

**AMENDING AGREEMENT TO THE CHILD CARE SERVICES COST
APPORTIONMENT AND AGENCY AGREEMENT**

(the “**Amending Agreement**”)

THIS AMENDING AGREEMENT effective this ____ day of _____, 2025

B E T W E E N:

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(the “**County**”)

-and-

THE CORPORATION OF THE CITY OF LONDON
(the “**City**”)

WHEREAS:

- A. The County and the City entered into a Child Care Services Cost Apportionment and Agency Agreement dated January 1, 2018 (the “**Original Agreement**”) to establish a framework for the apportionment of costs associated with Child Care Services, in accordance with the City’s role as the provincially designated service manager for the service delivery area;
- B. Section 19 of the Original Agreement provides that if a renewed Child Care Services Cost Apportionment Agreement is not approved by the respective Councils of both Parties prior to June 1, 2025, the Parties shall engage in mediation, appoint a mediator no later than July 1, 2025, and complete the mediation process no later than November 1, 2025;
- C. The Parties are actively engaged in negotiations with respect to certain outstanding matters under the Original Agreement, including, without limitation, cost-allocation formulas, service-level standards, and transitional funding reconciliations, and have, by mutual consent, temporarily waived any immediate right to commence mediation; and
- D. The Parties, subject to their respective Council approvals, have mutually agreed to temporarily suspend the mediation timeline set forth in Section 19 of the Original Agreement for a period of ninety (90) consecutive calendar days from the Effective Date of this Amending Agreement, in order to facilitate continued good faith negotiations with respect to the outstanding matters, while expressly acknowledging that all other terms and conditions of the Original Agreement shall remain in full force and effect.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties mutually covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

In this Amending Agreement, unless the context otherwise requires, the following definitions shall apply:

- 1.01 **“Agreement”** means this Amending Agreement, including any schedules attached hereto, and any amendments made in accordance with its terms.
- 1.02 **“Original Agreement”** means the agreement titled “Child Care Services Cost Apportionment and Agency Agreement,” dated January 1, 2018.
- 1.03 **“Effective Date”** means the date on which this Amending Agreement has been duly executed and delivered by both Parties.
- 1.04 **“Stand-Still Period”** means the period of ninety (90) consecutive calendar days commencing on and including the Effective Date and ending on the day immediately preceding the ninetieth (90th) calendar day thereafter.
- 1.05 Capitalized terms not otherwise defined in this Amending Agreement shall have the same meanings as ascribed to them in the Original Agreement.

ARTICLE 2 AMENDMENTS AND CONFIRMATIONS

- 2.01 **Recitals Incorporated:** The Recitals set forth above form an integral part of this Amending Agreement and are incorporated into and govern its interpretation, mutatis mutandis.
- 2.02 **Amendment:** The Parties agree that, notwithstanding Section 19 of the Original Agreement, the mediation timeline set out therein is suspended for the Stand-Still Period. For clarity, this suspension is mutually agreed to in good faith, does not prejudice the rights or obligations of either Party, and shall not be construed as a waiver of any provision of the Original Agreement. If the Parties do not mutually agree to extend the suspension beyond the Stand-Still Period, the Parties shall proceed to appoint a mediator within thirty (30) days of the end of the Stand-Still Period in accordance with Section 19 of the Original Agreement.
- 2.03 **No Other Amendments:** Except as expressly amended herein, all other terms and provisions of the Original Agreement shall remain unchanged and in full force and effect.

- 2.04 **Counterparts and Electronic Execution:** This Amending 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. Delivery by electronic means (including e-mail or PDF) shall be effective to create a valid and binding agreement.
- 2.05 **Governing Law:** This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 2.06 **Entire Agreement:** This Amending Agreement and the Original Agreement together constitute the entire agreement between the Parties with respect to the subject matter hereof and shall be read together and construed as a single, integrated agreement. For greater certainty, all references to the “Agreement” in either document shall be deemed to include both this Amending Agreement and the Original Agreement, unless expressly stated otherwise or the context clearly requires a different interpretation.

[ONE (1) SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amending Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Amending Agreement shall be effective on the date as set out at the top of page one (1) of this Amending Agreement.

_____, 2025

**THE CORPORATION OF THE COUNTY OF
MIDDLESEX**

Per:

Name: Marci Ivanic
Title: County Clerk

Per:

Name: Brian Ropp
Title: Warden

*We have delegated authority to bind the
Corporation herein.*

Date: _____, 2025.

**THE CORPORATION OF THE CITY
OF LONDON**

Per:

Name:
Title: Mayor
Per:

Name:
Title: Clerk

*We have delegated authority to bind the
Corporation herein.*