

**CORPORATION OF THE TOWNSHIP
OF SOUTH ALGONQUIN
BY-LAW NO: 2022-710**

**Being a by-law to authorize the Mayor and CAO/Clerk-Treasurer
to sign the Integrity Commissioner Services Agreement between the
Township of South Algonquin
and
Cunningham Swan Carty Little & Bonham LLP**

WHEREAS the Township of South Algonquin, deems expedient to enter into an agreement with, Cunningham Swan Carty Little & Bonham LLP for Integrity Commissioner Services.

NOW THEREFORE the Municipal Council of The Corporation of the Township of South Algonquin enacts as follows:

1. **THAT** the Mayor and CAO is hereby authorized to execute the Agreement in the form attached to this By-Law and affix the Corporate Seal on behalf of the municipality.
2. **THAT** this By-Law will come into force and take effect on the date of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 1st DAY of June, 2022.

Mayor – Jane A. E. Dumas

CAO/Clerk Treasurer-Bryan Martin

READ A THIRD TIME AND PASSED THIS 1st DAY of June, 2022.

Mayor – Jane A. E. Dumas

CAO/Clerk Treasurer-Bryan Martin

INTEGRITY COMMISSIONER SERVICES

This Agreement shall be executed in three (3) original copies dated this ____ day of _____, 2022.

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN
7 Third Avenue, P.O. Box 217, Whitney, Ontario K0J 2M0

(Hereinafter referred to as “the Township”)

- and -

CUNNINGHAM SWAN CARTY LITTLE & BONHAM LLP

(Hereinafter referred to as “the Consultant”)

1. WHEREAS, the Township is authorized, pursuant to section 223.3 of the *Municipal Act, 2001* (the *Act*), as amended, to appoint an integrity commissioner (the “Integrity Commissioner”) who has the function to investigate in an independent and confidential manner, a complaint made to him or her by any person, as to whether a member of council or a member of a local board has complied with the Code of Conduct or other ethics-related policies, rules or procedures, and to report on the investigation;
2. AND WHEREAS the Consultant has represented, and the Township is satisfied, that the Consultant has the skills and abilities necessary to perform the role of the Integrity Commissioner;
3. AND WHEREAS, the Township wishes to retain the Consultant as an independent Integrity Commissioner for the Township;
4. NOW THEREFORE, in consideration of the covenants, terms and conditions contained herein, the Township and the Consultant agree as follows:

Powers and Duties

5. The Township hereby retains and appoints the Consultant as an Integrity Commissioner for the Township and the Consultant accepts such appointment and agrees to carry out the responsibility of the Integrity Commissioner, as more specifically described in the Statement of Duties and Responsibilities, attached as Schedule "A" to this Agreement, during the term of this Agreement.
6. The Integrity Commissioner shall have all of the powers set out in Sections 223.1 to 223.8 of the *Act*, as amended from time to time.

Term of the Agreement

7. The Consultant's appointment pursuant to this Agreement is effective on May 4, 2022, and will continue for a period of three (3) years, ending on May 4, 2025, unless terminated earlier in accordance with this clause:
 - a. The Township may be released from the Agreement at any time, with thirty (30) days written notice.
 - b. The Consultant shall provide thirty (30) days written notice to the Township of his intention to resign as the Township's Integrity Commissioner and his resignation shall only be effective at the expiry of the notice period.

Records

8. All records are the property of the Integrity Commissioner and must be held in strict confidence in accordance with the *Municipal Act*. Upon termination of this Agreement for any reason the Integrity Commissioner shall retain the records and continue to maintain the confidence in those records, except to the extent that any future Integrity Commissioner of the Township requires access to certain records for purposes of an active investigation.

Renewal

9. The Consultant's appointment pursuant to this Agreement may be renewed for a further three (3) years, on the same terms and on the mutual agreement of the Parties.

