

BY-LAW NUMBER 32-2016  
OF  
THE REGIONAL MUNICIPALITY OF DURHAM

being a by-law to authorize the Region of Durham to appoint ADR Chambers Mediators and Arbitrators as the Ombudsman for the Regional Municipality of Durham (Regional Ombudsman).

**WHEREAS** pursuant to Section 8 of the Municipal Act 2001 S.O. c. 25 provides in part that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising authority;

**AND WHEREAS** pursuant to Section 223.13(1) authorizes a Municipality to appoint an Ombudsman who reports to Council and whose function is to investigate in an independent manner any decision or recommendation made or act done or omitted in the course of the administration of the municipality, local boards and such municipally-controlled corporations as the municipality may specify affecting any person or body of persons in his, her or its personal capacity;

**AND WHEREAS** Council for the Regional Municipality of Durham passed a resolution at its meeting of June 29<sup>th</sup>, 2016 to authorize the execution of an agreement with ADR Chambers to be appointed the Regional Ombudsman and to provide services to facilitate the delivery of services for the Regional Ombudsman.

**NOW THEREFORE BE IT ENACTED AND IT IS HEREBY ENACTED** as a by-law of The Regional Municipality of Durham through its Council as follows:

1. That the Regional Chair and Regional Clerk are hereby authorized and instructed to execute on behalf of the Regional Municipality of Durham an agreement with ADR Chambers to affect their appointment as the Regional Ombudsman and also to provide the required services for Regional Ombudsman (the Agreement) on such terms and conditions as were presented in the Request For Proposals and such other terms and conditions as may be required and approved by the Commissioner of Corporate Services to give effect to the Agreement.
2. That the Agreement provide for that ADR Chambers be appointed for a term from the date of July 1, 2016 to the end of the current term of Regional Council and the entire subsequent term of a subsequent Regional Council.
3. That ADR Chambers as the Regional Ombudsman provide the following services:
  - (a) Independently receive, review and investigate complaints that are the result of an act, decision or recommendation done or omitted in the course of the administration of the Regional Municipality of Durham and any municipally controlled corporation that may be under the ombudsman jurisdiction;
  - (b) Maintain confidentiality of complaints and the matters relating to an investigation unless such matters should be disclosed to establish grounds for the ombudsman's conclusions and recommendations;
  - (c) Act at arm's length from the Regional Municipality of Durham and Council but will provide an annual report on its activities and periodic reports that are the result of an investigation.

- (d) The first point of contact should the Regional Ombudsman wish to conduct a formal investigation will be to notify the Regional Clerk before conducting any such investigation.
  - (e) That the Regional Ombudsman cannot investigate any decision, recommendation, act or omissions: (1) where there is a right of appeal or objection, or right to apply for a hearing or review by tribunal or court until this right has been exercised; and (2) of any legal adviser or person acting as legal counsel to the public sector body.
  - (f) That the Regional Ombudsman provide annual reports and such other reports as may be required subsequent to the completion of their investigations, providing results and recommendations in accordance to the Agreement.
4. That should the Ombudsman conduct an investigation, it shall do so in accordance to the terms and conditions of the Agreement executed between it and the Regional Municipality of Durham and shall adhere to all applicable laws, applicable statutes and established Regional policies.
  5. That any local municipality within the geographic region of the Regional Municipality of Durham desirous to retain the Regional Ombudsman to provide Ombudsman services for their municipality that they may execute the Agreement with the Regional Municipality of Durham and shall pay the Regional Ombudsman for services in accordance to their hourly fee in accordance to the terms of the Agreement provided they have obtained the required approvals to do so.
  6. That should the Regional Municipality of Durham or any local municipality desire any further services from the Regional Ombudsman outside what it is outlined in this by-law, the Regional Ombudsman may oblige in providing such other services, so long as the respective Council of the municipality requesting such other service has passed a resolution through their respective Council to authorize the Regional Ombudsman to provide such other service. If authorized to do so, the Regional Ombudsman will charge their hourly fee in accordance to the Agreement for such other services to the municipality requesting such other services.

BY-LAW read and passed this 29<sup>th</sup> day of June, 2016.

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Roger Anderson, Regional Chair and CEO

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Debi A. Wilcox, Regional Clerk