

Bill No. 190
2023

By-law No. A.- _____ - ____

A by-law to approve and authorize the execution of the Ontario Transfer Payment Agreement between His Majesty the King in right of the Province of Ontario, as represented by the Minister of Citizenship and Multiculturalism for the Province of Ontario and The Corporation of the City of London for the provision of funding for the Anti-Hate Response Pilot.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting the financial management of the municipality and the health, safety, and well-being of persons;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Ontario Transfer Payment Agreement for the Anti-Hate Pilot Project between His Majesty the King in right of the Province of Ontario, as represented by the Minister of Citizenship and Multiculturalism and The Corporation of the City of London for the provision of funding for the Anti-Hate Response Pilot substantially in the form attached as Schedule "A" to this by-law, is hereby authorized and approved.

2. The Mayor and the City Clerk are hereby authorized to execute the Ontario Transfer Payment Agreement approved in section 1 of this by-law.

3. The City Manager, or their written delegate, is delegated the authority to approve and execute any amending agreements to the Ontario Transfer Payment Agreement if they are consistent with the requirements of the Ontario Transfer Payment Agreement approved in section 1 of this by-law and do not require additional funding or are provided for in the City's current budget and do not increase the indebtedness or contingent liabilities of The Corporation of the City of London.

4. The City Manager, or their written designate, is delegated the authority to undertake all the administrative, financial and reporting acts, including signing authority regarding: application forms for funding, budgets, cash flows, other financial reporting including financial claims, and directions, consents and other authorizations as may be required, provided that the monetary amounts do not exceed the maximum amount of Funds specified in the Ontario Transfer Payment Agreement as approved in section 1 of this by-law.

5. The City Manager, or their written designate, is delegated the authority to undertake the necessary inquiries of all internal Service Areas and, if appropriate based on those inquiries, to execute the Attestation from the City of London regarding compliance with the Ontario Human Rights Code as required by the Province for the purposes of the Transfer Payment Agreement.

6. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 27, 2023

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – June 27, 2023
Second Reading – June 27, 2023
Third Reading – June 27, 2023

Schedule "A"

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 29th day of June, 2023

BETWEEN :

**His Majesty the King in right of Ontario
as represented by the Minister of Citizenship and
Multiculturalism**

(the "Province")

- and -

The Corporation of the City of London

(the "Recipient")

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information and Additional Provisions
- Schedule "C" - Project
- Schedule "D" - Budget
- Schedule "E" - Payment Plan
- Schedule "F" - Reports.

1.2 **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.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 **One and the Same Agreement.** 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.

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and

- (e) 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.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Minister of Citizenship and
Multiculturalism**

June 7, 2023

Date



Name: Parm Bhatthal
Title: Assistant Deputy Minister
Anti-Racism Directorate

The Corporation of the City of London

Date

Name: Josh Morgan
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Michael Schulthess
Title: City Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **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.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"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.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A12.1.

"Expiry Date" means the expiry 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 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“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 pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power

to fulfill its obligations under the Agreement;

- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply 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.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

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

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (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 to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds 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 the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with 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;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds 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.

A4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

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

A4.6 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 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 *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior 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.

A6.0 CONFLICT OF INTEREST

A6.1 **Conflict of Interest Includes.** For the purposes of Article A6.0, 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 by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Province Includes.** For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content

requirements set out in Schedule “F”;

- (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. 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 conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents

wherever they are located;

- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, 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, which commercial general liability insurance 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.

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment 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 the Recipient owes pursuant to section A11.2(b); and

- (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A11.1.0 TERMINATION WHERE NO APPROPRIATION

A11.1.1 Termination Where No Appropriation. If, as provided for in section A4.2(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.

A11.1.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A11.1.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment 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 A11.1.2(b).

A11.1.3 No Additional Funds. If, pursuant to section A11.1.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 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 A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);

- (b) the Recipient's operations, its financial condition, its organizational structure or its control 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;
- (d) the Recipient ceases to operate.

