

AGREEMENT

THIS AGREEMENT made in duplicate this 1st day of April, 2023.

BETWEEN:

THE CORPORATION OF THE COUNTY OF MIDDLESEX

399 Ridout Street North
London, ON N6A 2P1

Hereinafter called the "County"
OF THE FIRST PART

- and -

CHILDREN'S AID SOCIETY OF LONDON AND MIDDLESEX

which is operating as the Project Sponsor for the "Swim Pass"
program for the Aquatic Park in Strathroy

Hereinafter called the "Service Provider"
OF THE SECOND PART

WHEREAS the Service Provider is willing to participate in the County of Middlesex's "Middlesex Supports" program.

WHEREAS the Service Provider is seeking to provide services to low-income families in accordance with the Countys Program Guidelines.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the Service Provider and the County mutually covenant and agree as follows:

1. PURPOSE

- 1.1 For the purposes of this Agreement, the Service Provider agrees to provide the herein delineated services to low income families as per Appendix "A":

2. DEFINITIONS

Not applicable

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 the Government of Canada or the Province of Ontario.
- 3.2 The Service Provider shall provide services to low income families in accordance with the terms and conditions outlined in this agreement and in any program requirement of the County.
- 3.3 The Service Provider agrees to accept referrals for placement from the County. The Service Provider represents that it has the expertise, experience, facilities, skilled personnel and management, and knowledge necessary or required to provide the named services in a competent and professional manner. The Service Provider understands that in entering into this Agreement, the County is relying upon these representations and requires the competence and capability to provide the services in a competent and professional manner.
- 3.4 No additional services other than those described herein are contracted for

hereunder.

- 3.5 The Service Provider acknowledges and agrees that the County is contracting for the expertise and professional services of the Service Provider for the term herein described, and that this agreement is in no way to be deemed or construed to be a contract of employment. Specifically, the parties agree that it is not intended by this agreement that the Service Provider is to be an employee of the County for the purpose of The Income Tax Act, S.C. 1970-71-72, c. 63; The Canada Pension Plan Act, R.S.C. 1985, c. C-8; The Employment Insurance Act, S.C. 1996, c. 23; The Workers' Compensation Act, R.S.O., 1990, c. W.11; 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 legislation in substitution therefor.
- 3.6 The Service Provider hereby specifically indemnifies and holds harmless the County from any and all amounts required to be paid by the Service Provider or claimed to be due and owing and for any and all legal costs (including fees and disbursements) or administrative costs, incurred by the County, relating to any failure of the Service Provider to comply with all provisions of the Middlesex Supports Program.
- 3.7 The Service Provider shall have available for inspection by the Director of Social Services or his designate verification that the Service Provider complies with all conditions of this Agreement.
- 3.8 The Service Provider shall provide the County with information, documentation and material as described by this Agreement.

4. OBSERVANCE OF THE LAW AND INDEMNITY

- 4.1 The Service Provider covenants and agrees that it will take any and all action and will do and provide the Services herein required to be provided in compliance with any law, the order of any board, or Court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.2 The Service Provider hereby indemnifies and holds harmless the County from any and all claims, payments, injury, or loss and for any and all legal costs (including fees and disbursements) or administrative cost, incurred by the County relating to any failure of the Service Provider, its employees, agents, or contractors to comply with any and all provisions of any law, the order of any board or court of competent jurisdiction, rule, regulation, or requirement of the Canadian Government, or the Government of the Province of Ontario, or of any competent local Government, board, commission, department, or officer.
- 4.3 The Service Provider shall obtain and maintain current and in force, any and all necessary licenses, permits, and approvals required to provide the services pursuant to this Agreement.

5. COMPENSATION

- 5.1 The Service Provider shall receive compensation for the services indicated in this Agreement. No payments as detailed in this agreement shall be paid without the approval of the Director of Social Services.

