

THE CORPORATION OF THE CITY OF MISSISSAUGA



**MATERIEL MANAGEMENT**

**REQUEST FOR PROPOSAL**

**Procurement No: FA.49.445-12**

**FOR**

**Appointment of an Integrity Commissioner for  
A Term of Five (5) Years**

**Closing Date: Tuesday, May 8, 2012**

**Closing Time: 2:00 p.m., Local Time**

Fee: \$50.00 non-refundable

LATE BIDS WILL NOT BE ACCEPTED

Materiel Management

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Attachment:

STANDARD INSTRUCTIONS FOR BIDDING & PROPOSING



THE CORPORATION OF THE CITY OF MISSISSAUGA  
**FORM OF OFFER**

Procurement No: **FA.49.445-12**

**Appointment of an Integrity Commissioner  
For a Term of Five (5) Years**

Closing Date: Tuesday, May 8, 2012  
2:00 P.M., Local Time

To receive consideration, all submissions must be received by the Closing Date prior to the above noted closing time. Please submit your response in accordance with the Bid Request Document (which may include: Instructions, Terms and Conditions, specifications, drawings, Standard Health and Safety Bid Terms, etc.), in the envelope provided, or, clearly marked with the procurement name and number and addressed to the Manager, Materiel Management, Corporate Services Department, The Corporation of the City of Mississauga, 300 City Centre Drive, Ground Floor, Mississauga ON L5B 3C1

**TOTAL COST TO THE CITY OF MISSISSAUGA:** \$ N/A

**This Bid Is Submitted By:**

Full Legal Name  
of Firm/Individual

\_\_\_\_\_

Name of Contact \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Email  
Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

**TO THE MAYOR AND COUNCIL OF THE CORPORATION OF THE CITY OF MISSISSAUGA:**

I \_\_\_\_\_ of the \_\_\_\_\_  
(Declarant's Name)

of \_\_\_\_\_ in the \_\_\_\_\_  
(City/Town) (Region/County)

make the following declaration on behalf of \_\_\_\_\_  
(Firm Name)

(hereinafter referred to as "the Bidder") and I have authority to make this declaration on behalf

of, and to bind the Bidder to its contents. I declare:

1. **THAT** no person, firm or corporation other than the one that is submitting this bid has any interest in this bid or in any contract that may result from this bid ("Contract").
2. **THAT** the person whose name appears above (Declarant) has the adequate and sufficient authority to bind the person, firm or corporation that is submitting this bid and that, where the bidder is a corporation, its corporate seal, if it should have one, is affixed to this bid.
3. **THAT** this bid is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a bid for the same work and is in all respects fair and without collusion or fraud.
4. **THAT** no member of the City Council, or any officer or employee of The Corporation of the City of Mississauga (the "City") is, or will become interested directly or indirectly as a contracting party or otherwise in, or in the performance of, any Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or any of the monies to be derived therefrom.
5. **THAT:**
  - a) each of the Bidder and its subcontractors and suppliers is in compliance with all municipal laws and regulations as they pertain to the City of Mississauga in respect of the operation of its business.
  - b) neither the Bidder nor any of its subcontractors or suppliers is:
    - (i) involved in judicial or arbitral proceedings against the City;
    - (ii) involved in a claim against or by the City with respect to any other contract, proposal, submission or business transaction;
    - (iii) convicted of a statutory offence relating to the City which has not been cured; or
    - (iv) related to or controlled by another person or entity to whom/which paragraph (i), (ii) or (iii) immediately above applies; or
    - (v) related to or controlled by another person or entity that is not in compliance with paragraph 5(a) above.

6. **THAT** the Bidder declares that only the subcontractors, equipment and material suppliers identified below will be used by the Bidder in respect of the performance of the Contract and the Bidder will notify the City in writing of any changes within five (5) business days.

**LIST OF SUBCONTRACTORS:**

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**LIST OF EQUIPMENT SUPPLIERS:**

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**LIST OF MATERIAL SUPPLIERS:**

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7. **THAT** the Bidder agrees that if any statement contained in Clauses #1, 2, 3, 4, 5, or 6 is untrue or incorrect, the City shall be entitled at its sole discretion to reject this bid or, if such untruth or incorrectness comes to light after the bid is accepted, to terminate or refuse to enter into, as applicable, any Contract and to pursue any other legal recourse the City deems appropriate and that such untruth or incorrectness shall be a default under the Contract.
8. **THAT** if this bid is accepted, for the duration of any Contract:
- a) the Bidder shall continue to comply with all municipal laws and regulations as they pertain to the City of Mississauga in respect of the operation of the Bidder's business and shall ensure that its subcontractors and suppliers also remain in compliance in respect of the performance of any Contract; and
  - b) the Bidder shall comply with all federal and provincial laws and regulations, as well as any applicable City of Mississauga bylaws and policies in respect of the performance of any Contract.
9. **THAT** the Bidder has satisfied itself by such means as it prefers as to the actual conditions and requirements of the work and has secured all the information necessary to submit a bona fide bid.

