

THE AGREEMENT effective as of the 1st day of April, 2013.

BETWEEN :

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

(the "Ministry")

- and -

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

(the "Recipient")

WHEREAS:

- A. The Ministry seeks to support the Recipient in delivering long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as appropriate governance and accountability of the OSPCA.

AND WHEREAS:

- B. The Recipient will commit to delivering province-wide law enforcement services and improving their organizational accountability and governance as further described in Schedule A.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 -- 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 background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;
and

(e) "include", "includes" and "including" shall not denote an exhaustive list.

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

"Agreement" means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

"Affiliates" means the affiliated societies that form part of the OSPCA and are subject to rights and obligations as are provided in the by-laws of the OSPCA. R.S.O. 1990, c. O.36, s. 4; 2008, c. 16, s. 3.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"Budget" means the budget attached to the Agreement as Schedule "B".

"Expiry Date" means the date for expiry of this Agreement, as set out in section 3.1.

"Effective Date" means the date first above written.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Force Majeure" has the meaning ascribed to it in Article 26.

"Funding Period" means: the period commencing on the Effective Date and ending on the Expiry Date.

"Funding Year" means any of Funding Year 1 or Funding Year 2.

"Funding Year 1" means April 1, 2013 through March 31, 2014.

"Funding Year 2" means April 1, 2014 through March 31, 2015.

"Funds" means the money the Ministry 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 Eleven Million Dollars (11,000,000). In accordance with Schedule B, the maximum Funds payable shall be Five Million, Five Hundred Thousand Dollars (\$5,500,000) per Funding Year.

"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 Ministry considers it reasonable to extend that time.

"**Parties**" means the Ministry and the Recipient and "**Party**" means either one of them.

"**Project**" This initiative, which is to ensure long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as appropriate governance and accountability of the OSPCA, is defined in this agreement as the "Project."

"**Project Completion Date**" means the date for completion of the Project, as set out in section 3.1.

"**Timelines**" means the dates and times set out in Schedule "C".

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

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

ARTICLE 2 -- REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is and shall 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 shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Ministry 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 shall continue to be true and complete for the term of the Agreement.

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

- (a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that upon execution and for the period during which the Agreement is in effect, it:

(a) has made only one request for these Funds and shall accept Funds under this Agreement and not under any other agreement;

(b) shall have procedures to enable the preparation and delivery of the Reconciliation Report required pursuant to Article 7; and shall report on the specific expenditures according the requirements of this Agreement;

(c) shall have in place, as a condition of funding, such governance and the administrative structures and processes necessary to (i) ensure prudent and effective management of the Funds; (ii) enable the successful completion of the Project and the timely identification of risks to the completion of the Project; and (iv) to address the identified risks.

(d) shall report on the specific expenditures according to established expectations as set out in this Agreement (as per Schedule "B");

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 2.

ARTICLE 3 -- TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date of April 1, 2013 and shall expire on the Expiry Date of March 31, 2015, unless terminated earlier pursuant to Articles 12, 13 or 14.

ARTICLE 4 -- FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Ministry shall:

(a) provide the Recipient Funds up to the Maximum Funds for the purpose of carrying out the Project as specified in Schedules "A" and "B";

(b) provide the Funds directly to the Recipient through transfer payments in accordance with the payment schedule attached to the Agreement as Schedule "B"; 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 Ministry is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
- (b) for Funding Year 2, the Ministry'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 "C", "D", and "E" respecting the use of Funds for the applicable Funding Year;
- (c) the Ministry is not obligated to provide Funds until it is satisfied with the Reports;
- (d) the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1; and
 - (i) if the Recipient identifies that the Funds for the Funding year are not expected to be used for the Funding purposes, the Ministry may reallocate the Funds as it sees fit; or
 - (ii) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Ministry does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Ministry is not obligated to make any such payment, and, as a consequence, the Ministry may:
 - (a) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (b) terminate the Agreement pursuant to section 13.1.

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

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) 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;

- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with Budget, as approved by the Ministry.

- 4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Ministry.
- 4.5 **Interest Bearing Account.** If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **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.

ARTICLE 5 -- ACQUISITION OF GOODS AND SERVICES

- 5.1 **Acquisition.** Subject to section 31.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.

ARTICLE 6 -- CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall 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 and the use of the Funds.

6.3 **Disclosure to Ministry.** The Recipient shall:

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

ARTICLE 7-- REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient shall:

- (a) submit to the Ministry at the address provided in section 18.1, Reports, as set out in Schedules "D" and "E", in accordance with the requirements and timelines set out in Schedule "C";
- (b) submit to the Ministry at the address provided in section 18.1, any other reports as may be requested by the Ministry in accordance with the Timelines and content requirements specified by the Ministry;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; 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 shall keep and maintain:

- (a) all audited financial records (including invoices) relating to the Funds for each reporting period (i.e., April 1 to March 31) 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 for each reporting period (i.e., April 1 to March 31) or otherwise to the Project in a manner consistent with generally accepted accounting principles.

7.3 **Inspection.** The Ministry, its authorized representatives or an independent auditor identified by the Ministry 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

expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

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

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

7.6 **Auditor General.** For greater certainty, the Ministry'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).

ARTICLE 8 - CREDIT AND PUBLICITY

8.1 **Acknowledge Support.** Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Project, including for greater certainty, press releases, published reports, radio and television programs and public meetings, using the following standard:

"This Project has been made possible by a grant from the Ministry of Community Safety and Correctional Services."

8.2 **Announcement.** The Ministry reserves the right to make the initial public announcement. The Recipient shall not announce the receipt of (or the expectation to receive) the Funds until after the Ministry's public announcement.

8.3 **Prior Written Approval.** The Recipient agrees to obtain prior written approval from the Ministry 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.

8.4 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Ministry.

**ARTICLE 9 -- FREEDOM OF INFORMATION AND PROTECTION OF
PRIVACY**

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

ARTICLE 10 -- INDEMNITY

- 10.1 **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 Ministry.

ARTICLE 11 -- INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall 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 five million dollars (\$5,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insurers 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, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

ARTICLE 12 -- TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Ministry may terminate the Agreement at any time upon giving at least sixty (60) days' Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Ministry.** If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:
- (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/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 -- TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:
- (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/or
 - (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 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not provide additional Funds to the Recipient.

ARTICLE 14 -- EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the Ministry, 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; and/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, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (d) the Recipient ceases to operate; and
- (e) an event of Force Majeure that continues for a period of 60 days or more.

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

- (a) initiate any action the Ministry 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 Ministry determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further installments 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 Ministry provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Ministry provides the Recipient with an opportunity to remedy the Event of Default, the Ministry shall provide Notice to the Recipient of:

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

14.4 **Recipient not Remediating.** If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Ministry 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 Ministry,

the Ministry may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

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

ARTICLE 15 -- FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Ministry will require the return of the unspent Funds by April 15 immediately following the end of the funding year.

ARTICLE 16 -- FUNDS UPON EXPIRY

16.1 **Funds upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

ARTICLE 17 -- REPAYMENT

17.1 **Debt Due.** If:

- (a) the Ministry demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Ministry, whether or not their return or repayment has been demanded by the Ministry, such Funds or other money shall be deemed to be a debt due and owing to the Ministry by the Recipient, and the Recipient shall pay or return the amount to the Ministry immediately, unless the Ministry directs otherwise.

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

17.3 **Payment of Money to Ministry.** The Recipient shall pay any money owing to the Ministry by cheque payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

ARTICLE 18 -- NOTICE

18.1 **Notice in Writing.** Notices and communications shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Ministry Contact and the Recipient, respectively, as set out below, or as either Party later designates to the other by Notice:

To the Ministry:
 Ministry of Community Safety and
 Correctional Services
 External Relations Branch
 Public Safety Division
 25 Grosvenor Street, 12th Floor
 Toronto ON M7A 2H3

Attention:
 Mike Zimmerman
 Manager, Public Safety Projects
 E-mail: mike.zimmerman@ontario.ca

To the Recipient:
 OSPCA
 16586, Woodbine Avenue
 Newmarket ON L3Y 4W1

Attention:
 Kate MacDonald
 Chief Executive Officer, OSPCA
 E-mail: kmacdonald@ospca.on.ca

18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

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

ARTICLE 19 -- CONSENT BY MINISTRY

- 19.1 **Consent.** The Ministry may impose any terms and/or conditions on any consent the Ministry may grant pursuant to the Agreement.

ARTICLE 20 -- SEVERABILITY OF PROVISIONS

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

ARTICLE 21 -- WAIVER

- 21.1 **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 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 -- INDEPENDENT PARTIES

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry, and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 23 -- ASSIGNMENT OF AGREEMENT OR FUNDS

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 -- GOVERNING LAW

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Ministry of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

- 24.2 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 25 -- FURTHER ASSURANCES

- 25.1 **Agreement into Effect.** The Recipient shall 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.

ARTICLE 26 -- CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 26.1 **Force Majeure.** Subject to section 26.3, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 26.2 **Force Majeure Includes.** Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;
 - (c) lawful act by a public authority; and
 - (d) strikes, lockouts and other labour actions,
- if such events meet the test set out in section 26.1.
- 26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:
- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
 - (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.
- 26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a

breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 -- SURVIVAL

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Ministry to the satisfaction of the Ministry), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 29, 30, 31 and 32, 33 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 -- SCHEDULES

28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description;
- (b) Schedule "B" - Budget and Schedule of Payments;
- (c) Schedule "C" - Reporting Timeline;
- (d) Schedule "D" - Interim Reconciliation Report Template;
- (e) Schedule "E" - Annual Reconciliation Report Template;
- (f) Schedule "F" - OSPCA Training Program;
- (g) Schedule "G" - Performance Measures.

ARTICLE 29 -- FURTHER FUNDS

29.1 **Further Funds.** It is agreed and understood that the provision of the Funds in no way commits or obligates the Ministry to provide other or additional payments now or in the future.

ARTICLE 30 -- INSPECTION

30.1 **Inspection.** The Ministry reserves the right to inspect any aspect of the Project at any time.

ARTICLE 31 -- MANAGEMENT BOARD/TREASURY BOARD APPROVAL

- 31.1 **Management Board Approval.** This Agreement may be subject to approval by the Management Board/Treasury Board Secretariat of the Government of Ontario.