Compensation

10. The Consultant will not require an annual retainer and will provide services on an as needed basis.
11. The Township agrees to pay to the Consultant an hourly fee of Two Hundred and Ninety-Five Dollars (\$295.00) per hour for work undertaken by Tony Fleming, plus applicable taxes, during such time that the Consultant is actively carrying out the duties pursuant to this Agreement. The Consultant shall rely on other members of the firm as appropriate to ensure that the work is performed by only those members of the firm with the skill to undertake the work, at the most appropriate hourly rate. The Consultant shall provide the Township with a monthly invoice detailing the hours worked and expenses incurred for the period in question and the Township agrees to pay such invoices within thirty (30) days of the receipt thereof.
12. The Township agrees to reimburse the Consultant for all reasonable expenses and disbursements incurred by the Consultant which are necessary to enable the Consultant to perform his duties pursuant to this Agreement. All such expenses must be supported by appropriate receipts.

Consultant Status

13. In performing his duties and responsibilities as Integrity Commissioner pursuant to this Agreement, it is recognized that the Consultant is independent of the Township's administration and shall report directly to the affected Council.
14. The Consultant acknowledges that he is an independent contractor and shall not be deemed an employee of the Township, for any purpose. The Consultant further acknowledges that, as an independent contractor, he will not be entitled to any

employment-related benefit, including such benefits that are applicable to employees of the Township.

15. In light of the Consultant's status as an independent contractor, the Township shall have no responsibility whatsoever with regard to any income taxes or any other remittances which may be payable by the Consultant on the fees paid under this Agreement. The Township assumes no obligation or liability as between the Parties to deduct or remit any statutory or government remittances.

Confidential Information

16. The Consultant acknowledges that the Township is an institution for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*. Accordingly, the Consultant undertakes not to disclose information subject to the *MFIPPA* except as may be necessary in the proper discharge of his duties and responsibilities pursuant to the terms of this Agreement and in accordance with the *MFIPPA*.

17. This Article shall survive the termination of this Agreement.

Delegation

18. In the event that more than one complaint is made at any time requiring more than one investigation or a conflict of interest arises, and the Consultant determines it to be necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a Member of Council, provided that the person to whom such a delegation is made possesses the requisite skills and abilities and agrees in writing to be governed by the same duties of confidentiality as the Consultant and to abide by the terms and conditions of this Agreement. The Consultant shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the Township.

Insurance

19. The Consultant shall, at its expense, obtain and keep in force during the term of this Agreement, Comprehensive General Liability Insurance satisfactory to the Township, including the following:

- a. Insurance shall be Issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate for any negligent acts or omissions by the vendor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal & advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.
- b. The Consultant shall also, at its expense, obtain and keep in force during the term of this Agreement errors and omissions insurance satisfactory to the Township in an amount of at least \$5,000,000.
- c. The Consultant is required to submit insurance documents listing all coverages and amounts as indicated, in a form satisfactory to the Township, upon the signing of the Agreement.

Indemnity

20. The Township hereby agrees to indemnify and save harmless the Consultant and his delegates from and against any and all liabilities, losses, expenses, costs (including legal costs), demands, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever arising out of the carrying out by the Consultant and his delegates in good faith of their duties and responsibilities under this Agreement including, but not limited to, any alleged breach of this

Agreement, any procedural defect or other breach of the relevant statutory provisions.

In the event of any dispute with respect to the payment of the invoices, or any other matter in dispute which cannot otherwise be resolved between the Consultant and the Township, the Consultant and the Township hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the Township and the Consultant agree to equally share the cost of the arbiter and any related expenses.

This Article shall survive termination of this Agreement.

General Provisions

21. This Agreement shall be governed by and construed exclusively in accordance with the laws of the province of Ontario.
22. If any provision of this Agreement is declared to be void or unenforceable, such provision shall be deemed to be separate from the remainder of this Agreement to the extent of the particular circumstances giving rise to such declaration, and such provision as it applies to other persons and circumstances and the remaining terms and conditions of this Agreement shall remain in full force and effect.
23. This Agreement, along with the attached Schedule(s), constitutes the entire agreement between the Parties and supersedes all previous negotiations, understandings and agreement, whether verbal or written, with respect to any matters referred to in this Agreement.
24. This Agreement shall ensure to the benefit of, and be binding on, the Parties and their successors and assigns.

