

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C18GCPE **36907**

Requisition No.: **36907**

Solicitation No.(if applicable): n/a

Commodity Code: AD.AD00

Contractor Information

Supplier Name: James Hoggan & Associates Inc.

Supplier No.: 194434

Telephone No.: s.22

E-mail Address: kbrynnelsen@hoggan.com

Website: n/a

Financial Information

Client: 022

Responsibility Centre: 32348

Service Line: 34420

STOB: 6001/6002

Project: 32N0142

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SCHEDULE A – SERVICES

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- Part 2 - Services
- Part 3 - Related Documentation
- Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
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- Part 4 - Statements of Account
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SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 20th day of September, 2017
BETWEEN:

James Hoggan & Associates Inc. (the "Contractor") with the following specified address and fax number:
200 - 1228 Hamilton Street
Vancouver, British Columbia V6B 6L2
Fax: N/A

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Finance, Government Communications and Public Engagement (the "Province") with the following specified address and fax number:
4th floor 617 Government Street,
PO Box 9409 STN PROV GOVT,
Victoria, British Columbia V8W 9V1
Fax: 250-387-0718

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
 - (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

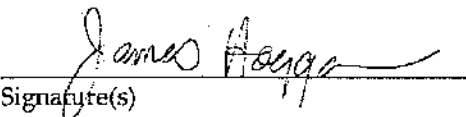

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the 27 day of <u>September</u>, 2017, by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>James Hoggan</u> _____ Print Name(s)</p> <p><u>President</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>27</u> day of <u>September</u>, 2017 on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Robb Eubbs</u> _____ Print Name</p> <p><u>Acting Deputy Minister</u> _____ Print Title</p> <p>GCPE</p>
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Schedule A – Services

PART 1. TERM:

Regardless of the date of execution, the term of this Agreement commences on September 20th, 2017 and ends on March 31st, 2018.

PART 2. SERVICES:

As directed by the contract manager or their designated alternate, the contract will provide the following services with regards to environmental media issues. The services include, but are not limited to:

- Strategic advice and planning
- Media management
- Media training
- Production of collateral material

PART 3. RELATED DOCUMENTATION: Not Applicable

PART 4. KEY PERSONNEL:

- Ken Coach
- Jim Hoggan
- Richard Littlemore
- Nancy McHarg

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$60,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Fees: at a rate of \$300 per hour for those hours during the Term when the Contractor provides the Services.

3. EXPENSES: NONE

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s): Not Applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act*;
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act; and
 - (e) "privacy course" means the Province's online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
- (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.

24. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

CONFIDENTIALITY AGREEMENT

Whereas:

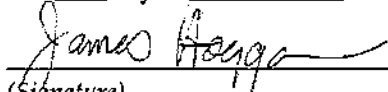
- A. James Hoggan & Associates Inc. and Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Finance, Government Communications and Public Engagement (the "Province") entered into an agreement entitled *C18GCPE* dated for reference September 20th, 2017, (the "Agreement") for the provision of certain services (See Schedule A – Services) by James Hoggan & Associates Inc. to the Province.
- B. In this Confidentiality Agreement, including these Recitals, unless the context requires otherwise, words have the same meaning as defined in the Agreement.

I, James Hoggan, agree as follows:

1. I will treat as confidential and will not, without the prior written consent of the Province use, publish, disclose or permit to be used, published or disclosed, the Material that comes to my knowledge, is supplied to, or obtained by me, as a result of my Access except insofar:
 - (a) as the Material to be used, published, or disclosed is general public knowledge or was in my possession prior to my Access to that Material;
 - (b) as the Material to be used, published or disclosed is provided by a third party without a restriction that it be held confidential; or
 - (c) as such use, publication, or disclosure is required by law including, without limitation, the *Freedom of Information and Protection of Privacy Act* (British Columbia).
2. I will not use, reproduce or duplicate any Material except as is necessary in providing the Services under the Agreement.
3. If I do not adhere to the provisions contained in this Confidentiality Agreement, the Province may, at its sole discretion and without prior written notice to me, revoke my access to the Material, and seek any other appropriate remedies.
4. Despite any other provision of this Confidentiality Agreement, my Access to the Material expires with the expiry or termination of the Agreement.
5. Upon the expiry or earlier revocation of my Access, I will immediately return to the Province all Material in my possession as a result of my Access.
6. The obligations imposed on me as a result of this Confidentiality Agreement will survive the expiry or termination of the Agreement and will continue indefinitely.

