

INTEGRITY COMMISSIONER/LOBBYIST REGISTRAR CONTRACT FOR SERVICES

THIS AGREEMENT made this day of May 2015,

BETWEEN:

CITY OF HAMILTON
(the "City")

- and -

George Rust-D'Eye
(the "Contractor")

WHEREAS George Rust-D'Eye is being appointed the Integrity Commissioner under the Integrity Commissioner By-law for one year, which will allow the City to re-evaluate the need for the position following Proclamation of recent changes to the Ombudsmans' Act (Bill 8);

WHEREAS George Rust-D'Eye is being appointed the City's Lobbyist Registrar under the Lobbyist Registry By-law for two years;

AND WHEREAS in order to have George Rust-D'Eye carry out his combined role as the Integrity Commissioner and the Lobbyist Registrar, the City is entering into this Agreement, contracting for services with the George Rust-D'Eye, subject to the following terms and conditions and in mutual consideration of the promises made between the parties in this Agreement;

THEREFORE the parties agree as follows:

(1) SERVICES

In this Agreement "services", in respect to the duties of the Integrity Commissioner, means the duties and responsibilities as set out in the Integrity Commissioner By-law No. 08-154, as amended, and the Integrity Commissioner Job Description; and in respect to the duties of the Lobbyist Registrar, means the duties and responsibilities as set out in the Lobbyist Registry By-law No. 14-244, and the Lobbyist Registrar Job Description, all of which are attached as Schedules A, B, C & D respectively.

(2) TERM

The Contractor shall commence to provide the services commencing on May 1st, 2015 and, unless earlier terminated under section (6) of this Agreement, continue the services until April 30th, 2016 in relation to Integrity Commissioner, and until April 30th, 2017 in relation to Lobbyist Registrar.

(3) REMUNERATION

- (a) In consideration of the services, the City shall pay the Contractor in accordance with this Agreement.
- (b) The Contractor is responsible for completing all required documentation for and submitting all required amounts to the federal and provincial governments with respect to payments under this Agreement.

- (c) In the event the Contractor is not in good standing under this Agreement or the relevant By-laws, the City may withhold payment of the monthly retainer until such time as the Contractor remedies the situation.

(4) INSURANCE

The Contractor agrees to obtain and maintain a policy of commercial general liability insurance in the amount of \$2,000,000 endorsed to include the City of Hamilton as additional insured, evidence of which shall be made available to the City at the City of Hamilton, City Hall, 71 Main Street West, Hamilton, Ontario L8P 4Y5, Attn: City Clerk, prior to the Contractor rendering any service hereunder. The premiums payable under such policy shall be paid in full by the Contractor.

(5) INDEMNITY

- (a) The Contractor acknowledges that the City shall not be liable to the Contractor or any other party in relation to the provision of the services under this Agreement and the parties agree that the Contractor shall not be deemed an agent of the City for any purpose.
- (b) The Contractor hereby covenants and agrees to defend, indemnify and save harmless the City from any and all claims, demands, losses, charges, liabilities, actions, causes of action and any other proceeding of any nature made or brought against, suffered or imposed upon the City or its property in respect of any loss, damage, injury or death to any person or property directly or indirectly arising out of, resulting from or sustained by reason of the performance of the Contractor of its obligations under this Agreement.

(6) TERMINATION OF AGREEMENT

- (a) The Contractor may terminate this Agreement by providing the City with at least ten days' written notice of the Contractor's intention to terminate this Agreement. The requirement to provide the minimum of ten days' written notice may be waived by the City, in its sole discretion, upon request by the Contractor.
- (b) The City may terminate this Agreement at any time:
 - (i) For cause, without the provision of any notice or payment to the Contractor. "Cause" includes, but is not limited to, those events defined as constituting cause under this Agreement.
 - (ii) For any reason, upon providing the Contractor with payment of \$3,000.00.

(7) RECORD OF OFFENCES

- (a) The Contractor affirms that George Rust-D'Eye does not have a record of criminal offences for which a pardon has not been granted or a record of provincial offences for the previous five years. The Contractor shall provide the City with a record of offences (criminal or provincial) at the City's request during the term of this Agreement. The Contractor agrees to notify the City about any criminal or provincial offence of which George Rust-D'Eye has

been convicted during the term of this Agreement that would detract from the performance of the services.

