

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made effective as of April 11, 2016 (the "Effective Date").

**BETWEEN:**

**THE CITY OF CALGARY,**  
(the "City")

- and -

**ALLEN SULATYCKY**  
(the "Integrity Commissioner")



**RECITALS**

WHEREAS on March 14, 2016 City Council for The City of Calgary ("Council") adopted the recommendations of the Integrity Commissioner Selection Committee contained in Report C2016-0246 titled "Integrity Commissioner Selection Committee Report" and thereby:

1. Established the Integrity and Ethics Office for the City of Calgary;
2. Authorized the Mayor to negotiate, and the Mayor and City Clerk to execute, agreements with:
  - (a) Alice Woolley, to serve as Ethics Advisor for the City of Calgary; and
  - (b) Allen Sulatycky, to serve as Integrity Commissioner for the City of Calgary;such agreements to be within the parameters outlined in a confidential attachment to the report and to be in content satisfactory to the Mayor and in form satisfactory to the City Solicitor;
3. Subject to execution of all agreements referred to above by all parties, appointed:
  - (a) Alice Woolley, to serve as Ethics Advisor for the City of Calgary; and
  - (b) Allen Sulatycky, to serve as Integrity Commissioner for the City of Calgary;such appointments to be effective for a two year term commencing on the effective dates outlined in the agreements; and
4. Requested that the Integrity Commissioner and the Ethics Advisor provide a report to Council no later than 2016 June, such report to include a proposed enhanced terms of reference for their positions, a plan to transition responsibility for the City's whistle-blower program as it relates to Council members from the City Auditor's Office to the Integrity and Ethics Office and proposed amendments to bylaws if required.

Council has directed that report C2016-0246 remain confidential pursuant to the Freedom of Information and Protection of Privacy Act (Alberta) ("FOIP") until such time as all agreements are signed.

NOW THEREFORE, in consideration of the foregoing, the covenants in this Agreement, and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree as follows:

**ARTICLE 1: DUTIES AND SERVICES (the "Services")**

- 1.1 The initial duties of the Integrity Commissioner, in conjunction with the Ethics Advisor, will be:

CC 1

- a) Meeting with Council members to solicit further information about their views of the responsibilities of the Integrity and Ethics Office in order to develop for Council's consideration an enhanced terms of reference for the Ethics Advisor and Integrity Commissioner;
- b) Meeting with the City Manager, City Solicitor, City Auditor, and City Clerk to discuss support that the Integrity and Ethics Office may require and to ensure clarity around roles and responsibilities of each;
- c) Working with the City Auditor to develop a plan to transition responsibility for the City's whistle-blower program as it relates to Council members from the City Auditor's Office to the Integrity and Ethics Office;
- d) Assisting the Ethics Advisor in defining her initial responsibilities which may include:
  - Reviewing relevant legislation and Council policies relating to Council members' conduct;
  - Conducting a best practice review to assist in formulating recommendations to Council intended to ensure that policies adequately establish and promote ethical conduct standards for Council members;
  - Educating Council members about and providing advice to Council members in regard to their ethical duty; and
  - Educating Calgarians about the expected conduct of Council members and responding to Calgarians' questions in regard to Council members' ethical duty; and
- e) Providing a report to Council no later than June 30, 2016, outlining a proposed enhanced terms of reference for the positions and a plan to transition responsibility for the whistle-blower program as it relates to Council members as set forth in recital 4 above.

1.2 Subject to Council's approval of final terms of reference for the Integrity Commissioner, throughout the Term the Integrity Commissioner shall provide complaint investigation and adjudication services which may include:

- Conducting a best practice review in regard to the receipt, investigation and adjudication of complaints and appropriate sanctions;
- Developing mechanisms for the submission of concerns about Council members' conduct;
- Developing mechanisms to resolve or further investigate such concerns as the Integrity Commissioner considers valid;
- Developing mechanisms to report substantiated breaches of Council members' ethical duty to Council;
- Developing a list of sanctions to recommend to Council in the event of a finding of a breach of ethical duty; and
- Educating Calgarians on these processes;

**ARTICLE II: FEES & PAYMENT**

- 2.1 Commencing on the Effective Date of this Agreement, the City shall pay the Integrity Commissioner a retainer fee of \$2,000.00 per month.
- 2.2 Throughout the Term, the City shall pay the Integrity Commissioner an hourly rate of \$200.00 for the provision of the Services.

