



NIAGARA REGIONAL POLICE SERVICE

Police Services Board Report

PUBLIC AGENDA

Subject: 2025 Budget – Service Partnership Funding Model
Report To: Chair and Members, Niagara Police Services Board
Report Date: 2025-06-02

Recommendation(s)

- 1. That the Niagara Police Service Board (Board) approve the enclosed Funding Agreements to be sent to Crime Stoppers of Niagara (Crime Stoppers), Kristen French Child Advocacy Centre (KFCAC), Victim Services Niagara (VSN) and Niagara Safety Village (Safety Village)**
- 2. That the Board authorize Service Counsel to make minor adjustments to the agreements, as may be necessary, in consultation with Board Counsel.**

Key Facts

- At the public meeting held October 31, 2024, the Board considered and approved the recommended Service Partnership Funding Model to officiate continued funding support from the Niagara Regional Police Service (NRPS) operating budget to four partnership agencies: Crime Stoppers, KFCAC, VSN, and Safety Village.
- The Board approved partnership funding for Crime Stoppers, KFCAC and VSN for a 3-year term, and approved Safety Village for a 2-year term.
- The Board directed that the Chief of Police prepare Memorandum of Understandings (MOU's) to support the funding partnerships with these four agencies.
- Funding agreements have been prepared that include those funding terms and amounts approved at the October 31, 2024, public meeting.

Financial Considerations

There are no additional financial considerations directly attributed to the approval of this report as the funding for the partner agencies was approved as part of the 2025 operating budget on October 31, 2024.

Analysis

At the July 25, 2024 meeting, the Board approved the Service's recommendation to implement a funding model framework that required each agency to apply for funding through an application process. A Service committee was formed to review and score applications against a matrix that was established and weighted towards alignment of

applications to the Service's mandate under the *Community Safety and Policing Act, 2019* (CSPA).

The four partners outlined in this report were recommended for continued funding with the recommendation that the funding model framework be further formalized by the creation of an MOU to outline the respective responsibilities of the parties. The enclosed funding agreements have been prepared for Board approval as form and contents to be used in furtherance of the continued formalization of this funding model.

Once the funding agreements are approved, they will be provided to the partner agencies for agreement and returned to the Board for maintenance.

Alternatives Reviewed

Not Applicable.

Relationship to Police Service/Board Strategic Priorities

The continued development of a funding model framework with formalized accountabilities and transparency, is consistent with the efforts to balance the information requirements of the Region and the Municipal Act within the budget preparation process, and the accountabilities of the Board under the CSPA.

Relevant Policy Considerations

- Municipal Act
- Community Safety and Policing Act 2019
- 2022-2025 Strategic Plan

Other Pertinent Reports

9.3–2024.10.31 Budget – Service Partnership Funding Model

This report was prepared by Vita Gauley, General Counsel, in consultation with Laura Rullo, Director Finance and Asset Management and recommended by Bill Fordy, Chief of Police.



Submitted by:

Bill Fordy, O.O.M. #5835
Chief of Police

Appendices

Appendix A - Crime Stoppers of Niagara Funding Agreement
Appendix B - Kristen French Child Advocacy Centre Funding Agreement
Appendix C - Victim Services Niagara Funding Agreement
Appendix D - Niagara Safety Village Funding Agreement

APPENDIX A
FUNDING AGREEMENT

THE AGREEMENT is effective as of the **FIRST day of MONTH, 202X**

B E T W E E N :

Crime Stoppers of Niagara

(the “**Partner**”)

- and -

Niagara Regional Police Service Board

(the “**NRPSB**”)

BACKGROUND

- A. The Niagara Regional Police Service Board (“NRPSB”) has approved funding for certain community partners, including the Partner, to provide multi year funding from the NRPSB to the Partner for the express purpose of carrying out programs aligned with the NRPSB’s strategic plan and the Niagara Regional Police Service (“NRPS”) mandate;
- B. The Partner provides programs inline with the NRPSB Strategic Plan and NRPS mandate, has applied for funding under the funding framework created by the NRPSB and NRPS and been selected for funding as outlined herein;.
- C. The NRPSB wishes to provide funds to the Partner for the programs and duration as outlined herein.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Program Specific Information and Additional Provisions
- Schedule “C” - Program Description
- Schedule “D” - Budget
- Schedule “E” - Payment Plan;
- Schedule “F” - Reporting Requirements; and

any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 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 Partner acknowledges that:

- (a) The NRPSB is subject to reporting, funding and procurement directives and guidelines pursuant to the *Community Safety and Policing Act 2019*, and the *Municipal Act, 2001*
- (b) the Funds are to assist the Partner to carry out the Program(s);
- (c) the NRPS is not responsible for carrying out the Program unless specifically tasked within this Funding Agreement; and
- (d) the NRPS and NRPSB are bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the NRPS or NRPSB in connection with the Program(s) or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

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

**NIAGARA REGIONAL POLICE SERVICE BOARD
(NRPSB)**

Date

Chair Pat Chiocchio

**Crime Stoppers of Niagara
(Partner)**

Date

[name]
[position]

I/ We have authority to bind the Partner

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

“Agreement” means this agreement entered into between the Partner and the NRPSB, 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 NRPSB 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 A10.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on January 1 2025 and ending on December 31 2025; and
- (b) in the case of the second Funding Year, the period commencing on January 1 2026 and ending on December 31 2026; and

- (c) in the case of the third Funding Year, the period commencing on January 1 2027 and ending on December 31 2027.

“Funds/Funding” means the money the NRPSB provides to the Partner pursuant to this Agreement.

“Indemnified Parties” means the NRPSB, the NRPS inclusive of its agents, members, and employees.

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

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Partner is required to remedy an Event of Default pursuant to section A10.3(b), and includes any such period or periods of time by which the NRPSB extends that time in accordance with section A10.4.

“Parties” means the NRPSB, NRPS and the Partner.

“Party” means either the NRPSB, NRPS and the Partner.

“Program(s)” means the undertaking described in Schedule “C”.

“Report” means the report described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Partner 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 Program(s);
- (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 Program(s), the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Partner provided to the NRPSB or NRPS in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Partner provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Partner 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 Partner represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Partner's ongoing effective functioning;
- (b) decision-making mechanisms for the Partner;
- (c) procedures to enable the Partner to manage Funds prudently and effectively;
- (d) procedures to enable the Partner to complete the Program(s) successfully;
- (e) procedures to enable the Partner to identify risks to the completion of the Program(s) and strategies to address the identified risks, all in a timely manner;
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0; and
- (g) procedures to enable the Partner to address such other matters as the Partner considers necessary to enable the Partner to carry out its obligations under the Agreement.

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

A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on January 1 2025 and will expire on the Expiry Date unless terminated earlier pursuant to Article A9.0 or Article A10.0.

A4.0 **FUNDS AND CARRYING OUT THE PROGRAM**

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

- (a) provide the Partner up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Partner in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Partner provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Partner.

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

- (a) the NRPSB is not obligated to provide any Funds to the Partner until the

Partner provides the certificates of insurance or other proof as the NRPSB may request pursuant to section A8.2;

- (b) the NRPSB is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the NRPSB may adjust the amount of Funds it provides to the Partner in any Funding Year based upon the NRPSB's assessment of the information the Partner provides to the NRPSB pursuant to section A6.1; or
- (d) if, pursuant to the *Municipal Act, 2019*, the NRPSB does not receive the necessary funding the Regional Municipality of Niagara for payment under the Agreement, the NRPSB is not obligated to make any such payment, and, as a consequence, the NRPSB may:
 - (i) reduce the amount of Funds and, in consultation with the Partner, change the Program; or
 - (ii) terminate the Agreement pursuant to section A9.1.

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

- (a) carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (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.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Partner will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

A5.2 Conflict of Interest Includes. For the purposes of Article A5.0, a conflict of interest includes any circumstances where:

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

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

A5.3 Disclosure to NRPSB. The Partner will:

- (a) disclose to the NRPSB, 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 NRPSB may prescribe as a result of the disclosure.

A6.0 REPORTS, ACCOUNTING, AND REVIEW

A6.1 Preparation and Submission. The Partner will:

- (a) submit to the NRPSB at the address referred to in section A14.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the NRPSB from time to time;
- (b) submit to the NRPSB at the address referred to in section A14.1, any other reports as may be requested by the NRPSB in accordance with the timelines and content requirements specified by the NRPSB;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the NRPSB; and
- (d) ensure that all Reports and other reports are signed on behalf of the Partner by an authorized signing officer.

