

THE CORPORATION OF THE TOWNSHIP OF PELEE

BY-LAW: 2019-08

"APPOINTMENT OF INTEGRITY COMMISSIONER"

(February 25, 2019)

A by-law to appoint an integrity commissioner

WHEREAS the Municipal Act 2001, as amended, states that the powers of a municipal corporation are to be exercised by by-law;

WHEREAS the Municipal Act 2001, as amended by Bill 68, authorizes municipalities to appoint an Integrity Commissioner;

AND WHEREAS the Council of The Corporation of the Township of Pelee wishes to appoint an Integrity Commissioner;

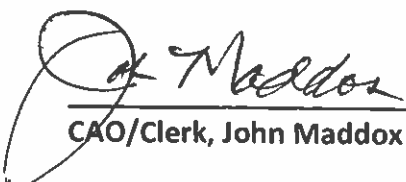
NOW THEREFORE the Council of The Corporation of the Township of Pelee does hereby enact as follows:

1. That, subject to execution of the attached "Schedule A" Agreement dated February 25, 2019, the Agreement term is for a period of 1 year expiring on February 29, 2020; and further
2. That the annual retainer is paid in the amount of \$250, and is that the retainer fee is non-refundable even if there is early termination of the appointment by either party;
3. That this by-law shall be cited as the "Appointment of Integrity Commissioner By-law" (February 25, 2019)
4. That this by-law shall come into force and take effect on the date of passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 25th day of February, 2019.



MAYOR, Raymond Durocher



CAO/Clerk, John Maddox

SCHEDULE "A"

By-Law 2019-08

AGREEMENT FOR MUNICIPAL INTEGRITY COMMISSIONER

THIS AGREEMENT made as of the 25th day of February, 2019.

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF PELEE

(Hereinafter referred to as "Township")

OF THE FIRST PART

AND:

KORAB LAW (LISA KORAB, Principal)

(Hereinafter referred to as the "Korab Law")

OF THE SECOND PART

WHEREAS:

- 1) Section 223.3 through 223.6 of the Municipal Act, 2011, S.O. 2011, c.25 (the "Act") contemplates and authorizes a municipality to appoint an Integrity Commissioner to, among other things, provide advice and guidance to members of Council and local boards as to the application of any Code of Conduct and municipal procedures, rules, and policies relating to their ethical behavior, and, furthermore, to making inquiry into requests as to alleged contraventions of any such Code of Conduct by a member of Council or board and to report the results of such inquiry to the Town;
- 2) Effective March 1, 2019, amendments to Section 223.3 of the Act shall also require the Integrity Commissioner to be responsible for any or all of the following for the Town:
 - i. the application of the Code of Conduct for Members of Council and the Code of Conduct for members of local boards
 - ii. the application of any procedures, rules and policies of the Corporation and its local boards governing the ethical behavior of Members of Council and of local boards;
 - iii. the application of Sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act (Ontario), as amended, to Members of Council and of local boards;
 - iv. requests for Members of Council and of local boards for advice respecting their obligations under the Code of Conduct applicable to the Member;
 - v. requests for Members of Council and of local boards for advice respecting their obligations under a procedure, rule or policy of the Town or of the local board, as the case may be, governing the ethical behavior of Members;

- vi. requests for Members of Council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act (Ontario), as amended;
 - vii. the provision of educational information to Members of Council, members of local boards, the Township and the public about the Township's Code of Conduct for Members of Council and members of local boards and about the Municipal Conflict of Interest Act (Ontario), as amended.
- 3) In appointing an Integrity Commissioner and in assigning powers and duties to him or her, the Township is to have regard to, among other things:
- i. the independence and impartiality of the said Commissioner;
 - ii. confidentiality in respect of the activities of the Integrity Commissioner;
 - iii. the credibility required to be attributed to the role of the Integrity Commissioner; and
- The Township is satisfied that Korab Law has the skills and ability to meet the foregoing criteria.

NOW THEREFORE, in consideration of the retainer payment in the sum of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) by the Township, the sufficiency and receipt of which consideration is hereby acknowledged, the parties hereto agree as follows:

- 1) Term – The term of this agreement is for the period of 12 consecutive months commencing March 1, 2019 (the "commencement date") and ending on February 29, 2020 unless subject to prior early termination by either of the parties hereto and/or as otherwise renewed or extended by agreement of the parties. Notwithstanding the above, the Township or Korab Law shall have the right to terminate this Agreement by providing the other party with a minimum of thirty (30) days written notice of termination.
- 2) Services – the Township hereby retains and appoints Korab Law as Integrity Commissioner for the purposes of Sections 223.3 through 223.6 of the Act, as amended, and Korab Law accepts such appointment and agrees to provide such services as are reflected in the Act and as requested by the Township, at all times in accordance with and to the standards as set forth in the Act. Korab Law confirms that such services will be rendered by Lisa Korab, save and except as otherwise delegated in accordance with this agreement, which delegation must be done with the consent of the Township.
- 3) Duties – As Integrity Commissioner, Korab 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, including but not limited to general interpretation of the Municipal Conflict of Interest Act (Ontario), as amended; 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 Clerk 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; and, furthermore, dissemination of information available to the public on the website operated by the Township.
- d. Korab Law shall fulfill the following additional duties in accordance with Bill 68 amendments:
 - i. the application of the Code of Conduct for Members of Council and the Code of Conduct for members of local boards;
 - ii. the application of any procedures, rules and policies of the Corporation and its local boards governing the ethical behavior of Members of Council and of local boards;
 - iii. the application of Sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act (Ontario), as amended, to Members of Council and of local boards;
 - iv. requests for Members of Council and of local boards for advice respecting their obligations under the Code of Conduct applicable to the Member;
 - v. requests for Members of Council and of local boards for advice respecting their obligations under a procedure, rule or policy of the Township or of the local board, as the case may be, governing the ethical behavior of Members;
 - vi. requests for Members of Council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act (Ontario), as amended;
 - vii. the provision of educational information to Members of Council, members of local boards, the Township and the public about the Township's Code of Conduct for Members of Council and members of local boards and about the Municipal Conflict of Interest Act (Ontario), as amended.

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.

The parties hereto also acknowledge and agree Korab Law, as Integrity Commissioner, will perform services, and in particular those services relating to advisory and educational duties, in a manner so as to avoid duplicated advice, opinion, and cost in respect of identical requests and inquiries – for example, the Integrity Commissioner shall decline to provide individualized advice and opinion to more than one member of Council or a local board on identical issues but should choose to provide general advice to Council or such local board as a whole to answer all such inquiries.

4) Fees

- a. Hourly Rate – Korab Law will be paid a fee of TWO HUNDRED SEVENTY FIVE DOLLARS PER HOUR (\$275.00/hour), plus applicable taxes, for time devoted to services as Integrity Commissioner for the Township; provided that Korab Law will charge such hourly rate only for time actively devoted to the duties described in Section 3 above. For purposes of clarity, Korab Law shall not charge the Township for travel time.
 - b. Expenses – Upon presentation of receipts, Korab Law 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 Township rates then in affect.
 - c. Legal Advice/Fees – The parties agree that, when necessary, Korab Law 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 Township shall pay the cost of such legal assistance and advice.
 - d. Invoicing – Korab Law agrees the hourly fees and related expenses for which reimbursement will be sought and as referred to above shall be charged and invoiced to the Township.
 - e. Payment without deduction – The parties hereto agree that invoices rendered by Korab Law and payments by the Township shall be without deduction, specifically for any contributions imposed or required by law for employment insurance, health costs, social insurance, income tax, workers compensation, or mandatory pension. The Township assumes no obligation or liability as between the parties hereto to deduct or remit any statutory or government remittances.
- 5) Delegation – In the event that more than one request or complaint is made at any one time and requiring the rendering of more than one service, including more than one investigation, Korab Law may determine it necessary to delegate some or all of the powers and duties reflected above and Korab Law is authorized to arrange for and effect such delegation in writing; provided that such delegation shall not be made to a member of Council and provided further that the person, body, or agency to whom such delegation is made agrees in writing to be governed by

the terms of this agreement and the Township consents to the delegation. The person, body, or agency to whom such delegation shall be made shall be under the supervision and direction of Korab Law. The aforementioned delegation shall not result in any increased expense to the Township. Korab Law shall prepare and render an invoice to the Township which accounts for the costs of the delegatee and Korab Law shall be responsible for the fees and disbursements of such delegatee.

- 6) Independent Contractor – Notwithstanding the appointment as a statutory officer, the parties agree and acknowledge that Korab Law is a contractor independent of the Township. 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 Korab Law and the Township.
- 7) 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.
- 8) Indemnification – The Municipality agrees to indemnify and save harmless Korab Law, 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 Korab Law’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
- 9) Notice – Any notice required pursuant to this agreement shall be delivered to the respective parties hereto at the following addresses:

For the Township – The Corporation of the Township of Pelee, 1045 West Shore Road, Pelee Island, ON NOR 1M0

For Korab Law – Korab Law, 135 Ambleside Drive, London, ON N6G 4P8

Any written notice between the parties hereto which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have 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.

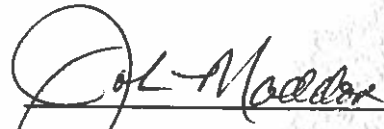
IN WITNESS WHEREOF the parties are to have caused the agreement to be signed and sealed and/or executed by their respective officers which are duly authorized as of the date first written above.

SIGNED, SEALED AND DELIVERED OF IN THE PRESENCE OF:

THE CORPORATION OF THE TOWNSHIP OF PEELE



MAYOR, Raymond Durocher



CAO/Clerk, John Maddox

We have authority to bind the Corporation.



Lisa Korab, operating as Korab Law