

Bill No. 146  
2023

By-law No. A.-\_\_\_\_\_

A by-law to approve an Agreement to appoint Principles Integrity as the Integrity Commissioner for The Corporation of the City of London and to approve an Agreement for a Municipal Integrity Commissioner between The Corporation of the City of London and Principles Integrity and to repeal By-law No. A.-8117-168, being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London"

WHEREAS section 10(2)(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to pass by-laws regarding the accountability and transparency of the municipality and its operations and of its local boards and their operations;

AND WHEREAS a Code of Conduct for Members of Council and a Code of Conduct for Local Boards were adopted by by-law;

AND WHEREAS an Integrity Commissioner Terms of Reference was adopted by by-law;

AND WHEREAS section 223.3 of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended, and the City of London Code of Conduct for Members of Council and Code of Conduct for Local Boards establish responsibilities, powers and duties of an Integrity Commissioner;

AND WHEREAS Council of The Corporation of the City of London deems it expedient to appoint an Integrity Commissioner in accordance with the *Municipal Act, 2001*, S.O. 2001, c.25, as amended;

NOW THEREFORE the Council of The Corporation of the City of London hereby enacts as follows:

1. That Principles Integrity be hereby appointed as the Integrity Commissioner for The Corporation of the City of London and deemed to be an officer for the purposes of the *Municipal Act, 2001* S.O. 2001, c.25, as amended.
2. The Agreement attached hereto as Schedule "A" of this by-law is hereby authorized and approved.
3. The Mayor and the Clerk be hereby authorized to execute the Agreement authorized and approved in clause 2 above.
4. By-law No. A.-8117-168, being "A by-law to approve an Agreement for Municipal Integrity Commissioner between The Corporation of the City of London and Gregory F. Stewart and to appoint Gregory F. Stewart as the Integrity Commissioner for the City of London", passed by Municipal Council on May 25, 2021, is hereby repealed.
5. This by-law comes into force and effect on June 1, 2023.

PASSED in Open Council on May 16, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First reading – May 16, 2023  
Second reading – May 16, 2023  
Third reading – May 16, 2023

## SCHEDULE "A"

### Agreement for Municipal Integrity Commissioner

**THIS AGREEMENT** is made as of the 1st day of June, 2023

BETWEEN:

#### THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the "City" or "City of London")

- and -

**PRINCIPLES INTEGRITY**, through its principals  
Jeffrey A. Abrams and Janice Atwood-Petkovski

(hereinafter called the "Integrity Commissioner")

#### Professional Services Agreement

WHEREAS the *Municipal Act, 2001* authorizes the City to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by Council in accordance with the legislation;

WHEREAS Council appointed Principles Integrity as Integrity Commissioner for the City of London to perform the duties and responsibilities of the office pursuant to the terms of the *Municipal Act, 2001* and the Agreement;

NOW THEREFORE, in consideration of the foregoing background, the covenants in this Agreement, and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), the Parties agree as follows:

#### 1.0 Definitions

In this Agreement, the following terms shall have the following meanings:

"Agreement" means this Agreement between Principles Integrity and The Corporation of the City of London.

"Clerk" means the Clerk of the City of London, or their designate;

"Code of Conduct" means any code of conduct adopted from time to time in respect of the Members of Council or of a Local Board

"Council" means the Municipal Council of The Corporation of the City of London

"Local Board" means a local board as defined by section 223.1 of the *Municipal Act, 2001*

"Member" means, respectively, a Member of the Municipal Council of the Corporation of the City of London, or a Member of a Local Board of the City.

"*Municipal Act, 2001*" means the *Municipal Act, 2001*, S.O. 2001, c. 25 as may be amended

## 2.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and as may be amended from time to time, and shall be treated in all respects as an Ontario contract.

## 3.0 Duties

3.1 The City retains the Integrity Commissioner to carry out the functions and duties of the Integrity Commissioner in an independent manner, and the Integrity Commissioner agrees to perform the functions and duties set out in the following and in accordance with the following:

- (a) the Agreement;
- (b) the Integrity Commissioner Terms of Reference attached hereto as Schedule 1;
- (c) The Corporation of the City of London Code of Conduct for Members of Council Complaint Protocol attached hereto as Schedule 2;
- (d) The Corporation of the City of London Code of Conduct for Members of Local Boards Complaint Protocol attached hereto as Schedule 3;
- (e) The Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards;
- (f) The City's Respectful Workplace Policy; and
- (g) The *Municipal Act, 2001*.