A6.2 Record Maintenance. The Partner will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program(s) 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 Program(s).

A7.0 INDEMNITY

A7.1 Indemnification. The Partner will 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 Partner's participation in the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A8.0 INSURANCE

A8.1 Partner's Insurance. The Partner represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance that a prudent charitable or not for profit organization 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 insurance policy will include the following:

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

A8.2 Proof of Insurance. The Partner will:

- (a) upon request of the NRPSB, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A8.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A8.1.

A9.0 TERMINATION ON NOTICE

A9.1 Termination on Notice. The NRPSB may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days’ Notice to the Partner.

A9.2 Consequences of Termination on Notice by the NRPSB. If the NRPSB terminates the Agreement pursuant to section A9.1, the NRPSB may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Partner the payment of any Funds remaining in the possession or under the control of the Partner; and
- (c) determine the reasonable costs for the Partner to wind down the Program(s), and do either or both of the following:
 - (i) permit the Partner to offset such costs against the amount the Partner owes pursuant to section A9.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Partner to cover such costs.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the NRPSB, the Partner 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 Program;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested pursuant to section A6.1(b);
- (b) the Partner's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the NRPSB provides the Funds;
- (c) the Partner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Partner bankrupt, or applies for the appointment of a receiver; or
- (d) the Partner ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the NRPSB may, at any time, take one or more of the following actions:

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

A10.3 Opportunity to Remedy. If, in accordance with section A10.2(b), the NRPSB provides the Partner with an opportunity to remedy the Event of Default, the NRPSB will give Notice to the Partner of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A10.4 **Partner not Remediating.** If the NRPSB provided the Partner with an opportunity to remedy the Event of Default pursuant to section A10.2(b), and:

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

the NRPSB may extend the Notice Period, or initiate any one or more of the actions provided for in sections A10.2(a), (c), (d), (e), (f), (g), (h), and (i).

A10.5 **When Termination Effective.** Termination under Article A10.0 will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the NRPSB under Article A13.0, if the Partner has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the NRPSB may take one or both of the following actions:

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

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Partner will, upon expiry of the Agreement, pay to the NRPSB any Funds remaining in its possession or under its control.

A13.0 DEBT DUE AND PAYMENT

A13.1 **Payment of Overpayment.** If at any time the NRPSB provides Funds in excess of the amount to which the Partner is entitled under the Agreement, the NRPSB may:

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

A13.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the NRPSB demands from the Partner the payment of any Funds or an amount equal to any Funds; or

- (b) the Partner owes any Funds or an amount equal to any Funds to the NRPSB, whether or not the NRPSB has demanded their payment,

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

A13.3 Interest Rate. The NRPSB may charge the Partner interest on any money owing by the Partner at the then current interest rate charged by the Regional Municipality of Niagara on accounts receivable.

A13.4 Payment of Money to NRPSB. The Partner will pay any money owing to the NRPSB by cheque payable to the “Niagara Regional Police Service Board” and delivered to the NRPSB as provided for in Schedule “B”.

A14.0 NOTICE

A14.1 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 NRPSB and the Partner respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A14.2 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.

A14.3 Postal Disruption. Despite section A14.2(a), in the event of a postal disruption:

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

A15.0 CONSENT BY NRPSB AND COMPLIANCE BY PARTNER

A15.1 Consent. When the NRPSB provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Partner will comply with such terms and conditions.

A16.0 SEVERABILITY OF PROVISIONS

A16.1 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.

A17.0 WAIVER

A17.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A14.0, ask the other Party to waive an obligation under the Agreement.

A17.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A17.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A18.0 INDEPENDENT PARTIES

A18.1 **Parties Independent.** The Partner is not an agent, joint venturer, partner, or employee of the NRPSB, and the Partner 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.

A19.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A19.1 **No Assignment.** The Partner will not, without the prior written consent of the NRPSB, assign any of its rights or obligations under the Agreement.

A19.2 **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.

A20.0 GOVERNING LAW

A20.1 **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.

A21.0 FURTHER ASSURANCES

A21.1 **Agreement into Effect.** The Partner will provide such further assurances as the NRPSB 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.

A22.0 JOINT AND SEVERAL LIABILITY

A22.1 **Joint and Several Liability.** Where the Partner is comprised of more than one entity, all such entities will be jointly and severally liable to the NRPSB for the fulfillment of the obligations of the Partner under the Agreement.

A23.0 RIGHTS AND REMEDIES CUMULATIVE

A23.1 **Rights and Remedies Cumulative.** The rights and remedies of the NRPSB 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.

A24.0 SURVIVAL

A24.1 **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, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A6.1 (to the extent that the Partner has not provided the Reports or other reports as may have been requested to the satisfaction of the NRPSB), sections A6.2, A6.3, A6.4, A6.5, A6.6, Article A7.0, Article A8.0, section A8.2, sections A9.2, A19.3, sections A10.1, A10.2(d), (e), (f), (g) and (h), Article A13.0, Article A14.0, Article A16.0, section A17.0, Article A18.0, Article A19.0, Article A20.0, Article A22.0 and Article A23.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$150,000
Expiry Date	December 31, 2027
Insurance	\$ 1,000,000
Contact information for the purposes of Notice to the NRPS	<p>[Laura Rullo] [Director Finance and Asset Management] Niagara Regional Police Service 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: laura.rullo@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1008897</p>
Contact information for the purposes of Notice to the NRPSB	<p>Deb Reid Executive Director Niagara Regional Police Service Board 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: deb.reid@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1006022</p>
Contact information for the purposes of Notice to the Partner	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>
Contact information for the senior financial person in the Partner organization (e.g., CFO, CAO) – to respond as required to requests from the NRPSB related to the Agreement	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>

Additional Provisions: (None)

SCHEDULE "C"

PROGRAM DESCRIPTION

NIAGARA CRIME STOPPERS

C.1 Niagara Crime Stoppers

Crime Stoppers of Niagara is a non-profit organization that partners with the community, law enforcement, and the media to provide an anonymous platform for citizens to report information about crimes. The program offers rewards for tips that lead to arrests or solve cases, helping to enhance public safety in the Niagara Region. It relies on community involvement and support to operate effectively, encouraging individuals to play an active role in crime prevention while ensuring their anonymity.

C.2 Crime Stoppers of Niagara's Programs Supporting the Mandate of Police and Community Safety

1. Tip-Line Program:

Crime Stoppers of Niagara's core program, the anonymous tip-line, directly supports the Niagara Regional Police Services by providing a secure and confidential platform for citizens to report information about crimes. This program encourages community members to share valuable information without fear of retribution, leading to increased arrests, case resolutions, and enhanced public safety. The anonymity and reward structure foster community participation, empowering residents to take an active role in crime prevention.

2. "Be Aware...Take Care: A Safety Guide for Our Community" Presentation:

In partnership with the Niagara Elder Abuse Prevention Network, Crime Stoppers of Niagara co-hosts the "Be Aware...Take Care" presentation, which educates the public on recognizing and preventing frauds, scams, and elder abuse. This program aligns with the police mandate by equipping the community, particularly older adults, with the knowledge and tools to protect themselves both online and offline. The accompanying safety guide booklet, distributed free to attendees, provides additional resources, including a list of contacts for agencies that support older adults, further strengthening community safety.

3. Elder Abuse Awareness Campaign:

Crime Stoppers of Niagara is committed to raising awareness about elder abuse, a critical issue in our community. Through educational campaigns and collaboration with law enforcement and community organizations, we aim to protect vulnerable older adults and ensure they have access to the resources and support they need. This initiative directly supports police efforts to safeguard this at-risk population.

4. Human Trafficking Awareness Program:

Recognizing the growing concern of human trafficking in our region, Crime Stoppers of Niagara has developed an awareness program to educate the public about the signs of human trafficking and how to report suspicious activities. This program supports the police mandate by helping to identify and rescue victims, disrupt trafficking operations, and bring perpetrators to justice.

