# CONTRACT FOR SERVICES ADMINISTRATION OF THE VICTIM SUPPORT GRANT 2023-2024 FUNDING

THIS AGREEMENT made effective as of the 16<sup>th</sup> day of October, 2023 (the "Effective Date")
BETWEEN:

# JENN EVANS o/a JENN EVANS CONSULTING

(the "Contractor")

and

#### THE CORPORATION OF THE TOWN OF GODERICH

(the "Town")

WHEREAS the Contractor, the Town, the Huron County OPP and Victim Services worked together to make an application to the Ministry of the Solicitor General with respect to the Victim Support Grant which was submitted on June 22, 2023;

AND WHEREAS the Town was the official Applicant, necessitating that any approved funding would be provided to the Town;

AND WHEREAS the Ministry of the Solicitor General approved the Town for funding for the project entitled VSG: Strengthening Awareness, Engagement & Collaboration (the "VSG Project") in the amount of \$100,000.00 for the fiscal year 2023-2024;

AND WHEREAS the Contractor wishes to provide services to the Town in relation to the VSG Project as described in the attached Schedule A: Scope of Services (the "Services");

AND WHEREAS the Town wishes to make use of the Services;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

# 1. General

# 1.1. Sections and Headings

The division of this Contract for Services into sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Contract for Services.

# 1.2. HST Registrant

The Contractor is an HST registrant in good standing and their HST registration number is 78473 0756 RT0001.

# 1.3. Canadian Residency

The Contractor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada), as amended.

#### 2. Term

The Contractor shall provide the Services as set forth in Schedule A of this Agreement, pursuant to the terms and conditions as set out in this Agreement commencing on October 16, 2023 and ending on March 31, 2024. This term may be extended as mutually agreed upon in writing by the parties.

# 3. Consideration for Services

The Contractor will be compensated at the rate of \$35.00 per hour for performing the contract administration grant support services and will co-ordinate and oversee all activities in Schedule A – VSG Project Budget and Work Plan. Total remuneration for this Service Contract shall not exceed a total cost of \$10,000.00. The expectation of the Town is that the hours worked by the Contractor will be 12 hours per week.

#### 4. Invoices

The Contractor will issue invoices to the Town on a monthly basis. Each invoice will be payable on a net 30-day basis, unless otherwise agreed upon by the parties. All pricing will be in accordance with the VSG Project application submitted.

The invoice package shall include sufficient information to allow the Town to track and verify services against invoicing.

Each monthly invoice will specify:

- a. The Contractor payments payable in accordance with the VSG Project application, exclusive of HST thereon, where applicable (hereinafter collectively referred to as the "Total Cost");
- b. The applicable HST as an item separate from the Total Cost; and
- c. The Contractor's HST registration number.

Mileage shall be reimbursed at the CRA's current rate during the life of the contract. Any expenses, including mileage, will be included in the monthly invoicing to the Town by the Contractor. The Contractor's fees are defined as full-service, in that the Contractor performs the majority of the work regarding the Services from her home office, using her equipment and resources unless otherwise provided.

Third-party invoices shall be remitted directly to the Town of Goderich for payment, including those invoices related to the payment of the Liaison hired to work with the Huron County OPP and Victim Services.

Inspector Jason Younan shall approve any expenses related to these Services prior to submission to the Town of Goderich for reimbursement or payment.

For singular expenses over \$5,000.00 the Contractor shall contact the Director of Corporate Services/Treasurer at the Town of Goderich prior to initiating the expense to ensure alignment with the Town's Procurement policy.

### 5. Representations and Warranties

All representations, warranties, covenants and limitations of liability in this contract shall continue in full force and effect after the termination of this Agreement.

The Contractor warrants that any persons the Contractor engages to perform the Services have the necessary qualifications to carry out all contractual obligations pursuant to this Agreement and shall provide proof of same satisfactory to the Town upon request by the Town.

