



# Agenda

## Parks & Recreation Committee

Chair: Councillor Lafreniere  
Tuesday, October 15, 2024  
Council Chambers  
6:00 p.m.

(This meeting is live streamed on the [City's YouTube page](#) or it can be viewed on YourTV Community Channel 12)

1. **Land Acknowledgement**
2. **Call to Order**
3. **Disclosure of Pecuniary Interest & General Nature Thereof**
4. **Approval/Amendment of Meeting Agenda**
5. **Approval of Minutes**
  - Parks & Recreation Committee – September 17, 2024
6. **Business Arising from Minutes**
7. **Presentations/Delegations**
  - a. Pembroke Pickleball Introduction – J. Durocher  
*As presented by: Sandra Keon and Donna Stokell, Members of the Pembroke Pickleball Club*
8. **New Business**
  - a. Integrity Commissioner Contract Extension – V. Charbonneau
9. **Adjournment**

# Draft Parks and Recreation Committee Meeting Minutes

Council Chambers  
Pembroke, Ontario  
September 17, 2024  
6:00 p.m.

## 1. Land Acknowledgement

## 2. Call to Order

### Present:

Councillor Lafreniere, Chair  
Mayor Gervais  
Deputy Mayor Abdallah  
Councillor Kuehl  
Councillor Plummer  
Councillor Purcell

### Regrets:

Councillor Jacyno

### Also Present:

David Unrau, Chief Administrative Officer  
Victoria Charbonneau, Municipal Clerk  
Jordan Durocher, Director of Parks and Recreation  
Brian Lewis, Director of Operations

The Chair called the meeting to order at 6:00 p.m.

## 3. Disclosure of Pecuniary Interest and General Nature Thereof

There were no declarations of pecuniary interests disclosed.

## 4. Approval/Amendment of Meeting Agenda

### Motion:

Moved by Deputy Mayor Abdallah  
Seconded by Councillor Plummer

That the agenda of the Parks & Recreation Committee meeting of September 17, 2024, be approved as amended.

### Carried

## 5. Presentations/Delegations

- a. Parks & Recreation Master Plan Presentation Introduction  
Mr. Kevin Lee and Kim Goodman of K.A. Community Consulting were in attendance to present the final Parks & Recreation Master Plan document.
- b. Transportation Master Plan (TMP) Update Presentation

Mr. Kevin Jones from Paradigm Transportation Solutions Limited, the consulting firm that was awarded the project study, was in attendance to provide a presentation and answer any questions Committee may have on the recommendations provided in the draft report.

**6. New Business**

a. Parks & Recreation Master Plan

Mr. Durocher presented the report.

**Motion:**

Moved by Councillor Purcell

Seconded by Councillor Kuehl

That the Parks and Recreation Committee recommend Council of the City of Pembroke adopt the Parks & Recreation Master Plan by K.A. Community Consulting as a guiding document for the Parks & Recreation Department by defining key strategies, subject to staffing capacities and annual budget approval.

**Carried**

**7. Adjournment**

**Motion:**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Kuehl

That the September 17, 2024, meeting of the Parks & Recreation Committee adjourn at 7:25 p.m.

**Carried**



# Committee Report

**To:** Councillor Patricia Lafreniere  
Parks and Recreation Committee

**From:** Jordan Durocher  
Parks and Recreation Department

**Date:** 2024-10-15

**Re:** **Pickleball Introduction**

**Recommendation:**

This presentation is provided for information purposes.

**Background:**

Sandra Keon and Donna Stokell are in attendance this evening. They are members of the Pembroke Pickleball Club and are here to present their information about Pickleball to members of Council.

**Financial Implications:**

There are no financial implications associated with this report.

**Attachments:**

Presentation.

Respectfully submitted,

Jordan Durocher  
Director of Parks and Recreation

David Unrau  
Chief Administrative Officer



# Pembroke Pickleball Club

City of Pembroke Parks and Recreation  
Presentation: October 15, 2024



# Pembroke Pickleball Club

## **Mission**

To promote the sport of pickleball in Pembroke and area as a fun, healthy, recreational and competitive activity played year round through providing affordable play for all skill levels.

## **Vision**

The Pembroke Pickleball Club's members are physically active and help create a healthy community by using pickleball as recreation, as a sport, and as a wholesome way to meet and interact with people.