- 2.3** The City shall reimburse the Integrity Commissioner for reasonable expenses (such as parking fees) incurred during the course of providing the Services. Technology, office space and support staff is to be provided by the City on an "as needed" basis.
- 2.4** Goods and Services Tax (GST) is excluded from the rates referred to herein. GST, to the extent applicable, must be shown separately on all invoices and will be paid by the City to the Integrity Commissioner. If GST is applicable, the Integrity Commissioner will include his Business Number on all invoices and remit any GST paid or due to the Canada Revenue Agency ("CRA"), pursuant to the provisions of the Excise Tax Act (Canada), as amended from time to time. If the provision regarding unregistered suppliers and "small suppliers" as defined in Section 148 of the Excise Tax Act (Canada) applies, the Integrity Commissioner should indicate this status on his invoices.
- 2.5** The Integrity Commissioner shall submit invoices for Services performed to the City Solicitor from time to time for the City (the "City Solicitor") and the City Solicitor, acting reasonably, shall be responsible for reviewing them and processing such invoices for payment. All invoices must include a statement of the work performed in such detail as the Integrity Commissioner and the City Solicitor, acting reasonably, determine is required to identify the work performed and the time spent on it. This will include itemized time on matters on which significant blocks of time are expended.
- 2.6** The Integrity Commissioner shall not seek reimbursement from the City for any costs incurred by him which are not specifically set out in this Agreement, unless such costs are pre-authorized in writing by the City Solicitor.
- 2.7** If requested by the City Solicitor, the Integrity Commissioner shall make available to the City Solicitor such time sheets, accounts, records, receipts, vouchers, and other documents as the City Solicitor, acting reasonably, considers necessary for the purpose of substantiating the Integrity Commissioner's invoices.
- 2.8** The City shall pay the amount of any invoice submitted in accordance with this Agreement within 45 days of the date of receipt of the invoice.

### **ARTICLE III: CONFIDENTIALITY AND FOIP**

- 3.1** During the Term of this Agreement, the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files, and any other papers, things or property belonging to or used by the City that the Integrity Commissioner believes to be necessary to provide the Services.
- 3.2** The Integrity Commissioner and every person acting under his instructions shall reasonably preserve secrecy with respect to all matters that come to his knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement.
- 3.3** All information disclosed to the Integrity Commissioner by the City or by a third party (which, in addition to the confidentiality requirements hereunder will be kept confidential by the Integrity Commissioner in accordance with the terms of its disclosure by such third party) or obtained or developed by the Integrity Commissioner in the performance of the Services under this Agreement, other than that which is common knowledge or within the public domain, must remain confidential. Such confidential information or property is not to be employed other than in the performance of the Services unless otherwise duly authorized by the City in writing. These provisions will remain binding obligations after the completion, expiration or termination of this Agreement. This requirement does not prohibit the Integrity Commissioner from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which the Integrity Commissioner may reasonably believe to endanger the safety or welfare of the public.

- 3.4 All documents submitted to the City are subject to the protection and disclosure provisions of FOIP as amended, revised or substituted from time to time. While this Act allows any person a right of access to records in the City's custody or control, it also prohibits the City from disclosing personal or business information where, for example, disclosure would be harmful to business interests or would be an unreasonable invasion of personal privacy as defined in the Act.
- 3.5 The Integrity Commissioner must identify appropriate parts of any proposal, report or submission as confidential as this will clearly establish his expectations towards the document both to the City as a public body and to the Information and Privacy Commissioner in any review of, or refusal to provide, access. The City, however, may not be able to meet these expectations in every instance.

