

<b>TO:</b>	<b>CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON MARCH 28, 2017</b>
<b>FROM:</b>	<b>MARTIN HAYWARD MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER AND ACTING CITY MANAGER</b>
<b>SUBJECT:</b>	<b>ONTARIO 150 COMMUNITY CELEBRATION PROGRAM AND ONTARIO 150 PARTNERSHIP PROGRAM TRANSFER PAYMENT AGREEMENTS</b>

<b>RECOMMENDATIONS</b>
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That, on the recommendation of the Managing Director, Corporate Services and City Treasurer, Chief Financial Officer and Acting City Manager, the by-law attached hereto as Appendix "A", **BE INTRODUCED** at the Municipal Council meeting held on April 4, 2017:

- a) to approve the Ontario 150 Community Celebration Program Transfer Payment Agreement between The Corporation of the City of London and Her Majesty the Queen in right of Ontario hereby represented by the Minister of Tourism, Culture and Sport;
- b) to approve the Ontario 150 Partnership Program Transfer Payment Agreement between The Corporation of the City of London and Her Majesty the Queen in right of Ontario hereby represented by the Minister of Tourism, Culture and Sport;
- c) to authorize the Mayor and Clerk to sign the Ontario 150 Community Celebration Program Transfer Payment Agreement, attached as Schedule A to the by-law; and,
- d) to authorize the Mayor and Clerk to sign the Ontario 150 Partnership Program Transfer Payment Agreement, attached as Schedule B to the by-law.

<b>PREVIOUS REPORTS PERTINENT TO THIS MATTER</b>
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- 150 Anniversary of Canada Celebration Funding Request, IEPC July 21, 2014
- Canada 150 Funding Programs, CSC May 25, 2015
- Canada 150 Community Infrastructure Program Contribution Agreement, CSC April 26, 2016
- Canada 150 Community Infrastructure Program Intake Two, CSC June 20, 2016
- Ontario 150 Program Applications, CSC August 23, 2016
- Canada 150 London Proposed Community Celebration Event and Promotion, CSC February 7, 2017

<b>BACKGROUND</b>
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As the City of London rolls out its events and initiatives to celebrate Canada's 150<sup>th</sup> birthday throughout 2017, Londoners will be celebrating Ontario's sesquicentennial as well. Celebrating

the 150<sup>th</sup> of both Canada and Ontario are recognized in Council’s Strategic Plan as an important plank to provide “amazing arts, culture and recreational experiences” for London.

On July 6, 2016, the Province of Ontario announced three new funding programs to support community initiatives in recognition of Ontario’s 150<sup>th</sup> birthday. Overall, the Ontario 150 programs aim to “showcase Ontario’s innovative spirit, our culture and our community diversity [...] while laying the groundwork for a strong economic, social and cultural legacy for Ontario’s next 150 years.” The province established three funding programs for which municipalities, community organizations and associations could apply:

- **Ontario 150 Community Celebration Program** – a \$7 million fund to help communities celebrate this historic year. The program supports up to \$70,000 at 75% of total eligible costs.
- **Ontario 150 Partnership Program** – a \$5 million fund to support new partnerships and collaborations that engage, enable and empower young Ontarians as the next generation of Ontario leaders. The program supports up to \$100,000 at 75% of total eligible costs.
- **Ontario 150 Community Capital Program** – a \$25 million fund through the Ontario Trillium Foundation to renovate, repair and/or retrofit existing community and cultural infrastructure to increase access, improve safety and maximize community use. This project will support up to \$500,000 at 50% of total eligible costs.

The City of London, at Council direction, advanced projects under all three Ontario 150 programs. London was successful in obtaining funding for the following projects:

Project (Program)	Statement of Work Description	Provincial Share
SesquiFest Ontario (Ontario 150 Community Celebration Program)	This project will stage a five day celebration of Ontario that is expected to engage over 20,000 Londoners and visitors. The City of London, in partnership with the London Heritage Council, London Celebrates Canada, the London Multi-cultural Association and Tourism London aims to optimize Budweiser Gardens and surrounding space with programming such as live music, interactive activities for children, art installations, local vendors keynote speakers and regional cuisine.	\$70,000
Targeted Youth Leadership Program (Ontario 150 Partnership Program)	This project will develop and pilot the “Targeted Youth Leadership Program” that will build leadership skills and provide relevant hands-on experience and work-related certifications for 60 newcomer youth and youth from diverse backgrounds in London who experience barriers to involvement in leadership programs. The program will be developed in partnership with the Boys’ and Girls’ Club of London and YMCA of Southwestern Ontario.	\$55,000

The City of London was extremely competitive in securing funding from the Province of Ontario in support of Ontario 150 opportunities. The design details under the Ontario 150 programming differed significantly from those of the Government of Canada’s Canada 150 program

opportunities. For example, municipalities and eligible community recipients were limited in the number of total projects that could be submitted for each stream of Ontario 150 funding. This meant that London had to be very strategic in identifying which projects to put forward for consideration by the Province of Ontario.

