



CONTRACT FOR SERVICES

Date	Apr 01, 2016	Contract SallD	GNWT1
Attachments	1 (One)	Contract ID	000000000000000000000828

Invoice To: Government of the NWT Financial Shared Services Bag Services 1511 3rd Floor, YK Centre Yellowknife, NT, X1A 2R3 Phone: (867) 873-7148 Email: Financial_SharedServices@gov.nt.ca	Owner: Government of the NWT Executive Premier's Office Box 1320 Legislation Assembly - 2nd Floor Yellowknife, NT, X1A 2L9	Contact: Shaun Dean Phone: 867-787-9140 ext. 11090 Fax: 867-873-0169
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DESCRIPTION OF SERVICES REQUIRED

General Title of Contract: Media & Gov't Relations Services	Term of Contract: From April 01, 2016 To March 31, 2017
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Description:
 The Government of the Northwest Territories (GNWT), Department of EXECUTIVE (EXEC) would like to enter into a contract with a qualified Contractor for the establishment of a Service Contract (SC) for the service of "Media & Government Relations Services" in accordance with the terms and conditions contained herein:


- 1. DATES & EXTENSIONS**
- a) The prices set out herein shall be firm for the duration of this SC unless revised in accordance with the provisions set out in this contract, namely, commencing APRIL 01st, 2016 and Terminating MARCH 31st, 2017.
 - b) The GNWT will have the sole option of extending this SC for a further period up to Two (2), Six (6) month periods, not exceeding Twelve (12) months in total at the price contained herein if both parties are in agreement.

CONTRACTOR


Name of Firm Earncliffe Strategy Group	Address 200 - 46 Elgin Street
Contact Yaroslav Baran	Ottawa, ON, K1P 5K6
Phone 613-563-4455	Fax 613-568-1768
	Email Yaroslav@earncliffe.ca

The Contractor hereby covenants and agrees to execute and complete, in a workmanlike manner, in accordance with the terms and conditions set out herein and in any attached appendices and/or other attachments, the work described above, on or before March 31, 2017 for the total estimated price not to exceed

ONE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED DOLLARS and ZERO CENTS. \$126,800.00


 Authorized Signature _____ Title **Principal** Date **05/09/16**

CONTRACT AUTHORITY ACCEPTANCE - When signed, this document becomes a Contract.


 Authorized Signature _____ Title **Procurement Specialist** Date **May 9/16**



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2. SCOPE of WORK

a) The contractor "Earnscliffe Strategy Group" agrees to provide in a manner satisfactory to the GNWT, Department of EXEC for the services of "Media & Government Relations Services" as described below:

- a) Intelligence on government policy and legislative agendas at the international, national, provincial and municipal level;
- b) Ongoing monitoring of key developments on files of interest to clients;
- c) Design of core narratives for the purpose of building or reinforcing clients' public branding;
- d) Developing of unique communications programs to build awareness and exposure of clients and their interests;
- e) Development of key messages for meetings, interviews, and editorial board meetings;
- f) Facilitation of media opportunities, promotional initiatives, and awareness-building events to promote clients, their brands, and interests.
- g) Identification of the appropriate decision-makers/contacts in the Prime Minister's Office and in key Ministers' offices and departments of government, as well as intelligence on their priorities and views;
- h) Design of core narratives for client issues that navigate political, bureaucratic and private-sector dynamics;
- i) Identification of alignment opportunities between clients' objectives and federal government priorities, initiatives and the legislative process;
- j) Insights into cabinet, caucus and standing committee processes and reviews and their roles in effective political, policy and regulatory strategies;
- k) Road mapping stakeholders and engagement plans to help clients approach government at all levels;
- l) Development of government and parliamentary submissions;

As per the Attached APPENDIX "A"

3. FEE STRUCTURE

a) The GNWT shall pay the Contractor for services rendered on the basis described below, subject to the services having been performed to the satisfaction of the GNWT and within the costs established to perform these services;

b) Consulting Services \$10,000.00 per Month

c) Admin Cost \$ 150.00 Per Month

d) The maximum payable for services performed over the duration of this contract shall not exceed ONE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED DOLLARS and ZERO CENTS (\$126,800.00).

e) This contract shall not exceed the total amount as stated above unless specifically authorized by a written Contract Change Order (CCO) approved by the GNWT.

f) The Contractor agrees that no other charge or expense other than those specified in this Agreement shall be payable by the GNWT, and that all other expenses are those of the Contractor.



