

Schedule "A" to By-Law #49-2016

This Agreement made in duplicate on the day of , 2016

Between:

The Corporation of the Municipality of South Huron

(hereinafter referred to as the "Municipality")

Of the first part

– and –

Lisa Korab of the law firm Korab Law

(hereinafter referred to as the "IC")

Of the second part

Whereas:

- (A) Section 223.3 through 223.6 of the *Municipal Act, 2001*, S.O. 2001, c.25 (as amended) ["the Act"] 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 municipality;
- (B) In appointing an Integrity Commissioner and in assigning powers and duties to him or her, a municipality 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
- (C) South Huron is satisfied that the IC has the skills and ability to meet the foregoing criteria.

Now therefore, in consideration of the payment of the sum of one dollar (\$1.00) by each party to the other and the covenants and hereinafter set forth, 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 two (2) years commencing July 18, 2016 and ending on July 18, 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

South Huron hereby retains and appoints the IC as Integrity Commissioner for the purposes of Sections 223.3 through 223.6 of the Act and the IC accepts such appointment and agrees to provide such services as are reflected in the Act and as requested by the municipality, at all times in accordance with and to the standards as set forth in the Act. The IC confirms that such services will be rendered by Lisa Korab, save and accept as otherwise delegated in accordance with this agreement.

3. Duties

The IC shall perform the duties and have the powers provided for in the Act, including but not limited to the following:

(1) *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*, R.S.O. 1990, c.M.50 [MCIA]; 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.

(2) *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.

(3) *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; and, furthermore, dissemination of information available to the public on the website operated by South Huron.

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 that the IC 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 IC 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. In addition, it is recognized that the IC will likely receive requests for advice on matters involving compliance with the *MCIA* – while the IC may provide general interpretation of the *MCIA*, it is expected that individual members of Council or local boards will seek independent legal advice on a specific question of individual compliance with such legislation.

The IC is required to carry out a full, confidential investigation of the allegations that provides the member of Council with the opportunity to know and respond to the allegations, as per the investigation procedure set out in the Corporation's Code of Conduct. Without limiting the scope of the investigation the IC shall:

- (i) Interview the individuals who have made the allegations which are the subject matter of the investigation and obtain all further relevant information;
- (ii) Interview such other persons identified by the individuals who have made the allegations and such other individuals, who may have information relevant to same;
- (iii) Meet with the member of Council whose conduct is being investigated and provide the member with full particulars of the allegations and with an opportunity to respond to same either orally or in writing, at the option of the member of Council;
- (iv) Meet with and interview any individuals identified by the member of Council or such other individuals who may have information relevant to the allegations;

- (v) Where considered appropriate, conduct such further follow-up meetings or interviews as may be required as a result of the investigation procedures outlined above.

The Affidavit expected to be completed in all instances where a Member of Council or local board, an employee of South Huron or a member of the public has reasonable grounds to believe that a Member of Council has breached the Code of Conduct is included in the Corporation's Code of Conduct.

4. Fees

The annual retainer, hourly rate, expenses and details regarding invoicing and payment without deduction shall be set out in Appendix 1, attached hereto and forming an integral part of this Agreement.

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, the IC may determine it necessary to delegate some or all of the powers and duties reflected above and the IC 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. The person, body, or agency to whom such delegation shall be made shall be under the supervision and direction of the IC. The aforementioned delegation shall not result in any increased expense to South Huron. The IC shall prepare and render an invoice to South Huron which accounts for the costs of the delegate and the IC shall be responsible for the fees and disbursements of such delegate.

6. Independent Contractor

Notwithstanding the appointment as a statutory officer, the parties agree and acknowledge that the IC is a contractor independent of South Huron. 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 IC and South Huron.

7. Statutory Officer

For purposes of the agreement and solely for the purpose of arranging for errors and omission insurance, the IC shall be deemed to hold the status of "Statutory Officer" under the Act.

8. Indemnification

South Huron agrees to indemnify and save harmless the IC, 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 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.

9. 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.

10. Notice

Any notice required pursuant to this agreement shall be delivered to the respective parties hereto at the following addresses:

For South Huron – Municipality of South Huron
322 Main Street South,
P.O. Box 759
Exeter, ON N0M 1S6

For the IC – Korab Law
135 Ambleside Drive
London, Ontario N6G 4P8
Attention: Lisa Korab

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 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.

11. 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.

12. 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.

13. 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.

The Corporation of the Municipality of South Huron

Maureen Cole, Mayor

Genevieve Scharback, Clerk

We have authority to bind the Corporation.

Signed, Sealed and Delivered)

in the presence of)

)

) Lisa Korab, Korab Law
Integrity Commissioner

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Appendix 1 to Agreement

Fees**

Initial retainer fee in the amount of \$500.00.

ANNUAL* SERVICES UTILIZED	HOURLY RATE (plus HST)	FEES BILLED
Less than 20 hours billed	\$250.00	Up to 20 hours yearly (i.e. up to \$5,000.00)
Between 20 to 40 hours billed	\$200.00	If more than 20 hours of services are billed in a yearly period, there will be a 20% discount of the hourly fee for hours billed in excess of 20 hours up to 40 hours. <i>Example: if 28 hours total, fee would be 20 X \$250 plus 8 X \$200</i>
Time billed in excess of 40 hours	\$187.50	Any time billed in excess of 40 hours annually will be billed at the rate of \$187.50 per hour (a 25% discount). <i>Example: if 50 hours total, fee would be 20 X \$250 plus 20 X \$200 plus 10 X \$187.50</i>

*annual services tracked in a calendar year from January 1st to December 31st

Payment without deduction – The parties hereto agree that invoices rendered by the IC and payment by South Huron shall be without deduction, specifically for and contributions imposed or required by law for employment insurance, health costs, social insurance, income tax, workers compensation, or mandatory pension. South Huron assumes no obligation or liability as between the parties hereto to deduct or remit any statutory or government remittances.

** Travel time will not be billable however the Municipality will be charged for travel expenses or mileage at the current allowable CRA rate as a disbursement