A12.2 **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 further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the

Province.

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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 A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 **When Termination Effective.** Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A14.0 FUNDS UPON EXPIRY

A14.1 **Funds Upon Expiry.** Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 **Payment of Overpayment.** If at any time 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 to the Province an amount equal to the excess Funds.

A15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 **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 set out in Schedule “B”.

A15.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or

as either Party later designates to the other by Notice.

A16.2 **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 fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **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.

A19.0 WAIVER

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient 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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **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.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) 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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (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 Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, 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, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A11.1.2, A11.1.3, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Maximum Funds	\$500,000
Expiry Date	July 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Position: Ahila Poologaindran, Director, Program and Evaluation, Anti-Racism Directorate</p> <p>Address: 1075 Bay St, Toronto ON, M5B 2B2</p> <p>Fax: 416 285 2972</p> <p>Email: ahila.poologaindran@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Rumina Morris, Director, Anti-Racism and Anti-Oppression</p> <p>Address: 300 Dufferin Avenue, London ON, N6A 4L9</p> <p>Fax: 519 661-2354</p> <p>Email: rumorris@london.ca</p>
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	<p>Position: Anna-Lisa Barbon</p> <p>Address: 300 Dufferin Avenue, London ON N6A 4L9</p> <p>Fax: 519 661-5392</p> <p>Email: abarbon@london.ca</p>

1. Section A7.5 of Schedule “A” to the Agreement is hereby deleted and replaced with the following:

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) save and except for documents or their content protected by legal privilege, inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

**SCHEDULE “C”
PROJECT**

PROJECT OVERVIEW – Anti-Hate Response Pilot

The Recipient will use the Funds for a local project to support residents and community members in London, Ontario with the following two-pronged approach as set out in greater detail in the work plan below under section 1.0 (the “Work Plan”):

1. Establish an external centralized online portal for anti-hate resources; and
2. Develop and deliver a local anti-hate public education and awareness campaign.

The Recipient will work in close consultation with the Province to ensure the project aligns with the Province’s mandate. The Recipient will ensure the Province has an opportunity to provide feedback to the Recipient on activities and requirements as set out in the Work Plan.

1.0 WORK PLAN

Activity	Requirement(s)	Timeframe
<p>Establish a Steering Committee</p> <p>The Recipient will create a local steering committee to spearhead the project and consult, advise and assist on material development as well as planning, coordination and promotion.</p>	<p>The Recipient will establish one local steering committee with up to 13 members.</p> <p>The Recipient will provide the final list of steering committee members to the Province and/or a terms of reference for the steering committee as part of first Quarterly Report (see Schedule “F”).</p> <p>The following community partners will be approached to gauge their interest in being part of the steering committee:</p> <ul style="list-style-type: none"> • London Police Services • Educational institutions and school boards • Non-profit organizations • Ethnocultural groups • Private sector businesses and organizations • London & Middlesex Local 	<p>July 2023 - May 2025</p>

	<p>Immigration Partnership (LMLIP)</p> <ul style="list-style-type: none"> • Réseau en immigration francophone centre-sud-ouest 	
Project Research and Design	<p>Upon the establishment of the steering committee the following actions will be taken:</p> <ol style="list-style-type: none"> 1. Recruitment of one full-time staff to implement the project 2. Research of best practices for online portals and campaign 3. Hiring of the website vendor and marketing company 4. Conduct privacy impact assessment 	August 2023 – December 2023
1. Centralized Online Portal		
<p>Online Portal Development</p> <p>The Recipient will establish an external centralized online portal for anti-hate and anti-racism resources.</p>	<p>The Recipient will create one external centralized online portal with anti-hate resources. The centralized online portal will include a library of at least 20 existing resources and scalable tools, as well as at least 20 new resources to address anti-racism and anti-hate including resources, videos, and bystander tips.</p> <p>The Recipient will collaborate with the following community partners for development of the portal and outreach to promote the portal:</p> <ul style="list-style-type: none"> • London Police Services • London & Middlesex Local Immigration Partnership (LMLIP) • Réseau en immigration francophone centre-sud-ouest • Other community partners to be determined <p>The Recipient will provide progress updates on the development and promotion of the online portal to the Province as part of the</p>	January 2024 – June 2024

