

PROFESSIONAL SERVICES AGREEMENT

BETWEEN:

THE CITY OF EDMONTON
(the "City")

- and -

Brent Rathgeber
(the "Ethics Advisor")

RECITALS

WHEREAS City Council for The City of Edmonton ("Council") wishes to continue the Office of the Integrity Officer for Council comprised of an Integrity Commissioner and an Ethics Advisor;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE I: SERVICES

1.1 The Ethics Advisor will:

- a) provide personal legal advice to members of Council as requested, regarding whether a member of Council has a pecuniary interest in a matter before Council or Committee;
- b) provide advice on individual ethics to members of Council as requested;
- c) provide advice and recommendations to Council regarding amendments to Bylaw 18483, Council Code of Conduct and any other procedures, rules or policies governing Councillors' ethical behaviour;
- d) provide educational programs to members of Council and their staff regarding ethics and pecuniary interest topics, delivered in both group and one-on-one settings; and

- e) develop website content for the Integrity Office, including general advice, interpretation information, and other topics to educate Edmontonians about ethical conduct by members of Council;

collectively, the "Services".

- 1.2 The Ethics Advisor will not provide legal advice to or on behalf of the municipal corporation of the City, including its employees, and will refer such matters to the City Solicitor.
- 1.3 The Ethics Advisor must maintain in good standing professional liability insurance provided by the Alberta Lawyers' Insurance Association.

ARTICLE 11: FEES AND PAYMENT

- 2.1 The City shall pay the Ethics Advisor a retainer fee of \$2,000.00 per month.
- 2.2 Throughout the Term, as defined in Article 5.1 below, the City shall pay the Ethics Advisor an hourly rate of \$200.00 for the provision of Services.
- 2.3 The City shall reimburse the Ethics Advisor for reasonable expenses (such as parking fees) incurred during the course of providing the Services. Technology, office space and support staff are to be provided by the City on an "as needed" basis.
- 2.4 Goods and Services Tax (GST) is excluded for 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 Ethics Advisor. If GST is applicable, the Ethics Advisor 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 Ethics Advisor should indicate this status on his invoices.
- 2.5 The Ethics Advisor shall submit invoices for Services performed to the City Clerk on a monthly basis. All invoices must include a statement of the work performed in such detail as the City Clerk determines is required to identify the work performed and the time spent on it, subject always to solicitor client privilege. This will include itemized time on matters on which significant blocks of time are expended.
- 2.6 The Ethics Advisor shall not seek reimbursement from the City for any costs incurred which are not specifically set out in this Agreement, unless such costs are pre-authorized in writing by the City.

- 2.7 If requested by the City Clerk, the Ethics Advisor shall, subject to solicitor client privilege, make available such time sheets, accounts, records, receipts, vouchers and other documents as the City Clerk considers necessary for the purpose of substantiating the Ethics Advisor's invoices.
- 2.8 The City shall pay the amount of an 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 The Ethics Advisor and every person acting under their instructions shall reasonably preserve confidentiality with respect to all matters that come to their knowledge in the course of carrying out the Services.
- 3.2 All information disclosed to the Ethics Advisor by the City or by a third party (which, in addition to the confidentiality requirements hereunder will be kept confidential by the Ethics Advisor in accordance with the terms of its disclosure by such third party) or obtained or developed by the Ethics Advisor in the performance of Services under this Agreement, other than that which is common knowledge or within the public domain, must remain confidential unless otherwise required to be disclosed by law. 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.
- 3.3 Notwithstanding anything in this Agreement, the Ethics Advisor acknowledges and agrees that they are deemed to be an employee of the City for the purposes of the Freedom of Information and Protection of Privacy Act, RSA 2000, c F-25, and that all records created or received by them in performance of their duties are therefore subject to the City's obligations under that Act. The Ethics Advisor agrees to work collaboratively with the City to fulfill its obligations and will comply with all directions given by the City necessary to fulfill these obligations.

ARTICLE IV: INDEMNITY

- 4.1 The City agrees to indemnify the Ethics Advisor as an employee of the City pursuant to the Legal Representation and Indemnification of City Employees, Agents, and Members of Council Policy, Policy C482.

ARTICLE V: TERM AND TERMINATION

- 5.1** This Agreement shall be effective on September 5, 2023 and expire on September 30, 2026 unless otherwise terminated in accordance with the terms of this Agreement (the "Term").
- 5.2** The Ethics Advisor may terminate this Agreement on 90 days written notice to the City.
- 5.3** Upon termination of this Agreement, the Ethics Advisor shall forthwith deliver to the City all records in their possession that relate to any of the Services performed, unless the City directs that such records may be securely destroyed.
- 5.4** If Council revokes the appointment of the Ethics Advisor with or without cause, this Agreement will immediately terminate. If Council revokes the appointment without cause, the Ethics Advisor will be paid the equivalent of six months of the retainer fee stated in Article 2.1 instead of reasonable notice. If Council revokes the appointment with cause, the Ethics Advisor is not entitled to reasonable notice or compensation instead of reasonable notice.

ARTICLE VI: REPRESENTATION AND WARRANTIES

6.1 Ethics Advisor's Representation and Warranties

The Ethics Advisor 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 Ethics Advisor does not have any conflicts of interest that would interfere with carrying out the Services. Without limiting the generality of the foregoing, the Ethics Advisor specifically acknowledges that he:
- a) is an independent contractor and not an employee of the City;
 - b) does not have a pecuniary interest in any matters involving the City, as described in the Municipal Government Act, RSA 2000, c M-26; and
 - c) does not have any current involvement in the municipal politics of the City.
- 6.1.3** The Ethics Advisor will be impartial and neutral and shall perform all Services skillfully, competently, independently, and in accordance with all applicable law.

6.2 Termination for Breach of Representations and Warranties

The Ethics Advisor 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, and agrees that a breach of these representations and warranties would constitute cause of Council to, at its discretion, revoke the appointment of the Ethics Advisor.

6.3 Conflict of Interest

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

- a) immediately advise the City 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.

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, electronically, 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 or electronically, 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:

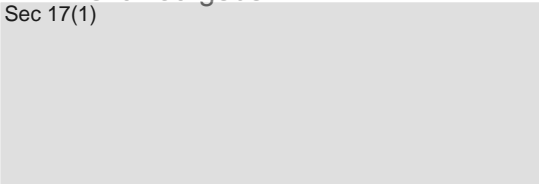
City of Edmonton
Office of the City Clerk
3rd Floor, City Hall
1 Sir Winston Churchill Square NW
Edmonton, Alberta T5J 2R7

cityclerk@edmonton.ca
Attn: City Clerk

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

Brent Rathgeber

Sec 17(1)

A large grey rectangular redaction box covers the contact information for Brent Rathgeber, including his phone number and email address.

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 Ethics Advisor have executed this Agreement.

THE CITY OF EDMONTON

Per: _____
Mayor Amarjeet Sohi

Date

Per: _____
Aileen Giesbrecht, City Clerk

Date

ETHICS ADVISOR

Witness

Per: _____
Brent Rathgeber

Date