies, plans and initiatives
- g) hard copies of documents that are not digitally available
- h) hotlinks to relevant plans and documentation on City website.

12. Budget

- 12.1 A budget of \$70,000.00 Canadian, including all applicable taxes, has been assigned to this project, including a final report and all associated costs.

13. Project Schedule

- 13.1 The project is to be completed by August 31, 2011, with work commencing as soon as possible in 2011.

14. Proposal Submissions

- 14.1 All Proponents are required to provide the following information with their submissions, and in the order that follows:
- a) A Corporate profile of their firm outlining its history, philosophy and target market.
 - b) A detailed listing of relevant experience in preparation of social planning strategies and in coordinating innovative community consultation processes – particularly with ethnically and linguistically diverse populations.
 - c) A description of the consultant's understanding of the project objectives/outcomes and vision, and how these will be achieved.
 - d) A detailed project methodology explaining each project task including what will be expected of both the consultant and the City with respect to each task.
 - e) Team Composition – a complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, roles and responsibilities, leadership, etc., in addition to their availability for this project.

- f) A detailed proposal of what will be delivered, including the expected outcome and benefits to the City of Richmond.
- g) A complete definition of the process that will be employed to meet the objectives of this project, e.g., approach to be taken, feasibility and market study, etc.
- h) A detailed schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this project.
- i) Provision of a priced methodology complete with a time allotment for each identified task proposed to employ to carry out the work, this shall form the basis for payments to the successful proponent. Supplement this with a schedule of fees for staff to be assigned to the project. These rates shall be the basis for adjustments to the value of the contract in the event the scope of work varies from that proposed.
- j) A minimum of three (3) client references from projects of a similar size and scope.

15. Review of Proposals

- 15.1 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 15.2 The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 15.3 Proposals shall be evaluated to determine the best value offered to the City against conformance to the following criteria:
 - a) Understanding of project objectives/outcomes and vision.
 - b) Project Methodology.
 - c) Team Composition – Experience and Qualifications of those staff to be assigned to the project.
 - d) Project Deliverables.
 - e) Value for Money.
 - f) References.
- 15.4 Proponents may be scheduled for an interview at the discretion of the City.

16. Non-Conforming Proposals

16.1 Proposals which fail to conform to the Proposal Submission requirements or which fail to conform to any other requirement of this RFP may be rejected by the City. Notwithstanding the foregoing or any other provision of this RFP, the City may at its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Submission requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP except the requirement of delivery of the Proposal prior to the Closing Time.

17. RFP Process

17.1 The City may unilaterally take the following actions, and shall not be liable for any such actions:

- a) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
- b) reject or accept any or all Submissions;
- c) cancel the RFP process at any time and reject all submissions; or
- d) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements.

17.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

18. Working Agreement

18.1 The successful proponent will enter into a contract for services with the City based upon the information contained in this request for proposal and the successful proponent's submission and any modifications thereto.

18.2 Proponents may include their standard terms of engagement with the Proposals.

19. Information Disclaimer

19.1 The City and its directors, officers, employees, agents, Consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.

- 19.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
- 19.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City and its directors, officers, employees, agents, Consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.



This Agreement dated the * day of *, 2011, at the City of Richmond, in the Province of British Columbia

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC
V6Y 2C1

(the "City")

And:

*

(the "Consultant")

Whereas:

- A. The City is * (the "Event or Project");
- B. The City requires a * the Event or Project;
- C. The City issued a Request for Quotation* for the supply and delivery of *;
- D. The Consultant is willing and prepared to deliver *;

NOW THEREFORE in consideration of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Responsibilities and Duties

1.1. The Consultant shall be responsible for the following as per Request for Quotation*/Proposal * and the Consultant's submission dated *.

- a) *
- b) *
- c) *
- d) *
- e) *

- f) ✖
- g) ✖
- h) ✖

1.2. The Consultant agrees to conduct himself professionally and with integrity so as not to embarrass or discredit the City throughout the performance of the duties and responsibilities set out in this agreement.

2. Compensation

2.1. In exchange for carrying out the duties and responsibilities set out in this agreement, the City agrees to pay to the Consultant, the basic amount of \$✖.00 plus HST for the duration of the term of this agreement according to the following Fee Schedule:

Project Phase	Basic Consulting Fees
Phase 1 – ✖	\$✖.00
Phase 2 – ✖	\$✖.00
Phase 3 – ✖	\$✖.00
Phase 4 – ✖	\$✖.00
Total basic fees for Phases 1 – ✖	\$✖.00

2.2. The total amount of payments shall not exceed the total upset amount of \$✖, plus HST, for the completion of Phases 1 through 3 inclusive.

2.3. The fees for Phase 4 tasks will be compensated as required by the development of the Project. Phase 4 tasks will be completed by the Consultant only with written authorization of the City and according to the following fee schedule:

Project Phase(s)	Basic Consulting Fees
Phase ✖ – ✖	\$✖.00

2.4. The total amount of payments shall not exceed the total upset amount of \$✖.00 plus HST, for the completion of Phase ✖ tasks.

2.5. Any additional consulting services would be charged at the following hourly rates for the respective services:

Position	Rate
✖	\$✖00, not to exceed \$✖.00 per hour
✖	\$✖.00, not to exceed \$✖.00 per hour
✖	\$✖.00, not to exceed \$✖.00 per hour

2.6. Every month, commencing no sooner than ✖, the Consultant shall submit to the City a written statement of account and setting out a detailed summary of hours worked, meetings attended and the status of the Project (the “Statement of Account”).

