



Kingston Police

Public Agenda Recommendation Report

To: Kingston Police Service Board
From: Adam MacIntosh
Subject: Ontario's Strategy to End Human Trafficking Funding Agreement
Date: June 15, 2026

Strategic Priority Alignment:

Administrative/Procedural

Recommendation:

That the Kingston Police Service Board endorse the Funding Agreement between the Kingston Police Service Board (Board) and His Majesty the King in right of Ontario as represented by the Solicitor General for a maximum amount of \$17,400 provided for the 2026-27 Funding Year under the Ontario's Strategy to End Human Trafficking Funding Agreement; and

That the Board authorize the Chair to sign the Funding Agreement on behalf of the Board; and

That the Board authorize the Chief of Police to spend the funds provided through the Funding Agreement; and

That the Board authorize the Chief of Police to sign any required reporting documents in accordance with the Funding Agreement.

Background/Analysis:

As part of Ontario's ongoing commitment to combat human trafficking, funding is provided to some municipal police services to offset partial costs of officer salary. This allocation aims to enhance investigations and the prevention of this heinous crime.

Financial Considerations:

The funding provided for the 2026-2027 fiscal period totals \$17,400. This funding does not require an amendment to the 2026 operating budget as it was previously accounted for during the yearly budgeting approvals.

Contacts:

Adam MacIntosh, Chief of Police

Scarlet Eyles, Director of Finance

Exhibits Attached:

Exhibit A – Funding Agreement re: HT Grant

Appendix A

FUNDING AGREEMENT

THE AGREEMENT is effective as of the FIRST day of April, 2026

B E T W E E N :

**His Majesty the King in right of Ontario
as represented by the Solicitor General operating as the
Ontario Provincial Police**

(the “Province”)

- and -

Kingston Police Services Board

(the “Recipient”)

BACKGROUND

- A. The Province has developed an integrated model entitled “Ontario’s Strategy to End Human Trafficking” (the “Provincial Strategy”).
- B. The Recipient intends to carry out the Project comprising part of the Provincial Strategy.
- C. The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions

- Schedule "C" - Project Description
- Schedule "D" - Budget
- Schedule "E" - Payment Plan;
- Schedule "F" - 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 Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the

Broader Public Sector Accountability Act, 2010 (Ontario);

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

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

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the SOLICITOR GENERAL
(ONTARIO PROVINCIAL POLICE)**

Date

A/D/Inspector Dan Dusto
OPP Anti-Human Trafficking Unit & Intelligence-Led
Joint Forces Strategy
Investigation & Support Bureau
Ontario Provincial Police

Kingston Police Services Board

Date

Gregory Ridge
Chair, Police Services Board

I/ We have authority to bind the Recipient.

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

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

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

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

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

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

“Budget” means the budget attached to the Agreement as Schedule “D”.

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

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

“Event of Default” has the meaning ascribed to it in section A13.1.

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

“Funding Year” means:

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

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

“Indemnified Parties” means His Majesty the King in right of Ontario, His ministers, agents, appointees, 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 Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” 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 Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

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

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

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

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

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

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

- (a) carry out the Project in accordance with the Agreement;

- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

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

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

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

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

A6.2 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

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

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

A6.3 Disclosure to Province. The Recipient will:

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

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

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

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

A7.5 No Control of Records. No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient 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 Recipient's participation in the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

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

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

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

- (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

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

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

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, 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 Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

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

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 **When Termination Effective.** Termination under Article A13.0 will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A16.2 **Debt Due.** If, pursuant to the Agreement:

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

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

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **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.

A17.3 **Postal Disruption.** Despite section A17.2(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.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **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.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 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.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **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.