	Quarterly Reports, or as requested by the Province.	
Online Portal Promotion	<p>The Recipient will develop a promotional and information package to be delivered throughout London to promote the online portal. The training package will be sent to at least 13 partner local community organizations.</p> <p>The Recipient will provide a copy of the promotional and information package to the Province prior to disseminating. The Province will provide feedback to the Recipient, if any, by e-mail or meeting.</p>	July 2024 – May 2025
2. Anti-Hate Public Education and Awareness Campaign		
Development of a Public Education and Awareness Campaign	<p>The Recipient will develop the following materials for the public education and awareness campaign:</p> <ul style="list-style-type: none"> • At least 5 billboards • At least 75 social media posts • At least 20 print materials (brochures, posters, flyers, etc.) • one campaign website <p>The Recipient will provide a copy of all public-facing materials of the campaign and the communications plan to the Province prior to the campaign launch and prior to the release of these materials to the public. The Province will provide feedback to the Recipient, if any, by e-mail or meeting.</p>	– January 2024 – June 2024
	<p>The Recipient will develop a local anti-hate public education and awareness campaign.</p> <p>The public education and awareness campaign will raise awareness about the different forms of hate including hate incidents, ways for the public to report hate and supports for bystander intervention.</p> <p>The campaign would also address the intersectional identities of those who experience hate, including but not limited to; Indigenous, Black, Muslim, Jewish, racialized, 2SLGBTQQIA+, and newcomers.</p>	
Promotion of Public Education and Awareness Campaign	The campaign will be promoted through a variety of means including social media, print, and billboards.	July 2024 – May 2025

	The campaign will also be promoted by the steering committee members and community partners.	
<p>Project Evaluation</p> <p>The Recipient will evaluate success of the project through various evaluation tactics including targeted survey, focus groups and/or study.</p> <p>Project evaluation would measure progress towards several indicators, including increased sense of belonging for communities impacted by hate and discrimination, public familiarity with the online portal, public education and awareness campaign and evidence of more positive behaviours towards communities impacted by hate and discrimination.</p>	<p>The Recipient will host at least 10 focus groups to assess public response to</p> <ul style="list-style-type: none"> • Online portal • Public education and awareness campaign <p>The Recipient will distribute an online survey to at least 100 members of the public and assess public response to</p> <ul style="list-style-type: none"> • Online portal • Public education and awareness campaign <p>Additional evaluation strategies will also be recommended by the project steering committee. The Recipient will include results of the additional evaluation strategies in the Final Project Report.</p>	January 2025 – May 2025

3.0 EXPECTED OUTCOMES AND PERFORMANCE INDICATORS

Outcome #1: Increase education and awareness on anti-hate and anti-racism		
Initiatives	Performance Indicators	Expected Results
Develop and maintain a portal aimed at sharing information and resources related to anti-racism and anti-hate.	<ul style="list-style-type: none"> • # of times website is shared • # of places website is advertised • The quality and relevance of content • Content is accessible, easy to read, and useful 	<ul style="list-style-type: none"> • Individuals, municipalities, community partners and London & Middlesex Local Immigration Partnership (LMLIP) have accessible and digestible information relating to anti-racism and anti-hate • Website visitors have access to a “one-stop shop” for resources, videos, and bystander tips
Develop a local anti-hate public awareness campaign	<ul style="list-style-type: none"> • A reported increase by community partners in access of resources and supports by/for victims of hate • # of municipalities and LMLIP that have adoption of promotional materials • Analytic measures relating to visits 	<ul style="list-style-type: none"> • Residents are aware of the impacts of racism, hate ad discrimination. • A local coordinated and consistent approach to messaging relating to racism, hate and discrimination