10. **THAT** the Bidder agrees that this offer shall continue to be open for acceptance for a period of One Hundred and Twenty (120) days from the day of closing of the bid request and that the City may at any time within that period and without prior notice accept this bid whether any other bid has been previously accepted or not.
11. **THAT** the Bidder acknowledges that failure to supply satisfactory references may result, in the City's sole discretion, in the bid being rejected by the City.
12. **THAT** the Bidder agrees that if this bid is withdrawn before the Council or Purchasing Agent of the City has considered the bids and awarded a Contract, the amount of the deposit accompanying this bid, if any, shall be forfeited to the City.
13. **THAT** the Bidder has carefully examined the locality and site(s), if applicable, of the proposed work, as well as all of the instructions, terms and conditions and specifications or other information contained in the bid request and does hereby bid and offer to enter into a Contract to do all of the work and to provide all of the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case freight, duty, exchange and sales tax in effect on the date of acceptance of the bid, and all other charges, on the terms and conditions and under the provisions therein set forth and to accept in full payment therefor the sums calculated in accordance with the actual measured quantities and prices set forth in this bid.
14. **THAT** the Bidder agrees that the issuance of an executed Contract based on this bid shall be an acceptance of this bid.
15. **THAT** if this bid is accepted, the Bidder agrees to furnish the required contract surety, WSIB Clearance and Insurance Certificate as/where required within seven (7) days after being notified so to do. In the event of default or failure on its part to do so, the Bidder agrees that the City shall be at liberty to retain the bid deposit, if any, for the use of the City, and to accept the next lowest or any bid or to advertise for new bids, or to carry out the works in any other way they deem best. The Bidder also agrees to pay the City the difference between this bid and any greater sum that the City may expend or incur by reason of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of any advertisement for new bids; and to indemnify and save harmless the City and its Mayor and Councillors, officers, employees and agents from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on the Bidder's part.
16. **THAT**, if contract surety is required, the Bidder proposes a company which is willing to become bound with the Bidder in the amount designated for the due performance and fulfilment of any Contract.
17. **THAT** a bid deposit, if required, is enclosed.
18. **THAT** a safety acknowledgement form, if required, is enclosed.
19. **THAT** the Form of Offer is enclosed. **The Bidder agrees that bids received without the Form of Offer will be automatically rejected.**

20. **THAT** the Bidder agrees that:

- if any other requested information is not included in the bid submission, the City may notify the Bidder and ask the Bidder to provide the missing information within the time period specified in the notice;
- if the Bidder fails to provide the information within the specified time period, the bid will not be considered for an award.

21. **THAT**, if the Bid Request Document includes a form of agreement that a successful bidder would be required to execute, then the Bidder agrees that, if it is the successful bidder, it will execute the agreement substantially in the form in which appears in the Bid Request Document, except for those provisions to which the Bidder has indicated its objections in its bid.

22. **THAT** the matters stated in the bid are in all respects true.

By my signature hereunder, it shall be understood that, on behalf of the Bidder as the Bidder's authorized agent, I have read, understood and agree to abide by the instructions, terms, conditions and specifications contained in this Request Document, including the Bidder Information Package and any/all Special, Standard, and/or Supplementary Instructions and/or any/all Special and/or Standard Terms and Conditions of Contract, and Addenda No. \_\_\_\_\_ to \_\_\_\_\_.

Authorized Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Please Print)

Title \_\_\_\_\_  
(Please Print)

***(Failure to sign here may result in rejection of this submission.)***

## **EXECUTIVE SUMMARY**

The Corporation of the City of Mississauga (“City”) is seeking proposals from Bidders who are interested in serving the City of Mississauga as its Integrity Commissioner. The appointment will be on a part-time, as required basis, for a term of 5 years, non-renewable.

Council adopted a “Code of Conduct for Mayor and Members of Council” (attached as Appendix A), at its meeting on September 29, 2010. The Code of Conduct is a living document intended to be amended and updated from time to time.

The Governance Committee, made up of Members of Council, has been appointed to interview candidates and evaluate responses received, facilitated by representatives from The Office of the City Clerk, Legal Services and Materiel Management. The evaluation committee will make a recommendation to Council on an individual to be appointed Integrity Commissioner.

The role of the appointed Integrity Commissioner will be to:

1. Provide educational training to City Council on matters, as requested
2. Provide advice to the Mayor and Members of Council, in respect of the Council Code of Conduct, either collectively or individually as required
3. Investigate complaints and alleged breaches of the Council Code of Conduct

Council Members have expressed a desire to have greater certainty regarding the costs of the services of an Integrity Commissioner. Preference will be given to those candidates who provide a block option, as described in greater detail in Part 4 of the Special Conditions and Article III of the Draft Professional Services Agreement. Council Members have also expressed a concern that advice provided has been too generic or vague in some cases, to be helpful. Applicants are therefore requested to provide in their responses and without breaking confidentiality, samples of the responses to requests for advice that they have provided, in a role of Integrity Commissioner, or otherwise.

The Integrity Commissioner will work independently and it is expected that the bulk of the work will be carried out at his/her workplace and will not be located on City property. However, office space at a City facility will be made available as required.

Responses to this Request for Proposals (“RFP”) will be evaluated by the evaluation committee based on criteria established in this RFP. Bidders may also be asked to attend an interview with the evaluation committee. The recommended Bidder will be requested to give a presentation to the Mayor and all members of Council.



## **SPECIAL INSTRUCTIONS FOR BIDDING AND PROPOSING**

### **1.0 The RFP Document**

This Request for Proposals document consists of the City's standard cover page and all the documentation as provided in the Table of Contents. This package, taken together is referred to as the "Request for Proposals" or "RFP".

### **2.0 Deadline for Proposal Submissions**

Bidders responding to this RFP should submit **at least one (1) original plus three (3) copies** of their complete response.

All copies of the Bidder's proposal should be submitted in a sealed envelope to:

**Attn: Manager, Materiel Management, Corporate Services Department, The Corporation of the City of Mississauga, 300 City Centre Drive, Ground Floor, Mississauga ON L5B 3C1.**

The Bidder must assume full responsibility for the delivery and deposit of the completed proposal. The City accepts no responsibility for any loss or delay with respect to proposals that are delivered to any location other than that specified.

