

**THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS**  
**SCHEDULE “A” TO BY-LAW NO. 2023-50**  
**AGREEMENT FOR MUNICIPAL INTEGRITY COMMISSIONER SERVICES**

THIS AGREEMENT made as of the 28<sup>th</sup> day of November, 2023.

**BETWEEN**

CORPORATION OF THE MUNICIPALITY OF EAST FERRIS  
(Hereinafter referred to as “The Municipality”) OF THE FIRST PART

**AND**

DAVID C. KING, carrying on business as MAS Municipal Advisory Services  
(Hereinafter referred to as “MAS”) OF THE SECOND PART

**WHEREAS:**

(a) Section 223.3 through 223.8 of the Municipal Act, 2001, S.O. 2001, c.25 (the “Act”) authorizes a municipality to appoint an Integrity Commissioner to, provide advice and guidance to members of Council and local boards as to the application the Municipal Code of Conduct and sections 5,5.1 and 5.2 of the Municipal Conflict of Interest Act (“MCIA”) relating to their ethical behavior, and, furthermore, to making inquiry into requests as to alleged contraventions of the Municipal Code of Conduct and sections 5,5.1 and 5.2 of the Municipal Conflict of Interest Act 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) the Municipality is satisfied that MAS 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 4 years commencing January 1, 2024 (the “commencement date”) and ending on December 31, 2027, 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 MAS as Integrity Commissioner for the purposes of Sections 223.3 through 223.8 of the Act and sections 5,5.1 and 5.2 of the MCIA and MAS accepts such appointment and agrees to provide such services as are reflected in the Acts and as requested by the municipality, at all times in accordance with and to the standards as set forth in the Act. MAS confirms that such services will be rendered by David C. King, save and accept as otherwise delegated in accordance with this agreement.

3. **Duties** — As Integrity Commissioner, MAS shall perform the duties and have the powers provided for in the Acts, including but not limited to the following:

(1) **Advisory:** Upon proper written request, provide written advice to individual members of Council respecting the application of the Municipal Code of Conduct and sections 5,5.1 and 5.2 of the MCIA relating to and reflecting upon their ethical behavior; and furthermore and when appropriate, providing the full Council with specific and general opinions and advice in writing respecting compliance by elected officials in respect of the provisions of governing statutes the Code of Conduct and sections 5,5.1 and 5.2 of the MCIA.

(2) **Compliance Investigation/Determinations:** upon proper written request from a member of Council or local board or one or more members of the public, to conduct an inquiry and make a determination as to any alleged contravention of the Municipal Code of Conduct or sections 5.5.1 and 5.2 of the MCIA to report the details and results of such inquiry to municipal Council.

(3) **Educational:** provide the Municipal Clerk with an annual report of activities during the previous calendar year as Integrity Commissioner, including 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 and the MCIA for public confidence in Municipal Government; and, furthermore, dissemination of information available to the public on the website operated by the Municipality of East Ferris.

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 MAS, 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. In addition, it is recognized that MAS, as Integrity Commissioner, will likely receive requests for advice on matters involving compliance with the MCIA. While the Integrity Commissioner may provide general interpretation of the MCIA, as it relates to sections 5.5.1 and 5.2 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.

#### 4. Fees

(a) **Annual Retainer** — Prior to the commencement date of this agreement, the municipality shall pay to MAS the sum of THREE HUNDRED DOLLARS (\$300.00) as an annual retainer for appointment as Integrity Commissioner.

(b) **Hourly Rate** — MAS will be paid a fee of ONE HUNDRED & FIFTY DOLLARS PER HOUR (\$150.00/hour), plus HST, for time devoted to services as Integrity Commissioner identified in Schedule “A” hereto; provided that MAS will charge such hourly rate only for time actively devoted to the duties described in Section 3 (1) and (3) above. For the duties described in Section 3 (2) MAS will be paid a fee of TWO HUNDRED & FIFTY DOLLARS PER HOUR (\$250.00/hour) plus HST.

(c) **Expenses** — Upon presentation of receipts, MAS 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, in accordance with the client municipality’s expense policy, plus mileage at the rate of 0.68 per/km plus HST.

(d) **Legal Advice/Fees** — The parties agree that, when necessary, and in consultation with the Chief Administrative Officer, MAS may arrange for and receive legal assistance and advice to properly perform the duties contemplated by this agreement. The parties agree that the municipality shall pay the cost of such legal assistance and advice.

(e) **Invoicing** — MAS 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 municipal corporation from which the request originated and to whom the service was provided.

(f) **Payment without deduction** — The parties hereto agree that invoices rendered by MAS and payments by the municipality 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.

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, MAS may determine it necessary to delegate some or all of the powers and duties reflected above and MAS 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 MAS. The aforementioned delegation shall not result in any increased expense to the Municipality. MAS shall prepare and render an invoice to the Town which accounts for the costs of the delegatee and MAS 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 MAS is a contractor independent of each member 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 MAS and each member municipality.

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 MAS, 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 agreement may be terminated by either party at the end of any calendar year, save and except for the calendar year 2024, 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 the municipality of East Ferris — Municipal Clerk, 25 Taillefer Road, Corbeil, ON, P0H 1K0

For MAS — David C. King, 440 Fire Road 2, Val Caron, ON, P3N 1P3.

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. **Inurement** — This agreement shall inure 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, THE CORPORATION OF THE MUNICIPALITY OF EAST FERRIS

Per \_\_\_\_\_, Mayor                      Date: \_\_\_\_\_

Per \_\_\_\_\_, Clerk                      Date: \_\_\_\_\_

We have authority to bind the Corporation.

David C. King

\_\_\_\_\_                      Date: \_\_\_\_\_

MAS Municipal Advisory Services