# 6. Liability and Indemnification

Each party (the "Indemnifier") shall be liable for and shall indemnify the other party and its Representatives (collectively, the "Indemnified Party") from and against all loss, damage, or injury and all actions, causes of action, proceedings, suits, claims, demands, losses, damages, penalties, costs, expenses, obligations, and liabilities in connection therewith, attributable to, related to, arising out of, but only to the extent of: (i) breaches of the Indemnifier's obligations in the Agreement, (ii) any intentional misrepresentation, inaccuracy, incorrectness, or breach of any warranty made by the Indemnifier contained in this Agreement and/or (iii) any of the Indemnifier's acts or omissions, whether negligent or otherwise. This section shall survive the termination or expiry of this Contract for Services for a period of two (2) years.

In the event of a claim by a third party for which the Indemnified Party seeks indemnification hereunder, the Indemnified Party shall promptly notify the Indemnifier in writing of any such claim arising out of or in connection with the Services provided hereunder and forward all related documents to the Indemnifier. The Indemnifier shall then defend the case at its own expense; provided however that the Indemnified Party reserves the right to be represented by counsel (at the expense of the Indemnified Party) at any proceeding or settlement discussions related thereto. The Indemnifier shall have sole control of the defence of any such claim, provided that: (i) the Indemnified Party and its counsel shall have the right at its expense to participate in the defence of the claim; (ii) the Indemnifier shall not agree to any settlement that imposes restrictions on the Indemnified Party or requires any action by the Indemnified Party without the Indemnifier first obtaining the written consent of the Indemnified Party; and (iii) if the Indemnifier fails or elects not to either defend or settle any such claim, the Indemnified Party may defend and/or settle such claim and the Indemnifier shall pay to the Indemnified Party any and all damages and expenses (including legal fees) incurred and/or amounts paid in settlement by the Indemnified Party with respect to such claim.

The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by the Indemnifier.

#### 7. Liability

In no event shall either party be liable to each other for any indirect, incidental, special, or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising in connection with the Agreement, whether in an action in contract, tort, strict liability, or negligence, or other actions, even if advised of the possibility of such damages. Neither the Contractor nor the Town's liability to the

other party for direct damages shall exceed the total amount paid or payable by the Town under the Agreement. The foregoing exclusions of and limitations on liability shall not apply to (a) amounts payable in respect of third-party limitations on claims; or (b) damages arising from or relating to breaches of confidentiality. This section will survive the termination or expiry of the Agreement for that period which is six (6) months after the expiry of all limitations imposed by Applicable Laws.

# 8. Equipment and Supplies

Unless otherwise specified in Schedule A, the Contractor agrees to supply at its own expense, all vehicles and other equipment, labour, materials, supplies, tools necessary to supply the Service.

#### 9. Contractor Performance

The Contractor agrees to provide the Services specified in Schedule A attached hereto.

#### 10. Revision of Services

The Contractor agrees to immediately comply with any revision, amendment, or addition to the Services as may be required by the Ministry in relation to the VSG Project and/or their reporting requirements.

## 11. Co-Operation

The parties shall cooperate with each other with respect to audits or other inquiries, filings, reports, and payment of taxes arising under this Contract for Services which may be required, initiated, or requested by any duly authorized Governmental Authority.

# 12. Termination

Either party may terminate this Agreement upon providing to the other party fourteen (14) days written notice which will either be hand delivered or sent by regular mail to the last business address on record of the other party. If there is a breach of any of the provisions of this Agreement by the Contractor, or if the Town determines that the quality of the services provided by the Contractor is in the opinion of the Town unsatisfactory, the Town may terminate this Agreement without notice and without further obligation or penalty.

## 13. No Assignment

Neither party may assign or transfer this Agreement without written authorization of the other party.

#### 14. Confidentiality

The Contractor hereby agrees not to divulge any information that is received during the duration of this Agreement or at any time after the termination of this agreement concerning the personal, financial, or other affairs of the Town, which the Contractor may have acquired knowledge during the course or incidental to this contract for services, whether for personal benefit or detriment or intended probable detriment of the Town, all of which will be treated in strict confidence and shall not be divulged to the persons or corporations concerned, or any

other person. It shall cause immediate termination of this Agreement without any further obligations from the Town to the Contractor.