3.2 The Integrity Commissioner shall perform the following functions:

- (a) The application of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards.
- (b) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
- (c) The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
- (d) Requests from members of Council and of Local Boards for advice respecting their obligations under the code of conduct applicable to the member.
- (e) Requests from members of Council and of Local Boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
- (f) Requests from members of Council and of Local Boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
- (g) The provision of educational information to members of Council, members of Local Boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

3.3 The Integrity Commissioner shall perform the following duties with respect to Municipal Council:

- (a) provide advice to Members of Council on the application of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council;
- (b) provide, when appropriate, 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 for Members of

Council and any other applicable procedures, rules and policies governing the ethical behaviour of Members of Council;

- (c) provide advice to Members of Council on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- (d) receive and conduct such formal or informal processes as may be appropriate (including inquiries or mediations), in accordance with the Council approved Complaint Protocol, concerning complaints by the Council, or any person that a Member of Council has contravened the City's Code of Conduct for Members of Council, the *Municipal Conflict of Interest Act*, or rules and policies of the municipality governing the ethical behaviour of Members of Council;
- (e) report to Council, in writing, where an inquiry under part c) has been conducted and the Integrity Commissioner is of the opinion that a Member of Council has contravened the Code of Conduct for Members of Council and/or and include any recommendations with respect to the inquiry for the Council to consider;
- (f) report to Council annually, in writing, summarizing any activities undertaken and advice given; and,
- (g) provide such training and written reference materials, upon the request of Municipal Council, for distribution to and use by Members of Council and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the City's Code of Conduct for Members of Council and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council under the City's Code of Conduct for Members of Council and the *Municipal Conflict of Interest Act*.

3.4 The Integrity Commissioner shall perform the following duties with respect to Local Boards:

- (a) provide advice to Members of Local Boards on the application of the City's Code of Conduct for Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards;
- (b) provide, when appropriate, the Local Board with specific and general opinions and advice respecting compliance by Local Board Members in respect of the provisions of governing statutes, the Code of Conduct for Members of Local Boards and any other applicable procedure, rules and policies governing the ethical behaviour of Members of Local Boards.
- (c) provide advice to Members of Local Boards on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- (d) receive and conduct inquiries, in accordance with the Council approved Complaint Protocol for Local Boards, into requests by Local Boards, a Members of the Local Boards or a member of the public about whether a Member of a Local Board has contravened the City's Code of Conduct for Local Boards;
- (e) receive and conduct inquiries or initiate inquiries about whether a Member of a Local Board has contravened the *Municipal Conflict of Interest Act*, in accordance with sections 5, 5.1 and 5.2 of the Act;
- (f) report to the Local Board, in writing, where an inquiry has been conducted under part c) and the Integrity Commissioner is of the opinion that a Member of the Local Board has contravened the Code of Conduct for Members of Local Boards and include any recommendations with respect to the inquiry for the Local Board to consider;
- (g) report to Local Boards, annually, in writing, summarizing any activities undertaken and advice given; and

- (h) provide such training and written reference materials, upon the request of Local Boards, for distribution to and use by Members of Local Boards and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and the *Municipal Conflict of Interest Act*.
- 3.5 The Integrity Commissioner shall perform the duties expeditiously in an independent and professional manner, in compliance with all applicable laws. For greater certainty, the Integrity Commissioner is entitled to establish such procedures, practices, protocols and policies to support the performance of the Integrity Commissioner's duties in a manner which best served the public interest, except where such policy or procedure conflicts with policies, procedures and protocols established by the City.
- 3.6 The Integrity Commissioner may be requested to provide advice confidentially to the Member making the request in respect of specific facts, and in a way in which the Member may rely upon the advice provided. In such circumstances and when the Integrity Commissioner is requested to do so, they may provide advice in a general way to all Members of Council or the Local Board respecting the interpretation of the relevant Code of Conduct.
- 3.7 The City shall provide public access to all Codes of Conduct through its website. The City shall also provide information about the Codes of Conduct, the role of the Integrity Commissioner and the complaint process on its website. As such, the Integrity Commissioner's duties do not include development of a website or similar public information, but any concern surrounding appropriate dissemination of information relevant to the duties of the Integrity Commissioner may be forwarded to the Clerk for consideration. Review of website content does not constitute part of the Integrity Commissioner's duties, unless specifically requested to do so by the City.
- 3.8 The City may in writing at any time after the execution of this Agreement or the commencement of the duties delete, extend, vary or otherwise alter the Code of Conduct and the duties forming the subject of this Agreement, provided that prior to doing so the Integrity Commissioner is consulted. The Integrity Commissioner shall have the option of terminating this Agreement immediately if the scope of the duties is materially altered without the Integrity Commissioner's consent.
- 4.0 Fees
- 4.1 Commencing on July 4, 2023, the City shall pay the Integrity Commissioner an annual retainer of \$1,200.00 respecting its services as Integrity Commissioner
- 4.2 The City shall pay the Integrity Commissioner a block fee of \$1,750.00 per day for attendance, including preparation, at any meeting of Council or a local board for the purpose of conducting training or education. It is anticipated that the Integrity Commissioner will be called upon to provide at least one educational session per term of Council.
- 4.3 For the performance of the remaining duties under this Agreement (including those related to the duties of Lobbyist Registrar), the City shall pay the Integrity Commissioner an hourly rate of \$275.00, to be billed monthly.
- 4.4 As travel to City offices will be required from time to time, the Integrity Commissioner will consider auto and rail transportation services, subject to what is most feasible in terms of timing. The City shall reimburse the Integrity Commissioner for auto travel at the following rate: \$ 0.54 per km.