- 2.7. The Statement of Account must show the amount of HST charged and include the Consultant's HST registration number and City Purchase Order number.
- 2.8. The City agrees to make payments to the Consultant within Thirty (30) working days of receipt of the Consultant's Statement of Account.
- 2.9. Every month, the Consultant shall submit to the City a list of expenses incurred in carrying out the duties and responsibilities set out in this agreement and, upon approval of such expenses by the City, the City will reimburse the Consultant for such expenses.

3. Performance Standards

- 3.1. The Consultant is responsible for meeting the following  targets:

- 3.2. The Consultant agrees to comply with following project deadlines:

- 3.3. The Consultant shall prepare a report to the City on a monthly basis indicating  what targets have been met over the preceding month and the status of efforts in relation to the targets set out.

4. Benefits

- 4.1. The Consultant hereby waives all rights, claims, and entitlements whatsoever afforded to employees of the City pursuant to the Group Life Insurance Plan, Long Term Disability Plan and the Dental Plan and any other such benefits. The Consultant agrees to pay, as required by Federal or Provincial Statutes any payments for Income Tax, Workers Compensation, Unemployment Insurance, Canada Pension Plan, Superannuation and other such payments.

5. Independent Contractor

- 5.1. The Consultant is an independent contractor and no agency, joint venture, association, partnership, employer-employee relationship is created between the City and the Consultant.

6. Assignment And Subcontracting

- 6.1. The Consultant will not, without the prior written consent of the City, assign, either directly or indirectly, any right or obligation of the Consultant under this agreement.
- 6.2. No sub-contract entered into by the Consultant will relieve the Consultant from any of his obligations or impose any obligation or liability upon the City to any such sub-contractor.

7. Indemnity

- 7.1. The Consultant agrees to indemnify and hold harmless the City, its agents, employees, and elected officials, against any damages, liabilities, or costs, including reasonable attorney fees and defence costs, arising from or allegedly

arising from or in any way connected with any act or omission by the Consultant, his employees, officers, volunteers, servants, or agents, or persons for whom the Consultant has assumed responsibility, in the performance or purported performance of this agreement.

8. Insurance

- 8.1. The Consultant shall, at his own expense, carry and keep in force during the term of this agreement, the following coverage.
 - a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
 - b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- 8.2. The City may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the City.
- 8.3. The City shall be added as an additional insured under the Consultant's comprehensive general liability insurance.
- 8.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the City.
- 8.5. Prior to the commencement of the services hereunder, the Consultant shall file with the City a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.

9. Representation

- 9.1. The parties hereto agree that for all purposes hereunder the City shall be represented by the ☒.

10. Ownership of Products

- 10.1. The City shall take title to and ownership of all materials and products developed by the Consultant pursuant to this agreement, including reports, drawings, schematics, computer files, and designs developed, except those covered by copyright. All materials and products produced shall be provided to the City upon expiry of this agreement.

11. Confidentiality

- 11.1. The Consultant shall not disclose any information provided by the City, specifically proprietary, sensitive, personal or confidential information or that developed resulting through the performance of this agreement to any other party without the express written consent of the City. All information provided to the Consultant or developed by the Consultant pursuant to this agreement shall be returned to the City upon the expiration of this agreement. The Consultant acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

12. Related Companies

12.1. The Consultant shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the opinion of the City, give rise to a conflict of interest between the obligations of the Consultant to the City under this agreement and the obligations of the Consultant to such other person, firm or corporation.

13. Term

13.1. This agreement is valid for the period commencing ☼ and ending ☼ (the “Expiration Date”), or such later date as may be mutually agreed upon.

14. Termination

14.1. Notwithstanding any other provisions of this agreement, either party may terminate this agreement at any time upon at least two (2) weeks’ written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

14.2. Notwithstanding the provisions of subsection 14.1, if in the opinion of the ☼, the Consultant has breached a material covenant, the City may cancel this Agreement immediately without notice.

15. Joint and Several Liability

15.1. Any covenant, agreement, condition or proviso made by two (2) or more persons shall be construed as several as well as joint.

16. Severability

16.1. In the event that any provision of this agreement shall be held to be invalid, void or unenforceable, then the remainder of this agreement shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

17. Non-Resident Withholding Tax

17.1. If the Consultant is, at any time during the Term, a non-resident of Canada, within the meaning of the Income Tax Act of Canada as amended (the “Act”), then the City shall deduct from all monies payable under this Agreement and remit to Canada Customs and Revenue Agency sums required to be withheld and remitted by the Act.

17.2. The City shall receive full credit under this Agreement for monies withheld as of and from the date of the withholding.

18. Notices

18.1. Any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the

other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the fourth business day after the date of mailing.

19. Feminine/Masculine

19.1. Wherever the singular or masculine is used throughout these Terms the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

20. General

20.1. This Agreement may be amended upon mutual agreement of the parties in writing.

20.2. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of British Columbia.

20.3. This Agreement sets out the entire agreement of the parties and no representations, warranties or conditions have been made other than those expressed or implied herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City.

The City and the Consultant Agree to these Terms the day and year first above written.

Consultant

City of Richmond