

# **AGREEMENT FOR PAYMENT OF SERVICES IN RELATION TO THE HURON SAFE SCHOOLS & PROCEEDS OF CRIME INITIATIVE (2023 – 2026)**

THIS AGREEMENT made effective as of the 15<sup>th</sup> day of January, 2024 (the “Effective Date”)

BETWEEN:

**JENN EVANS o/a JENN EVANS CONSULTING**

(the “Contractor”)

and

**THE CORPORATION OF THE TOWN OF GODERICH**

(the “Town”)

WHEREAS Jenn Evans operating as Jenn Evans Consulting (the “Contractor”), the Town, the Municipality of Central Huron, Avon Maitland District School Board and the Huron County OPP worked together to make an application to the Ministry of the Solicitor General with respect to the Proceeds of Crime Front-Line Policing Grant which was submitted on August 28, 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 funding for the project entitled Huron Safe Schools & Proceeds of Crime Initiative (“Huron Safe Schools and POC Initiative”) in the cumulative amount of \$256,500.00 for the fiscal years 2023-2026 (3 years) to the Town of Goderich;

AND WHEREAS the Contractor shall provide services to the Town in relation to the Huron Safe Schools & POC Initiative as described in the attached Schedule A: Scope of Services (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 Agreement into sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

### **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 January 15, 2024, and ending on March 31, 2026. 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 \$8,000.00 per fiscal year for performing the contract administration grant support services, and will co-ordinate and oversee all activities in Schedule A. Total remuneration for this Agreement shall not exceed a total cost of \$24,000.00.

## 4. Invoices

The Contractor will issue invoices to the Town monthly, based on project progress. 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 Huron Safe Schools and POC Initiative 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 Huron Safe Schools and POC Initiative 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.

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 Agreement 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. Insurance**

The Contractor shall have in place liability insurance, with a company satisfactory to the Town in a minimum amount of Five Million Dollars (\$5,000,000.00) containing a cross liability clause and in which the Town is listed the main insured.

## **7. Liability and Indemnification**

The Contractor shall indemnify the Town (the "Indemnified 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 Agreement 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.

## **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 Services.

## **9. 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 Huron Safe Schools and POC Initiative 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 Agreement 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**

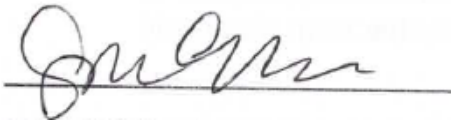
The Contractor acknowledges that the Town has an absolute right in all papers, notes, and memoranda that the Contractor may prepare in the course of this Agreement and agrees (and this covenant and agreement shall survive termination of this Agreement) that they shall not at any time disclose such papers, notes or memoranda to any outside party, with the exception of the Huron County OPP, the Contractor, 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.



**JENN EVANS o/a**

**JENN EVANS CONSULTING**

**THE CORPORATION OF THE TOWN OF GODERICH**

Per:

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Trevor Bazinet, MAYOR

Per:

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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 Proceeds of Crime Front-Line Policing Grant Application, and shall report to Inspector Jason Younan, Huron County OPP, the Municipality of Central Huron, Avon Maitland District School Board, 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 Huron Safe Schools & POC Initiative coordinated by the Contractor. If the Town's Representative is unable to attend the meeting, a 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 Huron Safe Schools & POC Initiative shall align with the below approved Huron Safe Schools & POC Initiative Budget unless formally revised in accordance with Ministerial guidelines.

