

## Schedule A to By-law 15-2026

Made and effective this [DAY] of [MONTH], 2026.

Between

**The Corporation of The Nation Municipality**  
(hereinafter referred to as the “Corporation”)

And

**Société Professionnelle LaCombe**

(hereinafter referred to as the “Integrity Commissioner”)

**WHEREAS** section 223.3 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “*Municipal Act*”), authorizes the Corporation to appoint an Integrity Commissioner who reports to Council and performs, in an independent manner, the functions assigned by the municipality under section 223.3 of the *Municipal Act*;

**AND WHEREAS** Council adopted By-law No. 19-2019 on March 18, 2019, establishing the Office of the Integrity Commissioner for the Corporation, which by-law was repealed and replaced by By-law No. 78-2025 on May 26, 2025, thereby re-establishing the Office of the Integrity Commissioner and the Complaint Protocol for the Code of Conduct;

**AND WHEREAS** the Corporation and the Integrity Commissioner entered into a service agreement dated December 14, 2020 (the “Original Agreement”) for a two-year term ending October 31, 2022;

**And whereas**, the Parties renewed the Original Agreement in 2022, under By-law number 110-2022, and in 2024, under By-law number 27-2024;

**AND WHEREAS** Council of The Nation Municipality now deems it expedient to enter into a further agreement with the Integrity Commissioner for a two-year term.

**Now therefore**, the Corporation and the Integrity Commissioner (the “Parties”) agree as follows:

### 1. Appointment

1.1. The Corporation hereby retains and appoints the Integrity Commissioner as the Integrity Commissioner for the Corporation and the latter accepts such appointment and agrees to carry out the functions and duties of the Integrity Commissioner in accordance with the *Municipal Act* and by-laws during the term of this Agreement.

### 2. Functions and Duties

2.1. The functions and duties of the Integrity Commissioner shall be:

- a) Conduct inquiries in response to a complaint regarding whether a Member of Council, Committee or Board (“Member”) has contravened the Corporation’s Code of Conduct, policies, procedures, protocols and rules relating to the Code of Conduct, or sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50;
- b) Determine whether a Member has violated any Corporation procedures, rules, or policies governing ethical behavior, and report any violation with any recommendation for sanctions to Council;
- c) At least once during the term of this Agreement, prepare and provide oral and written educational information for Members, the Corporation and the public regarding the role of the Integrity Commissioner, ethical responsibilities and responsibilities of Members under the Code of Conduct, and any other procedures, rules or policies governing their ethical behaviour;
- d) Upon written request, provide advice to individual Members regarding their ethical obligations and responsibilities under the Code of Conduct and any other procedures, rules or policies governing their ethical behaviour. This advice can include recommendations on the appropriate course of action where Members seek guidance based on specific factual circumstances;
- e) Upon written request, provide advice and recommendations to Council regarding amendments to the Code of Conduct and any other procedures, rules, or policies governing their ethical behaviour; and
- f) Prepare and deliver an annual report to Council containing a summary of activities, if any, during the previous calendar year.

### **3. Term and Renewal**

- 3.1. The term of this Agreement shall commence on January 1, 2027, and shall continue until December 31, 2028, unless terminated prior thereto in accordance with the terms of this Agreement.
- 3.2. The Integrity Commissioner’s appointment pursuant to this Agreement may be renewed for a further two (2) year term at the Corporation’s sole discretion and on the same terms of this Agreement, with the exception of Section 5, Compensation, which shall be renegotiated.

### **4. Termination**

- 4.1. The Corporation reserves the right to terminate this Agreement at its sole discretion upon providing the Integrity Commissioner with thirty (30) days’ written notice.

### **5. Compensation**

- 5.1. The Corporation agrees to pay the Integrity Commissioner as follows:
  - a) An annual retainer fee of \$6,000.00 plus HST, for the time that the Integrity Commissioner is actively carrying out his duties pursuant to subsections 2.1 c), d), e) and f), of this Agreement.