SIGNED AND DELIVERED

this 27 day of September, 2017


(Signature)

Schedule G – Security Schedule

Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:
 - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

DIRECT AWARD JUSTIFICATION AND PRE-APPROVAL REQUEST

CLIFF #: s

FORM USAGE AND ROUTING:

This form must be completed by the contract manager to clearly document the justification for direct awarding a service contract and ensures compliance with government contract policy. Unless the contract is an emergency, this form must be completed and pre-approved prior to any discussions with or commitment to the vendor. Pre-approval is required by the expense authority, program assistant deputy minister and if \$25,000 or greater, the ministry executive financial officer. The original completed and signed form must be retained in the program contract file. Send completed form(s) to FSAHELP for routing and approval processing

CONTRACT INFORMATION

Ministry: FINANCE

Program: GCPE

Contract Manager Name and Phone #: RAMAN DALE

Legal Contractor Name: JAMES HOGGAN & ASSOCIATES INC.

Contract Value: \$60,000

Term: SEPT 20 2017 - MARCH 31 2018

STOB: 6001

Contract Type: ☒ New ☐ Multi-year ☐ Renewal

Commonly Used Contract STOBs:

6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt).
6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation.
6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.

6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting).
6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).
6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.

RATIONALE FOR ALL DIRECT AWARD CONTRACTS

- Describe the services required and provide an explanation of why you need to acquire these services.
ADVICE AND PLANNING ON ENVIRONMENTAL MEDIA ISSUES
- What is the financial or other impact if this direct award is not approved and a competitive process is required?
There is an urgency to the issues created by the timing of judicial process; this precludes a competitive bidding process and the time required to complete that process.
- Under which Core Policy and Procedures Manual exception is this direct award request being made (see section 6.3.3)?
☐ Public Sector Organization ☐ Emergency
☐ Sole Source ☒ Confidentiality
☐ Sole Source - Notice of Intent ☐ No Exceptions Apply - \$25,000 or Greater
☐ Security, Order, etc. ☐ No Exceptions Apply - Less than \$25,000
- Explain the reasons why this contract meets the criteria of the above selection (i.e., how would a competitive process compromise government confidentiality, cause economic disaster or be contrary to the public interest)?
REQUIRED DUE TO CONFIDENTIAL AND SENSITIVE ISSUES RELATING TO EXISTING AND UPCOMING COURT FILINGS BY THE PROVINCE OF BC
- Has your program used these services in the past? If yes, who was the vendor and was the opportunity competitively bid or direct awarded? Provide the most recent date and contract value.
NO
- Will this purchase obligate government to this vendor for future purchases (e.g., maintenance, licensing or continuing need)? If yes, provide details.
NO
- Were alternative vendors evaluated? If yes, who were they and why were they unacceptable? If no, why were alternatives not evaluated?
NO OTHER VENDORS WERE EVALUTATED DUE TO THE CONFIDENTIALITY OF THIS ISSUE. IMPACT ON REGULAR MINISTRY OPERATIONS WOULD BE TOO GREAT IF SOURCED INTERNALLY.

ADDITIONAL RATIONALE FOR SOLE SOURCE CONTRACTS ONLY

- Why is the requested vendor the only one that can meet your requirements? Provide specific, quantifiable factors and/or qualifications and explain why they are necessary.
NA
- What other suppliers did you consider before arriving at the conclusion that the sole source direct award criteria was met and the requested vendor was the only one that met your needs?
NA

PRE-APPROVALS

Exp. Auth. Name: RAMAN DALE

ADM Name: Robb Gibbs

**EFO Name:

Signature & Date

SEPT 27 / 2017

Signature & Date

Sept 27 / 2017

Signature & Date Sept 27, 2017

**EFO sign-off is only required if the contract is \$25,000 or greater.

GCPE

NAME &/OR ADDRESS OVERRIDE:	DESCRIPTION FOR CHEQUE STUB:
	6722

[illegible]

