

Agreement for personal services dated November 1, 2023

B E T W E E N:

THE CORPORATION OF THE CITY OF KENORA

(the "Municipality")

- and -

Darrell Matson, Rosalie Evans and Ron Bourret

("Integrity Commissioner")

RECITALS:

- a. The Municipality is an incorporated Ontario municipality governed by the Municipal Act, 2001, S.O. 2001, c. 25, as amended.
- b. The Act requires that the Municipality appoint an "integrity commissioner"
- c. "Darrell Matson, Rosalie Evans and Ron Bourret has indicated that they are able and willing to be appointed by the Municipality as one of its Integrity Commissioners.
- d. The Parties have entered into this agreement to set out the terms and conditions of the appointment.

THIS AGREEMENT IS ENTERED in consideration of the exchange of covenants within it, and for other consideration, the receipt and sufficiency of which are acknowledged.

ARTICLE 1.00: INTERPRETATION

1.01 **Definitions:** Wherever a term set out below appears in the text of this Agreement with its initial letters capitalized, the term is intended to have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this Agreement in regular case, it is intended to have the meaning ordinarily attributed to it in the English language.

- (a) **Act** means the Municipal Act, 2001, S.O. 2001, c. 25, as amended from time to time, including successor legislation and including relevant and applicable

- Regulations passed under the authority of that legislation.
- (b) **Agreement** means this agreement, including its recitals and schedules, which form integral parts of it.
 - (c) **Event of Default** means a failure by one Party to meet its obligations under this Agreement.
 - (d) **Integrity Commissioner** means a person who is appointed by an Ontario municipality under the authority of Subsection 223.3(1) of the Act.
 - (e) **MCIA** means the Municipal Conflict of Interest Act. R.S.O. 1990, c. M.30. as amended from time to time, including successor legislation.
 - (f) **Municipality** means The Corporation of the City of Kenora, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario.
 - (g) **Parties** means both “Darrell Matson, Rosalie Evans, Ron Bourret and the Municipality.
 - (h) **Party** means either Darrell Matson, Rosalie Evans and Ron Bourret or the Municipality, as the context requires.
 - (i) The **Term** means the entire five-year period during which this Agreement is operational, as set out in Article 2.00. In the event that the Parties agree to a renewal, the definition of Term shall be deemed to be amended by adding the number of years of the renewal period.

1.02 **Construing this Agreement:** The captions, article and section names and numbers appearing in this Agreement are for convenience of reference only and have no effect on its interpretation. All provisions of this Agreement creating obligations on either Party will be construed as covenants. This Agreement is to be read with all changes of gender or number required by the context.

1.03 **Reasonableness:** Wherever any consent, agreement or approval of the Municipality or Darrell Matson, Rosalie Evans and Ron Bourret is required under the terms of this Agreement, then unless otherwise specifically mentioned, the Party acting will do so reasonably.

ARTICLE 2.00: TERM OF AGREEMENT

2.01 **Term:** The Parties agree that the Term of this Agreement is five (5) years subject to renewal and termination as provided in this Agreement.

2.02 **Renewals:** Upon its expiry, this Agreement may be renewed upon the mutual agreement of the Parties, or up to three years.

2.03 **No-Fault Termination:** Either Party may terminate this Agreement by providing six (6) months' written notice of termination to the other Party.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

3.01 **Appointment:** The Municipality will pass a by-law to appoint Darrell Matson, Rosalie Evans and Ron Bourret as one of its Integrity Commissioners.. The Parties acknowledge that there may be more than one person appointed to either or both of those roles in order for the Municipality to be sure to have a person available to assist in the event of a relevant report or complaint of alleged infraction.

3.02 **Payment for Services:** In light of the no-fault termination clause in Section 2.03 of this Agreement, Darrell Matson, Rosalie Evans and Ron Bourret will not receive an annual retainer. In the event that his/her services are required, Darrell Matson, Rosalie Evans and Ron Bourret will provide the Municipality with his/her current hourly rate for services, or he/she will provide an all-in quotation for the matter, depending on the circumstances at the time. Direct reasonable expenses and disbursements associated with the work will also be paid by the Municipality.