- 4.5 Where overnight accommodation is required, the reasonable cost of such accommodation. Other disbursements at cost (receipts required).
- 4.6 Should the Integrity Commissioner require a meeting space at the City, the Clerk will make arrangements to provide such space in a City facility on an as needed and as available basis. All such requests will be arranged by the Clerk. In arranging for such space, the City will be mindful of the importance of confidentiality. The Integrity Commissioner may request space in another City facility where the space offered could, in the opinion of the Integrity Commissioner give rise to confidentiality concerns and the City will make all reasonable efforts to accommodate such requests in a timely fashion.
- 4.7 Any reports prepared by the Integrity Commissioner shall be provided to the Clerk who will be responsible for placing the report on an upcoming Council agenda and otherwise distributing the Integrity Commissioner's report at the expense of the City.
- 4.8 The Integrity Commissioner shall submit monthly invoices for services performed. Confidentiality shall be preserved, to the extent required, with respect to the items listed on an invoice for payment.
- 4.9 Payments to the Integrity Commissioner will be by cheque, Electronic Funds Transfer or such other method as the Parties may agree to from time to time.
- 4.10 The Integrity Commissioner shall not seek reimbursement from the City for any costs incurred by them which are not specifically set out in this Agreement, unless such costs are pre-authorized in writing by the Clerk. Notwithstanding the foregoing, pre-approval will not be sought if to do so would breach the Integrity Commissioner's statutory independence and confidentiality obligations in the course of an investigation.
- 4.11 The City shall pay the amount of any invoice issued in accordance with this Agreement within 30 days of the date of receipt.
- 5.0 Confidentiality
- 5.1 During the term of this Agreement, pursuant to Subsection 223.4 of the *Municipal Act, 2001* the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files and any other papers, things or property belonging to or used by the municipality that the Integrity Commissioner believes to be necessary for an inquiry. Unless to do so will in the opinion of the Integrity Commissioner undermine the integrity of an investigation, a request for access to solicitor client privileged information by the Integrity Commissioner shall be directed to the City Solicitor and the procedure for access to solicitor client privileged information will be agreed upon between the City Solicitor and the Integrity Commissioner. The Integrity Commissioner's access to any privileged information shall not constitute a waiver of privilege.
- 5.2 The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner shall preserve secrecy with respect to all matters that come to their knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement, except as required by law in a criminal proceeding or in accordance with the provisions of Subsection 223.5 of the *Municipal Act, 2001*.
- 5.3 Pursuant to Subsection 223.5(3) of the *Municipal Act, 2001*, 5.2 prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.
- 5.4 Where the Integrity Commissioner reports to the Council or Local Board that in their opinion a Member has contravened the Code of Conduct, the Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary, subject to applicable law.

- 5.5 If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any other Act, including the *Criminal Code of Canada*, the Integrity Commissioner will refer that portion of the matter to the appropriate authorities and suspend an inquiry of that portion of the matter until any resulting police investigation and charge has been finally disposed of, and shall report the suspension to Council.
- 5.6 Except as may be required by law, the Integrity Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the *Municipal Act, 2001*, or which could identify a person concerned.

## 6.0 Indemnity and Insurance

- 6.1 The City shall indemnify and save harmless the Integrity 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. If the City is required to indemnify the Integrity Commissioner in accordance with article 6.1 of the Agreement, the Integrity Commissioner may require that the City retain or directly pay the costs for legal counsel for the Integrity Commissioner.
- 6.2 The Integrity Commissioner shall continuously maintain throughout the term of the Agreement and pay for the following insurance coverage:

Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than five million dollars (\$5,000,000.00) applying to all contracts for claims arising out of one occurrence, and,

Professional Liability (Errors and Omissions) in an amount of not less than five million dollars (\$5,000,000.00).

The Commercial General Liability policy shall include the City of London as an additional insured in respect of all operations performed by or on behalf of the Integrity Commissioner in relation to the Agreement requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

The Integrity Commissioner shall provide an updated Certificate of Insurance on the City's standard form, or on a form acceptable to the City of London, by no later than thirty (30) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Integrity Commissioner shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the City.

