

## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 1<sup>st</sup> day of April 2017 (the "Effective Date")

### BETWEEN:

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Community Safety and Correctional Services**

**(the "Province")**

**- and -**

**Ontario Society for the Prevention of Cruelty to Animals (OSPCA)**

**(the "Recipient")**

### BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "**Parties**") agree as follows:

### ENTIRE AGREEMENT

This agreement (the "**Agreement**"), including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project Overview
- Schedule "D" - Budget
- Schedule "E" - Reporting Requirements
- Schedule "F" - Reporting Timelines and Schedule of Payments

Any amending agreement entered into as provided for below constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

### COUNTERPARTS

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### AMENDING THE AGREEMENT

The Agreement may only be amended by a written agreement duly executed by the Parties.

**ACKNOWLEDGEMENT**

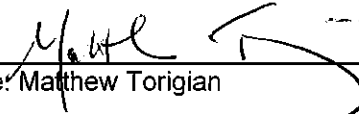
The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
represented by the Deputy Minister of Community Safety and  
Correctional Services**

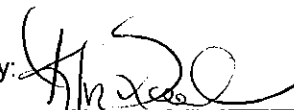
February 27, 2018  
Date

by:   
Name: Matthew Torigian  
Title: Deputy Minister, Ministry of Community Safety and  
Correctional Services

Authorized Signing Officer

**Ontario Society for the Prevention of Cruelty to Animals  
(OSPCA)**

2/21/2018  
Date

by:   
Name: Kate MacDonald  
Title: Chief Executive Officer, OSPCA

2/21/2018  
Date

  
Name: Tom Stephenson  
Title: Chief Financial Officer, OSPCA

I have authority to bind the Recipient.

**SCHEDULE "A"**  
**GENERAL TERMS AND CONDITIONS**

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**1.0 INTERPRETATION AND DEFINITIONS**

**1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

**1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

**"Affiliates"** means the affiliated societies that form part of the OSPCA and subject to rights and obligations as are provided in the by-law of the OSPCA.

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010* (Ontario).

**"Budget"** means the budget attached to the Agreement as Schedule "D".

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Event of Default"** has the meaning ascribed to it in section 15.1.

**"Expiration Date"** means the date on which this Agreement will expire and is the date set out in Schedule "B".

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**"Maximum Funds"** means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule "D".

**"Notice"** means any communication given or required to be given pursuant to the Agreement.

**"Notice Period"** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**"Party"** means either the Province or the Recipient.

**"Project"** means the undertaking described in Schedule "C".

**"PSSDA"** means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

**"Regular Inspections"** means a minimum of two annual inspections of each zoo and aquarium, including one in-season (i.e., approximately April 1 to September 30) inspection and one off-season (i.e. approximately October 1 to March 31) inspection.

**"Reports"** means the reports described in Schedule "E".

**"Timelines"** means the timelines described in Schedule "F".

## **2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement.

**2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
  - (b) procedures to ensure the ongoing effective functioning of the Recipient;
  - (c) decision-making mechanisms for the Recipient;
  - (d) procedures to enable the Recipient to manage Funds prudently and effectively;
  - (e) procedures to enable the Recipient to complete the Project successfully;
  - (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
  - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7.0; and
  - (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

### 3.0 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

### 4.0 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 **Funds Provided.** The Province will:
- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
  - (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule "F"; and
  - (c) deposit the Funds into an account designated by the Recipient provided that the account:
    - (i) resides at a Canadian financial institution; and
    - (ii) is in the name of the Recipient.
- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:
- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to

section 12.2;

- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) for Funding Year 2, the Province's payment of Funds is conditional on the Recipient:
  - (i) complying with the terms and conditions of the Agreement, including enhancing its operations, governance and accountabilities on an ongoing basis; and
  - (ii) submitting the Financial Reports in accordance with the requirements of Schedules "D", "E", and "F" respecting the use of Funds for the applicable Funding Year;
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section 14.1.

**4.3 Use of Funds and Project.** The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

**4.4 Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

**4.5 No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

**4.6 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**4.7 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

**4.8 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the

Agreement will not exceed the Maximum Funds.

4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:

- (a) it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

## 5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

## 6.0 CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the

disclosure.

## **7.0 REPORTING, ACCOUNTING AND REVIEW**

### **7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements set out in Schedule "F", or in a form as specified by the Province as deemed necessary;
- (b) submit to the Province at the address referred to in section 19.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

### **7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

### **7.3 Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

### **7.4 Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

### **7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

### **7.6 Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the Auditor General Act (Ontario) any



control whatsoever over the Recipient's records.

## 8.0 COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.
- 8.2 **Prior Written Approval.** The Recipient agrees to obtain prior written approval from the Province before using any Government of Ontario or Ministry logo or symbol in any communications including press releases, published reports, television programs, public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.
- 8.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## 9.0 FURTHER CONDITIONS

- 9.1 **Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

## 10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 11.0 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.
- 11.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any

Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

- 11.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

## 12.0 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30 day written notice of cancellation.

- 12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

## 13.0 TERMINATION ON NOTICE

- 13.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

- 13.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

- (i) permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b); and
- (ii) subject to section 4.8, provide Funds to the Recipient to cover such costs.

#### **14.0 TERMINATION WHERE NO APPROPRIATION**

**14.1 Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**14.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b).

**14.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **15.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

**15.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, its organizational structure, and/or governance structure changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) the Recipient ceases to operate.

15.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i).

15.5 **When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

## 16.0 FUNDS AT THE END OF A FUNDING YEAR

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### 17.0 FUNDS UPON EXPIRY

17.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### 18.0 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

18.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

18.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

18.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 19.1.