SCHEDULE "D"

BUDGET

**2025/2026/2027 NIAGARA REGIONAL POLICE SERVICE BOARD PARTNERSHIP FUNDING
TO:**

Crime Stoppers of Niagara

Crime Stoppers of Niagara	Funding 2025	Funding 2026	Funding 2027
Program Funding	\$50,000	\$50,000	\$50,000
Additional Resources	1 FT Constable Coordinator	1 FT Constable Coordinator	1 FT Constable Coordinator

SCHEDULE "E"

PAYMENT PLAN

Attached to and forming part of the Agreement between the **Niagara Regional Police Service** and **Crime Stoppers of Niagara** Effective January 1 2025:

1. PAYMENT SCHEDULE

- a) The Maximum Funds provided by the NRPSB up to the amount of **\$150,000** will be released to the Partner once the Agreement is signed.
- b) The Partner shall receive an annual funding allotment of \$50,000.00 for three funding years, 2025, 2026 and 2027.
- c) Funding shall be allocated to the Partner within each funding year as follows:
 - i) First installment: JANUARY 1 45%
 - ii) Second installment: JULY 1 45%
 - iii) Final installment: FINAL REPORT 10%
- d) The Funds provided by the NRPSB are for the purposes of contribution to the Partner for the Partner's actual expenditures for the delivery of the Programs items identified in Schedule C.

SCHEDULE "F"

REPORTING

The Partner shall provide the NRPSB with the following report(s) for the term of this Agreement.

F.1 REPORTS

The Partner shall provide the **NRPS Director Finance and Asset Management** with:

- a) An annual report that shall be deemed the Final Report Submission for release of the final funding installment of the funding year in the form set out below and shall be provided not later than December 31 of the funding year.
- b) The Partner may be required to provide such further or additional information as the NRPSB, acting reasonably, deems appropriate in approving the continued partnership funding to the Partner.
- c) Approval of the reports is at the sole discretion of the NRPSB.

[FORM]

APPENDIX B
FUNDING AGREEMENT

THE AGREEMENT is effective as of the **FIRST day of MONTH, 202X**

B E T W E E N :

Kristen French Child Advocacy Centre

(the “**Partner**”)

- and -

Niagara Regional Police Service Board

(the “**NRPSB**”)

BACKGROUND

- A. The Niagara Regional Police Service Board (“NRPSB”) has approved funding for certain community partners, including the Partner, to provide multi year funding from the NRPSB to the Partner for the express purpose of carrying out programs aligned with the NRPSB’s strategic plan and the Niagara Regional Police Service (“NRPS”) mandate;
- B. The Partner provides programs inline with the NRPSB Strategic Plan and NRPS mandate, has applied for funding under the funding framework created by the NRPSB and NRPS and been selected for funding as outlined herein;.
- C. The NRPSB wishes to provide funds to the Partner for the programs and duration as outlined herein.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Program Specific Information and Additional Provisions
- Schedule “C” - Program Description
- Schedule “D” - Budget
- Schedule “E” - Payment Plan;
- Schedule “F” - Reporting Requirements; and

any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 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 Partner acknowledges that:

- (a) The NRPSB is subject to reporting, funding and procurement directives and guidelines pursuant to the *Community Safety and Policing Act 2019*, and the *Municipal Act, 2001*
- (b) the Funds are to assist the Partner to carry out the Program(s);
- (c) the NRPS is not responsible for carrying out the Program unless specifically tasked within this Funding Agreement; and
- (d) the NRPS and NRPSB are bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the NRPS or NRPSB in connection with the Program(s) or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

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

**NIAGARA REGIONAL POLICE SERVICE BOARD
(NRPSB)**

Date

Chair Pat Chiocchio

**Kristen French Child Advocacy Centre
(Partner)**

Date

[name]
[position]

I/ We have authority to bind the Partner

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

“Agreement” means this agreement entered into between the Partner and the NRPSB, 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 NRPSB 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 A10.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on January 1 2025 and ending on December 31 2025; and
- (b) in the case of the second Funding Year, the period commencing on January 1 2026 and ending on December 31 2026; and

- (c) in the case of the third Funding Year, the period commencing on January 1 2027 and ending on December 31 2027.

“Funds/Funding” means the money the NRPSB provides to the Partner pursuant to this Agreement.

“Indemnified Parties” means the NRPSB, the NRPS inclusive of its agents, members, and employees.

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

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Partner is required to remedy an Event of Default pursuant to section A10.3(b), and includes any such period or periods of time by which the NRPSB extends that time in accordance with section A10.4.

“Parties” means the NRPSB, NRPS and the Partner.

“Party” means either the NRPSB, NRPS and the Partner.

“Program(s)” means the undertaking described in Schedule “C”.

“Report” means the report described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Partner 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 Program(s);
- (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 Program(s), the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Partner provided to the NRPSB or NRPS in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Partner provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Partner 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 Partner represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Partner's ongoing effective functioning;
- (b) decision-making mechanisms for the Partner;
- (c) procedures to enable the Partner to manage Funds prudently and effectively;
- (d) procedures to enable the Partner to complete the Program(s) successfully;
- (e) procedures to enable the Partner to identify risks to the completion of the Program(s) and strategies to address the identified risks, all in a timely manner;
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0; and
- (g) procedures to enable the Partner to address such other matters as the Partner considers necessary to enable the Partner to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on January 1 2025 and will expire on the Expiry Date unless terminated earlier pursuant to Article A9.0 or Article A10.0.

A4.0 FUNDS AND CARRYING OUT THE PROGRAM

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

- (a) provide the Partner up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Partner in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Partner provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Partner.

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

- (a) the NRPSB is not obligated to provide any Funds to the Partner until the

Partner provides the certificates of insurance or other proof as the NRPSB may request pursuant to section A8.2;

- (b) the NRPSB is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the NRPSB may adjust the amount of Funds it provides to the Partner in any Funding Year based upon the NRPSB's assessment of the information the Partner provides to the NRPSB pursuant to section A6.1; or
- (d) if, pursuant to the *Municipal Act, 2019*, the NRPSB does not receive the necessary funding the Regional Municipality of Niagara for payment under the Agreement, the NRPSB is not obligated to make any such payment, and, as a consequence, the NRPSB may:
 - (i) reduce the amount of Funds and, in consultation with the Partner, change the Program; or
 - (ii) terminate the Agreement pursuant to section A9.1.

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

- (a) carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (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.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Partner will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

A5.2 Conflict of Interest Includes. For the purposes of Article A5.0, a conflict of interest includes any circumstances where:

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

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

A5.3 Disclosure to NRPSB. The Partner will:

- (a) disclose to the NRPSB, 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 NRPSB may prescribe as a result of the disclosure.

A6.0 REPORTS, ACCOUNTING, AND REVIEW

A6.1 Preparation and Submission. The Partner will:

- (a) submit to the NRPSB at the address referred to in section A14.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the NRPSB from time to time;
- (b) submit to the NRPSB at the address referred to in section A14.1, any other reports as may be requested by the NRPSB in accordance with the timelines and content requirements specified by the NRPSB;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the NRPSB; and
- (d) ensure that all Reports and other reports are signed on behalf of the Partner by an authorized signing officer.

A6.2 Record Maintenance. The Partner will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program(s) 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 Program(s).

A7.0 INDEMNITY

A7.1 Indemnification. The Partner will 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 Partner's participation in the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A8.0 INSURANCE

A8.1 Partner's Insurance. The Partner represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance that a prudent charitable or not for profit organization 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 insurance policy will include the following:

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

A8.2 Proof of Insurance. The Partner will:

- (a) upon request of the NRPSB, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A8.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A8.1.

A9.0 TERMINATION ON NOTICE

A9.1 Termination on Notice. The NRPSB may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days’ Notice to the Partner.

A9.2 Consequences of Termination on Notice by the NRPSB. If the NRPSB terminates the Agreement pursuant to section A9.1, the NRPSB may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Partner the payment of any Funds remaining in the possession or under the control of the Partner; and
- (c) determine the reasonable costs for the Partner to wind down the Program(s), and do either or both of the following:
 - (i) permit the Partner to offset such costs against the amount the Partner owes pursuant to section A9.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Partner to cover such costs.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the NRPSB, the Partner 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 Program;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested pursuant to section A6.1(b);
- (b) the Partner's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the NRPSB provides the Funds;
- (c) the Partner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Partner bankrupt, or applies for the appointment of a receiver; or
- (d) the Partner ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the NRPSB may, at any time, take one or more of the following actions:

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

A10.3 Opportunity to Remedy. If, in accordance with section A10.2(b), the NRPSB provides the Partner with an opportunity to remedy the Event of Default, the NRPSB will give Notice to the Partner of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A10.4 **Partner not Remedying.** If the NRPSB provided the Partner with an opportunity to remedy the Event of Default pursuant to section A10.2(b), and:

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

the NRPSB may extend the Notice Period, or initiate any one or more of the actions provided for in sections A10.2(a), (c), (d), (e), (f), (g), (h), and (i).