#### **ARTICLE IV: INDEMNITY**

4.1 The City agrees to hold harmless the Integrity Commissioner and pay on his behalf all sums the Integrity Commissioner may be obligated to pay by reason of liability imposed by law upon him arising out of:

- 1) damages because of bodily injury, including death of any other person;
- 2) physical damage of or destruction of property not owned by the Integrity Commissioner; and
- 3) any other form of civil legal liability arising out of the good faith performance or the intended performance of the Integrity Commissioner's duties;

provided always that the legal liability for damages arises out of any act, error, or omission during the performance of the Integrity Commissioner's duties which are, or which the Integrity Commissioner believes in good faith to be, within the scope of his duty as the Integrity Commissioner.

- 4.2 If, as part of the indemnity set forth in this section, external legal fees and disbursements are incurred, the City Solicitor has the sole authority to pay fees and disbursements which, in the sole discretion of the City Solicitor, are reasonable.
- 4.3 This indemnity further extends to cover the Integrity Commissioner after the Term provided the incident out of which a claim or demand or damage arose actually occurred during the time the Integrity Commissioner was acting as the Integrity Commissioner under this Agreement.
- 4.4 The City reserves the right to defend, or appoint independent counsel to defend, in the name of, and on behalf of, the Integrity Commissioner, and make such investigation, negotiation and settlement of any claim as may be deemed necessary or expedient by the City. In the event the City decides not to defend any action brought against the Integrity Commissioner, the City shall nevertheless pay on behalf of the Integrity Commissioner such damages as are awarded against him but shall have the right to limit the amount it shall pay to the Integrity Commissioner for the reimbursement of legal fees and costs to such amount as is, in the sole discretion of the City Solicitor, reasonable.
- 4.5 The City further agrees to reimburse or indemnify the Integrity Commissioner for any losses or expenses which he incurs as a result of any public inquiry or administrative proceeding relating to his duties as Integrity Commissioner. However, if such expenses include fees or services rendered by a lawyer, the City shall have the right to have the account taxed as provided for in the Alberta Rules of Court.

- 4.6 The City shall not be required to pay the Integrity Commissioner's fines or penalties levied or imposed against the Integrity Commissioner by reason of the Integrity Commissioner being charged with any violation of any statute or bylaw.
- 4.7 Upon being notified that any legal action is being commenced, the Integrity Commissioner shall immediately notify the City Solicitor.

#### **ARTICLE V: TERM & TERMINATION**

- 5.1 This Agreement shall be effective on April 11, 2016 and expire on April 10, 2018 unless otherwise terminated in accordance with the terms of this Agreement (the "Term").
- 5.2 Council may elect to renew the term of this Agreement at Council's sole discretion.
- 5.3 The Integrity Commissioner may terminate this Agreement on 90 days written notice to the City Solicitor.
- 5.4 Subject to section 6.2, Council may by written notice terminate this Agreement for any reason. In such instance, the Integrity Commissioner will then be entitled to the lesser of:
- a) six months notice or an amount equivalent to six months of the monthly retainer; or
  - b) the monthly retainer amount for the balance of the Term.
- 5.5 Upon termination of this Agreement, the Integrity Commissioner shall forthwith deliver all material and documentation in his possession that relates to any of the Services to the City's next Integrity Commissioner and all such material and documentation shall become the property of the new Integrity Commissioner for the City. In the event that the City has not contracted for the services of a new Integrity Commissioner, upon termination of this Agreement the Integrity Commissioner shall make arrangements to transfer the material and documentation related to past or ongoing matters or investigations to the City Solicitor in such a manner that satisfies the City's concerns respecting the confidentiality of the records while allowing for their use for the purposes for which they were created.