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4. TRAVEL

- a) Expenses incurred for reasonable travel
(which in the case of travel by Air, shall consist of economy class airfare, unless unavailable)
- b) Taxi and accommodation expenses, and must be supported by original receipts.
- c) Meals shall be reimbursed, without receipts, based on the current GNWT Per Diem rates, per person per day, which as of the date of execution of this contract is as follows:

Breakfast	\$ 22.85
Lunch	\$ 25.20
Supper	\$ 57.35
Total	\$105.40

- d) Upon approval of work completed the contractor will provide an invoice for payment processing with attached original receipts for reimbursement of travel.
- e) The Contractor agrees that no other charge or expense other than those specified in this Agreement shall be payable by the GNWT, and that all other expenses are those of the Contractor.

5. INVOICING

- a) All "INVOICES" as submitted by the Contractor, shall be for the services that have actually been supplied and/or received by the "GNWT".
- b) All "invoices" MUST have the following details clearly shown:
 - i) The ordering documents reference number;
 - ii) Itemized listing of services and supplies, including expenses;
 - iii) Quantities, unit and extended prices;
 - iv) Invoices for services rendered and expenses may be submitted throughout the contract and upon the completion of this contract and the final invoice must be submitted no later than March 31, 2017.
- c) The reference **Contract ID Number (CID828)** of this contract MUST be clearly shown on all invoices, packing slips, express receipts, bills of landing and all relevant correspondence.
- d) The Contractor will be required to bill the user Department of **FINANCE** directly at:

Government of the Northwest Territories (GNWT)
 Department of FINANCE
 Financial Shared Services (FSS)
 Box 1320
 Yellowknife, NT, X1A 2L9
 Email: financial_sharedservices@gov.nt.ca

Please NOTE:

To ensure prompt payment please ensure the above **Contract ID #828** is on all Invoices pertaining to this contract



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6. NOTICE AND ADDRESS

a) Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail and shall be addressed as follows:

b) If, to the GNWT:

GNWT - Executive
 EXEC – Premier’s Office
 Box 1320 – Legislative Assembly 2nd Floor
 Yellowknife, NT, X1A 2L9

Attention: Shaun Dean
 Ph: 867-767-9140 ext.11090
 Fx: 867-873-0169
 email: shaun_dean@gov.nt.ca

c) If to the Contractor, at:

Earnscliffe Strategy Group
 #46 Elgin Street, Suite #200
 Ottawa, ON, K1P 5K6

Attn: Yaroslav Baran
 Ph: 613-563-4455
 Fx: 613-563-1768
 email: Yaroslav@earnsccliffe.ca

d) Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have been received on the seventh (7th) day after posting, or if by facsimile, forty-eight (48) hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

7. ENTIRE AGREEMENT

a) This contract comprises the entire agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the services to be provided by the contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this contract.



GENERAL CONDITIONS

1. DEFINITIONS: In the contract

- i. Contracting Authority means (i) a Minister or (ii) a Deputy Minister and includes a public officer who has been delegated the powers and duties of a contract officer.
- ii. G.N.W.T. means the Government of the Northwest Territories.
- iii. Contractor means the legal entity that has been awarded the contract.
- iv. Work means the goods, services or construction as set out herein.

2. APPLICABLE LAW: This contract shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.

3. ENTIRE CONTRACT: This contract, including the Signature Page, General Conditions, Supplementary Conditions and any attached Schedules, comprises the entire agreement between the parties and supersedes all written or oral communications, negotiations and agreements relating to the Work made prior to the date of this contract.

4. STATUTORY CONDITION: It is a condition of this contract that payment hereunder is subject to Section 97 of the Financial Administration Act, S.N.W.T. 2015, c.13, as amended, which provides as follows:

"It is a condition of every contract and other agreement made by or on behalf of Government requiring an expenditure that an expenditure pursuant to the contract or agreement will be incurred only if there is a sufficient uncommitted balance in the appropriation for the department for the Government fiscal year in which the expenditure is required under the contract or agreement.."

5. INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor with the GNWT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principle and agent between the GNWT and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, employment insurance, income tax, workers' compensation and Payroll Tax.

6. TIME: Time is of the essence of this contract, both with respect to times, dates, or periods specified in the contract; and any times, dates, or periods that may be substituted for any of those in the contract, by agreement between the GNWT and the Contractor.

7. IMPLIED TERMS: No implied terms or obligations of any kind by or on behalf of either party to this contract shall arise from anything in the contract and the express covenants and agreements therein contained and made by the parties to this contract are the only covenants and agreements upon which any rights against the parties are to be founded.

