

File No.: 04-1000-20-2022-315

September 29, 2022

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of June 8, 2022 under the *Freedom of Information and Protection of Privacy Act* for:

Jim Rutkowski's contract (including description of deliverables), invoices, and proofs of payment. Date range: Beginning date of contract to June 7, 2022.

All responsive records are attached. Some information in the records has been severed (blacked out) under s.15(1)(l) and s.22(1) of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00.

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number (#04-1000-20-2022-315); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

[Signed by Cobi Falconer]

Cobi Falconer, MAS, MLIS, CIPP/C
Director, Access to Information & Privacy
cobi.falconer@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4

If you have any questions, please email us at foi@vancouver.ca and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604-871-6584.

Encl. (Response Package)

:kt

July 12, 2021

PRIVATE AND CONFIDENTIAL

Jim Rutkowski

Email: s.22(1)

Dear Jim Rutkowski:

Re: Consulting Agreement with the Office of the Mayor, City of Vancouver

This will confirm our agreement that you will provide the services described in the schedule to this letter (the "Services") to the City of Vancouver for the period from **June 15, 2021** to **September 30, 2021** (the "Term") on the following terms and conditions:

- The City will pay to you the amount of **\$125.00 per hour (plus GST) for up to a total of 40 hours**. This is the maximum amount that the City is obliged to pay in respect of performance of the Services unless this letter agreement is amended in writing and signed by both you and the undersigned.
- You will provide the Services as an independent contractor and not as an employee of the City. You will not be entitled to any employment benefits of any kind, and you will be solely responsible for remittance of Canada Pension premiums, Employment Insurance premiums, income tax and any other taxes, based on the total remuneration payable to you under this letter agreement.
- You will submit your one-time invoice to the undersigned upon completion of the work.
- You will obtain the pre-approval of the undersigned for any disbursements to be reimbursed to you and you will provide original invoices for all disbursements claimed.
- You acknowledge by signing this letter that, in performing the Services, you may acquire information about certain matters which are confidential and that such information is the exclusive property of the City and you agree not to disclose same to any third party either during or after the Term.

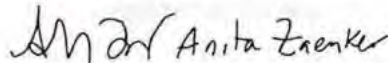

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- All drawings, audio-visual materials, information, plans, models, designs, specifications, reports and other documents or products produced, received or acquired by you as a result of the provision of the Services (the "Material") will be the sole property of the City and the City will have the right to use all of the Material for its benefit in any way it sees fit, subject to third party owned copyright. You will deliver the Material to the City forthwith following the expiry of the Term. Title to Material created by you is to be considered to have been transferred, and any copyright in same is to be considered to have been assigned by you to the City, on creation of such Material. You irrevocably waive, in favour of the City, your moral rights in respect of Material created by you.

To confirm your agreement to the above terms and conditions, kindly sign this letter where indicated and return same to the Mayor's Office as soon as possible.

Sincerely,



Anita Zaenker
Chief of Staff

JR
(Initial Page)

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SERVICES REQUIRED:

- Support media relations and preparation;
- Draft speaking remarks and presentation outlines;
- Provide strategic communications advice.

TERMS ACKNOWLEDGED AND AGREED TO THIS DAY OF July 13, 2021


(Signature)

November 1, 2021

PRIVATE AND CONFIDENTIAL

Jim Rutkowski

Email: s.22(1)

Dear Jim Rutkowski:

Re: Consulting Agreement with the Office of the Mayor, City of Vancouver

This will confirm our agreement that you will provide the services described in the schedule to this letter (the "Services") to the City of Vancouver for the period from **November 1, 2021** to **December 31, 2021** (the "Term") on the following terms and conditions:

- The City will pay to you the amount of **\$125.00 per hour (plus GST) for up to a total of 120 hours**. This is the maximum amount that the City is obliged to pay in respect of performance of the Services unless this letter agreement is amended in writing and signed by both you and the undersigned.
- You will provide the Services as an independent contractor and not as an employee of the City. You will not be entitled to any employment benefits of any kind, and you will be solely responsible for remittance of Canada Pension premiums, Employment Insurance premiums, income tax and any other taxes, based on the total remuneration payable to you under this letter agreement.
- You will submit your one-time invoice to the undersigned upon completion of the work.
- You will obtain the pre-approval of the undersigned for any disbursements to be reimbursed to you and you will provide original invoices for all disbursements claimed.
- You acknowledge by signing this letter that, in performing the Services, you may acquire information about certain matters which are confidential and that such information is the exclusive property of the City and you agree not to disclose same to any third party either during or after the Term.