	<p>to the website</p> <ul style="list-style-type: none"> • Website engagement / percentage of click-through on resources • Content is accessible and interactive • Promotional materials are widely distributed in public places, city-facilities, and other high-traffic areas, including in schools, community centres, hospitals, etc. 	
<p>Outcome #2: Increase capacity for municipal staff, local immigration partnership, and others working in anti-racism and anti-hate</p>		
Initiatives	Performance Indicators	Expected Results
<p>Develop and maintain a portal aimed at sharing information and resources related to anti-racism and anti-hate.</p>	<ul style="list-style-type: none"> • # of times and regions training package is disseminated and delivered • # of places website is advertised • Content is accessible, easy to read, high-quality, relevant and accessible • Ability to deliver training 	<ul style="list-style-type: none"> • Individuals, municipal staff, community partners and the LMLIP have accessible and digestible information relating to anti-racism and anti-hate • Website visitors have access to a “one-stop shop” for resources, videos, and bystander tips
<p>Outcome #3: City of London, residents and local partners have tangible tools for addressing hate and discrimination.</p>		
Initiatives	Performance Indicators	Expected Results
<p>Develop and maintain an online portal aimed at sharing information and resources related to anti-racism and anti-hate.</p>	<ul style="list-style-type: none"> • # of times website is shared • # of places website is advertised • The quality and relevance of content • Content is accessible, easy to read, and useful 	<ul style="list-style-type: none"> • Residents, City of London, community partners and the LMLIP have accessible and user-friendly information relating to anti-racism, and anti-hate. • Website visitors have access to a “one-stop shop” for resources, videos, and bystander tips
<p>Develop a local anti-hate public awareness campaign.</p>	<ul style="list-style-type: none"> • A reported increase by community partners in access of resources and supports by/for victims of hate • Adoption of promotional materials by City of London, community partners, and the LMLIP • Analytic measures relating to visits to the website. • Website engagement / % of click-through on resources 	<ul style="list-style-type: none"> • Residents are aware of the impacts of racism, hate and discrimination. • A local coordinated and consistent approach to messaging relating to racism, hate and discrimination.

	<ul style="list-style-type: none">• Content is accessible and interactive• Promotional materials are widely distributed in public places, city-facilities, and other high-traffic areas, including in schools, community centers, hospitals, etc.	
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**SCHEDULE “D”
BUDGET**

Overview – Budget

Funding Source	Year 1 – 2023-24	Year 2 – 2024-25	TOTAL
Province	\$209,346	\$290,654	\$500,000
City of London – In-Kind	\$65,500	\$65,500	\$131,000

Detailed Breakdown of Budget

Expenses	Funding Year 1 – 2023-24			Funding Year 2 – 2024-25		
	Province Funds	Other Sources of Funding (In-Kind)	Total	Province Funds	Other Sources of Funding (In-Kind)	Total
Project Expenses						
Salaries, fees and benefits for one FTE.	\$68,000	\$0	\$68,000	\$68,000	\$0	\$68,000
Project supplies	\$2,544	\$0	\$2,544	\$2,544	\$0	\$2,544
Project management	\$0	\$27,500	\$27,500	\$0	\$27,500	\$27,500
Consultant and Professional Expenses						
External audit	\$0	\$0	\$0	\$10,176	\$0	\$10,176
Graphic design	\$5,088	\$10,000	\$15,088	\$5,088	\$10,000	\$15,088
External media relations/marketing company	\$0	\$0	\$0	\$15,264	\$0	\$15,264
Website development and maintenance	\$81,408	\$15,000	\$96,408	\$81,408	\$15,000	\$96,408
External Evaluation	\$0	\$0	\$0	\$18,675	\$0	\$18,675
Travel and Meeting Space Rental Expenses						
Local travel for steering committee members	\$1,018	\$0	\$1,018	\$1,018	\$0	\$1,018

