



THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW 2026-09

AGREEMENT: A by-law to authorize the execution of the Amending Agreement between the Township of Prince and Ironside Consulting Services Inc. to provide Integrity Commissioner Services for the Township of Prince.

THE COUNCIL of The Corporation of the Township of Prince, pursuant to section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, ENACTS as follows:

1. That Bylaw 2019-10 is hereby repealed and Bylaw 2023-12 is hereby replaced in its entirety.

2. EXECUTION OF DOCUMENT

The Mayor and Interim Clerk are hereby authorized for and in the name of the Corporation to execute and affix the seal of the Corporation to the Amending Agreement dated February 10, 2026, between the Township and Ironside Consulting Services Inc., a copy of which is attached as Schedule "A" hereto. This Agreement is to provide Integrity Commissioner Services for the Township of Prince.

SCHEDULE "A" and "Schedule "B"

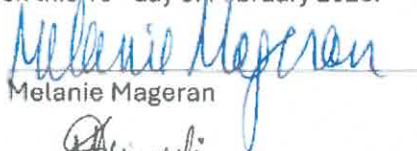
Schedule "A" and Schedule "B" form part of this by-law.

EFFECTIVE DATE

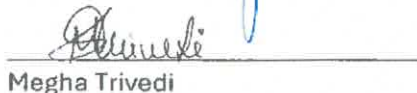
This by-law takes effect on the day of its final passing.

PASSED in open Council this 10th day of February 2026.

MAYOR:


Melanie Mageran

ACTING Clerk:


Megha Trivedi



Schedule "A": This Amending Agreement is made effective on the 10th day of February 2026.

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF PRINCE

(hereinafter referred to as the "Township")

And

IRONSIDE CONSULTING SERVICES INC.

(hereinafter referred to as the "Integrity Commissioner")

WHEREAS the Township entered into an Agreement dated May 9th 2023, for the engagement of an Integrity Commissioner;

AND WHEREAS the agreement allows the Township the right to extend the Agreement upon mutual agreement of the parties and on completion of the Term as set out therein and through the amended Agreement in **Schedule "B"**;

AND WHEREAS the parties agree to such an extension of the Agreement to March 31, 2029;

NOW THEREFORE the parties agree as follows:

That paragraph 2 of the Agreement be amended to read as follows:

This agreement (the "Agreement") extends the agreement made by By-law 2023-12, dated May 9, 2023, and shall end on 31 March 2029.

The Township reserves the right to extend the Agreement upon mutual agreement of the Parties hereto and on completion of the Term as set out herein.

THE CORPORATION OF THE TOWNSHIP OF PRINCE

PER: 
Mayor Melanie Magellan

PER: 
Acting Clerk, Megha Trivedi

PER: 
Antoinette Blunt, Senior Consultant
Ironside Consulting Services Inc.

**ENGAGEMENT OF INTEGRITY COMMISSIONER SERVICES FOR
THE TOWNSHIP OF PRINCE**

THIS AGREEMENT made IN DUPLICATE THIS 10th DAY OF February 2026.

BETWEEN:

**The Corporation of the Township of Prince
(Hereinafter referred to as the "Township")**

And

**Ironside Consulting Services Inc.
(Hereinafter referred to as the "Integrity Commissioner")**

THIS AGREEMENT WITNESSES THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. INTREGRITY COMMISSIONER

The integrity commissioner is Ironside Consulting Services Inc. and the role and function may be assigned to Antoinette Blunt or another employee or sub-contractor deemed by the company to be qualified to perform the role and function as defined in this agreement.

2. TERM

This agreement (the "Agreement") extends the agreement made by By-law 2023-12, dated May 9, 2023, and shall end on **31 March 2029**. The "Term" provided that this Agreement is not previously cancelled or terminated by the Township in accordance with this Agreement by operation of law or otherwise, and further provided that the Integrity Commissioner has faithfully complied with an performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term.

The Township reserves the right to extend the Agreement upon mutual agreement of the Parties hereto and on completion of the Term as set out herein.