ARTICLE 32 -- JOINT AND SEVERAL LIABILITY

- 32.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Ministry for the fulfillment of the obligations of the Recipient under the Agreement.
- 32.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

ARTICLE 33 -- RIGHTS AND REMEDIES CUMULATIVE

- 33.1 **Rights and Remedies Cumulative.** The rights and remedies of the Ministry 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.

ARTICLE 34 -- ENTIRE AGREEMENT

- 34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

Article 35 -- FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 35.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency (a "Failure");
 - (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 Ministry may suspend the payment of Funds for such period as the Ministry determines appropriate.

THE PARTIES HAVE EXECUTED THE AGREEMENT ON THE DATES SET OUT BELOW.

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



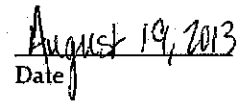
Madeleine Meilleur
Minister,
Ministry of Community Safety & Correctional Services



Date



Rob Godfrey
Chair, Board of Directors,
OSPCA



Date

I/We have authority to bind the Recipient.

SCHEDULE "A"
PROJECT DESCRIPTION

I. PROJECT DESCRIPTION AND PURPOSE OF PROJECT

The Funds provided by the Ministry shall be used by the Recipient to deliver long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as improved governance and accountability of the OSPCA. This includes:

- Increasing resources (e.g., supply of money, materials, staff, and/or other assets) of the OSPCA's current inspectorate to ensure province-wide, effective, efficient and sustainable compliance and enforcement of the OSPCA Act;
- Implementing a special investigations squad with responsibility for conducting investigations requiring specialized expertise and additional resources, e.g. puppy mills, incidents with captive exotic animals and agriculture-sector investigations;
- Developing and maintaining a registry of all facilities used to keep captive animals for exhibit or entertainment. The registry will enable the OSPCA to conduct proactive inspections of these facilities;
- Working with other organizations to determine a process and roles for regular inspections of zoos and aquariums and any other premises used to keep captive animals for exhibit or entertainment;
- Conducting animal welfare law enforcement training to every inspector and agent appointed by the OSPCA, managed by a dedicated Training Officer to oversee the training program, including overseeing the maintenance of current, relevant and comprehensive training curricula, and specialist training to the aforementioned special squad of investigators;
- Establishing and staffing a centralized 24-hour call centre, which includes after-hours response and triaging of calls (i.e., 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 immediate animal welfare law enforcement services, and assigning those requests for service to the appropriate OSPCA Branch or Affiliate);
- Developing strategies and programs to enhance compliance and enforcement of the OSPCA Act in Northern Ontario; and
- Developing and implementing outreach to First Nation communities to promote and support enhanced animal welfare.

Furthermore, the Recipient will:

- manage the transition to a centrally administered inspectorate, which will allow the Chief Inspector to:
 - Maintain central reporting of investigators by developing a Memorandum of Understanding (MOU) with the Affiliates to establish the Chief Inspector's authority over investigators, including those employed by the Affiliates that signed the MOU;

- Deploy investigators throughout the Province as the Chief Inspector deems appropriate.
- establish and maintain a contingency fund to cover extraordinary costs such as those associated with obtaining expert advice and extraordinary animal removal and care costs. The Recipient shall not use any of the Funds provided under this Agreement to establish the contingency fund referred to above. The account will be maintained at \$325,000 as per the recommendation in the Analytical Report prepared by Daniell and Associates in January 2013.
- implement the following, additional changes by March 31, 2014:
 - Add a representative from the Ministry (as selected by the Ministry) to attend and participate in all OSPCA Board of Directors meetings, meetings of the board's Allocations Committee, and the OSPCA Annual General Meeting (AGM) in a non-voting capacity;
 - Develop and implement a third-party review process for unresolved public complaints to be established and funded by the Recipient.
- Engage in preliminary discussion with the Association of Municipalities of Ontario (AMO) and the City of Toronto regarding the concept of authorizing municipal officers to enforce the OSPCA Act.

2. DELIVERABLES

Deliverable	Year 1	Year 2
	Enforcement	
Province-wide coverage	<ul style="list-style-type: none"> • Continual enhancements to province-wide coverage through protocols developed and applied to the current branch/affiliate system. • Ongoing enhancements to province-wide coverage through results of a strategy for Northern Ontario and other underserved areas. • Review of initial implementation to help plan for future improvements. 	<ul style="list-style-type: none"> • Province-wide coverage, i.e., complaints and information from anywhere in the Province responded to within a timeframe that will not cause an animal to be in distress, or create additional distress.
24-hour call centre	<ul style="list-style-type: none"> • Develop/implement public awareness campaign to raise awareness regarding the current toll-free number. • Develop plan to roll out 24-hour call centre. • Determine number of people necessary for call centre operation. • Research the use of 310 numbers. • Develop protocols for: <ul style="list-style-type: none"> ○ 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 immediate animal welfare law enforcement services; and 	<ul style="list-style-type: none"> • Full implementation and participation of all OSPCA Branches and Affiliates in the 24-hour call centre. • Completion of the public awareness campaign. • Review the complaints received, amount that required emergency response. • Review the statistics of complaints received, amount that required emergency

	<ul style="list-style-type: none"> ○ assigning those requests for service to the appropriate OSPCA Branch or Affiliate. ● Develop a one-week training course specific for dispatchers. ● Determine rotation of staff and equipment necessary to implement. ● Test the 24-hour call centre. ● Ensure there are adequate resources to support a 24-hour call centre. ● Collect statistics on complaints received, and the turn-around time in responding. ● Develop criteria for an emergency response. 	<ul style="list-style-type: none"> ● response. ● Review the process for efficiency and effectiveness. ● Recommend and implement any required improvements as a result of this review.
Management of centralized inspectorate	<ul style="list-style-type: none"> ● Determine the responsibilities within an MOU for the purposes of appointment under the OSPCA Act. ● Develop an MOU to establish Chief Inspector's authority over investigators. ● Sign MOU with all Affiliates agreeable to the terms and conditions of the MOU. ● Seek amendment of the OSPCA's Bylaw(s) to reflect the terms of the MOU as necessary. 	<ul style="list-style-type: none"> ● Full implementation of the centralized inspectorate, i.e., <ul style="list-style-type: none"> ○ Central reporting of investigators; ○ Deployment of investigators throughout the Province; ○ Province-wide service delivery without service gaps.
Alternate service delivery (ASD)	<ul style="list-style-type: none"> ● Preliminary discussions with AMO and the City of Toronto regarding the potential authorization of municipalities to enforce the OSPCA Act. ● Identify all required steps to accommodate appointments of non-OSPCA/affiliate-employed investigators, including the development of a MOU that may be used if entering into enforcement arrangements with municipalities. ● Assess and identify resources, gaps in coverage and underserved areas. ● Develop protocols for situations where an animal is found to be in immediate distress and OSPCA are not promptly available. ● Consult with stakeholders identified by the OSPCA at the end of year one of this agreement to discuss the enforcement needs within their communities. 	<ul style="list-style-type: none"> ● Implement response protocols and identify potential alternate service delivery models where appropriate ● Begin the planning process for further growth in coverage and service.
Investigator training (see Schedule F for further details)	<ul style="list-style-type: none"> ● Ongoing delivery of comprehensive investigator training program. Note: current and ongoing investigator training will be carried out in accordance with Schedule F to this agreement. ● Hire a dedicated Training Officer. ● Collaborate with Ontario Ministry of Agriculture and Food (OMAF), Ministry of Rural Affairs (MRA) and Campbell Centre for the Study of Animal Welfare (CCSAW) to develop equine training and finalize the lessons on alternative species incorporated in this training into the current livestock training 	<ul style="list-style-type: none"> ● Every appointed investigator will have completed the comprehensive training curriculum as defined in year.

	<p>program to increase to two full weeks.</p> <ul style="list-style-type: none"> • Develop an additional one-week, in-stable, equine training to enhance skill development. • Roll out extended livestock training. • Standardize training to ensure consistency across the Province. Make the training mandatory for all Investigators. • Review the coaching program at OPC for Inspectors. 	
Special Investigations Squad		
Staffing / Specialized training	<ul style="list-style-type: none"> • Each identified investigator is required to have successfully concluded a minimum of 4 courses for enhanced training of the special squad/team. • Establish the structure of the squad and post resulting positions. • Identify the number of investigators to fulfill the specialized roles specific to zoos and aquariums, reptiles, livestock and large scale investigation that require expertise in the area of investigative technique and management. Also identify whether these are new employees or from the current complement. • Identify and develop appropriate training for specific roles in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection videography, interviewing, scribing, safety officer, major case management. 	<ul style="list-style-type: none"> • Ensure each investigator successfully concluded a minimum of 4 courses for enhanced training of the special squad/team. • Provide ongoing training, including additional specialized training opportunities, refreshers and updated training.
Zoo/aquarium inspections	<ul style="list-style-type: none"> • Dedicate the 2 current investigators with appropriate training to zoo/aquarium inspections. • Hire 2 additional zoo/aquarium investigators. • Identify and train the additional investigators. • Collaborate with other organizations to develop training and a process for inspection. • Start the proactive inspection of facilities that sign up for the registry (as per current authority under Section 11.4 of the Act). • Identify non registered zoos/aquariums and establish a schedule for inspections. • Implement a strategy to identify and prioritize zoos/aquariums of concern, and conduct a minimum of 50 inspections in Year 1. 	<ul style="list-style-type: none"> • Establish the regimen for an ongoing annual cycle of inspections. • Complete at least 2 regular inspections of each Ontario facility that keeps animals for exhibit and entertainment. At least 1 inspection in season and at least 1 inspection in the off season.
Zoo/aquarium registry	<ul style="list-style-type: none"> • In partnership with the Ministry's Communications Branch, develop messaging to announce the registry and promote the benefits of voluntary registration. Target both the facilities that are already displaying animals for exhibit and entertainment, as well as those that intend to do so in the future. As part of that announcement, 	<ul style="list-style-type: none"> • Have a full complement of data for every registered zoo and aquarium within the Province, including but not limited to: <ul style="list-style-type: none"> ○ Contact information; ○ Full animal inventory,