The City of London had submitted a total of four (4) projects within the Ontario 150 programs. As described above, London's two (2) successful projects have attracted \$125,000 of total provincial investment to support exciting and meaningful Ontario 150 projects. Delivering a 50% success rate positions the City of London above the curve vis-à-vis other similarly situated cities in Ontario. Civic Administration has collected some anecdotal data from other communities to measure our success yet until the Transfer Payment Agreements from other communities become public, it would not be appropriate to share this information at this time.

#### Financial Implications:

As noted in the table above, the Provincial contribution to SesquiFest Ontario (Ontario 150 Community Celebration Program) is \$70,000. The City's contribution to this project (\$40,000) is available in approved capital project GG1660 – Canada 150 London Celebration and Promotion, which was approved by Municipal Council on February 14, 2017.

The Provincial contribution to the Targeted Youth Leadership Program (Ontario 150 Partnership Program) totals \$55,000. The City's contribution to this project (\$22,442) is available within the approved 2017 Neighbourhood, Children and Fire Services operating budget.

#### Next Steps:

This report recommends that Council approve the execution of the by-law and both the Ontario 150 Community Celebration Program as well as the Ontario 150 Partnership Program Transfer Payment Agreements between the Corporation of the City of London and Her Majesty the Queen in right of Ontario hereby represented by the Minister of Tourism, Culture and Sport, attached as Schedules A and B of Appendix "A" to this report.

### **ONTARIO 150 COMMUNITY CELEBRATION AND ONTARIO 150 PARTNERSHIP PROGRAM TRANSFER PAYMENT AGREEMENTS**

These transfer payment agreements are nearly identical with respect to the responsibilities and conditions that will govern the financial partnership between the City of London and the Province of Ontario. The purpose of the Transfer Payment Agreement is to set out the terms and conditions under which the Minister will provide Ontario 150 funding in support of our projects.

#### **Schedules of Transfer Payment Agreement**

The two Transfer Payment Agreements contain the following Schedules which form an integral part of the Agreements:

- Schedule A – General Terms and Conditions
- Schedule B – Project Specific Information and Additional Provisions
- Schedule C – Project Description
- Schedule D – Budget
- Schedule E – Payment Plan
- Schedule F – Reports
- Schedule G – Communications Protocol

**Duration of Agreement**

The Transfer Payment Agreements for the *SesquiFest Ontario* as well as the Targeted Youth Leadership Program will terminate on March 31, 2018.

**Terms and Conditions of this Contribution Agreement**

Finance, and Risk Management, and the lead project manager(s) have reviewed these agreements and are satisfied that the terms and conditions can be met by the City of London.

<b>CONCLUSION</b>
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Ontario's 150<sup>th</sup> anniversary is an important historic milestone. The Province of Ontario is investing in community initiatives and programming to mark the occasion and London will continue to be a leader in promoting this historic year of celebration.

This report was prepared with contributions from many individuals. Acknowledgement with appreciation is extended to: Linzi Lavery, Amanda Morrison, Robin Armistead, Tony Kyle, Jennifer Smout, and the Senior Leadership Team.

<b>PREPARED BY:</b>	<b>RECOMMENDED BY:</b>
<b>ADAM THOMPSON MANAGER, GOVERNMENT AND EXTERNAL RELATIONS</b>	<b>KATE GRAHAM DIRECTOR, COMMUNITY &amp; ECONOMIC INNOVATION</b>
<b>SUBMITTED BY:</b>	
<b>MARTIN HAYWARD MANAGING DIRECTOR, CORPORATE SERVICES AND CITY TREASURER, CHIEF FINANCIAL OFFICER AND ACTING CITY MANAGER</b>	

## APPENDIX A

Bill No.  
2016

A by-law to approve the Transfer Payment Agreements between Her Majesty the Queen in right of Ontario as represented by the Minister of Tourism, Culture and Sport and The Corporation of the City of London; and to authorize the Mayor and City Clerk to execute the agreements.