[Signature page follows]

The Parties have executed this Agreement this _____ day of _____, 2022.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH
ALGONQUIN**

**CUNNINGHAM, SWAN,
CARRY, LITTLE AND BONHAM**

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Witness:

By: _____ By: _____
Name: _____ Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

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Schedule "A"
Statement of Duties & Responsibilities

The duties of the Integrity Commissioner shall be:

Education and Advice:

1. To provide advice, education, and training on the Council Code of Conduct to Members of Council and those to whom the Code applies, either collectively or individually, for Members of Council;
2. To provide advice, education, and training on the Code of Conduct for Local Boards (if applicable) to the Members of the Local Board and those to whom the Code applies, either collectively or individually, for Members of Local Boards;
3. To provide advice and opinions to Members of Council and those to whom the Code applies, either collectively or individually, with respect to the *Municipal Conflict of Interest Act*, the Code of Conduct and other procedures, rules and policies of the Township governing ethical behaviour;
4. To provide advice and opinions to the Chair, Members of Local Boards and those to whom the Code applies, either collectively or individually, with respect to the *Municipal Conflict of Interest Act*, the Code of Conduct and other procedures, rules and policies of the Township governing ethical behaviour;
5. To provide educational information to the Township and the public about the Township's Codes of Conduct for Members of Council and Members of Local Boards (if applicable), and about the *Municipal Conflict of Interest Act*;
6. To develop policies and procedures for the Office of the Integrity Commissioner, and to review these on an annual basis;
7. To review the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable) and any related policies and procedures, as required, and to make recommendations for any needed changes in respect thereof;
8. To assist with the creation of a Council-Staff Relations Policy; and
9. To assist in confirming the list of applicable local boards of the Township

Investigations:

10. In accordance with the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable), other applicable ethics-related policies, rules or procedures and the policies and procedures for conducting investigations, to engage in dispute resolution activities as deemed appropriate in advance of or as part of any investigation.
11. In conducting any investigations under this Agreement, to have regard to the importance of:
 - a. the investigator's independence and impartiality;
 - b. confidentiality with respect to the investigator's activities; and
 - c. the credibility of the investigator's investigative process;
12. To conduct investigations from time to time upon receipt of a request for investigation (a "Request") in respect of complaints and alleged breaches of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable), or other applicable ethics-related policies, rules or procedures and to provide recommendations based on the outcome of the investigation;
13. To proceed without undue delay and with due diligence to investigate a Request and to report to the Council of the affected Township within a reasonable period of time;
14. To conduct each investigation in private and to not disclose the identity of the complainant to any person/body unless written authorization to do so is obtained from the complainant;
15. To hear or obtain information from such persons as the Integrity Commissioner thinks fit and to make such inquiries as he/she thinks fit;
16. To provide an opportunity to the affected Township or any person that may be adversely affected by a proposed report of the Integrity Commissioner, the opportunity to make representations respecting such report or recommendation;
17. To preserve confidentiality and secrecy with respect to all matters that come to his or her knowledge in the course of performing duties hereunder, save and except disclosure of such matters as in the Integrity Commissioner's opinion ought to be disclosed in order to establish grounds for his/her conclusions and recommendations;
18. After making an investigation into an alleged breach of the Council Code of Conduct, the Integrity Commissioner shall render his/her opinion as to whether or not a member of Council has contravened the Council Code of Conduct and, if so, recommend to the Council of the affected Township any appropriate sanction(s) or remedial action(s);
19. After making an investigation into an alleged breach of the Code of Conduct for Local Boards (if applicable), the Integrity Commissioner shall render his/her opinion as to whether or not a member of Council has contravened the Council Code of Conduct

and, if so, recommend to the Local Board any appropriate sanction(s) or remedial action(s);

20. After making an investigation into an alleged breach of the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall render an opinion as to whether or not a Member of Council or a Member of a Local Board has contravened the *Act*, and if so whether any sanction or further action is recommended.

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