

**THE CORPORATION OF THE
MUNICIPALITY OF TEMAGAMI**

BY-LAW NO. 19-1448

Being a By-law to appoint an Integrity Commissioner

WHEREAS Municipal Act, 2001, C. 25, Section 223.3 (1) authorizes a municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing, 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 either of them;
- b) The application of any procedures, rules, and policies of the municipality and local boards governing the ethical behavior of Members of council and of Local Boards or either of them;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami enacts as follows:

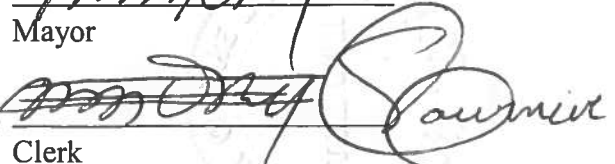
1. THAT Expertise for Municipalities (E4m) be appointed and act as Integrity Commissioner for the Municipality of Temagami;
2. THAT this appointment shall be subject to the executed Letter of Engagement attached as Appendix "A" of this By-Law;
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-Law and schedule, after the passage of this By-Law, where such modifications or corrections do not alter the intent of the By-Law.

READ A FIRST time this 28th day of February, 2019.

READ A SECOND AND THIRD time and finally passed this 28th day of February, 2019.



Mayor



Clerk

Expertise for Municipalities

Peggy Young-Lovelace

Partner

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The Corporation of the Municipality of Temagami
P.O. Box 220
Temagami, ON P0H 2H0

Via Email – craig.d@temagami.ca

Attention: Mr. Craig Davidson, Treasurer-Administrator

February 20, 2019

Dear Mr. Davidson:

RE: LETTER OF ENGAGEMENT – Integrity Commissioner

The following outlines the considerations pursuant to our appointment as Integrity Commissioner for the Township of Temagami:

1. Undertaking

The Municipality of Temagami is contracting the services of Expertise for Municipalities; hereinafter referred to as E⁴m, as Integrity Commissioner as set out in Section 223.3(1) of the *Municipal Act, 2001, R.S.O. 1990*; hereinafter referred to as the "Act".

As Integrity Commissioner for the Municipality of Temagami, E⁴m shall carry out the roles and responsibilities of the Office as outlined in the "Act", (as amended) and By-Law 19-1448 of the Municipality of Temagami.

2. Fees and Payments¹

Fees will be based on time spent in connection with carrying out the duties and responsibilities of the Office of Integrity Commissioner as outlined in the "Act" and By-Law 19-1448 of the Municipality of Temagami.

Investigations will be conducted at a rate of \$125 per hour for the term of this appointment. While it is likely that most investigations can be conducted remotely, if attendance in the Municipality of Temagami is a necessity of any investigation, all travel and accommodations would be in addition to the hourly fee. Travel time in excess of three (3) hours would be charged at a rate of \$50 per hour, again for the term of this agreement.

Written advice will be provided at a rate of \$100 per hour, for the term of this agreement. It is our opinion that providing written advice, for the most part can be provided remotely so there would be no additional travel or accommodation cost.

¹ All rates are subject to HST if applicable.

Educational sessions conducted in a workshop setting for Council or Local Board orientation or similar purposes will be invoiced at a cost of \$1,000 per day plus travel, accommodation and other costs, for the term of this agreement. These workshops would be limited to one E⁴m presenter. Additional presenters can be added for an additional cost which would be negotiated on an as needed basis.

Every effort will be taken to keep disbursements to a minimum using technology when appropriate. Disbursements incurred in connection with providing advice, any investigation or workshop include; postage, deliveries, travel expenses, photocopying and other reasonable expenses and office charges.

Accommodation costs will be on expenses incurred and mileage will be billed at a rate equivalent to the Treasury Board of Canada; adjusted annually or as adjusted by the Treasury Board. The current rate is 55.5 cents per kilometre.

In the event our participation is required in any legal proceeding; our hourly investigative rate of \$125 per hour for the term of this agreement will apply for preparation and participation. Should such a circumstance arise a new Letter of Engagement will be necessary.

An invoice will be delivered by email to the attention of the Treasurer/Administrator or designate on the first of every month for work carried out during the previous month and immediately after the completion of any final report; as necessary.

E⁴m reserves the right to increase investigative, advisory and workshop rates annually to keep pace with the Consumer Price Index (CPI) for Ontario. Any and all changes will be communicated in writing to the Treasurer/Administrator or designate at the time of change.

3. Product

Documents, workshop presentations, voice recordings, handwritten notes and any draft reports are the property of E⁴m and will be retained as part of our file.

Any work product that is not considered confidential, may not be reproduced without prior permission.

4. Confidentiality

In keeping with Section 223.5 of the "Act", as amended, any work as well as any and all information obtained during the course of any investigation will be kept strictly confidential and not disclosed except as may be required by law.

5. Indemnity

E⁴m can confirm that that it currently carries Professional Liability Insurance covering all work and services in the amount of \$2 million (\$2,000,000) and shall continue to carry this amount for twelve months following the completion of all work.

As of March 1, 2019, Section 223.3 (6) of the “Act” provides:

A municipality shall indemnify and save harmless the Commissioner or any person acting under the instructions of that officer for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority under this Part or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority.

As of March 1, 2019, the Municipality of Temagami agrees to indemnify E⁴m, as required under the “Act”, against any and all claims, demands, suits or other proceedings for costs, damages, losses, liabilities, and expenses including reasonable legal fees that may be incurred in defending any claims that may be made against E⁴m by a third party arising out of this agreement or any of the duties of the Office of Integrity Commissioner except where costs, damages, liabilities and expenses result directly from negligent, dishonest or fraudulent acts committed by E⁴m in the course of any undertaking.

6. Termination of Services

This Letter of Engagement shall be for a term of three (3) years from the date of signing by both parties.

Either party may terminate this agreement in writing at any time, with such notice being provided ninety (90) days in advance of the actual termination date. Should events arise prohibiting E⁴m from carrying out our obligations under this agreement, in keeping with professional standards, E⁴m reserves the right to terminate our services at any time with the same ninety (90) day notification.

If the Municipality of Temagami terminates our services, or if services are withdrawn, fees up to the termination date will be invoiced and owing.

7. Reporting

All reporting will be conducted in keeping with the applicable sections of the “Act” and By-Law 19-1448 of the Municipality of Temagami.

Progress reporting for any responsibility of the Office of Integrity Commissioner will be done on a bi-weekly basis or as otherwise arranged. Such reporting will be limited to details as to what has transpired and not judgements as to the merit of the allegation, nor identity of witnesses or witness statements/information (in the case of an investigation). Should you have questions or pertinent information respecting any investigation please bring these matters to my attention as soon as possible.

I look forward to working with you and the Municipality of Temagami.

Respectfully,



Peggy Young-Lovelace
Partner

On behalf of the Municipality of Temagami, I agree to the terms of the letter of engagement and by signing below confirm that I am authorized to accept said terms.

Signature
I have authority to bind the Corporation

Date

Title

Signature
I have authority to bind the Corporation

Date

Title