## **Values**

The Pembroke Pickleball Club values physical, mental and social health, openness, fairness, inclusivity, ethical behaviours both on the court and in all Club activities.



Pembroke  
Pickleball  
Club

# Pickleball?

- Pickleball began in USA in 1965
- Combines elements of tennis, badminton and table tennis
- Game can be played singles, doubles, indoors or outdoors, with a perforated plastic ball
- Played on a court which is 6.10m (20') wide by 13.41m (44') long
- Portable or permanent net options



# Pembroke Pickleball Club

## Pickleball in Canada?

- Pickleball has been gaining popularity in Canada
- A survey conducted by Pickleball Canada (2022) 1 million Canadians playing tripling number in 2020 (350,000)
- Popularity with older adults typically playing during the week
- Age group showing fastest growth aged 16-34 (26% growth in 2022 over 2020)
- In this survey: anecdotal reports indicate a need for more facilities , instruction, organized play all across Canada





**Pembroke  
Pickleball  
Club**

## **Pickleball in Pembroke**

- 2015 Pembroke Pickleball Club started informally supported by City of Pembroke at Kinsmen Courts
- 2019 play indoors at Champlain Discovery School, bank account and adopted bylaws
- Post COVID started playing indoors at Pembroke Pentecostal Church; 2 shorter than regulation courts
- Growth: 40 members (2015) 100 indoor members (2024) (at capacity space/time available)



Pembroke  
Pickleball  
Club

## Utilization?

Indoor utilization: winter play

March 24- March 30 , 2024

28 sessions 253 played ( Pembroke Tabernacle Church: (2)smaller than regulation courts, Zion Church: (2) smaller than regulation courts and Jean Lajoie School (3) regulation courts (multi use gym many lines)

Outdoor/ indoor use summer play (Pembroke only)

June 30-July 6, 2024)

17\* sessions , 122 played :outdoor weather dependent and court conditions a deterrent ( includes only venues used by Pembroke Club)



# Pembroke Pickleball Club

## **Kinsmen Immediate issues**

- Kinsmen pressing issues: poor drainage, huge puddles when rains
- Courts cracking, cracks widening; Cracking will become safety risk (tripping/balance especially for senior players)
- Surface itself deteriorating, no longer true ball bounce, asphalt has many large “pocks”
- Immediate asks: resurface existing footprint



# Pembroke Pickleball Club

- Work with Parks and Recreation( City Of Pembroke) on any opportunities focused on seniors health/activation eg. grant applications to maintain and upgrade Kinsmen courts and grow pickleball in community
- Define Club's role in City's Master Plan for recreation (Pickleball's growing demand) and facilities planning (indoor and outdoor)



Pembroke  
Pickleball  
Club

### **Club Ask**

Resurfacing of present Kinsmen court contingent on a recommendation to City that resurfacing is advisable (geotechnical assessment)

Estimated surface for repaving 10,000 sq feet: ideally could include sloping away from courts

Estimated costs (quoted x1) \$35,000

# Website

Visit us!



**It's a great day to  
have fun with friends  
at the Pembroke  
Pickleball Club!**

As a club we are extremely excited to be launching a Pembroke Pickleball Club Website.

This tool will provide members with quick access to important materials and the public with information about our Club and its offerings. It is hoped you will enjoy navigating through the site

AA  pembrokepickleballclub.ca 

# Questions?



**Pembroke  
Pickleball  
Club**

Email: [pembrokepickleball@gmail.com](mailto:pembrokepickleball@gmail.com)

Website: [www.pembrokepickleballclub.ca](http://www.pembrokepickleballclub.ca)





# Committee Report

**To:** Councillor Patricia Lafreniere  
Parks and Recreation Committee

**From:** Victoria Charbonneau  
Municipal Clerk

**Date:** 2024-10-15

**Re:** Integrity Commissioner Contract Extension

**Recommendation:**

That Committee endorse a three-year contract extension to December 31, 2027 for Integrity Commissioner and Closed Meeting Investigator Services for the municipality with Cunningham Swan Carty Little & Bonham LLP.

**Background:**

In accordance with Bill 68 municipalities are required to appoint an integrity commissioner and expanded the role of the Integrity Commissioner. Section 223.3 of the *Municipal Act, 2001*, as amended provides authorization to a municipality to appoint an integrity Commissioner who reports to council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to any or all of the following:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.
2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board governing the ethical behaviour of members.