#### **ARTICLE VI: REPRESENTATION & WARRANTIES**

##### **6.1 Integrity Commissioner's Representation & Warranties**

The Integrity Commissioner represents and warrants the following to and in favour of the City and acknowledges that the City is relying upon these representations:

- 6.1.1 The Services will be performed in a professional manner consistent with best practices reasonably applicable to the performance of such obligations.
- 6.1.2 The Integrity Commissioner does not have any conflicts of interest that would interfere with carrying out the Services. Without limiting the generality of the foregoing, the Integrity Commissioner specifically acknowledges that he:
- a) is an independent contractor and not an employee of the City;
  - b) does not have a material financial interest in any matters involving the City;
  - c) does not have a material interest in matters before Council or in any work undertaken by the City; and
  - d) does not have and never has had any involvement in the municipal politics of the City.
- 6.1.3 The Integrity Commissioner will be impartial and neutral and shall perform all Services skilfully, competently, independently, and in accordance with all applicable law.

6.1.4 If required by the Workers' Compensation Act of Alberta, the Integrity Commissioner shall maintain an account in good standing with the Workers' Compensation Board through the Term of this Agreement.

**6.2 Termination for Breach of Representations & Warranties**

The Integrity Commissioner acknowledges and agrees that the representations and warranties provided in section 6.1 are ongoing obligations owed to the City during the Term of this Agreement. Subject to section 6.3, the City may terminate this Agreement immediately (and without any payment to the Integrity Commissioner under section 5.4) if, in its sole discretion, a breach of any of the provisions in section 6.1 is found.

**6.3 Conflict of Interest**

If the Integrity Commissioner becomes aware of a situation where a conflict of interest exists or could arise, the Integrity Commissioner must:

- a) immediately advise the City Solicitor in writing of the nature of the conflict; and
- b) refrain from conducting any further investigation or providing advice on the matter at issue until further direction is given by the City Solicitor.

**ARTICLE VII: GENERAL**

**7.1 Notice**

Where in this Agreement any notice is required to be given or made by either party to this Agreement, it shall be in writing and is effective if delivered in person or sent by registered mail to the other party for whom it is intended at the following addresses and any notice shall be deemed to have been given:

- a) if delivered personally, on the date of such delivery; or
- b) if by registered mail, on the day the postal receipt is acknowledged by the other party.

Any notices intended for the City shall be delivered and addressed to:

City of Calgary  
Law Department  
Calgary Municipal Building  
12<sup>th</sup> Floor, 800 Macleod Trail S.E.  
Calgary, Alberta T2G 2M3

Attention: City Solicitor

Any notices intended for the Integrity Commissioner shall be delivered and addressed to:

Allen Sulatycky

s.17(1) & (4)(g)

The address of either party may be changed by notice in the manner set out in this section.

**7.2 No Amendment**

This Agreement may only be changed or amended in writing duly executed by the parties.

**7.3 Survival**

Articles 3 and 4 shall survive upon termination of this Agreement.

**7.4 Further Assurances**

Each of the parties hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents and do and perform or cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

IN WITNESS WHEREOF the City and the Integrity Commissioner have executed this Agreement.

**THE CITY OF CALGARY**

Per:   
Mayor Naheed K. Nenshi

Per:   
Sue Gray, City Clerk



**APR 11 2016**

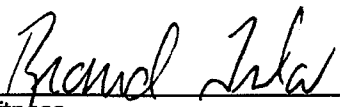
**INTEGRITY COMMISSIONER**

s.17(1) & (4)(g)

Name: Allen Sulatycky  
Title: Integrity Commissioner

Date: April 7, 2016

<b>APPROVED AS TO CONTENT</b>	
Bus. Unit: <u>MO</u>	
Name: <u>Mayor Nenshi</u>	
<b>APPROVED AS TO FORM</b>	
Law Department	
Name: <u>Glendys</u>	

  
Witness

**AFFIDAVIT OF EXECUTION**

CANADA )  
PROVINCE OF ALBERTA )  
TO WIT: )  
I, Brand T. I. Iow  
of the City of Calgary, in the Province of  
Alberta, MAKE OATH AND SAY THAT:

- 1. I was personally present and did see Allen Sulatycky named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
- 2. The same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.
- 3. I know the said party and he is in my belief of the full age of eighteen (18) years.