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;

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

1. The Transfer Payment Agreement attached as Schedule “A” to this by-law between Her Majesty the Queen in right of Ontario as represented by the Minister Tourism, Culture and Sport and The Corporation of the City of London, permitting the City to receive funding for *SesquiFest Ontario* is hereby authorized and approved.
2. The Transfer Payment Agreement attached as Schedule “B” to this by-law between Her Majesty the Queen in right of Ontario as represented by the Minister Tourism, Culture and Sport and The Corporation of the City of London, permitting the City to receive funding for Targeted Youth Leadership Program is hereby authorized and approved.
3. The Mayor and the City Clerk are hereby authorized to execute the Transfer Payment Agreements authorized and approved under sections 1 and 2, above.
4. The Director, Community and Economic Innovation is hereby authorized to execute any financial reports required as a condition under the Transfer Payment Agreements.
5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on \_\_\_\_\_

Matt Brown  
Mayor

Catherine Saunders  
City Clerk

First Reading –  
Second Reading –  
Third Reading –

## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 20th day of January, 2017

### BETWEEN :

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Tourism, Culture and Sport**

(the “Province”)

- and -

**Corporation of the City of London**

(the “Recipient”)

### 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 are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information and Additional Provisions  
Schedule “C” - Project Description  
Schedule “D” - Budget  
Schedule “E” - Payment Plan  
Schedule “F” - Reports  
Schedule “G” - Communications Protocol, and  
any amending agreement entered into as provided for below,

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 COUNTERPARTS**

2.1 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.

## **3.0 AMENDING THE AGREEMENT**

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

## **4.0 ACKNOWLEDGEMENT**

4.1 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) Her Majesty the Queen 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.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Tourism, Culture and Sport**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debbie Jewell  
A/ Director, Investment and Development

**CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Catharine Saunders, City Clerk

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Brown, Mayor

I have authority to bind the Recipient.

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

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**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 referred to in section A9.1 and as specified in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

**"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 A14.1.

**"Expiry Date"** means the date on which the Agreement will expire and is the date provided for 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 provided for 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 14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A14.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

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

**“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 authority 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 this 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 A12.0, Article A13.0, or Article A14.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 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.

**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 as the Province may request pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) 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 the Recipient provides to the Province pursuant to section A7.1; and
- (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 A13.1.

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

- (a) carry out the Project;
- (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 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:

- (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.

**A4.6 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

**A4.7 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 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 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 provided for in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 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.

**A6.3 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.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A18.1, all Reports in accordance with the timelines and content requirements provided for 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 A18.1, 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.

**A7.2 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.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's 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, any authorized representative, or any 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 A7.2;
- (b) remove any copies made pursuant to section A7.3(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.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 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.

**A7.6 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).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 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.

## **A9.0 FURTHER CONDITIONS**

**A9.1 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.

## **A10.0 INDEMNITY**

**A10.1 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 Indemnified Parties.

**A10.2 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.

**A10.3 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 the 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.

**A10.4 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 the 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.

**A10.5 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

## **A11.0 INSURANCE**

**A11.1 Recipient's 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 provided for 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.

**A11.2 Proof of Insurance. The Recipient will:**

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A11.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A12.0 TERMINATION ON NOTICE**

**A12.1 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.

**A12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A12.1, 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 the Recipient owes pursuant to section A12.2(b); and
  - (ii) subject to section A4.7, provide Funds to the Recipient to cover such costs.

## **A13.0 TERMINATION WHERE NO APPROPRIATION**

**A13.1 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.

**A13.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A13.1, 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 A13.2(b).

**A13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A13.2(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.

#### **A14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A14.1 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 A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(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.

**A14.2 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.

**A14.3 Opportunity to Remedy.** If, in accordance with section A14.2(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.

**A14.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2(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 A14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A14.5 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

## **A15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A14.0, 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.

## **A16.0 FUNDS UPON EXPIRY**

**A16.1 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.

## **A17.0 REPAYMENT**

**A17.1 Repayment 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 an amount equal to the excess Funds to the Province.

**A17.2 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.

**A17.3 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.

**A17.4 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 as provided for in Schedule “B”.

**A17.5 Fails 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.

## **A18.0 NOTICE**

**A18.1 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 provided for Schedule “B”, or as either Party later designates to the other by Notice.

**A18.2 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.

**A18.3 Postal Disruption.** Despite section A18.2(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 fax.

## **A19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A19.1 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.

## **A20.0 SEVERABILITY OF PROVISIONS**

**A20.1 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.

## **A21.0 WAIVER**

**A21.1 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 A18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A22.0 INDEPENDENT PARTIES**

**A22.1 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.

## **A23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A23.2 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.