A10.5 **When Termination Effective.** Termination under Article A10.0 will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the NRPSB under Article A13.0, if the Partner has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the NRPSB may take one or both of the following actions:

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

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Partner will, upon expiry of the Agreement, pay to the NRPSB any Funds remaining in its possession or under its control.

A13.0 DEBT DUE AND PAYMENT

A13.1 **Payment of Overpayment.** If at any time the NRPSB provides Funds in excess of the amount to which the Partner is entitled under the Agreement, the NRPSB may:

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

A13.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the NRPSB demands from the Partner the payment of any Funds or an amount equal to any Funds; or

- (b) the Partner owes any Funds or an amount equal to any Funds to the NRPSB, whether or not the NRPSB has demanded their payment,

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

A13.3 Interest Rate. The NRPSB may charge the Partner interest on any money owing by the Partner at the then current interest rate charged by the Regional Municipality of Niagara on accounts receivable.

A13.4 Payment of Money to NRPSB. The Partner will pay any money owing to the NRPSB by cheque payable to the “Niagara Regional Police Service Board” and delivered to the NRPSB as provided for in Schedule “B”.

A14.0 NOTICE

A14.1 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 NRPSB and the Partner respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A14.2 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.

A14.3 Postal Disruption. Despite section A14.2(a), in the event of a postal disruption:

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

A15.0 CONSENT BY NRPSB AND COMPLIANCE BY PARTNER

A15.1 Consent. When the NRPSB provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Partner will comply with such terms and conditions.

A16.0 SEVERABILITY OF PROVISIONS

A16.1 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.

A17.0 WAIVER

A17.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A14.0, ask the other Party to waive an obligation under the Agreement.

A17.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A17.1 will:

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A18.0 INDEPENDENT PARTIES

A18.1 **Parties Independent.** The Partner is not an agent, joint venturer, partner, or employee of the NRPSB, and the Partner 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.

A19.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A19.1 **No Assignment.** The Partner will not, without the prior written consent of the NRPSB, assign any of its rights or obligations under the Agreement.

A19.2 **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.

A20.0 GOVERNING LAW

A20.1 **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.

A21.0 FURTHER ASSURANCES

A21.1 **Agreement into Effect.** The Partner will provide such further assurances as the NRPSB 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.

A22.0 JOINT AND SEVERAL LIABILITY

A22.1 **Joint and Several Liability.** Where the Partner is comprised of more than one entity, all such entities will be jointly and severally liable to the NRPSB for the fulfillment of the obligations of the Partner under the Agreement.

A23.0 RIGHTS AND REMEDIES CUMULATIVE

A23.1 **Rights and Remedies Cumulative.** The rights and remedies of the NRPSB 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.

A24.0 SURVIVAL

A24.1 **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, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A6.1 (to the extent that the Partner has not provided the Reports or other reports as may have been requested to the satisfaction of the NRPSB), sections A6.2, A6.3, A6.4, A6.5, A6.6, Article A7.0, Article A8.0, section A8.2, sections A9.2, A19.3, sections A10.1, A10.2(d), (e), (f), (g) and (h), Article A13.0, Article A14.0, Article A16.0, section A17.0, Article A18.0, Article A19.0, Article A20.0, Article A22.0 and Article A23.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$312,500
Expiry Date	December 31, 2027
Insurance	\$ 1,000,000
Contact information for the purposes of Notice to the NRPS	<p>[Laura Rullo] [Director Finance and Asset Management] Niagara Regional Police Service 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: laura.rullo@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1008897</p>
Contact information for the purposes of Notice to the NRPSB	<p>Deb Reid Executive Director Niagara Regional Police Service Board 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: deb.reid@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1006022</p>
Contact information for the purposes of Notice to the Partner	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>
Contact information for the senior financial person in the Partner organization (e.g., CFO, CAO) – to respond as required to requests from the NRPSB related to the Agreement	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>

Additional Provisions: (None)

SCHEDULE “C”

PROGRAM DESCRIPTION

KRISTEN FRENCH CHILD ADVOCACY CENTRE

C.1 Kristen French Child Advocacy Centre

The Kristen French Child Advocacy Centre is a charitable, community supported organization serving Niagara's 12 municipalities helping children, youth and families cope with the life altering impact of physical or sexual abuse, neglect, or of being an unwilling witness to violence.

The Centre provides a child-focused and private environment, providing a safe and nonthreatening place for children and youth to disclose their experience of abuse to specially trained teams from the Niagara Regional Police (Service) and Family and Children's Services Niagara who respectively, investigate to determine criminal charges and protection needs.

In addition, the Centre offers a range of support services designed to help young victims heal, including one-on-one counselling, play therapy, and social support programs like art therapy and therapeutic yoga. In addition to direct support services, KFCAC operates Camp Acorn, Niagara's first and only trauma-informed day camp, and the 'Kids First Project,' an Education & Outreach service aimed at prevention that delivers no-cost presentations to school boards from kindergarten to grade 12, addressing a variety of critical issues including human trafficking, and internet safety.

C.2 Kristen French Child Advocacy Centre's Programs Supporting the Mandate of Police and Community Safety

1. Child Abuse Investigation Support (Victim Support):

KFCAC provides a child-focused, private environment where children and youth can safely disclose their experiences of abuse to specially trained teams from the Niagara Regional Police Service and Family and Children's Services Niagara. This collaboration ensures that investigations are conducted in a non-threatening environment, reducing the trauma for young victims and supporting the police in determining criminal charges. For investigations, the NRPS currently has access to dedicated private office space, an observation room, two interview rooms, use of common areas and two private waiting rooms.

2. One-on-One Counselling and Therapeutic Programs (Victim Support):

The Centre offers a range of therapeutic services, including individual counselling, play therapy, art therapy, and therapeutic yoga. These programs help young victims heal from the trauma of abuse, neglect, or witnessing violence, contributing to crime prevention by addressing the long-term effects of childhood trauma and reducing the likelihood of future victimization or criminal behaviour. All children and youth under 18 who come through an investigation can access these programs and services at no cost and without a wait list.

3. Education & Outreach (Crime Prevention):

The Kid's First Project delivers no-cost presentations to school boards from kindergarten to grade 12, focusing on prevention and education around issues such as human trafficking, and internet safety. In 2023, we delivered 580 presentations in 65 schools to 3,139 students in Niagara. By educating children and youth, the Kids First Project supports the police mandate of crime prevention and public safety. Though our social media presence, we reinforce these messages in efforts to prevent future occurrences.

SCHEDULE "D"

BUDGET

**2025/2026/2027 NIAGARA REGIONAL POLICE SERVICE BOARD PARTNERSHIP FUNDING
TO:**

Kristen French Child Advocacy Centre

Kristen French Child Advocacy Centre	Funding 2025	Funding 2026	Funding 2027
Program Funding	\$100,000	\$100,000	\$112,500

SCHEDULE “E”

PAYMENT PLAN

Attached to and forming part of the Agreement between the **Niagara Regional Police Service** and **Kristen French Child Advocacy Centre** Effective January 1 2025:

1. PAYMENT SCHEDULE

- a) The Maximum Funds provided by the NRPSB up to the amount of **\$312,500** will be released to the Partner once the Agreement is signed.
- b) The Partner shall receive an annual funding allotment of \$100,000.00 for two funding years, 2025 and 2026 and an annual funding allotment of \$112,500 for one funding year in 2027.
- c) Funding shall be allocated to the Partner within each funding year as follows:
 - i) First installment: JANUARY 1 45%
 - ii) Second installment: JULY 1 45%
 - iii) Final installment: FINAL REPORT 10%
- d) The Funds provided by the NRPSB are for the purposes of contribution to the Partner for the Partner’s actual expenditures for the delivery of the Programs items identified in Schedule C.