**VSG PROJECT BUDGET**

<p><b>Police Service Name:</b> <small>(This is auto filled based on the information you input in tab "Project Work Pland and Activities)</small></p>	<p align="center">Huron OPP</p>	<p align="center"><b>GRANT PROGRAM: PROCEEDS OF CRIME FRONT LINE POLICING (POC FLP)</b> <b>GRANT CYCLE: 2023-24, 2024-25 AND 2025-26 (THREE YEARS)</b></p>		
<p><b>Project Title:</b> <small>(This is auto filled based on the information you input in tab "Project Work Pland and Activities)</small></p>	<p align="center">Huron Safe Schools &amp; Proceeds of Crime Initiative</p>			
<p><b>2023-2024 Total Ministry Requested Amount:</b> <small>THIS AREA IS AUTOFILLED, DO NOT ENTER INFORMATION</small></p>		<p align="center"><b>\$72,500.00</b></p>	<p align="center"><b>2023-2024 Total Cost:</b> <small>THIS AREA IS AUTOFILLED, DO NOT ENTER INFORMATION</small></p>	
<p><b>2024-2025 Total Ministry Requested Amount:</b> <small>THIS AREA IS AUTOFILLED, DO NOT ENTER INFORMATION</small></p>		<p align="center"><b>\$100,000.00</b></p>	<p align="center"><b>2024-2025 Total Cost:</b> <small>THIS AREA IS AUTOFILLED, DO NOT ENTER INFORMATION</small></p>	
<p><b>2025-2026 Total Ministry Requested Amount:</b> <small>THIS AREA IS AUTOFILLED, DO NOT ENTER INFORMATION</small></p>		<p align="center"><b>\$84,000.00</b></p>	<p align="center"><b>2025-2026 Total Cost:</b> <small>THIS AREA IS AUTOFILLED, DO NOT ENTER INFORMATION</small></p>	
<p><b>Total Ministry Requested Amount (for all three years):</b> <small>THIS AREA IS AUTOFILLED, DO NOT ENTER INFORMATION</small></p>		<p align="center"><b>\$256,500.00</b></p>	<p align="center"><b>Total Cost (for all three years):</b> <small>THIS AREA IS AUTOFILLED, DO NOT ENTER INFORMATION</small></p>	
<p><b>Fiscal Year</b> <small>(Please selected using drop-down which fiscal year you are requesting this budget item for)</small></p>	<p align="center"><b>Category</b> <small>(Please selected using drop-down)</small></p>	<p align="center"><b>Budget Item</b> <small>(Provide detailed information on the budget item)</small></p>	<p align="center"><b>Ministry Request Amount</b></p>	<p align="center"><b>In-kind/other donation or other sources of provincial funding (other grants)</b> <small>(only provide if this is applicable for this budget item)</small></p>
<p align="center">2023-2024</p>	<p align="center">Equipment</p>	<p align="center">2-remote piloted Aviation Systems</p>	<p align="center">\$6,500.00</p>	

2023-2024	Equipment	5 External Cloud-Based Cameras for Schools	\$10,000.00	
2023-2024	Equipment	2 School Zone Speed Signs	\$6,000.00	
2023-2024	Overtime and Contractual Work	Conduct Patrols and Enforcement of School Zones/Foot Patrols through School Areas	\$20,000.00	
2023-2024	Overtime and Contractual Work	Grant Coordinator Fees	\$8,000.00	
2023-2024	Administration and Other	Active Shooter/Attack Event Costs	\$2,000.00	
2024-2025	Education/Training	3 events-Mental Health/Drug Awareness Training	\$34,000.00	
2024-2025	Education/Training	3 people-VTRA Train the Trainer Course	\$20,000.00	
2024-2025	Equipment	Fees for Installation of School Bus Arm Cameras	\$10,000.00	
2024-2025	Equipment	3 External Cloud-Based Cameras for Schools	\$6,000.00	
2024-2025	Overtime and Contractual Work	Conduct Patrols and Enforcement of School Zones/Foot Patrols through School Areas	\$20,000.00	
2024-2025	Overtime and Contractual Work	Grant Coordinator Fees	\$8,000.00	
2024-2025	Administration and Other	Active Shooter/Attack Event Costs	\$2,000.00	
2025-2026	Education/Training	3 events- Mental Health/Drug Awareness Training	\$34,000.00	
2025-2026	Equipment	Fees for Installation of School Bus Arm Cameras	\$10,000.00	
2025-2026	Equipment	5 External Cloud-Based Cameras for Schools	\$10,000.00	



