

**AGREEMENT RE: INTEGRITY COMMISSIONER**

**DATED:** March 1, 2019.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF LASALLE**

(hereinafter referred to as the "Municipality")

-and-

**ROBERT J. SWAYZE, BARRISTER & SOLICITOR**

(hereinafter referred to as the "Independent Contractor")

**WHEREAS:**

- (A) Section 223.3 as amended, of the *Municipal Act, 2001*, S.O. 2001, c.25 (the "Act"), authorizes a Municipality to appoint an Integrity Commissioner, hereinafter referred to as Integrity Commissioner, who reports to Council, to investigate in an independent manner the functions assigned by the municipality with respect to
  - a. the application of the code of conduct for members of council and the code of conduct for members of local boards or of either of them;
  - b. the application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards or of either of them; or
  - c. both of clauses (a) and (b).
- (B) The *Modernizing Ontario's Municipal Legislation Act, 2016* (Bill 68) was enacted and includes amendments to the *Municipal Act* and the *Municipal Conflict of Interest Act* coming into force on March 1, 2019;
- (C) In appointing an Integrity Commissioner and in assigning powers and duties to him/her, Municipality shall have regard to, among other things:
  - a. the investigators independence and impartiality;
  - b. confidentiality with respect to the investigator's activities;
  - c. the creditability of the investigator's investigative process;
- (D) the Municipality is satisfied that the Independent Contractor has the skills and ability to meet the foregoing criteria;

**NOW THEREFORE** the parties agree as follows:

1. Services - The Municipality hereby retains and appoints the Independent Contractor as an Integrity Commissioner for the purposes of Section 223.3 of the *Act* and the Integrity Commissioner agrees to provide such services for and at the request of the Municipality and accepts such appointment.
2. Duties - The duties of the Independent Contractor shall be:
  - (a) To provide written and oral advice to individual members of Council and to members of local boards about their own situation under the Code of Conduct and other procedures, rules and policies governing the ethical behaviour of members.
  - (b) To provide Council and its local boards with specific and general opinions and advice on the Town's procedures, rules and policies regulating the conduct of members and issues of compliance with such regulations.
  - (c) To conduct inquiries into a request made by Town Council, a member of Council, a local board, a member of a local board or a member of the public into whether a member of Council or a member of a local board has contravened any applicable code of conduct, procedures, rules and policies governing the ethical behaviour of members.
  - (d) To determine whether a member of Council or a member of a local board has violated any Town procedures, rules and policies governing ethical behaviour and report any violation with any recommendation for sanction to Council.
  - (e) To provide an annual report to Council on issues addressed, including examples in general terms of advice rendered and complaints received and disposed of.
  - (f) To provide, as requested, outreach programs to Council and local boards on issues of ethics and integrity.
  - (g) To provide, as required, recommended policies and procedures to govern the ethical behaviour of Members of Council and local boards.

In performing such duties, the Integrity Commissioner shall have the powers set out in Subsection 223.4 of the Act.

3. Fees

- (a) An hourly rate of \$280.00 and no retainer fee will be charged. Each invoice will include detailed docket sheets setting out the services performed. There will be no charge for faxes, minor printing or long distance telephone calls. Clerical services will not be charged. Mileage will be charged at \$.52 per km or at the approved rate. Legal researchers, if approved, and process servers for service of documents will be charged with no markup. Large printing jobs will be done by the municipality and if that is not possible a print shop will perform the task and these costs will be disbursed without markup.
- (b) Most services, including investigations will be performed from the office of the Independent Contractor and trips to Essex County will be minimal. If a request is made or if it is necessary to attend a meeting in Essex County, travel expenses will include airfare and a rental car with an estimated total cost of \$600.00. If overnight stay is required, expenses will include the cost of the accommodations, and there will be no charge for travel time.
- (c) The Independent Contractor further covenants and agrees to provide detailed dockets of his time spent and to identify each matter separately. The Independent Contractor shall invoice the Municipality quarterly or as otherwise required by the Clerk.

4. Term -

The term of this Agreement (the "Term") is for two (2) years commencing on March 1, 2019 and ending on February 28th 2021. This agreement may be terminated by either party on thirty (30) days' notice to the other provided that if the Independent Contractor has commenced an investigation he/she will be allowed to complete such investigation and report to Council if required. Any such termination by the Municipality shall be accomplished by resolution of Council.

5. Taxes-

All amounts payable to the Independent Contractor shall be paid without deduction. The Independent Contractor shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker's Compensation (if elected to enrol), pension with respect to any amounts paid to the Independent Contractor. The Municipality assumes no obligation or liability as between the parties to

this Agreement to deduct or remit any statutory or government remittances.

6. Independent Contractor - The Independent Contractor is a contractor independent of the Municipality. Nothing herein shall be interpreted to create a relationship of employer/employee, partnership, franchise, agency or joint venture or other like arrangement.
7. Delegation - In the event the Independent Contractor 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 delegation is made agrees in writing to be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of the Independent Contractor. Invoices shall be rendered by the Independent Contractor including the cost of such delegation without mark up and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any his delegates.
8. Binding - This Agreement shall ensure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.
9. Indemnification - The Municipality agrees to indemnify and save harmless the Independent Contractor, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the Independent Contractor's provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions.
10. Entire Agreement - This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this agreement.

IN WITNESS WHEREOF each of the parties hereto have set their hand and seal  
as of this 1st day of March, 2019

**THE CORPORATION OF THE TOWN OF LASALLE**

**Per:** \_\_\_\_\_  
**Mayor**

**Per:** \_\_\_\_\_  
**Clerk**

We have authority to bind the Corporation.

The Independent Contractor hereby accepts and agrees to the terms and  
conditions herein contained.

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**Robert J. Swayze, Barrister & Solicitor**