

THIS CONTRACT FOR SERVICE AGREEMENT made this 11th day of April, 2022

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON
(hereinafter referred to as “the Township”)

Of the first part

AND:

JOAN DONALDSON
(hereinafter referred to as “the Contractor”)

Of the second part

WHEREAS the Township wishes to engage the services of the Contractor to perform the duties of Election Consultant for the 2022 Municipal Election;

AND WHEREAS the Contractor wishes to perform said duties of Election Consultant for the 2022 Municipal Election;

AND WHEREAS the Township and the Contractor (herein referred to as “the parties”) wish to reduce this Agreement to writing;

NOW THEREFORE WITNESSETH in consideration of the Election Consultant services to be rendered by the Contractor to the Township the parties hereto agree as follows:

1. TERMS OF CONTRACT AND DUTIES

- a) The Township shall engage the Contractor as Election Consultant who shall provide the duties of Election Consultant for the 2022 Municipal Election. The duties and responsibilities in the performance of this Contract for Service Agreement include, but are not limited to, those duties and responsibilities as set out in Appendix “A” attached hereto and forming part of this Agreement and as set out on Form WT32 of the 2022 Township of Wollaston Municipal Elections Manual.
- b) It is understood and agreed that the above-named Contractor was Appointed as Election Consultant by Motion of Council No: 03 passed on September 13, 2021.
- c) It is understood that the Contractor is not an employee of the Township. Further the Contractor is responsible for any HST Liability.

Further, the payment detailed in Section 3, hereunder, is the sole obligation of the Township, that the Contractor is not entitled to the Township employee benefits, including but not limited to OMERS, CPP or EI contributions, vacation or holiday pay, life insurance, extended health coverage, dental coverage, or Workers Compensation.

The Contractor shall assume full responsibility and liability for the payment of any taxes due on monies received from the Township and shall indemnify and hold the Township harmless from and against all claims or demands under the **Income Tax Act of Canada** and the Province of Ontario, for or in respect of withholding tax and any interest or penalties relating thereto, or similarly with respect to the **Occupational Health and Safety Act, Workers' Compensation Act, Employment Standards Act** or the **Canada Pension Plan Act** and any costs or expenses incurred in defending such claims or demands.

- d) The Contractor shall furnish the Township with a monthly invoice showing all activities for said month, with it being understood and agreed upon that the Township will pay the Contractor for services provided from September 13, 2021, to December 31, 2022 (which represents the time period covered by this Contract for Service Agreement)
- e) The Contractor shall keep a record of all activities and make same available to the Township on request.

2. **TERMINATION OF THE CONTRACT**

- a) The Township may terminate the Contractor at any time without notice for cause.
- b) In addition, this agreement may be terminated in one of the following ways:
 - i) upon either party giving the other thirty (30) days written notice of the intention to terminate this agreement;
 - ii) upon the failure of the Contractor to perform the services as herein specified without the approval of the Township;
 - iii) in the event of acts of willful negligence or disobedience by the Contractor resulting in injury or damages to the Township;

3. **REMUNERATION**

On presentation by the Contractor of a monthly invoice for services rendered, the Township shall pay the Contractor:

- i) An Hourly rate of \$25.00
- ii) The Contractor will be reimbursed for mileage while attending training on behalf of the Township at a rate of \$.58 per kilometer or the rate currently set by the Township. The Contractor shall furnish the Township with satisfactory evidence of the kilometers traveled in the course of their duties.
- iii) The Township shall provide the Workplace Safety and Liability Insurance, Commercial General Liability, and Errors & Omissions Insurance coverages required by the Contractor in the course of the services being provided to the Township, and shall indemnify and hold the Contractor harmless from and against all claims or demands that may arise in the course of the Contractor's provision of services to the Township, herein described, and any costs or expenses incurred in defending such claims or demands.

4. HOURS OF WORK

- a) The Contractor shall provide the above noted services on an as needed basis, to prepare for the 2022 Municipal Election, and to staff the Township Revision Centre and Township Help Centre during the period agreed to by the Township Clerk-Administrator and the Contractor.

5. CONFIDENTIALITY OF INFORMATION

- a) The Contractor shall not disclose to anyone outside the employ of the Township, without written permission of the Township, any aspect of the Township's business, except as required, in the course of exercising their duties and responsibilities with the Township. This agreement will continue to restrict the Contractor's disclosure of such information after the termination of this agreement, until such information has been made public through no fault of the Contractor or for a period of three (3) months, whichever is lesser.
- b) After the termination of this agreement, the Contractor shall promptly return to the Township any of the Township's information, materials, and other property, which may subsequently be in the Contractor's possession, without further request from the Township.
- c) The Contractor shall not copy or reproduce any information obtained as a result of, or in connection with the Contractor's provision of service for the Township, by any means whatsoever without the expressed verbal or

written consent of the Township or except as required by the provision of their services. All such permitted copies shall contain any proprietary and confidential notices, which appear on the originals of the information.

6. SEVERABILITY

- a) If any provision or portion of any provision of this agreement should be held by a Court of competent jurisdiction to be unenforceable, invalid, or illegal, such provision or such portion of the provision shall be severable and shall be deemed to be completed and the remaining provisions or portions shall remain valid and binding.

7. GOVERNING LAW

- a) This agreement shall be construed in accordance with and governed by the laws in force in the Province of Ontario and as interpreted by the Courts of the Province.

8. BINDING EFFECT

- a) This agreement shall be binding upon the parties, their heirs, executors, administrators, successors, and assigns provided that this agreement shall be personal to the Contractor and may not be assigned by them.

9. TIME OF THE ESSENCE

- a) Time shall be of the essence in the performance of obligation pursuant to this agreement.