**PROPOSALS SENT UNSEALED, BY FACSIMILE OR BY E-MAIL WILL NOT BE CONSIDERED. LATE PROPOSALS WILL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES, AND WILL BE RETURNED TO THE BIDDER, UNOPENED.**

### **3.0 Bidder Qualifications**

The qualifications that a candidate for the position of Integrity Commissioner should possess include:

- Proven impartiality and neutrality, comparable to that of a judge;
- ability to provide services on a part-time, flexible and as-needed basis without competing employment demands;
- no other involvement in political campaigning/endorsements, no political party membership and no related conflicts of interest;
- no financial interest in any other work undertaken by the City;
- an independent person, known to have high ethical standards;
- experience managing sensitive inquiries, conducting investigations and making appropriate recommendations;
- excellent communication skills;

- familiarity with investigatory procedures and applicable legal principles, particularly as they relate to evidence, legal interpretation and natural justice;
- general knowledge of and appreciation of municipal government;
- ability to interpret and apply the provisions of various statutes, regulations, policies and other enabling documents;
- impartiality, wisdom, sound judgment combined with the ability to inspire trust and confidence;
- at least 10 years of senior-level management, legal, tribunal or judicial experience with preference given to those with judicial experience.

#### **4.0 Conflict of Interest**

In addition to complying with any rules as established by a Bidder's governing body, if any, the Bidder shall declare any actual or potential conflict of interest that exists now or may exist in the future with respect to the Bidder's participation in this RFP process, and if selected, the performance of the Bidder's responsibilities pursuant to the Retainer.

The City reserves the sole right and discretion to determine whether any situation constitutes an actual or potential conflict of interest and may disqualify any Bidder on such basis.

#### **5.0 Proposal Response Format**

The City discourages overly lengthy and costly proposals; however, in order for the City to evaluate proposals fairly and completely, Bidders should follow the format set out herein and provide all of the information as requested. Bidders are encouraged to provide further details that may demonstrate the excellence of their proposals. Bidders are encouraged to provide any additional information not specifically outlined in the context of this RFP.

Bidders are asked to read these instructions and adhere to the format set out below when preparing their RFP. Failure to comply with this requirement may, solely at the City's discretion, result in the Bidder's proposal being disqualified from further consideration.

##### **Part 1 – Form of Offer**

The first part (cover page) of the Bidder's response will consist of a completed "Form of Offer" with authorizing signatures. The "Form of Offer" identifies the Bidder; confirms the number of addenda received, and includes a statutory declaration of an authorized officer of the Bidder that contains legally binding covenants about the proposal and the Bidder and an agreement to abide by the RFP's terms

## **Part 2 –Bidder Qualifications**

The second part of the Bidder's response shall discuss the Bidder's qualifications to undertake an appointment to the position of Integrity Commissioner. The Bidder shall include, at a minimum, the following information:

1. The Bidder's name, address, telephone, email, and fax number for all communication.
2. A general description of the individual's or company's business, including any specific, relevant expertise.
3. The name, title and curriculum vita of the proposed Integrity Commissioner.
4. The name, title and curriculum vita for any staff to which work may be delegated, if applicable.
5. Any error and omissions insurance coverage maintained by the Integrity Commissioner proposed to provide the services outlined herein.
6. A description of available support staff and resources, if any.
7. A declaration of all actual and potential conflict of interests that exists now or may exist in the future, together with the proposal of managing and dealing with conflict of interests (as specified in section 4.0 above).

## **Part 3 – Proposed Work Plan**

The third part of the Bidder's response shall provide detail to the following:

1. A statement acknowledging an understanding of the requirements.
2. A work plan setting out how the Bidder would ensure that the work will be assigned and performed by the appropriate staff (including any work that may be assigned to students or staff), such that quality of work, cost effectiveness and avoidance of duplication of work will be achieved. The work plan shall also set out proposed response times and any communication and co-ordination procedures that the Bidder proposes, where it is appropriate to do. A protocol for the confidential receipt and forwarding of complaints will be developed with the successful Bidder.

## **Part 4 – Proposed Fee Schedule**

One component for consideration of the responses to this RFP will be the fee structure proposed. Bidders are encouraged to provide any alternative fee structure as may be available to the City, such as block billing, per diem rates, annual caps on fees etc., in addition to hourly rates.

As such, the fourth part of the Bidder's response shall consist of:

1. The proposed fee structure and billing methods, including the proposed billing rate for the Integrity Commissioner and any other pertinent staff members;

2. Any alternative fee structures and proposed disbursement rates;
3. An undertaking that the rates proposed in the fee structure will be guaranteed for the duration of the Retainer.

All prices must be net and firm.

The Bidder will be solely responsible for any and all payments and/or deductions required, including those required for Canada Pension Plans, Employment Insurance, Workplace Safety and Insurance Board and Income Tax.

## **Part 5 – References**

The fifth part of the Bidder's response must consist of a minimum of four (4) references. Each reference should include the identity of the client organization, a contact name, address and phone number, and a brief description of the work that the Bidder has done, either as Integrity Commissioner or in a similar or complimentary role that is reflective of the qualifications listed under Part 3.

The City may contact any or all of the references provided in its evaluation of the Bidder's proposal.

Please note that the City will not accept any City staff as references from Bidders.

## **Part 6 – Draft Professional Services Agreement**

The sixth part of the Bidder's response shall indicate the Bidder's willingness to enter into a Professional Services Agreement with the City, substantially in accordance with the terms of the Draft Professional Services Agreement attached to this RFP. If a Bidder has concerns with any particular provision of the Draft Professional Services Agreement, the Bidder must clearly indicate the sections by number and propose specific replacement language that will form part of the proposal. The City will consider any modifications that may be so identified may accept or negotiate such modifications proposed.