## 7.0 Term and Termination.

- 7.1 This agreement shall be effective on June 1, 2023 and shall expire on May 31, 2027, unless otherwise terminated in accordance with the terms of this Agreement or by mutual agreement of the City and the Integrity Commissioner in writing. Upon expiry of any extended term of this Agreement the Agreement shall continue on a month-to-month basis for a period of up to twelve months without any action needing to be taken by either Party.
- 7.2 The City may with 30 days' notice in writing to the Integrity Commissioner, suspend or terminate this Agreement and the duties thereunder or any portion thereof at any stage of the retainer. Upon receipt of such written notice, the Integrity Commissioner shall perform no further duties other than those

reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.

- 7.3 The Integrity Commissioner may at any time by 30 days' notice in writing to the City, terminate this agreement and the duties there under. Upon giving such written notice, the Integrity Commissioner shall not, without the consent of Council, perform any further duties other than those reasonably necessary to close out the Integrity Commissioner's duties. In such an event, the Integrity Commissioner shall be entitled to payment for those duties rendered and disbursements incurred to the date of such termination.
- 7.4 This Agreement may be extended or renewed at the City's absolute sole discretion.
- 7.5 Upon termination of this Agreement, the Integrity Commissioner shall forthwith deliver all material and documentation related to any investigations underway to the City's next Integrity Commissioner, and all such material and documentation shall become the property of the new Integrity Commissioner of the City. In the event of the City not having contracted the services of a new Integrity Commissioner, upon termination of this Agreement, the Integrity Commissioner shall make arrangements with the Clerk to transfer the material and documentation related to ongoing investigations in such a manner that satisfies the Integrity Commissioner's concerns respecting the confidentiality of the records, while allowing their use for the purposes that they were created.
- 8.0 Reviewing Records
  - 8.1 The Integrity Commissioner shall retain records and documentation relating to its duties for a period of seven years following the earlier of the finalization of a matter or termination of this agreement.
  - 8.2 The Integrity Commissioner shall cooperate to the extent possible in response to a request from the City Solicitor or the City Clerk for an explanation of an invoice submitted by the Integrity Commissioner, taking into account the City's due diligence responsibilities, the independence inherent in the role of Integrity Commissioner, and the statutory obligation to preserve secrecy with respect to all matters that come to the Integrity Commissioner's knowledge in the course of its duties.
- 9.0 Integrity Commissioner's Representation & Warranties
  - 9.1 The Integrity Commissioner represents and warrants to and in favour of the City and acknowledges that the City is relying thereon as follows:
    - 9.2 The Integrity Commissioner has full power and authority and has obtained all necessary approvals to execute, deliver and perform this Agreement.
    - 9.3 The Integrity Commissioner's execution, delivery and performance of this Agreement shall not constitute:
      - (a) a violation of any judgment, order or decree;
      - (b) a material default under any material contract by which it or any of its material assets are bound; or
      - (c) an event that would with notice or lapse of time, constitute such a default.
    - 9.4 The obligations and services of the Integrity Commissioner hereunder will be performed in a professional manner consistent with the highest industry standards reasonably applicable to the performance of such obligations.
    - 9.5 The Integrity Commissioner does not have any conflicts of interest that would interfere with carrying out the duties under this Agreement. Without limiting the



generality of the foregoing, the principals of the Integrity Commissioner specifically acknowledge that they:

- (a) are not employees of the City;
- (b) do not have a financial interest in any matters involving the City;
- (c) do not have an interest in matters before City Council or in any work undertaken by the City;
- (d) do not have any involvement in the municipal politics of the City of London.

9.6 The Integrity Commissioner will be impartial and neutral and shall perform all duties skillfully, competently, independently and in accordance with all applicable law.

## 10.0 Conflicts

10.1 Subject to 8.2 the Integrity Commissioner may delegate certain duties, including the exercise of powers under the *Municipal Conflict of Interest Act* or the *Public Inquiries Act*, and the duty to report on an inquiry, in circumstances where both principals of the Integrity Commissioner become aware of a private interest in a matter that conflicts or could reasonably be perceived to conflict with the proper administration of the Integrity Commissioner's role. The Integrity Commissioner recognizes and agrees that it has been selected by the City to perform its duties based on the unique qualifications of its principals, and so any delegate will have qualifications, experience and expertise necessary to perform the duties to the same standard as the Integrity Commissioner. For greater certainty, the Integrity Commissioner will not assign or subcontract all or any portion of this Agreement without the prior written consent of the City.

10.2 Upon receipt of a notice in writing from the Integrity Commissioner pursuant to section 8.1, the Clerk may request the Integrity Commissioner to remove itself from an investigation/inquiry or to stop any further work on a matter, in which case, the Integrity Commissioner shall immediately make arrangements to transfer all related documentation to the Clerk as soon as possible. In that case, the Clerk may retain another person to conduct the investigation/inquiry or to carry on the work in question in place of the Integrity Commissioner, as the Clerk deems appropriate.