8. AMENDMENTS: This contract may only be amended, extended or renewed by the written consent of the parties.

9. SUCCESSION: This contract shall enure to the benefit of and be binding upon the administrators, executors, successors, and assigns of Contractor and the successors and assigns of the GNWT.

10. SEVERENCE OF TERMS: It is intended that all provisions of this contract shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision shall be deemed severed from the remainder of this Contract and all other provisions shall remain in full force.

11. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not assign, transfer or sub-contract any of the Work to be done under this contract, or any part thereof, to any party without prior written consent of the GNWT. If, with the consent of the GNWT the Work or any part thereof is performed by a subcontractor, the Contractor shall be fully responsible to the GNWT for the acts and omissions of the sub-contractor and all its officers, servants and agents. In the case of a proposed assignment of monies owing to the Contractor under this contract, the Contractor acknowledges that the consent in writing of the Comptroller General of the G.N.W.T. must be obtained in accordance with s.130(3) of the Financial Administration Act.

12. WAIVER OF BREACH: No waiver by either party of any breach of any term, condition, or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to any breach shall not affect the rights of the parties relating to other or future breaches.

13. PERFORMANCE: The failure of either party at any time to require the performance of any provision or requirement of this Contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.

14. NOTICE: Any notice required to be given herein or any other communication to either party pursuant to this contract shall be in writing and shall be personally delivered, sent by facsimile, email, or posted by prepaid registered mail at the address on the front of this contract.

15. GOODS & SERVICES TAX: The GNWT certifies that the Work to be purchased from the Contractor will be purchased with government funds and are not, therefore, subject to the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST). Even though the Contractor will not charge GST or HST, the Contractor may be eligible to receive input tax credits with respect to any GST or HST liability incurred in providing the Work if such a refund would be available in other circumstances. It is the sole responsibility of the Contractor to determine if input tax credits are available in respect of the provision of the Work to the GNWT. The GNWT will not compensate the Contractor for any GST or HST liability incurred in the provision of the Work.

16. HARASSMENT FREE AND RESPECTFUL WORKPLACE: The parties and their employees, agents, and representatives shall observe and be bound by the Harassment Free and Respectful Workplace Policy of the G.N.W.T. as it applies to this contract. A copy of the Harassment Free and Respectful Workplace Policy can be found at the following website: <http://www.hr.gov.nt.ca/policy/>. The Contractor shall, upon the request of the GNWT, remove from any GNWT work site where the contract work is being performed, any person employed by it for the purposes of the contract who, in the opinion of the GNWT, has violated the Harassment Free and Respectful Workplace Policy.



CONTRACT FOR SERVICES

17. **ACCESS TO INFORMATION:** All information, including documents, submitted to the GNWT are in the custody and control of the GNWT and thus subject to the protection and disclosure provisions of the Access to Information and Protection of Privacy Act. This Act allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions.
18. **VENDOR COMPLAINT PROCESS:** The GNWT has in place a Vendor Complaint Process (VCP). The VCP is intended to provide access to a consistent, fair & timely process to deal with vendor complaints concerning the GNWT's procurement process and to identify ways to make improvements to the process.
- Vendors can obtain a copy of the VCP at: <http://www.pws.gov.nt.ca/publications/index.htm>.

CONTRACTOR'S RESPONSIBILITIES

19. **EQUIPMENT:** The Contractor shall furnish all tools, equipment, labour, supervision, materials and other supplies and services necessary for the execution and completion of the Work, at the Contractor's sole expense, unless otherwise specified in writing to the contrary.
20. **SUBCONTRACTORS:** The Contractor shall ensure that any subcontractors engaged to perform any portion of the Work will be bound by the terms and conditions essentially the same as those in this contract, to the extent that they are applicable to the goods or services provided by the subcontractor.
21. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all legal requirements, and shall have and maintain, at its cost, all permits, licences and fees required for the performance of the Work.
22. **INDEMNITY:** The Contractor shall defend, indemnify and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Contractor in its performance of this Agreement. The obligation to indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of the GNWT, its Ministers, officers, employees, servants or agents.
23. **WORKERS' SAFETY AND COMPENSATION COMMISSION:** The Contractor shall, at its own expense, obtain Workers' Safety and Compensation Commission coverage for itself, all employees and partners, or other individuals employed or engaged in the execution of the work and shall ensure all approved subcontractors obtain compensation coverage. The Contractor shall conform and comply with all conditions set forth in the Workers' Compensation Act and Regulations pursuant hereto, and pay all assessments pursuant to the said Act.
24. **RECORDS:** The Contractor shall keep proper accounts and records of this contract for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or the three years after the expiry of this contract, the Contractor, upon request of the GNWT shall produce such accounts and records.
25. **CONFIDENTIALITY:** The Contractor shall ensure that all and any information related to the affairs of the GNWT to which the Contractor becomes privy as a result of this contract, is confidential and shall be treated as confidential during and after the term of this contract and shall not be divulged, released or published without the prior written approval of the GNWT.
26. **NOTICE OF CLAIM:** The Contractor shall give notice to the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the service under this contract.
27. **INVOICING:** The Contractor must submit to the GNWT an invoice in satisfactory form upon completion of the Work or at other times as required. Invoices should clearly indicate the contract reference number to avoid delay in payment. Invoices that do not indicate the contract reference number may be returned to the Contractor.
28. **INTELLECTUAL PROPERTY:** Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the GNWT and the Contractor hereby absolutely assigns to the GNWT the copyright in the property for the whole of the term of the copyright.