18.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### 19.0 NOTICE

19.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B", or as either Party later designates to the other by Notice.

19.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

19.3 **Postal Disruption.** Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

## **20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

20.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **21.0 SEVERABILITY OF PROVISIONS**

21.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **22.0 WAIVER**

22.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **23.0 INDEPENDENT PARTIES**

23.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **24.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

24.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

24.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be

binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **25.0 GOVERNING LAW**

25.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **26.0 FURTHER ASSURANCES**

26.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **27.0 JOINT AND SEVERAL LIABILITY**

27.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **28.0 RIGHTS AND REMEDIES CUMULATIVE**

28.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES**

29.1 **Recipient Acknowledges.** The Recipient:

- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

### **30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

#### **30.1 Other Agreements.** If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

### **31.0 SURVIVAL**

**31.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(d), 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.47.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

**- END OF GENERAL TERMS AND CONDITIONS -**



## SCHEDULE "B"

### PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<b>Maximum Funds</b>	<p>Year 1: \$5,750,000.00</p> <p>Year 2: \$5,750,000.00</p> <p>Total: \$11,500,000 over two fiscal years.</p>
<b>Expiration Date</b>	March 31, 2019
<b>Insurance</b>	\$ 2,000,000
<b>Contact Information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Ministry of Community Safety and Correctional Services Branch, Private Security and Investigative Services Branch, Public Safety Division</p> <p><b>Address:</b> 25 Grosvenor Street, 12<sup>th</sup> Floor, Toronto ON M7A 1Y6</p> <p><b>Attention:</b> Bruce Herridge, Director/Registrar, Private Security and Investigative Services Branch</p> <p><b>Email:</b> Bruce.Herridge@ontario.ca</p> <p><b>Phone:</b> (416) 326-0817</p> <p><b>Fax:</b> 416-212-1603</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> Ontario Society for the Prevention of Cruelty to Animals (OSCPA)</p> <p><b>Address:</b> 16586 Woodbine Avenue, Stouffville ON L4A 2W3</p> <p><b>Attention:</b> Jennifer Bluhm, Deputy Chief, Operations &amp; Administration</p> <p><b>Email:</b> <a href="mailto:jbluhm@ospca.on.ca">jbluhm@ospca.on.ca</a></p> <p><b>Phone:</b> 905-898-7122 ext.440</p> <p><b>Fax:</b> 905-853-8643</p>
<b>Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b> Tom Stephenson</p> <p><b>Position:</b> Chief Financial Officer</p> <p><b>Email:</b> <a href="mailto:tstephenson@ospca.on.ca">tstephenson@ospca.on.ca</a></p> <p><b>Phone:</b> 905-898-6986</p> <p><b>Fax:</b> 905-853-8643</p>

## **Additional Provisions:**

### **1. RETURN OF FUNDS**

The base/per capita funds for Branches and Affiliates must be used for initiatives to improve Province-wide coverage.

- If an Affiliate signs the Affiliate Report "A", but ceases to deliver services, the Recipient may use the balance of earmarked funds only if it provides services in the affected area.
- If an Affiliate does not sign an Affiliate Report and does not deliver services, the Recipient may use the funds originally earmarked for this Affiliate in order to deliver services in the affected area.
- If an Affiliate does not sign an Affiliate Report but continues to deliver services, the Affiliate will not be entitled to receive their share of the Province-wide coverage funds. Should this occur, the Recipient is not automatically entitled to keep the earmarked funds. As such, the Recipient must either:
  - Return the remaining funds to the Minister of Finance; or
  - Submit a proposal - for the Ministry's review and approval - outlining an alternative means of using the remaining funds so as to improve Province-wide coverage. If accepted by the Ministry, an amending agreement addressing the use of the funds will be executed. If not accepted by the Ministry, the funds must be returned to the Minister of Finance.
- If the Recipient is not satisfied that an Affiliate(s) portion of the Province-wide funds were used in accordance with the requirements provided for in Schedule "C" as well as the Affiliate Report Parts "A" and "B", the Recipient will:
  - Demand the return of the funds from the Affiliate, and the Recipient will return the funds by cheque payable to the Minister of Finance.

The Recipient must disclose to the Province any of the above instances, where funds are either not distributed or are not spent in accordance with this Agreement, at the earliest opportunity but not later than the next available Financial Statement. The Recipient shall return any such funds by April 15 of the following year. The cheque must be made payable to the Minister of Finance.

## SCHEDULE "C"

### PROJECT OVERVIEW

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#### PROJECT PURPOSE:

To improve animal protection in Ontario and support enforcement of the *OSPCA Act*, the Province will provide the Recipient with Funds to deliver effective, efficient and sustainable Province-wide animal welfare services. As part of this Agreement, the Province is required to ensure the funding it provides to the Recipient is used for the purposes for which it is intended. The OSPCA is responsible, for delivering services outlined in this Agreement, and is accountable for the Funds it receives and the results achieved.

#### 1. PROVINCE-WIDE COVERAGE:

The Recipient shall maintain effective, efficient, and sustainable Province-wide, animal welfare services, in partnership with individuals, communities and the police. Specific programs may be required to ensure compliance and enforcement of the *OSPCA Act* in Northern Ontario, and in any other area in the Province that the Province might deem to be underserved. The OSPCA's Investigation software will be the primary means of analyzing trends in animal welfare and tracking response times and actions, in order to ensure appropriate regional coverage on an on-going basis.

