

Deloitte.



Brampton City Council

Council-Authorized Investigation

September 28, 2021
Privileged & Confidential

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1. Introduction and background

On April 22, 2021 the Corporation of the City of Brampton (the "City") received a complaint (the "April 22nd complaint") from the former Director of Corporate Projects, Policy and Liaison (the "Complainant"). The complaint was initially sent via email to City Council on April 22, 2021, and subsequently shared with the media by the Complainant. The Respondents identified within the April 22, 2021 complaint were:

1. The Chief Administrative Officer (the "CAO");
2. The Director of Human Resources (the "Director of HR"); and
3. Two employees within the CAO's office ("Employee A" and "Employee B").

On May 19, 2021, City Council authorized an investigation into the following 6 areas (the "6 areas of investigation"):

1. Procurement issues
2. Discriminatory allegations
3. Workplace bullying and harassment
4. Destruction of information
5. Hiring practices
6. Standard policies and procedures compliance

Deloitte LLP ("Deloitte") was retained by the Corporation of the City of Brampton, as represented by City Council, on May 27, 2021, to independently investigate the April 22nd complaint within the 6 areas of investigation (the "investigation").

Deloitte was also instructed by City Council to implement a confidential reporting platform whereby current and former City staff and members of the public could submit reports of actual or suspected misconduct ("disclosures") related to the April 22nd complaint and the 6 areas of investigation.

Deloitte conducted its investigation during the period May 27, 2021 to September 15, 2021 (the "Review Period"). This report sets out our findings from the investigation, further to the scope and subject to the limitations and restrictions noted herein.

2. Executive summary

1. Deloitte investigated the allegations contained in the April 22nd complaint, as well as additional allegations involving the individuals identified in the April 22nd complaint and related to the 6 areas of investigation that were reported through the confidential reporting platform and during interviews with City employees (collectively, the “investigation scope”).

Compliance with City policies and standard operating procedures

2. The majority of the allegations investigated by Deloitte were not substantiated. Deloitte’s investigation identified 2 instances of non-compliance with City policies and standard operating procedures in effect at the time, discussed in more detail in Section 4:
 - a. A payment issued to 1 supplier that was contracted as a Limited Tender under Schedule C, section 9 of the Purchasing By-law was not accompanied by a signed Limited Tender form, as required by the Purchasing By-law.
 - b. The City procured 2 contracts with 1 supplier for \$24,500 each via direct purchase (i.e. approved at the Director level). According to the Purchasing By-law, the second transaction should have been executed under a Limited Tender, as a continuation of work with an existing supplier.
3. Deloitte’s investigation identified 1 potential instance of non-compliance with City policies and standard operating procedures in effect at the time, discussed in more detail in Section 4:
 - a. A copy of a WhatsApp conversation provided by the Complainant includes a conversation she had with the CAO prior to her job interview with the City. During this conversation, the CAO referenced a response the previous candidate had given during their interview and shared his view that the Complainant should focus on “delivering tangible results” during her interview. The CAO stated that he was attempting to provide clarity around the line of questioning and would have provided similar feedback to other candidates.
 - b. This may have potentially violated sections 5.3 and 6.7 of the Recruiting and Retaining Top Talent policy (the “RRTT policy”), which state that candidates should be treated equitably and prohibit favouritism and discrimination, respectively. At the time Deloitte’s investigation was concluded by City Council, investigation of this matter was ongoing.

Observations regarding City policies and standard operating procedures

4. Certain policies and standard operating procedures in effect at the time of the alleged misconduct lack clarity, which creates challenges in concluding with respect to potential violations. For example:
 - a. The Conflict of Interest Policy, the Recruiting and Retaining Top Talent policy and the Employee Code of Conduct all contain different definitions of a conflict of interest, and the Recruiting and Retaining Top Talent Policy also refers to the definition in the Employee Code of Conduct. The policies do not specify whether all definitions apply, or whether 1 definition prevails over another, or whether 1 definition applies in certain circumstances.
5. Certain policies and standard operating procedures that were in place at the time of the alleged misconduct did not specifically address the issues as alleged. For example:
 - a. The Employee Code of Conduct requires employees to declare a conflict of interest, defined as a “personal interest” that may directly or indirectly derive an economic benefit or avoid an economic loss to the employee, or a related party with whom the employee could reasonably be considered to have a personal interest in their economic well-being. Many of the allegations Deloitte received regarding conflicts of interest between City employees and suppliers did not specifically allege a financial interest of a City employee, and

the employee's personal interest in the economic well-being of another individual was not alleged or could not be substantiated.

6. Certain policies and standard operating procedures were revised or updated by the CAO contemporaneously with alleged activity. The CAO stated that these updates were reflective of established practice at the time or were within his authority to execute. S.229 of the Municipal Act provides broad authority to the CAO in the administration of the City. The City's policies do not specifically reference the CAO's authority with respect to revision of policies and standard operating procedures.