GNWT RIGHTS AND OBLIGATIONS

29. **BREACH OF CONTRACT:** The GNWT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the GNWT.
30. **DEFAULT:** In the event that the Contractor is, in the opinion of the Contract Authority, in default in respect of any of the obligations under this Contract hereunder the GNWT may do any act it deems necessary to rectify such default and may deduct or set off the cost of such rectification against any amount or payment due to the Contractor.
31. **SET OFF:** The GNWT may set off any payment due to the Contractor pursuant to this contract against any monies owed by the Contractor to the GNWT only in accordance with Section 57 of the NWT Financial Administration Act, which provides that:

The Comptroller General may retain money by way of deduction or set-off out of money payable to a person by Government out of the Consolidated Revenue Fund or by a public agency, if (a) that person owes money to Government or a public agency; (b) Government or a public agency has made an overpayment to that person; or (c) that person received an accountable advance and has not repaid or accounted for it.

32. **TERMINATION:** The GNWT may terminate this contract at any time, upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority: the Contractor is unable to perform the Work as required; the Contractor's performance of the Work is faulty; the Contractor becomes insolvent or commits an act of bankruptcy; in the event any actual or potential labour dispute delays or threatens to delay timely performance of this contract; or the Contractor defaults or fails to observe the terms and conditions of this contract in any material respect. This contract shall terminate as of the day for termination set out in the written notice.



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33. **PAYMENT:** Upon completion of the Work, or any agreed upon part thereof, and provided all terms and conditions hereof on the part of the Contractor have been complied with, the GNWT shall pay each invoice from the Contractor within thirty (30) calendar days after its receipt, or thirty (30) calendar days after delivery of the Work, whichever is later. Invoices from Northern Contractors (as defined by the G.N.W.T. Business Incentive Policy, 63.02) will be paid twenty (20) calendar days after receipt of the Invoice, or twenty (20) calendar days after delivery of the Work, whichever is later.
34. **LIABILITY:** The GNWT, its servants and agents, shall not be liable to the Contractor, its officers, servants, agents or subcontractors for any loss, damage or injury (including death) or for any loss or damage to the property of the Contractor, or property of others for which the Contractor is responsible, how ever arising or in any manner based upon, arising from or attributable to the performance of this contract; and the Contractor waives all rights and recourse against the GNWT for any such loss, damage, or injury or loss or damage to the Contractor's property or property of others for which the Contractor is responsible.

TERMS AND CONDITIONS FOR CONTRACTED SERVICES

1. The Contractor shall provide the services set out herein to the full satisfaction of the GNWT.
2. The Contractor shall perform the Work to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services customary to the Work.
3. The Contractor shall ensure that all persons employed or retained to perform the Work are competent to do so and are properly trained, licensed (if legally so required) and supervised in carrying out their assigned duties and tasks.
4. When a change in the Work is proposed or required, the GNWT will provide the Contractor with a written description of the proposed change in the Work.