	<p>encourage all facilities that display animals for exhibit and entertainment (or intend to do so in the future) to voluntarily register with the OSPCA.</p> <ul style="list-style-type: none"> • Develop a registry. • Collaborate with other organizations (including members of the Canada's Accredited Zoos and Aquariums (CAZA) to determine what information should be collected for the registry. • At minimum, collect the following information from facilities that registered: <ul style="list-style-type: none"> ○ Contact information; ○ Full animal inventory, e.g., number and types of species held, age and gender, etc.; ○ Disposition plan; ○ Whether or not the facility employs a resident veterinarian; ○ Euthanasia policy; and, ○ Breeding program. • Share this information with other agencies (e.g., CAZA) to determine what other data may be necessary to collect and what specialized training would be beneficial. • Continue to collect data through unannounced inspections of unregistered zoos / aquariums. • Identify facilities that intend to be used to display animals for exhibit and entertainment in the future, and: <ul style="list-style-type: none"> ○ Make contact with these facilities to ensure animal welfare issues are adequately addressed. ○ Capture their pertinent information in the registry (e.g., contact information, animal inventory). 	<p>e.g., number and types of species held, age and gender, etc.;</p> <ul style="list-style-type: none"> ○ Disposition plan; ○ Whether or not the facility employs a resident veterinarian; ○ Euthanasia policy; and, ○ Breeding program.
<p>Contingency Fund</p>	<ul style="list-style-type: none"> • Establish an annual contingency fund in the amount of \$325,000 (in keeping with the recommendation in the Daniell and Associates Analytical Report) to be used for extraordinary expenditures including unusual or lengthy investigations, (large animal seizures/removals, puppy mills, incidents involving exotic animals, species specific expertise as required, veterinary care and boarding). • Draw from this fund as needed throughout the year and track and report on total expenditures. • Replenish the fund as needed to bring it back up to \$325,000. Note the contingency fund cannot be replenished with the any portion of the Funds provided as part of this Agreement. 	<ul style="list-style-type: none"> • Same as Year 1

Special Initiatives		
Northern Ontario (i.e., north of Thunder Bay) strategy	<ul style="list-style-type: none"> • Identify project staff and initiate planning for Northern Ontario strategy. • Northern Ontario strategy completed and stakeholder consultations with Northern communities conducted (excluding consultation with Thunder Bay). • Consult with Ministry on the Northern Ontario strategy. 	<ul style="list-style-type: none"> • Implement new service delivery model and delivery of services identified as important to communities in Northern Ontario. • Consult with northern communities and measure effectiveness/ efficiency of services provided. • Begin the planning process for further growth in coverage and service.
First Nations outreach	<ul style="list-style-type: none"> • Identify project staff and initiate planning for First Nations outreach strategy. • Identify the First Nation communities that will participate in the consultations. • Draft plan completed. • Consultations with the relevant First Nations communities conducted. • Humane Education efforts such as community outreach and new agent training offered to the interested First Nations communities. • Explore extending call centre /dispatch support to interested First Nations communities, and identify the First Nations communities that have expressed an interest. 	<ul style="list-style-type: none"> • Implement education programs, including programs targeting youth, to enhance animal welfare in First Nation Communities, e.g., by promoting the benefits of Spay/Neuter. • Consult with First Nations communities / band councils to measure effectiveness/ efficiency of services provided. • Begin the planning process for further growth in coverage and service.
Governance / accountabilities		
Provincial representative to the OSPCA	<ul style="list-style-type: none"> • Add a representative from the Ministry (as selected by the Ministry) to attend and participate in all board meetings, meetings of the board's Allocations Committee, and the OSPCA Annual General Meeting (AGM) in a non-voting capacity. 	<ul style="list-style-type: none"> • Representative of the Ministry at all OSPCA Board meetings, meetings of the board's Allocations Committee, and the OSPCA AGM.
Third-party review process for unresolved public complaints	<ul style="list-style-type: none"> • Review current public complaints process. • Identify and implement a 3rd party process for dealing with unresolved complaints. • Formalize and communicate to all inspectors and agents the new process of handling unresolved complaints, and implement the process. • Communicate the new process to the public and stakeholders, e.g., via the OSPCA's public facing website. 	<ul style="list-style-type: none"> • Review and evaluate the new complaints process to determine the trend of complaints. • Develop training to address those trends to prevent similar complaints in the future. • Implement the training. • If unique incidents occur that are not accounted for as part of the training curriculum,

		take appropriate action and update the training as may be required.
Information sharing and reports	<ul style="list-style-type: none"> • See Schedules "C", "D", "E", and "G". 	<ul style="list-style-type: none"> • See Schedules "C", "D", "E", and "G".

SCHEDULE "B"
BUDGET AND SCHEDULE OF PAYMENTS

1. BUDGET

The Funds the Ministry is providing the Recipient shall be used by the Recipient to ensure long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as improved governance and accountability of the OSPCA.

The Maximum Funds payable by the Ministry to the Recipient under this Agreement shall be Eleven Million Dollars (\$11,000,000.00).

The Ministry shall provide the Recipient with up to Five Million Five Hundred Thousand Dollars (\$5,500,000.00) per Funding Year.

NOTE: the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry'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 Board of Directors Allocations Committee (Committee), and upon the Ministry's approval (who will sit on the Committee).

The following table outlines the budget for Year 1.

<u>Description</u>	<u>Budget (Year 1)</u>
Increase resources (e.g., supply of money, materials, staff, and/or other assets) of the current inspectorate to ensure the delivery of full animal welfare law enforcement services in regions in Ontario that are of special concern to the Ministry	\$3,200,000
Develop a special squad of OSPCA investigators with responsibility for proactively inspecting zoos and aquariums on an annual basis, and addressing agriculture issues, puppy/kitten mills, incidents involving exotic animals, and other key concerns pertaining to the welfare of animals	\$300,000
Provide annual animal welfare inspectorate training, including a dedicated Training Officer to oversee the development and maintenance of a current/relevant/comprehensive animal welfare enforcement curriculum, the related training program, and specialized training to the aforementioned special squad of investigators	\$1,000,000
Develop and maintain a registration system for zoos and aquariums, including a full complement of data (as further described in Schedule A) for every registered zoo and	\$200,000

aquarium within the Province of Ontario

Develop Northern Ontario-targeted programs, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in northern communities will be measured and demonstrated \$300,000

Develop and implement outreach and support to First Nation communities, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in First Nation communities will be measured and demonstrated \$200,000

Establish and staff a centralized 24-hour call centre, including after-hours triaging of calls \$300,000

Total \$5,500,000

The preliminary budget for Year 2 is outlined below. The Budget for Year 2 will be discussed with the Recipient following the Ministry's receipt of the Interim Reconciliation report, and further adjustments could be made. The final budget for Year 2 will be subject to approval by MCSCS.

<u>Description</u>	<u>Preliminary Budget (Year 2)</u>
Increase resources (e.g., supply of money, materials, staff, and/or other assets) of the current inspectorate to ensure the delivery of full animal welfare law enforcement services in regions in Ontario that are of special concern to the Ministry	\$3,200,000
Develop a special squad of OSPCA investigators with responsibility for proactively inspecting zoos and aquariums on an annual basis, and addressing agriculture issues, puppy/kitten mills, incidents involving exotic animals, and other key concerns pertaining to the welfare of animals	\$300,000
Provide annual animal welfare inspectorate training, including a dedicated Training Officer to oversee the development and maintenance of a current/relevant/comprehensive animal welfare enforcement curriculum, the related training program, and specialized training to the aforementioned special squad of investigators	\$1,000,000
Develop and maintain a registration system for zoos and aquariums, including a full complement of data (as further described in Schedule A) for every registered zoo and aquarium within the Province of Ontario	\$200,000

Develop Northern Ontario-targeted programs, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in northern communities will be measured and demonstrated	\$300,000
Develop and implement outreach and support to First Nation communities, including performance measures against which the OSPCA's progress with respect to improving animal welfare compliance in First Nation communities will be measured and demonstrated	\$200,000
Establish and staff a centralized 24-hour call centre, including after-hours triaging of calls	\$300,000
Total	<u><u>\$5,500,000</u></u>

2. ELIGIBLE EXPENSES

The money spent to ensure province-wide coverage and establish the regimen for zoo/aquarium inspections may be used for:

- Salaries of investigators, including benefits/overtime (OT)
- Investigation-related expenses including travel, overtime and equipment
- Related information technology (IT) including hardware and dedicated software
- Salaries of dedicated support staff
- Establishing offices/ shelters (and paying for related costs), vehicles for front-line staff, and other direct operating expenses (ODOE), excluding land costs

The money spent to establish the zoo/aquarium registry may be used for:

- Salaries of staff (including benefits/OT) involved in the registry's development, the roll-out of the associated communications strategy, and ODOE as may be required
- Related infrastructure costs such as offices (and paying for related costs), vehicles for front-line staff and equipment
- Related IT costs including hardware and dedicated software
- Development and maintenance (e.g., any licensing/hardware costs) of the resulting database
- Salaries of any front-line staff involved in maintaining/operating the database

The money spent on Training may be used for

- Delivery of comprehensive investigator training program
- Delivery of additional specialized training, refreshers and updated training
- Delivery of appropriate training for specific roles in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection videography, interviewing, scribing, safety officer, major case management
- Salary of the Dedicated Training Officer (including benefits/OT)

- Development/delivery of one-week, in-stable, equine training to enhance skill development
- Roll out extended livestock training
- Related IT costs including hardware and dedicated software, and ODOE as may be required

The money spent to develop a 24-hour call centre and response strategy may include:

- Salaries of front-line staff involved (including benefits/OT)
- Related infrastructure costs such as offices (and related costs) and equipment, excluding land costs
- Specialized training
- Related IT costs including hardware and dedicated software
- Communications strategies to inform the public, police and other stakeholders of the 24-hour service

The money spent to develop a strategy for Northern Ontario may include:

- Salaries of staff involved in the strategy's development (including benefits/OT)
- Related expenses including travel, overtime and equipment
- Salaries of dedicated support staff (including benefits/OT)
- Establishing offices/shelters (and paying for related costs), vehicles for front-line staff or other infrastructure including related equipment
- Related information technology costs including hardware and dedicated software
- Communications strategies to inform the public

The money spent to develop a strategy for First Nations Outreach may include:

- Salaries of staff involved in the strategy's development (including benefits/OT)
- Related expenses including travel, overtime, vehicles for front-line staff and equipment
- Salaries of dedicated support staff (including benefits/OT)
- Establishing offices/shelters (and paying for related costs) or other infrastructure including related equipment
- Related information technology costs including hardware and dedicated software
- Communications strategies to inform First Nations about the strategy

All other items are not eligible unless approved by the ministry

3. SCHEDULE OF PAYMENTS

In Year 1, the first payment of Funds of up to Three Million Three Hundred Thousand Dollars (\$3,300,000.00) will be made upon the execution of the Agreement.