## **A24.0 GOVERNING LAW**

**A24.1 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.

## **A25.0 FURTHER ASSURANCES**

**A25.1 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.

## **A26.0 JOINT AND SEVERAL LIABILITY**

**A26.1 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.

## **A27.0 RIGHTS AND REMEDIES CUMULATIVE**

**A27.1 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.

## **A28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A28.1 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 one of Her 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.

## **A29.0 SURVIVAL**

**A29.1 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, Article 3.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A10.0, sections A12.2, sections A13.2, A13.3, sections A14.1, A14.2(d), (e), (f), (g) and (h), Article A16.0, Article A17.0, Article A18.0, Article A20.0, section A23.2, Article A24.0, Article A26.0, Article A27.0, Article A28.0 and Article A29.0.

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

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

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<b>Maximum Funds</b>	\$70,000
<b>Expiry Date</b>	November 30, 2017
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1,000
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	Name: Ministry of Tourism, Culture and Sport Address: 659 Exeter Road London, ON N6E 1L3 Attention: Jo-Ann Hutchison Email: <a href="mailto:jo-ann.hutchison@ontario.ca">jo-ann.hutchison@ontario.ca</a> Tel : 519-873-4519
<b>Contact information for the purposes of Notice to the Recipient</b>	Name: Corporation of the City of London Address: 300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9 Attention: Kate Graham Email: <a href="mailto:kgraham@london.ca">kgraham@london.ca</a> Phone: 519-661-2500 x5879
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	Name: Corporation of the City of London Address: 300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9 Attention: Laurie Green Email: <a href="mailto:lgreen@london.ca">lgreen@london.ca</a> Phone: 519-661-2500 x4722

**Additional Provisions:**

1. The Recipient will comply with the Additional Provisions provided for in the Communications Protocol, attached to the Agreement as Schedule G.
2. For the purposes of section A8.2, a written publication includes any project-related communications, in print or digital formats. For clarity, the Recipient is not required to include the disclaimer statement in any materials that are strictly factual and/or promotional in nature, or in information shared on social media platforms such as Twitter, unless specifically requested by the Province.

## **SCHEDULE “C” PROJECT DESCRIPTION**

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### **BACKGROUND**

The Province will provide Maximum Funds of up to \$70,000 to the Recipient to support *SesquiFest Ontario*, to be held in London.

### **PROJECT OBJECTIVE**

This project will stage a 5 day celebration of Ontario that is anticipated to engage over 20,000 Londoners and visitors. The City of London, in partnership with the London Heritage Council, London Celebrates Canada, the London Multi-Cultural Association and Tourism London, aims to optimize Budweiser Gardens and surrounding space with programming such as live music, interactive activities for children, art installations, local vendors, keynote speakers, regional cuisine, and the SESQUI Dome.

### **PROJECT SCOPE**

*SesquiFest Ontario* will be a free five day, outdoor public festival. Each day's programming will be themed as follows: Best of Ontario, Youth Expo, Best of Canada, Innovation, and the Environment. Indigenous and ethno-cultural programming will also be presented each day.

A key component of the festival will be the SESQUI dome that has a 360° screen on which a multimedia presentation produced by Toronto filmmakers, artists and engineers will be shown. This presentation is focussed on Ontario's and Canada's natural features.

It is anticipated that over 20,000 Londoners and visitors will attend this festival. Attendees will learn more about and celebrate Ontario's natural features, talents, assets, diversity, and history.

### **TIMELINES**

*SesquiFest Ontario* will run from June 29, 2017 to July 3, 2017.

## SCHEDULE "D"

### BUDGET

The Ministry of Tourism, Culture and Sport will provide Maximum Funds of \$70,000 to the Recipient to carry out *SesquiFest Ontario*. These Funds may be used to support the Project funded expenses detailed in the following table.

Maximum Funds will not exceed 75% of the Project's eligible cash operating expenses as indicated in the table below.

### PROJECT EXPENSES

ITEM	ITEM EXPENSE	FUNDED AMOUNT
<b>ELIGIBLE EXPENSES</b>		
Entertainment	\$22,500	\$15,000
Marketing/Signage Costs	\$20,000	\$10,000
Festival Infrastructure/Setup	\$35,000	\$25,000
Production Costs	\$25,000	\$15,000
Site Staff/Management/Translation	\$ 7,500	\$ 5,000
<b>TOTAL</b>	<b>\$110,000</b>	<b>\$70,000</b>

#### **Ineligible Project Expenses include:**

- Website maintenance.
- Core administrative and overhead costs (e.g., rent, telephone and communication lines/services, insurance, computers, utilities, maintenance costs and any operational expenses related to an organization's ongoing activities).
- Permanent staff salaries and travel costs.
- Legal, audit or interest fees.
- Management/Staff travel costs.
- Any costs incurred for events held outside Ontario.
- Budget deficits.
- Capital costs related to permanent structures or acquisitions (e.g., materials, labour, motorized vehicles, land acquisition, purchase of equipment for project construction, computers, etc.).
- Refundable Harmonized Sales Tax or other refundable expenses (e.g., security deposits, etc.).
- Motorized vehicles
- Consulting or other services that support the development of a strategic or operational plan.
- Alcohol.

