

This Agreement made effective the 19th day of April, 2024 notwithstanding date of execution.

CONSULTING SERVICES AGREEMENT

BETWEEN:

W LAW GROUP LLP,

(A professional legal partnership registered under the laws of the Province of Saskatchewan, having its offices in the City of Saskatoon, Saskatchewan.)

(hereinafter referred to as “**the Consultant**”)

AND:

THE CITY OF PRINCE ALBERT

(A municipal corporation incorporated pursuant to *The Cities Act*, Statutes of Saskatchewan, in the Province of Saskatchewan.)

(hereinafter referred to as “**the City**”)

1. BACKGROUND:

- 1.1 The Parties wish to enter into this consulting services agreement for the purposes of promoting significant Government of Canada (“**GoC**”) funding contribution support for approval of the Prince Albert Events Centre Project (“**the Project**”), and to that purpose conducting outreach to GoC.
- 1.2 The Consultant will specifically assign and provide to the City the contract services of Douglas Richardson, K.C. of Saskatoon, Saskatchewan (“**Richardson K.C.**”) to perform for the Consultant the Scope of Work and the Consultant Services described in this Consulting Services Agreement (“**this Agreement**”).

2. PERFORMANCE QUALIFICATIONS:

- 2.1 The Consultant covenants and represents that the Consultant through Richardson K.C. will:
 - (a) for the Consultant and/or Richardson K.C., comply fully and completely with all registration and other requirements of the Office of the Commissioner of Lobbying of Canada and, without limitation, in respect of the GoC Lobbyists Registration System, necessary for the performance of this Agreement and the covenants and Scope of Work contemplated herein; and
 - (b) identify and facilitate compliance with any and all requirements of the Office of the Commissioner of Lobbying of Canada and its GoC Lobbyists Registration System as it may pertain to any City officials, representatives or community persons engaged or cooperating with the Consultant in their promotion and activities soliciting GoC funding contribution approval for the Project.

3. AGREEMENT TERM

- 3.1 The Agreement shall commence effective Friday, April 19, 2024 and continue up to and until its expiry on October 19, 2024 or sooner as may be provided for in this Agreement (“**the Term**”).
- 3.2 This Agreement may be terminated earlier than October 19, 2024 by either Party giving

thirty (30) days prior written notice to the other Party.

3.3 This Agreement may be terminated at the option of the other Party should either Party be in substantial breach of the performance of its covenants under this Agreement.

3.4 As may be determined by the Parties to be necessary, the continuing relationship in support of GoC funding opportunities for the Project beyond the Term may be mutually agreed.

4. SCOPE OF WORK/CONSULTING SERVICES:

4.1 The Consultant through Richardson K.C. will:

- (a) exercise and provide leadership through Richardson K.C.'s best professional advocacy, networking, access to and influence of key GoC decision makers to promote GoC funding contribution approval for the Project.
- (b) provide such confidential legal consultation, advice and services as are required for the effective and lawful delivery of the scope of work and consulting services delineated in this Agreement.
- (c) forthwith attend at the City of Prince Albert, as can be arranged with the City Designate (as hereinafter designated), to receive from key City officials, personnel and community advocates a Project briefing and history of the Project, including all relevant information necessary to Richardson K.C. on regarding prior City funding applications to GoC and related outcomes of such applications.
- (d) identify to and for the City and evaluate any and all current and prospective GoC funding programs applicable to the Project, complete with analysis of application channels and qualifying prerequisites.
- (e) identify and establish relationships and channels of communication with key GoC funding decision makers in respect of the Project.
- (f) provide to and for the City analysis and advice as to a realistic GoC funding target for the Project.
- (g) identify impediments and factors favourable to successful GoC funding application(s) for the Project.
- (h) by May 15, 2024, provide to the City a recommended strategic action plan in writing, with a strategy schedule, toward the objective of achieving for the City approval for the targeted GoC funding contribution to the Project.
- (i) provide timely advice with respect to City application(s) intended for submission to GoC for GoC contribution approval for the Project.

5. PERFORMANCE OF CONSULTING SERVICES:

5.1 The Consultant, through Richardson K.C., will, without limitation, in the delivery of

Consulting Services and in performance of covenants under this Agreement:

- (a) identify and schedule strategic meetings between GoC officials and City officials, representatives, and/or Project proponents from the local community.
- (b) prepare all City representative meeting attendees for meetings and presentations with GoC officials.
- (c) provide strategic advice and contribution to the development of all communications, communication products, presentations, media relations, and Project promotional materials for presentation to GoC.
- (d) identify, meet and work with strategic stakeholders internal to and external to GoC who have potential to provide positive influence in support of a GoC funding contribution approval for the Project.
- (e) make best efforts by way of advocacy, networking and influence to promote the interests of the City in respect of the Project and GoC funding contribution to the Project.
- (f) act diligently, honestly, loyally and in good faith toward the City, its officials and its Project interests.
- (g) ensure that each and all of its consulting services provided to the City are at all times in compliance with applicable law(s) and regulation(s).
- (h) perform the services in this Agreement in accordance with the standards of care, skill and diligence of an experienced professional in the Consultant's field, and in a competent and efficient manner.

5.2 This Agreement shall be interpreted, construed and enforced and the Parties shall be governed by and be subject to the laws of the Province of Saskatchewan and of the laws of Canada as are applicable.

6. REMUNERATION: CONSULTING FEES AND EXPENSES:

6.1 The City shall pay, within twenty (20) days of the Consultant's periodic invoicing through the Term, consulting fees equivalent to \$500.00 per each hour of recorded service provided by Richardson K.C. under the terms of this Agreement. Charges regarding the \$500.00 per hour professional rate shall be all inclusive of all services provided by or delivered through the Consultant in performance of this Agreement.