A second payment of Funds of up to Two Million Two Hundred Thousand (\$2,200,000.000) will be provided to the Recipient upon:

- the Ministry's review of the Interim Report that satisfies the Ministry that the Recipient is in compliance with the terms and conditions of the Agreement, including:

- enhancing its operations, governance and accountabilities on an ongoing basis;
- meeting the performance measures as outlined in Schedule "G"; and
- providing the required audited financial statements pertaining to relevant expenditures in Year 1.

In Year 2 the Ministry's payment of Funds is conditional on the Recipient's:

- Compliance with the terms and conditions in Year 1, including enhancing its operations, governance and accountabilities on an ongoing basis; and
- Timely submission of the Reconciliation Report (i.e., by March 1, 2014) in accordance with the requirements of Schedules C & D, respecting the use of Funds for the previous Funding Year;
- On-going reporting that demonstrates the Recipient is meeting the performance measures detailed in Schedule "G"

Provided these conditions are met, funding in Year 2 will be provided as follows: 60% upon the completion of the fully executed contract and 40% upon submission of the year-end Reconciliation Report.

4. RETURN OF FUNDS

The Recipient shall return to the Ministry any Funds that it has not spent in accordance with this Agreement by April 15, immediately following the end of each Funding Year. The cheque must be made payable to the Minister of Finance.

SCHEDULE "C"
REPORTING TIMELINE REGARDING THE RECONILIATION REPORT

In accordance with Article 7 of the Agreement, the Recipient shall provide the Ministry with:

- (a) Year 1
 - i. Interim Report, including relevant financial expenditures, in the form set out in **Schedule D** by December 1, 2013.
 - ii. Reconciliation Report, including relevant financial expenditures, in the form set out in **Schedule E** by March 1, 2014.
- (b) Year 2
 - i. Interim Report, including relevant financial expenditures, in the form set out in **Schedule D** by December 1, 2014.
 - ii. Reconciliation Report, including relevant financial expenditures, in the form set out in **Schedule E** by March 1, 2015.

An authorized signing representative for the Recipient, verifying the accuracy of the claim, must sign the year-end Reconciliation Report. As the Ministry must review and analyze the Reconciliation Report on a timely basis, the importance of submitting it on its due date cannot be overestimated.

SCHEDULE "D"
INTERIM RECONCILIATION REPORT TEMPLATE

Recipient: OSPCA	Commencement Date: April 1, [Year 1 - 2013; Year 2 - 2014] Completion Date: March 31, [Year 1 - 2014; Year 2 - 2015]
Mailing Address: 16586, Woodbine Avenue Newmarket ON L3Y 4W1 ("Recipient")	Name and Title of Contact: Kate MacDonald Email: kmacdonald@ospca.on.ca

To be completed by December 1, 2014 (for Year 1); December 1, 2015 (for Year 2):

Funding Requested			\$
Total Funding Approved and provided to the Recipient			\$
			<hr/>
	<u>From</u>	<u>To</u>	
TOTAL Expenditures	Year 1 - April 1, 2013	Year 1 - December 31, 2014	\$
	Year 2 - April 1, 2014	Year 2 - December 31, 2015	
<p><i>Note: Itemized expenditures totalling the amount shown above, including copies of audited financial statements, shall be submitted by the Recipient on a separate spreadsheet no later than December 1, of each funding year. The Recipient shall include projected expenditures for the period December 1 to December 31, of each year.</i></p> <p><i>Indicate amount(s) if any that have been accrued and if so, specify in detail for what purpose.</i></p>			
Balance Remaining as of December 1, [Year 1 - 2014; Year 2 - 2015]			\$
<p>Performance Measures - Please report back on the specific performance measures as outlined in Schedule G.</p>			
<p>Authorized Signatory for Recipient:</p> <p>I hereby certify that the above information is true and correct and internal controls were exercised to ensure that all funds allocated to the above activities were used for the purposes of completing the Project, and were not used for any other purpose without the agreement of the Ministry.</p>			
_____ Signature	_____ Name	_____ Title	_____ Date

Complete and forward to:

Manager, Public Safety Projects

External Relations Branch, Public Safety Division
Ministry of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

SCHEDULE "E"
FINAL RECONCILIATION REPORT TEMPLATE

Recipient: OSPCA	<i>Commencement Date: April 1, [Year 1 - 2013; Year 2 - 2014]</i> <i>Completion Date: March 31, [Year 1 - 2014; Year 2 - 2015]</i>
Mailing Address: 16586, Woodbine Avenue Newmarket ON L3Y 4W1 ("Recipient")	Name and Title of Contact: Kate MacDonald Email: kmacdonald@ospca.on.ca

To be completed by March 1, 2014 (for Year 1); March 1, 2015 (for Year 2):			
Funding Requested			\$ _____
Total Funding Approved and provided to the Recipient			\$ _____
	<u>From</u>	<u>To</u>	
TOTAL Expenditures	Year 1 - April 1, 2013	Year 1 - March 31, 2014	\$ _____
	Year 2 - April 1, 2014	Year 2 - March 31, 2015	
<i>Note: Itemized expenditures totalling the amount shown above, including copies of audited financial statements, shall be submitted by the Recipient on a separate spreadsheet no later than December 31, of each funding year. The Recipient shall include projected expenditures for the period December 1 to December 31, of each year.</i>			
Indicate amount(s) if any that have been accrued and if so, specify in detail for what purpose.			
Balance Remaining as of March 31, [Year 1 - 2014; Year 2 - 2015]			\$ _____
Performance Measures - Please report back on the specific performance measures as outlined in Schedule G.			

Authorized Signatory for Recipient:

I hereby certify that the above information is true and correct and internal controls were exercised to ensure that all funds allocated to the above activities were used for the purposes of completing the Project, and were not used for any other purpose without the agreement of the Ministry.

Signature

Name

Title

Date

Complete and forward to:

Manager, Public Safety Projects

External Relations Branch, Public Safety Division
Ministry of Community Safety and Correctional Services
25 Grosvenor Street, 12th Floor
Toronto ON M7A 2H3

SCHEDULE "F"
OSPCA TRAINING PROGRAM

For the purposes of enforcing the *OSPCA Act* or any other act or law in force in Ontario pertaining to the welfare of, or the prevention of cruelty to animals, every inspector and agent trained and appointed by the OSPCA goes through extensive training and mentoring programs to ensure their safety and those of the public while they perform their duties.

While inspectors and agents have equal authority under the *OSPCA Act*, operationally inspectors are more senior investigators, with several years of field experience. All new Inspectors are provided with additional training to aid in conflict resolution, supervisory training and human resources training.

OSPCA training employs senior OSPCA staff and professional consultants who specialize in various types and levels of law enforcement training. In 2013/14 the OSPCA intends to hire a dedicated training officer to oversee all training programs in the Province of Ontario.

Candidates for agent training are expected to complete an on-line course, prior to entering the training program. They must complete this 40-hour course one month prior to the exam, and are provided with the subsequent training only if they pass the written exam. If the applicant does not pass the written portion of the exam, no further training will be provided to that applicant. After a potential agent passes the written exam, they will then be given three weeks (15 working days) of subsequent training to become an Agent of the OSPCA and in addition will continue to receive support and guidance, as well as subsequent refresher training, on an ongoing basis.

In addition, the OSPCA will ensure that inspectors and agents are provided with the most current methods of training by encouraging attendance at training programs offered by other jurisdictions. This will ensure timely information on investigative and safety techniques can be conveyed to its inspectors and agents; and will ensure OSPCA inspectors and agents are up-to-date in current practices.

The OSPCA continues to expand and enhance training beyond the classroom. On-the-job mentoring of new agents continues to be an integral part of the overall training program and invaluable to ensure the safety and performance of new agents. These training programs ensure that the OSPCA continues to take a proactive approach to the safety of inspectors and agents. Personal safety training, as well as first aid and CPR training for all field personnel, enables inspectors and agents to have the best possible protection in various circumstances they may face while on duty.

To ensure first aid and CPR training is a requirement for all Inspectors and Agents, the OSPCA will continue to use the dedicated training officer to train all agents and inspectors. This will ensure all inspectors and agents in Ontario receive this lifesaving training and are current through renewal training.

The key curriculum components and objectives for this enhanced training program follow, entitled "Agent Training Program" and "Inspector Training Program".

The OSPCA has continually refined and enhanced the new Agent training, and this improvement continues to result in better trained, and in appropriate instances, more highly specialized and prepared field personnel.

These improvements will ensure the Province of Ontario has improved animal protection services in the areas of:

- more prepared inspectorate, who through the specialized four weeks of training, mentoring program, and compulsory refresher training, are better prepared to deal with cruelty investigations;
- oversight of a dedicated training officer to ensure consistency in training provincially;
- more highly trained inspectorate to ensure safer working conditions;
- safe and effective management of major investigations; and,
- enhanced support to police and prosecutors.

Support to Affiliates

The OSPCA will continue to enhance training support to Affiliates by way of addressing:

- training-related costs incurred; and,
- training that ensures inspectors and agents who are employed by affiliates can operate as effectively and safely as possible.

Agent Training Program

Prospective agents must:

- complete the agent application form;
- comply with the Society's by-laws;
- obtain a recent police clearance;
- obtain a recent driver's license abstract;
- submit a detailed résumé that includes current references;
- be interviewed prior to selection for training; and,
- successfully complete 40-hours of on-line training and a written exam prior to acceptance into the 20-day training program.

