

MIDDLESEX SUPPORTS PROGRAM FUNDING AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of April, 2025.

BETWEEN:

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(the "**County**")

OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY CARADOC
operating the "Can I Play Too?" program
(the "**Service Provider**")

OF THE SECOND PART

WHEREAS:

- A.** The County is an upper-tier municipality within the meaning of the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "**Municipal Act**"), with the authority to provide services and enter into agreements;
- B.** Section 9 of the *Municipal Act* provides that municipalities have the capacity, rights, powers, and privileges of a natural person, including the authority to provide administrative services and to enter into agreements;
- C.** The Service Provider has expressed its willingness to participate in the County's "Middlesex Supports" program (the "**Program**");
- D.** The Service Provider seeks to provide services to eligible low-income individuals and families in accordance with the Program Guidelines established by the County; and
- E.** The parties wish to enter into this Agreement to set out the terms and conditions under which such services will be provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties agree as follows:

1. RECITALS

The foregoing recitals form part of and are incorporated into this Agreement by reference as if fully set out herein.

2. PURPOSE

- 2.1 The purpose of this Agreement is to set out the terms and conditions under which the Service Provider shall deliver programming and services to eligible low-income individuals and families in accordance with the Program Guidelines.

3. STATUS AND SERVICES OF SERVICE PROVIDER

- 3.1 The Service Provider, in order to qualify under this Agreement, shall be a bona fide agency incorporated under the laws of Canada or the Province of Ontario.
- 3.2 The Service Provider shall deliver services to eligible low-income individuals and families in accordance with the terms and conditions set out

in this Agreement and any applicable program requirements or guidelines established by the County.

- 3.3 The Service Provider agrees to accept client referrals for placement from the County. The Service Provider represents and warrants that it possesses the requisite expertise, experience, facilities, qualified personnel and management, and all necessary knowledge to provide the services described herein in a competent, efficient, and professional manner. The Service Provider acknowledges that, in entering into this Agreement, the County is relying upon these representations and requires the Service Provider to perform its obligations to a professional standard throughout the term of this Agreement.
- 3.4 No services other than those expressly set out in this Agreement shall be deemed to be contracted for hereunder.
- 3.5 The Service Provider acknowledges and agrees that it is providing services to the County as an independent contractor, and that nothing in this Agreement shall be construed to create a relationship of employer and employee, partnership, or joint venture between the parties. Specifically, the parties agree that the Service Provider is not, and shall not be deemed to be, an employee of the County for the purposes of the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.); the *Canada Pension Plan*, R.S.C. 1985, c. C-8; the *Employment Insurance Act*, S.C. 1996, c. 23; the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sched. A; the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1; and the *Health Insurance Act*, R.S.O. 1990, c. H.6, all as amended from time to time and any successor legislation.
- 3.6 The Service Provider shall indemnify and hold harmless the County from and against any and all claims, demands, liabilities, losses, costs, and expenses (including legal fees and disbursements) arising from the Service Provider's failure to comply with the provisions of this Agreement or any applicable requirements of the Middlesex Supports Program.
- 3.7 The Service Provider shall make available for inspection by the County's Director of Human Services, or their designate, documentation verifying compliance with all terms and conditions of this Agreement.
- 3.8 The Service Provider shall provide the County with all information, documentation, and materials required under this Agreement, in a timely and complete manner.

4. OBSERVANCE OF THE LAW AND INDEMNITY

- 4.1 The Service Provider covenants and agrees that it shall, at its sole cost and expense, perform all services and obligations under this Agreement in strict compliance with all applicable federal, provincial, and municipal statutes, laws, by-laws, regulations, rules, policies, directives, and orders, including those of any court, tribunal, board, or other authority having jurisdiction. Without limiting the generality of the foregoing, the Service Provider shall ensure that all work and services are carried out in accordance with any applicable standards or requirements imposed by the Government of Canada, the Government of the Province of Ontario, or any local authority, agency, commission, department, or officer.
- 4.2 The Service Provider shall indemnify and hold harmless the Corporation of the County of Middlesex, its elected officials, officers, employees, and agents (collectively, the "**Indemnified Parties**"), from and against any and all losses, claims, demands, damages, liabilities, actions, causes of action, costs, or expenses whatsoever (including all legal fees and disbursements

on a full indemnity basis and any administrative or regulatory costs) which may be brought against or incurred by any of the Indemnified Parties as a result of, or in connection with:

- (a) any breach by the Service Provider, or by any of its officers, directors, employees, agents, subcontractors, or representatives, of any provision of this Agreement;
- (b) any negligence, willful misconduct, or unlawful act or omission of the Service Provider or any person for whom it is legally responsible; or
- (c) any failure by the Service Provider, or by any of its officers, directors, employees, agents, subcontractors, or representatives, to comply with any applicable law, regulation, rule, or order as described in Section 4.1.