A23.0 GOVERNING LAW

A23.1 **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.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of

the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

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

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

A28.0 SURVIVAL

A28.1 **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 A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$17,400
Expiry Date	March 31, 2027
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$17,400
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	A/D/Inspector Dan Dusto OPP Anti-Human Trafficking Unit & Intelligence-Led Joint Forces Strategy Counter Exploitation and Missing Persons Section Investigation & Support Bureau Ontario Provincial Police General Headquarters 777 Memorial Avenue Orillia, ON L3V 7V3 e-mail: Dan.Dusto@opp.ca Tel: (705) 329-7575
Contact information for the purposes of Notice to the Recipient	Position: Chief Address: 705 Division Street, Kingston, ON K7K 4C2 Phone: 613-549-4660, Ext. 2213 Email: chief@kpf.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Director of Finance Address: 705 Division Street, Kingston, ON K7K 4C2 Phone: 613-549-4660, Ext. 2285 Email: seyles@kpf.ca

Additional Provisions: None

SCHEDULE "C"

PROJECT DESCRIPTION

ONTARIO'S STRATEGY TO END HUMAN TRAFFICKING -- PROVINCIAL COORDINATOR, ONTARIO PROVINCIAL POLICE

C.1 BACKGROUND

Ontario's Strategy to End Human Trafficking will assist victims of human trafficking and exploitation, and build justice system capacity to:

- Identify victims of human trafficking;
- Provide specialized victim support;
- Identify and prosecute offenders which will assist in preventing further victimization;
- Educate via awareness campaigns to assist victims to self-identify and thereby prevent both victimization and re-victimization (self-identification);
- Engage in partnerships with key stakeholders, which will establish and maintain community and justice system linkages ensuring the reporting and prosecution of offences with a link to victim support.

The Provincial Strategy, as an integrated model, will assist police services in coordinating the increased identification of victims, provide support services to victims of human trafficking and exploitation, and assist in preventing the cycle of recurring victimization.

Police services have seen a tremendous increase in the workload of human trafficking investigations. Most police services in Ontario assign investigators to human trafficking cases when complaints are received from the public or law enforcement agencies. These investigators may lack the necessary resources required to properly investigate such complex crimes. Identifying victims of human trafficking is built on properly resourced and coordinated investigations, which in turn enables victims to receive appropriate counselling and related services.

Instead of the police services working in "silos" to investigate human trafficking and protect victims, the Provincial Strategy will build capacity and sustainability by establishing a coordinated, strategic plan between police services, Crown attorneys and victim support services. This approach will work in collaboration with the Four (4) Pillar approach; Partnership, Prevention, Protection of Victims, and Prosecution of Offenders.

C.2 BACKGROUND TO THE GOALS AND OBJECTIVES OF THE PROVINCIAL STRATEGY

The Provincial Strategy intends to:

- Enhance the province-wide response to human trafficking by maintaining and expanding a law enforcement network;
- Improve the provision of information/education and support to at-risk victims through front-line services;
- Provide for a coordinated approach to investigations throughout the province to ensure a consistent, integrated and cooperative process and support between all major police services by improving information sharing;
- Coordinate and collaborate with federal, provincial and municipal law enforcement agencies that also investigate and prosecute offences;
- Increase education and awareness, through communication, partnerships and community mobilization;
- Enhance province-wide provision of specialized support to victims of human trafficking;
- Enhance investigative techniques to identify and locate victims of human trafficking via coordinated investigations;
- Assist in coordinating human trafficking investigations;
- Provide a network of specialized coordinated victim centered- support services to identified victims of human trafficking in Ontario;

C.3 HUMAN TRAFFICKING INVESTIGATOR IN RELATION TO THE PROJECT FUNDING

The Recipient will designate a Human Trafficking Investigator. The Recipient will have the following responsibilities:

- Involvement in human trafficking investigations and/initiatives within their Police Service to identify survivors and identify offenders.
- Build capacity within Kingston Police and community by sharing knowledge through education and training opportunities.
- Liaise with other ministries and law enforcement agencies regarding human trafficking investigations and participate in Provincial Strategy working groups as required.
- Encourage members of Kingston Police to conduct follow up interviews with missing at risk youths, once located during missing person investigations.
- Keep statistical analysis required by the Provincial Strategy and the funding requirements.
- Partner with provincial, federal, municipal and First Nation police services when investigations dictate the need for cross jurisdictional enforcement and intelligence sharing.
- Liaising with community partners which provide services and advocacy to victims/survivors and, where possible, share this information with its police membership for a wraparound victim service.
- Encourage, where possible, the use of situation tables and the creation of Human Trafficking coalition groups to provide survivor care at the community level.