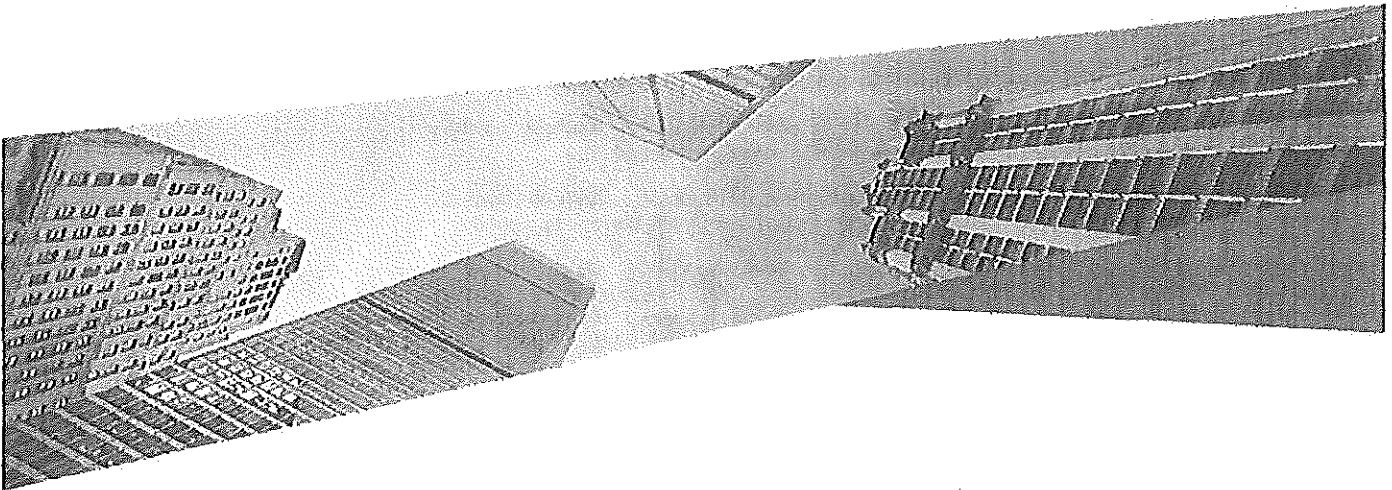
The Contractor shall promptly present, in a form acceptable to GNWT, a method of adjustment or an amount of adjustment for the Contract Price, if any, and the adjustment in the Time, if any, for the proposed change in the Work. When the GNWT and the Contractor agree to the adjustments in the Contract Price and Time or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a Change Order.

5. The Contractor shall maintain the following insurance coverage, as applicable for the activity under contract, for the duration of this contract:
 - Commercial General Liability Insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof; and
 - Automobile Liability Insurance in respect of the Contractor's owned and leased vehicles with limits of not less than \$1,000,000 inclusive per occurrence for bodily injury, death, and damage to property.
6. The Contractor shall, without limiting its obligations or liabilities hereunder, obtain, maintain, and pay for during the currency of this Contract, and any renewal hereof, Workers' Safety and Compensation Commission (WSCC) insurance covering all employees engaged in the Services in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the GNWT.
7. The Contractor will not provide any services to any person in circumstances, that, in the reasonable opinion of the GNWT, would likely give rise to a conflict of interest between the Contractor's obligations to that person and the Contractor's obligations to the GNWT under this contract.

Appendix "A"

Proposal for Advisory Services

Government of the Northwest Territories



Submitted by Earncliffe Strategy Group

April 1, 2016



April 1, 2016

Mr. Gary Bohnet
Principal Secretary
Office of the Premier
Government of the Northwest Territories

(by electronic mail)

Dear Mr. Bohnet,

On behalf of the Earnscliffe Strategy Group, we are pleased to respond to your request for renewed work providing strategic communication and intergovernmental relations advisory services to the Government of the Northwest Territories.

THE EARNSCLIFFE STRATEGY GROUP

Founded in 1989 and independently owned, the Earnscliffe Strategy Group operates from offices in Ottawa, Toronto, Edmonton and Vancouver. We offer our clients a unique understanding of the country and where it intersects in the world. Our leadership team includes former government policymakers, business leaders, academics, award-winning journalists and opinion-researchers. In the past, each of us has worked in the office of a prime minister or senior federal or provincial cabinet minister. Only senior principals do the work for our clients. When you hire us, you get us.

The principals of our company bring significant experience and years of direct involvement in a number of complex public policy files, including fiscal, tax and economic policy, natural resources and fisheries, health care and the life sciences, transportation, telecommunications and international trade, communications and media relations, and intergovernmental relations. Of particular relevance to the Government of Northwest Territories, we have had significant prior experience in representing the interests of the Northwest Territories in Ottawa, as well as advising the former Minister of Finance for Nunavut

HOW WE WORK

Earnscliffe Strategy Group offers strategic advice and counsel to effectively position clients to deal directly with government decision-makers, whether politicians or officials, and with the news media. We have helped many of Canada's leaders, companies and organizations navigate the public policy environment and align their objectives to find realistic and effective solutions.

