

# MEMORANDUM OF UNDERSTANDING

BETWEEN

The Office of the Lobbyist Registrar

AND

The Office of the Integrity Commissioner

WITH RESPECT TO

Co-operation and Collaboration in Education and  
Enforcement

**Memorandum of Understanding**  
**Between**  
**The Office of the Lobbyist Registrar**  
**and**  
**The Office of the Integrity Commissioner**  
**City of Toronto**

As the Lobbyist Registrar and the Integrity Commissioner (the Officers) have advice, interpretation and inquiry roles in relation to Chapter 140 of the Toronto Municipal Code (the Lobbying By-law) and the Code of Conduct for Members of Council for lobbyists, public office holders, members of the public and members of elected and appointed offices at the City of Toronto, respectively.

As there are circumstances in which the Officers have concurrent or overlapping roles in advising, interpreting or conducting inquiries into matters relating to lobbying of public officials at the City of Toronto.

As the Offices are governed by similar provisions found within the *City of Toronto Act, 2006* and Chapter 3 of the Toronto Municipal Code.

As there are interests and benefits to the City of Toronto which would result from the cooperation in advice, interpretation and inquiries by the Officers, including fairness, efficiency, effectiveness and public confidence.

**GIVEN** the jurisdiction, statutory mandates and roles of the named Officers,

**THE OFFICERS AGREE TO THE FOLLOWING:**

**1. OBJECTIVE OF THE MEMORANDUM OF UNDERSTANDING**

The objective of this Memorandum of Understanding is to set out a framework to support cooperation between the offices of the Lobbyist Registrar and Integrity Commissioner in order to:

- Collaborate on matters of advice and interpretation of the Lobbying By-law and Code of Conduct for Members of Council to lobbyists, members of Council, other public office holders and members of the public in order to ensure consistency, comprehensiveness and clarity;

- Enable the Officers to conduct and/or share information about joint or concurrent inquiries in matters involving overlapping witnesses, documents and issues, for public policy reasons including:
  - Achieving fairness and efficient use of resources
  - Avoiding unnecessary service of process on the same individuals
  - Conducting joint interviews where to do so will enable the best evidence to be obtained
  - Elimination of duplication of effort including information gathering in inquiries
  - Enhancing the effectiveness of inquiries

## **2. APPROACH**

This Memorandum of Understanding includes the following:

- The Officers will consult to identify concurrent inquiries in matters that are related and determine how to respond in a coordinated and harmonized manner, taking into account the provisions of the *City of Toronto Act, 2006*.
- Advice and Interpretation: The Officers will consult on the development of advice and interpretation and collaborate when it is mutually beneficial to do so. The Officers will collaborate, when resources allow and it is optimum to do so on matters of Interpretation Bulletins and other advice and information;

## **3. INFORMATION SHARING AND CONFIDENTIALITY**

Information, including case specific information containing personal information where necessary, may be shared between the Officers for the following purposes:

- To assess jurisdiction and refer matters that may be subject to inquiry by the other Officer as necessary;
- To evaluate whether or not inquiries relate to the same or similar matters in order to assess whether or not a joint inquiry or the sharing of information or other resources in concurrent inquiries being conduct by each Officer is appropriate considering the public interest, effective conduct of inquiries and use of City resources, accountability to the public and transparency, and the context of the case including similarity of matters being addressed by each inquiry;

- To conduct joint inquiries where both Officers agree that this is appropriate considering the public interest, effective conduct of inquiries and use of City resources, accountability to the public and transparency, and the context of the case including similarity of matters being addressed by each inquiry;
- To provide information or to otherwise assist in the conduct of an ongoing or potential inquiry where concurrent inquiries in related matters are being conducted by each Officer;
- To assist the Officers in carrying out their respective functions and duties, as agreed by both Officers.

Non case specific information may also be shared between the Officers for the following purposes:

- To coordinate or participate in staff training activities;
- To develop or discuss policy, internal protocols, education material, Interpretation Bulletins, templates or shared resources;
- To share resources in seeking external opinions of common interest to both Offices;
- For any other purpose consistent with the objectives of this Memorandum of Understanding.

Information shared under the Memorandum of Understanding will only be used for the purposes for which it was originally shared.

Each Officer will treat information with respect to all matters that come to his or her knowledge in the course of her duties in accordance with each Office's responsibilities under the *City of Toronto Act, 2006*, including maintaining the duty of confidentiality under subsections 161(1) and (2) of the *Act*. All reports and documents prepared by an Officer remain the property of that Officer and when such reports and documents are provided to another Office they are shared on the understanding that they will not be disclosed, copied or distributed without permission.

[Each Officer will notify the other Officer of any legally enforceable demand for information furnished under this Memorandum of Understanding and prior to compliance with the demand, the Officer from which the information was demanded will assert all appropriate legal exemptions or privileges with respect to such information as may be available.]

#### 4. DURATION

This Memorandum of Understanding will come into force on the day it is signed and remain in force until another memorandum is signed. The terms of this Memorandum of Understanding may be amended by mutual agreement in writing. Either Officer may terminate this Memorandum of Understanding by providing 30 days written notice to the other Officer. All confidentiality provisions remain in force after termination of the Memorandum of Understanding.

DATED THIS \_\_19th\_\_ day of May, 2014

(original signed)

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Linda L. Gehrke  
Lobbyist Registrar  
City of Toronto

DATED THIS \_\_19<sup>th</sup>\_\_ day of May, 2014

(original signed)

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Janet Leiper  
Integrity Commissioner  
City of Toronto