## 11.0 General

11.1 The Integrity Commissioner is appointed with reference to Subsection 223.3 of the *Municipal Act, 2001* and as such is responsible for performing the duties under this Agreement in an independent manner. The Integrity Commissioner may be identified publicly as the City of London's Integrity Commissioner however the Integrity Commissioner is an independent entity and shall not be considered at any time to be an agent or employee of the City.

11.2 Where in this Agreement any notice is required to be given or made by either party to this Agreement, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or email addressed to the other party for whom it is intended at the following addresses, and any notice shall be deemed to have been given:

- (a) if delivered personally, on the date of such delivery;
- (b) if by ordinary mail, on the second business day following the date of mailing;
- (c) if by registered mail, on the day the postal receipt is acknowledged by the other party;
- (d) if by email, on the day it is acknowledged by reply e-mail.

11.3 Any notices intended for the City shall be delivered and addressed to:

Michael Schulthess, City Clerk  
City Clerk's Office  
City of London  
300 Dufferin Ave, P.O. Box 5035, London, ON N6A 4L9  
Telephone: (519) 661-2489) x 5396  
Email: [mschulth@london.ca](mailto:mschulth@london.ca)

11.4 Any notices intended for the Integrity Commissioner shall be delivered and addressed to:

Principles Integrity  
30 Haddon Street, Toronto, ON M5M 3M9  
Attention: Jeffrey A. Abrams and Janice Atwood-Petkovski  
Telephone: 647-259-8697  
Email: [postoffice@principlesintegrity.org](mailto:postoffice@principlesintegrity.org)

11.5 The address of either party may be changed by notice in the manner set out in this section.

11.6 This Agreement may only be changed or amended in writing duly executed by the duly authorized representatives of both parties.

11.7 In the event of a breach of any provision of this Agreement by one party to this Agreement, no action or failure to act by the other party shall constitute a waiver of any right or duty afforded by that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any such breach, except as may be specifically agreed to in writing by the party that is not in breach.

11.8 If any of the provisions of this Agreement shall be illegal or invalid, such illegality or invalidity shall not render the whole agreement illegal or invalid, but the Agreement shall be construed as if it did not contain the illegal or invalid provision(s), and the rights and obligations of the Parties shall be construed and enforced accordingly.

11.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Agreement and supersede all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they are expressly incorporated by additional reference in the Agreement.

11.10 Articles 4 and 5 shall survive upon termination of this Agreement.

11.11 Time shall be of the essence in all respects of this Agreement.

11.12 Each of the parties hereby covenants and agrees to execute and deliver such further and other agreements, assurances, undertakings, acknowledgements or documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and perform and cause to be done and performed any further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

11.13 Any dispute, difference or disagreement between the parties in relation to this agreement may, with the consent of Council and the Integrity Commissioner, be referred to arbitration. No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the duties or in the business or other affairs of either the City or the Integrity Commissioner. The determination of the arbitrator shall be final and binding upon the parties.

11.14 This Agreement may be signed in counterparts, each of which is an original, and all of which taken together constitute one single document.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals as duly attested to by the hands of their proper signing officers authorized in that behalf.

**SIGNED, SEALED AND DELIVERED** ) **THE CORPORATION OF THE CITY OF**  
) **LONDON**

I/We Have the Authority to Bind  
the Corporation

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) \_\_\_\_\_  
) **MAYOR**

)  
)  
)  
) \_\_\_\_\_  
) **CLERK**

)  
) **PRINCIPLES *INTEGRITY***

I Have the Authority to Bind  
the Partnership

)  
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)  
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) \_\_\_\_\_  
) **Name: Jeffrey A. Abrams**  
) **Position: Co-Principal**

## Schedule 1

### The Corporation of the City of London Terms of Reference for the Integrity Commissioner

#### 1. Policy Statement

This Policy establishes a Terms of Reference for The Corporation of City of London Integrity Commissioner in accordance with section 223.3 of the *Municipal Act, 2001*.

#### 2. Definitions

None.

#### 3. Applicability

This Policy applies to all Members of Council and Local Boards.

#### 4. The Policy

4.1 The Integrity Commissioner is an independent officer, appointed by Council by by-law passed under section 223.3 of the *Municipal Act, 2001*. The Integrity Commissioner reports directly to Council or Local Boards and functions independently of the Civic Administration and Local Board Administration.