In support of Province-wide coverage, the Recipient will distribute \$3,200,000 to branches and affiliates using a base plus per capita funding formula:

##### a. *Funding Formula*

- \$1,600,000 (50 per cent of the allotted \$3,200,000) will be distributed annually among all branches/affiliates with each receiving an equal share. This constitutes "base" funding. For the purposes of this formula:
  - The OSPCA Central Regional Investigations building (CRIB) will receive an equal share of base funding consistent with the base funding received by branches/affiliates;
  - Each regional jurisdiction covered from the OSPCA's Stouffville\* Office, including Toronto, Peel Region and York Region, will receive an equal share of base funding consistent with the base funding received by branches/affiliates;
  - The OSPCA's Provincial Office will be considered a branch.

*\*Formerly referred to as Newmarket.*

- \$1,600,000 (50 per cent of the allotted \$3,200,000) will be distributed annually to each branch/affiliate proportionally according to approximate population served. This is the "per capita" portion of the formula. The Recipient must use 2011 Census data sourced from Statistics Canada to determine the per capita distribution. If data is unavailable for a specific geography, the Recipient will create a query with Statistics Canada to determine if a custom request is possible.

##### b. *Composition of Service Areas and Territories*

- The OSPCA will provide the Province with a Final Service Coverage Memo, due to the Province at the end of Funding Year 1, and again, at the end of Funding Year 2. The

Memo will include:

- The composition of its service areas and territories across the Province, including those served by OSPCA branches and affiliates;
  - A description of any adjustments in boundaries to prevent overlapping or uncovered territory;
  - The OSPCA guideline that addresses animal welfare enforcement services and territorial jurisdictions (if applicable).
- If the OSPCA does not provide the aforementioned Final Service Coverage Memo to the Province, it will not be eligible to receive Funds pursuant to this agreement. Please see schedule "F" for reporting timelines.

c. *Affiliate and Recipient Reports*

- In order for an Affiliate with the OSPCA to receive an allocated portion of Funds earmarked for Province-wide coverage, an Affiliate is required to submit Affiliate Report Part "A" to the Recipient, which outlines the Affiliate's commitment to:
  - Assist in providing Province-wide animal welfare enforcement services; and
  - Maintain its own call centre and display the phone number conspicuously on its website, or display conspicuously on its website either a 310-SPCA banner or a square "Report Animal Cruelty – 310-SPCA" image, such that anyone who wants to contact the Affiliate/OSPCA to report animal cruelty will be reasonably able to do so.
- The Recipient must collect all Affiliate Reports Part "A". Once collected, the Recipient will review and assess eligibility to receive funds for Province-wide coverage. Copies of these reports shall be submitted to the Ministry, along with Recipient Report "A". Once the Ministry has received these items, funds for Province-wide coverage will be disbursed to the Recipient for distribution to Affiliates per the Province-wide funding formula.
- At year-end, the Recipient will collect the completed Affiliate Reports Part "B", and review and assess the reports to ensure the Affiliates met their commitments as outlined in Affiliate Report Part "A". The Recipient will then submit copies of these reports to the Ministry, along with the completed Recipient Report Part "B". See Schedule "E", Part "A" and Part "B", for the Final Report templates.

## 2. **SHARED SERVICES**

### a. **Transparency**

- The Province seeks to foster transparency with respect to the Funds provided. The Recipient will be required to provide:
  - Written Disclosure, in advance and subject to Ministry pre-approval, of any proposed changes to items (a) – (h) as listed in Article 2.3 pertaining to animal welfare enforcement services which could be seen as contravening the agreed upon procedures and decision-making mechanisms. Disclosure will ensure the Recipient and Province work together to ensure the Recipient continues to be eligible to receive the funding outlined in this Agreement;

- Inspection and Investigation Reports – Upon request, summaries of all final reports on closed inspections and investigation will be provided. Data will be provided from the Recipient as requested with respect to ongoing inspections, including: facility names, month and year whereby an inspection was completed, completed inspections and statistics-based summary of provincial inspections, resolutions and inspection results.
  - The Recipient shall provide the Province with written notice of any internal/operational changes that may affect the OSPCA's ability to deliver effective, efficient and sustainable Province-wide animal welfare enforcement services (e.g. changes to the network of enforcement service providers, including addition or removal of an Affiliate) within 30 days of the change.
  - Supporting documentation providing proof of the matters referred to in Article 2.3 of this agreement must be provided by the Recipient upon request.
  - Changes and or failure to provide adequate documentation may render the Recipient ineligible for funding.
  - If the Ministry deems the Recipient to be ineligible, Section 15.2 of Schedule "A" to this Agreement will apply.
- b. **Call Centre:** Maintain the centralized call centre (i.e. 8am - 8pm), which includes assessing whether the call identifies that an animal is in distress or immediate distress, sorting requests for service based on their need or likely benefit from investigations services, and assigning those requests for service, in a timely manner, to the appropriate OSPCA Branch or Affiliate. Calls of an emergency nature will be referred to the appropriate first responder agency.
- c. **Public Complaints Processes:** The Recipient shall maintain processes to address instances where:
  - A member of the public believes that a violation of the OSPCA Act (e.g. an animal in distress call) has gone unresolved;
  - A member of the public wishes to file a complaint regarding the Recipient's delivery of animal protection services, or submit a suggestion on how the Recipient can improve any aspect of their service (e.g. Officer/inspector conduct, timeliness of service).

The Recipient shall maintain a third party review process to hear and independently process both types of complaints described above, to determine what action, if any, should be taken. The action taken is dependent on the complaint being within the OSPCA's scope. The Recipient shall ensure a process is in place whereby an individual who has submitted a complaint may request a status update.

The Recipient shall display a link to these processes clearly on the main page of their public website. It shall also make public a high level summary of the number and types of complaints received, and actions taken to address the complaint.