3. Scope of investigation and limitations

Scope of investigation

During the Review Period of May 27, 2021 to September 15, 2021, Deloitte conducted the following procedures. Deloitte investigated allegations covering the period November 1, 2019 to May 27, 2021.

Interviews

7. Deloitte conducted 24 interviews, including:

- a. 21 current or former City employees, including the Complainant and all 4 Respondents identified in the April 22nd complaint; and
- b. 3 current or former suppliers to the City.

Electronic data review

8. Deloitte received and processed email data from 9 City employees amounting to approximately 292 GB or 1.2M files.
9. Deloitte reviewed emails covering the period August 2019 to June 2021 (the "email review period") using targeted and general keyword searches as well as artificial intelligence to identify relevant emails to review.
10. Deloitte was advised by City staff that an existing litigation hold prevents emails from being deleted from email servers. Deloitte analyzed the volume of email traffic for each custodian over the email review period to assess completeness of the data received and did not identify any periods with comparatively fewer emails.
11. Deloitte also collected corporate mobile devices for the Complainant on August 12, 2021, and the CAO on July 15, 2021.

Confidential disclosures

12. Deloitte implemented a confidential reporting platform whereby City staff and members of the public could submit disclosures with respect to the investigation scope. Deloitte investigated disclosures relating to the investigation scope and provided access to any disclosures related to other individuals and topics to Internal Audit for review and investigation.
13. Deloitte received 60 disclosures through the confidential platform:
 - a. 40 disclosures related to the City employees that were within the investigation scope. Some of these disclosures did not include sufficient detail to investigate the allegations therein.
 - i. 16 of these 40 disclosures also contained allegations with respect to elected officials and/or staff of elected officials. These aspects of the allegations were not investigated by Deloitte and were forwarded to the City's Internal Audit department. We understand these disclosures may be provided to the Office of the Integrity Commissioner.
 - b. 20 disclosures that were not within the investigation scope. Deloitte did not investigate the allegations contained therein. These disclosures were provided to the City's Internal Audit Department.
 - i. 4 of these 20 disclosures related to elected officials and/or the staff of elected officials. We understand these disclosures may be provided to the Office of the Integrity Commissioner.
14. Deloitte also received 10 disclosures from the City's Internal Audit Department. These disclosures related to the investigation scope and were received through the City's Fraud Prevention Hotline.

Policy/legislation review

15. Deloitte received and reviewed 28 City policies and standard operating procedures ("SOPs"), 9 of which were determined to relate to the allegations under review. Deloitte referred to these policies and SOPs throughout the investigation to identify potential instances of non-compliance. Refer to Appendix B for a list of these policies and SOPs.
16. Deloitte reviewed Section 229 of the Municipal Act, 2001, S.O. 2001, c. 25 in reference to the responsibilities of the CAO.

Open-source intelligence

17. Deloitte conducted open-source intelligence searches to identify information relevant to the investigation, including:
 - a. Corporate affiliations research, including identifying and reviewing corporate profiles and ownership information;
 - b. Adverse media research;
 - c. Social media research and network analysis to identify relationships between relevant parties; and
 - d. Analysis of websites to identify registration information.

Documentation

18. Deloitte received and reviewed documents from multiple City departments, including:
 - a. Human Resources:
 - i. Recruitment documents
 - ii. Appointment documents
 - iii. Employee contracts
 - iv. Termination documents
 - v. Performance reviews and compensation documents
 - b. Purchasing:
 - i. Procurement-specific email correspondence
 - ii. Grading evaluations of proposals and quotes
 - iii. Limited Tendering and contract extension forms
 - iv. Database files (e.g. accounts payable, Limited Tender, and purchase order ledgers)
 - v. Purchase approvals and related contract documents
 - c. Finance:
 - i. Master vendor database
 - ii. Invoice list database
 - iii. Vendor invoice and payment documents
 - iv. Reports to Council on Consulting Services
19. Deloitte received and reviewed documentation from the Complainant and the 4 Respondents related to the April 22nd complaint. These documents included WhatsApp message logs provided by the Complainant (in a .txt format), emails, and human resource and procurement documents relevant to the April 22nd complaint.

20. Deloitte received additional anonymous complaints forwarded by an elected official. These complaints were reviewed and incorporated into Deloitte's investigation where they related to the investigation scope. Where they were outside of the investigation scope they were forwarded to Internal Audit.
21. All amounts herein are stated in Canadian dollars, unless otherwise noted.