10. HEADINGS

- a) The headings in this agreement are for convenience and reference only and shall not form part of this agreement.

11. AMENDMENTS

- a) No provision of this agreement shall be amended, altered, or waived except by a further written agreement between the parties. No waiver of a provision of this agreement shall operate as waiver of any other provision or of the same provision on a future occasion.

12. ACKNOWLEDGEMENT

- a) The Contractor hereby acknowledges having read and understood the writing within this Agreement and understands she should obtain independent legal advice as to the legal consequences of its terms and conditions and is voluntarily executing this Agree in the full knowledge of its legal effect.
- b) In the event the Contractor does not obtain independent legal advice, she does so of their own accord and executes this Agreement in the full knowledge that the failure to obtain independent legal advice will not invalidate this Agreement.
- c) The Contractor acknowledges having been advised to obtain independent legal advice.

13. PROFESSIONAL DEVELOPMENT

- a) The Township acknowledges that it has agreed to incur the training costs and training time associated with the Contractor completing the AMCTO Elections Training modules, as verbally approved by the Clerk-Administrator in September 2021. The Township further acknowledges that it agrees to incur the training costs and training time associated with the Contractor participating in Training and Workshops provided by Municipal Property Assessment Corporation; Ministry of Municipal Affairs and Housing; AMCTO Zone 5 Election Related Workshops and Intelivote Training in 2021 and 2022.

THE PARTIES HERETO HAVE DULY EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 2022.

CONTRACTOR: JOAN DONALDSON

MAYOR: LYNN KRUGER

CLERK-ADMINISTRATOR: BERNICE CROCKER

CONTRACT FOR SERVICE AGREEMENT – ELECTION CONSULTANT

APPENDIX “A”

DELEGATION OF POWERS AND DUTIES:

The **Municipal Elections Act, 1996** authorizes the Clerk to “appoint any other election officials for the election and for any recount that the Clerk considers are required”

“**Election Consultant**” or “**Assistant Returning Officer**” shall be defined as an election official appointed by the Clerk to assist the Clerk in the performance of his or their duties in relation to the conduct of the 2022 Municipal Election.

GOALS AND OBJECTIVES:

To maintain the integrity of the election process and to carry out the election process.

DUTIES:

Reporting to the Clerk-Administrator, the Election Consultant assists the Clerk-Administrator and Staff to plan, organize and implement the 2022 Municipal Election.

The Election Consultant functions as the Alternate Returning Officer, as delegated by the Clerk-Administrator for the 2022 Municipal Election, providing leadership to the Township Elections Working Group to plan and implement all aspects of the election process.

The Election Consultant participates on the Township Elections Working Group with Municipal Staff.

The Election Consultant helps develop and maintain the elections schedule, oversees the nomination process, participates in training for election staff, arranges for advance polling locations if applicable, coordinates the preparation and deployment and use of voting equipment and technology, sets up related software programs and vote tabulating equipment.

The Election Consultant assists in developing the election plan, procedures and prepares for an election by carrying out pre-event tasks as directed by the Clerk-Administrator.

The Election Consultant assists in providing election information to candidates and the general public and third-party advertisers by telephone, in person and by correspondence.

The Election Consultant assists in updating and maintaining electronic records and systems related to the Municipal Election.

The Election Consultant assists in determination, contracting and confirmation of all voting locations as applicable.

The Election Consultant performs a variety of clerical duties such as filing, checking, sorting, indexing and record keeping related to the 2022 Municipal Election.

The Election Consultant prepares letters, reports, statements, and other documentation.

The Election Consultant operates standard office equipment.

The Election Consultant familiarizes their self with the **Municipal Election Act**.

The Election Consultant takes required oaths

The Election Consultant performs other responsibilities and duties as assigned by the Clerk-Administrator

RESPONSIBILITIES:

All the duties/responsibilities of the Deputy Returning Officer or Assistant Returning Officer shall be carried out in accordance with the **Municipal Elections Act, 1996** and the procedure set out and/or approved by the Returning Officer.

A. Pre Voting Day

- attend the training session/sign “Appointment and Preliminary Oath or Affirmation Election Officials” Form 18
- pick up the voting supplies for their Voting Place/Revision Center/Help Center/Ballot Return Station
- verify the supplies received with the supply list provided by the Clerk
- familiarize themselves with the election ballots, policies, procedures, voting system, Voters’ List management system, forms, oaths, Voters’ List, and Voter Help Centre
- familiarize themselves with the **Municipal Elections Act** and the procedures for conducting a Voter Help Centre
- attend a public information session
- respond to questions from electors
- determine the eligibility of voters
- assist the Returning Officer, as required

Voting Day

A. Before the Opening of the Voter Help Centre

Responsibilities include:

- arrive at the Voter Help Centre one-half hour prior to opening
- open and set up the Voter Help Centre
- remove all campaign material from the Voter Help Centre
- assist the Returning Officer, as required

B. During Voting Hours

Responsibilities include:

- ensure the conduct and integrity of the voting process
- determine the eligibility of voters
- ensure that all eligible voters who request a PIN receive a Voter Information Letter
- ensure that the Voter Help Centre is free of campaign material and is private
- administer any oaths as may be required
- close the Voter Help Centre at 8:00 p.m. or as otherwise directed (i.e., institutions)
- contact the Clerk in the event of an emergency
- assist the Returning Officer, as required

C. After the Close of the Voter Help Centre

Responsibilities include:

- conduct the counting of the ballots accurately and in a timely manner
- decide whether a ballot is to be counted or not
- once the counting of the ballots has been completed call the Municipal Election Office with the voting results
- complete the prescribed election forms including final Oath
- contact the Clerk in the event of difficulties
- assist the Returning Officer, as required