- d. **Centralized Inspectorate Training:** Provide each OSPCA-appointed Inspector and Agent with comprehensive training. This includes new hire training and specialized training as the Recipient deems to be appropriate.
- e. **Major Investigations Management (MIM):** Sustain the OSPCA's MIM process and its capacity for conducting investigations requiring specialized expertise and additional resources. In the

event a major investigation that could not reasonably be conducted within the Shared Services budget shown in Schedule "D", the Recipient may submit a proposal to the Province outlining the need for additional resources. The Parties may enter a separate transfer payment agreement with respect to additional resources in relation to the major investigation.

f. **Zoo and Aquarium Registry & Inspections:** Identify Ontario zoos and aquariums where possible, and in addition, maintain a voluntary registry of all facilities used to keep captive animals for exhibit and entertainment, including the zoos and aquariums. Provide newly opened facilities the opportunity to join the registry, and re-extend the offer to those that did not initially sign on. The registry, which will be regularly updated, shall include the following, as available :

- contact information;
- access to veterinarian;
- euthanasia policy;
- breeding program; and
- changes to animal inventory including births, deaths, and relocation plans including where animals are on loan to another facility or have been permanently transferred.

The Province of Ontario's Zoo and Aquarium Registry, while voluntary, will continue to support the OSPCA to conduct proactive inspections of these facilities. The Recipient/Affiliate(s) is to inspect each Ontario zoo and aquarium at least twice annually and the Recipient/Affiliate(s) will be required to provide any updates to the registry information at the time of their inspection.

**3. OTHER PROGRAMS**

- a. **Northern Ontario Programming:** Provide effective, efficient and sustainable investigations services in Northern Ontario. Identify any service gaps that exist, and provide targeted supplemental support services to improve investigations services, to the extent funding permits.
- b. **First Nations Strategy:** Expand outreach to First Nation communities to promote opportunities for the OSPCA to support enhanced animal welfare in those communities. Deliver applicable programming to interested communities.

**DATA COLLECTION REQUIREMENTS (the Recipient/ Affiliates commit to meeting the data collection requirements as available)**

Area of Focus	Performance Measures	Data Collection Requirements
<b>PROVINCE-WIDE COVERAGE</b>	Increase in the proportion of calls handled by OSPCA Agents/Investigators who are based in the region from which the call originated	(1) # of OSPCA branches by region (2) # of OSPCA affiliates by region (3) # of Agents/Inspectors available to respond to 'animal in distress' calls by region (4) # of cases where the responding Agent/Inspector arrives from outside the assigned area by region (5) # of completed investigations by Agents/Inspectors by region (6) Total # of minutes to arrive at the scene following an "animal in distress" call by region

Area of Focus		Performance Measures	Data Collection Requirements
			<p>The information below is required for Investigations, and Registered and Unregistered Zoo/Aquarium Investigations:</p> <p>(7) # of compliance orders issued  (8) # of cases where animals were removed  (9) # of <i>OSPCA Act</i> charges laid  (10) # of <i>Criminal Code</i> charges laid  (11) # of completed investigations deemed unsubstantiated  (12) maintain an updated registry as per Schedule "C", section 2(f) of this agreement</p>
<b>SHARED SERVICES</b>	<b>Transparency</b>	<p>Strengthen accountability with respect to contract management</p> <p>Increase transparency regarding inspection and investigation reports</p>	<p>(13) Submit meeting minutes from the Investigations Advisory Committee  (14) Submit Volume Reports by case and investigation type  (15) Provide written notice within 30 days of internal and operational changes impacting the delivery of Province-wide animal welfare enforcement services</p>
	<b>Call Centre</b>	Continue to promote the use of 310-sPCA and record the proportion of calls to 310-sPCA	<p>(16) # of calls received by local branches/affiliates by region  (17) # of calls received by 310-SPCA by region</p>
	<b>Public Complaints Process</b>	<p>Continue to manage the internal complaints process which is transparent and readily accessible to the public</p> <p>Decrease in the number of public complaints against OSPCA/affiliates received by the Province</p>	<p>(18) Description of process enacted to handle public complaints</p> <p>(19) Make available to the ministry for posting a high-level summary of the number and type of complaints, and actions taken to resolve the complaints  (20) Total # of complaints  a. # of complaints where violations have gone unresolved  b. # of complaints about service delivery, e.g. inspector conduct, where OSPCA took no remedial action (e.g., due to the complaint being out-of-scope)  c. # of complaints about service delivery, e.g. inspector conduct, where OSPCA took some form of remedial action. Please identify the remedial actions taken.</p>
	<b>Centralized Inspectorate Training</b>	Continue to ensure that all agents and inspectors have completed required specialized training and refresher training as required	<p>(21) % of Agents/Inspectors who have completed mandatory training by region (out of total # of available Agents/Inspectors in the region)  (22) % of Agents/Inspectors who completed required specialized training by region (out of total # of available Agents/Inspectors in the region)</p>
	<b>Major Investigations Management</b>	Continue to have available major investigations	(23) # of completed MIM investigations by case type by region (animal fighting rings; puppy/kitten mills; agricultural investigations; zoos/aquariums;