SCHEDULE "F"

REPORTING

The Partner shall provide the NRPSB with the following report(s) for the term of this Agreement.

F.1 REPORTS

The Partner shall provide the **NRPS Director Finance and Asset Management** with:

- a) An annual report that shall be deemed the Final Report Submission for release of the final funding installment of the funding year in the form set out below and shall be provided not later than December 31 of the funding year.
- b) The Partner may be required to provide such further or additional information as the NRPSB, acting reasonably, deems appropriate in approving the continued partnership funding to the Partner.
- c) Approval of the reports is at the sole discretion of the NRPSB.

[FORM]

APPENDIX C
FUNDING AGREEMENT

THE AGREEMENT is effective as of the **FIRST day of MONTH, 202X**

B E T W E E N :

Victim Services Niagara

(the “**Partner**”)

- and -

Niagara Regional Police Service Board

(the “**NRPSB**”)

BACKGROUND

- A. The Niagara Regional Police Service Board (“NRPSB”) has approved funding for certain community partners, including the Partner, to provide multi year funding from the NRPSB to the Partner for the express purpose of carrying out programs aligned with the NRPSB’s strategic plan and the Niagara Regional Police Service (“NRPS”) mandate;
- B. The Partner provides programs inline with the NRPSB Strategic Plan and NRPS mandate, has applied for funding under the funding framework created by the NRPSB and NRPS and been selected for funding as outlined herein;.
- C. The NRPSB wishes to provide funds to the Partner for the programs and duration as outlined herein.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Program Specific Information and Additional Provisions
- Schedule “C” - Program Description
- Schedule “D” - Budget
- Schedule “E” - Payment Plan;
- Schedule “F” - Reporting Requirements; and

any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 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 Partner acknowledges that:

- (a) The NRPSB is subject to reporting, funding and procurement directives and guidelines pursuant to the *Community Safety and Policing Act 2019*, and the *Municipal Act, 2001*
- (b) the Funds are to assist the Partner to carry out the Program(s);
- (c) the NRPS is not responsible for carrying out the Program unless specifically tasked within this Funding Agreement; and
- (d) the NRPS and NRPSB are bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the NRPS or NRPSB in connection with the Program(s) or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

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

**NIAGARA REGIONAL POLICE SERVICE BOARD
(NRPSB)**

Date

Chair Pat Chiocchio

**Victim Services Niagara
(Partner)**

Date

[name]
[position]

I/ We have authority to bind the Partner

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

“Agreement” means this agreement entered into between the Partner and the NRPSB, 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 NRPSB 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 A10.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on January 1 2025 and ending on December 31 2025; and
- (b) in the case of the second Funding Year, the period commencing on January 1 2026 and ending on December 31 2026; and

- (c) in the case of the third Funding Year, the period commencing on January 1 2027 and ending on December 31 2027.

“Funds/Funding” means the money the NRPSB provides to the Partner pursuant to this Agreement.

“Indemnified Parties” means the NRPSB, the NRPS inclusive of its agents, members, and employees.

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

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Partner is required to remedy an Event of Default pursuant to section A10.3(b), and includes any such period or periods of time by which the NRPSB extends that time in accordance with section A10.4.

“Parties” means the NRPSB, NRPS and the Partner.

“Party” means either the NRPSB, NRPS and the Partner.

“Program(s)” means the undertaking described in Schedule “C”.

“Report” means the report described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Partner 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 Program(s);
- (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 Program(s), the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Partner provided to the NRPSB or NRPS in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Partner provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Partner 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 Partner represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Partner's ongoing effective functioning;
- (b) decision-making mechanisms for the Partner;
- (c) procedures to enable the Partner to manage Funds prudently and effectively;
- (d) procedures to enable the Partner to complete the Program(s) successfully;
- (e) procedures to enable the Partner to identify risks to the completion of the Program(s) and strategies to address the identified risks, all in a timely manner;
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0; and
- (g) procedures to enable the Partner to address such other matters as the Partner considers necessary to enable the Partner to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on January 1 2025 and will expire on the Expiry Date unless terminated earlier pursuant to Article A9.0 or Article A10.0.

A4.0 FUNDS AND CARRYING OUT THE PROGRAM

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

- (a) provide the Partner up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Partner in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Partner provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Partner.

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

- (a) the NRPSB is not obligated to provide any Funds to the Partner until the

Partner provides the certificates of insurance or other proof as the NRPSB may request pursuant to section A8.2;

- (b) the NRPSB is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the NRPSB may adjust the amount of Funds it provides to the Partner in any Funding Year based upon the NRPSB's assessment of the information the Partner provides to the NRPSB pursuant to section A6.1; or
- (d) if, pursuant to the *Municipal Act, 2019*, the NRPSB does not receive the necessary funding the Regional Municipality of Niagara for payment under the Agreement, the NRPSB is not obligated to make any such payment, and, as a consequence, the NRPSB may:
 - (i) reduce the amount of Funds and, in consultation with the Partner, change the Program; or
 - (ii) terminate the Agreement pursuant to section A9.1.

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

- (a) carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (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.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Partner will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

A5.2 Conflict of Interest Includes. For the purposes of Article A5.0, a conflict of interest includes any circumstances where:

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

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

A5.3 Disclosure to NRPSB. The Partner will:

- (a) disclose to the NRPSB, 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 NRPSB may prescribe as a result of the disclosure.

A6.0 REPORTS, ACCOUNTING, AND REVIEW

A6.1 Preparation and Submission. The Partner will:

- (a) submit to the NRPSB at the address referred to in section A14.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the NRPSB from time to time;
- (b) submit to the NRPSB at the address referred to in section A14.1, any other reports as may be requested by the NRPSB in accordance with the timelines and content requirements specified by the NRPSB;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the NRPSB; and
- (d) ensure that all Reports and other reports are signed on behalf of the Partner by an authorized signing officer.

A6.2 Record Maintenance. The Partner will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program(s) 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 Program(s).

A7.0 INDEMNITY

A7.1 Indemnification. The Partner will 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 Partner's participation in the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A8.0 INSURANCE

A8.1 Partner's Insurance. The Partner represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance that a prudent charitable or not for profit organization 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 insurance policy will include the following:

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

A8.2 Proof of Insurance. The Partner will:

- (a) upon request of the NRPSB, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A8.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A8.1.

A9.0 TERMINATION ON NOTICE

A9.1 Termination on Notice. The NRPSB may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days’ Notice to the Partner.

A9.2 Consequences of Termination on Notice by the NRPSB. If the NRPSB terminates the Agreement pursuant to section A9.1, the NRPSB may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Partner the payment of any Funds remaining in the possession or under the control of the Partner; and
- (c) determine the reasonable costs for the Partner to wind down the Program(s), and do either or both of the following:
 - (i) permit the Partner to offset such costs against the amount the Partner owes pursuant to section A9.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Partner to cover such costs.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the NRPSB, the Partner 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 Program;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested pursuant to section A6.1(b);
- (b) the Partner's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the NRPSB provides the Funds;
- (c) the Partner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Partner bankrupt, or applies for the appointment of a receiver; or
- (d) the Partner ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the NRPSB may, at any time, take one or more of the following actions:

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

A10.3 Opportunity to Remedy. If, in accordance with section A10.2(b), the NRPSB provides the Partner with an opportunity to remedy the Event of Default, the NRPSB will give Notice to the Partner of:

- (a) the particulars of the Event of Default; and

(b) the Notice Period.

A10.4 **Partner not Remedying.** If the NRPSB provided the Partner with an opportunity to remedy the Event of Default pursuant to section A10.2(b), and:

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

the NRPSB may extend the Notice Period, or initiate any one or more of the actions provided for in sections A10.2(a), (c), (d), (e), (f), (g), (h), and (i).

A10.5 **When Termination Effective.** Termination under Article A10.0 will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 **Funds at the End of a Funding Year.** Without limiting any rights of the NRPSB under Article A13.0, if the Partner has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the NRPSB may take one or both of the following actions:

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

A12.0 FUNDS UPON EXPIRY

A12.1 **Funds Upon Expiry.** The Partner will, upon expiry of the Agreement, pay to the NRPSB any Funds remaining in its possession or under its control.