2025-2026	Overtime and Contractual Work	Conduct Patrols and Enforcement of School Zones/Foot Patrols through School Areas	\$20,000.00	
2025-2026	Overtime and Contractual Work	Grant Coordinator Fees	\$8,000.00	
2025-2026	Administration and Other	Active Shooter/Attack Event Costs	\$2,000.00	
2023-2024	Equipment	Active Shooter-Simulated Firearms	\$20,000.00	

**WORK PLAN**

<b>Police Service Name:</b>	Huron OPP
<b>Project Title:</b>	Huron Safe Schools & Proceeds of Crime Initiative
<b>Contact Name:</b>	Jenn Evans
<b>Contact Email Address:</b>	jennevansconsulting@gmail.com

**GRANT PROGRAM: PROCEEDS OF CRIME FRONT LINE POLICING (POC FLP)**

**GRANT CYCLE: 2023-24, 2024-25 AND 2025-26 (THREE YEARS)**

<b>Key Milestones</b> (Indicate the key milestones for your project.)	<b>Activities</b> (Describe in detail all the activities that are associated with achieving the key milestones.)	<b>Timelines - Start Date</b> (Identify the start date and end date associated with your key milestones.)	<b>Timelines - End Date</b> (Identify the start date and end date associated with your key milestones.)	<b>Responsibility</b> (Identify what agencies/organizations are responsible for implementing these activities.)	<b>Performance Indicators</b> (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 and Reporting is Met	Grant acceptance 2023	March 31 2024	POC Grant Coordinator/Municipality	
Secure Purchase of Two (2) Pilot Aviation Systems	Purchase	Grant acceptance 2023	March 31 2024	Huron OPP	Increase in number of policing equipment
Obtain External Cameras	Purchase and install	Grant acceptance 2023	March 31 2026	Avon Maitland District School Board	External cameras increase the percent of criminal investigation resulting in arrest. Data collection will be

					obtained through the record management system
Overtime Officer Hours	Securing officers to conduct patrols and enforcement of school zones/foot patrols through school areas	Grant acceptance 2023	March 31 2026	Huron OPP	Data collected through record management system. Survey to school staff for impact of police presence within the school
Active Shooter Training-Create Schedule	Map out annual training simulation days and schools for 5 schools within Huron County	Grant acceptance 2023	March 31 2026	Huron OPP/Avon Maitland District School Board/Coordinator	Measurable of front-line officers, school administration will be captured in attendance and survey following each training.
External Cameras for School Monitoring	Order and install external building cameras throughout the duration of the grant	Grant acceptance 2023	March 31 2026	Avon Maitland District School Board	Monitor and collect data relating to the increase in charges laid for suspicious
Speed Digital Signs	Secure and install digital speed signs within school zones	Grant acceptance 2023	March 31 2026	Municipality	This will increase community knowledge with media awareness. Data will be collected in the reach of print, electronic and social media interactions.

Mental Health/Drug Awareness Training	Secure and schedule speakers, and food for each event	April 1 2024	March 31 2026	Avon Maitland District School Board/Coordinator	By offering these training opportunities, it will increase students, stakeholders, and community members knowledge of the issues. Each participant will complete a survey to obtain the data.
Violence Threat Risk Assessment Train the Trainer -training for three	Select candidates for training, book training tickets, accommodations, and flights	April 1 2024	March 31 2025	Avon Maitland District School Board	Once training has been completed, VTRA training will be offered for teachers and community stakeholders increasing partnerships
School bus stop arm cameras	Enter contract with company to perform installation	April 1 2024	March 31 2026	Coordinator	Monitor and collect data relating to the increase in charges laid within the Highway Traffic Act for vehicles passing school buses with higher conviction rates.