Limitations in scope

22. Following an interim update of findings on September 15, 2021, City Council instructed Deloitte to conclude the investigation effective immediately. As a result, interviews scheduled with 6 individuals, including a final interview with the Complainant, were not conducted. It is possible that such interviews could have provided further information relevant to the contents of this report.
23. One current employee and 2 former employees of the City either declined or were unresponsive to Deloitte's interview requests.
24. The Complainant provided a corporate mobile device, an iPhone 11 Pro Max, to Deloitte on August 12, 2021. The device could not be charged, turned on, or otherwise accessed by Deloitte. City staff retrieved the phone from Deloitte and brought it to Apple Incorporated for repair, who then provided it to Servall Canada Incorporated ("Servall"). City staff provided Deloitte with a copy of a report prepared by Servall, which indicates that the phone experienced water damage to the following areas:
 - a. Rear glass housing;
 - b. Logic-board;
 - c. Face ID and rear camera;
 - d. Speaker and mic;
 - e. Taptic engine;
 - f. Display;
 - g. Battery; and
 - h. Lighting port and Sim port.
25. The CAO provided his corporate mobile device, an iPhone XS, of which Deloitte created a forensic image. The device contained limited information for review, in particular it did not contain any WhatsApp data, including any of the conversations provided to Deloitte by the Complainant. The CAO stated that he used a personal device to engage in WhatsApp conversations.

4. Findings

26. Our findings with respect to each of the 6 areas of investigation are set out below.

Hiring practices

Allegations of improper hiring

27. Deloitte investigated 13 allegations of improper hiring that identified the CAO, the Director of Human Resources or the Complainant, including 3 that were contained within the April 22nd complaint:
- 8 allegations regarding individuals that were appointed to positions (i.e. no hiring panel); and
 - 5 allegations regarding individuals that interviewed with hiring panels.
28. The majority of these allegations related to conflicts of interest or personal relationships these individuals were alleged to have with candidates that were appointed or hired. Many of these allegations lacked sufficient detail to investigate further.

Hiring appointments

29. Deloitte investigated 8 allegations regarding improper hiring at the City through appointments, which are discussed in more detail below:
- 5 employees appointed to the CAO's office throughout November 22, 2019 to June 19, 2020;
 - 2 Directors (Directors A and B) appointed on July 20, 2020; and
 - Employee A, appointed on July 20, 2020

Appointment of 5 employees

30. Deloitte received anonymous reports alleging the CAO's involvement in improper hiring with respect to 5 City employees that were appointed to roles within the CAO's office throughout November 22, 2019 to June 19, 2020.
31. The Recruitment Managed by Human Resources SOP, dated January 1, 2020, specifies that exceptions to the standard recruitment process are approved by the Department Head and Human Resources in writing on the Role Review form.
- Three of the 5 appointments preceded the requirement for a role review form;
 - One of the 5 appointments had a role review form that appeared to be mostly complete, except for the Department Head's signature.
 - Deloitte did not identify any draft or signed role review forms for 1 of the 5 employees, who was appointed after the effective date of this SOP.
32. While 2 of the 5 appointments do not appear to be supported by a properly signed role review form, as the CAO appointed these individuals to the Office of the CAO, his approval is implicit. However, they are missing the Director of HR's signature required by this SOP.
33. During an interview with Deloitte the CAO stated that the authority to "sign off" on appointments was always within the purview of the position, though this may not have been formally documented within a policy or standard operating procedure.
34. Further, the Municipal Act (s. 229) states: "*A municipality may appoint a chief administrative officer who shall be responsible for, (a) exercising general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality; and (b) performing such other duties as are assigned by the municipality.* 2001, c. 25, s. 229."

35. The Municipal Act, and the City's policies and SOPs in effect at the time, do not specifically address the CAO's authority to hire or appoint individuals. Deloitte did not identify any evidence that the appointment or hiring of individuals was not within the CAO's authority, particularly within the Office of the CAO.

Directors A & Director B

36. On July 17, 2020 the CAO appointed 2 new Directors for departments responsible for managing critical city infrastructure. Several anonymous reporters alleged that these individuals were unqualified for these positions.
37. During an interview with Deloitte, the CAO stated that Directors A and B were referred to him by a City commissioner. Deloitte's investigation was concluded before interviews with Directors A and B were conducted.
38. The Director A and Director B job postings indicate that post-secondary degrees in engineering were required, with relevant professional accreditations. Directors A and Director B both held Bachelor degrees in other areas of study.
39. Further, the job postings required candidates to have 7-10 years of managerial experience with at least 5 years of experience in project management and construction. Deloitte did not identify any indications of construction experience on either candidate's CV.
40. Directors A and B did not meet the requirements of the job posting, as originally drafted. However, Deloitte did not identify any City policies or SOPs stating that meeting job description requirements is mandatory to be hired into a role.
41. Email evidence from July 2020 indicates that the (now former) commissioner of the department these individuals were hired into refused to send an email announcing the hiring of the 2 candidates. During an interview with Deloitte, the CAO stated that the former commissioner of the department preferred 2 internal candidates who the CAO felt lacked the skills the department needed (e.g. project management expertise and client service focus).
42. On July 17, 2020, the same date Directors A and Director B were appointed, the *Recruitment Managed by Human Resources* SOP was revised by the CAO via email, to explicitly reference the CAO's authority to authorize an appointment without a role review form signed by the Department Head and the Director of HR.
43. Despite the changes made via email by the CAO, no updated policy was identified in the City files. Deloitte was advised by City staff that changes to SOPs do not require approval by City Council, and that the approval of the CAO is sufficient.