## **6.0 Evaluation**

### **6.1 Bidder Qualifications**

Qualified Bidders are those that have relevant education, training and experience in conducting similar services and satisfy all the qualifications stated in this RFP. Relevant experience with other municipalities or other government agencies would be an asset.

### **6.2 Method**

Proposals will be evaluated on the basis of the information provided by the Bidder at the time of submission of its proposal and the evaluation criteria, as detailed below.

An evaluation committee has been established for evaluation purposes. The evaluation of all proposals received will be conducted in a structured manner, ensuring fair and consistent assessment, and selection of the successful Bidder. The process will consist of the following steps:

### **Step 1**

Proposals received by the date & time indicated will be reviewed and deviations to the requirements of this RFP will be noted and assessed. Bidders may be contacted to explain or clarify their proposals. Bidders will be notified if there are irregularities and their bid is being rejected in accordance with City policy.

### **Step 2**

Compliant proposals will be scored by the evaluation committee and ranked accordingly.

### **Step 3**

The evaluation committee may interview short-listed Bidders. No scores will be communicated to the Bidders. The interview will serve as the mechanism for further evaluation of the proposals of short-listed Bidders at an in-depth and more detailed level in order to establish a finalist. The further detailed evaluation will take into account discussions, presentations and clarifications with/by short-listed Bidders and analysis by the City, together with such other considerations as the City, in its sole discretion, deems necessary to complete its assessment of the short-listed Bidders. In responding to the questions and providing additional information, a Bidder cannot alter their original proposal.

The individual who will be recommended to Council to be appointed Integrity Commissioner will be agreed upon by the evaluation committee.

### **Step 4**

References or any other type of information that will aid the City in its selection may be obtained. The City reserves the right to consider all or any information received from all available sources, whether internally or externally obtained. The City may reject bids from further consideration based on results of reference checks. The City shall not disclose the results of said reference checks to any party outside the City.

### **Step 5**

Notification will be provided to all unsuccessful Bidders who responded to the RFP, with the names of the recommended Bidder.

## **6.3 Criteria**

The evaluation criteria may include, but is not limited to the following:

- a) the qualifications and experience of the Bidder, including results of the reference checks;
- b) the fee structure proposed, including any flexibility and creativity in cost savings;

- c) acceptance of the terms of the Professional Services Agreement, substantially in the form attached hereto.

## 7.0 Schedule of Events

The City cannot guarantee a fixed time schedule for this RFP; however, this section provides an estimate as to the time required.

<b>Advertise/Issue RFP</b>	April 13, 2012
<b>RFP Closes</b>	May 8, 2012
<b>Short Listed Interviews (if required)</b>	Week of May 22, 2012
<b>Notice of Award</b>	May 28, 2012
<b>Contract Commences</b>	Immediately upon execution of Professional Services Agreement

## 8.0 Contact for Inquiries

The City has endeavoured to provide complete, correct information and estimates to enable Bidders to properly assess and determine the scope and complexity of the work required prior to submitting proposals. Bidders are solely responsible for determining if they need more information or if anything appears incorrect or incomplete, and for contacting the person named in this RFP if they have any questions whatsoever – prior to the closing date. Clarifications requested by Bidders must be submitted in writing, and delivered by hand, sent by facsimile or by e-mail and received by the individual noted below not less than four (4) business days before the closing date for the receipt of proposals.

Any clarifications issued by the City will be in the form of an addendum. All Bidders must acknowledge receipt of all addenda received by indicating the number of addenda on the Form of Offer.

Information obtained from any source other than the individual indicated below is not official and may be inaccurate. The City will not be responsible for any verbal statement, instruction or representations.

The contact person for this RFP is:

Erica Edwards, Senior Buyer  
300 City Centre Drive, Mississauga, Ontario  
L5B 3C1  
Tel: 905-615-3200 x 5238  
Fax: 905-615-4186  
Email: [erica.edwards@mississauga.ca](mailto:erica.edwards@mississauga.ca)

The City's procurement policies and Purchasing By-law are available from the above-noted contract for inquiries or may be obtained on-line at:

<http://www.mississauga.ca/portal/business/tendersandbids>

## **PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made as of \_\_\_\_\_, 2012.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF MISSISSAUGA**

(hereinafter called the “City”)

- and -

(hereinafter called the “Integrity Commissioner”)

### **Recitals:**

WHEREAS City Council by the adoption of Resolution \_\_\_\_\_ approved the mandate of the Integrity Commissioner, authorized staff to advertise the position and determined that a review panel of three Councillors would assess qualified applicants for this position, and that \_\_\_\_\_ be appointed Integrity Commissioner for a non-renewable period of five years;

WHEREAS Section 223.3 of 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 the City wishes to retain \_\_\_\_\_ as its Integrity Commissioner under the authority of Section 223.3 of the *Municipal Act, 2001* to perform the duties and responsibilities of that office pursuant to the terms of the legislation and this 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:

## **ARTICLE I: INTERPRETATION**

### **1.1 Definitions**

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

“Advice” means a request by City Council or a Member of City Council requesting the Integrity Commissioner to provide a general or specific interpretation of a provision of the Code of Conduct that may or may not reference a particular set of facts as an example of the conduct in question;

“Agreement” means this Agreement and all schedules attached hereto;

“City Personnel” means the City, its Mayor and Councillors, officers, employees (including but not limited to the City’s Contract Manager), agents, contractors, consultants, invitees, and licensees;

“City’s Contract Manager” means the City’s Clerk, or her designate;