6. Requests from members of council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.

7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the Municipal Conflict of Interest Act.

In November 2018 by-law 2018-53 was passed, authorizing the execution of an integrity commissioner/closed meeting investor services agreement between Cunningham Swan Carty Little & Bonham LLP and the City of Pembroke (Appendix A). The term of the contract was for three years from 2019 to 2022. In March 2022 by-law 2022-25 (Appendix B) was passed, being a by-law to enter into an amending agreement with Cunningham Swan Carty Little & Bonham LLP for an additional three-year term, ending January 1, 2025.

#### Discussion

As per the amended agreement under section 5, the city has the option to extend the current contract for a three-year period. Staff recommends proceeding with the three-year extension to provide consistency for the remainder of the current term of Council and allowing a one year buffer for the new term of Council. As outlined in section 12 of the original agreement (Appendix A) Cunningham Swan Carty Little & Bonham LLP (herein after referred to as the consultant) provides the review/amending of a Code of Conduct for Council, Local Boards and Committees, a Council-Staff Relations Policy and Training for new Council and staff (after municipal elections process is complete). The above noted specialized municipal legal services outline a set cost with the opportunity to cost share with other municipalities in the county who also enlist the services of the consultant as Integrity Commissioner and Closed Meeting Investigator.

#### Alternatives Considered

Should council elect not to renew the agreement extension, staff will need to be directed to engage in a Request for Proposal of Services process (with a short timeframe as the current agreement expires January 1, 2025).

#### **Financial Implications:**

The consultant does not require an annual retainer and provides service on an as needed basis. The continuance of current cost structure and terms of the agreement to provide Integrity Commissioner and Closed Meeting Investigator services remain the same as in the original agreement. As per section 10. of the original agreement, \$295 per hour (plus applicable taxes) is the cost of service.



**Strategic Plan Impact:**

Partnerships developed and maintained with other municipalities and organizations.

**Attachments:**

By-law 2018-53 – Appointment of Integrity Commissioner and Closed Meeting Investigator

By-law 2022-25 – Authorize Amending Agreement with Cunningham Swan Carty Little and Bonham LLP for Integrity Commissioner and Closed Meeting Investigator Services

Respectfully submitted,

Victoria Charbonneau  
Municipal Clerk

David Unrau  
Chief Administrative Officer

The Corporation of the City of Pembroke

By-Law Number 2018-53

**A By-law to appoint an Integrity Commissioner and Closed Meeting Investigator**

**Whereas** the Municipality is authorized pursuant to Subsection 223.3 of the *Municipal Act, 2001* (the *Act*), as amended, to appoint an integrity commissioner (the "Integrity Commissioner") who has the function to investigate in an independent and confidential manner, a complaint made to him or her by any person, as to whether a member of council or a member of a local board has complied with the Code of Conduct or other ethics-related policies, rules or procedures, and to report on the investigation;

**Whereas** the Municipality is authorized, pursuant to Subsection 239.2 of the Act to appoint an investigator who has the function to investigate in an independent and confidential manner, a complaint made to him or her by any person as to whether council has complied with the Act with respect to a closed meeting, and to report on the investigation;

Whereas the Municipality intends that the Integrity Commissioner shall exercise all powers available at law once such powers are available, this contract shall empower the Integrity Commissioner to act in accordance with the amendments to the Act under the terms of this contract after March 1, 2019 without further amendment to this contract;

Whereas the Consultant has represented, and the Municipality is satisfied, that the Consultant has the skills and abilities necessary to perform the role of the Integrity Commissioner and Closed Meeting Investigator;


Whereas the Municipality wishes to retain the Consultant as an independent Integrity Commissioner and Closed Meeting Investigator for the Municipality;

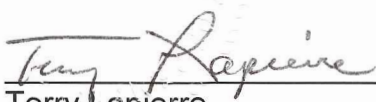
**Now Therefore** the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That Tony Fleming is hereby appointed Integrity Commissioner and Closed Meeting Investigator for the City of Pembroke effective January 1, 2019 for a three-year term.
2. That the Mayor and CAO/Clerk are authorized to enter into the Professional Services Agreement, attached as Schedule A and forming part of this by-law.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and Enacted**

**This 20<sup>th</sup> Day of November 2018**

  
\_\_\_\_\_  
Michael LeMay  
Mayor

  
\_\_\_\_\_  
Terry Lapierre  
Chief Administrative Officer/Clerk

## Integrity Commissioner/Closed Meeting Investigator Services

This Agreement dated this 20<sup>th</sup> day of November 2018.