CAO Office Employee A

44. In the April 22nd complaint, the Complainant alleged that the CAO pressured her to hire Employee A, and that the job requirement was revised and tailored to the candidate's skills.
45. During an interview with Deloitte, the CAO stated that he did not pressure the Complainant, and that the Complainant made the request to hire Employee A, whom she already knew.
46. The initial job posting published around March 2020 listed a completed university degree as one of the requirements. The education requirement on the job description attached to Employee A's offer letter, dated July 17, 2020, reads "working towards a degree."
47. An extract of a WhatsApp conversation provided by the Complainant indicates that on July 27, 2020, the Complainant and the CAO discussed the candidate's lack of a completed post-secondary degree. It was noted that the candidate would be "taking courses...in September."
48. Deloitte did not identify any City policies or SOPs that state that a job description cannot be modified in determining candidate eligibility.
49. Employee A did not meet the requirements of the job posting, as originally drafted. However, Deloitte did not identify any City policies or SOPs stating that meeting job description requirements is mandatory to be hired into a role.

Hiring panels

50. Deloitte investigated 5 allegations regarding improper hiring at the City through hiring panels, including the hiring of the Complainant. These allegations are discussed in detail below.

Hiring of the Complainant

51. Deloitte was forwarded an anonymous allegation that the Complainant was hired despite a lack of qualifications for the position.
52. The initial job description prepared around November 5, 2019 listed 5 years' experience in a senior management team environment, proven diplomatic and collaborative skills, and a post-secondary degree in political science, business administration, public administration, law, or an equivalent field as selection criteria.
53. While the Complainant's credentials included a law degree, her CV did not appear to include the required 5 to 7 years in an advisory capacity to senior level leaders. During an interview with Deloitte, the CAO stated that he felt that the Complainant met the job requirements and that her political experience was an asset for the government relations role.
54. Evidence provided by the Complainant includes a document summarizing a WhatsApp conversation with the CAO on November 28, 2019, approximately 11 minutes before the Candidate's scheduled interview with the hiring panel. During this conversation, the CAO referenced a response the previous candidate gave during their interview and stated "...*my sense is go more on delivering tangible results vs worried about staff feelings, etc. Fyi*". The Complainant appeared to acknowledge this suggestion during the conversation.
55. During an interview with Deloitte, the CAO stated that in this WhatsApp conversation he was providing the Complainant with clarity about the line of questioning as the previous candidate had not understood the question. He also stated that he would have provided similar feedback to other candidates as well. The CAO provided Deloitte with screenshots of text message conversations with another interview candidate, however they do not substantiate that any clarification or guidance was provided to the previous candidate. The CAO also stated that he stressed to the candidates interviewed after the Complainant the importance of explaining how they would deliver tangible results during their interviews, but noted this communication may have been verbal.
56. Section 5.3 of the RRTT policy states that "Recruitment and Retention strategies will ensure that all Applicants are treated in a fair and consistent manner affording all Applicants an equitable opportunity". Section 6.7 of this policy prohibits favouritism or discrimination in the recruitment process.
57. At the time that City Council concluded Deloitte's investigation on September 15, 2021, investigation of whether the hiring of the Complainant may have contravened these sections of the RRTT policy was still ongoing, though this was not the specific violation that was alleged by an anonymous reporter.

Other hiring panels

58. Four other City of Brampton Employees were the subject of allegations regarding improper hiring, as identified in anonymous reports sent to Deloitte or within the April 22nd complaint. These hires appear to comply with City policies or standard operating procedures in effect at the time.

Procurement issues

59. Deloitte investigated 3 contracts that were alleged to have procurement irregularities and 3 additional contracts that exhibited similar characteristics to these 3 contracts. One of these 6 contracts was identified within the April 22, 2021 complaint.

Confidential projects sole-sourced by the CAO's Office

60. Two of the 6 contracts investigated by Deloitte were procured through a sole sourced Limited Tendering process on the basis of confidentiality, as provided within item 9 of Schedule C of the Purchasing By-law.