The Agent Training Program was expanded in 2009 from a ten-day course to a fifteen-day course of in-class training as well as forty hours of on-line studies that cover general knowledge pertaining to animal cruelty investigation. After completion of the on-line course and fifteen days of classroom and hands-on training, agents undergo the Orientation Phase of their training and are placed on a six-month probationary period, where they continue their training and conduct investigations while being mentored by an inspector or experienced agent. After the Orientation Period is complete, an additional two days of review is required.

Upon successful completion of the review, the Agent has the ability to conduct animal cruelty investigations.

The following is the current four week training program:

Week 1 (FIRST 40 HOURS)

Online Training:

The first week of training, candidates are given 30-days to complete the 40-hours of on-line training and write an exam based on the contents of the on-line course.

Course content:

- introduction to criminology, law and crime;
- justice system, role, structure and responsibilities;
- charter of rights and freedoms;
- notebook introduction, note taking and report writing;
- statements;
- diversity;
- introduction to investigative interviewing;
- burden of proof and the offence;
- rules of evidence;
- court preparation; and,
- investigative defences.

Week 2 – Academic Component

Skills for Investigators:

Course content:

- detailed review of note taking and report writing;
- statement formatting;
- investigative interviewing techniques including cognitive interview techniques, probing questions; and non-verbal indicators of deception;
- memory techniques and the unreliability of eye witnesses;
- indictment and proving the offence;
- crime scene management;
- rules of evidence; and
- court preparation including “will says” and “can says”.

Introduction to the OSPCA:

- detailed review of the OSPCA Act;
- review of other laws and associated agencies;
- rights of entry and preparation of warrants; and
- recognizing disease and distress in animals.

Week 3 - Livestock Component:

- livestock care and husbandry presented by the University of Guelph Centre for the Study of Animal Welfare, the Ministry of Agriculture and Food, and the Ministry of Rural Affairs.

Week 4 - Practical Component:

- mock investigation;
- mock trial;
- defensive tactics and tactical communication;
- bite stick, animal repellent spray, and puncture resistant vest training;
- safe driving, equipment and Workplace Hazardous Materials Information System (WHMIS) orientation; and,
- final exam.

Inspector Training Program

Prospective inspectors must have:

- successfully completed the four week new agent training program;
- been appointed full-time agents for a minimum of four years;
- be in good standing with respect to all related requirements and recertification; and,
- completed an interview prior to selection for training.

NOTE: there are higher standards for the Inspector Training Program than in previous years. Potential inspectors are now required to complete various components offered in the Agents Training Program as well as having a minimum of four years of field experience as a full-time agent with the OSPCA. Inspector training will now focus on human resources issues including detailed review of labour laws, training for supervising staff and managing work units, detailed review of Worker's Safety Insurance Board (WSIB) legislation and regulations, and WHMIS training and certification. More focus on dealing with the public will be offered including training in conflict resolution, managing work groups, team building, and stress management.

The Inspector Training Program is provided when qualified individuals apply and are approved for the training.

Specialized Training Program

OSPCA will develop appropriate training for specific roles in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection videography, interviewing, scribing, safety officer, major case management.

OSPCA will identify the 12 dedicated officers to fulfill the roles specific to zoos and aquariums, reptiles, livestock and large scale investigation that require expertise in the area of investigative technique and management. Each identified officer will have successfully concluded a minimum of 4 courses identified as a requirement for enhanced

training of the special investigations squad. Every year an assessment will be done on the trends in policing and new courses will be added to the curriculum for the specialized investigations squad.

Timelines

The estimated training programs and associated schedules are as follows:

Training Program	Date	Location
New Agent Training Program	May-September	Newmarket
New Inspector Training Program	June	Newmarket
Personal Safety Training including defensive/retention techniques of personal safety equipment such as puncture resistant vest, baton and pepper spray	On-going	Regionally across the Province
Recertification for Personal Safety Training including defensive/retention techniques of personal safety equipment such as puncture resistant vest, baton and pepper spray	On-going	Regionally across the Province
Defensive Tactics and Tactical Communication (3 Levels)	On-going	The 3 levels will be presented separately and be held regionally across the Province
Investigative Techniques (4 Modules)	On-going	The 4 modules will be presented separately and be held regionally across the Province
Agent Refresher Training Program	On-going	Regionally across the Province
Inspector Training Conference Session	June	Rama Township
First Aid Training Program	On-going	Regionally across the Province

Outcomes

The goal of this cruelty investigation training program is to improve the level of training provided to inspectors and agents of the Ontario SPCA and its Affiliates.

The various programs and initiatives detailed above are designed to achieve the following outcomes:

- The OSPCA will employ a full time dedicated training officer to oversee all training throughout the Province of Ontario, including ensuring that the training curriculum remains current, relevant and comprehensive.
- The OSPCA will continue to improve its inspector and agent cruelty investigation training program.
- The OSPCA will enhance the professionalism of its inspectors and agents.
- OSPCA agents and inspectors will be prepared and available to carry out their authority under the OSPCA Act effectively.

- OSPCA agents and inspectors will be well prepared to undertake specialized investigations including those involving zoos and aquariums and puppy/kitten mills, as required.

SCHEDULE "G"
PERFORMANCE MEASURES

Deliverables	Year 1 Performance Measures	Year 2 Performance Measures
Province-wide coverage	<p>Identify the percentage and absolute increase in the population serviced, including the percentage increase in the geographical territory receiving animal welfare law enforcement services. NOTE: province-wide coverage must be achieved.</p> <p>Identify the means by which you have delivered law enforcement services in areas of concern, including:</p> <ul style="list-style-type: none"> • Peel Region, Toronto, Durham Region, Norfolk County, Grey and Bruce Counties, Lanark County, and Northern Ontario (i.e., north of Thunder Bay). <p>Specify any changes that are being made to help plan for future improvements.</p>	<p>Identify the percentage and absolute increase in the population serviced, including the percentage increase in the geographical territory receiving animal welfare law enforcement services. NOTE: province-wide coverage must be achieved.</p> <p>Specify any changes that are being made help plan for future improvements.</p>
24-hour call centre	<p>Report on the status of each of the Year 1 deliverables identified in Schedule A. Have you completed all you have set out to do? If not, why not?</p> <p>Describe in detail the 24-hour call centre's organization and operations, including rotations, hours, scope, protocols and training. Also describe the use of 310 numbers, including any challenges and opportunities associated with its usage.</p> <p>Identify the number of complaints and/or tips received by (a) the 24-hour call centre and (b) the Affiliates, and what number/percentage of those complaints and/or tips was responded to. What was the average response time for (a) the 24-hour call centre and (b) the Affiliates? What was the clearance rate for a) the 24-hour call centre and (b) the Affiliates?</p> <p>If calls from across the Province are not being responded to, please explain why they are not being responded to, and identify the steps being taken (or will be taken) to ensure that all calls are responded to by the end of Year 2.</p>	<p>Identify the number of complaints and/or tips received from across the Province, and what number/percentage of those complaints and/or tips was responded to. Identify the improvement from Year 1.</p> <p>What is the average time to respond to a call? Did response times vary by geographical area?</p> <p>Identify the number of dropped calls (i.e., abandon rate).</p> <p>Detail any improvements that are required and how and when the OSPCA will implement these.</p> <p>Describe in detail any significant changes to the centre's organization and operations since year 1.</p>
Management of centralized	Provide the Ministry with the text of the MOU and identify the parties who are subject to the MOU.	Confirm the number and percentage of total investigators who are reporting centrally to the

<p>Inspectorate</p>	<p>Explain how province-wide service delivery will be accomplished.</p> <p>Identify the relevant By-law(s) the OPSCA has amended and/or altered to reflect the conditions of the MOU.</p> <p>Identify and quantify where resources have been reallocated and efficiencies created as a result of any organizational re-structuring.</p> <p>1) What are the remaining service gaps, if any, and how are they being addressed?</p>	<p>Chief Inspector. Detail the extent to which the Chief Inspector has deployed them strategically throughout the Province.</p> <p>Identify and quantify where resources have been reallocated and efficiencies created as a result of any organizational re-structuring. Identify any employees that were hired to ensure province-wide service delivery.</p> <p>Confirm there are no remaining service gaps. If gaps remain, how are they being addressed?</p>
<p>ASD</p>	<p>Identify the municipalities that have had discussions with the OSPCA on ASD models.</p> <p>Specify when and with whom these discussions occurred.</p> <p>Detail required resources and gaps in coverage, by municipality.</p> <p>Provide detailed information about the proposed ASD arrangement, including how it would be expected to work, which municipal jurisdictions are expected to participate, and any protocols to be followed (both by the OSPCA and by the municipalities). Also identify any required by-law or legislative amendments that might be required to support the ASD arrangement.</p>	<p>Confirm the necessary changes you have made that would enable any proposed ASD.</p> <p>Provide a list of the participating jurisdictions.</p> <p>Discuss the planning for further growth in coverage and service.</p>
<p>Investigator training, including Specialized Investigations training</p>	<p>Identify the number of agents and inspectors who have received training, what training they have received, and when the training occurred. Describe the training plan and investigator retention strategy.</p> <p>Identify which investigators have received special training, what training they have received, and when the training occurred.</p> <p>Provide the name and qualifications of the dedicated Training Officer.</p> <p>Provide the revised livestock training program curriculum, including equine training and lessons on alternative species, as sanctioned by OMAF/MRA and CCSAW.</p> <p>Demonstrate and confirm that the training is now mandatory for all investigators.</p>	<p>Identify the number of agent and inspectors who have received training, what training they have received, and when the training occurred. Describe the training plan and investigator retention strategy.</p> <p>Explain why specialized training is required in some instances.</p> <p>Provide details of training enhancements and continual improvements.</p>