#### 4.2 Municipal Council

In accordance with section 223.3(1) of the *Municipal Act, 2001*, the Integrity Commissioner shall carry out the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

The duties of the Integrity Commissioner with respect to Municipal Council are to:

- a) provide advice to Members of Council on the application of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council;

- b) provide advice to Members of Council on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- c) receive and conduct such formal or informal processes as may be appropriate (including inquiries or mediations), in accordance with the Council approved Complaint Protocol, concerning complaints by the Council, or any person that a Member of Council has contravened the City's Code of Conduct for Members of Council, the *Municipal Conflict of Interest Act*, or rules and policies of the municipality governing the ethical behaviour of Members of Council;
- d) report to Council, in writing, where an inquiry under part c) has been conducted and the Integrity Commissioner is of the opinion that a Member of Council has contravened the Code of Conduct for Members of Council and/or and include any recommendations with respect to the inquiry for the Council to consider;
- e) report to Council annually, in writing, summarizing any activities undertaken and advice given; and,
- f) provide such training and written reference materials, upon the request of Municipal Council, for distribution to and use by Members of Council and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the City's Code of Conduct for Members of Council and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Council and any procedures, rules and policies of the municipality governing the ethical behaviour of Members of Council under the City's Code of Conduct for Members of Council and the *Municipal Conflict of Interest Act*.

### **4.3 Local Boards**

The duties of the Integrity Commissioner with respect to Local Boards are to:

- a) provide advice to Members of Local Boards on the application of the City's Code of Conduct for Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards;
- b) provide advice to Members of Local Boards on the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act*;
- c) receive and conduct inquiries, in accordance with the Council approved Complaint Protocol for Local Boards, into requests by Local Boards, a Members of the Local Boards or a member of the public about whether a Member of a Local Board has contravened the City's Code of Conduct for Local Boards;
- d) receive and conduct inquiries or initiate inquiries about whether a Member of a Local Board has contravened the *Municipal Conflict of Interest Act*, in accordance with sections 5, 5.1 and 5.2 of the Act;
- e) report to the Local Board, in writing, where an inquiry has been conducted under part c) and the Integrity Commissioner is of the opinion that a Member of the Local Board has contravened the Code of Conduct for Members of Local Boards and include any recommendations with respect to the inquiry for the Local Board to consider;
- f) report to Local Boards, annually, in writing, summarizing any activities undertaken and advice given; and

- g) provide such training and written reference materials, upon the request of Local Boards, for distribution to and use by Members of Local Boards and the public regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and under the *Municipal Conflict of Interest Act*, the meaning of the City's Code of Conduct for Members of Local Boards and any procedures, rules and policies of the Local Boards governing the ethical behaviour of Members of Local Boards under the City's Code of Conduct for Members of Local Boards and the *Municipal Conflict of Interest Act*.

## Schedule 2

# THE CORPORATION OF THE CITY OF LONDON CODE OF CONDUCT FOR MEMBERS OF COUNCIL COMPLAINT PROTOCOL

## AUTHORITY

Section 223.3 of the *Municipal Act, 2001* authorizes a municipality to appoint an Integrity Commissioner who reports to council and who is responsible for performing in an independent manner the powers and duties assigned by the municipality with respect to the application of the Code of Conduct for Members of Council.

Sections 223.4 of the *Municipal Act, 2001* provides that an Integrity Commissioner has certain powers duties and protections.

The Code of Conduct for Members of Council was adopted by Council by By-law No. CPOL.-383-90 on March 26, 2019.

This Complaint Protocol was adopted by Council by By-law No. CPOL.-383-90 on March 26, 2019.

## PART A: INFORMAL COMPLAINT PROCEDURE

Any person or any representative of an organization who has identified or witnessed behaviour or an activity by a Member of Council that they believe is in contravention of the *Code of Conduct for Members of Council* (the “Code”) may wish to address the prohibited behaviour or activity themselves as follows:

- (1) advise the Member that the behaviour or activity contravenes the Code;
- (2) encourage the Member to acknowledge and agree to stop the prohibited behaviour or activity and to avoid future occurrences of the prohibited behavior or activity;
- (3) keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information;
- (4) request the Integrity Commissioner to assist in informal discussion of the alleged complaint with the Member in an attempt to resolve the issue;
- (5) if applicable, confirm to the Member your satisfaction with the response of the Member; or, if applicable, advise the member of your dissatisfaction with the response; and
- (6) consider the need to pursue the matter in accordance with the formal complaint procedure outlined in Part B, or in accordance with another applicable judicial or quasi-judicial process or complaint procedure.

All persons and organizations are encouraged to initially pursue this informal complaint procedure as a means of stopping and remedying a behaviour or activity that is prohibited by the Code. With the consent of the complaining individual or organization and the Member, the Integrity Commissioner may be part of any informal process. However, it is not a precondition or a prerequisite that those complaining must pursue the informal complaint procedure before pursuing the Formal Complaint Procedure in Part B.

## **PART B: FORMAL COMPLAINT PROCEDURE:**

### **1.1 Integrity Commissioner Requests for Inquiries - Section 1**

1. (1) A request for an investigation of a complaint that a Member has contravened the Code (the "complaint") shall be sent directly to the Integrity Commissioner by mail, e-mail, fax or courier and shall be in writing.
- (2) All complaints shall be signed by an identifiable individual (which includes the authorized signing officer of an organization).
- (3) A complaint shall set out reasonable and probable grounds for the allegation that the Member has contravened the Code. For example, the complaint should include the name of the alleged violator, the provision of the Code allegedly contravened, facts constituting the alleged contravention, the names and contact information of witnesses, and contact information for the complainant during normal business hours.
- (4) Municipal Council may also file a complaint and/or request an investigation of any of its members by public motion.