A13.0 DEBT DUE AND PAYMENT

A13.1 **Payment of Overpayment.** If at any time the NRPSB provides Funds in excess of the amount to which the Partner is entitled under the Agreement, the NRPSB may:

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

A13.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the NRPSB demands from the Partner the payment of any Funds or an amount equal to any Funds; or

- (b) the Partner owes any Funds or an amount equal to any Funds to the NRPSB, whether or not the NRPSB has demanded their payment,

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

A13.3 Interest Rate. The NRPSB may charge the Partner interest on any money owing by the Partner at the then current interest rate charged by the Regional Municipality of Niagara on accounts receivable.

A13.4 Payment of Money to NRPSB. The Partner will pay any money owing to the NRPSB by cheque payable to the “Niagara Regional Police Service Board” and delivered to the NRPSB as provided for in Schedule “B”.

A14.0 NOTICE

A14.1 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 NRPSB and the Partner respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A14.2 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.

A14.3 Postal Disruption. Despite section A14.2(a), in the event of a postal disruption:

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

A15.0 CONSENT BY NRPSB AND COMPLIANCE BY PARTNER

A15.1 Consent. When the NRPSB provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Partner will comply with such terms and conditions.

A16.0 SEVERABILITY OF PROVISIONS

A16.1 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.

A17.0 WAIVER

A17.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A14.0, ask the other Party to waive an obligation under the Agreement.

A17.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A17.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A18.0 INDEPENDENT PARTIES

A18.1 **Parties Independent.** The Partner is not an agent, joint venturer, partner, or employee of the NRPSB, and the Partner 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.

A19.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A19.1 **No Assignment.** The Partner will not, without the prior written consent of the NRPSB, assign any of its rights or obligations under the Agreement.

A19.2 **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.

A20.0 GOVERNING LAW

A20.1 **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.

A21.0 FURTHER ASSURANCES

A21.1 **Agreement into Effect.** The Partner will provide such further assurances as the NRPSB 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.

A22.0 JOINT AND SEVERAL LIABILITY

A22.1 **Joint and Several Liability.** Where the Partner is comprised of more than one entity, all such entities will be jointly and severally liable to the NRPSB for the fulfillment of the obligations of the Partner under the Agreement.

A23.0 RIGHTS AND REMEDIES CUMULATIVE

A23.1 **Rights and Remedies Cumulative.** The rights and remedies of the NRPSB 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.

A24.0 SURVIVAL

A24.1 **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, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A6.1 (to the extent that the Partner has not provided the Reports or other reports as may have been requested to the satisfaction of the NRPSB), sections A6.2, A6.3, A6.4, A6.5, A6.6, Article A7.0, Article A8.0, section A8.2, sections A9.2, A19.3, sections A10.1, A10.2(d), (e), (f), (g) and (h), Article A13.0, Article A14.0, Article A16.0, section A17.0, Article A18.0, Article A19.0, Article A20.0, Article A22.0 and Article A23.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$287,500
Expiry Date	December 31, 2027
Insurance	\$ 1,000,000
Contact information for the purposes of Notice to the NRPS	<p>[Laura Rullo] [Director Finance and Asset Management] Niagara Regional Police Service 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: laura.rullo@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1008897</p>
Contact information for the purposes of Notice to the NRPSB	<p>Deb Reid Executive Director Niagara Regional Police Service Board 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: deb.reid@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1006022</p>
Contact information for the purposes of Notice to the Partner	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>
Contact information for the senior financial person in the Partner organization (e.g., CFO, CAO) – to respond as required to requests from the NRPSB related to the Agreement	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>

Additional Provisions: (None)

SCHEDULE “C”

PROGRAM DESCRIPTION

VICTIM SERVICES NIAGARA

C.1 Victim Services Niagara

Victim Services Niagara (VSN) is a non-profit organization partially funded by the Ministry of Children, Community and Social Services. VSN supports victims/survivors/witnesses/ and their family by providing emotional support, practical assistance, and system navigation in the aftermath of a crime, tragedy, or disaster. These supports are available to those who live or are visiting the Niagara Region 24 hrs a day, 7 days a week. Highly trained staff supported by volunteers, provide critical incident stress reaction and grief support, safety planning, system navigation, and community referrals to those in need.

C.2 Victim Services Niagara’s Programs Supporting the Mandate of Police and Community Safety

The programs and services provided by Victim Services Niagara (VSN), directly correlate with the police mandate of serving and protecting residents and visitors within the Regional Municipality of Niagara. All cases referred to VSN become a part of the Victim Crisis Assistance Ontario (VCAO) program. Through this program VSN offers phone and on scene support 24hrs a day, 7 days a week to victims/survivors/witnesses/family members of a crime, tragedy, or disaster. VSN will provide emotional support, practical assistance, and system navigation in the aftermath of a crime or tragic event to individuals who are living in or visiting the Niagara Region. During the 2023-2024 fiscal year VSN received 1591 unique cases which equated to 1764 clients served. NRPS provided 946 of the 1591 cases referred. For the first quarter of this new fiscal year (April 1st – July 31st 2024-2025), VSN has received 837 unique cases translating to 1120 clients served. NRPS has provided 475 of the 837 referrals, which illustrates the increasing need and strength of the collaboration. Referrals for sudden deaths and assistance with death notifications including suicide, age or medical related, and motor vehicle fatalities are the highest number of cases referred for tragic circumstance. VSN provided assistance in 189 sudden death cases in the 2023-2024 fiscal year and 84 cases in the first quarter of the 2024-2025 fiscal year. Supporting clients in these scenarios often requires emotional support, system navigation and referrals for funeral arrangements, coroner information, emergency scene clean up funding, and financial support. VSN provides these supports to meet the family’s needs while police focus on the requirements of the investigation.

Victim Services offers practical assistance in many ways, including through the Ministry’s Victim Quick Response Program+ (VQRP+). This program is designed by the Ministry to support direct victims, immediate family members, and witnesses in the immediate aftermath of violent crimes by providing short-term financial support for essential expenses. This program is meant to lessen the impact of the crime, enhance their safety, and meet the immediate practical needs that arise after a crime has taken place. VSN staff assess each referral for risk, need, and eligibility for this program. If appropriate, staff will assist the victim/survivor in completing the steps to apply for the items or services needed. Staff will apply for necessary funding, advocate with the Ministry for the allocation of said funding, purchase necessary items and provide follow ups with the victim/survivors to ensure all needs are met. During the 2023-2024 fiscal year, VSN was successful in getting 1076 applications approved through the VQRP+ program.

When clients identify as being fearful or are at high risk of revictimization, VSN will offer individualized Safety Planning to lessen the risk and empower the victims/survivors to take back control of their safety. Each safety plan is created with the victim/survivor to ensure their needs are met. Safety planning is a client-centered process that recognizes the client’s autonomy as they know themselves, their situation,

and the accused best. VSN staff guide the conversation to ensure all aspects of safety are being reviewed including the individual's safety in the community, in their home, at work/school, and while travelling. Staff then provide suggestions for safety items or routine changes that may be effective in keeping them safe while continuing with their daily lives. VSN staff completed 730 safety plans in the 2023-2024 fiscal year.

SCHEDULE "D"

BUDGET

**2025/2026/2027 NIAGARA REGIONAL POLICE SERVICE BOARD PARTNERSHIP FUNDING
TO:**

Victim Services Niagara

Victim Services Niagara	Funding 2025	Funding 2026	Funding 2027
Program Funding	\$75,000	\$100,000	\$112,500

SCHEDULE "E"

PAYMENT PLAN

Attached to and forming part of the Agreement between the **Niagara Regional Police Service** and **Victim Services Niagara** Effective January 1 2025:

1. PAYMENT SCHEDULE

- a) The Maximum Funds provided by the NRPSB up to the amount of **\$287,500** will be released to the Partner once the Agreement is signed.
- b) The Partner shall receive an annual funding allotment of \$75,000.00 for one funding year in 2025, an annual allotment of \$100,000.00 for one funding year in 2026 and an annual funding allotment of \$112,500 for one funding year in 2027.
- c) Funding shall be allocated to the Partner within each funding year as follows:
 - i) First installment: JANUARY 1 45%
 - ii) Second installment: JULY 1 45%
 - iii) Final installment: FINAL REPORT 10%
- d) The Funds provided by the NRPSB are for the purposes of contribution to the Partner for the Partner's actual expenditures for the delivery of the Programs items identified in Schedule C.