	<p>Detail the results of the review of the OPC coaching program OPC for Inspectors. Did the program require any changes? If so, what corrective actions did you take?</p>	
Special investigations squad	<p>Identify the number of investigators who have received specialized training and are designated to the special investigations squad to deal with zoos and aquariums, agriculture issues, puppy/kitten mills, incidents involving exotic animals, and other key concerns. Specify whether you established one specialized investigative squad to deal with all specialized investigations, or whether you have created multiple squads with different subject matter expertise.</p> <p>Detail the structure of the squad, including what the specific roles are and what training has been provided.</p> <p>Provide information on activities of the special investigations squad including data on all squad inspections and investigations.</p>	<p>Provide an update on the makeup and activities of the special investigation squad.</p> <p>Develop a succession plan to maintain continuity of operations.</p>
Zoo/aquarium inspections	<p>Identify the members of the special investigations squad of animal welfare enforcement investigators with responsibility for proactively inspecting zoos and aquariums.</p> <p>Name the employees you have hired, and identify how many more, if any remain to be hired. Identify when hiring will be complete.</p> <p>Specify the training and inspection process that you have developed with input from other organizations.</p> <p>Identify the type and cost of any specialized equipment you needed to procure.</p> <p>Provide the schedule of inspections and include your methodology for identifying and prioritizing inspections.</p> <p>Identify the number of inspections conducted by the special investigations squad, including who was inspected, when/how they were inspected, any concerns identified and any remedial measures taken or being taken.</p>	<p>Identify the number of annual inspections conducted by the special squad, including who was inspected, when, how they were inspected, whether the inspections were scheduled or unannounced, any concerns identified and any remedial measures taken or being taken.</p> <p>Demonstrate your success in meeting the target of conducting one in-season inspection and one off-season inspection of every zoo/aquarium in the Province.</p> <p>Identify the nature and length of each inspection.</p> <p>Identify how many resources each inspection consumed (e.g., in terms of incremental costs and human resources).</p>

	<p>Demonstrate that you have met the target of a minimum of 50 inspections by the end of Year 1. Identify the nature and length of each inspection.</p> <p>Identify how many resources each inspection consumed (e.g., in terms of incremental costs and human resources).</p>	
Zoo/aquarium registry	<p>Provide a copy of your message regarding the registry.</p> <p>Detail by organization what information they want tracked during the initial inspection.</p> <p>Identify the number of facilities that keep or intend to keep wildlife for exhibit and entertainment whose contact information you have captured in the registry.</p> <p>What other information have you captured?</p> <p>Provide the registry, including the names of the organizations that have registered and information pertaining to their operations.</p> <p>Demonstrate this information has been shared and with whom, and when.</p>	<p>Identify the number of facilities that keep or intend to keep wildlife for exhibit and entertainment for whom you have captured the full complement of data, including:</p> <ul style="list-style-type: none"> o Contact information o Number and types of species held o Disposition plan o Whether or not there's a resident veterinarian o Euthanasia policy o Breeding program
Northern Ontario strategy	<p>How many consultations have you conducted and where did these occur? Who was consulted?</p> <p>Outline the model for service delivery in Northern Ontario.</p>	<p>Identify the number of requests for service received in Northern Ontario, including what percentage of those requests was responded to, and how were they responded to.</p>
Contingency Fund	<p>Demonstrate that the contingency fund (\$325,000) has been established.</p> <p>If it was used, specify how/why and how much.</p>	<p>Demonstrate that the Contingency Fund (\$325,000) has been maintained and replenished from the year before, as may be necessary.</p>
First Nations outreach	<p>How many consultations have you conducted? Who was consulted?</p> <p>Outline the model for service delivery in First Nations communities.</p> <p>Have you implemented Humane Education efforts such as community outreach and new agent training?</p> <p>Have you extended call centre /dispatch support to interested First Nations communities.</p>	<p>Detail the steps taken to implement education programs in First Nations communities to enhance animal welfare. Specifically, describe the programs that educate the Youth about the actions that need to be taken to keep animals in good health, and about the actions that need to be taken to help control the pet population, i.e., Spay/Neuter. Who participated in the programs? What were the successes; and what were the challenges? Identify any Spay Neuter and Youth Programs that were implemented.</p>

		<p>Demonstrate that First Nations communities / band councils were consulted to measure effectiveness/ efficiency of services provided.</p> <p>Detail the planning process for further growth in coverage and service.</p>
Provincial representative to the OSPCA	Identify the Ministry representative (as appointed by the Ministry).	Identify the Ministry representative (as appointed by the Ministry).
Third-party review process for unresolved public complaints	Have you issued a Standing Order for the process of handling unresolved complaints, and implemented the process? If so, describe how the process has been operationalized. Identify any significant successes/failures.	<p>Have you reviewed the complaints process to determine the trend of complaints and develop training to address those trends to prevent similar complaints in the future? Identify the trends. Describe the training program, and how many individuals have been trained.</p> <p>Did you implement the training within 6 months of the review, and if issues occurred that were not captured by the training curriculum, have you taken the appropriate corrective actions? If so, please describe those actions in detail.</p>

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT, effective as of the 1st day of April 2015 (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" - Additional Project Provisions
- Schedule "C" - Project Overview
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reporting Timelines, Requirements and Report Templates

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

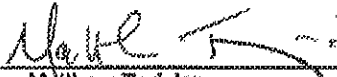
The Recipient:

- (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**

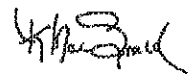
December 4, 2015
Date

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

Authorized Signing Officer

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

November 30, 2015
Date

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

November 29, 2015
Date


Name: Tom Stephenson
Title: Chief Financial Officer, OSPCA

I have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

1 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-laws 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 16.1.

"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 "F".

2 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 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 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 "E"; 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 including monthly updates to an "activity report" template (Schedule "I");
- (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 "C", "D", and "F" respecting the use of Funds for the applicable Funding Year;
- (d) the Province is not obligated to provide Funds until it is satisfied with the Reports;
- (e) 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; and
- (f) 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 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 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 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 from time to time;
- (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.
- 7.7 **Accountability and Transparency.** As part of this agreement, the Recipient must conduct a third party review process to hear and independently process unresolved public complaints. The Province must also have an opportunity to provide meaningful representation to the Ontario SPCA Investigations Advisory Committee for timely, relevant, and comprehensive information regarding the expectations and outcomes associated with this agreement. The Recipient must also provide monthly activity reports as detailed in Schedule I and as such may be requested by the Ministry on matters related to this agreement.

8 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 Ministry 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 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 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 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 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 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 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 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, or its organizational 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 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 the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

17 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 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 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 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 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 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 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 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 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 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 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 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 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 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 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"

ADDITIONAL PROJECT PROVISIONS

Maximum Funds	Year 1: \$5,500,000.00 Year 2: \$5,500,000.00 Total: \$11,000,000 over two fiscal years.
Expiration Date	March 31, 2017
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Ministry of Community Safety and Correctional Services Branch, Private Security and Investigative Services Branch, Public Safety Division Address: 25 Grevener Street, 12 th Floor, Toronto ON M7A 1Y8 Attention: Lisa Kool, Director/Registrar, Private Security and Investigative Services Branch Fax: (416) 328-0817 Email: Lisa.Kool@ontario.ca
Contact information for the purposes of Notice to the Recipient	Name: Ontario Society for the Prevention of Cruelty to Animals (OSCPA) Address: 16588 Woodbine Avenue, Newmarket ON L3Y 4W1 Attention: Kate MacDonald, Chief Executive Officer Fax: Email: kmacdonald@oscpa.on.ca
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	Name: Tom Stephenson Position: Chief Financial Officer Fax: Email: tstephenson@oscpa.on.ca

SCHEDULE "C"

PROJECT OVERVIEW

1. PROJECT PURPOSE

The Funds provided by the Ministry shall be used by the Recipient to deliver long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as improved governance and accountability of the OSPCA.

PROJECT AREAS OF FOCUS

- **Province-wide Coverage:** Maintain the OSPCA's province-wide, law enforcement activities. 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. In support of this, distribute \$3,200,000 to branches and affiliates using a base plus per capita funding formula:

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 be considered a branch;
 - Each regional jurisdiction covered from the OSPCA's Newmarket Office will be considered a branch. These are: Toronto, Peel Region and York Region; and,
 - The OSPCA's Provincial Office will be considered a branch.
- \$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. The per capita portion of the formula, where available, must use 2011 Census data sourced from Statistics Canada.

Memoranda of Understanding (MOU)

- The OSPCA will maintain a Memorandum of Understanding (MOU) with each funded affiliates that includes:
 - The affiliate's commitment to assist in providing province-wide coverage and to use these funds received under this agreement for those purposes;
 - The affiliate's commitment, if it does not maintain its own 24-7 hotline, to display conspicuously on its website a 310-SPCA banner or square "report animal cruelty - 310-SPCA" image, to be provided by the OSPCA; and
 - The affiliate's recognition of the OSPCA Chief Inspector's authority for law enforcement purposes over the agents and inspectors employed by the affiliate.
- If an affiliate does not enter into this MOU, they cannot receive funds under this agreement. If this occurs, the funds that would have been allocated to that affiliate will be added to the total amount to be distributed to the Provincial Office to ensure coverage of

the affected area. In any such scenario, the OSPCA must ensure that province-wide enforcement coverage is maintained.

- **Centralized Inspectorate Training:** Conduct animal welfare law enforcement training to every inspector and agent appointed by the OSPCA, managed by a dedicated Training Officer to oversee the training program, including overseeing the maintenance of current, relevant and comprehensive training curricula, and specialist training to the Major Case Management Team;
- **24-hour Call Centre:** Maintain the centralized 24-hour call centre, which includes after-hours response and triaging of calls (i.e., 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 immediate animal welfare law enforcement services, and assigning those requests for service, in a timely manner, to the appropriate OSPCA Branch or Affiliate);
- **Major Case Management Team (MCMT):** Sustain the OSPCA's MCMT and its capacity for conducting investigations requiring specialized expertise and additional resources, e.g., puppy mills, incidents with captive exotic animals and agriculture-sector investigations;
- **Zoo and Aquarium Registry & Inspections:** Inspect each zoo and aquarium in Ontario at least twice annually. Maintain a registry of all facilities used to keep captive animals for exhibit or entertainment. The registry shall include the following:
 - contact information;
 - animal inventory;
 - disposition plan;
 - access to veterinarian;
 - euthanasia policy; and
 - breeding program.

The registry will continue to enable the OSPCA to conduct proactive inspections of these facilities.