3.03 **Alternate Service Providers:** As set out in Section 3.01 above, the Municipality may have more than one person appointed to the Integrity Commissioner position. In those circumstances, the Municipality will contact the appointees individually to seek their relative availabilities and current pricing. The Municipality's choice of which of its service providers to use at any time is the sole choice of the Municipality.

3.04 **Integrity Commissioner Services:** Schedule Two to this Agreement contains, for ease of reference, the relevant provisions of the Act relating to investigations surrounding reports that one or more members of the council has acted contrary to the Municipality's Code of Conduct for Councilors.

3.05 **Code of Conduct:** Schedule Three to this Agreement contains, for ease of reference, the Municipality's Code of Conduct for Councilors. Each Integrity Commissioner will be provided with any amendments to the Code, from time to time, as they may be processed by the Municipality. Despite Section 4.02, updates will not require formal amendment of this Agreement.

3.06 **Approved Procedures:** Schedule Four to this Agreement contains the Municipality's approved procedures for responding to complaints.

3.07 **Service Delivery:** Darrell Matson, Rosalie Evans and Ron Bourret agrees to provide the Municipality with his/her services as an Integrity Commissioner in a diligent, prompt and efficient manner throughout the Term.

3.09 **Payment:** The Municipality agrees to pay Darrell Matson, Rosalie Evans and Ron Bourret for his/her services rendered as an Integrity Commissioner, as the case may be, upon receipt of his invoices for payment, as and when rendered.

3.10 **Delegation of Authority:** The Act permits the authority granted to Darrell Matson, Rosalie Evans and Ron Bourret to be delegated. The Parties acknowledge that this Agreement was entered based on the Municipality's faith in Darrell Matson, Rosalie Evans and Ron Bourret personal abilities. Darrell Matson, Rosalie Evans and Ron Bourret agrees not to delegate his/her authority under this Agreement without the Municipality's prior written consent.

ARTICLE 4.00: MISCELLANEOUS

4.01 **Notice:** Any notice to be given under this Agreement shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first-class mail and addressed to:

Darrell Matson
6356 Townline Rd.
Thunder Bay, ON P7G 2G8

or to the Municipality at:

City Clerk
City of Kenora
1 Main Street S
Kenora, ON P9N 3X2

Receipt of notice shall be deemed on:

- (a) the date of actual delivery of a hand delivered document; or
- (b) the Business Day next following the date of facsimile transmission; or
- (c) five (5) days following the date of mailing of the notice;

whichever is applicable. Formal notice shall not be given by electronic mail. Despite Section 4.02, either Party may change its address for notice by giving notice of change of address pursuant to this Section.

4.02 **Amendments:** No supplement, amendment or waiver of or under this Agreement (apart from amendments to notice provisions of Section 4.01) shall be binding unless executed in writing by the Party to be bound. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision unless otherwise expressly provided.

4.03 **Force Majeure/Time:** Despite anything in this Agreement, neither Party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the Party (unless such lack of control results

from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all the obligations contained in it.

4.04 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and it is agreed that there is no other understanding, whether oral or written, other than as set forth in this Agreement.

4.05 **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

4.06 **Freedom of Information:** “insert name” acknowledges that, apart from the personal information noted in Section 4.01, this Agreement is a public document.

4.07 **Independent Legal Advice:** Each Party acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Agreement.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporation(s) to the terms of this Agreement by their signatures.

THE CORPORATION OF THE CITY OF KENORA

Mayor Andrew Poirier

Heather Pihulak, City Clerk

<p>Witness to Signature of “insert name”:</p> <p>_____</p> <p>(Print name below signature)</p>	<p>_____</p> <p>“insert name”:</p>
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