61. According to Schedule C of the Purchasing By-law for Limited Tendering, a non-competitive procurement process can be undertaken under valid circumstances.
 - a. Limited Tendering under item 9 of Schedule C states: *"if goods or services regarding matters of a confidential or privileged nature are to be purchased and disclosure through a competitive process could reasonably be expected to compromise confidentiality, result in the waiver of privilege, cause economic disruption, or otherwise be contrary to the public interest"*.
62. Deloitte was advised by City staff that contracts procured under item 9 of Schedule C do not require a Purchase Order to be issued and the completion of a Limited Tendering form allows City staff to process payments without breaching confidentiality. Deloitte was also advised by City staff that such a purchase would not be reported to Council until the procuring department confirmed the work was no longer confidential.
63. Two contracts investigated by Deloitte were procured under item 9 of Schedule C, as discussed below.
64. One contract was tendered to a vendor ("Supplier A") for consulting services for a Municipal Development Corporation business case ("MDC" or "the MDC project"). The other was tendered to another vendor ("Supplier B") for consulting services related to Confidential and Educational Research and Analysis on CAO Restructuring ("CAO Restructuring").
65. During an interview with Deloitte, the CAO stated that these projects were procured under the confidentiality clause as the deliverables for both projects could create the perception that certain jobs within the City were "redundant".
66. Supplier B, the vendor providing services for the CAO Restructuring project, also provided advisory services for the MDC project contracted to Supplier A, and Supplier B maintained an email account at Supplier A.
 - a. Suppliers A and B both acknowledged that they knew and worked with each other for over 25 years. Both stated that Supplier B had supported Supplier A in an advisory capacity over the years and specifically for the MDC project on an "as-needed basis".
 - b. During an interview with Deloitte, the CAO stated that he had no knowledge of any association or financial relationship between Suppliers A and B.

Supplier A: MDC Business Case Consulting Services – Confidential Limited Tender

67. The April 22nd complaint alleged that the CAO pressured the Complainant to sole source the MDC project to Supplier A "for his own benefit monetarily". The Complainant also alleged that before a Council meeting on June 10, 2020, she was instructed by the CAO to tell Council that, if asked, the consultant had phoned the city, which she reiterated during an interview with Deloitte.
68. An extract of a WhatsApp conversation provided by the Complainant indicates that she received the name, phone number, and email address of Supplier A from the CAO on January, 7, 2020.
69. During an interview with Deloitte, the CAO stated that the Complainant had the ability to choose any vendor for the project and that he did not instruct her to use this specific supplier. The CAO stated that Supplier A was recommended to him by Supplier B and that the Complainant had asked the CAO for a recommended supplier.
70. On January 9, 2020, the Complainant engaged Supplier A for the MDC project through a Request for Quotation ("RFQ") and accepted the proposal on February 4, 2020.
71. The Complainant provided a screenshot of a text message exchange with an unidentified individual, dated June 10, 2020, during a closed session Council meeting where the MDC project was to be discussed and next steps were to be approved by Council, where she states:
 - a. An individual, represented by a fox emoji, "just asked me something that I don't want to do."
 - b. "MDC...he gave me the name".
 - c. "But now [Councillor A] will ask how the company was retained for these services"
 - d. An individual, represented by a fox emoji, "goes to me consultant will say he called in because he heard the need in council".

72. When interviewed, the CAO stated that he did not instruct the Complainant to lie to Council about how Supplier A was engaged for the MDC project.
73. Procurement of this contract complies with the Purchasing By-law; Limited Tendering forms were properly completed for the payments to Supplier A and justification was provided for use of the confidentiality clause. Deloitte did not identify evidence of a conflict of interest as defined within the City's Employee Code of Conduct or Conflict of Interest Policy (evidence of a direct or indirect personal interest) in effect at the time.

Supplier B: Confidential and Educational Consulting, CAO Restructuring – Confidential Limited Tender

74. An email from a member of the media to a City Councillor on March 30, 2021 raised questions about the nature of a pre-existing relationship between the CAO and Supplier B, who was awarded a contract with the City.
75. On November 29, 2019, the CAO engaged Supplier B for the CAO Restructuring project via email through an RFQ, and accepted Supplier B's proposal on December 2, 2019. The project management duties with respect to this procurement were delegated to another employee within the CAO's office.
76. Supplier B and the CAO both acknowledged a pre-existing professional relationship since 2014 and both stated that they did not view their relationship as a conflict of interest as it was professional in nature. Deloitte did not identify evidence of a conflict of interest as defined within the City's Employee Code of Conduct or Conflict of Interest Policy (evidence of a direct or indirect personal interest) in effect at the time.
77. Deloitte identified 1 instance of non-compliance with the Purchasing By-law related to missing documentation. One payment approved for Supplier B for an extension of work on this project did not have a Limited Tendering form on file. Deloitte was advised by City staff that efforts are currently underway to automate aspects of the Finance process, with the intention of reducing documentation-related compliance risks.

Competitive tenders

78. Two of the 6 contracts investigated by Deloitte were procured through competitive tender. One of these contracts was alleged to have procurement issues and the other exhibited similar characteristics to contracts that were the subject of allegations.
79. According to the Purchasing By-law, competitive tenders can be procured through a variety of processes. Award authorities for these contracts may differ based on the value of the contract.

