

**AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS AGREEMENT (the "Agreement") is made effective the 22nd day of February, 2019

BETWEEN:

ALBERTA SPORT CONNECTION
a corporation pursuant to the *Alberta Sport Connection Act*
(the "Employer")

- and -

Lloyd Bentz
(the "Employee")

WHEREAS:

The Employer has the authority to appoint an individual to be Chief Executive Officer of the Alberta Sport Connection (the "Position"); and

WHEREAS the Employee is a "designated executive" pursuant to the *Reform of Agencies, Boards and Commissions Compensation Act* ("RABCCA"); and

WHEREAS the Employer and the Employee entered into an Employment Agreement effective January 1, 2018 (the Agreement); and

WHEREAS the parties have agreed to amend the Agreement.

THE PARTIES THEREFORE AGREE AS FOLLOWS

1. Clause 1.3 of the Agreement is amended by striking out "March 31, 2019" and substituting "December 31, 2019".
2. The Employee acknowledges and agrees that the Employer may disclose this Agreement, in its entirety, to the Ethics Commissioner for the purpose of assisting the Ethics Commissioner in carrying out the Ethics Commissioner's duties and functions under the *Conflicts of Interest Act*.

3. Except as amended by this agreement, all terms and conditions of the Agreement remain in force.

This Agreement is effective as of the date and year first above written.

EMPLOYEE:

Lloyd Bentz

Printed Name

Signature

Date

EMPLOYER:

Stephen R. Norris

Board Chair, Alberta Sport Connection

Signature

Date

WITNESS:

Shirley Wong
Printed Name

Signature

Date

Shirley Wong
Printed Name

Signature

Date

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made effective the 6 day of December, 2017

BETWEEN:

ALBERTA SPORT CONNECTION
a corporation pursuant to the *Alberta Sport Connection Act*
(the "Employer")

- and -

Lloyd Bentz
(the "Employee")

WHEREAS:

The Employer has the authority to appoint an individual to be Chief Executive Officer of the Alberta Sport Connection (the "Position");

The Employer and the Employee have agreed to enter into a fixed-term Employment Agreement.

The Employer and the Employee agree as follows:

1. POSITION & TERM

- 1.1 The Employer will employ the Employee in the Position (Position Description attached).
- 1.2 The Employee will report to the Board of Directors of the Employer (the "Board").
- 1.3 Employment will start on January 1, 2018 and will continue until the end of the day on March 31, 2019 (the "Term") unless terminated earlier in accordance with this Agreement. This Agreement is for a fixed term and it will not be combined with any prior employment agreements between the Employer and the Employee to create a contract of indefinite duration.

2. CONDUCT

- 2.1 The Employee will perform the duties of the Position and all additional duties as directed by the Employer. The Employee will perform and discharge the duties of the Position in a manner which is in the best interests of the Employer and in accordance with its objectives as determined by the Board.
- 2.2 The Employee agrees to devote the Employee's full attention and energy to the performance of the duties of the Position and to perform such duties faithfully, diligently and to the best of the Employee's abilities. The Employee will not be involved in any appointment, business, undertaking or employment other than employment under this

EMPLOYMENT AGREEMENT – LLOYD BENTZ

Agreement (“**Concurrent Employment**”) except with the prior written approval of the Employer or the Ethics Commissioner, should applicable legislation so require. The Employer reserves the right to revoke approval for Concurrent Employment in its sole discretion.

- 2.3 As an officer of the Employer, the Employee acknowledges that the Employee owes certain fiduciary duties to the Employer that exist during and survive the termination of this Agreement, and notwithstanding any provisions of this Agreement, such fiduciary duties are not thereby restricted, abridged or altered.
- 2.4 The Employee agrees to comply with the Alberta Sport Connection Code of Conduct established by the Employer, as amended from time to time, and all other Acts, regulations, directives, guidelines, rules and policies that the Employer may be subject to respecting the performance of the Position and/or the conduct of employees generally, including but not limited to rules governing conflicts of interest and restrictions on Concurrent Employment.
- 2.5 The Employee acknowledges that during the Term, the Employer and the Position may be designated as subject to provisions of the *Conflicts of Interest Act*. Upon any such designation, the Employee will comply with all restrictions and obligations outlined in the *Conflicts of Interest Act* and any related regulations, directives, and guidelines, including but not limited to restrictions on post-employment, Concurrent Employment, furthering private interests, using influence or insider information, and holding public securities, as well as obligations concerning financial disclosure and disclosure of real or apparent conflicts of interest.