**SWORN BEFORE ME** at the City  
of Calgary, in the Province of  
Alberta, this 7<sup>th</sup> day of April, 2016

Brand T. I. Iow  
Witness

[Signature]  
A Commissioner for Oaths in and for  
the Province of Alberta

[Handwritten notes]





**"STRICTLY CONFIDENTIAL"**

April 8, 2016

Alice Woolley

s.17(1) & (4)(g)

Dear Ms. Woolley:

**Re: Engagement for Services – Ethics Advisor for The City of Calgary**

I am pleased to confirm His Worship Mayor Nenshi's advice to you on March 15, 2016 that on March 14, 2016 City Council for The City of Calgary ("Council") adopted the recommendations of the Integrity Commissioner Selection Committee contained in Report C2016-0246 titled "Integrity Commissioner Selection Committee Report" and thereby:

1. Established the Integrity and Ethics Office for The City of Calgary;
2. Authorized the Mayor to negotiate, and the Mayor and City Clerk to execute, agreements with:
  - (a) You, to serve as Ethics Advisor for The City of Calgary; and
  - (b) Allen Sulatycky, to serve as Integrity Commissioner for The City of Calgary;such agreements to be within the parameters outlined in a confidential attachment to the report and to be in content satisfactory to the Mayor and in form satisfactory to the City Solicitor;
3. Subject to execution of all agreements referred to above by all parties, appointed:
  - (a) You, to serve as Ethics Advisor for The City of Calgary; and
  - (b) Allen Sulatycky, to serve as Integrity Commissioner for The City of Calgary;such appointments to be effective for a two year term commencing on the effective dates outlined in the agreements; and
4. Requested that you and the Integrity Commissioner provide a report to Council no later than 2016 June, such report to include a proposed enhanced terms of reference for your positions, a plan to transition responsibility for The City's whistle-blower program as it relates to Council members from the City Auditor's Office to the Integrity and Ethics Office and proposed amendments to bylaws if required.

Council has directed that report C2016-0246 remain confidential pursuant to the Freedom of Information and Protection of Privacy Act (Alberta) ("FOIP") until such time as all agreements are signed.

I am delighted that you will be assuming the position of Ethics Advisor and, as directed by Council, wish to reach agreement with you as to the terms and conditions that will govern your retainer with The City of Calgary (the "City"). If you are in agreement with the terms and conditions outlined in this Agreement please sign the same where indicated and please return it to me as soon as possible.

**Duties and Services (collectively, the "Services")**

- 1.1 Your initial duties as Ethics Advisor, in conjunction with the Integrity Commissioner, will be:
- (a) Meeting with Council members to solicit further information about their views of the responsibilities of the Integrity and Ethics Office in order to develop for Council's consideration an enhanced terms of reference for the Ethics Advisor and Integrity Commissioner;
  - (b) Meeting with the City Manager, the City Auditor, the City Clerk, and I to discuss support that the Integrity and Ethics Office may require and to ensure clarity around our respective roles and responsibilities;
  - (c) Working with the City Auditor to develop a plan to transition responsibility for The City's whistle-blower program as it relates to Council members from the City Auditor's Office to the Integrity and Ethics Office;
  - (d) Assisting the Integrity Commissioner in defining his initial responsibilities which may include:
    - (i) Developing mechanisms to resolve or further investigate such concerns as the Integrity Commissioner considers valid;
    - (ii) Developing mechanisms to report substantiated breaches of Council members' ethical duty to Council;
    - (iii) Developing a list of sanctions to recommend to Council in the event of a finding of a breach of ethical duty; and
    - (iv) Educating Calgarians on these processes; and
  - (e) Providing a report to Council no later than June 30, 2016, outlining a proposed enhanced terms of reference for the positions and a plan to transition responsibility for the whistle-blower program as it relates to Council members as indicated in item (4) in the preamble to these terms and conditions.
- 1.2 Subject to Council's approval of final terms of reference for the Ethics Advisor, throughout the Term you will be responsible for:
- (a) Providing legal advice to members of Council regarding whether Council members have pecuniary interests in matters; and
  - (b) Providing advisory and educational services to members of Council which may include:

- (i) Reviewing relevant legislation and Council policies relating to Council members' conduct;
- (ii) Conducting a best practice review to assist in formulating recommendations to Council intended to ensure that policies adequately establish and promote ethical conduct standards for Council members;
- (iii) Educating Council members about and providing advice to Council members in regard to their ethical duty; and
- (iv) Educating Calgarians about the expected conduct of Council members and responding to Calgarians' questions in regard to Council members' ethical duty.

### **Term & Termination**

- 2.1 This Agreement shall be effective on April 11, 2016 and expire on April 10, 2018 unless otherwise terminated in accordance with the terms of this Agreement (the "Term").
- 2.2 Council may elect to renew the term of this Agreement at Council's sole discretion.
- 2.3 You may terminate this Agreement on 90 days written notice to the City Solicitor from time to time for the City (the "City Solicitor").
- 2.4 Subject to Section 6.2, Council may, by written notice to you, terminate this Agreement for any reason. In such instance you will be entitled to payment of the lesser of:
  - (a) six months notice or an amount equivalent to six months of your monthly retainer; or
  - (b) the monthly retainer amount for the balance of the Term.
- 2.5 Upon termination of this Agreement, you shall forthwith deliver all material and documentation in your possession that relates to the duties herein to the City's next Ethics Advisor and all such material and documentation shall become the property of the new Ethics Advisor for the City. In the event that the City has not contracted for the services of a new Ethics Advisor, upon termination of this Agreement you shall make arrangements to transfer the material and documentation related to past or ongoing matters or investigations to the City Solicitor in such a manner that satisfies your concerns and the City Solicitor's concerns respecting the confidentiality of the records while allowing for their use for the purposes for which they were created.

### **Fees & Payment**

- 3.1 Throughout the Term, you shall be entitled to the payment of Two Thousand (\$2,000) Dollars per month as a retainer fee. The City will also reimburse you, on a monthly basis, for any Law Society membership fees and insurance premiums you are required to pay as a result of entering into this agreement.
- 3.2 Throughout the Term, the City shall pay you an hourly rate of Two Hundred (\$200.00) Dollars for the provision of the Services.

- 3.3 The City shall reimburse you for reasonable expenses (such as parking fees) that you incur in the course of providing the Services. Technology, office space and support staff assistance is to be provided by the City on an "as needed" basis.
- 3.4 Goods and Services Tax (GST) is excluded from this retainer. GST, to the extent applicable, must be shown separately on all invoices and will be paid by the City to you. If GST is applicable, you must include your Business Number on all invoices and remit any GST paid or due to the Canada Revenue Agency ("CRA") pursuant to the provisions of the Excise Tax Act (Canada), as amended from time to time. If the provision regarding unregistered suppliers and "small suppliers" as defined in Section 148 of the Excise Tax Act (Canada) applies, you must indicate this status on your invoices.
- 3.5 You must submit invoices for Services performed to the City Solicitor. The City Solicitor, acting reasonably, will be responsible for reviewing and processing such invoices for payment. All invoices must include a statement of the work performed in such detail as you and the City Solicitor, acting reasonably, determine is required to identify the work performed and the time spent on it. This will include itemized time on matters on which significant blocks of time are expended.
- 3.6 You shall not seek reimbursement from the City for any costs you incur which are not specifically set out in this Agreement, unless such costs are pre-authorized in writing by the City Solicitor.
- 3.7 If requested by the City Solicitor, you shall make available such time sheets, accounts, records, receipts, vouchers, and other documents as the City Solicitor, acting reasonably, considers necessary for the purpose of substantiating your invoices.
- 3.8 The City will pay the amount of invoices submitted in accordance with this Agreement within forty-five (45) days of the date of receipt of the invoice.