- b) The first annual retainer fee of \$6,000.00, plus HST, shall be payable on January 1, 2027. The second annual retainer fee of \$6,000.00, plus HST, shall be payable on January 1, 2028.
  - c) During the full term of this Agreement, an hourly fee of \$200.00, plus HST, for the time that the Integrity Commissioner is actively carrying out these duties pursuant to subsections 2.1 a) and b) of this Agreement.
- 5.2. The Corporation shall reimburse the Integrity Commissioner for mileage, with the exception of Section 5.3 of this Agreement, at the rate prescribed by the Canada Revenue Agency.
- 5.3. The Corporation shall not reimburse the Integrity Commissioner for mileage when he is required to travel to the Corporation's offices, located at 958 Route 500 West in Casselman Ontario.
- 5.4. Should the Integrity Commissioner require a meeting space at the Corporation's offices, the Corporation's Clerk or Chief Administrative Office shall make arrangements to provide such space at the Corporation's offices on an as needed and as available basis. In arranging such space, the Corporation may request space in an external facility if the space offered at the Corporation's offices could, in the opinion of the Integrity Commissioner, give rise to confidentiality concerns. If this is the case, the Integrity Commissioner shall make the necessary arrangements to find space in an external facility and obtain approval under Section 5.5 of this Agreement before incurring any costs.
- 5.5. The Integrity Commissioner shall not seek reimbursement from the Corporation 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 Corporation's Clerk or Chief Administrative Officer.
- 5.6. The Integrity Commissioner shall provide the Corporation with a monthly invoice detailing the hours worked and the expenses incurred for the period in question for the work performed pursuant to subsection 5.1 c) of this Agreement.
- 5.7. The Corporation shall pay the amount of any invoice submitted in accordance with this Agreement within thirty (30) days of the date of receipt.

## **6. Integrity Commissioner's Status**

- 6.1. In performing his functions and duties as Integrity Commissioner pursuant to this Agreement, it is recognized that the Integrity Commissioner is independent of the Corporation's administration and shall report directly to the Council of the Corporation.
- 6.2. The Integrity Commissioner acknowledges that he is an independent contractor and shall not be deemed an employee of the Corporation, for any purpose. The Integrity Commissioner further acknowledges that, as an independent contractor, he will not be entitled to any employment-related benefits, including such benefits that are applicable to employees of the Corporation.

- 6.3. For the purposes of the Ontario Municipal Employee's Retirement System (OMERS), the Parties acknowledge that by virtue of the Integrity Commissioner's status as an independent contractor, he will not be enrolled in OMERS and the Corporation shall not be required to contribute to OMERS in accordance with the prevailing legislation.
- 6.4. Considering the Integrity Commissioner's status as an independent contractor, the Corporation shall have no responsibility whatsoever with regarding to any income taxes or any other remittances which may be payable by the Integrity Commissioner on the fees paid under this Agreement. The Corporation assumes no obligation or liability as between the Parties to deduct or remit any statutory or government remittances.

## **7. Confidential Information**

- 7.1. During the term of this Agreement, pursuant to subsections 223.4.1(11) of the *Municipal Act*, the Integrity Commissioner is entitled to have free access to all books, accounts, financial records, electronic data processing records, reports, files and all other papers, things or property belonging to or used by the Corporation that the Integrity Commissioner believes is necessary for an inquiry.
- 7.2. The Integrity Commissioner and any delegate under section 9.2 of this Agreement 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 section 223.5 of the *Municipal Act*.
- 7.3. The Integrity Commissioner and any delegate under section 9.2 of this Agreement acknowledge that the Corporation is an institution for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.5 ("MFIPPA"). Accordingly, the Integrity Commissioner and any delegate under section 9.2 of this Agreement undertake not to disclose information subject to MFIPPA except as may be necessary in the proper discharge of their functions and duties pursuant to the terms of this Agreement and in accordance with MFIPPA and the *Municipal Act*.
- 7.4. Pursuant to subsection 223.5(3) of the *Municipal Act* and 223.5 of the *Municipal Act* prevails over MFIPPA.
- 7.5. The Integrity Commissioner and any delegate under section 9.2 of this Agreement shall comply with the Corporation's Procedure By-law in terms of personal or privilege information.
- 7.6. A disclosure to the Integrity Commissioner and any delegate under section 9.2 of this Agreement of legal advice:
- a) Shall be used only for the purpose of conducting an inquiry and not for any other purpose; and

- b) The contents or substance of such legal advice shall not be disclosed in any public report prepared by the Integrity Commissioner or any delegate under section 9.2 of this Agreement.

7.7. Section 7 of this Agreement shall survive the termination of this Agreement.

## **8. Subcontracting**

8.1. Subject to any delegation authorized pursuant to section 9.2 of this Agreement, the Integrity Commissioner shall not assign or sublet any portion of their functions and duties as Integrity Commissioner under this Agreement.

## **9. Conflicts and Delegation**

9.1. The Integrity Commissioner shall not have any conflicts of interest that would interfere with carrying out the functions and duties under this Agreement.