**PERFORMANCE MEASUREMENTS - MINISTRY KPIS**

<b>Police Service Name:</b> (This is auto filled based on the information you input in tab "Project Work Plan and Activities)	Huron OPP	<p align="center"><b>GRANT PROGRAM: PROCEEDS OF CRIME FRONT LINE POLICING (POC FLP)</b></p> <p align="center"><b>GRANT CYCLE: 2023-24, 2024-25 AND 2025-26 (THREE YEARS)</b></p>			
<b>Project Title:</b> (This is auto filled based on the information you input in tab "Project Work Plan and Activities)	Huron Safe Schools & Proceeds of Crime Initiative				
<b>Priority</b>	<b>Ministry Key Performance Indicator (KPI)</b>	<b>Indicator to be Measured for Ministry KPI</b>	<b>Goal/Target</b> (Project Term - 2023 to 2026)	<b>Data Captured Based on</b> (Example, project based, unit based, police service based, other)	<b>Data Captured Based on Other</b> (please explain where data was captured from if other)
School Safety	Ensuring People Feel Safe and Secure	% of community members who indicated that the events increased their knowledge of the issue (survey of individuals who attend the outreach event)	40%	project-based data	
Organized Crime	Increasing Support to Front-line Officers - Equipment	Increase in number of policing equipment	50%	police service wide data	
Organized Crime	Increasing Support for Victims of Crime	Increase in number of partnerships with community agencies	20%	other	Avon Maitland District School Board
School Safety	Ensuring People Feel Safe and Secure	Increase in % of criminal investigations that result in arrest	75%	police service wide data	
Organized Crime	Increasing Support to Front-line Officers - Training	Increase in number of training hours for frontline officers	20%	project-based data	
School Safety	Reduction in the Incidence of Violent Crime	Decrease in the number of crimes reported	27%	police service wide data	

**PERFORMANCE MEASURES – SPECIFIC INDICATORS**

<p align="center"><b>Police Service Name:</b> <small>(This is auto filled based on the information you input in tab "Project Work Plan and Activities)</small></p>	<p align="center">Huron OPP</p>	<p align="center"><b>GRANT PROGRAM: PROCEEDS OF CRIME FRONT LINE POLICING (POC FLP)</b> <b>GRANT CYCLE: 2023-24, 2024-25 AND 2025-26 (THREE YEARS)</b></p>		
<p align="center"><b>Project Title:</b> <small>(This is auto filled based on the information you input in tab "Project Work Plan and Activities)</small></p>	<p align="center">Huron Safe Schools &amp; Proceeds of Crime Initiative</p>			
<p align="center"><b>Priority</b></p>	<p align="center"><b>Priority Specific Indicators</b></p>	<p align="center"><b>Goal/Target</b> <small>(Project Term - 2023 to 2026)</small></p>	<p align="center"><b>Data Captured Based on</b> <small>(Example, project based, unit based, police service based, other)</small></p>	<p align="center"><b>Data Captured Based on Other</b> <small>(please explain where data was captured from if other)</small></p>
<p align="center">School Safety</p>	<p align="center">% change in incidents requiring police response</p>	<p align="center">Decrease school bus offenses by 75% <small>(Current baseline= 28 school bus offenses in past four years: 2022-7;2021-4;2020-3;2019-14)</small></p>	<p align="center">project-based data</p>	
<p align="center">School Safety</p>	<p align="center">% of schools that organize/coordinate activities with police services</p>	<p align="center">Increase (train the trainer) certified members/educational staff with Violence Threat Risk Assessment (VTRA) Training by 100% (baseline-0 Target-3)</p>	<p align="center">other</p>	<p align="center">Avon Maitland District School Board</p>
<p align="center">Organized Crime (OC)</p>	<p align="center"># of school lockdowns initiated as a result of gun and gang activities</p>	<p align="center">Increase skills of front-line uniform officers, Emergency Response Team, Tactics and Rescue Unit along with school staff to respond in an active attacker scenario utilizing new equipment. (Baseline-1 training at one high school Target 5 trainings at 5 high schools in Huron County)</p>	<p align="center">police service wide data</p>	

School Safety	% of police of frontline officers who participate in non-enforcement activities with youth	Increase by 20%-active focus patrol within Town of Goderich and Municipality of Central Huron schools and school zones..	police service wide data	
School Safety	% of activities organized by school board/parent groups that include police services	Increase interactive training for staff/students/parents that include police services (Baseline-1, Target-4 events)	other	Avon Maitland District School Board