3. COMPENSATION

- 3.1 The Employee will be paid a biweekly base salary of \$6186.31 (the “**Base Salary**”) less required deductions and withholdings, payable in accordance with the Employer’s regular payroll services.
- 3.2 The Employee acknowledges and agrees that the Base Salary is subject to review and adjustment during the Term, in accordance with guidelines issued by the Employer, and in a manner that is consistent with RABCCA, the *Reform of Agencies, Boards and Commissions Compensation Regulation* (the “**Regulation**”) and any related amendments, directives and guidelines.

4. NO OTHER RIGHTS OR BENEFITS

- 4.1 The Employee will not be entitled to any of the rights or benefits afforded to employees of the Employer, except as provided in this Agreement.

5. BENEFITS

- 5.1 The Employee is eligible for the following benefits, which are subject to the rules and requirements of the Employer’s policies:

- 5.1.1. Paid annual vacation leave of 30 days and vacation supplement of 5 days;

EMPLOYMENT AGREEMENT – LLOYD BENTZ

- 5.1.2. Paid holidays and special leave;
- 5.1.3. Casual and general illness;
- 5.1.4. Approved leaves of absence; and
- 5.1.5. Christmas Closure.

- 5.2 The employee will use all vacation leave entitlement prior to the end of the contract period (i.e. no payout of unused vacation at the end of the contract).
- 5.3 In lieu of participation in the First Choice Benefits Program, the Employee will receive \$116.59, less required deductions and withholdings, at the end of each biweekly period during the Term or a prorated portion thereof should the date of commencement or termination require. This payment is not pensionable. The Employee hereby irrevocably waives the right to participate in the First Choice Benefits Program.
- 5.4 The Employee will be provided with a reserved parking stall which will be treated as a taxable benefit at current market value (where applicable).

6. RETIREMENT BENEFITS

- 6.1 In lieu of participation in the MEPP the Employee will receive payment equal to 14.36% of the Base Salary. Payment will be paid to the Employee at the end of each biweekly period during the Term or a prorated portion thereof should the date of commencement or termination require, and paid less required deductions and withholdings.

7. BUSINESS EXPENSES

- 7.1 The Employee may be reimbursed for reasonable business expenses incurred while performing the duties of the Position. Reimbursement of business expenses will be in accordance with the following, as if the regulations and directives applied to the Employee:
 - 7.1.1. Travel and subsistence equivalent to those provided in the *Public Service Relocation and Employment Expenses Regulation*; and
 - 7.1.2. Business expenses as provided in the Alberta Treasury Board and Finance *Travel, Meal and Hospitality Expenses Directive* (with the exception of section 3(2) of the directive), subject to the Alberta Treasury Board and Finance *Public Disclosure of Travel and Expenses Directive*.

8. TERMINATION FOR JUST CAUSE

- 8.1 The Employer may terminate this Agreement at any time without notice for just cause. For the purposes of this Agreement, "just cause" includes but is not limited to: theft; fraud; conduct contrary to or in breach of any obligation under Clause 2 - Conduct, Clause 12 - Notification of Criminal Charge, or Clause 15 - Confidential Information and Trade Secrets; dishonesty; failure to disclose requested information; or breach of fiduciary duties.

EMPLOYMENT AGREEMENT – LLOYD BENTZ

8.2 In the event of termination for just cause, no notice or pay in lieu of notice will apply.

9. TERMINATION BY EMPLOYER

9.1 The Employer may terminate this Agreement at any time by giving written notice to the Employee. The Employee will receive four (4) weeks' notice for each full year of continuous service, to a maximum of fifty-two (52) weeks.