Supplier B: Professional Consulting for City of Brampton Service Inventory – Invitational Procurement

80. In addition to receiving sole sourced contracts as discussed above, Supplier A and Supplier B were also invited to submit bids for a service inventory project, along with a third supplier ("Supplier C").
81. During an interview with Deloitte, the CAO stated that he provided the project manager with "some options" for suppliers, but that the project manager also had the ability to request quotes from other suppliers, and that he did not instruct the project manager to use any 1 specific vendor.
82. The Invitational Procurement SOP states that 3 distinct quotes should be sought but does not specify how many quotes are required to be received and evaluated. Suppliers A, B, and C were the only suppliers asked to bid on the Service Inventory project.
83. On July 16, 2020, the CAO contacted Supplier C by email identifying another project that Supplier C appeared to be a good fit for.
84. Supplier A declined to submit a proposal for this project as they were already engaged with the City on the MDC project and felt that "*it was important to keep their sole focus on that project at the time*". As a result, only quotations issued by Suppliers B and C were received and graded.
85. On July 23, 2020 the proposals for this project were evaluated by the project manager and a member of the project manager's team. The grading documents indicate that a technical score of 600 was required to pass the first round of evaluation. Only Supplier B's proposal passed the technical evaluation and scored higher than Supplier C's proposal by a substantial margin:
 - a. Supplier A: n/a (declined to bid)

- b. Supplier C: 383 (failed to pass technical evaluation)
 - c. Supplier B: 975 (winning bid – only vendor to pass technical evaluation)
86. On July 24, 2020, the CAO engaged Supplier C by email for a separate confidential project unrelated to this investigation.
87. The procurement of this contract complies with the Purchasing By-law and standard operating procedures in effect at the time. Deloitte did not identify evidence of a conflict of interest between Suppliers A, B and C and City staff, as defined within the City's Employee Code of Conduct or Conflict of Interest Policy at the time.

Supplier D, Supplier E and Supplier F: Janitorial Cleaning Services at Various Facilities for a Two (2) year period – Public Procurement

88. On April 1, 2021, the bid submission period concluded for a public Request for Proposal ("RFP") for 2 janitorial contracts valued over \$1,000,000 each. Bids from 25 suppliers were received in respect of this RFP.
89. On April 6, 2021, an anonymous email to City Councillors claimed that Director A (referred to in paragraph 36 above and appointed in July 2020) provided confidential contract details to 2 suppliers ("Supplier D" and "Supplier F") and manipulated the procurement process in order to give an advantage to these suppliers with whom they had a familial relationship. Suppliers D and F were also alleged to have the same owner.
90. On April 23, 2021 the evaluation of proposals concluded. Nine City employees completed the technical evaluation/grading. Director A was not 1 of the bid evaluators according to the scoring matrix.
91. The grading documents indicate that a technical score of 650 was required to pass the first round of evaluation. Seven vendors received a score greater than 650.
 - a. Supplier D and Supplier E were amongst the 7 suppliers to achieve a passing score, while Supplier F failed to pass.
92. On May 17, 2021, the contracts were awarded to Suppliers D and E.
93. Deloitte did not identify a relationship between Suppliers D, E or F, nor any familial relationship between these Suppliers and Director A.
 - a. In response to a request from the CAO for more context about the allegation, Director A declared that he had no familial or personal connection to the 2 vendors.
 - b. Deloitte had scheduled an interview with Director A that was not completed at the time City Council concluded Deloitte's investigation on September 15, 2021.
94. Deloitte identified 2 instances of connections among bidders for this contract:
 - a. A director of Supplier E, 1 of the successful bidders, also submitted the proposal for 1 of the unsuccessful bidders ("Supplier J") for the janitorial contract.
 - b. Supplier E also appears to be connected to another 1 of the unsuccessful bidders for the janitorial contracts ("Supplier I"). Two individuals identified as contact persons for Supplier E also submitted bids for Supplier I in 2 separate RFPs procured by different organizations (a different municipality and a policing organization).
95. The procurement of this contract complies with the Purchasing By-law and standard operating procedures in effect at the time. Deloitte did not identify evidence of a conflict of interest between Suppliers D, E and F and City staff, as defined within the City's Employee Code of Conduct or Conflict of Interest Policy at the time.

Direct Purchases by the CAO's Office

96. Deloitte investigated 2 contracts that were procured by the CAO's Office through Direct Purchases. One contract awarded to Supplier G was alleged to have been split into smaller purchases less than \$25,000, to fall within

the approval authority of a director and outside of a competitive bidding process (i.e. "contract splitting"). A second contract awarded to Supplier H exhibited similar characteristics to the Supplier G contract that was the subject of the allegation.

97. Section 12.3 of the Purchasing By-law states: "*No acquisition of goods, services or construction or the disposal of assets shall be made where the quantity or delivery is divided or in any other manner arranged so that the price or value of the goods and services to be acquired or disposed of is artificially reduced to circumvent the requirements of this By-law.*"
98. Deloitte was advised by City staff that Direct Purchases sometimes lead to Limited Tendering under item 3 of Schedule C. This typically occurs when a Direct Purchase is made under the purchasing limit, but then goes on to exceed the \$25,000 limit.
99. Procurement of these projects complied with the Purchasing By-law and standard operating procedures at the time, with 1 exception. Supplier G received a payment for an extension of work which was not accompanied by a completed or approved Limited Tendering form, which was required due to a contract extension granted by the CAO.