46 Elgin Street
Suite 200
Ottawa, ON K1P 5K6
T 613.563.4455
F 613.563.1768

earnsccliffe.ca

Be it in government relations or in communications activities, our view is that our clients themselves are usually best situated to be their own spokespersons for their objectives and interests. The value-added we bring includes strategic advice on the policy and decision-making environment, the most effective approaches for achieving success, how best to engage key decision-makers and media, and the development of relevant and persuasive arguments and communication fora. To that end, the advice we provide to clients includes the following specific services:

- Intelligence on government policy and legislative agendas at the international, national, provincial and municipal level;
- Ongoing monitoring of key developments on files of interest to clients;
- Design of core narratives for the purpose of building or reinforcing clients' public branding;
- Developing of unique communications programmes to build awareness and exposure of clients and their interests;
- Development of key messages for meetings, interviews, and editorial board meetings;
- Facilitation of media opportunities, promotional initiatives, and awareness-building events to promote clients, their brands, and interests.
- Identification of the appropriate decision-makers/contacts in the Prime Minister's Office and in key Ministers' offices and departments of government, as well as intelligence on their priorities and views;
- Design of core narratives for client issues that navigate political, bureaucratic and private-sector dynamics;
- Identification of alignment opportunities between clients' objectives and federal government priorities, initiatives and the legislative process;
- Insights into cabinet, caucus and standing committee processes and reviews and their roles in effective political, policy and regulatory strategies;
- Road mapping stakeholders and engagement plans to help clients approach government at all levels;
- Development of government and parliamentary submissions;

COMMUNICATIONS: VISIBILITY AND PRESENCE

While the focus of policy and economic attention continues to move away from the industrialized southeast toward Canada's northwest, the Northwest Territories are not being accorded their rightful share of attention as an area of economic opportunity. Alberta, British Columbia, and Saskatchewan are dominating the persona of the northwest as the land of opportunity and future economic heartland. We would continue to work with your team to build profile generally for the NWT as an economy that is open for business, so that it is not overlooked by both policymakers and the media influencing the investment community.

The effectiveness of communications is significantly influenced by visibility and presence. If the Northwest Territories wishes to command a greater market share of policymakers' and opinion leaders' attention and consideration, it will require greater visibility and presence in the policymaker and thought leadership circles both in Ottawa and elsewhere.

We would be pleased to work with you to define the objectives and related materials necessary to accomplish this goal. This would include key messaging, message positioning, and development of communications materials such as talking points, backgrounders and policy briefs. We would also work with you to develop an earned media strategy to ensure that you obtain the maximum benefit from your ongoing communications activities.

We would develop with you a program for visible sponsorship of events that would provide opportunities for NWT political and bureaucratic actors to interact, on the ground, with influencers in Ottawa and in major commercial centres.

We would support your government with media training services – including on-site training in Yellowknife.

We would support your government with board of trade speaking events, and policy discussion roundtables “south of 60”.

Finally, we would note that our team has significant experience in media relations and we would provide linkage between your key spokespersons and key reporters and editorial boards – as we have been doing since the beginning of our relationship.

INTERGOVERNMENT RELATIONS

The GNWT has going through a transition now – not only following a territorial election, therefore, adjusting to a new set of legislators, but also because it is dealing with a new government in Ottawa. At the same time, the fiscal and economic picture has changed – both nationally and territorially – over the last two years, shifting the focus of governmental and intergovernmental priorities and activities.

To note just several examples of these changes, there will be a momentum shift away from resource exploitation due to drops in commodity prices. There will be a new federally-fuelled focus on infrastructure investment. Climate change policy has a renewed sense of importance on the national policy stage. Affordable housing and the state of Indigenous communities have been highlighted as priority action areas for the new federal government.

We would continue to support GNWT in mapping opportunities for engagement and effective relationship building with the federal government, to maximize the benefits of the bilateral relationship.

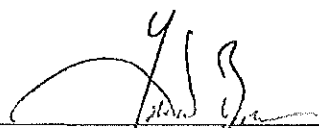
OUR RESOURCES

Geoff Norquay, Michael Robinson and I would be the primary Earnscliffe principals working with your government. Our biographies are attached. In addition, you will have access to all other principals and professional resources of our company, as required, to assist you in the implementation of your government relations and communications plan.

