

AGREEMENT EXTENDING TERM OF THE INTEGRITY COMMISSIONER

DATED AS OF: September 4, 2018.

BETWEEN:

THE CORPORATION OF THE COUNTY OF ESSEX

(hereinafter referred to as the "Municipality")

-and-

ROBERT J. SWAYZE, BARRISTER & SOLICITOR

(hereinafter referred to as the "Integrity Commissioner")

WHEREAS the Integrity Commissioner was retained by an Agreement dated September 7, 2016, (the "Agreement") for a term expiring on September 6, 2018, which agreement is attached hereto as Schedule "A";

AND WHEREAS the parties hereto have agreed to further extend the term of the Agreement to expire on September 6, 2019.

NOW THEREFORE the parties agree as follows:

1. The parties hereto agree that the term of the Agreement is hereby extended to September 6, 2019 when it will expire unless extended further by agreement of all the parties.
2. This Agreement shall enure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns. This Agreement is not assignable by the Integrity Commissioner.

IN WITNESS HEREOF both of the parties hereto have executed this agreement as of the the 5th day of September, 2018.

SIGNED, SEALED & DELIVERED

THE CORPORATION OF THE COUNTY OF ESSEX

DATED: September 5, 2018

Per: _____

Per:: _____
Clerk

DATED:

WITNESS

Robert J. Swayze, Barrister & Solicitor

Schedule "A"

Agreement re: Integrity Commissioner

Dated: September 7, 2016

Between:

The Corporation of the County of Essex

(hereinafter referred to as the "Municipality")

-and-

Robert J. Swayze, Barrister & Solicitor

(hereinafter referred to as the "Independent Contractor")

Whereas:

1. Section 223 of the *Municipal Act, 2001*, S.O. 2001, c.25 (the "Act"), authorizes a Municipality to appoint an Integrity Commissioner, hereinafter referred to as Integrity Commissioner, who reports to Council, to investigate in an independent manner the functions assigned by the municipality with respect to
 - a. the application of the code of conduct for members of Council; and
 - b. the application of any procedures, rules and policies of the municipality governing the ethical behaviour of members of council and of local boards or of either of them;
2. in appointing an Integrity Commissioner and in assigning powers and duties to him/her, Municipality has had regard to, among other things:
 - a. the investigators independence and impartiality;
 - b. confidentiality with respect to the investigator's activities;
 - c. the creditability of the investigator's investigative process;

3. the Municipality is satisfied that the Independent Contractor has the skills and ability to meet the foregoing criteria;

Now therefore the parties agree as follows:

1. Services - The Municipality hereby retains and appoints the Independent Contractor as an Integrity Commissioner pursuant to Section 223 of the Act and the Integrity Commissioner agrees to provide such services in accordance with the Act, for and at the request of the Municipality and accepts such appointment.
2. Duties - The duties of the Integrity Commissioner shall be:
 - i. To provide written and oral advice to individual members of Council about their own situation under the Code of Conduct and other procedures, rules and policies governing the ethical behaviour of members, which advice shall be binding on the Independent Contractor.
 - ii. To provide Council with specific and general opinions and advice on the County's procedures, rules and policies regulating the conduct of members and issues of compliance with such regulations.
 - iii. To conduct inquiries within the discretion of the Independent Contractor, into a request made by County Council, a member of Council, a local board, a member of a local board or a member of the public into whether a member of Council or a member of a local board has contravened any applicable code of conduct, procedures, rules and policies governing the ethical behaviour of members.
 - iv. To determine whether a member of Council has violated any County procedures, rules and policies governing ethical behaviour and report any violation with any recommendation for sanction to Council.
 - v. To provide an annual report to Council on issues addressed, if any, including examples in general terms of advice rendered and complaints received and disposed of, by April 30 of each year, commencing with April 30, 2018, during the term of this Agreement.

contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker's Compensation (if elected to enrol), pension with respect to any amounts paid to the Independent Contractor. The Municipality assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.

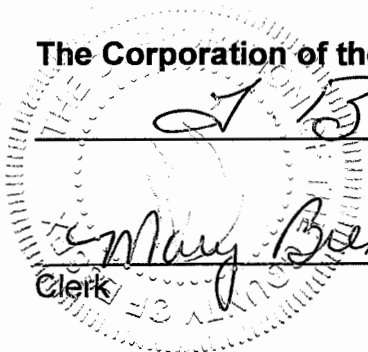
- v. Independent Contractor – The Independent Contractor is a contractor independent of the Municipality. Nothing herein shall be interpreted to create a relationship of employer/employee, partnership, franchise, agency or joint venture or other like arrangement.
- 4. Delegation – In the event the Independent Contractor determines it to be necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a member of council, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of the Independent Contractor. Invoices shall be rendered by the Independent Contractor including the cost of such delegation without mark up and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any delegates.
- 5. Binding - This Agreement shall enure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.
- 6. Indemnification - The Municipality agrees to indemnify and save harmless the Independent Contractor, 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 Independent Contractor's provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions.

7. Entire Agreement - This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matter referred to in this agreement.

In witness hereof each of the parties hereto have set its hand and seal as of this 7th day of September, 2016.

Signed, Sealed & Delivered

The Corporation of the County of Essex

A circular seal of the Corporation of the County of Essex is visible in the background. It features a central emblem surrounded by the text "THE CORPORATION OF THE COUNTY OF ESSEX" and "1854".
J. Bai
Mary Benna
Clerk

The Independent Contractor hereby accepts and agrees to the terms and conditions herein contained.

Robert J. Swayze, Barrister & Solicitor

SEPTEMBER 16, 2016
Date

[Signature]
Witness

[Signature]
Robert J. Swayze, Barrister & Solicitor