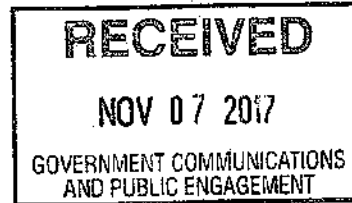
<p>* EXPENSE AUTHORITY (EA) INFORMATION:</p> <p>* RAMAN DALE</p> <hr/> <p>EA PRINTED NAME</p> <p>*BRIEF PAYMENT DESCRIPTION FOR EA NOTIFICATION:</p> <p>Note: This is also the line description displayed on GL detail reports.</p> <p>Communications services</p> <p><i>Approved in iPro.</i></p>	<p>* QUALIFIED RECEIVER (QR) CERTIFICATION:</p> <p>* ROBB GIBBS</p> <hr/> <p>QR PRINTED NAME</p> <p>The goods provided or service delivered have been inspected or reviewed; and the goods or services were properly received and documentation to support the account has been verified (i.e., goods: as ordered, correct quantity and suitable quality; services: as contracted, appropriate deliverables and/or performance criteria met; or other conditions, if any, have been</p> <p>REFER TO ATTACHED</p> <hr/> <p>QR SIGNATURE</p>
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ADDITIONAL INFORMATION OR INSTRUCTIONS:

BRANCH BUSINESS CONTACT NAME AND PHONE NUMBER:	ACCOUNTS DATE STAMP
MAURNA DAVISON 387-1457	

* Note: Fields with an asterisk do not need to be completed for iProcurement invoices.
FIN FSA 017 REV. JUN/10

HOGGAN



INVOICE

Attention: GCPED Finance Billing
Government of British Columbia Ministry
Contract No: C18GCPE
Sent Via Email: GCPE.FinanceBilling@gov.bc.ca

Invoice Number 6722
Invoice Date: September 30, 2017

For Strategic Communications Services for Ministry Contract No: C18GCPE - September 2017

Projects

Communications Services	45,300.00
10% Administration Fee	4,530.00
Total	\$49,830.00

GST (5%)	\$2,491.50
Total Payable Balance	\$52,321.50

QUALIFIED RECEIVER

DATE: Nov 8/17

SIGNATURE: [Signature]

PRINT NAME: Robb Eubbs

G.S.T. Registration Number R102 572 021

Please make cheque payable to: James Hoggan & Associates

200, 1228 Hamilton Street, Vancouver, BC V6B 2L6 Canada Tel 604 739 7500

www.hoggan.com

Period From	Period To
2017-09-01	2017-09-30

Client ID: Government of British Columbia - Ministry Contract - C18GCPE

Date	Employee ID	Description	B-Hrs/Units
C18GCPE: - C18GCPE (Managed by JHoggan)			
<u>Services:</u>			
2017-09-24	JHoggan	Strategic Counsel Review media - Read Province Site C. Emails to build team re availability	4.50
2017-09-25	JHoggan	Strategic Counsel Call with Government in morning; various and numerous calls and emails; followed by strategy calls with Ken, Nancy and Richard, read materials.	7.50
2017-09-25	NMcHarg	Strategic Counsel Calls and review materials with AG office.	4.00
2017-09-25	Ken Coach	Strategic Counsel Call with Jim Hoggan / review material/ conference call w Jim Hoggan and Nancy McHarg and Richard Littlemore/ additional call with Nancy McHarg and Jim Hoggan	3.00
2017-09-25	Richard Littlemore	Strategic Counsel Calls and writing	4.00
2017-09-26	Richard Littlemore	Strategic Counsel	3.00
2017-09-26	Ken Coach	Prep Strategic Counsel Pre-Mtg with Jim Hoggan and Richard Littlemore, Meeting with client, review of emails and materials, review prelim communications plan and discuss with Jim, Nancy and Richard	7.00
2017-09-26	Richard Littlemore	Strategic Counsel	2.50
2017-09-26	Richard Littlemore	Meeting Strategic Counsel	2.50
2017-09-26	JHoggan	Calls and communications Plan Strategic Counsel Meeting with Ken, Richard and Nancy to plan strategy; meeting with team and Government office, various calls and emails. Strategy discussion meeting with team: plan and review	10.00
2017-09-26	NMcHarg	Strategic Counsel Work on plan outline; read media coverage; prep for meeting at CP offices; attend meeting ; debrief Jim Hoggan, Richard Littlemore, Ken Coach, write plan, calls with Jim and all; revise draft.	13.00
2017-09-27	Richard Littlemore	Strategic Counsel	9.00
2017-09-27	Ken Coach	Meeting and writing Strategic Counsel	4.00