Without limiting the generality of the foregoing, the Integrity Commissioner specifically acknowledges that he or she

- a) Is not an employee of the Corporation;
- b) Does not have any financial interest in any matters involving the Corporation;
- c) Does not have any interest in matters before Council of the Corporation or in any work undertaken by the Corporation; and
- d) Does not have and never has had any involvement in the municipal politics of the Council of the Corporation.

9.2. If the Integrity Commissioner becomes aware of a situation where a conflict of interest could arise, the Integrity Commissioner shall advise the Corporation's Clerk and Council in writing and delegating in writing their functions and duties to conduct an inquiry, including the exercise of powers under the *Public Interest Act, 2009*, S.O. 2009, c. 33, Sched. 6, and the duty to report on an inquiry.

9.3. In making the delegation under section 9.2 of this Agreement, the Integrity Commissioner shall first satisfy themselves that the person to whom the duties are to be delegated is fully capable of carrying out these functions and duties.

## **10. Indemnification and Insurance**

10.1. Pursuant to subsection 223.3(6) of the *Municipal Act*, the Corporation agrees to indemnify and save harmless the Integrity Commissioner or any person acting under their instructions for the costs reasonably incurred by either of them in connection with the defense 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 Part V.1. – Accountability and Transparency of the *Municipal Act* or a by-law passed under it or an alleged neglect or default in the performance in good faith of the duty or authority.

10.2. The Integrity Commissioner shall, at their own expense, within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of this Agreement, and provide the Corporation with certificates of insurance showing evidence of:

a) *Automobile Liability Insurance*

Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services under this Agreement covering liability for bodily injury, death and damage to property, with a limit of not less than \$2,000,000.00, inclusive for each and every loss.

b) *Professional Liability Insurance (Errors and Omissions)*

Insurance coverage shall be obtained to a limit of not less than \$2,000,000.00. If such insurance is written on a claim-made basis, the policy shall contain a twenty-four (24)-month extended reporting period or shall be maintained for a period of two (2) years subsequent to the conclusion of services provided under this Agreement. The Corporation shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

c) *Commercial General Liability*

The Integrity Commissioner shall, at their expense obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance 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:

- i. A limit of liability of not less than \$2,000,000.00/occurrence with an aggregate of not less than \$2,000,000.00.
- ii. Add the Corporation of The Nation Municipality as an Additional Insured with respect to the operations of the Named Insured
- iii. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- iv. Non-owned automobile coverage with a limit not less than \$2,000,000.00 and shall include contractual non-owned coverage (SEF 96)
- v. Contractual Liability
- vi. Work performed on Behalf of the Named Insured by a delegate
- vii. The policy shall provide 30 days prior notice of cancellation

10.3. *Primary Coverage*

The Integrity Commissioner's insurance shall be primary coverage and not as excess of any insurance available.

10.4. The insurance as required under subsection 10.2 of this Agreement shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the Corporation's Clerk at least thirty (30) clear days before the effective date thereof. Any revisions must be submitted to the Corporation's Clerk for approval.

- 10.5. Any and all deductibles applicable to the above insurance shall be the sole responsibility of the Integrity Commissioner and the Corporation shall bear no cost towards such deductible.
- 10.6. The Integrity Commissioner shall be responsible for keeping their property and assets insured. Failure to do so shall not impose any liability on the Corporation.
- 10.7. Section 10 of this Agreement shall survive the termination of this Agreement.

## **11. General Provisions**

- 11.1. 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.
- 11.2. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed to be separate from the remainder of this Agreement to the extent of the particular circumstances giving rise to such declaration, and such provision as it applies to other persons and circumstances and the remaining terms and conditions of this Agreement shall remain in full force and effect.
- 11.3. This Agreement constitutes the entire agreement between the Parties and supersedes all previous negotiations, understandings, and agreement, whether verbal or written, with respect to any matters referred to in this Agreement.
- 11.4. This Agreement shall enure to the benefit of, and be binding on, the Parties and their successors and assigns.
- 11.5. This Agreement may only be changed or amended in writing duly executed by the duly authorized representatives of the Parties.

**In witness of the foregoing terms and conditions, the Corporation and Integrity Commissioner have executed this Agreement.**

**The Corporation of The Nation Municipality**

\_\_\_\_\_  
Name:

Title

**Société Professionnelle LaCombe**

\_\_\_\_\_  
Name:

Title