### **1.2 Initial Classification by Integrity Commissioner - Section 2**

2. (1) Upon receipt of the complaint, the Integrity Commissioner shall make an initial classification to determine if the matter is, on its face, a complaint with respect to non-compliance with the Code and not covered by other legislation or other Council Policies as described in subsection (2).
- (2) If the complaint is not, on its face, a complaint with respect to non-compliance with the Code or the complaint is covered by other legislation or a complaint procedure under another Council Policy, the Integrity Commissioner shall advise the complainant in writing as follows:
  - (a) if the complaint on its face is an allegation of a criminal nature consistent with the *Criminal Code of Canada*, the complainant shall be advised that if the complainant wishes to pursue any such allegation, the complainant must pursue it with the appropriate police force;
  - (b) if the complaint on its face is with respect to non-compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, the complainant shall be advised that the matter will be referred for review to the City Clerk;
  - (c) if the complaint on its face is with respect to non-compliance with a more specific Council policy with a separate complaint procedure, the complainant shall be advised that the matter will be processed under that procedure;
  - (d) if the complaint is in relation to a matter which is subject to an outstanding complaint under another process such as a Human Rights complaint or similar process, the Integrity Commissioner may, in their sole discretion and in accordance with legislation, suspend any investigation pending the result of the other process; and,
  - (e) in other cases, the complainant shall be advised that the matter, or part of the matter, is not within the jurisdiction of the Integrity Commissioner to process, with any additional reasons and referrals as the Integrity Commissioner considers appropriate.
- (3) The Integrity Commissioner may report to Municipal Council that a specific complaint is not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.
- (4) The Integrity Commissioner shall report semi - annually to Municipal Council on complaints not within the jurisdiction of the Integrity Commissioner, but shall not disclose information that could identify a person concerned.



### 1.3 Integrity Commissioner Investigation - Sections 3 – 5

3. (1) If the Integrity Commissioner is of the opinion that a complaint is frivolous, vexatious or not made in good faith, or that there are no grounds or insufficient grounds for an investigation, the Integrity Commissioner shall not conduct an investigation, or, where that becomes apparent in the course of an investigation, terminate the investigation.
- (2) Other than in exceptional circumstances, the Integrity Commissioner will not report to Municipal Council on any complaint described in subsection (1) except as part of a semi- annual or other periodic report.
4. (1) If a complaint has been classified as being within the Integrity Commissioner's jurisdiction and not rejected under section 3, the Commissioner shall investigate and in so doing, at any time may attempt to settle the complaint.
- (2) Upon receipt of a formal complaint pursuant to the Code, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation, which may include mediation, or alternatively to exercise the powers of a Commission under sections 33 and 34 of the Public Inquiries Act, 2009 as contemplated by subsection 223.4(2) of the Act.
- (3) When the Public Inquiries Act, 2009 applies to an investigation of a complaint, the Integrity Commissioner shall comply with the procedures specified in that Act and this Complaint Protocol, but, if there is a conflict between a provision of the Complaint Protocol and a provision of the Public Inquiries Act, 2009 the provision of the Public Inquiries Act, 2009 prevails.
5. (1) The Integrity Commissioner will proceed as follows, except where otherwise required by the Public Inquiries Act, 2009:
  - (a) serve the complainant and supporting material upon the Member whose conduct is in question with a request that a written response to the allegation by way of affidavit or otherwise be filed within ten business days; and
  - (b) serve a copy of the response provided upon the complainant with a request for a written reply within ten business days.
- (2) If necessary, after reviewing the written materials, the Integrity Commissioner may speak to anyone relevant to the complaint, access and examine any of the information described in subsections 223.4(3) and (4) of the *Municipal Act, 2001* and may enter any City work location relevant to the complaint for the purposes of investigation and settlement.
- (3) The Integrity Commissioner shall not issue a report finding a violation of the Code on the part of any Member unless the Member has had reasonable notice of the basis for the proposed finding and any recommended penalty and an opportunity either in person or in writing to comment on the proposed finding and any recommended penalty.
- (4) The Integrity Commissioner may make interim reports to Municipal Council where necessary and as required to address any instances of interference, obstruction or retaliation encountered during an investigation.
- (5) If the Integrity Commissioner has not completed an investigation before Nomination Day for a regular election, as set out in the *Municipal Elections Act, 1996*, the Integrity Commissioner shall terminate the inquiry on that day.