4.3 The Service Provider shall, at its sole cost and expense, obtain and maintain in good standing all necessary approvals, consents, authorizations, licenses, permits, registrations, and certifications required by applicable law for the performance of its obligations under this Agreement, and shall provide evidence of the same to the County upon request.

5. COMPENSATION

- 5.1 The Service Provider shall be compensated for the services expressly set out in this Agreement. No payments shall be made unless and until approved in writing by the County's Director of Human Services or their designate.
- 5.2 Subject to Section 4, the County shall pay the Service Provider in accordance with the fee schedule set out in **Appendix "A"** of this Agreement. The Service Provider shall maintain accurate and complete financial records and accounts associated with the services funded under this Agreement. Such records shall be open to inspection, audit, and copying by the County's Director of Human Services or their designate at any time. Failure to comply with this section shall constitute grounds for the immediate termination of this Agreement, at the sole discretion of the County.
- 5.3 The Service Provider shall promptly refund to the County any payments made in excess of the amounts authorized in **Appendix "A"** or otherwise paid in error.
- 5.4 The Service Provider shall submit all required financial reports to the Director of Human Services or their designate. Such reports must be complete, accurate, and signed by an authorized representative of the Service Provider. Failure to submit the required financial reports within thirty (30) days of the applicable reporting deadline shall result in the withholding of further payments until the reports have been received and reviewed.
- 5.5 No payments shall be due or payable under this Agreement unless the proposed expenditures meet all applicable funding and program requirements established by the Province of Ontario.
- 5.6 All funds received by the Service Provider under this Agreement shall be used solely for the purposes described herein and in accordance with the Program Guidelines. The County may, in its sole discretion, require repayment of any portion used for ineligible or unauthorized purposes.

- 5.7 If any portion of the funds provided under this Agreement is used for ineligible or unauthorized purposes, the County may require repayment of such funds. Repayment shall be made within thirty (30) days of receiving written notice from the County.
- 5.8 The County reserves the right to withhold, delay, or cancel any payment or future disbursement under this Agreement if, in the County's sole discretion, the Service Provider is in breach of any provision of this Agreement or is not meeting the expected objectives of the Program.
- 5.9 Nothing in this Agreement shall be construed as creating any obligation on the part of the County to provide additional or ongoing funding beyond the term of this Agreement.

6. INDEMNIFICATION

- 6.1 Without limiting the indemnification obligations set out in Section 4.2, the Service Provider shall indemnify and hold harmless the Corporation of the County of Middlesex and its elected officials, officers, employees, and agents (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including legal fees and disbursements on a full indemnity basis), actions, suits, or proceedings, whether in contract, tort, statute, or otherwise, that may be brought against or incurred by any of the Indemnified Parties as a result of, in connection with, or arising from any act or omission of the Service Provider, its officers, directors, employees, agents, representatives, or subcontractors in the performance of its obligations under this Agreement, or any breach of this Agreement by the Service Provider.
- 6.2 This indemnity shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE

- 7.1 The Service Provider shall ensure that all required insurance coverage, including the provisions set out in this section, is obtained and in full force and effect prior to the commencement of any services under this Agreement.
- 7.2 The Service Provider shall maintain adequate insurance coverage for the duration of this Agreement to cover liability for bodily injury or property damage to staff, participants, or third parties arising from the provision of services or while on premises or under the supervision of the Service Provider. Prior to the execution of this Agreement, the Service Provider shall furnish the County's Director of Human Services with a certificate of insurance evidencing a public liability insurance policy issued by an insurer licensed to operate in the Province of Ontario and satisfactory to the County's Treasurer. Such policy shall be issued in the joint names of the Service Provider and the County, shall include a cross-liability clause of standard wording, and shall provide coverage limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage.
- 7.3 If the Service Provider transports program participants in connection with the services, it shall, at its sole cost and expense, maintain automobile insurance coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and property damage, including coverage for both owned and non-owned vehicles and Passenger Hazard. The Service Provider shall indemnify and hold harmless the County from and against all claims, actions, damages, costs, or expenses arising

from such transportation.