“Code of Conduct” means the Code of Conduct for Mayor and Members of Council adopted by the Council of the Corporation of the City of Mississauga at its meeting on September 29, 2010 set out in Resolution 0256-2010;

“Complaint” means a request by City Council, a Member of Council, a City employee or any other person asking the Integrity Commissioner to conduct an inquiry into an alleged contravention of the Code of Conduct;

“Confidential Information” has the meaning set out in Article V:

- (i) confidential, secret or proprietary information, including data, technical information, financial information, security information and plans, business information (including business plans, strategies and practices) of the City which is disclosed to or obtained by the Integrity Commissioner in connection with the fulfillment of the terms of this Agreement;
- (ii) all information related to the operations of the City upon which comes to the attention of the Integrity Commissioner in the course of carrying out the Services; and
- (iii) all data, formulae, preliminary findings, and other material developed in pursuance of the Position

but does not include any such information, which:

- (a) is or becomes publicly available;
- (b) is not subject to any pre-existing obligation of confidentiality;
- (c) are independently developed by the Integrity Commissioner outside the scope of this Agreement; or
- (d) is rightfully obtained by the Integrity Commissioner from third parties.



## **1.2 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 shall be treated in all respects as an Ontario contract.

## **1.3 Schedules**

The following are the Schedules which are attached to and form an integral part of this Agreement:

Schedule A: Scope of Services  
Schedule B: Fee Schedule

## **ARTICLE II: DUTIES**

2.1 Subject to and in accordance with the terms of this Agreement, the City retains the Integrity Commissioner to carry out the duties of the position in an independent manner, and the Integrity Commissioner agrees to assume this role and carry out the role of the Integrity Commissioner in respect of the Code of Conduct.

2.2 The Integrity Commissioner shall perform the following duties:

a) Advisory:

Upon request, provide advice to individual Members of Council regarding their ethical obligations and responsibilities under the Code of Conduct. The Integrity Commissioner may be requested to provide such advice confidentially to the Member of Council 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 where the Integrity Commissioner is requested to do so, he/she may provide advice in a general way to all Members of Council respecting the interpretation of the Code of Conduct.

b) Complaint Investigation and Adjudication:

Upon receipt of an informal or formal complaint, the Integrity Commissioner shall assess the validity of the complaint to determine if it is appropriate and within the mandate of the Integrity Commissioner to investigate any alleged contraventions of the Code of Conduct identified in the complaint. Where the Integrity Commissioner has determined that the allegations made would if substantiated constitute a breach of the Code of Conduct, and in such circumstances investigate the alleged breach.

If the Integrity Commissioner determines it is appropriate in the circumstances to initiate an inquiry under Subsection 223.4 of the *Municipal Act, 2001*, the

Integrity Commissioner shall report to and seek instructions from Council before proceeding, setting out the reasons for the investigation and providing an estimate of the expected cost and time that the investigation will require.

c) Educational:

Upon the request of Council, provide such training and written reference materials for distribution to and use by Members of Council regarding the role of the Integrity Commissioner, the obligations and responsibilities of Members of Council under the Code of Conduct and any other procedures, rules and policies governing or related to the matters covered by the Rules in the Code of Conduct. In this respect, the Integrity Commissioner may also be requested to prepare or edit written materials and content for the City's website or otherwise for distribution to or used by the public to aid them in their understanding of the role of the Integrity Commissioner and of the meaning of the Code of Conduct.

The Code of Conduct is a living document and the Integrity Commissioner shall prepare and deliver an annual report to Council containing a summary of his/her activities during the calendar year and provide advice and recommendations to Council regarding amendments to the Code of Conduct and any other procedures, rules or policies governing the matters addressed by the Rules in the Code of Conduct.

d) Clarification or Withdrawal:

If the Integrity Commissioner is unclear about the substance of a request for advice, or if the Integrity Commissioner is unclear as to whether a request received from a Member of Council is a request for advice or a request for an investigation, then before commencing work on the matter, the Integrity Commissioner will first seek clarification from the Member of Council who referred the matter. Likewise, if as a result of any action taken by the Integrity Commissioner the Member of Council who referred the matter believes the action is not what was intended, then the Member of Council may provide clarification to the Integrity Commissioner or may withdraw his or her request to provide advice or to conduct an investigation, whichever the case may be.

e) Report to Council:

The Integrity Commissioner is responsible for performing the duties set out in this section independently, and shall report directly to Council in respect of all such matters. The Integrity Commissioner shall file an annual report to City Council respecting the advice, education and investigations carried out in the previous year, and developments or recommendations of significance related to the role of the City's Integrity Commissioner.

- 2.3 The Integrity Commissioner shall provide electronic copies of his/her report to the City Clerk who shall be responsible for ensuring distribution to all Members of Council, except for matters received as confidential fact-specific requests from individual Members of Council, in which case the Integrity Commissioner shall correspond directly with that Member of Council.

- 2.4 The Integrity Commissioner shall not provide advice of any kind to persons contemplating filing a complaint or to persons seeking assistance in initiating the complaint procedure.
- 2.5 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. The City shall consult with the Integrity Commissioner prior to changing the duties. 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.
- 2.6 The City may at any time by notice in writing to the Integrity Commissioner, suspend or terminate this Agreement and the duties there under 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.
- 2.7 The Integrity Commissioner may at any time by 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.
- 2.8 The Integrity Commissioner shall perform the duties in an independent, professional and consistent manner, in compliance with all applicable laws and expeditiously to meet the requirements of the City. The Integrity Commissioner may in writing, delegate certain duties, including the exercise of powers under the *Public Inquiries Act* and the duty to report on an inquiry, in situations where the Integrity Commissioner has provided advice to an individual Member of Council respecting the same matter that is the subject of a request for an investigation or where the Integrity Commissioner has an actual or apparent conflict of interest.
- 2.9 The Integrity Commissioner shall complete any portion of the duties in such order as the City may require, and shall provide a status report to Council through the City Clerk from time to time as required or requested by Council. The parties acknowledge and agree that the Integrity Commissioner shall make all reports to Council using the proper administrative reporting procedures as directed by the City Clerk, whose role it is to transmit such reports to Council.
- 2.10 The City shall provide public access to the Code of Conduct through its website. The City shall also provide information about the Code 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 City Clerk

for consideration. Review of website content does not constitute part of the Integrity Commissioner's duties.