# 15. Right to Property

The Contractor acknowledges that the Town has an absolute right in all papers, notes, and memoranda that the Contractor may prepare in the course of this contract and agrees (and this covenant and agreement shall survive termination of this Agreement) that they shall not at any time disclose such papers, notes or memoranda to any outside party, with the exception of the Huron County OPP, Victim Services Huron County, or the Ministry without the consent of the Town.

# **16. Entire Agreement**

This Agreement, together with all attachments hereto, and any and all invoices issued by the Contractor to the Town from time to time in relation to the Services, constitute the entire Agreement between the Contractor and the Town with respect to the subject matter hereof, and shall supersede all prior oral or written representations and agreements.

# 17. Execution in Counterparts

This Agreement may be executed in counterparts and delivered by facsimile or other electronic means and the counterparts together shall constitute one and the same Agreement.

	THE CORPORATION OF THE TOWN OF GODERIC		
	Per:		
Jungson			
JENN EVANS	Trevor Bazinet, MAYOR		
	Per:		
	Andrea Fisher, CLERK		
	We have the authority to bind the Corporation.		

# SCHEDULE A: SCOPE OF SERVICES

The Contractor shall advance the goals identified in the Work Plan (see below) submitted as part of the approved VSG Grant Application, and shall report to Inspector Jason Younan, Huron County OPP, and the Town of Goderich.

A Town Representative, namely the CEMC, Accessibility and Health & Safety Manager, shall be the Town's liaison with the Contractor and shall attend all meetings regarding the VSG Project coordinated by the Contractor. If the Town's Representative is unable to attend the meeting, a brief summary shall be provided to the Town's Representative by the Contractor by email immediately following the meeting so that the Town may obtain information required for any reporting requirements.

All invoices for services and expenses related to the VSG Project shall align with the below approved VSG Project Budget unless formally revised in accordance with Ministerial guidelines.

# **VSG PROJECT BUDGET**

2023-2024 Total Ministry Requested Amount: THIS AREA IS AUTOFILLED, DO NOT ENTER INFORMATION		\$100,000.00	2023-2024 Total Cost: THIS AREA IS AUTOFILLED, DO NOT ENTER INFORMATION	\$100,000.00
Fiscal Year (Please selected using drop-down which fiscal year you are requesting this budget item for)	Category (Please selected using drop-down)	Budget Item (Provide detailed information on the budget item)	Ministry Request Amount	Total Cost (This section is auto populated)
2023-2024	Administration and Other	Contract administration- grant support person responsible for organization and implementation	\$10,000.00	\$10,000.00
2023-2024	Administration and Other	Liaison-between police, victim services, and womens' shelter-this position will sit with victim services and drive referrals to service providers.	\$30,000.00	\$30,000.00
2023-2024	Education/training	Trauma violence informed interviewing training provided to all police services in Huron, Grey, Bruce, Wellington, Perth counties	\$10,000.00	\$10,000.00
2023-2024	Education/training	Continue work from South Bruce and Grey Bruce OPP VSG by building public awareness media videos/campaign used to educate public of IPV	\$40,000.00	\$40,000.00
2023-2024	Education/training	Educate community stakeholders in Trauma and violence informed training and B-safer training	\$5,000.00	\$5,000.00
2023-2024	Education/training	Community education sessions of IPV and resources	\$1,000.00	\$1,000.00
2023-2024	Equipment	Items to support public awareness and directly support victims of IPV that do not fit the VQRP funding requirements.	\$4,000.00	\$4,000.00

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# **VSG PROJECT WORK PLAN**

The Contractor shall adhere to and complete all work as indicated in the VSG Project Work Plan below.