- 7.4 All insurance policies required under this Agreement shall remain in full force and effect and shall not be amended, cancelled, or allowed to lapse without at least thirty (30) days' prior written notice to the County.
- 7.5 The Service Provider further covenants and agrees to indemnify and hold harmless the County from and against any and all claims, actions, damages, demands, and costs whatsoever arising out of or in connection with the provision of services under this Agreement.
- 7.6 The Service Provider shall, if subject to the Workplace Safety and Insurance Act, maintain good standing with the Workplace Safety and Insurance Board (WSIB) and shall provide a current Clearance Certificate upon request by the County.

8. CONFIDENTIALITY

- 8.1 The gathering, use, disclosure, and safeguarding of all information related to paid employment placements or service recipients shall be carried out in accordance with the *Freedom of Information and Protection of Privacy Act* (“**FIPPA**”), the *Municipal Freedom of Information and Protection of Privacy Act* (“**MFIPPA**”), the *Ontario Human Rights Code*, all applicable federal and provincial privacy and human rights legislation, and any other relevant statutes, regulations, and standards.
- 8.2 The Service Provider agrees to ensure that its organization and all employees:
 - (a) recognize the dignity and worth of every participant and provide services in a manner that upholds equal rights and opportunities, free from discrimination or harassment;
 - (b) maintain a Workplace Harassment and Discrimination Policy, or an effective and efficient process for identifying and resolving related issues; and
 - (c) maintain an Accommodation Policy in accordance with the *Ontario Human Rights Code*.
- 8.3 The Service Provider shall meet with County staff, at least annually or as requested by the County, to review and discuss confidentiality practices and ensure ongoing compliance with applicable standards and obligations.
- 8.4 The Service Provider shall not use or disclose, at any time during or after the term of this Agreement, any personal information acquired in the course of providing services under this Agreement, except as authorized in writing by the County's Director of Human Services or as otherwise required by law.
- 8.5 A breach of this Section 8 shall constitute grounds for immediate termination of this Agreement at the sole discretion of the County.

9. CONFLICT OF INTEREST

- 9.1 If the Service Provider, or any individual associated with the Service Provider, has or acquires any pecuniary interest, either direct or indirect, including an interest:
 - (a) in any contract or proposed contract with a municipality or other corporation; or

- (b) in any contract or proposed contract that is reasonably likely to be affected by a decision resulting from any recommendation made pursuant to this Agreement, such interest shall be disclosed immediately in writing to the County's Director of Human Services. The General Manager shall report the disclosure to County Council, which shall determine whether a conflict of interest exists. If County Council determines that a conflict exists, the County shall have the exclusive right, in its sole discretion, to terminate this Agreement. In such event, the termination provisions of this Agreement shall apply.

10. TERM OF AGREEMENT

- 10.1 This Agreement shall commence on the 1st day of April, 2025 and shall expire on the 31st day of March, 2026, unless terminated earlier in accordance with the provisions of this Agreement.

11. TERMINATION

- 11.1 Either party may, at any time, suspend or terminate this Agreement by providing the other party with not less than thirty (30) days' written notice. Upon receipt of such notice, the Service Provider shall perform no further services under this Agreement, except those reasonably required to complete any services in progress, as determined by the County. The Service Provider shall promptly deliver to the County all records, files, reports, data, documentation, and information in its possession or control relating to the services provided up to the date of termination.
- 11.2 Notwithstanding Section 11.1, where, in the opinion of the County's Director of Human Services or their designate, the Service Provider is in breach of any term of this Agreement or of any applicable County program requirement, the County may terminate this Agreement immediately upon written notice to the Service Provider.
- 11.3 The Agreement is personal to the Service Provider and may not be assigned, transferred, subcontracted, or otherwise conveyed in whole or in part without the prior written consent of the County, which may be withheld in its sole discretion.
- 11.4 Upon termination of this Agreement for any reason, any funds advanced to the Service Provider for services not rendered as of the effective date of termination shall be promptly refunded to the County. The County shall have the sole discretion to determine the value of any partially delivered services and the amount, if any, that may be retained by the Service Provider as compensation for services satisfactorily performed.
- 11.5 The County may terminate this Agreement immediately, without notice, if the Service Provider engages in fraud, criminal misconduct, gross negligence, or any conduct that undermines the integrity of the Program or the public interest.

12. PROGRAM REVIEW

- 12.1 In addition to ongoing monitoring, the County reserves the right to conduct, at its sole discretion, a formal review or evaluation of the Service Provider's performance under this Agreement, including but not limited to compliance with program requirements, service quality, use of funds, and alignment with County objectives. The Service Provider shall cooperate fully with any such review or evaluation and shall provide all requested records, reports, and information in a timely manner.