SCHEDULE "D"

BUDGET

2065/2027 ONTARIO'S STRATEGY TO END HUMAN TRAFFICKING FUNDING TO BE PROVIDED TO

Kingston Police

Kingston Police	Number of partially funded Units	Total Funding
Partial Contribution for funding a Human Trafficking Investigator (Role as defined in schedule C)	1	\$17,400
TOTAL	1	\$17,400

SCHEDULE "E"

PAYMENT PLAN

Attached to and forming part of the Agreement between His Majesty the King in Right of Ontario as represented by the Solicitor General and the **Kingston Police**. Effective April 1, 2027.

1. PAYMENT SCHEDULE

- a) The Maximum Funds provided by the Province up to the amount of **\$17,400** will be reimbursed to the Recipient once the Agreement is signed and adequate proof of insurance is provided to the Province in accordance with Article A10.0 of the Agreement.
- b) The Funds provided by the Province are for the purposes of reimbursing the Recipient for the Recipient's actual expenditures for each of the line items identified in Schedule D.

B) Funding Parameters for the Human Trafficking Investigator:

a. Provincial Funding Covers:

- Contribution towards Salary and Benefits of the designated officer(s) conducting human trafficking investigations only.

b. Provincial Funding does not cover the following items, the expense of which is the Recipient's.

- Vehicle and the associated costs.
- Computer software and hardware.
- Travel to other jurisdictions.
- Training.

SCHEDULE "F"

REPORTING

PROVINCIAL STRATEGY TO END HUMAN TRAFFICKING

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

F.1 REPORTS

The Recipient shall provide the **OPP Project Co-ordinator** with:

- a) A monthly statistical report in the form set out below covering the period from the first day of the reporting month and ending on the last day of the reporting month by the 5th day of the following month.
- b) The Recipient may be required to provide such further or additional information as the Province, acting reasonably, deems appropriate in approving the Provincial Strategy report(s).
- c) Approval of the reports is at the sole discretion of the Province.

ANTI-HUMAN TRAFFICKING STRATEGY STATISTICAL FORM

AGENCY (please select agency from drop down menu below)		MONTH (select month from drop down)
New Investigations		
New Human Trafficking Investigations		
Total Human Trafficking Intelligence Reports Submitted		
Total Human Trafficking Submissions to CISO (Provincial Threat Assessments)		
Total number of Human Trafficking PowerCase Submissions		
Total New Investigations:		0
Breakdown of Charges		
279.01(1) Trafficking in Persons		
279.011(1) Trafficking in Persons - Under 18 yrs		
279.2(1) Material Benefit from Trafficking in Persons		
279.2(2) Material Benefit from Trafficking in Persons - Under 18 yrs		
286.2(1) Material Benefit from Sexual Services		
286.2(2) Material Benefit from Sexual Services - Under 18 yrs		
279.03(1) Withholding or Destroying Documents		
279.03(2) Withholding or Destroying Documents - Under 18 yrs		
286.4 Advertise Another Persons Sexual Services		
286.3(1) Procuring		
286.3(2) Procuring - Under 18 yrs		
246 Overcoming Resistance		
163.1 Child Pornography (Importing, Accessing, Making)		
271 Sexual Assault		
346(1) Extortion		
162.1(1) Publication of an Intimate Image without Consent		
264.1(1) Utter Threats		
279(1)/279(2) Kidnapping/Forcible Confinement		
423(1) Intimidation		
467 Criminal Org Charges		
Breach of Any Court Order		
Firearms Charges		
All Levels of Assaults		
Other		
Total Charges Laid :		0
Persons Charged		
Number of People Charged - Over 18 yrs		
Number of People Charged - Under 18 yrs		
How many of the above charged persons were Repeat Offenders		
Total Persons Charged :		0
Media / Presentations		
Number of Presentations - Police		
Number of Presentations - Public		
Number of People attending Presentations (not included in		
Total Media/Presentations :		0
Victims Identified		
Number of Victims Identified - Over 18 yrs		
Number of Victims Identified - Under 18 yrs		
Total Victims:		0

F.2 REPORTING TIMELINES

As the Province must review and analyze these statistics on a timely basis, **the importance of submitting them on their due date cannot be overstated.** Where non-compliance or ineligibility is identified, the Province will take corrective action, depending on the type and extent of non-compliance, but in all cases the objective of corrective action is to ensure that provincial funds are either used as specified in the Agreement or returned to the provincial treasury.