- **Northern Ontario Programming:** Establish a Northern Network for Investigations Services, led by the Ontario SPCA in partnership with its Northern Affiliate Societies to broaden the reach in maintaining and enforcing legislation.
- **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.
- **Accountability and Governance:** Maintain a third party review process to hear and independently process unresolved public complaints and provide the Ministry with the opportunity to attend all annual general meetings and Investigations Advisory Committee meetings.

2. PROJECT AREAS OF FOCUS AND SPECIFIC OBJECTIVES (Years 1 and 2)

Area of Focus	Objectives
Province-wide Coverages	<ul style="list-style-type: none"> • Distributed as per funding formula outlined in Section 2 of schedule "C" • Ensure that all regions in Ontario are effectively served by a local branch/affiliate by maintaining province-wide law enforcement activities and related MOU with each affiliate that receives funding • Maintain MOUs with each affiliate that confirm the affiliate's commitment to assist in providing province-wide coverage and acknowledge the Chief Inspector's authority • Implement regional response models which utilize, where possible, the investigative staff to support dispatchers • Implement an investigations software system to analyse and monitor province wide service delivery and welfare trends • Establish and implement a formal policy for response to non-urgent complaints including response time limits and coverage
Centralized Inspectorate Training	<ul style="list-style-type: none"> • Deliver training curriculum and program including additional specialized training opportunities, refreshers and updated training • Detail the number of agents and inspectors who have received training alongside the nature of training received
24-hour Call Centre	<ul style="list-style-type: none"> • Maintain province-wide operation of 310-SPCA hotline and call centre • Where an independently-operated 24-7 animal cruelty hotline is not maintained by an affiliate/branch, it must be fully integrated with the province-wide 24-7 310-SPCA hotline and call centre • Continue to ensure complaints can be received by the OSPCA from virtually anywhere in the province and, respectively, investigators can be dispatched quickly from the most practical branch/affiliate • Initiate requirement for all branches/affiliates that do not maintain independent 24-7 hotlines to display 310-SPCA banner or square "report animal cruelty - 310-SPCA" image • Track and report, by nature and location, the percentage of calls referred to police due to immediate distress • Review the statistics of complaints received, including the number, nature and location, that required emergency response (after hours) to identify where any service delivery gaps could be addressed • Where discovered, address service delivery gaps
Major Case Management Team	<ul style="list-style-type: none"> • Ensure all MCMT members receive training that is critical to performing in the role, including but not limited to, relevant IT

Areas of Focus	Objectives
	<p>systems training, policies & procedures, etc.</p> <ul style="list-style-type: none"> • Distinguish between first-time training for new staff from that of ongoing training which ensures MCMT staff maintain the appropriate level of knowledge and skills to perform their duties • Establish written protocols for MCMT members' conduct and responsibilities at scenes including briefings/de-briefings, situational duties and reporting structures • Provide specialized training to each MCMT member
Zoo and Aquarium Registry & Inspections	<p><i>Inspections</i></p> <ul style="list-style-type: none"> • Maintain zoo and aquarium inspection program • Unregistered facilities -- conduct a minimum of 2 unscheduled inspections per zoo/aquarium per year • Registered facilities -- conduct a minimum of 1 scheduled and 1 unscheduled inspection per zoo/aquarium per year for a minimum total of 2 inspections per year • Provide the Province with inspection data, upon request, including: zoo/aquarium names, the month and year whereby an inspection was completed, a list of completed inspections and statistics-based summary of provincial inspections, resolutions and inspection results
	<p><i>Registry</i></p> <ul style="list-style-type: none"> • Maintain registry database with information for each facility that shall include: <ul style="list-style-type: none"> a) contact information; b) animal inventory; c) disposition plan; d) access to veterinarian; e) euthanasia policy; and f) breeding program • Provide the Province with registry-related information, upon request, including: zoo/aquarium 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 • Develop and implement a communications policy that would respond to any requests for information related to the registry that might arise
	<p><i>Staffing</i></p> <ul style="list-style-type: none"> • Maintain minimum of two dedicated staff for zoo/aquarium inspections and registry • Expand number of additional available, trained investigators as

Areas of Focus	Objectives
Northern Ontario Programming	<p>backups and support as needed</p> <ul style="list-style-type: none"> • Deliver strategic support/services (e.g., spay/neuter programs) to areas or initiatives deemed relevant by the OSPCA • Track and describe how associated funds were employed, by specific location, and the subsequent benefits generated for the region
First Nations Strategy	<ul style="list-style-type: none"> • Clearly advertise or present opportunities to First Nations communities to receive animal welfare/protection related programming from the OSPCA • Where First Nations communities demonstrate interest, deliver related outreach programming • Track and report on (a) how opportunities were presented to which specific First Nations communities; (b) those communities interested in receiving such programming; (c) the nature of the programming ultimately delivered; and (d) when it was delivered
Accountability and Governance	<ul style="list-style-type: none"> • Maintain a third party review process to hear and independently process unresolved public complaints • Provide the Ministry with the opportunity to attend annual general meetings and Investigations Advisory Committee meetings

SCHEDULE "D"

BUDGET

1. BUDGET OVERVIEW

The Funds the Ministry is providing the Recipient shall be used by the Recipient to ensure long-term, province-wide, effective, efficient and sustainable animal welfare law enforcement services, as well as improved governance and accountability of the OSPCA.

The Maximum Funds payable by the Ministry to the Recipient under this Agreement shall be Eleven Million Dollars (\$11,000,000.00).

The Ministry shall provide the Recipient with up to Five Million Five Hundred Thousand Dollars (\$5,500,000.00) per Funding Year.

NOTE: the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry'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 Board of Directors and upon the Ministry's approval.

The following table outlines the budget for Year 1.

Year 1 Budget

Project Areas of Focus	Budget (Year 1)
Province-wide Coverage	\$3,200,000
Centralized Inspectorate Training	\$876,000
24-hour Call Centre	\$460,000
Major Case Management Team	\$400,000
Zoo and Aquarium Registry & Inspections	\$260,000
Northern Ontario Programming	\$200,000
First Nations Strategy	\$125,000
Total	\$5,500,000

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 Ministry's receipt of the Interim Report for Year 1, and further adjustments may be made.

Project Areas of Focus	Budget (Year 2)
Province-wide Coverage	\$3,200,000
Centralized Inspectorate Training	\$675,000
24-hour Call Centre	\$450,000
Major Case Management Team	\$400,000
Zoo and Aquarium Registry & Inspections	\$250,000
Northern Ontario Programming	\$200,000
First Nations Strategy	\$125,000
Total	\$5,500,000

2. BUDGET DETAILS

Province-wide Coverage (i.e., funding to affiliates, branches), unless otherwise pre-approved by the Ministry, must be limited to:

- Salaries of non-MCMT investigators and support staff, including benefits/overtime (OT)
- Investigation-related expenses including travel, overtime and necessary equipment
- Related information technology (IT) including hardware and dedicated software
- Use of office space and related costs, vehicles for front-line staff
- Other direct operating expenses (ODOE), excluding land costs
- Staffing that the OSPCA requires in its Provincial Office for the purpose of administering this agreement and developing reports
- Communications (all priority objectives and related strategies)

Centralized Inspectorate Training, unless otherwise pre-approved by the Ministry, must be limited to:

- Delivery of comprehensive inspector and agent training program
- Delivery of additional specialized training, refreshers and updated training
- Delivery of appropriate training for specific roles, for example, in zoos and aquariums, reptiles, livestock, photography, forensic evidence collection, videography, interviewing, scribing, safety officer, and major case management
- Salary of the dedicated training personnel including benefits/OT

- Related information technology (IT) including hardware and dedicated software
- Other ODOE, excluding land costs

24-hour call centre, unless otherwise pre-approved by the Ministry, must be limited to:

- Salaries of call centre staff involved including benefits/OT
- Call centre related expenses including travel
- Specialized call centre training
- Related IT costs including hardware and dedicated software, licensing and maintenance agreements
- Use of office space and related costs
- Other ODOE, excluding land costs

Major Case Management Team, unless otherwise pre-approved by the Ministry, must be limited to:

- Delivery of specialized training
- Salaries of specialized investigators and support staff, including benefits/OT
- Investigation-related expenses including travel, and equipment
- Related information technology (IT) including hardware and dedicated software
- Use of office space and related costs, vehicles for front-line staff
- Other ODOE, excluding land costs

Zoo and Aquarium Registry & Inspections, unless otherwise pre-approved by the Ministry, must be limited to:

- Salaries of zoo & aquarium inspection and support staff, including benefits/overtime (OT)
- Inspection-related expenses including travel and necessary equipment
- Related information technology (IT) including hardware and dedicated software
- Use of office space and related costs, vehicles for inspectors
- Other ODOE, excluding land costs
- development and maintenance (e.g., any licensing/hardware costs) of the resulting database

Northern Ontario Programming, unless otherwise pre-approved by the Ministry, must be limited to:

- Salaries of staff involved in activities specifically benefiting Northern Ontario including benefits/OT
- Related expenses including travel, and necessary equipment
- Related information technology (IT) including hardware and dedicated software

- Use of office space and related costs, vehicles for front-line staff
- Related ODOE excluding land costs

First Nations Strategy, unless pre-approved by the Ministry, must be limited to:

- Salaries of staff involved in specific outreach activities including benefits/OT
- Related expenses including travel, and necessary equipment
- Related information technology (IT) including hardware and dedicated software
- Use of office space and related costs, vehicles for front-line staff
- Related ODOE excluding land costs

Note: All other items are not eligible unless pre-approved by the Ministry

SCHEDULE "E"

PAYMENT PLAN

1. SCHEDULE OF PAYMENTS

In Year 1, the first payment of funds of up to three million three hundred thousand dollars (\$3,300,000.00) will be made upon the execution of the Agreement.

A second payment of funds of up to two million two hundred thousand dollars (\$2,200,000.00) will be provided to the Recipient upon:

- the Ministry's review of the Interim Report that satisfies the Ministry that the Recipient is in compliance with the terms and conditions of the Agreement, including:
 - enhancing its operations, governance and accountabilities on an ongoing basis;
 - meeting/progressing on the project areas of focus and specific objectives, to the extent that the Ministry deems to be appropriate, outlined in Schedules "A" and "C"; and
 - providing progress recorded in the reporting requirements and template as presented in Schedule "F".