#### **Confidentiality & FOIP**

- 4.1 As Ethics Advisor, other than when you are providing legal advice to individual members of Council (in which case such advice will be subject to solicitor/client privilege), you will report directly to Council. This will acknowledge your desire to have a further discussion with Council to ensure they are fully aware of the situations in which you will be acting as an ethics advisor versus as a lawyer.
- 4.2 During the Term, you are entitled to have access to all books, financial records, electronic data, processing records, reports, files, and any other papers, things or property belonging to or used by the City that you believe necessary to provide the Services.
- 4.3 You, and every person acting under your instructions, shall reasonably preserve secrecy with respect to all matters that come to your knowledge in the course of carrying out any of your duties under this Agreement.
- 4.4 All information disclosed to you by the City or by a third party (which, in addition to the confidentiality requirements hereunder must be kept confidential by you in accordance with the terms of its disclosure by such third party) or obtained or developed by you in

the performance of your Services under this Agreement, other than that which is common knowledge or within the public domain, must remain confidential. Such confidential information or property is not to be employed other than in the performance of the Services unless otherwise duly authorized by the City in writing. These provisions will remain binding obligations after the completion, expiration or termination of this Agreement. This requirement does not prohibit you from complying with an order to provide information or data issued by a court or other authority with proper jurisdiction or to act to correct or report a situation which you may reasonably believe to endanger the safety or welfare of the public.

- 4.5 All documents submitted to the City are subject to the protection and disclosure provisions of the Freedom of Information and Protection of Privacy Act, (Alberta) as amended, revised or substituted from time to time. While this Act allows any person a right of access to records in the City's custody or control, it also prohibits the City from disclosing personal or business information where, for example, disclosure would be harmful to business interests or would be an unreasonable invasion of personal privacy as defined in the Act.
- 4.6 You must identify appropriate parts of any report, proposal or submission as confidential as this will clearly establish your expectations towards the document both to the City as a public body and to the Information and Privacy Commissioner in any review of, or refusal to provide, access. The City, however, may not be able to meet these expectations in every instance.

### **Indemnification**

- 5.1 The City agrees to hold you harmless and pay on your behalf all sums you may be obligated to pay by reason of liability imposed by law upon you arising out of:
- (a) damages because of bodily injury, including death of any other person;
  - (b) physical damage of or destruction of property not owned by you; and
  - (c) any other form of civic legal liability arising out of the good faith performance or the intended performance of your duties;
- provided always that the legal liability for damages arises out of any act, error or omission during the performance of your duties which are, or which you believe in good faith to be, within the scope of your duty as Ethics Advisor.
- 5.2 If, as part of the indemnity set forth in this Section, external legal fees and disbursements are incurred, the City Solicitor will have the sole authority to pay legal fees and disbursements which, in the City Solicitor's discretion, are reasonable.
- 5.3 This indemnity further extends to cover you after the Term provided the incident out of which a claim or demand or damage arose actually occurred during the time you were acting as the Ethics Advisor under this Agreement.
- 5.4 The City further agrees to reimburse or indemnify you for any losses or expenses which you incur as a result of any public inquiry or administrative proceeding relating to your duties as Ethics Advisor. However, if such expenses include fees or services rendered by a lawyer, the City shall have the right to have the account taxed as provided for in the Alberta Rules of Court.

- 5.5 The City reserves the right to defend or appoint external legal counsel to defend you and make such investigation, negotiation and settlement of any claim as may be deemed necessary or expedient by The City. In the event the City decides not to defend any action brought against you, The City shall nevertheless pay on your behalf such damages as are awarded against you but shall have the right to limit the amount it shall pay to you for the reimbursement of legal fees and costs to such amount as is, in the sole discretion of the City Solicitor, reasonable.
- 5.6 The City shall not be required to pay any fines or penalties levied or imposed against you by reason of your being charged with any violation of any statute or bylaw.
- 5.7 Upon being notified that any legal action is being considered or commenced, you must immediately notify the City Solicitor.

