

To: Mayor and Members of Council

January 24, 2011

Re: Consulting Agreement – Bob Linner

### **Background**

The Town of White City has contracted Bob Linner in the past to provide advice and services with a variety of issues in the Town. The previous consulting agreement expired on December 31, 2010.

### **Discussion**

The Planning & Development Committee and I have met with Bob to discuss the planning needs of the Town of White City. The Planning & Development Committee agrees that they would like Mr. Linner to work with the Town Council and Administration in the Long Term Planning of the Town and Community. One of the specific items currently at the forefront on the long term planning subject is Clear Vistas.

### **Budget Implications**

The 2011 Budget has not been completed yet, however Administration will include the cost of these services in the 2011 Budget.

### **Conclusion**

Mr. Linner has plenty of experience to offer the Town of White City and has worked with the Town over the past couple of years. Therefore, he is familiar with the dynamics of the community and the opportunities the Town is faced with.

### **Recommendation**

Administration recommends Council pass the following motion:

“THAT the Town of White City enter into an agreement with Bob Linner to provide the Town with Long Term Planning Services.

Respectfully submitted,



Shauna Bzdel,  
Town Manager

## CONSULTING AGREEMENT

BETWEEN:

**TOWN OF WHITE CITY**  
(the "Town")

And

**Bob Linner of Regina in the**  
**Province of Saskatchewan**  
(the "Consultant")

WHEREAS the Town wishes to engage the services of the Consultant as a consultant to assist with planning matters;

AND WHEREAS the Consultant has agreed to provide such services on a consultant basis.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants, terms, and agreements set forth herein, the Town and the Consultant mutually covenant and agree with each other as follows:

1. **ENGAGEMENT:** The Town does hereby engage the Consultant to provide planning advise to the Town on planning matters related to Clear Vistas. The Consultant hereby accepts such engagement.
2. **TERM:** The term of this contract shall be for 1 year commencing **January 1, 2011** and terminating subject to the following provisions, on **December 31, 2011**, with the option to renew the agreement annually thereafter.
3. **COMPENSATION:** The Consultant shall be paid according to the sum identified in Schedule A, invoiced by him to the Town, at monthly intervals on the last day of each and every month. The Consultant shall invoice the Town for applicable GST as well as the monthly compensation. As an independent contractor, Bob Linner shall not be enrolled in the employee benefits package available to the Town's employees.
4. **EXPENSES:**
  - 4.01 The Consultant shall, as an independent contractor, pay his own expenses in providing the services outlined hereinafter subject however to paragraph 4.02.
  - 4.02 The Town shall pay those expenses outlined in Schedule A attached hereto, which may be paid directly by the Town, or on invoice by the Consultant.
5. **SERVICES:** The Consultant shall provide those services set forth in Schedule B.

6. **PERFORMANCE REVIEW:** The Town and the Consultant will meet every three (3) months to discuss the performance of the Consultant.

7. **REPORTING:** The Consultant covenants and agrees to provide to the Town:

- a) Reporting on monthly expenses incurred for which the Town is liable hereunder;
- b) Periodic reports on activities relating to planning matters and performance of services.

8. **INDEPENDENT CONTRACTOR:**

8.01 The Consultant agrees and represents that in providing those services outlined in Schedule B, he is an independent contractor and not an employee. Both parties agree in the event that Canada Revenue Agency rules that the Consultant is an employee, the Town will commence withholding all amounts required by law as the employer of record. The Town will also recover all amounts retroactive to January 1, 2011 not previously withheld from the Consultant's compensation.

8.02 The Consultant shall register as a registrant under the Excise Tax Act and provide confirmation of such registration on each invoice submitted to the Town.

8.03 The Consultant acknowledges he will not be entitled to any benefits of any kind or nature from the Town, other than payment of invoices as provided hereinbefore.

8.04 The Consultant shall not have a fixed work Schedule, he will not be receiving overtime, vacation pay, nor have deductions from his/her invoices, as he/she is not an employee.

9. **ASSIGNMENT:** The Consultant shall not have the power or right to assign this contract in whole or in part, or any interest therein without prior written consent of the Town.

10. **TERMINATION:**

10.01 Either party may terminate this contract on 30 days written notice; or 7 days written notice in the event of 'default'.