Between:

The Corporation of the City of Pembroke (hereinafter referred to as the "City")

and

Cunningham Swan Carty Little & Bonham L.L.P. (hereinafter referred to as "the Consultant")

**Whereas** the City is authorized, pursuant to Subsection 223.3 of the Municipal Act, 2001 (the Act), as amended, to appoint an integrity commissioner (the integrity Commissioner") who has the function to investigate in an independent and confidential manner, a complaint made of him or her by any person, as to whether a member of council or a member of a local board has complied with the Code of Conduct or other ethics-related policies, rules or procedures, and to report on the investigation.

**And Whereas** the City is authorized, pursuant to Subsection 239.2 of the Act to appoint an investigator who has the function to investigate in an independent and confidential manner, a complaint made to him or her by any person as to whether council has complied with the Act with respect to a closed meeting, and to report on the investigation;

**And Whereas** the Act has been amended to include additional powers of Integrity Commissioners, effective March 1, 2019;

**And Whereas** the City intends that the Integrity Commissioner shall exercise all powers available at law once such powers are available, this contract shall empower the Integrity /Commissioner to act in accordance with the amendments to the Act under the terms of this contract after March 1, 2019 without further amendment to this contract;

**And Whereas** the Consultant has represented, and the City is satisfied that the Consultant has the skills and abilities necessary to perform the role of the Integrity Commissioner and Closed Meeting Investigator;

**And Whereas** the City wishes to retain the Consultant as an independent Integrity Commissioner and Closed Meeting Investigator for the City;

**Now therefore** in consideration of the covenants, terms and conditions contained herein, the City and the Consultant agree as follows:

### Powers and Duties

1. The City hereby retains and appoints the Consultant as an Integrity Commissioner for the City and the Consultant accepts such appointment and agrees to carry out the responsibility of the Integrity Commissioner, as more specifically described in the Statement of Duties and Responsibilities, attached as Schedule "A" to this Agreement, during the term of this Agreement.
2. The Integrity Commissioner shall have all of the powers set out in Section 223.1 to 223.8 of the Act, as amended from time to time.
3. The City hereby retains and appoints the Consultant as a Closed Meeting Investigator for the City and the Consultant accepts such appointment and agrees to carry out the responsibility of the Closed Meeting Investigator, a

more specifically described in the Statement of Duties and Responsibilities, attached as Schedule "A" to this Agreement, during the term of this Agreement.

4. The closed Meeting Investigator shall have all of the powers set out in Section 239.2 of the Act, as amended from time to time.
5. The Consultant shall draft a Code of Conduct for Council/Local Boards and Committees, a Council/Staff Relations Policy and conduct training for New Council and Staff in December of 2018.

#### Term of Agreement

6. The Consultant's appointment pursuant to this Agreement is effective on January 1, 2019 and will continue for a period of three (3) years, unless terminated earlier in accordance with this clause. Notwithstanding the above, the Parties agree that the Consultant shall undertake the drafting of the Code of Conduct for Council/Local Boards and Committees, a Council/Staff Relations Policy and conduct training for New Council and Staff in December of 2018. This Agreement may only be terminated in accordance with the following:
  - a. The City may be released from the Agreement at any time, with 30 days written notice.
  - b. The Consultant shall provide thirty (30) days written notice to the City of his intention to resign as the City's Integrity Commissioner and his resignation shall only be effective at the expiry of the notice period.

#### Records

7. All records are the property of the City and the records should be submitted to the Clerk associated with the municipal record upon termination of the contract.

#### Renewal

8. The Consultant's appointment pursuant to this Agreement may be renewed for a further three (3) years on the same terms and on the mutual agreement of the Parties.