9.2 In lieu of notice, the Employer may, in its sole discretion, pay the Employee an amount equal to the Base Salary for the notice period or a combination of notice and payment in lieu of notice.

9.3 Where the Employer is providing payment in lieu of notice to the Employee, the Employer will pay an additional 16% of the amount paid in lieu of notice as compensation for loss of benefits.

9.4 Upon receipt of notice or payment in lieu of notice of termination, the Employee agrees to sign a restrictive agreement and release that includes at least the following terms:

9.4.1. If, during the severance period, the Crown or a public agency employs the Employee on a full or part-time basis or retains the Employee, either directly or indirectly, on a fee for service basis, then the Employee will repay the Employer forthwith at the completion of the severance period a portion of the amount paid pursuant to this Clause 9, equal to the gross compensation paid by the Crown or public agency during the severance period, in addition to any fine imposed or restitution ordered under the *Conflicts of Interest Act*.

9.4.2. The Employee agrees that the conditions in this restrictive agreement and release are reasonable and agrees to accept the notice, payment in lieu of notice, or any combination thereof in full satisfaction of any claims or actions, including any complaints under the *Employment Standards Code* or the *Alberta Human Rights Act* that the Employee may have arising out of the employment under or termination of this Agreement and the Employee expressly agrees not to make any claims, file any complaints, or commence an action for any amounts beyond the amounts set out in this restrictive agreement and release.

9.5 The common law duty to mitigate the loss of employment will apply and the Employee agrees to make good faith efforts to mitigate any loss of employment. Should the Employee be successful in mitigating the loss of employment, it may reduce the Employer's liability for terminating employment under this Clause 9.

10. TERMINATION BY EMPLOYEE

10.1 The Employee may terminate this Agreement by providing at least eight (8) weeks' written notice to the Employer. If the Employee gives notice in accordance with this Clause, the Employer reserves the right to waive all or part of the notice period, in which case the Employee will be paid the Base Salary during the waived period.

EMPLOYMENT AGREEMENT – LLOYD BENTZ

- 10.2 This Agreement will automatically end on the death of the Employee and no notice or pay in lieu of notice will apply.

11. NEW AGREEMENT

- 11.1 The Employer will provide the Employee with eight (8) weeks' notice prior to the end of the Term regarding its intentions to reappoint the Employee to the Position. In the event the Employee is reappointed to the Position, the Employee will be subject to a new contract. If no notice is given, the Employer is deemed to have decided not to renew this Agreement.

12. NOTIFICATION OF CRIMINAL CHARGE

- 12.1 The Employee agrees to give immediate notice to the Employer if the Employee is charged with any offence under the *Criminal Code of Canada* and/or the *Controlled Drugs and Substances Act* (Canada) or charged with an offence under provincial or municipal legislation.

13. EMPLOYER POLICIES AND PROCEDURES

- 13.1 The Employee will be subject to the policies and procedures of the Employer, currently in place or as may be established from time to time, except to the extent of any conflict with the provisions of this Agreement. In the event of a conflict between this Agreement and the policies and procedures of the Employer, the Agreement governs.

14. MATERIALS

- 14.1 All files, forms, correspondence, memoranda, documents, manuals, software, electronic records and other materials pertaining to or used in connection with the business of the Employer, other than publicly available materials (the "**Materials**"), which come into the Employee's possession or control during the Employee's employment will, at all times, be and remain the property of the Employer.
- 14.2 The Employee will not make for the Employee's own use or for the use of anyone else, copies or reproductions of the Materials. The Employee, or the Employee's estate representative, will return all Materials upon the termination of this Agreement, however caused.