- (b) The Contractor acknowledges that a false statement with respect to criminal or provincial offences constitutes a breach of this Agreement and is cause for termination of this Agreement without notice or compensation. The Contractor further acknowledges that certain convictions for criminal or provincial offences, depending on the nature and severity of the offence and the *bona fide* requirements of the position of Integrity Commissioner, may be cause for termination of this Agreement without notice or compensation.

(8) PREVAILING LAWS

- (a) The Contractor agrees to comply at all times with the prevailing laws, including but not limited to the *Municipal Act, 2001*, the *Ontario Human Rights Code* and the *Occupational Health and Safety Act*.
- (b) The Contractor's intentional failure, or failure caused by lack of due diligence on behalf of the Contractor, to comply with this section constitutes both a breach of this Agreement and cause for termination of this Agreement without notice or compensation.

(9) CONFIDENTIALITY/NON-DISCLOSURE

- (a) The Contractor recognizes that in providing the services the Contractor may acquire detailed and confidential knowledge of the City's operations, its taxpayers and residents, and other confidential documents and information.
- (b) The Contractor agrees that the Contractor shall not in any way use, divulge, furnish or make accessible to any person, either during the term of this Agreement or any time thereafter, any confidential information relating to the business of the City or of its taxpayers and residents, acquired by the Contractor in the course of providing the services to the City.
- (c) This section shall survive the termination of this Agreement and the Contractor's provision of services hereunder.
- (d) A failure to comply with this section constitutes both a breach of this Agreement and cause for termination of this Agreement without notice or compensation.

(10) CITY'S PROPERTY

Upon ceasing to provide the services to the City, the Contractor shall promptly deliver to the City any and all property, technology, data, manuals, notes, records, plans or other documents, including any such documents stored on any video or software related medium, held by the Contractor concerning the City's services and programs, know-how, developments, and equipment.

(11) NO DELEGATION

The Contractor agrees that there shall be no delegation of duties by the Contractor, without the prior written consent of the City.

(12) ENTIRE AGREEMENT

This Agreement, including all Appendices hereto, constitutes the entire agreement between the parties, and it is agreed that there is no term, condition, warranty, or representation, collateral or otherwise, that may govern or affect the relationship between the parties, other than those contained in this Agreement. This Agreement may not be modified or amended except in writing by the parties to this Agreement.

(13) SEVERABILITY

- (a) In the event that in any legal proceedings it is determined that any section or part of a section of this Agreement is invalid or unenforceable it shall be deemed to be severed from the remainder of this Agreement for the purpose only of the particular proceeding. This Agreement shall, in every other respect, continue in full force and effect.
- (b) The invalidity or unenforceability of any provision or part of any section of this Agreement shall not affect the validity or enforceability of any other provision or part of any section.

(14) INDEPENDENT ADVICE

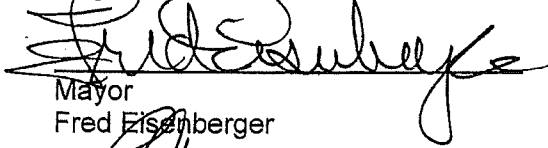
The Contractor acknowledges that the Contractor has been given an opportunity to seek independent advice prior to signing this Agreement. The Contractor states that the entire Agreement has been read and its contents understood. The Contractor further acknowledges that the Contractor relied upon its own sources of information in signing this Agreement and did not rely on any assertions, promises or information from the City other than the terms of this Agreement.

(15) GOVERNING LAW

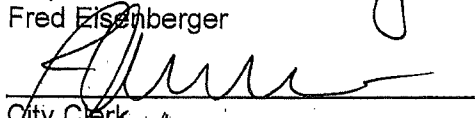
This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF this Agreement has been signed on behalf of the City by the Mayor and City Clerk and on behalf of Contractor by its authorized signing officer(s).

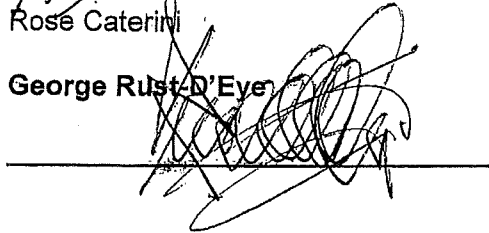
City of Hamilton



Mayor
Fred Eisenberger



City Clerk
Rose Caterini

George Rust-D'Eye


OFFICE OF THE CLERK
APPROVED BY COUNCIL
DATE: APRIL 8, 2015
AUTHORITY: GIC REPORT 15-008 Item 22
YEAR/FILE 2015-10737