In Year 2, the Ministry's payment of Funds is conditional on the Recipient's:

- Compliance with the terms and conditions in Year 1, including enhancing its operations, governance and accountabilities on an ongoing basis to the extent that the Ministry determines to be adequate; and
- Timely submission of the Year 1 Final Report (i.e., by March 1, 2016) in accordance with the requirements of Schedules "C", "D", & "F" respecting the use of Funds for the previous Funding Year;
- On-going reporting that demonstrates the Recipient is meeting/progressing on the project areas of focus and specific objectives detailed in Schedule "A" and "C" to the extent that the Ministry determines to be appropriate.

Provided these conditions are met, funding in Year 2 will be provided as follows:

The first payment of funds of up to three million three hundred thousand dollars (\$3,300,000.00) will be made upon the Ministry's acceptance of the Final Report for Year 1.

A second payment of funds of up to two million two hundred thousand dollars (\$2,200,000.00) will be provided to the Recipient upon submission of the Interim Report for Year 2 (due December 1, 2016).

2. RETURN OF FUNDS

The Recipient shall return to the Ministry any Funds that it has not spent in accordance with this Agreement by April 15, immediately following the end of each Funding Year. The cheque must be made payable to the Minister of Finance.

SCHEDULE "F"

REPORTING TIMELINES AND REPORT REQUIREMENTS

1. TIMELINES

In accordance with Article 7 of the Agreement, the Recipient shall provide the Ministry with:

- (a) Year 1
 - i. Interim Report, including relevant financial expenditures, in the form set out in Schedule "F" by December 1, 2015.
 - ii. Final Report, including relevant financial expenditures, in the form set out in Schedule "F" by March 1, 2016.
- (b) Year 2
 - i. Interim Report, including relevant financial expenditures, in the form set out in Schedule "F" by December 1, 2016.
 - ii. Final Report, including relevant financial expenditures, in the form set out in Schedule "F" by March 1, 2017.
- (c) Monthly (Ongoing)
 - i. Commencing one month after the signing of this agreement, the OSPCA will provide the Ministry with completed Monthly Activity Reports no later than five business days after the last day of the preceding subject month and in a form as outlined in Section 2 of this schedule.

An authorized signing representative for the Recipient, verifying the accuracy of the claim, must sign the year-end final report. As the Ministry must review and analyze all reports on a timely basis, it is critical that the reports be submitted on the due dates.

2. MONTHLY ACTIVITY REPORTS

Monthly Activity Reports pertaining specifically to the activities funded under this Agreement shall be provided to the Ministry. The reports can be formatted in either Microsoft Excel or Word, but must include the following statistics for: (a) the current month and will also include; and (b) a running total for the Funding Year. A brief associated description of each statistic, where appropriate, must also be provided. Categories must include, but not be limited to the following items:

Province-Wide Coverage: Immediate distress calls, number of orders issued, number of inspections carried out, number of cruelty investigations, number of warrants issued

Centralized Inspectorate: Number of specialized training hours, number of hours training, number of hours mentoring, number of investigators participating

24-Hour Call Centre: Number of calls dispatched daily (average), number of calls dispatched to police (immediate distress), number of calls dispatched sourced from the emergency extension,

quality of service (%), average response time, dropped calls (%), total calls dispatched from the call centre

Major Case Management Team: Number of times dispatched, number of working hours, the general category of animals involved in each dispatch (e.g., livestock, domestic animals), number of team members, number of team training hours, number of new training hours, number of refresher training hours

Zoos & Aquariums: Number of zoos and aquariums, number of zoos and aquariums fully registered with the OSPCA, number of zoos and aquariums with wildlife, both number of registered and unregistered zoos and aquariums that have received first and second annual inspections, complaints received, complaints investigated, orders issued

Northern Ontario Programming: Number of investigations initiated, by location, number of investigation hours

First Nations Strategy: Number and names of First Nations contacted, number and names of First Nations that are participating in enhanced programming or that have received programming, number of training and support hours

Accountability and Governance: Number of complaints received and number of complaints resolved by the Third Party Review Committee, number of complaints filed with the Animal Care Review Board (ACRB), number of ACRB decisions reviewed, number of ACRB decisions

3. YEAR 1 AND 2 -- INTERIM AND FINAL REPORTS

For Year 1 and Year 2, both Interim and Final Reports, the following elements should be included one package:

(A) Executive Summary:

Include an executive summary that details how provincial funds were spent over the Funding Year and how those funds contributed to improving animal protection 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 Expense Reports:

Following the Executive Summary, include detailed expense reports including footnoted explanations to key items, as appropriate. Final funding figures to branches and affiliates distributed under the province-wide coverage funding (described in Schedule "C") shall be included in this section.

(C) Deliverables Report:

Indicate progress on deliverables using the template below:

PERFORMANCE REPORT: ONTARIO-OSPCA TPA (2015/16 - 2016/17) INTERIM/FINAL

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 2015/16 - 2016/17 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
<p>Province-wide Coverage (\$3,200,000)</p>	
<p>Distributed as per funding formula outlined in Section 2 of schedule "C".</p>	<p>[Suggested response format:] [Line 1: One line clearly articulating the status with respect to the objective, as appropriate (e.g., "Province-wide coverage funding has been successfully delivered as per funding formula).] [Line 2/new paragraphs: if necessary, provide: (a) a more detailed description of progress; and/or (b) any outcomes, successes, or barriers applicable to that deliverable.]</p>
<p>Ensure that all regions in Ontario are effectively served by a local branch/affiliate by maintaining province-wide law enforcement activities and related MDU with each affiliate that receives funding.</p>	
<p>Maintain MOUs with each affiliate that confirm the affiliates' commitment to assist in providing province-wide coverage and acknowledge the Chief Inspector's authority.</p>	
<p>Implement regional response models which utilize, where possible, the investigative staff to support dispatchers.</p>	
<p>Implement an investigators software system to analyse and monitor province wide service delivery and welfare trends.</p>	
<p>Establish and implement a formal policy for response to non-urgent complaints including response time limits and coverage.</p>	
<p>Centralized Inexpensive Training (\$875,000)</p>	
<p>Deliver training curriculum and program including additional specialized training opportunities, refreshers and updated training.</p>	
<p>Detail the number of agents and inspectors who have received training alongside the nature of training received.</p>	
<p>24-hour Call Centre (\$450,000)</p>	
<p>Maintain province-wide operation of 310-OSPCA hotline and call centre</p>	

PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES	REPORT ON PROGRESS / OUTCOMES
Where an independent 24-7 animal cruelty hotline is not maintained by an affiliate/branch, it must be fully integrated with the province-wide 24-7 310-SPCA hotline and call centre.	
Continue to ensure complaints can be received by the OCPCA from virtually anywhere in the province and, respectively, investigators can be dispatched from the most practical branch/affiliate.	
Initiate requirement for all branches/affiliates that do not maintain independent 24-7 hotlines to display 310-SPCA banner or square "report animal cruelty - 310-SPCA" image.	
Track and report, by nature and location, the percentage of calls referred to police due to immediate distress.	
Review the statistics of complaints received, including the number, nature and location, that required emergency response (after hours) to identify where any service delivery gaps could be addressed.	
Where discovered, address service delivery gaps.	
Major Case Management Team (\$400,000)	
Ensure all MCMT members receive training that is critical to performing in the role, including but not limited to, relevant IT systems training, policies & procedures, etc.	
Distinguish between first-time training for new staff from that of ongoing training which ensures MCMT staff maintain the appropriate level of knowledge and skills to perform their duties.	
Establish written protocols for MCMT members' conduct and responsibilities at scenes including briefings/de-briefings, situational ethics and reporting structures.	
Provide specialized training to each MCMT member.	
Zoo and Aquarium Registry & Inspections (\$250,000)	
Inspections	
Maintain zoo and aquarium inspection program.	
Unregistered facilities - conduct a minimum of 2 unscheduled	

PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES	REPORT ON PROGRESS / OUTCOMES
inspections per zoo/aquarium per year.	
Registered facilities - conduct a minimum of 1 scheduled and 1 unscheduled inspection per zoo/aquarium per year for a minimum total of 2 inspections per year.	
Provide the Province with inspection data, upon request, including: zoo/aquarium names, the month and year whereby an inspection was completed, a list of completed inspections and statistics-based summary of provincial inspections, resolutions and inspection results.	
Registry	
<p>Maintain registry database with information for each facility that shall include:</p> <ul style="list-style-type: none"> a) contact information; b) animal inventory; c) disposition plans; d) access to a veterinarian; e) type (e.g., roadside, travelling, private) of zoo/aquarium; f) euthanasia policy; and g) breeding program. 	
Provide the Province with registry-related information, upon request, including: zoo/aquarium names, total provincial inventory of animals from participating facilities, date when a facility was added to the registry, total complaints resolved sorted by complaint type and complaint status.	
Develop and implement a communications policy would respond to any requests for information related to the registry that might arise.	
Staffing	
Maintain minimum of two dedicated staff for zoo/aquarium inspections and registry.	
Expand number of additional available, trained investigators as backups and support as needed.	
Northern Ontario Programming (\$200,000)	

PROJECT AREAS OF FOCUS & SPECIFIC OBJECTIVES	REPORT ON PROGRESS / OUTCOMES
<p>Deliver supplemental support/services (e.g., spray/neuter programs) to areas or initiatives deemed relevant by the OSPCA.</p>	
<p>Track and describe how associated funds were employed, by specific location, and the subsequent benefits generated for the region.</p>	
<p>First Nations Strategy (\$125,000)</p>	
<p>Clearly advertise or present opportunities to First Nations communities to receive animal welfare/protection related programming from the OSPCA.</p>	
<p>Where First Nations communities demonstrate interest, deliver related outreach programming.</p>	
<p>Track and report on (a) how opportunities were presented to which specific First Nations communities; (b) those communities interested in receiving such programming; (c) the nature of the programming ultimately delivered; and (d) when it was delivered.</p>	
<p>Accountability and Governance</p>	
<p>Maintain a third party review process to hear and independently process unresolved public complaints.</p>	
<p>The Ministry must be provided the opportunity to attend annual general meetings and Investigations Advisory Committee meetings.</p>	