10.02 "Default" shall mean:

- a) In the case of the Town, non payment of invoices in a timely fashion; bankruptcy or insolvency, or inability to meet payment to creditors in a timely fashion;

b) In the case of the Consultant:

- abandonment of provision of services;
- refusal or neglect to provide monthly reports;
- inability to provide services due to legal impediments arising from criminal sanctions, penalties, or court/tribunal orders;
- suspension of credentials;
- mental and/or physical impairment to the extent he/she is unable to fulfill services

**10.03** After receipt of notice of default, a defaulting party shall have the opportunity to remedy the default and if the default is remedied within the notice period, or remedial action is being taken, termination will not occur.

**11. CONFIDENTIALITY:** The Parties agree that the terms of this contract, the reports generated by the Consultant, and the information exchanged between the parties is the proprietary information of the Town and shall be maintained in strict confidence.

Neither party shall disclose, publish, or disseminate the proprietary information of the Town to third parties without the consent of the Town. The Town may disclose all information to its legal advisors, and such parties as may be required to enforce the contract. The Consultant may, without the consent of the Town, disclose this contract and information arising from provisions of services to legal counsel, financial advisors, and those parties required to enforce this contract. Each of the parties will establish and maintain reasonable precautions to maintain confidentiality and take steps to guard against unauthorized, use, disclosure and copying of the Town's proprietary information.

**12. PRIVACY:** The Town and the Consultant agree that any information received by either of them which are private information, shall be maintained as private, and shall not be disclosed nor used except in accordance with privacy legislation and the privacy policies of the Town.

**13. GOVERNING LAW:** The law governing this contract is the law of Saskatchewan, and this contract shall be construed, interpreted and enforced, in all respects in accordance with the laws of Saskatchewan. The Parties agree that any legal proceedings of any kind respecting the Agreement must be brought in the City of Regina in the Province of Saskatchewan, and decided by a court in Regina having jurisdiction.

**14. OWNERSHIP OF DOCUMENTATION:** All information and documents, including but not limited to confidential business and financial information of the Town, and all reports, information, and personal data on all services provided by the Consultant under this contract, and all data generated by the Consultant under the contract shall be the Town's property, before, during, and after termination of this contract.

**15. INDEMNITY:**

**15.01** The Consultant covenants and agrees to indemnify the Town from and against any loss arising from claims against the Consultant for all personal injury or property damage caused by the fault or neglect of the Consultant during the term of this contract.

**15.02** The Consultant covenants and agrees to indemnify the Town with respect to any fraudulent or dishonest act of the Consultant, which may arise during the term of this contract.

**15.03** The Town shall indemnify and save harmless the Consultant from any and all damages or claims, actions, obligations, liabilities, costs or otherwise arising from the execution of these services unless the Consultant acts in a negligent or criminal manner.

**15.04** In the case of a claim from a third party against the parties or either of them, which arises from provisions of services hereunder, such party shall give notice to the other; and each shall co-operate to the extent permissible, in defense, settlement, or compromise of such claims.

**16. NOTICE:** All notices required by this contract may be given by either party to the other by personal delivery, or sent by prepaid registered mail or by email to the other party as follows:

**The Town of White City**

**Email: sbzdel@whitecity.ca**

**14 Ramm Ave East  
Box 220 Station Main,  
White City, SK.  
S4L 5B1**

**The Consultant**

**Email: boblinner@sasktel.net**

**Bob Linner  
3406 Keohan Cres  
Regina, SK.  
S4V 1J5**

In the case of notice delivered personally, such notices shall be deemed to have been received on the date of actual delivery. In the case of notices delivered by registered mail, such notice shall be deemed to have been received 5 days after posting. In the case of notice notices sent by email, such notices shall be deemed to be received upon confirmation of transmittal.

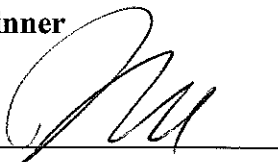
17. **ENTIRE AGREEMENT:** The contract together with the Schedules shall constitute the entire contract between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this 11<sup>th</sup> day of January, 2011

**The Town of White City**

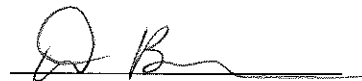
Per: 

**Bob Linner**

Per: 

**SIGNED, SEALED and DELIVERED** )  
the presence of: )

Name: Debi Brewer )

) 

**Schedule A**  
**Payment Terms/Schedule**

1. For Consulting Services related to the **Clear Vistas Planning Advice**; payment terms shall be as follows:

- \$150.00/hour + GST;
- Out of pocket expenses; and
- Mileage at \$0.45/km

The term of this service component shall be Jan 1, 2011 – Dec 31, 2011.