SCHEDULE "F"

REPORTING

The Partner shall provide the NRPSB with the following report(s) for the term of this Agreement.

F.1 REPORTS

The Partner shall provide the **NRPS Director Finance and Asset Management** with:

- a) An annual report that shall be deemed the Final Report Submission for release of the final funding installment of the funding year in the form set out below and shall be provided not later than December 31 of the funding year.
- b) The Partner may be required to provide such further or additional information as the NRPSB, acting reasonably, deems appropriate in approving the continued partnership funding to the Partner.
- c) Approval of the reports is at the sole discretion of the NRPSB.

[FORM]

APPENDIX D
FUNDING AGREEMENT

THE AGREEMENT is effective as of the **FIRST day of MONTH, 202X**

B E T W E E N :

Niagara Safety Village

(the “**Partner**”)

- and -

Niagara Regional Police Service Board

(the “**NRPSB**”)

BACKGROUND

- A. The Niagara Regional Police Service Board (“NRPSB”) has approved funding for certain community partners, including the Partner, to provide multi year funding from the NRPSB to the Partner for the express purpose of carrying out programs aligned with the NRPSB’s strategic plan and the Niagara Regional Police Service (“NRPS”) mandate;
- B. The Partner provides programs inline with the NRPSB Strategic Plan and NRPS mandate, has applied for funding under the funding framework created by the NRPSB and NRPS and been selected for funding as outlined herein;.
- C. The NRPSB wishes to provide funds to the Partner for the programs and duration as outlined herein.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Program Specific Information and Additional Provisions
- Schedule “C” - Program Description
- Schedule “D” - Budget
- Schedule “E” - Payment Plan;
- Schedule “F” - Reporting Requirements; and

any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 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 Partner acknowledges that:

- (a) The NRPSB is subject to reporting, funding and procurement directives and guidelines pursuant to the *Community Safety and Policing Act 2019*, and the *Municipal Act, 2001*
- (b) the Funds are to assist the Partner to carry out the Program(s);
- (c) the NRPS is not responsible for carrying out the Program unless specifically tasked within this Funding Agreement; and
- (d) the NRPS and NRPSB are bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the NRPS or NRPSB in connection with the Program(s) or otherwise in connection with this Agreement may be subject to disclosure in accordance with that Act.

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

**NIAGARA REGIONAL POLICE SERVICE BOARD
(NRPSB)**

Date

Chair Pat Chiocchio

**Niagara Safety Village
(Partner)**

Date

[name]
[position]

I/ We have authority to bind the Partner

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

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

“Agreement” means this agreement entered into between the Partner and the NRPSB, 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 NRPSB 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 A10.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on January 1 2025 and ending on December 31 2025; and
- (b) in the case of the second Funding Year, the period commencing on January 1 2026 and ending on December 31 2026.

“Funds/Funding” means the money the NRPSB provides to the Partner pursuant to this Agreement.

“Indemnified Parties” means the NRPSB, the NRPS inclusive of its agents, members, and employees.

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

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Partner is required to remedy an Event of Default pursuant to section A10.3(b), and includes any such period or periods of time by which the NRPSB extends that time in accordance with section A10.4.

“Parties” means the NRPSB, NRPS and the Partner.

“Party” means either the NRPSB, NRPS and the Partner.

“Program(s)” means the undertaking described in Schedule “C”.

“Report” means the report described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Partner 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 Program(s);
- (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 Program(s), the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Partner provided to the NRPSB or NRPS in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Partner provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Partner 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 Partner represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Partner's ongoing effective functioning;
- (b) decision-making mechanisms for the Partner;
- (c) procedures to enable the Partner to manage Funds prudently and effectively;
- (d) procedures to enable the Partner to complete the Program(s) successfully;
- (e) procedures to enable the Partner to identify risks to the completion of the Program(s) and strategies to address the identified risks, all in a timely manner;
- (f) procedures to enable the preparation and submission of all Reports required pursuant to Article A6.0; and
- (g) procedures to enable the Partner to address such other matters as the Partner considers necessary to enable the Partner to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on January 1 2025 and will expire on the Expiry Date unless terminated earlier pursuant to Article A9.0 or Article A10.0.

A4.0 FUNDS AND CARRYING OUT THE PROGRAM

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

- (a) provide the Partner up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Partner in accordance with the payment plan attached to the Agreement as Schedule "E"; and
- (c) deposit the Funds into an account designated by the Partner provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Partner.

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

- (a) the NRPSB is not obligated to provide any Funds to the Partner until the Partner provides the certificates of insurance or other proof as the NRPSB may

request pursuant to section A8.2;

- (b) the NRPSB is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the NRPSB may adjust the amount of Funds it provides to the Partner in any Funding Year based upon the NRPSB's assessment of the information the Partner provides to the NRPSB pursuant to section A6.1; or
- (d) if, pursuant to the *Municipal Act, 2019*, the NRPSB does not receive the necessary funding the Regional Municipality of Niagara for payment under the Agreement, the NRPSB is not obligated to make any such payment, and, as a consequence, the NRPSB may:
 - (i) reduce the amount of Funds and, in consultation with the Partner, change the Program; or
 - (ii) terminate the Agreement pursuant to section A9.1.

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

- (a) carry out the Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Program;
- (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.

A5.0 CONFLICT OF INTEREST

A5.1 No Conflict of Interest. The Partner will carry out the Program and use the Funds without an actual, potential, or perceived conflict of interest.

A5.2 Conflict of Interest Includes. For the purposes of Article A5.0, a conflict of interest includes any circumstances where:

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

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

A5.3 Disclosure to NRPSB. The Partner will:

- (a) disclose to the NRPSB, 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 NRPSB may prescribe as a result of the disclosure.

A6.0 REPORTS, ACCOUNTING, AND REVIEW

A6.1 Preparation and Submission. The Partner will:

- (a) submit to the NRPSB at the address referred to in section A14.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule “F”, or in a form as specified by the NRPSB from time to time;
- (b) submit to the NRPSB at the address referred to in section A14.1, any other reports as may be requested by the NRPSB in accordance with the timelines and content requirements specified by the NRPSB;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the NRPSB; and
- (d) ensure that all Reports and other reports are signed on behalf of the Partner by an authorized signing officer.

A6.2 Record Maintenance. The Partner will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program(s) 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 Program(s).

A7.0 INDEMNITY

A7.1 Indemnification. The Partner will 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 Partner’s participation in the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A8.0 INSURANCE

A8.1 Partner’s Insurance. The Partner represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, all the necessary and appropriate insurance that a prudent charitable or not for profit organization 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 insurance policy will include the following:

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

A8.2 Proof of Insurance. The Partner will:

- (a) upon request of the NRPSB, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A8.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A8.1.

A9.0 TERMINATION ON NOTICE

A9.1 Termination on Notice. The NRPSB may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Partner.

A9.2 Consequences of Termination on Notice by the NRPSB. If the NRPSB terminates the Agreement pursuant to section A9.1, the NRPSB may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Partner the payment of any Funds remaining in the possession or under the control of the Partner; and
- (c) determine the reasonable costs for the Partner to wind down the Program(s), and do either or both of the following:
 - (i) permit the Partner to offset such costs against the amount the Partner owes pursuant to section A9.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Partner to cover such costs.

A10.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A10.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the NRPSB, the Partner 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 Program;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A6.1, Reports or such other reports as may have been requested pursuant to section A6.1(b);
- (b) the Partner's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the NRPSB provides the Funds;
- (c) the Partner makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Partner bankrupt, or applies for the appointment of a receiver; or
- (d) the Partner ceases to operate.

A10.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the NRPSB may, at any time, take one or more of the following actions:

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

A10.3 Opportunity to Remedy. If, in accordance with section A10.2(b), the NRPSB provides the Partner with an opportunity to remedy the Event of Default, the NRPSB will give Notice to the Partner of:

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

A10.4 Partner not Remedying. If the NRPSB provided the Partner with an opportunity to remedy the Event of Default pursuant to section A10.2(b), and:

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

the NRPSB may extend the Notice Period, or initiate any one or more of the actions provided for in sections A10.2(a), (c), (d), (e), (f), (g), (h), and (i).