3. DESCRIPTION OF WORK

The work (the "Work") shall consist of:

- (1) Provide all that is necessary and required to perform all of the work shown and described in this Agreement and attached as Schedules "A" and "B" to this Agreement.

4. EXECUTION OF WORK

- (1) The Integrity Commissioner shall carry out the work in a diligent manner.
- (2) No information about any account shall be given to any person or entity by the Integrity Commissioner either during or after the Term unless prior written authorization to do so has been provided by the Township and only then, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1900, c. M. 56. Upon expiry of this Agreement, the Integrity Commissioner shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

5. PAYMENT FOR SERVICES

- (1) The Integrity Commissioner shall invoice the Township monthly for the Work performed for the Township at the rates noted as follows:

Hourly Rate: \$285.00/hour

Telephone Consultation /Responding to Questions Via Telephone or Email:

Minimum fee of 20 minutes time: \$95.00

Integrity Commissioner:

If required for services, municipal Legal services are sub-contracted (John Hart, of Ritchie. Ketcheson, Hart & Biggart LLP) and charged at the rate set by law firm.

Disbursements:

Separately invoiced at cost and may include items such as:

- Courier fees, Supplies.
- Travel expenses (gas, air fare, taxi, car rental, etc.), meals and accommodation expenses for out-of-town assignments.
- Mileage charged \$.70/km.

Notes:

1. HST at 13% (Unless client is a First Nation and is HST exempt).
2. Hourly fee is charged for one-way travel time.
3. Accounts are invoiced at least monthly (Travel by air invoiced as expenses incurred) and depending on the project, they could be invoiced partially at the beginning of the project and periodically throughout the project as various components of work are completed.
4. Payment is due upon receipt of invoice.
5. Services cancelled with less than 24 hours' notice are subject to payment of full fees and any disbursements incurred that cannot be reversed.
6. Note: Annual Fees subject to increases. Increases occur in January each year.
7. Business Number: 87739 0922 RT0001.

Except where a dispute arises with respect to the accuracy of an invoice, the Township shall pay to the Integrity Commissioner invoiced within sixty (60) days or receipt thereof. Failure to do so may result in interest being charged.

6. TERMINATION OF AGREEMENT

- (1) The Township may terminate this Agreement, without cause or reason, by giving the Integrity Commissioner thirty (30) days written notice of its intention to do so.
- (2) Upon termination of this Agreement, the Integrity Commissioner and the Township shall forthwith pay to each other any monies owing to date, and the Integrity Commissioner shall return any incomplete account materials.

7. INSURANCE AND INDEMNIFICATION

- (1) The Integrity Commissioner shall protect itself from and against all claims that might arise from anything done, proposed to be done or omitted to be done by the Integrity Commissioner, its officers, employees, agents, or contractors in connection with this Agreement.
- (2) For the purposes of Section 6 (1) of this Agreement, and without restricting this generality of that Section, the Integrity Commissioner shall:
 - At their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to the Township and underwritten by an Insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
 - (a) A limit of liability of not less than \$5,000,000 per occurrence with an aggregate of not less than \$5,000,000.
 - (b) Add the Corporation of the Township of Prince as an additional insured with respect to the operations of the Named Insured.
 - (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured.
 - (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
 - (e) Products and completed operations coverage.
 - (f) Contractual Liability
 - (g) Work performed on Behalf of the Named Insured by Sub-Contractors.
 - (h) The policy shall provide 30 days prior notice of cancellation.
 - Take out and keep in force Professional Liability insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$25,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the province of Ontario and acceptable to the Township of Prince. The policy shall be renewed for three years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Risk Manager of the Township of Prince. The Township of Prince has the right to

request that an Extended Reporting Endorsement be purchased by the (Professional) at the (Professional's) sole expense.

- (3) The Supplier shall defend, indemnify and save harmless the Township of Prince, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property, including loss of revenue or incurred expenses resulting from disruption of services, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors, and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. The indemnity shall be in addition to and not in lieu of an insurance to be provided by the supplier in accordance with this Contract and shall survive this Contract.