15. CONFIDENTIAL INFORMATION AND TRADE SECRETS

- 15.1 Any confidential information or trade secrets acquired or created by the Employee in the performance of this Agreement, or any prior employment agreement with the Employer (the "**Confidential Information**"), will not be used or disclosed to anyone unless release is specifically approved by the Board. Any benefits resulting from the development of the Confidential Information will accrue to the Employer and will be held in trust by the Employee for the Employer. For the purposes of this Agreement, Confidential Information includes any information, whether in writing or not, which is not generally known to the public, and which could, if used, communicated or divulged, cause damage or embarrassment, loss of reputation, or other harm to the Employer.

EMPLOYMENT AGREEMENT – LLOYD BENTZ

15.2 This duty not to release Confidential Information is in addition to the common law duty of confidentiality.

15.3 The Employee acknowledges and agrees that the Employee's obligations of confidentiality owed to the Employer will survive the termination of this Agreement.

16. OWNERSHIP OF INTELLECTUAL PROPERTY

16.1 All rights, title and interest in and to all intellectual property that may be conceived, created or developed during the course of employment of the Employee with the Employer (the "Intellectual Property") will belong solely to the Employer.

16.2 The Employee hereby waives all moral rights in any and all copyright works authorized or coauthored by the Employee in the performance of the Employee's duties and obligations under this Agreement. The Employee will execute a written waiver of moral right in any copyright works authored or coauthored by the Employee immediately upon the request of the Employer.

16.3 The Employee will execute such assignment and other documents as are required by the Employer to transfer all rights, title and interest in and to all Intellectual Property to the Employer. In the event that the Employee fails to execute such assignment and other documents within ten (10) business days after a written request from the Employer, the Employee hereby appoints the Employer as the Employee's attorney to execute such assignment and other documents on behalf of the Employee.

16.4 The Employee will cooperate and render all assistance as may be reasonably requested by the Employer with respect to any applications, filings, or actions in relation to the Intellectual Property, including any applications for letters patent or for copyright or trade-mark registration, and any legal action or potential legal action which relates to the Intellectual Property. The Employer will reimburse the Employee for all reasonable expenses for such cooperation and assistance.

17. NON-SOLICITATION

17.1 The Employee acknowledges and agrees that, during the Employee's employment and for a period of twelve (12) months following the termination of this Agreement, however caused, the Employee will not directly or indirectly, approach, solicit, recruit, entice or attempt to approach, solicit, recruit or entice any employee then employed by the Employer to leave the employment of the Employer.

18. INJUNCTIVE RELIEF

18.1 The Employee acknowledges the value of the Confidential Information, as defined in Clause 15.1, to the Employer. The Employee further acknowledges that any material breach or threatened breach of any of the provisions contained in Clause 15 by the Employee may cause material and irreparable harm to the Employer which may not be reasonably or adequately compensated for by damages in an action at law.

18.2 The Employee therefore agrees that in the event of a breach or threatened breach of any of the provisions of Clause 15, the Employer shall be entitled to an injunction to

EMPLOYMENT AGREEMENT – LLOYD BENTZ

prevent breaches of the Agreement, in addition to any other remedies it may be entitled to at law and in equity.

19. NOTICE OF PUBLICATION

- 19.1 The Employee agrees that this Agreement and any records and information created or collected pursuant to the Employee's employment (including but not limited to the Employee's name, classification, salary, benefits or employment responsibilities) may be disclosed by the Employer. Decisions about disclosure are in the Employer's sole discretion and are subject to law and any applicable policies of the Government of Alberta, including but not limited to the *Public Sector Compensation Transparency Act*, and any related regulations, directives and guidelines.

20. ENTIRE AGREEMENT

- 20.1 This Agreement, including any payroll records, policies, programs or other interpretive materials referred to herein, sets forth the entire Agreement between the parties with respect to its subject matter and replaces any previous discussions, agreements and understandings of every kind and nature between them with respect to the employment of the Employee by the Employer and neither party will be bound by any term or condition other than as expressly set forth or provided for in this Agreement.
- 20.2 The parties understand and agree that there are other enactments, administrative directives, and Orders in Council which also impose duties and obligations on the parties and which may be amended from time to time without notice to the Employee. In the event of a conflict between this Agreement and any enactments, administrative directives and Orders in Council, the enactments, administrative directives and Orders in Council govern.
- 20.3 Acts, regulations, directives, codes, policies, authorities and guidelines referred to in this Agreement, may be amended, repealed or replaced from time to time without notice to the Employee.