Meeting space rental for steering committee members	\$1,018	\$2,000	\$3,018	\$1,018	\$2,000	\$3,018
Honoraria for focus group participants	\$0	\$0	\$0	\$5,000	\$0	\$5,000
Refreshments – steering committee	\$0	\$1,000	\$1,000	\$0	\$1,000	\$1,000
Refreshments – focus group participants	\$0	\$0	\$0	\$1,500	\$0	\$1,500
Promotion/Communication Expenses						
Advertising	\$20,352	\$0	\$20,352	\$20,352	\$0	\$20,352
Publishing and printing	\$5,088	\$0	\$5,088	\$10,176	\$0	\$10,176
Website and campaign promotion	\$5,088	\$10,000	\$15,088	\$20,352	\$10,000	\$30,352
Audio-visual materials	\$5,088	\$0	\$5,088	\$10,176	\$0	\$10,176
Copyright fees	\$2,035	\$0	\$2,035	\$2,035	\$0	\$2,035
Interpretation	\$509	\$0	\$509	\$509	\$0	\$509
Translations	\$2,035	\$0	\$2,035	\$5,088	\$0	\$5,088
Administration and Supervision Costs						
Salaries and benefits for administrative employees	\$10,075	\$0	\$10,075	\$12,275	\$0	\$12,275
Total	\$209,346	\$65,500	\$274,846	\$290,654	\$65,500	\$356,154

**SCHEDULE "E"
PAYMENT PLAN**

Funds up to the Maximum Funds will be provided to the Recipient according to the following schedule, subject to and conditional upon compliance with the terms and conditions of this agreement:

PAYMENT DATE	PAYMENT AMOUNT
<p>Payment 1:</p> <p>Upon the Parties executing the Agreement and receipt and approval by the Province of the proof of insurance required under section A10.2 in Schedule "A".</p>	\$209,346
<p>Payment 2:</p> <p>Upon receipt by the Province of the Interim Financial Report and Interim Progress Report pursuant to Schedule "F", which are due on April 30, 2024.</p>	\$190,654
<p>Payment 3:</p> <p>Upon receipt by the Province of the final Quarterly Report pursuant to Schedule "F", which is due on March 15, 2025.</p>	\$100,000
Maximum Funds	\$500,000

**SCHEDULE “F”
REPORTS**

1.0 **Reporting Schedule.** In accordance with section A7.1, the Recipient shall provide the Province with:

Name of Report	Report Due On:
<ul style="list-style-type: none"> • Quarterly Report 	Starting June 30, 2023, followed by every quarter thereafter until March 15, 2025
<ul style="list-style-type: none"> • Interim Financial Report • Interim Progress Report 	April 30, 2024
<ul style="list-style-type: none"> • Final Financial Report • Final Project Report 	Final Financial Report: June 16, 2025 Final Report: June 30, 2025

2.0 Report Details

2.1 Types of Reports

Quarterly Report: This is a report on the progress made by the Recipient on the activities and requirements set out in the Work Plan aspect of the Project described in section 1.0 of Schedule “A” from the start of the Project until March 15, 2025.

Interim Financial Report: This is a detailed breakdown of Project expenditures incurred by the Recipient from the start of the Project to April 30, 2024.

Interim Progress Report: This is a report on progress made by the Recipient on the Expected Outcomes and Performance Indicators aspect of the Project described in section 2.0 of Schedule “A” the start of the Project to April 30, 2024.

Final Financial Report: This is a detailed breakdown of Project expenditures incurred by the Recipient from the start of the Project to May 31, 2025.

Final Project Report: This is a report on progress made on the Work Plan including Expected Outcomes and Performance Indicators by the Recipient from

the start of the Project to May 31, 2025. This report should also include all products and/or programs produced with or as a result of the Funds.

2.2 No Personal Information to be Included. Reports should not include any personal information.

3.0 **Importance.** As the Province must review and analyze the Reports on a timely basis, the importance of submitting them on their due dates cannot be overstated. Failure to provide Reports in a complete and timely manner could impact future funding considerations for your organization.