8. ASSIGNMENT

The Integrity Commissioner shall not assign this Agreement or any portion thereof without the prior written consent of the Township. In the event that the Township consents to such assignments, the Integrity Commissioner shall ensure that any assignees undertaking any of the Integrity Commissioner's obligations hereunder shall be bound by the terms of this Agreement. The Integrity Commissioner shall not be released of its obligation to the Township by reason of this assignment, and the Integrity Commissioner shall be deemed liable for any breach of this Agreement, or any legislations or regulations, committed by the assignee.

9. TOWNSHIP AND INTEGRITY COMMISSIONER CONTACT PERSONS

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Township of Prince
Megha Trivedi, Treasurer
3042 Second Line West
Prince Township, ON P6A 6K4
Phone: 705.779.2992 Ext. 1

Antoinette Blunt, Senior Consultant
Ironsides Consulting Services Inc.
155 Ironside Drive
Prince Township, ON
P6A 6K4
Office Phone: 705-779-3223
Cellular: 705-542-3504

10. INDEPENDENT CONTRACTOR STATUS

- (1) The Integrity Commissioner is an independent contractor and neither the Integrity Commissioner nor the Integrity Commissioner's staff is or shall be deemed to be employed by the Township. The Integrity Commissioner reserves the right to determine the method, manner and means by which the services will be performed in accordance with Schedules "A" and "B" attached. Notwithstanding the same, the Integrity Commissioner acknowledges and agrees to discharge its obligations and perform the services set out herein in accordance with the terms of this Agreement (including Schedules "A" and "B" attached), the Township's Code of Conduct and all applicable legislation including but not limited to the *Municipal Act, 2002* and the *Municipal Conflict of Interest Act*.
- (2) The Integrity Commissioner is not required to perform the services during a fixed hourly or daily time and if services are performed at the Township's premises, then the Integrity Commissioner's time spent at the premises is to be at the discretion of the Integrity Commissioner, subject to the Township's normal business hours and security requirements. The Integrity Commissioner hereby confirms to the Township that the Township will not be required to furnish or provide any training to the Integrity Commissioner to enable the Integrity Commissioner to perform services required hereunder.
- (3) The services shall be performed by the Integrity Commissioner or Integrity Commissioner's staff and the Township shall not be required to hire, supervise, or pay any assistants to help the Integrity Commissioner who performs the services under this agreement. The Integrity Commissioner shall not be required to devote the Integrity Commissioner's full time nor the full time of the Integrity Commissioner's staff to the performance of the services required hereunder, and it is acknowledged that the Integrity Commissioner has other Clients, and the Integrity Commissioner offers services to the public.
- (4) The order or sequence in which work is to be performed shall be under the control of the Integrity Commissioner, except to the extent that the Integrity Commissioner's work must be performed on or with the Township's computers or the Township's existing software. All materials used in providing the services shall be provided by the Integrity Commissioner.
- (5) The Township shall not provide any insurance coverage of any kind for the Integrity Commissioner or the Integrity Commissioner's staff, and the Township will not withhold any amount that would normally be withheld from an employee's pay.

11. AMENDMENTS

The Township and the Integrity Commissioner hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and assigned by both Parties.

12. ENTIRE AGREEMENT

The Integrity Commissioner acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract documents, which constitutes the entire agreement between the Parties, and which may be modified as set out in Section 11 of this Agreement.

13. SUCCESSORS

The provisions of this Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and where applicable, permitted assigns.

14. GOVERNING LAW

The Parties acknowledge and agree that this Agreement is made in the Province of Ontario, and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.


IN WITNESS WHEREOF the Parties hereto have signed this Agreement this (___ day) of (___ month, ___ year)


Antoinette Blunt, Ironside Consulting Services Inc.

Per: 
Name: Antoinette Blunt
Position: Senior Consultant

I have the authority to bind the Corporation.

THE CORPORATION OF THE TOWNSHIP OF PRINCE

Per: 
Mayor, Melanie Mageron

Per: 
Acting Clerk, Megha Trivedi

We have the authority to bind the Corporation.

SCHEDULE A

Attach: Code of Conduct for Municipal Council for the Township of Prince

SCHEDULE B

Attach: Bylaw to adopt Integrity Commissioner and Integrity Commissioner Inquiry Protocol