Discriminatory allegations

Interview of the Director of Human Resources

100. The April 22nd complaint alleged that the Director of HR made a comment to the effect of "*Black people are dumb*" during her interview with the City and that she was hired despite this comment.
101. On December 6, 2019 the Director of HR was interviewed by 3 City employees, including the Complainant and the CAO, with an individual from an external recruiting agency present.
102. The Complainant and 1 individual in attendance stated that the Director of HR made the comment, or a similar comment, as alleged.
103. The other 3 individuals in attendance, including the Director HR, stated that:
 - a. The Director of HR did not make a statement to the effect of "*Black people are dumb*."
 - b. The Director of HR was asked to provide an example of a positive, work-related impact that they made in the diversity, equity, and inclusion space.
 - c. In response, the Director of HR said that in her past experience, she was hired to examine barriers in an organization's recruitment process. One of the conclusions was that IQ tests were used by the organization as an intake strategy. The Director of HR explained that biases were embedded in the way the tests were created/administered and that other evaluation methods were explored to remove this bias and provide a more culturally equitable methodology.
 - d. The responses provided by these 3 individuals were consistent, and recalled in specific detail the nature of the question that was asked, the context in which it was asked, and the response provided by the Director of HR.
104. Deloitte found that on a balance of probabilities, the allegation as stated in the April 22nd complaint was not substantiated.

Hiring of firefighters

105. Deloitte received allegations regarding the Director of Human Resources making discriminatory remarks at a Black Advisory council meeting. It was alleged that in response to a question about why only 1 Black firefighter was hired by the City, the Director of Human Resources stated, "*the City only hires the best.*"
106. During an interview with Deloitte the Director of Human Resources denied responding to the question as alleged.
107. Deloitte reviewed a recording of this meeting provided by the Director of HR. While the Director of HR did mention that the City aims to "hire the best" this statement was not made in response to the question as alleged. The question regarding why only 1 Black firefighter was hired was rephrased by a different individual in the meeting, and answered by the Director of HR.

108. Deloitte found that this allegation was not substantiated.

Other allegations

109. Deloitte received anonymous reports containing vague allegations about homophobic, racist, and bullying behaviour within Human Resources, some of which also implicated the Director of HR, as well as allegations that the Director of HR created a culture of fear and a toxic work environment.
110. These allegations lacked sufficient detail to investigate further.

Workplace bullying and harassment

Alleged bullying by the CAO and Employee B

111. The April 22nd complaint alleged that the CAO had "created hate" for 2 employees ("Employee C" and "Employee D"). The Complainant also alleged that Employee B would "put pressure" and "intimidate" other employees and was also instructed by the CAO to engage in this behaviour towards Employee D.
112. The allegations regarding Employee B lack specificity, however Employee B stated that he did not pressure or intimidate Employee D.
113. Employee C and Employee D both stated that the work environment was challenging at times, and Employee D stated that the City was not a "safe space". Employee D stated that they were not overtly intimidated by Employee B, despite challenges in working together.
114. Deloitte identified several references to Employee C within the WhatsApp conversation between the Complainant and the CAO. During these conversations, they expressed difficulty in working with Employee C and suggested that Employee C was an "operative".
115. Deloitte also identified several references to Employee D within the WhatsApp conversation between the Complainant and the CAO. They discussed the eventuality of Employee D being terminated or moved and Employee D's familiarity or relationship with the former CAO as being problematic.
116. During an interview with Deloitte, the CAO stated that these were private chats between 2 individuals. The CAO added that these conversations were initiated by the Complainant, and that he was empathizing with the Complainant's concerns in managing Employee D.
117. When Deloitte was instructed to conclude its investigation on September 15, 2021, investigation of this allegation was ongoing. As such, no conclusion was reached with respect to violations of City policies and standard operating procedures in effect at the time.

Alleged bullying by Complainant

118. Deloitte received anonymous reports alleging that the Complainant intimidated staff at the City of Brampton by referencing her relationship with an elected official and an ability to influence staff's continued employment at the city.
119. When Deloitte was instructed to conclude its investigation on September 15, 2021, investigation of this allegation was ongoing. As such, no conclusion was reached with respect to violations of City policies and standard operating procedures in effect at the time.

Destruction of information

120. The April 22nd complaint alleged that the CAO texted the Complainant asking for all emails related to the MDC project after an online article about its procurement was published.
121. Deloitte identified a message within the WhatsApp logs provided by the Complainant "*We now have to take every quote to Mayor and see if he knows them, we have to throw that one out...ridiculous*". The Complainant forwarded MDC-related emails to the CAO following this conversation. The Complainant interpreted these statements as destroying evidence.

122. During an interview with Deloitte the CAO stated that no information was destroyed. The CAO expressed that the reference to "*throw that one out*" was made sarcastically because the media had set an unreasonable "new bar" for conflicts between the City and its vendors through the article posted on the matter.
123. Deloitte found that the allegations of destruction of information were not substantiated.