Area of Focus		Performance Measures	Data Collection Requirements
SHARED SERVICES (cont'd)		management resources to assist the ministry/province as required	other) (24) # of qualified MIM investigators by region (25) Total hours MIM training received by agents /inspectors/investigators (26) # of charges laid, <i>OSPCA Act</i> (27) # of charges laid, <i>Criminal Code</i>
	Zoo and Aquarium Registry & Inspections	Maintain 100% completion rate of specialized training for all zoo/aquarium inspectors  Maintain 100% completion rate of inspections of registered and un-registered zoos/aquariums	(28) # of zoos/aquariums known to the OSPCA (29) # of registered zoos/aquariums (30) # of unregistered zoos/aquariums (31) # of non-inspection staff (32) # of qualified zoo/aquarium inspectors  # of inspections completed by region: (33) <b>registered</b> zoos/aquariums (34) <b>un-registered</b> zoos/aquariums  # of investigations completed by region: (35) <b>registered</b> zoos/aquariums (36) <b>un-registered</b> zoos/aquariums
OTHER PROGRAMS	Northern Ontario Programming	Increase in the number of programs delivered within Northern Ontario communities	(37) List all programs being delivered within Northern Ontario communities (38) # of completed investigations in Northern Ontario (39) # of animals transported out of Northern non-First Nations communities to other regions
	First Nations Strategy	Increase in the number of First Nations communities that enter into partnerships with OSPCA/affiliates  Increase in the number of programs delivered in First Nations communities  Increase in the number of animals who are spayed/neutered	(40) List all programs being delivered within First Nations communities (41) List all First Nations communities with whom the OSPCA has partnerships (42) # of animals spayed/neutered (43) # of spay/neuter clinics (44) # of animals vaccinated (45) # of animals transported (46) # of animals micro-chipped



## SCHEDULE "D"

### BUDGET

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#### 1. BUDGET OVERVIEW

The Funds provided by the Province, for services provided in maintaining and enforcing provincial animal welfare legislation, shall be used by the Recipient to deliver effective, efficient and sustainable Province-wide animal welfare enforcement services. As part of this Agreement, the Province is required to ensure the funding it provides to the Recipient is used for the purposes for which it is intended. The OSPCA is responsible for delivering services outlined in this Agreement, and is accountable for the Funds it receives and the results achieved.

The Maximum Funds payable by the Province to the Recipient under this Agreement shall be Eleven Million Five Hundred Thousand Dollars (\$11,500,000.00).

The Province shall provide the Recipient with up to Five Million Seven Hundred Fifty Thousand Dollars (\$5,750,000.00) per Funding Year.

NOTE: the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1. Furthermore, the individual allocations as described in the table(s) below are subject to change by recommendation of the OSPCA and upon the Province's prior approval.

In support of Province-Wide Coverage, the Recipient will distribute \$3,200,000 to branches and affiliates using a base plus per capita funding formula.

The following table outlines the budget for Year 1.

#### Year 1 Budget

<b>Project Areas of Focus</b>	<b>Budget (Year 1)</b>
Province-wide Coverage	\$3,200,000
Shared Services	\$2,225,000
Other Programs	\$325,000
<b>Total</b>	<b>\$5,750,000</b>

## Year 2 Budget

The preliminary budget for Year 2 is outlined below. The Budget for Year 2 could be discussed with the Recipient following the Province's receipt of the Quarter 2 deliverables as outlined in Schedule "F", and further adjustments may be made.

<b>Project Areas of Focus</b>	<b>Budget (Year 2)</b>
Province-wide Coverage	\$3,200,000
Shared Services	\$2,225,000
Other Programs	\$325,000
<b>Total</b>	<b>\$5,750,000</b>

## **2. BUDGET DETAILS**

### **Province-wide Coverage (i.e., funding to affiliates, branches)**

- a. Funding must be utilized for initiatives to improve Province-wide coverage (e.g., salaries of non-MIM investigators and staff; investigation-related expenses; related information technology (IT) including hardware and software, etc.)

### **Shared Services**

- a. **Transparency**  
Funding must be utilized to ensure compliance with transparency processes and procedures (e.g. salaries of personnel tasked with compliance confirmations and disclosures).
- b. **Call Centre**  
Funding must be allocated to the operating costs and maintenance of a call centre (e.g., salaries of call centre staff, specialized call centre training; related IT costs including hardware and dedicated software; licensing and maintenance agreements).
- c. **Public Complaints Processes**  
Funding must be used to maintain necessary public complaints processes (e.g., salaries of personnel tasked with documenting and responding to public complaints).
- d. **Centralized Inspectorate Training**  
Funding must be utilized to deliver centralized training to support Recipient's enforcement activities (e.g., delivery of comprehensive Inspector and Agent training programs; delivery of

additional specialized training, delivery of training for specific roles; salaries of dedicated training personnel).

e. **Major Investigations Management**

Funding must be allocated to the operating costs of the Major Investigations Management process (e.g., delivery of specialized training; salaries of agents / inspectors, investigators and support staff; investigation-related expenses; related IT including hardware and software).

f. **Zoo and Aquarium Registry**

Funding must be allocated towards maintaining the Zoo and Aquarium Registry and Inspection program (e.g., salaries of zoo and aquarium inspection and support staff, inspection-related expenses; related IT including hardware and dedicated software).

**Other Programs**

a. **Northern Ontario Programming**

Funding must only be used for the purpose of programming specifically benefiting Northern Ontario (e.g., salaries of staff involved in delivering programming; related expenses including travel and necessary equipment; related IT including hardware and software).

b. **First Nations Strategy**

Funding must only be used for the purpose of programming specifically benefitting First Nations communities (e.g., salaries of staff involved in specific outreach activities; related expenses including travel and necessary equipment; related IT including hardware and software).