CONSULTANT FEES

We would propose a monthly retainer fee of \$10,000 effective April 1, 2016 – March 31, 2017. The contract would be cancellable at any time on 30 days' notice by either party. We would also propose a fixed telephone, teleconference, fax and courier fee of \$150 per month to avoid the administrative costs involved in the recording, calculation and processing of such individual charges. The only other charges would be for previously approved direct expenses incurred on your behalf, such as travel. Should you agree to this contract proposal, please countersign and return a copy of this contract to us for our files.

We look forward to working with the Government of Northwest Territories to achieve its intergovernmental relations and strategic communications objectives.



Yaroslav Baran
Principal

Gary Bohnet



Yaroslav Baran

principal

Yaroslav Baran is a leader in our communications practice, dedicating his energies to strategic communications, executive media training, speech writing, and crisis management. He is also Earncliffe's senior parliamentary advisor, uniquely positioned to advise clients on the complexities of the legislative process, with his esoteric knowledge of House of Commons procedure.

Yaroslav Baran joined Earncliffe after more than a decade of government experience in political communications and parliamentary affairs, having served most recently in the federal government as Chief of Staff to the Government House Leader.

Mr. Baran served as Director of Communications in Prime Minister Stephen Harper's Conservative Party leadership campaign. He also directed the Conservative Party's communications and media relations during the 2004, 2006 and 2008 national election campaigns as Senior Communications Advisor and Director of War Room Communications.

He started his career managing parliamentary procedural matters in the Office of the Chief Opposition Whip under Chuck Strahl and Jay Hill, before becoming legislative assistant to a senior Ontario MP. He was later appointed Senior Communications Manager in the Office of the Leader of the Opposition under Mr. Harper – a position he held for several years, rebuilding the communications apparatus of the new Conservative Party of Canada caucus and leader's office.

Mr. Baran also worked as a government relations consultant for two years prior to rejoining government as Chief of Staff to the Government Whip, and subsequently Chief of Staff to the Government House Leader.

The Hamilton native is a frequent media commentator on federal political affairs.

Yaroslav Baran

Partenaire

Yaroslav Baran est un chef de file de notre service des communications, consacrant son énergie aux communications stratégiques, à la formation de la haute direction en matière de médias, à la rédaction de discours et à la gestion de crises. Il est également le principal conseiller parlementaire chez Earncliffe, possédant tout ce qu'il faut pour conseiller les clients sur la complexité du processus législatif, et ce, grâce à sa connaissance esotérique des procédures de la Chambre des Communes.

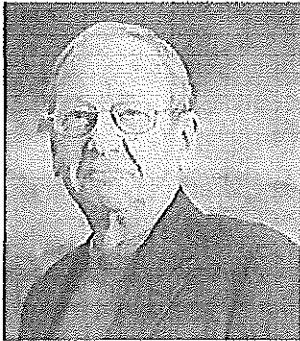
Yaroslav Baran s'est joint à Earncliffe après avoir passé plus d'une décennie au gouvernement dans le secteur des communications politiques et des affaires parlementaires. Le tout dernier poste qu'il a occupé au gouvernement fédéral était celui de chef de cabinet du leader du gouvernement à la Chambre.

M. Baran a agi comme directeur des communications de la campagne à la direction du Parti conservateur du premier ministre Stephen Harper. Il a également dirigé les communications et les relations avec les médias pour le Parti conservateur durant les campagnes électorales nationales de 2004, de 2006 et de 2008 à titre de conseiller principal aux communications et de directeur des communications du centre de planification.

Il a amorcé sa carrière en s'occupant de la gestion des questions de procédure parlementaire au Bureau du whip de l'opposition sous la direction de M. Chuck Strahl et de M. Jay Hill, avant de devenir adjoint législatif d'un député réputé de l'Ontario. Il a ensuite été nommé directeur principal des communications au Bureau du chef de l'opposition sous la direction de M. Harper – poste qu'il a occupé pendant plusieurs années, refaisant de fond en comble le service des communications du caucus du nouveau Parti conservateur du Canada et du bureau du chef.

M. Baran a aussi travaillé comme conseiller en relations gouvernementales pendant deux ans avant de retrouver le gouvernement comme chef de cabinet du whip du gouvernement, puis à titre de chef de cabinet du leader du gouvernement à la Chambre.

Originaire d'Hamilton, il est un commentateur fréquent dans les médias des affaires politiques fédérales.



Geoff Norquay
Principal

Geoff Norquay is a seasoned public policy and communications specialist with extensive experience in both the public and private sectors. He advises a number of large corporate clients in the energy, broadcast, pharmaceutical and nuclear sectors.