Period From	Period To
2017-09-01	2017-09-30

Client ID: Government of British Columbia - Ministry Contract C18GCPE

Date	Employee ID	Description	B-Hrs/Units
C18GCPE - C18GCPE (Managed by JHoggan)			
<u>Services:</u>			
2017-09-27	JHoggan	Prep/ client meeting/ conference call with Communications Team Strategic Counsel	9.50
		Strategy and calls with Nancy; edit, discuss strategy and plan with Richard. Call with George, then Sage; and emails. Strategy calls with team - Nancy, Ken and Richard.	
2017-09-27	NMcHarg	Strategic Counsel Meeting with team, strategy with Jim and all to debrief calls with George, Sage and all; strategy with Jim, Ken and Richard.	5.50
2017-09-28	JHoggan	Strategic Counsel Call with Nancy re Strategy edits over phone. Call with George and Nancy and emails. Emails and calls with Team and George. Caucus discussion with Nancy, Mira and Sage	6.00
2017-09-28	Richard Littlemore	Strategic Counsel Meeting and writing	9.00
2017-09-28	Ken Coach	Strategic Counsel Conference call with Client, Media prep with Minister Heyman, conference call with Jim and Nancy, review materials	5.00
2017-09-28	NMcHarg	Strategic Counsel Revisions to plan, stakeholder list, team call, follow up, later evening check in with Jim, Ken and Richard to discuss needed revisions to messages and debrief Caucus discussion with Jim, Mira and Sage.	6.00
2017-09-29	JHoggan	Strategic Counsel Strategy meeting at office, review of messages, calls and further revisions	3.00
2017-09-29	NMcHarg	Strategic Counsel Revise messages, update plan, strategy meeting at offices, revise script, sit in on calls, further revisions	8.00
2017-09-29	Richard Littlemore	Strategic Counsel	8.00
2017-09-29	Ken Coach	Meeting and writing Strategic Counsel Writing messages, Q&A, working on strategy/ messaging/ stakeholder scripts/ legal opinion letter/ brief Minister Heyman	9.00
2017-09-30	Richard Littlemore	Strategic Counsel	5.00
2017-09-30	NMcHarg	Calls and op-ed draft Strategic Counsel	0.50

Period From	Period To
2017-09-01	2017-09-30

Client ID: Government of British Columbia - Ministry Contract C18GCPE

Date	Employee ID	Description	B-Hrs/Units
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C18GCPE: - C18GCPE (Managed by JHoggan)

Services:

2017-09-30	JHoggan	Check in call with Jim and Ken. Strategic Counsel	1.50
2017-09-30	Ken Coach	Check in call with Nancy and Ken, plus a few calls with Richard. Strategic Counsel	1.00
		Conference call with Jim and Nancy, conference with Minister Heyman's office, monitor media	

C18GCPE: - C18GCPE	Hrs/Units
Labor Total:	151.00

D'Argis, Krista GCPE:EX

From: James Hoggan <jchoggan@hoggan.com>
Sent: Monday, November 27, 2017 7:27 PM
To: Gibbs, Robb GCPE:EX
Subject: Fwd: KM Final docs
Attachments: ADVICE TO THE MINISTER_oct18.docx; Berger backgrounder October 4, 2017.docx; Coldwater briefing note for Minister Heyman.docx; Communications Strategy_KM_Oct 3.docx; Jones.docx; Key Messages 2.35.docx; Q&A 3.15.docx; Script for Supporters, Sept 28.docx; sossin.draftoped.docx

Hi Robb,

These are the materials we gathered from our files. s.22
s.22

Although theses are the key documents
this is not a complete list - Richard pointed out that we wrote a fair bit more on the fly, including some material that we generated in government offices, on government computers. Let me know if you need anything more. Best Jim Hoggan

----- Forwarded message -----

From: Nancy McHarg <nmcharg@hoggan.com>
Date: 2017-11-27 10:40 GMT-08:00
Subject: KM Final docs
To: James Hoggan <jchoggan@hoggan.com>

Nancy McHarg
Hoggan + Associates
nmcharg@hoggan.com
604 760 4366

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s.13

Page 39 to/à Page 40

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s.14;s.13

Coldwater Court Case Briefing Note

As reported in the Globe and Mail

As reported by CBC

The Federal Court of Appeal has Ottawa to renegotiate the terms under which the original Trans Mountain pipeline crosses the reserve of the Coldwater Indian Band, which is located about 12 kilometres south of Merritt, B.C.