**SCHEDULE "E"**  
**PAYMENT PLAN**

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The Province will provide Maximum Funds to the Recipient in installments as outlined in the table following.

<b>PAYMENT DATE OR MILESTONE</b>	<b>AMOUNT</b>
Upon execution of this Agreement by both parties	\$63,000
Upon submission of the Project Final Report by October 1, 2017 and approval by the Province	\$ 7,000

**SCHEDULE "F"  
REPORTS**

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Name of Report	Due Date
Project Final Report	October 1, 2017

***Report Details***

**The Project Final Report will include the following items:**

- (a) Particulars of how the Communications Protocol has been implemented or applied;
- (b) Copies of the following materials:
  - A summary of all invoices for costs associated with your Project as laid out in Schedule "D" of this Agreement.
  - A description of all Government of Ontario acknowledgements, including all materials that identify and describe your Project.
  - Reports and publications produced as part of your Project, including media summaries, economic impact studies, and visitor surveys;
- (c) a Board-endorsed or Treasurer-certified financial statement which accounts for total Project cash operating expenses and Project revenues and expenditures;
- (d) a representation letter from the Recipient's Chief Financial Officer or most senior official confirming that Funds were used only for eligible Project expenses;
- (e) Reporting on the following ministry-provided performance metrics:
  - # of attendees (participants and stakeholders).
  - # of volunteers recruited.
  - # of diverse groups reached/engaged (youth, Indigenous, Francophone, LGBTQ, older adults and seniors, multicultural communities and persons with disabilities).
  - # of partnerships developed.
  - % of Ontario talent/content involved.
- (f) Reporting on the following applicant-provided performance metrics:
  - # of youth attending
  - # of visitors from outside of London
  - Attendee satisfaction
- (g) any other details that may be requested by the Province.

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

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### **DEFINITIONS**

For the purpose of the communications protocol set out in this schedule:

“Public communications” includes all material that is communicated to the public, either directly or through the media and addresses communications activities such as:

- Advertising creative costs.
- Media relations and communications including broadcast, print, electronic, web, and social media
- Stakeholder and Community relations, including public information and stakeholder consultation
- Marketing, advertising and promotions
- Public relations, including speaking engagements and events
- Public inquiry and correspondence
- Visual Identity and branding

A “contentious issue” means a matter that may reasonably be expected to be of concern to the Legislative Assembly or the public, and could result in inquiries directed to a minister or government. They may be raised by:

- Visual Identity and branding
- Members of Provincial Parliament
- The public
- Media
- Stakeholders
- Service delivery partners

### **ACKNOWLEDGEMENT OF SUPPORT**

The Recipient must publicly acknowledge the support of the Province in a form and manner as directed by the Province, and without limiting the foregoing, the Recipient shall in a form and manner as approved by the Province:

- (a) Acknowledge the Province and Ontario<sup>150</sup> in all public communication materials in both English and French;
- (b) Provide an opportunity for Ontario representatives to speak at key program events supported by provincial funding (e.g. Minister(s) or designates);

(c) Acknowledge the Province and Ontario150 in media interviews and announcements; and

(d) Acknowledge the Province and Ontario150 upon completion of the Project.

## **VISIBILITY**

The Recipient shall acknowledge the Province's support by incorporating Ontario150 logos prominently into the Recipient's communications, marketing and promotional materials and activities in accordance with the Ontario150 branding tool-kit and guidelines. The acknowledgement of the Province's support will be given prominence that is comparable with the acknowledgment provided to other Project funders (i.e. on par with federal, provincial or municipal government funders).

## **PRINCIPLES**

The Recipient will make the Province aware of contentious issues and vice versa.

The Recipient will share relevant communications material with the Province in advance in order to fact check and/or approve where requested by the Province. The Recipient must provide the Province with at least two weeks' notice prior to any public announcement related to the Project.

## ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 21 day of December, 2016

### BETWEEN :

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Tourism, Culture and Sport**

(the “Province”)

- and -

**The Corporation of the City of London**

(the “Recipient”)

### 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 are expressly acknowledged, the Province and the Recipient agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information and Additional Provisions  
Schedule “C” - Project Description  
Schedule “D” - Budget  
Schedule “E” - Payment Plan  
Schedule “F” - Reports  
Schedule “G” - Communications Protocol, and  
any amending agreement entered into as provided for below,

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 COUNTERPARTS**

2.1 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.

## **3.0 AMENDING THE AGREEMENT**

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

## **4.0 ACKNOWLEDGEMENT**

4.1 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) Her Majesty the Queen 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.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Tourism, Culture and Sport**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Zenia Wadhvani  
Executive Director, Ontario150 Secretariat

**THE CORPORATION OF THE CITY OF LONDON**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Catharine Saunders, Clerk

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Brown, Mayor

I have authority to bind the Recipient.

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

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**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 referred to in section A9.1 and as specified in Schedule "B".

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

**"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 A14.1.

**"Expiry Date"** means the date on which the Agreement will expire and is the date provided for 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 provided for 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 14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A14.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

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

**“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 authority 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 this 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 A12.0, Article A13.0, or Article A14.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 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.

**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 as the Province may request pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) 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 the Recipient provides to the Province pursuant to section A7.1; and
- (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 A13.1.

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

- (a) carry out the Project;
- (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 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:

- (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.

**A4.6 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

**A4.7 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 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 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 provided for in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 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.

**A6.3 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.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A18.1, all Reports in accordance with the timelines and content requirements provided for 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 A18.1, 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.

**A7.2 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.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's 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, any authorized representative, or any 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 A7.2;
- (b) remove any copies made pursuant to section A7.3(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.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 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.

**A7.6 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).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 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.

## **A9.0 FURTHER CONDITIONS**

**A9.1 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.

## **A10.0 INDEMNITY**

**A10.1 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 Indemnified Parties.

**A10.2 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.

**A10.3 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 the 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.

**A10.4 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 the 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.

**A10.5 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

## **A11.0 INSURANCE**

**A11.1 Recipient's 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 provided for 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.

**A11.2 Proof of Insurance. The Recipient will:**

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A11.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A12.0 TERMINATION ON NOTICE**

**A12.1 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.

**A12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A12.1, 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 the Recipient owes pursuant to section A12.2(b); and
  - (ii) subject to section A4.7, provide Funds to the Recipient to cover such costs.

## **A13.0 TERMINATION WHERE NO APPROPRIATION**

**A13.1 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.

**A13.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A13.1, 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 A13.2(b).

**A13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A13.2(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.

#### **A14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A14.1 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 A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(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.

**A14.2 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.

**A14.3 Opportunity to Remedy.** If, in accordance with section A14.2(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.

**A14.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2(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 A14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A14.5 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

## **A15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A14.0, 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.

## **A16.0 FUNDS UPON EXPIRY**

**A16.1 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.

## **A17.0 REPAYMENT**

**A17.1 Repayment 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 an amount equal to the excess Funds to the Province.

**A17.2 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.

**A17.3 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.

**A17.4 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 as provided for in Schedule “B”.

**A17.5 Fails 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.

## **A18.0 NOTICE**

**A18.1 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 provided for Schedule “B”, or as either Party later designates to the other by Notice.

**A18.2 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.

**A18.3 Postal Disruption.** Despite section A18.2(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 fax.

## **A19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A19.1 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.

## **A20.0 SEVERABILITY OF PROVISIONS**

**A20.1 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.

## **A21.0 WAIVER**

**A21.1 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 A18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A22.0 INDEPENDENT PARTIES**

**A22.1 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.

## **A23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A23.2 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.

## **A24.0 GOVERNING LAW**

**A24.1 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.

## **A25.0 FURTHER ASSURANCES**

**A25.1 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.

## **A26.0 JOINT AND SEVERAL LIABILITY**

**A26.1 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.

## **A27.0 RIGHTS AND REMEDIES CUMULATIVE**

**A27.1 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.

## **A28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A28.1 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 one of Her 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.

## **A29.0 SURVIVAL**

**A29.1 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, Article 3.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A10.0, sections A12.2, sections A13.2, A13.3, sections A14.1, A14.2(d), (e), (f), (g) and (h), Article A16.0, Article A17.0, Article A18.0, Article A20.0, section A23.2, Article A24.0, Article A26.0, Article A27.0, Article A28.0 and Article A29.0.

