

## Secondment Agreement

BETWEEN: NEW REGIONAL ECONOMIC DEVELOPMENT AGENCY FOR GREATER SAINT JOHN

(the "Third Party")

-and-

THE CITY OF SAINT JOHN

(the "Original Employer")

-and-

STEPHEN D. CARSON of Saint John, New Brunswick

(the "Employee")

**WHEREAS** it has been agreed by the Third Party, the Original Employer and the Employee that the Employee be seconded from the Original Employer to the Third Party for the purposes of carrying out certain duties, responsibilities and functions, as are more particularly set out herein;

**AND WHEREAS** the parties agree that the secondment is governed by the following terms and conditions.

The parties hereto agree as follows:

**1. Term**

1.1 The Agreement shall commence on January 1<sup>st</sup>, 2021 and shall continue until midnight on December 31<sup>st</sup>, 2021 (the "Term").

**2. Seconded Services**

2.1 During the Term, the Employee shall remain an employee of the Original Employer and shall be assigned by the Third Party to

perform the following general duties, responsibilities and functions in the role of “Senior Director, Real Estate Investment & Attraction and Special Advisor to CEO” of the Third Party: conduct analysis, provide advice and offer recommendations to the CEO of the Third Party, as required; support, facilitate and complete projects and initiatives as assigned by the CEO or the Board of Directors of the Third Party, as the case may be, and act as a senior member of the Executive Team for the Third Party. In addition to the general duties, responsibilities and functions identified above, it is acknowledged and agreed that the Third Party will identify such further and other duties, responsibilities and functions that may be assigned to the Employee by the Third Party from time to time that are, in the aforementioned Third Party’s view, reasonably related to those duties, responsibilities and functions identified above, and the Employee shall discharge those other duties, responsibilities and functions.

2.2 During the Term, the Third Party shall review, as required, the Employee’s work and it will, at the completion of the Term (or at intervals during the Term required by the Original Employer) if requested in writing by the Original Employer, provide a written evaluation of the Employee’s overall performance to the Original Employer. The Third Party agrees to maintain all records related to the secondment of the Employee and, if requested in writing by the Original Employer, shall transfer any records relating to the Employee’s secondment to the Original Employer upon completion of the Term.

### **3. Conditions**

3.1 During the Term, the Original Employer shall pay to the Employee his regular annual salary. Moreover, the Original Employer shall make employer contributions in respect of any and all benefits of the Employee that would arise in the regular course. For the benefit of greater clarity, all of the terms and conditions governing the Employee’s employment with the Original Employer, including the Employee’ annual salary and benefits, are fully particularized in an Employment Contract between the Original Employer and the Employee that was approved by the Original Employer’s Common Council by resolution dated May 1<sup>st</sup>, 2017 and which is attached hereto as **Schedule “A”** and which forms part of this Agreement, as well as an Employment Extension Contract between the Original

Employer and the Employee that was approved by the Original Employer's Common Council by resolution dated December 16<sup>th</sup>, 2019 and which is attached hereto as **Schedule "B"** and which also forms part of this Agreement.

3.2 On the last day of each month of the Term, the Third Party hereby agrees to reimburse the Original Employer, in equal prorated monthly instalments, the cost of the Employee's annual salary and benefits, together with any temporary pension payments, for the month being completed. For greater clarity, the Employee's annual salary is \$148,350.80, plus benefits equivalent to twenty-five percent (25%) of the Employee's annual salary and temporary pension payments equivalent to seventeen percent (17%) of the Employee's annual salary. At the end of the Term, the Original Employer shall complete an accounting of the prorated monthly instalments paid by the Third Party to the Original Employer in respect of the aforementioned annual salary, benefits and temporary pension payment costs and the Third Party and the Original Employer hereby agree to reconcile any overpayments or underpayments for the Term, as the case may be, by January 15th, 2021.

3.3 The Third Party shall, at its sole cost and expense, furnish the Employee with a computer and any other office equipment or technology deemed necessary by the Third Party for the Employee to discharge his duties, responsibilities and functions to the Third Party under this Agreement. The Employee acknowledges and agrees that he shall abide by any and all policies of the Original Employer respecting the use of such computer, office equipment or technology, as may be amended from time to time.

#### **4. Confidentiality**

4.1 The Employee shall keep strictly confidential all information concerning the Original Employer and/or Third Party, or any of the business or activities of the Original Employer and/or Third Party acquired as a result of participation in the Secondment Agreement.

#### **5. Hold Harmless**

5.1 The Original Employer agrees to hold the Third Party harmless:

(a) From any and all claims, demands, actions or causes of action by the Employee which relate in whole or in part to the Agreement,

or the secondment of the Employee from the Original Employer to the Third Party or the appointment of the Employee pursuant to Article 2.1;

(b) From any and all third party claims, demands, actions or causes of action, including those arising out of negligence, wilful harm, or crimes by the Employee which occur during the Term, except in relation to any such matters which are the result of and/or directly relate to the Employee's performance of duties, responsibilities and functions exclusively for and at the direction of the Third Party, and

(c) From any and all costs associated with claims made by the Employee under the **Workers' Compensation Act** which arise, in whole or in part, during the Term for which the Third Party is liable.

**6. Completion of Assignment.**

6.1 The completion of the Term of this Agreement shall occur on December 31<sup>st</sup>, 2021, which aligns with the conclusion of term of the Employee's Employment Extension Contract with the Original Employer.

**7. Independent Legal Advice**

7.1 The Employee acknowledges he has had independent legal advice with respect to this Agreement.

**SIGNED, SEALED AND DELIVERED** ) Third Party  
this \_\_\_ day of \_\_\_, 2020, before me: )  
)  
)  
\_\_\_\_\_ ) \_\_\_\_\_  
Chairperson, Board of Directors

Resolution Date:

**SIGNED, SEALED AND DELIVERED** ) Original Employer  
this \_\_\_\_\_ day of \_\_\_, 2020, before me: )

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Common Clerk

Mayor

Resolution Date:

**SIGNED, SEALED AND DELIVERED** )

this \_\_\_ day of \_\_\_, 2020, before me: )

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Stephen D. Carson