## SCHEDULE "E"

### REPORTING REQUIREMENTS

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The following are the reporting requirements:

1. **Recipient Report Part "A" and copies of all Affiliate Report "Part A's"** – To be provided to the Ministry no more than 60 days following execution of this Agreement by the Ministry.
2. **Quarterly Data Reports** – Quarterly Reports pertaining to the activities funded under this Agreement shall be provided to the Province. The reports will be submitted within the Excel document created by the Province and provided as the attached "**OSPCA Quarterly Data Report**" to this Agreement.
3. **Semi-annual Financial Statements and Summary of Province-wide Coverage Allocation Payments** – An authorized signing representative for the Recipient, verifying the accuracy of the claim, must sign the statement and allocation summary.
4. **Interim Reconciliation Report & Final Reconciliation Report** – Both the interim and final reports will contain the following elements:
  - a) *Executive Summary on Achievements in the Project Areas of Focus* - Details how provincial funds were spent and how those funds contributed to improving animal welfare and reducing animal cruelty in Ontario. The Executive Summary should address progress and any key achievements falling under categories described in Schedule "C"
  - b) *Detailed Analysis of Achievements in the Project Areas of Focus* - Indicates progress on deliverables using the template provided as the Appendix "**OSPCA Interim/Final Reconciliation Report**" to this Agreement.
5. **Recipient Report Part "B" and copies of all Affiliate Report "Part B's"** – Confirms funds were used in accordance with project overview, confirms review of Affiliate Reports Part "B".
6. **Final Service Coverage Memo** – Identifies the composition of service areas and territories (see Schedule "C", item #1 for additional information).

**RECIPIENT REPORT**

**PART "A"**

**RECIPIENT REQUIREMENTS** (RECIPIENT TO ASSESS WHETHER EACH AFFILIATE HAS MET THE REQUIREMENTS DESCRIBED BELOW IN ORDER TO RECEIVE AN ALLOCATION OF AGREEMENT FUNDS, AND PROVIDE COPIES OF ALL EXECUTED AFFILIATE REPORT PART "A's" TO MINISTRY).

In exchange for an allocated portion of Funds, an Affiliate is required to submit to the Recipient, a completed and signed Affiliate Report Part "A" within 60 days of the execution of the Agreement by the Ministry.

The Recipient will review each submitted Affiliate Report Part "A" and satisfy itself that the following criteria were met by the Affiliate:

Commitment to:

- a. Assist in providing Province-wide animal welfare enforcement services;
- b. Maintain, either own hotline, or display conspicuously on its website a 310-SPCA banner or square "report animal cruelty – 310-SPCA" image.

Number of Affiliate Reports Received, Reviewed and Provided to the Ministry:

\_\_\_\_\_

**AUTHORIZED SIGNATORY FOR RECIPIENT**

I hereby certify that the above information is true and correct.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Title

**RECIPIENT REPORT**

**PART "B"**

**RECIPIENT REQUIREMENTS** (RECIPIENT TO ASSESS WHETHER EACH AFFILIATE HAS MET THE REQUIREMENTS DESCRIBED BELOW IN ORDER TO RECEIVE AN ALLOCATION OF AGREEMENT FUNDS, AND PROVIDE COPIES OF ALL EXECUTED AFFILIATE REPORT PART "B's" TO MINISTRY).

The Recipient will review each submitted Affiliate Report Part "B" and satisfy itself that the following criteria were met by the Affiliates:

- a. Assisted in providing Province-wide animal welfare enforcement services;
- b. Maintained, either own hotline, or display conspicuously on its website a 310-SPCA banner or square "report animal cruelty – 310-SPCA" image.

Additionally, the Recipient is satisfied that the Affiliates/:

- Maintained bookkeeping and accounting records relating to the allocation of Funds received from the Recipient, separate from other bookkeeping and accounting records of the Affiliate/;
- Provided all documentation related to the allocation of Funds, upon request, to the Recipient or the Province.

Number of Affiliate Reports Received, Reviewed and Provided to the Ministry:

\_\_\_\_\_

**AUTHORIZED SIGNATORY FOR RECIPIENT**

I hereby certify that the above information is true and correct and internal controls were exercised to ensure all funds allocated for the above detailed activities were used for the purposes of completing the Project, and were not used for any other purpose.

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Title

**AFFILATE REPORT**

**PART "A"**

**(TO BE COMPLETED BY AFFILIATE AND SUBMITTED TO RECIPIENT):**

**AFFILIATE ACKNOWLEDGEMENT**

In exchange for an allocation of funds provided to the Recipient by the Ministry, I acknowledge that

\_\_\_\_\_  
(Name of Affiliate)

will provide the following services in support of the provision of Province-wide enforcement coverage:

- a. Assist in providing Province-wide animal welfare enforcement services;
- b. Maintain, either own hotline, or display conspicuously on its website a 310-SPCA banner or square "report animal cruelty – 310-SPCA" image.

In exchange for an allocation of Funds from the Recipient, I also acknowledge the following responsibilities:

- Maintain bookkeeping and accounting records relating to the allocation of Funds received from the Recipient, separate from other bookkeeping and accounting records of the Affiliate;
- Provide all documentation related to the allocation of Funds, upon request, to the Recipient or the Province.

**AUTHORIZED SIGNATORY FOR AFFILIATE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**AFFILIATE REPORT**

**PART "B"**

**(TO BE COMPLETED BY AFFILIATE AND SUBMITTED TO RECIPIENT):**

In exchange for an allocation of funds provided to the Affiliate by the Recipient, the following responsibilities in support of the provision of Province-wide animal welfare enforcement services coverage were fulfilled:

- a. Assisted in providing Province-wide animal welfare enforcement services;
- b. Maintained, either own hotline, or display conspicuously on its website a 310-SPCA banner or square "report animal cruelty – 310-SPCA" image.