#### Compensation

9. The Consultant will not require an annual retainer and will provide services on an as needed basis.
10. The City agrees to pay to the Consultant an hourly fee of two Hundred and Ninety-Five Dollars (\$295.00) per hour, plus applicable taxes, during such time that the Consultant is actively carrying out his duties pursuant to this Agreement. The Consultant shall provide the City with a monthly invoice detailing the hours worked and expenses incurred for the period in question and the City agrees to pay such invoices within thirty (30) days of the receipt thereof.
11. The City agrees to reimburse the Consultant for all reasonable expenses and disbursements, including mileage, incurred by the Consultant which are necessary to enable the Consultant to perform his duties pursuant to this Agreement. All such expenses must be supported by appropriate receipts.
12. The Consultant shall draft a Code of Conduct for Council/Local Boards and Committees, a Council/Staff Relations Policy and conduct training for New Council and Staff in December of 2018 for an agreed-upon fee of four

thousand dollars (\$4,000), plus travel disbursements as necessary. If this work is cost-shared with other municipalities, those arrangements will be agreed-upon by the parties in advance of commencing the work.

#### Consultant Status

13. In performing his duties and responsibilities as Integrity Commissioner/Closed Meeting Investigator pursuant to this Agreement, it is recognized that the Consultant is independent of the City's administration and shall report directly to Council.
14. The Consultant acknowledges that he is an independent contractor and shall not be deemed an employee of the City, for any purpose. The Consultant further acknowledges that, as an independent contractor, he will not be entitled to any employment-related benefit, including such benefits that are applicable to employees of the City.
15. In light of the Consultant's status as an independent contractor, the City shall have not responsibility whatsoever with regard to any income taxes or any other emittances which may be payable by the Consultant on the fees paid under this Agreement. The City assumes no obligation or liability as between the Parties to deduct or remit any statutory or government remittances.

#### Confidential Information

16. The Consultant acknowledges that the City is an institution for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*. Accordingly, the Consultant undertakes not to disclose information subject to the *MFIPPA* except as may be necessary in the proper discharge of his duties and reponibilities pursuant to the terms of this Agreement and in accordance with the *MFIPPA*.
17. This Article shall survive the termination of this Agreement.

#### Delegation

18. In the event that more than one complaint is made at any time requiring more than one investigation and the Consultant determines it to be necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a Member of Council, provided that the person to whom such a delegation is made possesses the requisite skills and abilities and agrees in writing to be governed by the same duties of confidentiality as the Consultant and to abide by the terms and conditions of this Agreement. The Consultant shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the City.

#### Insurance

19. The Consultant shall, at its expense, obtain and keep in force during the term of this Agreement. Comprehensive General Liability Insurance satisfactory to the City, including the following:
  - a. Insurance shall be issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence/\$2,000,000 aggregate for any negligent acts or omissions by the vendor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal & advertising injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; product &



completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to preform exclusion.

- b. The Consultant shall also, at its expense, obtain and keep in force during the term of this Agreement errors and omissions insurance satisfactory to the Municipalities in an amount of at least \$5,000,000.
- c. The Consultant is required to submit insurance documents listing all coverages and amounts as indicated, in a form satisfactory to the Municipalities, upon the signing of the Agreement.

#### WSIB

- 20. The Contractor is required to submit the Workplace Safety and Insurance Board (WSIB) Clearance Certificate, in a form satisfactory to the City, upon the signing of the Agreement.

#### Indemnity

- 21. The City hereby agrees to indemnify and save harmless the Consultant and his delegates from and against any and all liabilities, loses, expenses, costs (including legal costs), demands, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever arising out of the carrying out by the Consultant and his delegates in good faith of their duties and responsibilities under this Agreement including, but not limited to, any alleged breach of this Agreement, any procedural defect or other breach of the relevant statutory provisions.
- 22. The consultant shall indemnify and hold the City harmless from and against any alleged breach of this Agreement, any procedural defect or other breach of the relevant statutory provisions or against any liability, loss, claims, demands, costs (including legal costs), damages, suits, judgments, penalties, and expenses, including reasonable legal fees, occasioned wholly or in part by any bad faith by the consultant, their agents, officers, employees or other persons for whom the consultant is legally responsible.

#### General Provisions

- 23. This Agreement shall be governed by and construed exclusively in accordance with the laws of the province of Ontario.
- 24. If any provision of this Agreement is declared to be 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.
- 25. This Agreement, along with the attached Schedule(s), 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.
- 26. This Agreement shall ensure to the benefit of, and be binding on, the Parties and their successors and assigns.