- 2.11 The Integrity Commissioner recognizes and agrees that he or she has been selected by the City to perform the duties based on the unique qualifications of the individual for this position. Any delegation of the duties by the Integrity Commissioner will be subject to approval of Council, which approval should not be unreasonably withheld, provided that the proposed delegate has the qualifications, experience and expertise necessary to perform the duties to the same standard as the Integrity Commissioner.
- 2.12 The Integrity Commissioner acknowledges and advises that he or she does not have any conflicts of interest that would interfere with carrying out the duties under this Agreement and that he or she shall be impartial and neutral and shall perform all duties skilfully, competently, independently and in accordance with all applicable law.

### **ARTICLE III: FEES & PAYMENT**

- 3.1 The City shall pay the Integrity Commissioner a retention fee of \$ \_\_\_\_\_ per year to be paid at the commencement of each year of the retainer. The retention fee shall serve as payment for responding to all telephone or email Councillor inquiries that do not require the Integrity Commissioner to conduct any or extensive research, and can be responded to in less than one hour.
- 3.2 The City shall pay the Integrity Commissioner a block fee of \$ \_\_\_\_\_ per education session, including preparation and attendance of up to three hours at a meeting of Council. It is anticipated that the Integrity Commissioner will be called upon to provide two educational sessions per year, one of which will be to review the Integrity Commissioner's Annual Report that will be produced in accordance with Subsection (c).
- 3.3 For the performance of the remaining duties under this Agreement, the City shall pay the Integrity Commissioner an hourly rate of \$ \_\_\_\_\_, to be billed monthly.
- 3.4 The City shall reimburse the Integrity Commissioner for the following expenses at the rates that apply to City staff, presently being:

Monthly rate for mileage:

\$0.52 per km - up to 600 km

\$0.46 per km - over 600 km

Long-distance telephone

Fax

Photocopying:

\$0.15 per page

Other disbursements at cost (receipts required)

Reasonable research and administrative costs will be reimbursed at the rates of \$\_\_\_\_\_ per hour for administrative assistants and \$\_\_\_\_\_ per hour for research assistants.

- 3.5 Should the Integrity Commissioner require a meeting space at the City during the course of an investigation, the City will provide such space in a City facility on an as needed and as available basis. 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 for confidentiality concerns and the City will make all reasonable efforts to accommodate such requests in a timely fashion.
- 3.6 Any reports prepared by the Integrity Commissioner shall be provided to the City Clerk who will be responsible for printing and distributing the Integrity Commissioner's report at the expense of the City.
- 3.7 The Integrity Commissioner shall submit invoices for services performed to the City Solicitor who will be responsible for processing such expenses for payment. If the City Solicitor refuses to authorize any expense requested by the Integrity Commissioner and contemplated by this Agreement, the Integrity Commissioner shall have the right of appeal directly to the CAO and City Manager. The Integrity Commissioner shall have the option of appealing any subsequent decision to refuse payment directly to Council and any decision by Council shall be final and binding on the Integrity Commissioner.
- 3.8 The Integrity Commissioner shall not seek reimbursement from the City for any costs incurred by him or her which are not specifically set out in this agreement, unless such costs are pre-authorized in writing by the CAO and City Manager.
- 3.9 The City shall pay the amount of any invoice submitted in accordance with this Agreement within 30 days of the date of receipt.
- 3.10 Where duties are delegated with approval of Council, the Integrity Commissioner shall be reimbursed for costs of the delegate to an amount not exceeding the permitted hourly rate of the Integrity Commissioner.

#### **ARTICLE IV: AUDIT**

#### **4.1 Reviewing Records**

- 4.1.1 If requested by the City, the Integrity Commissioner shall make available to the City such time sheets, accounts, records, receipts, vouchers and other documents as the City Solicitor considers necessary for the purpose of substantiating the Integrity Commissioner's invoices.
- 4.1.2 The City may, at any time and from time to time during the term of this Agreement and seven (7) years following its termination or expiry, audit and inspect the Integrity Commissioner's accounts, records, receipts, vouchers, records of accessible customer service training (if applicable), and other similar documents relating to performance of the Duties and this Agreement and shall have the right to make copies thereof and take extracts therefrom.
- 4.1.3 The Integrity Commissioner shall make available to the City the materials referred to in this section 4.1 in order that the City may carry out audits and inspections as provided in this section 4.1 and shall furnish the City and its authorized representative with all such information as the City or such representatives may from time to time require with reference to such materials. The Integrity Commissioner shall furnish such materials to the City within such timeframe as reasonably required by the City. Without limiting the generality of the foregoing, the Integrity Commissioner shall furnish any required records of accessible customer service training to the City within ten (10) business days of the City's request, unless otherwise agreed upon by the City.