6.2 The Consultant shall not provide services or invoices for services covering any consecutive thirty (30) day period during the Term exceeding fifteen (15) hours unless approved in writing in advance by the City Designate.

6.3 In addition to the hourly fee for the professional services of Richardson K.C., the City shall reimburse reasonable and related out-of-pocket expenses incurred by Richardson K.C. upon invoicing with documented verification of the expenses so incurred. Subject to Articles 6.4 and 6.5 below, cumulation daily expenses exceeding \$100 must be approved in writing in advance

by the City Designate.

- 6.4 Any air travel for Richardson K.C. or in relation to the performance of the services in this Agreement shall be booked through the City.
- 6.5 Notwithstanding 6.3 above, the City acknowledges that it is understood that the implementation of the strategic action plan referred to in Article 4.7 above, will contain travel and other expense implications exceeding the costs contemplated in 6.3, the estimate for which will be subject to the prior approval in writing of the City Designate.

7. DIRECT REPORTING:

- 7.1 All City communications with the Consultant and with Richardson K.C. in the performance of this Agreement shall be directly with Richardson K.C. All communications with the City in performance this Agreement shall be made through Richardson K.C. to the City Designate, and to any such further persons identified and authorized in writing by the City Designate.
- 7.2 For purposes of this Agreement the City Designate will be Sherry Person, City Manager or in her absence her authorized designate appointed by her from Administration.

8. CONFIDENTIALITY

- 8.1 Each Party to this Agreement shall expressly identify the information and/or documentation that it shares with the other Party as Confidential Information, and having done so, such documentation and/or information for purposes of this Agreement will be considered Confidential Information.
- 8.2 The Parties hereby acknowledge that all Confidential Information disclosed during the Term of this Agreement to the other remains the exclusive property of the disclosing Party and, consequently, the receiving Party acknowledges that any unauthorized disclosure thereof may be seriously prejudicial to the disclosing Party.
- 8.3 Neither the Consultant, Richardson K.C., nor the City shall disclose to any third party any Confidential Information of the disclosing Party unless with the express and written authorized consent of the disclosing Party, or unless the disclosure is demonstrably necessary to promote the objectives of this Agreement.
- 8.4 The Consultant, Richardson K.C. and the City agree that at the expiry of this Agreement or extension thereof, any Party having received Confidential Information from the other, shall, upon request of the disclosing Party, return all such property, documentation and/or Confidential Information provided by the disclosing Party, including, but not limited to, any and all reproductions thereof, without retaining any copy thereof in whole or in part.

9. MUTUAL REPRESENTATIONS AND ACKNOWLEDGMENTS:

Each **PARTY** hereby represents and warrants the following:

- 9.1 **Authority.** It has full right, power, and authority to enter into this Agreement and to perform all of its duties and obligations hereunder and there are no contractual or legal restrictions prohibiting it from carrying out this Agreement.

9.2 **Binding Agreement.** This Agreement represents a legal, valid and binding agreement enforceable against it.

9.3 **Not a Nominee.** Each Party is acting on its own behalf and is not a nominee, undisclosed agent or representative of a third-party.

9.4 **Fundamental Provisions.** The Parties each state and acknowledge that the fundamental provisions of this Agreement have not been imposed by either of the Parties and that they were freely negotiated between them, and each Party declares itself satisfied as to their reasonableness.

9.5 **Disclosure of Relevant Information.** The information provided by it to the other Party prior to or simultaneously with the signing of this Agreement is true, accurate and complete. It has not failed to disclose any information about its legal or financial status or its activities that would deter the other Party, acting reasonably, from entering into this Agreement or which would vary the terms and conditions thereof.


10. GENERAL PROVISIONS:

10.1 **Contractor:** Each acknowledge and agree that the Consultant and Richardson K.C. are contractors independent of the City of Prince Albert, and neither are subject to any agency or employment relationship or contract of employment with the City.

10.2 **No Assignment.** Neither Party can or will assign or purport to assign this Agreement or any of the covenants or rights hereunder unless with the express written authority of the other Party.

THIS AGREEMENT executed this 19th day of April, 2024 by and on behalf of W Law Group LLP, at the City of Prince Albert, in the Province of Saskatchewan.

W LAW GROUP LLP

Per: 
Douglas Richardson, K.C.,
As authorized signing authority
for W Law Group LLP.

THIS AGREEMENT executed this 29th day of April, 2024 by and on behalf of the City of Prince Albert, at the City of Prince Albert, in the Province of Saskatchewan.

(Municipal Seal)



CITY OF PRINCE ALBERT

Per: 

Mayor

Per: Mercier

City Clerk

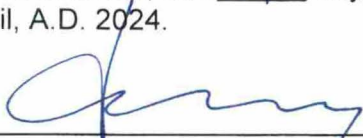
CANADA
PROVINCE OF SASKATCHEWAN
TO WIT:


DECLARATION

I, Douglas Richardson, of the City of Saskatoon, in the Province of Saskatchewan, DO SOLEMNLY DECLARE:

1. That I have been appointed by the Partners of W Law LLP as an authorized signor for the purposes of the execution of the Consulting Agreement between W Law LLP and the City of Prince Albert (“Consulting Agreement”).
2. That I am authorized by W Law LLP to execute the Consulting Agreement and such Consulting Agreement is binding upon W Law LLP, without any further authorization or formality.
3. That I have been specifically authorized to execute the within or annexed document.
4. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the)
City of Saskatoon, in the Province)
of Saskatchewan, this 24th day)
of April, A.D. 2024.)


A COMMISSIONER FOR OATHS
in and for the Province of Saskatchewan.
Being a Solicitor.



Douglas Richardson