Additionally, I acknowledge that the Affiliate named below has fulfilled the following responsibilities:

- Maintained bookkeeping and accounting records relating to the allocation of Funds received from the Recipient, separate from other bookkeeping and accounting records of the Affiliate;
- Provided all documentation related to the allocation of Funds, upon request, to the Recipient or the Province;

**AUTHORIZED SIGNATORY FOR AFFILIATE**

I hereby certify the above information is true and correct and internal controls were exercised to ensure all funds allocated for the above detailed activities were used for the purpose of receiving a share of Agreement Funds, as allocated by the Recipient as provided for in the Funding Formula, for the purposes of completing the Project, and were not used for any other purpose.

I acknowledge the responsibility of the Province to ensure accountability for provincial funding, in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario), the Province or an independent auditor identified by the Province may require the disclosure of records and documents related to the expenditure of Funds allocated to the Affiliate by the Recipient, and may conduct an audit or investigation with respect to the expenditure of the Funds allocated to the Affiliate.

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(Name of Affiliate)

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Signature

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Date

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Name

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Title



## SCHEDULE "F"

### REPORTING TIMELINES AND SCHEDULE OF PAYMENTS

#### 1. TIMELINES

As the Province must review and analyze all reports on a timely basis, it is critical that the reports be submitted on the due dates. In accordance with section 7.1 of the Agreement, the Recipient shall adhere to the following due dates and provide the Province with:

(a) YEAR 1

DUE DATE	DELIVERABLES
~ Within 60 days of the Execution of the Agreement, and Prior to Distribution of Funds to Affiliates ~	<ol style="list-style-type: none"> <li>1. Recipient Report Part "A"</li> <li>2. Copies of all signed Affiliate Reports Part "A".</li> </ol>
~ March 2, 2018 ~ [End of Q3 (April 2017 – December 2017)]	<ol style="list-style-type: none"> <li>3. Q3 Data Report (Aggregate of Q1, Q2, Q3 data)</li> <li>4. Interim Financial Statement and Allocation Summary</li> <li>5. Interim Reconciliation Report</li> </ol>
~ April 15, 2018 ~ [End of Q4 (January 2018 – March 2018)]	<ol style="list-style-type: none"> <li>6. Q4 Data Report</li> <li>7. Final Financial Statement and Allocation Summary</li> <li>8. Final Reconciliation Report</li> <li>9. Final Service Coverage Memo</li> <li>10. Recipient Report Part "B"</li> <li>11. Copies of all signed Affiliate Reports Part "B".</li> </ol>

(b) YEAR 2

DUE DATE	DELIVERABLES
~ June 1, 2018 ~ [Within 60 days of the start of the 2017/18 Fiscal Year]	<ol style="list-style-type: none"> <li>1. Recipient Report Part "A"</li> <li>2. Copies of all signed Affiliate Reports Part "A".</li> </ol>
~ July 1, 2018 ~ [End of Q1 (April 2018 – June 2018)]	<ol style="list-style-type: none"> <li>3. Q1 Data Report</li> </ol>
~ October 1, 2018 ~ [End of Q2 (July 2018 – September 2018)]	<ol style="list-style-type: none"> <li>4. Q2 Data Report</li> </ol>
~ January 15, 2019 ~ [End of Q3 (October 2018 – December 2018)]	<ol style="list-style-type: none"> <li>5. Q3 Data Report</li> <li>6. Interim Financial Statement and Allocation Summary</li> <li>7. Interim Reconciliation Report</li> </ol>
~ April 15, 2019 ~ [End of Q4 (January 2019 – March 2019)]	<ol style="list-style-type: none"> <li>8. Q4 Data Report</li> <li>9. Final Financial Statement and Allocation Summary</li> <li>10. Final Reconciliation Report</li> <li>11. Final Service Coverage Memo</li> <li>12. Recipient Report Part "B"</li> <li>13. Copies of all signed Affiliate Reports Part "B".</li> </ol>

The Province shall analyze and review all performance measures as well as data collection requirements. Where reports are found to be complete and accurate, the Province shall initiate the associated funding disbursement process no later than five weeks from the date of report submission.

## **2. SCHEDULE OF PAYMENTS**

In YEAR 1, the first payment of funds of up to four million four hundred and seventy-five thousand dollars (\$4,475,000.00), representing 50% of funding dedicated to Shared Services and Other Programs and 100% of the base/per capita funding for Branches and Affiliates, will be provided to the Recipient upon the Province's review of:

- The execution of the Agreement;
- Recipient Report "A";
- Signed copies of all Affiliate Reports Part "A".

A second (final) payment of one million two hundred and seventy-five thousand dollars (\$1,275,000.00) will be provided to the Recipient upon the Province's review of:

- Q3 Data Report (Aggregate of Q1, Q2, Q3 data);
- Interim Financial Statement and Allocation Summary;
- Interim Reconciliation Report.

This final payment represents the remaining 50% of Shared Services and Other Programs funding.

In YEAR 2, the first payment of funds of up to one million two hundred and seventy-five thousand dollars (\$1,275,000.00), i.e., 50% of funding dedicated to Shared Services and Other Programs, will be provided to the Recipient upon the Province's review of:

- Year 1 Q4 Data Report;
- Year 1 Final Financial Statement and Allocation Summary;
- Year 1 Final Reconciliation Report;
- Year 1 Final Service Coverage Memo;
- Year 1 Recipient Report Part "B";
- Year 1 Signed copies of all Affiliate Reports Part "B".