When the pipeline was constructed in 1952, Trans Mountain paid \$1,292 in compensation, but promised to renegotiate that agreement if the company ever changed hands. When Kinder Morgan acquired Trans Mountain in 2007, the band sought to update the agreement with new environmental protections and financial commitments, but Ottawa rejected its demands and approved a transfer of the easement agreement in 2014.

The Coldwater band challenged that action in the Federal Court of Appeal, which ruled this week that Carolyn Bennett, the Minister of Crown-Indigenous Relations and Northern Affairs, must make a “redetermination” on the easement before Trans Mountain can implement a project to boost the flow of the pipeline by a proposed 50,000 barrels per day. This capacity expansion is separate from the Trans Mountain proposal to build a new, high-pressure diluted bitumen pipeline along the route of the old pipe, an action that the Coldwater are also challenging in the Federal Court of Appeal, beginning next week.

Trans Mountain spokesperson Ali Hounsell, said the court ruling is directed at the government, not the company. “The Court's decision does not affect the day-to-day operations of the Trans Mountain pipeline nor the Trans Mountain expansion project,” she said.

The appeal court said Ottawa had failed to execute its duty to protect the interests of the Coldwater band, finding there was little evidence that the then-minister of Indian and Northern Affairs even took Coldwater's concerns into consideration.

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When politics and law collide, the law must prevail

New NDP government caught between preference and obligation

By Craig Jones

Professor, Thompson Rivers University Faculty of Law

It's been interesting this week to watch the new NDP government apparently making submissions before two courts on opposite sides of the same issue. Given that the issue in question involves the Kinder Morgan Trans Mountain Pipeline expansion, a high-profile project that the NDP promised in its election campaign to use "every tool in the toolbox" to defeat, it can be assumed that the contradictory legal positions might be causing the Premier and his Cabinet some heartburn. But the government's discomfort here illuminates a fascinating legal principle – one that can require an Attorney General, the government's leading lawyer, to take a position at odds with his own government's political ambitions.

Notwithstanding stiff opposition from environmental groups and cities and First Nations along the pipeline route, both the federal and (in previous Liberal guise) provincial governments have given their official approval to the Trans Mountain project. In a case that began Monday before the Federal Court of Appeal, the Attorney General of B.C. is arguing that the federal government did not adequately consider the potential environmental damage that could result from this export-oriented development, and the federal approval should be quashed.

Last Friday, however, B.C.'s lawyers made very different submissions to the B.C. Supreme Court. In that case, the Squamish First Nation is asserting that the *provincial* government failed to properly consult the Squamish people before issuing Environmental Assessment Certificates that Trans Mountain requires to build the pipeline. If the Squamish petition were to succeed, it would be a significant (though probably not fatal) setback for the project. So, many pipeline opponents – and NDP supporters – might have been surprised when the province stepped in to argue that the consultations, held under the previous Liberal government, were adequate under the law.

Why would this happen? Well, as the B.C. submission notes, the Squamish Nation's petition "impugns the honour of the Crown", the constitutional principle upon which the duty to consult the Squamish is based. And while the New Democrats may be displeased that the previous Liberal administration gave Trans Mountain its environmental approvals, the new government's Attorney General, by tradition relying on the advice of expert lawyers within his Ministry, finds himself compelled to submit that the consultations in question met the legal standard that was in place at the time. Or, as the provincial submission says: "The Attorney General is duty bound to defend the honour of the Crown and therefore submits that the provincial Crown fulfilled its duty to consult the Petitioners in relation to the issuance of the EAC, as that duty is defined in the case law."

The Attorney General's position here rests in five centuries of legal history and the unique and profound place of the Attorney under the constitution. By the combined effect of common law, legislation, and "constitutional convention" (which is to say, immutable practice) in England and Canada, an Attorney General has at least three distinct roles that can occasionally conflict:

1. He is an advisor to government and counsel in litigation, in effect, the government's lawyer;
2. He is a member of Cabinet and therefore a senior political figure; and
3. He is the First Law Officer of the Crown, a position that requires him to act separate and apart from government, in a quasi-judicial capacity.

The complication is that the third role must always prevail: The Attorney General must always stand with full independence when it comes to executing his role as the First Law Officer.

In this case, had the Attorney General not appeared to defend "the honour of the Crown," it is possible, even likely, that the Court might summon him to do so. This is a rare invitation, and, as far as I know, one that has never been ignored. But putting the Court in a position where it felt it had to make such a request would be, in almost any circumstances, embarrassing and, in the worst sense, spectacular. So, clearly, the Attorney felt compelled to act, and whatever the government's political views, his colleagues must let him, even if they are holding their noses.