Standard policy and procedure compliance

Improper compensation increase for Employee B

124. The April 22nd complaint alleged that:
 - a. Employee B emailed the Complainant demanding a raise after working for 6 months at the City.
 - b. The CAO and the Director of HR authorized the raise for Employee B outside of proper process.
 - c. When the Complainant refused, Employee B initiated an appeal through the CAO and the HR department.
125. We identified emails between Employee B and the Complainant from January to February 2021, where Employee B requested a raise referencing a verbal agreement with the Complainant. The Complainant responded stating that this conversation and agreement about a pay increase never occurred.
126. Between June 10 and 11, 2020, prior to Employee B being hired, the Complainant emailed members of the Human Resources department and requested the inclusion of a 6-month salary review clause into Employee B's contract. In response, Human Resources stated that such an increase could be performed through a Critical Retention business case or through an annual performance review, which was set to occur 6 months from the offer date.
127. Deloitte did not identify any evidence of a raise being given to Employee B outside of standard process nor due to favoritism from a pre-existing relationship. The Complainant and Employee B appear to have had a disagreement on the latter's performance and salary and this dispute was resolved through proper escalation channels.

Improper transfer of the Complainant

128. The April 22nd complaint alleged that the CAO, Employee B and the Director of HR conspired to create a "fake conflict" related to the Complainant's federal candidacy aspirations as justification for transferring the Complainant to a lower role. The complainant alleged this was outside of standard process and without her consent.
129. The Employee Code of Conduct states: "*Employees will be politically neutral in their work for the City, and be sensitive to maintaining a civic service that is non-partisan*".
 - a. During an interview with Deloitte the CAO stated that the Complainant's political aspirations would create a perceived conflict with her government relations work. The CAO stated that conversations amongst Members of Council prompted his decision to transfer her into a different role, outside of government relations.
 - b. The CAO stated that the Complainant's compensation would remain the same, so that she would not lose pay as a result of the transfer.
130. The decision to transfer the Complainant appears to be within the CAO's authority to make administrative decisions as they fall under the authority granted by the Municipal Act (s. 229).
131. Deloitte did not identify any policy violations with regard to the Complainant's transfer. When Deloitte was instructed to conclude its investigation on September 15, 2021, investigation of this allegation was ongoing.

APPENDIX A: RESTRICTIONS

132. This report is subject to the limitations in scope as described herein.
133. This report is not intended for general circulation or publication, nor is it to be reproduced for any other purpose other than for the exclusive use of the City, without our prior express written permission in each specific instance. We do not assume any responsibility for losses suffered by any party as a result of circulation, publication, or reproduction of this report contrary to the provisions of this paragraph.
134. This work was not designed to identify all circumstances of inappropriate behavior or other irregularities, if any, which may exist. For the purposes of this report, we have had to assume that the documents or other information disclosed to us is reliable, accurate and complete.
135. Our report is confidential and is prepared at the request of the City. We express no opinion as to whether the information presented in this report is sufficient to establish civil or criminal wrongdoing, as only a court can determine these matters.
136. This report is based on information in our possession as at the date of this report. We reserve the right to review all findings, calculations and conclusions included or referred to in our report and, if we consider it necessary, to revise our report if any information is provided subsequent to the date of this report.
137. Our work does not constitute an audit as defined by CPA Canada. Consequently, said work and the resulting report do not constitute an auditor's opinion nor do they represent such an opinion in any way. Further, our work cannot be used to provide assurance that it revealed all errors, omissions or irregularities.
138. This report was based on information, documents, interview statements and explanations that have been provided to us and, therefore, the validity of our conclusions rely on the integrity of such information.
139. We reserve the right, but will be under no obligation, to review this report, and if we consider it necessary, to revise this report in light of any information which becomes known to us after the date of this report.

APPENDIX B: POLICIES REFERENCED

140. In conducting the investigation Deloitte assessed compliance with the following 9 City of Brampton policies and SOP's:

Employee Conduct and Hiring Policies:

- a. [Conflict of Interest 2.2.0](#) | Effective October 16, 2002
- b. [Employee Code of Conduct 2.1.0](#) | Effective October 1, 2013
- c. [Respectful Workplace Policy HRM-150](#) | Effective November 20, 2019
- d. [Recruiting and Retaining Top Talent Policy](#) | Effective January 1, 2020
- e. Recruitment Managed by Human Resources SOP | Effective January 1, 2020
- f. [Employee Code of Conduct HRM-100](#) | Effective February 16, 2021

Procurement-Specific Policies:

- g. [Purchasing By-law 19-2018](#) | Effective February 21, 2018
- h. SOP Direct Purchases up to and including \$25,000 | Effective July 1, 2018; Revised August 14, 2018
- i. SOP Invitational Procurement \$25,000 to \$100,000 | Effective July 16, 2018; Revised July 12, 2019

Deloitte.

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