A second payment of funds of up to one million six hundred thousand dollars (\$1,600,000.00), representing 50% of the base/per capita funding for Branches and Affiliates, will be provided to the Recipient upon the Province's review of:

- Year 2 Recipient Report "A";
- Signed copies of all Affiliate Reports Part "A".

A third payment of two million eight hundred and seventy-five thousand dollars (\$2,875,000.00) will be provided to the Recipient upon the Province's review of:

- Year 2 Q3 Data Report;
- Year 2 Interim Financial Statement and Allocation Summary;
- Year 2 Interim Reconciliation Report.

NOTE: The Province's payment of funds is conditional on the Recipient's timely submission of the reporting requirements in accordance with Schedules "D", "E", & "F". The Province will transfer the three payments in Year 1 and the three payments in Year 2 once it has reviewed the necessary reporting requirements and ensured the Recipient is in compliance with the terms and conditions of the Agreement, including:

- Enhancing its operations and accountabilities on an ongoing basis; and
- Meeting/progressing on the project areas of focus and specific objectives, to the extent that the Province deems to be appropriate, as outlined in Schedule "C".

**APPENDIX: "OSPCA INTERIM/FINAL RECONCILIATION REPORT"**

**ONTARIO-OSPCA TPA (2017/18 – 2018/19)**

*Last Updated: DATE*

The following chart lists all Year 1/Year 2 Project Areas of Focus and Specific Objectives as they appear in Schedule "C" of the 2017/18 – 2018/19 Ontario-OSPCA Transfer Payment Agreement (TPA). It serves as a tool to track progress toward meeting the TPA's requirements.

	PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES	REPORT ON PROGRESS / OUTCOMES
<b>PROVINCE-WIDE COVERAGE</b>	Distribute funding as per funding outlined in Section 1 of schedule "D".	
	Endeavour to ensure all regions in Ontario are effectively served, in partnership with individuals, communities and the police.	
	Obtain an Affiliate Report from each Affiliate providing investigations services, confirming the Affiliate's commitment to assist in providing Province-wide coverage (see Schedule "E").	
	Provide a Final Service Coverage Memo at the end of each Funding Year that outlines the composition of the OSPCA's service areas and territories across the Province. See Section 1 of schedule "C" for required details.	
	Implement and utilize an investigations software system, including among Affiliates, to analyze and monitor Province wide service delivery and welfare trends.	
<b>SHARED SERVICES</b>	<b>Transparency</b>	Ensure compliance with Article 2.3 of the Agreement in order to ensure appropriate use of provincial funds. Provide all required documentation and disclosures, as outlined in Schedule "E".
		Continue to foster transparency with respect to operations pertaining to the Funds provided, as outlined in Schedule "C".
	<b>Call Centre</b>	Maintain Province-wide operation of 310-SPCA call centre.

	PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES	REPORT ON PROGRESS / OUTCOMES
	Continue to ensure calls can be received Province-wide and that investigators are dispatched from the most practical branch/affiliate.	
Public Complaints Process	Provide a detailed overview of the current public complaints process, demonstrating how it addresses the two types of public complaints outlined in Section 2 of Schedule "C".	
	Identify and address any gaps in the public complaints process.	
Centralized Inspectorate Training	Deliver comprehensive investigations training to Inspectors and Agents, including: <ul style="list-style-type: none"> <li>• new hire training; and</li> <li>• specialized training.</li> </ul> Continuously improve training program by exploring new areas/opportunities for training.	
Major Investigations Management	Ensure MIM services are available as personnel receive specialized training required for performing their role, including first-time and ongoing training.	
Zoo and Aquarium Registry & Inspections		
<i>Inspections</i>		
	Maintain zoo and aquarium inspection program.	
	Unregistered facilities – conduct a minimum of 2 unscheduled inspections per zoo/aquarium per year.	
	Registered facilities – conduct of 1 inspection per zoo/aquarium per year for a minimum total of 2 inspections per year.	
	Upon request, provide the Province with summaries of all final reports on closed inspections.  Upon request, provide data with respect to ongoing	

	PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES	REPORT ON PROGRESS / OUTCOMES
	<p>inspections, including: facility names, month and year whereby an inspection was completed, completed inspections and statistics-based summary of provincial inspections, resolutions and inspection results.</p>	
	<i>Registry</i>	
	<p>Maintain voluntary registry database with information for each facility that shall include, when available:</p> <ul style="list-style-type: none"> <li>a) contact information;</li> <li>b) access to a veterinarian;</li> <li>c) euthanasia policy;</li> <li>d) breeding program; and</li> <li>e) changes to animal inventory including birthday, deaths, and relocation plans including where animals are on loan to another facility or have been permanently transferred.</li> </ul>	
	<p>Upon request, provide the Province with registry-related information, including: facility names, total provincial inventory of animals from participating facilities, date when a facility was added to the registry, total complaints received sorted by complaint type and complaint status.</p>	
	<i>Staffing</i>	
	Zoo/aquarium inspections program shall be adequately resourced.	
OTHER	Northern Ontario Programming	<p>Improve capacity of Northern Ontario to conduct its own investigations, decreasing support from outside the region, in partnership with individuals, communities and the police.</p>

PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES		REPORT ON PROGRESS / OUTCOMES
	Identify service gaps in Northern Ontario communities and deliver associated supplemental services (e.g., transport) as needed, in partnership with individuals, communities and the police.	
	Track and describe how funds allocated to Northern Ontario programming were employed, and subsequent benefits generated.	
<b>First Nations Strategy</b>	<p>Endeavour to increase the number of partnerships between the OSPCA and First Nations Communities</p> <p>Increase the number of programs delivered within First Nations communities. Describe programs delivered and outcomes achieved.</p>	