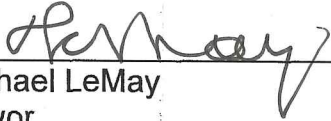
The Parties have executed this Agreement this 20<sup>th</sup> day of November, 2018

The City

The Corporation of the City of Pembroke



Terry Lapierre  
Chief Administrative Officer/Clerk



Michael LeMay  
Mayor

"We have the authority to bind the corporation"

Consultant

Cunningham, Swan, Carty, Little & Bonham LLP



"I have the authority to bind the Corporation"



## Schedule "A"

### Statement of Duties and Responsibilities

The duties of the Integrity Commissioner/Closed Meeting Investigator shall be:

#### Education and Advice

1. To provide advice, education, and training on the Council Code of Conduct to Members of Council and those to whom the Code applies, either collectively or individually;
2. To provide advice, education, and training on the Code of Conduct for Local Boards (if applicable) to the Members of the Local Board and those to whom the Code applies, either collectively or individually;
3. To provide advice and opinions to Members of Council and those to whom the Code applies, either collectively or individually, with respect to the *Municipal Conflict of Interest Act*, the Code of Conduct and other procedures, rules and policies of the City governing ethical behaviour.
4. To provide advice and opinions to the Chair, Members of Local Boards and those to whom the Code applies, either collectively or individually, with respect to the *Municipal Conflict of Interest Act*, the Code of Conduct and other procedures, rules and policies of the City governing ethical behaviour.
5. To provide educational information to the City and the public about the City's codes of conduct for members of council and members of local boards (if applicable), and about the *Municipal Conflict of Interest Act*.
6. To develop policies and procedures for the Office of the Integrity Commissioner, and to review these on an annual basis.
7. To review the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable) and any related policies and procedures, as required, and to make recommendations for any needed changes in respect thereof;
8. To assist with the creation of a Council-Staff Relations Policy.
9. To undertake training for Council and Local Boards, as applicable, on the Code.

#### Investigations

10. In accordance with the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable), other applicable ethics-related policies, rules or procedures, the requirements for Closed Meeting Investigations and the policies and procedures for conducting investigations, to engage in dispute resolution activities as deemed appropriate in advance of or as part of any investigation.
11. In conducting any investigations under this Agreement, to have regard to the importance of:
  - a. the investigator's independence and impartiality;
  - b. confidentiality with respect to the investigator's activities; and
  - c. the credibility of the investigator's investigative process;

12. To conduct investigations from time to time upon receipt of a request for investigation (a "Request") in respect of complaints and alleged breaches of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable), Closed Meeting complaints or other applicable ethics-related policies, rules or procedures and to provide recommendations based on the outcome of the investigation;
13. To proceed without undue delay and with due diligence to investigate a Request and to report to Council within a reasonable period of time;
14. To conduct each investigation in private and to not disclose the identity of the complainant to any person/body unless written authorization to do so is obtained from the complainant;
15. To hear or obtain information from such persons as the Integrity Commissioner/Closed Meeting Investigator thinks fit and to make such inquiries as he/she thinks fit;
16. To provide an opportunity to the City or any person that may be adversely affected by a proposed report of the Integrity Commissioner/Closed Meeting Investigator, the opportunity to make representations respecting such report or recommendation;
17. To preserve confidentiality and secrecy with respect to all matters that come to his or her knowledge in the course of performing duties hereunder, save and except disclosure of such matters as in the Consultant's opinion ought to be disclosed in order to establish grounds for his/her conclusions and recommendations;
18. After making an investigation into an alleged breach of the Council Code of Conduct or the Closed Meeting requirements, the Integrity Commissioner/Closed Meeting Investigator shall render his/her opinion as to whether or not a member of Council has contravened the Council Code of Conduct or whether Council has breached the Closed Meeting requirements of the Act and make recommendations as necessary;
19. After making an investigation into an alleged breach of the Code of Conduct or the Closed Meeting requirements for Local Boards (if applicable), the Integrity Commissioner/Closed Meeting Investigator shall render his/her opinion as to whether or not a member of the Local Board has contravened the Council Code of Conduct or whether the Local Board has breached the Closed Meeting requirements of the Act and make recommendations as necessary;
20. After making an investigation into an alleged breach of *the Municipal Conflict of Interest Act*, the Integrity Commissioner shall render an opinion as to whether or not a Member of Council or a Member of a Local Board has contravened the Act, and if so whether any sanction or further action is recommended;

The Corporation of the City of Pembroke

By-law Number 2022-25

**Being a By-law to authorize the entering into an Amending Agreement with the Cunningham Swan Carty Little & Bonham LLP for Integrity Commissioner and Closed Meeting Investigator Services**