#### **ARTICLE V: CONFIDENTIALITY**

- 5.1 During the term of this Agreement, pursuant to Subsection 223.1 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.
- 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 his or her 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 provision of Subsection 223.5(1) of the *Municipal Act, 2001*.
- 5.3 Pursuant to Subsection 223.5(3) of the *Municipal Act, 2001*, Subsection (a) prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.
- 5.4 Where the Integrity Commissioner reports to the City that in his or her opinion a Member of Council 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 or of

the *Criminal Code of Canada*, the Integrity Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry 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.
- 5.7 In the event the Integrity Commissioner believes access is required to files and documents for which solicitor-client privilege is claimed, the Integrity Commissioner shall discuss such request with the City Solicitor and, if in the opinion of the City Solicitor, such request needs to be discussed with City Council, then the direction of City Council will be sought by the City Solicitor, with the exclusion of the Member(s) of Council, if any, under investigation.
- 5.8 Upon receipt of a formal complaint pursuant to the Code of Conduct, 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 or alternatively to exercise the powers of a Commission under Parts I and II of the *Public Inquiries Act*, as contemplated by Subsection 223.4(2) of the Act.
- 5.9 Upon receipt of a formal complaint pursuant to the Code of Conduct, the Integrity Commissioner will first determine whether the complaint is invalid by virtue of the reason that the Integrity Commissioner determines the complaint to be
- a) outside of the jurisdiction of the Integrity Commissioner;
  - b) frivolous or vexatious;
  - c) made in bad faith or without substance; or
  - d) insufficient basis to conduct an investigation, including not relevant to the objectives of the *Municipal Act, 2001*, the Council Code of Conduct or in the public interest;

Where the Integrity Commissioner so determines, he or she shall report the nature of the formal complaint and the reason for not investigating to City Council.

- 5.10 If the Integrity Commissioner is satisfied that a formal complaint regarding a Member of Council does not contain sufficient information to set out in a *prima facie* contravention of the Code of Conduct, the Integrity Commissioner shall stay any inquiry into the complaint. The Integrity Commissioner shall notify the complainant that the matter is stayed and provide an opportunity for the complainant to provide additional information to allow the Integrity Commissioner to determine whether there has been a possible contravention of the Code of Conduct. Where satisfied that the information sets out a *prima facie* contravention of the Code of Conduct, the Integrity Commissioner shall lift the stay and conduct the inquiry and where not satisfied, the Integrity Commissioner shall file a report setting out that decision.
- 5.11 If the Integrity Commissioner is satisfied, after considering the information contained in the complaint and any other relevant information, that a complaint regarding a Member of Council is frivolous, vexatious or not made in good faith, or where the complaint is not within the mandate of the Integrity Commissioner, he or she shall not conduct an inquiry.

Where this becomes apparent in the course of an inquiry, the Integrity Commissioner shall terminate the inquiry and prepare and file a report to Council.

## **ARTICLE VI: INSURANCE & INDEMNITY**

### **6.1 Insurance**

- 6.1.1 During the term of this Agreement, the Integrity Commissioner shall procure and maintain errors and omissions insurance of not less than \$1 million.
- 6.1.2 The insurance as required under subsection 6.1.1 shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the City at least sixty (60) clear days before the effective date thereof. Any revisions must be submitted to the City's Contract Manager for approval.
- 6.1.3 The Integrity Commissioner shall provide the City with a certificate of insurance indicating compliance with this section 6.1 upon execution of this Agreement.

### **6.2 General Indemnity**

- a) The Integrity Commissioner shall, both during and following the term of this Agreement, save harmless and fully indemnify the City and City Personnel from and against all costs, actions, suits, claims, and demands whatsoever which may be brought against or upon the City and/or any of the City Personnel as a result of, or that arise from or are in any way incidental to, the misconduct of the Integrity Commissioner and/or Integrity Commissioner Personnel, or the failure to perform, or the failure to exercise reasonable care, skill or diligence in the performance of this Agreement by the Integrity Commissioner and/or the Integrity Commissioner Personnel.
- b) The City will save harmless and fully indemnify the Integrity Commissioner, both during and following the term of this Agreement, from and against all costs, actions, suits, claims, demands whatsoever incurred in the course of actions taken within the terms of the Duties described in Article II herein.

### **6.3 Intellectual Property Indemnity**

- 6.3.1 The Integrity Commissioner shall defend, at its expense, any action brought against the City and/or any City Personnel to the extent that the action is based on a claim that any of the Services or deliverables provided by the Integrity Commissioner or any part thereof infringes any third-party's intellectual property rights including, without limiting the generality of the foregoing, copyright, trade secret, patent or industrial design rights and the Integrity Commissioner shall indemnify and hold the City and City Personnel harmless with respect to all resulting court costs, damages or settlements awarded against the City and/or City Personnel provided that:



- a) the City promptly notifies the Integrity Commissioner of any matter in respect of which the foregoing may apply and of which the City has knowledge;
  - b) the Integrity Commissioner has sole control over the defence, settlement or compromise of any such action as long as such defence, settlement or compromise does not place any liability or obligation on the City; and
  - c) the action is not over any content or data provided to the Integrity Commissioner by the City.
- 6.3.2 If any of the Services or deliverables or any part thereof becomes, or in the Integrity Commissioner's opinion are likely to become, the subject of a claim based on an alleged infringement or breach as aforesaid, the Integrity Commissioner may, at its expense and option, with prior written notice to the City do one of the following:
- a) modify the applicable part of the Services or deliverable so that there is no longer any infringement or breach, provided that such modification does not adversely affect the functional capabilities of the Services or deliverable as set out herein or Change Order;
  - b) procure for the City the right to continue to use the applicable part of the Services or deliverables; or
  - c) substitute for the applicable part of the Services or deliverables with other components having a capability equivalent to the replaced part of the Services or deliverables which would satisfy the Integrity Commissioner's obligations as set out herein.