If an investigation is terminated in accordance with subsection 223.4(7) of the *Municipal Act, 2001*, the Integrity Commissioner shall not commence another inquiry in respect to the matter unless, within six weeks after Voting Day in a regular election, the complainant who made the request or the Member or

former Member whose conduct is concerned makes a written request to the Integrity Commissioner that the investigation be commenced.

- (6) The Integrity Commissioner shall retain all records related to the complaint and investigation.

#### **1.4 Integrity Commissioner Investigation - Sections 6 – 9**

6. Notwithstanding any other provisions of this Protocol, in the year of a regular election the following rules apply during the period starting on Nomination Day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996* and ending on Voting Day in a regular election, as set out in section 5 of the Act:
  - (i) there shall be no requests for an inquiry about whether a Member has contravened the Code applicable to the Member;
  - (ii) the Integrity Commissioner shall not report to the municipality about whether in their opinion, a Member has contravened the Code applicable to the Member; and,
  - (iii) the municipality shall not consider whether to impose penalties referred to in subsection 223.4(5) of the *Municipal Act, 2001*, on a Member.
7.
  - (1) The Integrity Commissioner shall report to the complainant and the Member generally no later than 90 days after the intake process has been completed and an investigation has been commenced. If the investigation process takes more than 90 days, the Integrity Commissioner shall provide an interim report and must advise the parties of the date the report will be available.
  - (2) Where the complaint is sustained in whole or in part, the Integrity Commissioner shall also report to Municipal Council outlining the findings, the terms of any settlement or recommended penalty. The City Clerk shall process the report for the next meeting of Municipal Council.
  - (3) Any recommended corrective action must be permitted in law and shall be designed to ensure that the inappropriate behavior or activity does not continue.
  - (4) Where the complaint is dismissed, other than in exceptional circumstances, the Integrity Commissioner shall not report to Municipal Council except as part of a semi-annual or other periodic report.
8. If the Integrity Commissioner determines that there has been no contravention of the Code or that a contravention occurred although the Member took all reasonable measures to prevent it, or that a contravention occurred that was trivial or committed through inadvertence or an error of judgment made in good faith, the Integrity Commissioner shall so state in the report and shall recommend that no penalty be imposed.
9. Notwithstanding any other provision of this Protocol, the Integrity Commissioner shall not make any report to Municipal Council or to any other person during the period of time starting on Nomination Day and ending on Voting Day in any year in which a regular municipal election will be held, as set out in the *Municipal Elections Act, 1996*.

#### **1.5 Municipal Council Review – Section 10**

10.
  - (1) Municipal Council shall consider and respond to the report within 90 days after the day the report is laid before it.
  - (2) Municipal Council shall not consider whether to impose sanctions on a Member, where the Integrity Commissioner makes a report to the Municipal Council regarding a contravention of the Code, during the period of time starting on Nomination Day and ending on Voting Day in a year in which a regular election will be held, as set out in the *Municipal Elections Act, 1996*.

- (3) In responding to the report, Municipal Council may vary a recommendation that imposes a penalty, subject to section 223.4, subsection (5) of the *Municipal Act, 2001*, but shall not refer the recommendation other than back to the Integrity Commissioner.
- (4) Upon receipt of recommendations from the Integrity Commissioner, Municipal Council may, in circumstances where the Integrity Commissioner has determined there has been a violation of the Code impose either of two penalties:
  - (a) a reprimand; or
  - (b) suspension of the remuneration paid to the member in respect of his/her services as a Member of Council or a local board, as the case may be, for a period of up to 90 days.
- (5) The Integrity Commissioner may also recommend that Municipal Council impose one of the following sanctions:
  - (a) written or verbal public apology;
  - (b) return of property or reimbursement of its value or of monies spent;
  - (c) removal from membership of a committee; and,
  - (d) removal as a chair of a committee.
- (6) The Integrity Commissioner has the authority to apply sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* and investigate complaints or initiate an investigation of suspected violations of the Act. If the Integrity Commissioner determines that a violation has occurred, the Integrity Commissioner may apply to a judge for determination of the questions of whether the member has contravened sections 5, 5.1 or 5.2 of the Act.

## **1.6 Confidentiality – Section 11**

- 11.(1) A complaint will be processed in compliance with the confidentiality requirements in sections 223.5 and 223.6 of the *Municipal Act, 2001* which are summarized in the following subsections.
  - (2) The Integrity Commissioner and every person acting under her or his instructions shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of any investigation except as required by law in a criminal proceeding.
  - (3) All reports from the Integrity Commissioner to Council will be made available to the public.
  - (4) Any references by the Integrity Commissioner in a semi-annual or other periodic report to a complaint or an investigation shall not disclose confidential information that could identify a person concerned.
  - (5) The Integrity Commissioner in a report to Council on whether a member has violated the Code shall only disclose such matters as in the Integrity Commissioner's opinion are necessary for the purposes of the report.