

**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN
BY – LAW 2017-14**

**A bylaw to authorize the execution of an agreement
To Appoint Michelle Loach as Integrity Commissioner**

Whereas the Municipal Act, 2001, c.25 s5(1) provides that the powers of a municipal corporation are to be exercised by its Council;

And Whereas the Municipal Act, 2001, c.25 s5(3) provides that the powers of every council are to be exercised by bylaw;

And Whereas the Municipal Act, 2001 c.25 s 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 application of the Code of Conduct for Members of Council, their Boards and Committees;

And Whereas at its meeting on March 25th, 2010, Council of the Township of Matachewan adopted the 'Code of Conduct – Council, Boards and Committees' policy, attached as Schedule 'B';

And Whereas applications were called for the position of Integrity Commissioner;

And Whereas Council of the Township of Matachewan desires to establish and appoint the position of Integrity Commissioner;

Now Therefore be it resolved that the Council of the Corporation of the Township of Matachewan enacts as follow:

1. That the position of Integrity Officer is hereby established.
2. That Council authorizes the execution of an agreement appointing Michelle Loach as the Integrity Commissioner effective October 26th, 2017 attached as Schedule 'A';
3. That the general responsibilities of the Integrity Commissioner as approved by council and outlined in Schedule 'B', the 'Code of Conduct' policy, Section "D" Part 4, and forming part of this bylaw;
4. That this bylaw comes into force on the day of its passing.

READ a first and second and third time, and finally enacted and passed in open Council this 26th day of October, 2017. Signed, sealed and numbered 2017-14.


Mayor


CAO-Clerk-Treasurer



**THIS AGREEMENT Re: Integrity Commissioner
Made This 26th day of October, 2017
Between
The Corporation of the Township of Matachewan
(The "Municipality")
AND
Michelle Loach
(The "Consultant")**

WHEREAS Section 223.2 of the Municipal Act, 2001, as amended (the "Act"), authorizes the municipality to establish a code of conduct for members of the council of the municipality and of local boards of the municipality;

AND WHEREAS Section 223.3 of the Act, authorizes the 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 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);

AND WHEREAS the Municipality deems it desirable that all requests for an investigation be undertaken in the public interest by an appointed independent and impartial investigator (the "Integrity Commissioner");

AND WHEREAS the Municipality is satisfied that the Consultant has the skills and ability to meet the foregoing criteria and deems it desirable to appoint the Consultant as the Integrity Commissioner to provide the services of "Integrity Commissioner for the Township of Matachewan", in accordance with Section 223 of the Municipal Act, and to investigate requests received by the Municipality pursuant to the Municipal Act respecting an alleged contravention of the municipality's Code of Conduct;

AND WHEREAS the Consultant wishes to provide services to the Municipality, and is interested in acting as the Integrity Commissioner for the Municipality on the terms and conditions set out in this Agreement;

NOW THEREFORE the parties hereby agree as follows:

1. **Term** – The term of this agreement is for the period commencing October 26th, 2017 (the "commencement date") and ending on December 31, 2018 unless subject to prior early termination by either of the parties hereto and/or as otherwise renewed or extended by agreement of the parties.
2. **Services** – The Municipality hereby retains and appoints The Consultant as Integrity Commissioner for the purposes of Sections 223.3 through 223.8 of the Municipal Act and The Consultant accepts such appointment and agrees to provide such services as are reflected in the Municipal Act and as requested by the municipality, at all times in accordance with and to the standards as set forth in the Municipal Act.
3. **Duties** – As Integrity Commissioner, The Consultant shall perform the duties and have the powers provided for in the Act, including but not limited to the following:
 - a. *Advisory*: upon proper request, provide written and/or verbal advice to individual members of Council respecting the application of the Code of Conduct and/or any other procedures, rules, and policies relating to and reflecting upon their ethical behavior; and furthermore and when appropriate, providing the full Council with specific and general opinions and advice respecting compliance by elected officials in respect of the provisions of governing statutes the Code of Conduct and any other applicable procedures, rules, and policies.