After obtaining degrees in political science at the University of Manitoba and York University, he pursued an initial career in social policy with the governments of Ontario and Alberta, and with a national non-government agency.

Between 1981 and 1984, he served as Director of Research for the Progressive Conservative Party of Canada, and from 1984 to 1988, in a variety of senior policy advisory capacities in the Prime Minister's Office of the Rt. Hon. Brian Mulroney.

Following four years as Vice President, Government Relations with British Petroleum, plc, he worked as a public policy and communications consultant and speech writer based in Ottawa between 1992 and 2004. In 2004-05, he served as Director of Communications for the Rt. Hon Stephen Harper, then Leader of the Official Opposition.

As a consultant, Mr. Norquay has undertaken a number of challenging communications assignments for both public and private sector clients, including strategic planning, media management and acting as chief spokesperson. He was the principal writer for the 2002 and 2003 Ontario provincial Budget speeches.

Mr. Norquay is frequently invited to comment on public policy and the Canadian political scene. He is a Contributing Writer for *Policy Options* magazine, and for several years he has been a regular political panelist on CBC Newsworld and CTV Newsnet.

Geoff Norquay
Partenaire

Geoff Norquay est un spécialiste chevronné des politiques publiques et des communications, possédant une vaste expérience des secteurs public et privé. Il conseille plusieurs grandes sociétés dans les domaines de l'énergie, de la radiodiffusion, des médicaments et du nucléaire.

Après avoir obtenu des diplômes en science politique de l'Université du Manitoba et de l'Université York, il a débuté sa carrière en politique sociale auprès des gouvernements de l'Ontario et de l'Alberta, et d'un organisme national non gouvernemental.

Entre 1981 et 1984, il a été directeur de la recherche pour le Parti progressiste-conservateur du Canada, et de 1984 à 1988, il a exercé diverses fonctions à titre de conseiller principal en politiques au Cabinet du Premier ministre, le très honorable Brian Mulroney.

Après avoir passé quatre années comme vice-président, Relations gouvernementales auprès de la société British Petroleum, plc, il a travaillé comme consultant en politique publique et communications et rédacteur de discours à Ottawa entre 1992 et 2004. En 2004-2005, il a occupé le poste de directeur des communications auprès du très honorable Stephen Harper, alors chef de l'opposition officielle.

À titre de consultant, M. Norquay a entrepris plusieurs missions stimulantes dans le domaine des communications tant pour des clients du secteur public que privé. Il a ainsi œuvré en planification stratégique, gestion des médias et comme porte-parole principal. Il a aussi été rédacteur en chef des discours sur le budget de la province de l'Ontario en 2002 et en 2003.

M. Norquay est fréquemment invité à offrir ses commentaires sur la politique publique et la scène politique canadienne. Il est un auteur collaborateur pour le magazine *Policy Options* et, pendant plusieurs années, il a été un panéliste régulier à CBC Newsworld et à CTV Newsnet.



Michael W. Robinson

principal

Michael Robinson has spent the last thirty years as one of Canada's premier public affairs consultants and is recognized as an industry leader in the field of government relations and public policy consulting.

Michael served as Executive Assistant to a federal cabinet minister during the mid 1970's, serving in portfolios including Science and Technology, Indian and Northern Affairs, and the Treasury Board. He has also held a number of senior volunteer positions within the Liberal Party, serving in varied capacities, including Chief Financial Officer, Chair of a Federal Liberal leadership campaign and as head of transition planning for an incoming Prime Minister. Michael is a frequent commentator on the subject of government and public affairs.

He has studied at Dulwich College in London, England, and received a B.A. in Political Science from the University of Calgary.

Michael W. Robinson

Partenaire

Michael W. Robinson a passé les 30 dernières années comme l'un des consultants en affaires publiques les plus chevronnés au Canada. Il est reconnu comme un chef de file dans les domaines de la consultation en relations avec le gouvernement et en politique publique.

Michael a été chef de cabinet d'un ministre fédéral au milieu des années 1970, s'occupant de portefeuilles tels que Science et technologie, Affaires indiennes et du Nord canadien, et le Conseil du Trésor. Il a aussi occupé de nombreux postes de bénévoles de haut niveau au sein du Parti libéral. Il a notamment exercé des fonctions aussi diverses que directeur financier, président d'une course à la direction libérale fédérale, et a dirigé la planification de la transition pour un nouveau premier ministre. Michael émet souvent des commentaires sur les affaires gouvernementales et publiques.

Il a étudié au College Dulwich à Londres en Angleterre et détient un baccalauréat en sciences politiques de l'Université de Calgary.