## **ARTICLE VII: TERM & TERMINATION**

- 7.1 This agreement shall be effective on \_\_\_\_\_ 2012 and expire \_\_\_\_\_ 2017 unless otherwise terminated in accordance with the terms of this Agreement or by mutual agreement of the City and the Integrity Commissioner in writing.
- 7.2 To best ensure independence, the term of this Agreement shall not be extended or renewed.
- 7.3 The City retains the right to consider early termination of this Agreement in the event that the Association of Municipalities of Ontario (AMO) or the municipalities within the Region of Peel opt to consider an integrated model to fill the role of Integrity Commissioner at a future time.
- 7.4 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 City 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.

- 7.5 The Integrity Commissioner shall retain all other records and documentation relating to his or her duties for a period of seven years following termination of this agreement and then shall dispose of such records in a secure fashion of by utilizing the City's Corporate Records Management Program.
- 7.6 Subject to the *Municipal Freedom of Information and Protection of Privacy Act* and subject to any other legislative requirement and the provisions of this Agreement, both during and after the term of this Agreement, the Integrity Commissioner shall not publish or issue any information respecting his or her duties under this Agreement without the prior written consent of the City's Council.

## **ARTICLE VIII: REPRESENTATION & WARRANTIES**

### **8.1 Integrity Commissioner's Representation & Warranties**

The Integrity Commissioner represents and warrants to and in favour of the City and acknowledges that the City is relying thereon as follows:

- 8.1.1 The Integrity Commissioner has full power and authority and has obtained all necessary approvals to execute, deliver and perform this Agreement.
- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 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 Integrity Commissioner specifically acknowledges that he or she:
- a) is not an employee of the City;
  - b) does not have a financial interest in any matters involving the City;
  - c) does not have an interest in matters before City Council or in any work undertaken by the City;

d) does not have and never has had, any involvement in the municipal politics of the City of Mississauga.

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

8.1.6 The Services, including any deliverables to be completed under this Agreement, may contain or be derived from portions of materials provided by third-party suppliers and service providers under license to the Integrity Commissioner. The Integrity Commissioner represents and warrants to the City that it has the full and unencumbered right to grant to the City such materials either through ownership or license, including updates, modifications of and/or enhancements thereto, and that the ownership, license to and use of such materials by the City in accordance with the terms of this Agreement will not violate the terms of its agreements with its third-party suppliers and service providers.

## **8.2 Termination for Breach of Representations & Warranties**

The Integrity Commissioner acknowledges and agrees that the representations and warranties provided in section 8.1 are ongoing obligations owed to the City during the term of this Agreement. Subject to section 8.3, the City may terminate this Agreement immediately if, in its sole discretion, a breach of any of the provisions in section 8.1 is found.

## **8.3 Conflict of Interest**

8.3.1 If the Integrity Commissioner becomes aware of a situation where a conflict of interest could arise, the Integrity Commissioner shall:

- a) advise the City Manager immediately in writing of the nature of the conflict;
- b) refrain from conducting any further investigation or providing advice on the matter at issue until further direction is given by the City Manager in accordance with section 8.3.2.

8.3.2 Upon receipt of a notice in writing from the Integrity Commissioner in accordance with section 8.3.1, the City Manager may:

- a) terminate this Agreement in which case Article VII would apply; or
- b) request the Integrity Commissioner to remove himself or herself 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 City Clerk as soon as possible. In that case, the City Manager 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 City Manager deems appropriate.

## **ARTICLE IX: GENERAL**

### **9.1 Not an Employee**

The Integrity Commissioner is appointed pursuant to Subsection 223.1 of the *Municipal Act, 2001* as such as is responsible for performing the duties under this Agreement in an independent manner. The Integrity Commissioner may be identified publicly as the City of Mississauga's Integrity Commissioner however the Integrity Commissioner in an independent contractor and shall not be considered at any time to be an agent or employee of the City.

### **9.2 Notice**

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 by facsimile transmission 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 facsimile transmission or email, when transmitted (if received before 4:30pm local time at the recipient's office or failing which on the next business day).

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

City of Mississauga  
Office of the City Clerk

Attention: Crystal Greer  
Tel: (905) 615-3200 ext. 5419  
Fax: (905)  
Email: crystal.greer@mississauga.ca

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

[INTEGRITY COMMISSIONER'S NAME & ADDRESS]

Attention:  
Tel:  
Fax:  
Email:

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

**9.3 No Amendment**

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

**9.4 Waiver of Breaches**

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.

**9.5 Severability of Provisions**

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.

**9.6 Entire Agreement**

This Agreement, the RFP and any addendum issued, any Change Order and purchase order issued by the City, and the Integrity Commissioner's proposal in response to the RFP constitute 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.

**9.7 Survival**

Articles 4, 5, 6, and sections 7.2 and 7.3 shall survive upon termination of this Agreement.

**9.8 Time**

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

**9.9 Further Assurances**

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.

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 ask as arbitrator who is 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.

IN WITNESS WHEREOF the City and the Integrity Commissioner have executed this Agreement.

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

**THE CORPORATION OF THE CITY OF  
MISSISSAUGA**

\_\_\_\_\_  
Name: Hazel McCallion  
Title: Mayor

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

**THE CORPORATION OF THE CITY OF  
MISSISSAUGA**

\_\_\_\_\_  
Name: Crystal Greer  
Title: City Clerk

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

\_\_\_\_\_  
Name:  
Title: Integrity Commissioner

**SCHEDULE A**

**THE SERVICES**

**[Outline the scope of the services, make any references to proposals/RFP etc. as required]**

**SCHEDULE B**

**FEE SCHEDULE**

**[To be inserted]**