### **Representations & Warranties**

- 6.1 You represent and warrant the following to and in favour of the City and acknowledge that the City is relying upon these representations:
- (a) The Services will be performed in a professional manner consistent with best practices reasonably applicable to the performance of such obligations and in accordance with the rules and provisions of the Law Society of Alberta where they apply;
  - (b) You do not have any conflicts of interest that would interfere with carrying out Services. Without limiting the generality of the foregoing, you specifically acknowledge that:
    - (i) you are an independent contractor and not an employee of the City;
    - (ii) you do not have a material financial interest in any matters involving the City;
    - (iii) you do not have a material interest in matters before Council or in any work undertaken by the City; and
    - (iv) you do not have and have never had any involvement in the municipal politics of the City;
  - (c) You have all approvals required by your employer to provide the Services outlined in this Agreement;
  - (d) You will be impartial and neutral and shall perform all duties skilfully, competently, independently, and in accordance with all applicable law;
  - (e) You are, and will remain throughout the Term, a member in good standing of the Law Society of Alberta; and
  - (f) You will, throughout the Term, maintain Professional Liability Insurance as required by the Law Society of Alberta or will obtain and maintain throughout the Term such other insurance as required by the City Solicitor, acting reasonably.

## **Termination for Breach of Representations & Warranties**

**6.2** You acknowledge and agree that the representations and warranties provided in Section 6.1 are ongoing obligations owed to the City throughout the Term or any renewal thereof. Subject to Section 6.3, the City may terminate this Agreement immediately (and without any payment to you under Section 2.4) if, in its sole discretion, a breach of any of the provisions in Section 6.1 is found.

## **Conflict of Interest**

**6.3** If you become aware of a situation where a conflict of interest exists or could arise, you must:

- (a) immediately advise the City Solicitor in writing of the nature of the conflict; and
- (b) refrain from conducting any further investigation or providing advice on the matter at issue until the City Solicitor provides further direction.

## **General**

### **7.1 Notice**

Where in this Agreement any notice is required to be given or made, it shall be in writing and effective if delivered in person or sent by registered mail addressed to the party for whom it is intended at the following addresses and any notice shall be deemed to have been given:

- (a) if delivered personally, on the date of such delivery; or
- (b) if by registered mail, on the day the postal receipt is acknowledged by the other party.

Any notices intended for the City shall be delivered and addressed to:

City of Calgary  
Law Department  
Calgary Municipal Building  
12<sup>th</sup> Floor, 800 Macleod Trail S.E.  
Calgary, Alberta T2G 2M3

Attention: City Solicitor

Any notices intended for the Ethics Advisor shall be delivered and addressed to:

Alice Woolley

s.17(1) & (4)(g)

The address of either party may be changed by notice in the manner set out in this Section.

**7.2 Survival**

Sections 4 and 5 shall survive upon termination of this Agreement.

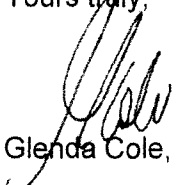
**7.3 No Amendment**

This Agreement may only be changed or amended in writing duly executed by the parties.

**7.4 Further Assurances**

Each of the parties hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents and do and perform or cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

Yours truly,



Glenda Cole, Q.C.

City Solicitor

Law Department


T (403) 268-5182 | F (403) 268-4634 | Mail code #8053

12<sup>th</sup> Floor, Calgary Municipal Building, 800 Macleod Trail S.E., Calgary, AB T2G 2M3

This will confirm that the terms and conditions contained in this Agreement are hereby agreed to  
This 8<sup>th</sup> day of April, 2016.

Alice Woolley

s.17(1) & (4)(g)

  
\_\_\_\_\_  
Witness A. Wick