NOTE: The VSG Coordinator referred to in the VSG Work Plan is one and the same as the Contractor referred to in the foregoing Agreement

Key Milestones (Indicate the key milestones for your project.)	Activities (Describe in detail all the activities that are associated with achieving the key milestones.)	Timelines - Start Date (Identify the start date and end date associated with your key milestones.)	Timelines - End Date (Identify the start date and end date associated with your key milestones.)	Responsibility (Identify what agencies/organizations are responsible for implementing these activities.)	Performance Indicators (Identify performance indicators to help measure the project activities and demonstrate that the key milestones have been achieved. Make sure these indicators align with the other performance measures.)
Contract administration-grant support person responsible for organization and implementation and reporting	Continual project management to ensure all objectives are met	Upon grant approval	March 31 2024	VSG Coordinator	
Liaison-between police, victim services, and womens' shelter- this position will sit with victim services and drive referrals to service providers.	Liaison to build 1 on 1 relationships with OPP officers, promotion of VS and referrals with "lunch & learns", survey baseline of officer knowledge of VS, create a communication protocol to ensure referrals are submitted.	Upon grant approval	March 31 2024	Victim Services- VSG Liaison	~Measure the time taken to complete referrals from Huron OPP to Victim Services and Huron Women's Shelter, ensuring that they occur within a specified timeframe. ~Gather feedback from IPV victims who have been referred to Victim Services and Huron Women's Shelter to assess their satisfaction with the referral process and support received. ~Assess the level of collaboration and coordination between Huron

					OPP, Victim Services, and Huron Women's Shelter through regular communication, joint planning, and sharing of information to ensure seamless transitions for IPV victims. ~Monitor the provision of follow-up support services to IPV victims after referrals to evaluate the effectiveness of the referral process in meeting their ongoing needs.
Trauma & violence informed interviewing training provided to all police services in Huron, Grey, Bruce, Wellington, Perth counties	Secure training officers, event venue, catering, door prizes and accommodations for presenters.	Upon grant approval	November 2023 and February 2024	Huron OPP/VSG Coordinator	~Pre- and post-campaign surveys: Conduct surveys to assess the level of knowledge and awareness about IPV among community members before and after the media campaigns and awareness programs.
Continue work from South Bruce and Grey Bruce OPP VSG by building public awareness media videos/campaign used to educate public of IPV	Secure media company, approval of media content with committee and OPP, create content distribution plan.	Upon grant approval	January 31 2024	VSG Coordinator/VSG committee (VS, HWS, Huron OPP, Youth Justice, Huron DART)	~ Measure the reach and exposure of the media campaigns by tracking the number of impressions, views, or readership of relevant media outlets or platforms. !~Online engagement: Monitor and track engagement metrics such as website visits, social media interactions (likes, shares, comments), or downloads of educational materials related to IPV.
Educate community stakeholders in Trauma and violence	Secure trainers for each training, secure venue,	Upon grant approval	October 2023 and	VSG Coordinator/Huron DART	~Pre- and post-campaign surveys: Conduct surveys to assess the level of knowledge and awareness about

informed training and B-safer training	accommodations, catering, manuals, door prizes, advertising through Huron DART committee etc.		February 2024		IPV among community members before and after the media campaigns and awareness programs.
Community education sessions of IPV and resources	Connect with both local school boards to connect with Parent Advisory Committees to set up information sessions within Huron County High Schools. Secure dates and advertising,	Upon grant approval	November 15 2023	VSG Coordinator, VS and HWS	~Pre- and post-campaign surveys: Conduct surveys to assess the level of knowledge and awareness about IPV among community members before and after the media campaigns and awareness programs.
Items to support public awareness and directly support victims of IPV that do not fit the VQRP funding requirements.	Create survey and distribute, create a plan to purchase or create items for victims of IPV	Upon grant approval	Upon grant approval	VSG Coordinator/VSG committee (VS, HWS, Huron OPP, Youth Justice, Huron DART)	~Create survey for OPP, Huron Women Shelter and Victim Services for needs while supporting IPV. ~Collection/creation of items to support victims of IPV