A10.5 When Termination Effective. Termination under Article A10.0 will take effect as provided for in the Notice.

A11.0 FUNDS AT THE END OF A FUNDING YEAR

A11.1 Funds at the End of a Funding Year. Without limiting any rights of the NRPSB under Article A13.0, if the Partner has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the NRPSB may take one or both of the following actions:

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

A12.0 FUNDS UPON EXPIRY

A12.1 Funds Upon Expiry. The Partner will, upon expiry of the Agreement, pay to the NRPSB any Funds remaining in its possession or under its control.

A13.0 DEBT DUE AND PAYMENT

A13.1 Payment of Overpayment. If at any time the NRPSB provides Funds in excess of the amount to which the Partner is entitled under the Agreement, the NRPSB may:

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

A13.2 Debt Due. If, pursuant to the Agreement:

- (a) the NRPSB demands from the Partner the payment of any Funds or an amount equal to any Funds; or
- (b) the Partner owes any Funds or an amount equal to any Funds to the NRPSB,

whether or not the NRPSB has demanded their payment,

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

A13.3 **Interest Rate.** The NRPSB may charge the Partner interest on any money owing by the Partner at the then current interest rate charged by the Regional Municipality of Niagara on accounts receivable.

A13.4 **Payment of Money to NRPSB.** The Partner will pay any money owing to the NRPSB by cheque payable to the "Niagara Regional Police Service Board" and delivered to the NRPSB as provided for in Schedule "B".

A14.0 NOTICE

A14.1 **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 NRPSB and the Partner respectively as provided for in Schedule "B", or as either Party later designates to the other by Notice.

A14.2 **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.

A14.3 **Postal Disruption.** Despite section A14.2(a), in the event of a postal disruption:

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

A15.0 CONSENT BY NRPSB AND COMPLIANCE BY PARTNER

A15.1 **Consent.** When the NRPSB provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Partner will comply with such terms and conditions.

A16.0 SEVERABILITY OF PROVISIONS

A16.1 **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.

A17.0 WAIVER

A17.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in

Article A14.0, ask the other Party to waive an obligation under the Agreement.

A17.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A17.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A18.0 INDEPENDENT PARTIES

A18.1 **Parties Independent.** The Partner is not an agent, joint venturer, partner, or employee of the NRPSB, and the Partner 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.

A19.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A19.1 **No Assignment.** The Partner will not, without the prior written consent of the NRPSB, assign any of its rights or obligations under the Agreement.

A19.2 **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.

A20.0 GOVERNING LAW

A20.1 **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.

A21.0 FURTHER ASSURANCES

A21.1 **Agreement into Effect.** The Partner will provide such further assurances as the NRPSB 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.

A22.0 JOINT AND SEVERAL LIABILITY

A22.1 **Joint and Several Liability.** Where the Partner is comprised of more than one entity, all such entities will be jointly and severally liable to the NRPSB for the fulfillment of the obligations of the Partner under the Agreement.

A23.0 RIGHTS AND REMEDIES CUMULATIVE

A23.1 **Rights and Remedies Cumulative.** The rights and remedies of the NRPSB 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.

A24.0 SURVIVAL

A24.1 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, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A6.1 (to the extent that the Partner has not provided the Reports or other reports as may have been requested to the satisfaction of the NRPSB), sections A6.2, A6.3, A6.4, A6.5, A6.6, Article A7.0, Article A8.0, section A8.2, sections A9.2, A19.3, sections A10.1, A10.2(d), (e), (f), (g) and (h), Article A13.0, Article A14.0, Article A16.0, section A17.0, Article A18.0, Article A19.0, Article A20.0, Article A22.0 and Article A23.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$75,000
Expiry Date	December 31, 2026
Insurance	\$ 1,000,000
Contact information for the purposes of Notice to the NRPS	<p>[Laura Rullo] [Director Finance and Asset Management] Niagara Regional Police Service 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: laura.rullo@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1008897</p>
Contact information for the purposes of Notice to the NRPSB	<p>Deb Reid Executive Director Niagara Regional Police Service Board 5700 Valley Way Niagara Falls, ON L2E 1X8</p> <p>e-mail: deb.reid@niagarapolice.ca</p> <p>Tel: (905) 688-4111 Ext 1006022</p>
Contact information for the purposes of Notice to the Partner	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>
Contact information for the senior financial person in the Partner organization (e.g., CFO, CAO) – to respond as required to requests from the NRPSB related to the Agreement	<p>Position: XXX</p> <p>Address: XXX</p> <p>Fax: XXX</p> <p>Email: XXX</p>

Additional Provisions: (None)

SCHEDULE “C”

PROGRAM DESCRIPTION

NIAGARA SAFETY VILLAGE

C.1 Niagara Safety Village

The Niagara Safety Village is a non-profit regional education facility. serving all 12 municipalities in Niagara. Our mission is to provide a safe and controlled environment in which to teach safety education to the residence of Niagara with our priority being school age children. Schools from across Niagara book into the Safety Village 3 classes per day from JK/SK to grade 8. Our curriculum is based on the Ministry of Education guidelines under personal safety and injury prevention. In our police classroom this includes topics such as pedestrian safety, stranger danger awareness, bike safety, cyberbullying, internet safety. This curriculum has been approved by the School Boards we serve. Each class is one hour long in which 30 minutes is spent in the classroom with the other 30 minutes is in our miniature village, where the students are taught how to cross at the cross walk and the stop lights and then depending on the grade in the village, they either drive the pedal cars or on the bikes to reinforce what was taught in the classroom. The village opened their doors 20 years ago, and we continue to increase the number of students coming to the village. We are unique in our partnerships which include the Niagara Regional Police Service, the Fire Chief's of Niagara, Niagara E.M.S., Niagara College, and the 4 School Boards.

C.2 Niagara Safety Village's Programs Supporting the Mandate of Police and Community Safety

In support of the mandate of the N.R.P.S. the Safety Village's programs are proactive in teaching not only school children but the residents in Niagara to reduce injuries and death. We serve the communities in Niagara through providing our Seniors Safety Seminars 6 times a year. We have 3 weeks of Summer camp for low income families. 2 weeks are bike safety, and one week of a Girl's Leadership Camp. Funding for these camps is provided by Canadian Tire, Welland Jump Start. Community Living also come in with their clients, and we provide education sessions for Autism Niagara Families. Throughout the year we also have special events. All of these programs foster positive lifetime relationships between children, families and the Emergency Services.

SCHEDULE "D"

BUDGET

**2025/2026/2027 NIAGARA REGIONAL POLICE SERVICE BOARD PARTNERSHIP FUNDING
TO:**

Niagara Safety Village

Niagara Safety Village	Funding 2025	Funding 2026	Funding 2027
Program Funding	\$50,000	\$25,000	N/A
Additional Resources	0.5 FT CORE Officer	0.5 FT CORE Officer	N/A

SCHEDULE "E"

PAYMENT PLAN

Attached to and forming part of the Agreement between the **Niagara Regional Police Service** and **Niagara Safety Village** Effective January 1 2025:

1. PAYMENT SCHEDULE

- a) The Maximum Funds provided by the NRPSB up to the amount of **\$75,000** will be released to the Partner once the Agreement is signed.
- b) The Partner shall receive an annual funding allotment of \$50,000.00 for one funding year in 2025 and an annual funding allotment of \$25,000 for one funding year in 2026.
- c) Funding shall be allocated to the Partner within each funding year as follows:
 - i) First installment: JANUARY 1 45%
 - ii) Second installment: JULY 1 45%
 - iii) Final installment: FINAL REPORT 10%
- d) The Funds provided by the NRPSB are for the purposes of contribution to the Partner for the Partner's actual expenditures for the delivery of the Programs items identified in Schedule C.

SCHEDULE "F"

REPORTING

The Partner shall provide the NRPSB with the following report(s) for the term of this Agreement.

F.1 REPORTS

The Partner shall provide the **NRPS Director Finance and Asset Management** with:

- a) An annual report that shall be deemed the Final Report Submission for release of the final funding installment of the funding year in the form set out below and shall be provided not later than December 31 of the funding year.
- b) The Partner may be required to provide such further or additional information as the NRPSB, acting reasonably, deems appropriate in approving the continued partnership funding to the Partner.
- c) Approval of the reports is at the sole discretion of the NRPSB.

[FORM]