13. APPENDICES

13.1 All appendices, schedules, and documents referenced in or attached to this Agreement, including Schedule "A" – Fee Schedule, form an integral part of this Agreement. In the event of any conflict or inconsistency between the provisions contained in any appendix or schedule and those contained in the main body of this Agreement, the provisions in the main body of the Agreement shall prevail to the extent of the inconsistency, unless expressly stated otherwise.

14. AMENDMENTS

14.1 No amendment, modification, or waiver of any provision of this Agreement shall be valid or binding unless made in writing and signed by both parties. Any such amendment shall be deemed to form part of this Agreement and shall have the same force and effect as if incorporated herein.

15. RECORDS AND AUDIT RIGHTS

15.1 The Service Provider shall maintain complete and accurate financial and program records related to the services funded under this Agreement for a period of not less than seven (7) years following the termination or expiry of this Agreement.

15.2 The County, or its designate, shall have the right, upon reasonable notice and during normal business hours, to inspect, audit, and copy any records, reports, documents, or other materials maintained by the Service Provider relating to this Agreement, for the purposes of verifying compliance, evaluating performance, or fulfilling any applicable municipal, provincial, or federal reporting obligations.

15.3 All records, reports, data, and materials produced in connection with this Agreement shall be and remain the property of the County. The Service Provider shall deliver such materials to the County upon request or upon termination of this Agreement.

16. NOTICE

16.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered personally, by courier, by registered mail, or by email with confirmation of receipt, addressed as follows:

To the County:

Director of Human Services
Corporation of the County of Middlesex
399 Ridout Street North, London, ON N6A 2P1
jwinser@middlesex.ca

To the Service Provider:

Paul Lattimore
The Corporation of the Municipality of Strathroy-Caradoc
52 Frank Street, Strathroy, ON N7G 2R4
plattimore@strathroy-caradoc.ca

16.2 Any such notice shall be deemed to have been received:

- (a) on the date of delivery if delivered personally or by courier;
- (b) five (5) business days after mailing, if sent by registered mail; or
- (c) on the date of confirmation if sent by email.

17. ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written representations, agreements, or understandings. There are no other representations, warranties, or agreements, express or implied, between the parties with respect to the matters herein contained, except as specifically set out in this Agreement.

18. SURVIVAL

18.1 Notwithstanding the termination or expiry of this Agreement, the provisions relating to indemnification, confidentiality, audit rights, records retention, and any other terms which by their nature are intended to survive, shall remain in full force and effect.

19. COUNTERPARTS AND ELECTRONIC SIGNATURES

19.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

19.2 Signatures transmitted electronically (including by PDF or secure electronic signature platform) shall be deemed to have the same legal effect as originals.

20. PUBLIC ACKNOWLEDGEMENT

20.1 The Service Provider shall not use the County's name, logo, or other identifiers in any public communication, social media, press release, promotional material, or funding announcement related to this Agreement without the prior written consent of the County, except as required by law or permitted in the Program Guidelines.

21. NO WAIVER

21.1 The failure of either party to require the performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision be taken or held to be a waiver of any subsequent breach.

22. GOVERNING LAW

22.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of the courts of Ontario.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

SIGNED, SEALED AND DELIVERED at
the City of London, in the County of
Middlesex this 12th day of September,
2025

**THE CORPORATION OF THE COUNTY OF
MIDDLESEX**

Paul Shipway
CAO – County of Middlesex

**THE CORPORATION OF THE
MUNICIPALITY OF STRATHROY-
CARADOC**

In the presence of:

Witness: _____

Per: _____

Witness: _____

Per: _____

APPENDIX A

Fee Schedule

Terms and Conditions:

The program is approved for funding up to a maximum of TEN THOUSAND DOLLARS (\$10,000.00), subject to the Service Provider's submission of quarterly reports outlining the number of families and children served under this Agreement.

Funding will be disbursed in five equal installments of TWO THOUSAND DOLLARS (\$2,000.00), subject to compliance with the Agreement and timely receipt of the required reports, as follows:

- a) \$2,000.00 upon execution of this Agreement by both parties;
- b) \$2,000.00 upon receipt of the first quarterly report, due June 30, 2025;
- c) \$2,000.00 upon receipt of the second quarterly report, due September 30, 2025;
- d) \$2,000.00 upon receipt of the third quarterly report, due December 31, 2025;
- e) \$2,000.00 upon receipt of the final quarterly report, due March 31, 2026.