

**CORPORATION OF THE TOWNSHIP OF PRINCE**

**BY-LAW NO. 2018-12**

Being a by-law to authorize execution by the Mayor and Clerk of an agreement between Essentials for Municipalities (E4M) and the Corporation of the Township of Prince regarding Integrity Commissioner services.

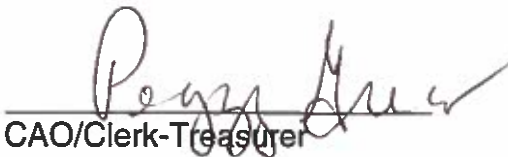
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE HEREBY ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to execute and affix the Corporate Seal to an Agreement between Essentials for Municipalities (E4M) and the Corporation of the Township of Prince, which Agreement is attached hereto as Schedule "A".
2. SCHEDULE "A"

Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 10<sup>th</sup> day of April, 2018.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
CAO/Clerk-Treasurer



## Corporation of the Township of Prince

3042 Second Line West  
Prince Township, Ontario P6A 6K4

Phone 705-779-2992

Fax 705-779-2725

Mayor Ken Lamming

CAO/Clerk-Treasurer Peggy Greco

April 10, 2018

### **LETTER OF ENGAGEMENT – Integrity Commissioner**

The following outlines the considerations pursuant to our appointment as Integrity Commissioner for the United Townships of Head, Clara & Maria:

#### **1. Undertaking**

The Township of Prince is contracting the services of Expertise for Municipalities; hereinafter referred to as E<sup>4</sup>m, 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 Township of Prince, E<sup>4</sup>m shall carry out the roles and responsibilities of the Office as outlined in the “Act”, (as amended) and Bylaw 2018-11 of the Township of Prince

#### **2. Fees and Payments<sup>1</sup>**

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 Bylaw 2018-11 of the Township of Prince.

Investigations will be conducted at a rate of \$125 per hour. While it is likely that most investigations can be conducted remotely, if attendance in Prince 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.

Written advice will be provided at a rate of \$100 per hour. 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.

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. These workshops would be limited to one E<sup>4</sup>m 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.

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<sup>1</sup> All rates are subject to HST if applicable.

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Mayor Ken Lamming

CAO/Clerk-Treasurer Peggy Greco

In the event our participation is required in any legal proceeding; our hourly investigative rate (\$125 per hour) 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 Chief Administrative Officer 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.

E<sup>4</sup>m 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 Chief Administrative Officer or designate at the time of change.

### **3. Product**

Documents, workshop presentations, voice recordings, handwritten notes and any draft reports are the property of E<sup>4</sup>m 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**

E<sup>4</sup>m 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 Township of Prince agrees to indemnify E<sup>4</sup>m, 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 E<sup>4</sup>m by a third party arising out of this agreement or any of the duties of the Office of Integrity



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Commissioner except where costs, damages, liabilities and expenses result directly from negligent, dishonest or fraudulent acts committed by E<sup>4</sup>m in the course of any undertaking.

## 6. Termination of Services

Written notice is required to terminate services by either party. Should events arise prohibiting E<sup>4</sup>m from carrying out our obligations under this agreement, in keeping with professional standards, E<sup>4</sup>m reserves the right to terminate our services.

If the Township of Prince 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 Bylaw 2018-11 of the Township of Prince.

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.

On behalf of the Township of Prince, 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

Mayor, Ken Lamming

Title

  
Signature

I have authority to bind the Corporation

CAO/Clerk-Treasurer, Peggy Greco

Title

April 10/2018  
Date

April 10/2018  
Date