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

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

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<b>Maximum Funds</b>	\$55,000
<b>Expiry Date</b>	March 31, 2018
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1,000
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	Name: Ministry of Tourism, Culture and Sport Address: 659 Exeter Road London, ON N6E 1L3 Attention: Jo-Ann Hutchison Email: <a href="mailto:jo-ann.hutchison@ontario.ca">jo-ann.hutchison@ontario.ca</a> Tel : 519-873-4519
<b>Contact information for the purposes of Notice to the Recipient</b>	Name: The Corporation of the City of London Address: 300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9 Attention: Kate Graham Email: <a href="mailto:kgraham@london.ca">kgraham@london.ca</a> Tel : 519-661-2500, x 5879
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	Name: The Corporation of the City of London Address: 300 Dufferin Avenue, PO Box 5035 London, ON N6A 4L9 Attention: Doug Drummond Email: <a href="mailto:ddrummon@london.ca">ddrummon@london.ca</a> Tel : 519-661-2500 x 7215

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT DESCRIPTION**

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### **BACKGROUND**

The Province will provide Maximum Funds of up to \$55,000 to the Recipient to support the “Targeted Youth Leadership Program”, to be held in London.

### **PROJECT OBJECTIVE**

This project will develop and pilot the “Targeted Youth Leadership Program” that will build leadership skills and provide relevant hands-on experiences and certifications for 60 newcomer youth in London who experience barriers to involvement in leadership programs.

### **PROJECT SCOPE**

The “Targeted Leadership Program” aims to build the necessary skills and provide relevant work experiences to newcomers to London since many of them face barriers to becoming involved in leadership programs.

This program will be developed and implemented collaboratively by the City of London, Boys’ and Girls’ Club of London, YMCA of Southwestern Ontario with participant referrals from community partners such as the London Cross Cultural Learner Centre, LUSO Community Services and the South London Neighbourhood Resource Centre.

The purpose of this program is to better prepare young people in applying for future jobs and to help guide them to opportunities for employment that are available. It will also help young people to become more engaged in the community and to enhance learning about the ways in which young people can contribute to their community.

The program will involve three main elements of classroom curriculum, hands on leadership experience and networking opportunities and completion of certifications as outlined below:

1. The curriculum component will cover basic leadership concepts and other employable skills. This section will be conducted in a classroom setting and the content will be developed by combining the best practices across leadership programs being provided by each partner organizations to build an enhanced leadership program based on shared learnings.
2. The experiential and networking component will involve young people in leading recreation activities. In addition, young people will be supported to complete a project over the course of the program (for example planning a community event).

3. The final component will provide young people with an opportunity to complete certifications such as First Aid and CPR, High Five, and Safe Food Handling at no cost. These certifications will help young people participating in this program to be more successful with seeking employment opportunities - particularly in recreation.

## **TIMELINES**

Targeted Youth Leadership Program will run from January 9, 2017 to December 20, 2017.

## SCHEDULE "D"

### BUDGET

The Ministry of Tourism, Culture and Sport will provide Maximum Funds of \$55,000 to the Recipient to carry out "Targeted Youth Leadership Program". These Funds may be used to support the Project funded expenses detailed in the following table.

Maximum Funds will not exceed 75% of Project's eligible costs as indicated in the table below.

### PROJECT EXPENSES

ITEM	ITEM EXPENSE	FUNDED AMOUNT
<b>ELIGIBLE EXPENSES</b>		
Project Coordinator	\$ 36,680	\$ 26,120
Program Instructors	\$ 1,600	\$ 1,600
Benefits	\$ 5,282	\$ -
High Five Certification Course	\$ 4,200	\$ 4,200
First Aid & CPR Certification	\$ 7,200	\$ 7,200
Safe Food Handling Certification	\$ 2,880	\$ 2,880
Transportation to Program	\$ 6,000	\$ 6,000
Program Materials and Supplies	\$ 6,000	\$ 6,000
Technological Support (phone, lap top, etc.)	\$ 1,000	\$ 1,000
Facility Space (Partners) for Programs & Meetings	\$ 3,000	\$ -
Coordinator Office Space (Partner Provided)	\$ 3,600	\$ -
<b>TOTAL</b>	<b>\$ 77,442</b>	<b>\$ 55,000</b>

#### **Ineligible Project Expenses include:**

- Contributions to funding drives or campaigns,
- Activities completed or costs incurred prior to application approval.
- Core administrative and overhead costs, such as rent, telephone and communication lines/services, computers, utilities, maintenance costs and any operational expenses related to an organization's ongoing activities.
- Budget deficits.
- Permanent staff salaries.
- Capital costs related to permanent structures (e.g., materials, labour, vehicles, land acquisition, purchase of equipment for project construction, computers, etc.)
- Refundable Harmonized Sales Tax or other refundable expenses (e.g., security deposits, etc.).