**Whereas** the Municipality is authorized pursuant to Subsection 223.3 of the *Municipal Act, 2001 (the Act)*, as amended, to appoint an integrity commissioner (the "Integrity Commissioner") who has the function to investigate in an independent and confidential manner, a complaint made to him or her by any person, as to whether a member of council or a member of a local board has complied with the Code of Conduct or other ethics-related policies, rules or procedures, and to report on the investigation; and

**Whereas** the Municipality is authorized, pursuant to Subsection 239.2 of the Act to appoint an investigator who has the function to investigate in an independent and confidential manner, a complaint made to him or her by any person as to whether Council has complied with the Act with respect to a closed meeting, and to report on the investigation; and

**Whereas** on November 20, 2018, the Municipality entered into an agreement with Cunningham Swan Carty Little & Bonham LLP to provide independent integrity commissioner services to the City for a term of three years commencing on January 1, 2019; and

**Whereas** the Parties now wish to renew the Agreement on the same terms and conditions as the Original Agreement subject only to the express amendments set out in the Amending Agreement – Integrity Commissioner Services, as attached.

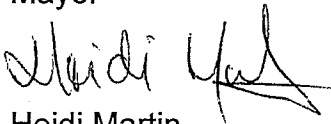
**Now therefore** the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That the Mayor and the Treasurer/Deputy Clerk be, and they are, hereby authorized to execute the Amending Agreement – Integrity Commissioner Services between Cunningham Swan Carty Little & Bonham LLP and the City of Pembroke, attached and marked as Schedule "A" to this by-law, and to affix thereto the corporate seal.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and enacted this 1<sup>st</sup> Day of March 2022

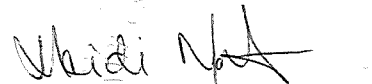


Michael LeMay  
Mayor



Heidi Martin  
Clerk

CERTIFIED TRUE COPY

  
March 4, 2022

Heidi Martin, Clerk  
Commissioner of Oaths  
City of Pembroke

## AMENDING AGREEMENT - INTEGRITY COMMISSIONER SERVICES

This Amending Agreement dated this 1<sup>st</sup> day of March, 2022.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF PEMBROKE**  
(hereinafter referred to as the "City")

- and -

**CUNNINGHAM SWAN CARTY LITTLE & BONHAM LLP**  
(hereinafter referred to as "the Consultant")

WHEREAS, the City and the Consultant (together the "Parties") did enter into an agreement for the Consultant to provide independent integrity commissioner services to the City for a term of three years commencing on January 1, 2019 (the "Original Agreement");

AND WHEREAS the Parties wish to renew the Agreement on the same terms and conditions as the Original Agreement subject only to the express amendments set out in this Agreement.

NOW THEREFORE, in consideration of the covenants, terms and conditions contained herein, the City and the Consultant agree to amend the Original Agreement by deleting sections 6 and 8 of the Original Agreement and replacing them with the following new sections 6 and 8:

### TERM OF AGREEMENT

6. The Consultant's appointment pursuant to this Amending Agreement is extended for a further three years, to January 1, 2025, unless terminated prior to that date in accordance with terms of the Original Agreement or renewed in accordance with

this Amending Agreement. This Agreement may only be terminated in accordance with the following:

- a. The City may be released from the Agreement at any time, with thirty (30) days written notice.
- b. The Consultant shall provide thirty (30) days written notice to the City of his intention to resign as the City's Integrity Commissioner and his resignation shall only be effective at the expiry of the notice period.

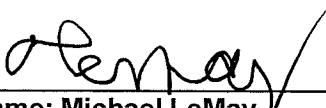
**RENEWAL**


5. The Consultant's appointment pursuant to this Agreement may be renewed for a further three (3) years, on the same terms of the Original Agreement and on the mutual agreement of the Parties.

The Parties have executed this Agreement this 1<sup>st</sup> day of March, 2022.

**THE CITY**

**THE CORPORATION OF THE CITY OF PEMBROKE**

  
Name: Michael LeMay  
Title: Mayor

  
Name: Angela Lochtie  
Title: Treasurer/Deputy Clerk

"We have the authority to bind the corporation"

**CONSULTANT**

**CUNNINGHAM, SWAN, CARTY, LITTLE & BONHAM LLP**

  
\_\_\_\_\_

"I have the authority to bind the Corporation"