(Initial Page)

Page 2 of 3

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To confirm your agreement to the above terms and conditions, kindly sign this letter where indicated and return same to the Mayor's Office as soon as possible.

Sincerely,

A handwritten signature in black ink that reads "Anita Zaenker". The signature is written in a cursive, flowing style.

Anita Zaenker
Chief of Staff

(Initial Page)

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SERVICES REQUIRED:

- Support media relations and preparation;
- Draft speaking remarks and presentation outlines;
- Provide strategic communications advice.

TERMS ACKNOWLEDGED AND AGREED TO THIS DAY OF November 1, 2021


(Signature)

Invoice Number 202107

September 27, 2021

To: City of Vancouver
Attn: Anita Zaenker, Chief of Staff

From: Jim Rutkowski
s.22(1)



Please find below my invoice for work completed from June 15, 2021 to September 27, 2021.

Total Hours = 40

Rate = \$125 per hour

Total = \$5000

GST@ 5% = \$250

GST # 883697120RT0001


Total invoice \$5250

Invoice Number 202112

November 25, 2021

To: City of Vancouver
Attn: Anita Zaenker, Chief of Staff

From: Jim Rutkowski
s.22(1)



Please find below my invoice for work completed to date.

Total Hours = 120

Rate = \$125 per hour

Total = \$15,000

GST@ 5% = \$750

GST # 883697120RT0001

Total invoice \$15,750

Display Check Information

 Check recipient  Check issuer...  Accompanying docs  Payment document

Paying Company Code: Payment document no.:

Bank details

House Bank	<input type="text" value="s.15(1)(l)"/>	Bank Key	<input type="text" value="s.15(1)(l)"/>
Account ID	<input type="text" value="CDN"/>	Bank Account	<input type="text" value=""/>
Bank Name	<input type="text" value="Bank of Montreal"/>		
City	<input type="text" value="Vancouver V7X 1L7"/>		

Check information

Check number	<input type="text" value="s.15(1)(l)"/>	Currency	<input type="text" value="CAD"/>
Payment date	<input type="text" value="2021/10/13"/>	Amount paid	<input type="text" value="5,250.00"/>
Check encashment	<input type="text" value="2021/10/21"/>	Cash discount amount	<input type="text" value="0.00"/>

Check recipient

Name	<input type="text" value="Rutkowski, Jim"/>
City	<input type="text" value="Victoria"/>
Payee's country	<input type="text" value="CA"/>
Regional code	<input type="text" value="BC"/>

Display Check Information

Check recipient Check issuer... Accompanying docs Payment document

Paying Company Code: Payment document no.:

Bank details

House Bank	<input type="text" value="s.15(1)(l)"/>	Bank Key	<input type="text" value="s.15(1)(l)"/>
Account ID	<input type="text" value="CDN"/>	Bank Account	<input type="text" value=""/>
Bank Name	<input type="text" value="Bank of Montreal"/>		
City	<input type="text" value="Vancouver V7X 1L7"/>		

Check information

Check number	<input type="text" value="s.15(1)(l)"/>	Currency	<input type="text" value="CAD"/>
Payment date	<input type="text" value="2021/12/22"/>	Amount paid	<input type="text" value="15,750.00"/>
Check encashment	<input type="text" value="2021/12/29"/>	Cash discount amount	<input type="text" value="0.00"/>

Check recipient

Name	<input type="text" value="Rutkowski, Jim"/>
City	<input type="text" value="Victoria"/>
Payee's country	<input type="text" value="CA"/>
Regional code	<input type="text" value="BC"/>

Assignment	Document Number	Document Date	Special G/L ind.	Reference	Amount in doc. curr.	Document currency	Text	Clearing Document	Clearing date
RutkowskiVictoria	1901058439	9/27/2021		202107	-5,250.00	CAD	Rutkowski, Jim - Invoice 202107	2001220462	10/13/2021
RutkowskiVictoria	2001220462	10/13/2021			5,250.00	CAD		2001220462	10/13/2021
RutkowskiVictoria	1901065017	11/25/2021		202112	-15,750.00	CAD	*Rutkowski, Jim - 202112	2001230089	12/22/2021
RutkowskiVictoria	2001230089	12/22/2021			15,750.00	CAD		2001230089	12/22/2021