**SCHEDULE "E"**  
**PAYMENT PLAN**

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The Province will provide Maximum Funds to the Recipient in installments as outlined in the table following.

<b>PAYMENT DATE OR MILESTONE</b>	<b>AMOUNT</b>
Upon execution of this Agreement by both parties	\$49,500
Upon submission of the Project Final Report by January 31, 2018 and approval by the Province	\$5,500

**SCHEDULE "F"  
REPORTS**

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<b>Name of Report</b>	<b>Due Date</b>
Project Final Report	January 31, 2018

***Report Details***

**The Project Final Report will include the following items:**

- (a) Particulars of how the Communications Protocol has been implemented or applied;
- (b) Copies of the following materials:
  - A summary of all invoices for costs associated with your Project as laid out in Schedule "D" of this Agreement.
  - A description of all Government of Ontario acknowledgements, including all materials that identify and describe your Project.
  - Reports and publications produced as part of your Project, including media summaries, economic impact studies, and visitor surveys;
- (c) a Board-endorsed or Treasurer-certified financial statement which accounts for total Project cash operating expenses and Project revenues and expenditures;
- (d) a representation letter from the Recipient's Chief Financial Officer or most senior official confirming that Funds were used only for eligible Project expenses;
- (e) Reporting on the following ministry-provided performance metrics:
  - # of new youth participants
  - # of diverse youth engaged, including indigenous, francophone, ethno cultural, LGBTQ, low-income, and rural communities, and persons with disabilities
  - # of individual participation opportunities (each time activity is undertaken, (e.g., 12 persons in a 10 week program once per week counts as 120 participation opportunities)
  - # of new partnerships developed within sectors and directly involved in the project
  - # of new cross-sectoral partnerships developed and directly involved in the project
  - # of new strategies, plans and resources developed and implemented which will increase youth benefits

- (f) Reporting on the following applicant-provided performance metrics:
- # of participants completing entire program
  - # of partners indicating successful participation
  - # of partners indicating willingness to participate in future programs
  - # of participants completing High Five Training
  - # of participants completing First Aid and CPR Training
  - # of participants completing Safe Food Handling Program
  - # of participants who indicate improved confidence in their leadership abilities
  - # of participants who have intention to apply for employment with partner organizations
  - # of participants who apply for positions with partner organizations
  - # of participants who receive interviews with partner organizations
  - # of participants who are hired by a partner organization
- (g) any other details that may be requested by the Province.

## **SCHEDULE “G” COMMUNICATIONS PROTOCOL**

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### **DEFINITIONS**

For the purpose of the communications protocol set out in this schedule:

“Public communications” includes all material that is communicated to the public, either directly or through the media and addresses communications activities such as:

- Advertising creative costs.
- Media relations and communications including broadcast, print, electronic, web, and social media
- Stakeholder and Community relations, including public information and stakeholder consultation
- Marketing, advertising and promotions
- Public relations, including speaking engagements and events
- Public inquiry and correspondence
- Visual Identity and branding

A “contentious issue” means a matter that may reasonably be expected to be of concern to the Legislative Assembly or the public, and could result in inquiries directed to a minister or government. They may be raised by:

- Visual Identity and branding
- Members of Provincial Parliament
- The public
- Media
- Stakeholders
- Service delivery partners

### **ACKNOWLEDGEMENT OF SUPPORT**

The Recipient must publicly acknowledge the support of the Province in a form and manner as directed by the Province, and without limiting the foregoing, the Recipient shall in a form and manner as approved by the Province:

- (a) Acknowledge the Province and Ontario<sup>150</sup> in all public communication materials in both English and French;
- (b) Provide an opportunity for Ontario representatives to speak at key program events supported by provincial funding (e.g. Minister(s) or designates);

(c) Acknowledge the Province and Ontario150 in media interviews and announcements; and

(d) Acknowledge the Province and Ontario150 upon completion of the Project.

## **VISIBILITY**

The Recipient shall acknowledge the Province's support by incorporating Ontario150 logos prominently into the Recipient's communications, marketing and promotional materials and activities in accordance with the Ontario150 branding tool-kit and guidelines. The acknowledgement of the Province's support will be given prominence that is comparable with the acknowledgment provided to other Project funders (i.e. on par with federal, provincial or municipal government funders).

## **PRINCIPLES**

The Recipient will make the Province aware of contentious issues and vice versa.

The Recipient will share relevant communications material with the Province in advance in order to fact check and/or approve where requested by the Province. The Recipient must provide the Province with at least two weeks' notice prior to any public announcement related to the Project.