- b. *Compliance: Investigation/Determinations:* upon proper request from a member of Council or local board, municipal administration or one or more members of the public, to conduct an inquiry and make a determination as to any alleged contravention of the Code of Conduct or applicable procedures, rules, and policies by a member of Council or local board and, thereafter, to report the details and results of such inquiry to municipal Council.
- c. *Educational:* provide the Chief Administrative Officer or as directed with an annual report of activities during the previous calendar year as Integrity Commissioner, including but not necessarily limited to advice given to Council or individual members of Council and a summary of inquiry results and determinations; furthermore, provide outreach programs to members of Council and local boards and relevant staff on legislation, protocols, and office procedures emphasizing the importance of compliance with a Code of Conduct for public confidence in Municipal Government.

Notwithstanding that set forth above, the parties acknowledge and agree that the function of the Integrity Commissioner is to provide advice and opinion to Council and members thereof, to provide independent complaint prevention, investigation, adjudication, and resolution to members of Council and the public, and education respecting adherence with the Code of Conduct for members of Council and other procedures, rules, and policies governing ethical behavior.

4. Fees

The Municipality agrees to pay fees and expenses of the Consultant for the Services plus applicable taxes (the "Fees"):

- a. Retainer fee of \$500 for the first year and \$300 for subsequent years;
- b. For all services including reports, advice, inquiries, compliance, etc. an hourly rate - \$50.00;

Expenses

Upon presentation of receipts, The Consultant will be entitled to reimbursement of expenses incurred in relation to performance of duties contemplated by this agreement, including but not limited to food and hotel costs, car rental, railway transportation, and/or fuel charges, all at the respective municipal rates then in affect.

Legal Advice/Fees

The parties agree that, when necessary, The Consultant may arrange for and receive legal assistance and advice to properly perform the duties contemplated by this agreement. The parties agree that, as a direct cost and not as a reimbursable expense, The Municipality shall pay the cost of such legal assistance and advice.

- 5. Independent Contractor – Notwithstanding the appointment as a statutory officer, the parties agree and acknowledge that The Consultant is a contractor independent of The Municipality. Nothing within this agreement shall be interpreted to render or create a relationship of employer/employee, partnership, franchise, agency, joint venture or other like arrangement as between The Consultant and The Municipality.
- 6. Statutory Officer – For purposes of the agreement and solely for the purpose of arranging for errors and omission insurance, the Integrity Commissioner shall be deemed to hold the status of "Statutory Officer" under the Municipal Act.
- 7. Indemnification – The Municipality agrees to indemnify and save harmless The Consultant, his 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 provision of services and carrying out of duties as contemplated hereunder, including but not necessary limited to any alleged breach of this agreement, any procedural defect, or any breach of relevant statutory provisions.

8. Early Termination – The within agreement may be terminated by either party at the end of any calendar year by delivery of a written notice of such early termination delivered on or before December 1st of any such calendar year during the term of this agreement.
9. Notice – Any notice required pursuant to this agreement shall be delivered to the respective parties hereto at the following addresses:

For The Township of Matachewan:
 c/o Anne Kmyta
 PO Box 177
 283 Moyneur Avenue
 Matachewan, Ontario
 P0K 1M0

For Michelle Loach:
 221 – 576 McCamus Avenue
 New Liskeard, ON
 P0J 1P0

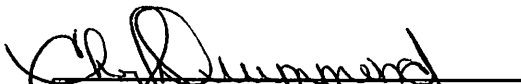
Any written notice between the parties hereto which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have been received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

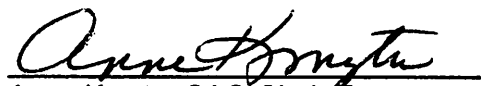
10. Severability – All paragraphs, terms, and conditions of this agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term, or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.
11. Complete Agreement – This agreement, including any schedule hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this agreement.
12. Enurement – This agreement shall enure to the benefit of and is binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties are to have caused the agreement to be signed and sealed and/or executed by their respective officers which are duly authorized as of the date first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

MUNICIPALITY OF THE TOWNSHIP OF MATACHEWAN


 Cheryl Drummond, Mayor


 Anne Kmyta, CAO-Clerk/Treasurer
 We have authority to bind the Company

Michelle Loach:

Witness to signature of Michelle Loach:

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And Whereas at its meeting on ~~July 19, 2016~~ ^{March 25, 2017} Council of the Township of Matachewan adopted the 'Code of Conduct – Council, Boards and Committees' policy, attached as Schedule 'B';

And Whereas applications were called for the position of Integrity Commissioner;

And Whereas Council of the Township of Matachewan desires to establish and appoint the position of Integrity Commissioner;

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