21. SURVIVAL OF TERMS

- 21.1 Despite any other provision of this Agreement, those clauses which by their nature continue after the conclusion or termination of this Agreement will continue after such conclusion or termination, including:
- 21.1.1. Clause 2 Conduct
 - 21.1.2. Clause 9 Termination by Employer
 - 21.1.3. Clause 14 Materials
 - 21.1.4. Clause 15 Confidential Information and Trade Secrets
 - 21.1.5. Clause 16 Ownership of Intellectual Property
 - 21.1.6. Clause 17 Non Solicitation
 - 21.1.7. Clause 18 Injunctive Relief
 - 21.1.8. Clause 19 Notice of Publication
 - 21.1.9. Clause 23 Severability
 - 21.1.10. Clause 24 Waiver

EMPLOYMENT AGREEMENT – LLOYD BENTZ

22. AMENDMENT

- 22.1 The parties may by mutual agreement make written amendments to the terms of this Agreement.

23. SEVERABILITY

- 23.1 If a term of this Agreement is held to be invalid, illegal or unenforceable, that term is deemed to be severed and the remaining terms of this Agreement continue to operate.

24. WAIVER

- 24.1 The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach by the other party of any terms of provisions of this Agreement will not operate as a waiver of any other breach or default.

25. NOTICES, APPROVALS AND REQUESTS

- 25.1 Notices, approvals and requests referred to in the Agreement will be in writing and, if under Clauses 8,9, 10, 11, 12 and 15 will be personally delivered or sent by recorded mail to the Employer or Employee at the address provided below:

To the Employer: Alberta Sport Connection
Suite 500, 10055 – 106 Street
Edmonton AB T5J 1G3

To the Employee: Lloyd Bentz

and are deemed to have been given as follows:

25.1.1. If personally delivered, upon delivery; or

25.1.2. If by recorded mail, on the third day after mailing.

- 25.2 All other notices, approvals and requests under this Agreement that are not referred to by Clause 25.1 may be given in accordance with Clause 25.1 or by email and are deemed to have been given after 72 hours from sending.
- 25.3 The contact information for notices, approvals and requests may be changed by a notice to the other party.

26. INDEPENDENT LEGAL ADVICE

- 26.1 The Employee hereby acknowledges and confirms that the Employee was advised by the Employer to obtain independent legal or other professional advice. By executing this Agreement, the Employee hereby confirms that the Employee had the opportunity to

EMPLOYMENT AGREEMENT – LLOYD BENTZ

seek independent legal or professional advice and has either obtained such advice or has waived the right to obtain such advice.

27. JURISDICTION

27.1 This Agreement will be interpreted in accordance with the laws in force in the Province of Alberta. The parties agree to submit and attorn to the jurisdiction of the courts of the Province of Alberta.

28. HEADINGS

28.1 The clause headings in this Agreement have been included for convenience only and do not define, limit or enlarge the scope or meaning of this Agreement or any part of it.

29. SINGULAR/PLURAL

29.1 In this Agreement, words in the singular include the plural and words in the plural include the singular.

30. COUNTERPARTS

30.1 This Agreement may be executed in any number of counterparts, and delivered in PDF format by email transmission or by facsimile. A signature by way of email or facsimile shall be as binding and effective as an original signature.

This Agreement is effective as of the date and year first above written.

EMPLOYEE:

Lloyd Bentz
Printed Name,

Signature
December 6, 2017
Date

WITNESS:

SHIRLEY WONG
Printed Name

Signature
December 6, 2017
Date

EMPLOYER:

Andrew Ference
Board Chair, Alberta Sport Connection

Signature
December 6, 2017
Date

SHIRLEY WONG
Printed Name

Signature
December 6, 2017
Date