In other words, this is all unfolding as it should. No one ever said the law – or governing – was easy.

Craig Jones is a Professor of Law at Thompson Rivers University. A former Supervising Counsel of the Attorney General's Constitutional and Administrative Law Group, he is also periodic advisor to the Attorney General on constitutional and administrative issues.

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s.14;s.13

B.C. government caught between law's rock and a political hard place

By LORNE SOSSIN

Dean, Osgoode Hall Law School

When a government falls and a new one is formed, every Cabinet commitment may change – except one. The government must remain committed to the rule of law, the meaning of which cannot shift with the political winds. An Attorney General's longstanding, constitutional role as the government's "Chief Law Officer" embodies this commitment, even – and sometime especially - when it means that the Attorney General must stand in opposition to the policies of her or his own party.

Such is the situation for the B.C. New Democratic Party in a coming court case in which the Squamish Nation is claiming that the then-Liberal B.C. government did not adequately consult with them before granting environmental assessment certificates for Kinder Morgan's new Trans Mountain pipeline . The NDP campaigned against this pipeline, promising upon its election in July to "immediately employ every tool available" to block its construction. Yet now, new Attorney General David Eby is duty bound to defend the process that resulted in the granting of those certificates.

That may not feel like a good thing for the Attorney General, but it's a very good thing for Canadian democracy. It's a reaffirmation that the rule of law is not a tool at the Government's disposal; it's a trust by which the government is itself bound.

Consider the context. An Attorney General is appointed to Cabinet in the same way as other ministers and he or she is similarly bound to uphold and advance party policies. But unlike other ministers, an Attorney General also has a special non-political and non-partisan duty to uphold the rule of law. This duty includes administering the courts, funding and providing for legal aid where it is constitutionally required, and protecting the independence of the lawyers who work for government, such as Crown Prosecutors. Just as the government cannot tell the police who to arrest, an Attorney General cannot tell Crown Attorneys who to prosecute. In these roles, the AG acts independent of her or his own government's political priorities.

This can be complicated for reasons that go beyond partisan preference. The role of Chief Law Officer extends to ensuring that the government acts within the bounds of the Constitution, the implication of which not a science. It requires judgment and may change over time as the courts' interpretation of the Constitution evolves. It does not and cannot change, however, to suit a government's political agenda. The Crown is the Crown no matter which party happens to control the Legislature.

In a case such as the Squamish have launched in regard to Kinder Morgan, where there is a claim that the constitutional rights of an Indigenous Nation or community have been violated, Attorney General Eby has two choices. He can settle the dispute, or he can

fulfil his role as Chief Law Officer and present the government's position to the Court. What cannot do, in my view, is sit on his hands. There have been occasions where Governments have declined to appear in Constitutional cases, and in such circumstances a Court may appoint an *amicus curiae* – literally, a friend of the Court – to present a range of perspectives which the Government might have. But no *amicus* can speak for the Crown as to whether it has lived up to its constitutional obligations.

The honour of the Crown requires that the Attorney General explain how the Crown discharged this duty in the Kinder Morgan context. A Court may or may not find that explanation persuasive, but for the Attorney General to abdicate its responsibility to provide such an explanation could frustrate the court's ability to develop Indigenous rights under the Constitution, and call into question whether the Attorney General is doing justice to the role of "Chief Law Officer."

Sometimes, to do the right thing, an Attorney General has to show up to defend a previous government's conduct, even if this benefits a pipeline project it believes to be the wrong policy. Doing so shows just how deep our democracy's commitment to the rule of law is and must continue to be.

Lorne Sossin is a Professor and Dean of Law at Osgoode Hall Law School at York University in Toronto. He was engaged by the B.C. Provincial Government to consider the law in this instance and he prepared this short explanation as a companion piece to a longer, formal legal opinion, which can be accessed [at this link](#).

D'Argis, Krista GCPE:EX

From: James Hoggan <jchoggan@hoggan.com>
Sent: Saturday, December 16, 2017 1:00 PM
To: Gibbs, Robb GCPE:EX
Subject: documents
Attachments: VII STAKEHOLDERS_sept28 745.docx; KM_court_messaging_MGH_others_SA edits.docx

Hi Robb,
Here are two additional documents. Jim

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s.14;s.13