- 5.2 Subject to Section 4, the County will pay the Service Provider a fee schedule as indicated in Appendix "A" of this Agreement. All records and accounts of the Service Provider associated with this project shall be open to inspection by the Director of Social Services or his designate at all times. Failure to comply with this section will be grounds for the immediate termination of this Agreement at the discretion of the County.
- 5.3 The Service Provider shall immediately refund any payments made by the County to the Service Provider in excess of the amounts indicated in Appendix "A" of this Agreement.
- 5.4 All financial reports shall be submitted to the Director of Social Services or his designate by the Service Provider and must be fully verified and signed by the Service Provider. Failure to submit the financial reports within 30 days will result in the withholding of any payments until such time as accounts are processed.
- 5.5 No payments shall be due or payable under this Agreement unless such payments meet funding and program requirement set by the Province of Ontario.

6. INDEMNIFICATION

- 6.1 The Service Provider agrees to indemnify and to save harmless the County, its officers, employees and agents from and against all costs, claims, demands, suits, actions and judgments made, brought or recovered against the County, its officers, employees and agents resulting from any negligent act or omission by the Service Provider in connection with the provision of services pursuant to this Agreement.

7. INSURANCE

- 7.1 The Service Provider shall ensure that all insurance coverage including all the provisions relating to insurance coverage set out in this paragraph are in place prior to the Service Provider commencing the provision of these Services.
- 7.2 The Service Provider shall assume sufficient insurance to cover liability for injury to staff and participants while on the premises or under the supervision of the Service Provider and shall maintain the insurance coverage for the duration of this Agreement. The Service Provider shall at the time of the execution of this Agreement furnish and deposit with the Director of Social Services of the County a Public Liability Insurance Policy issued by an insurance company authorized by law to carry on business in the Province of Ontario and approved by the Treasurer of the County. Such policy, which is to be issued in the joint names of the Service Provider and the County shall have inclusive limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for Bodily Injury and Property Damage resulting from any one occurrence and shall contain a Cross Liability clause of standard wording in a form satisfactory to the County.
- 7.3 The Service Provider shall, at its expense, in the event that it transports program participants, maintain insurance liability for bodily injury and property damage caused by vehicles owned or vehicles not owned by the Service Provider and used in connection with community placements, including Passenger Hazard in the amount of ONE MILLION DOLLARS (\$1,000,000.00), including ONE MILLION DOLLARS -- (\$1,000,000.00) for each occurrence and agrees to indemnify and save harmless the County from all claims, actions, damages, costs or expenses therefrom.

- 7.4 All such insurance policies shall stay in force and not be amended, cancelled or allowed to lapse, without thirty days (30) prior notice to the County.
- 7.5 The Service Provider further covenants and agrees to indemnify and save harmless the County from and against all claims, actions, damages, and demands and costs arising in any matter whatsoever out of, or in conjunction with, the said employment agencies services.

8. CONFIDENTIALITY

- 8.1 All gathering and disclosure of information related to a paid employment placement shall be in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) and all applicable Federal and Provincial human rights legislation, regulations and any other relevant standards.
- 8.2 The Service Provider agrees to ensure that the agency and its employees
- 1) recognize the dignity and worth of every participant and provide for equal rights and opportunities without harassment or discrimination;
 - 2) have a workplace Harassment and Discrimination Policy or an effective, efficient process for identifying and resolving harassment and discrimination issues; and
 - 3) have an Accommodation Policy in accordance with the Ontario Human Rights Code.
- 8.3 The Service Provider agrees to meet with the County staff, on an annual basis or at the pleasure of the County, to fully discuss all matters of confidentiality.
- 8.4 The Service Provider shall not use, at any time during the term of this Agreement, of thereafter, any of the personal information acquired by the Service Provider during the course of carrying out the services provide herein for any purposes other than the purposes authorized in writing by the Director of Social Services.
- 8.5 Failure to comply with Section 8 shall lead to immediate termination of this Agreement.

9. CONFLICT OF INTEREST

- 9.1 Should the Service Provider or anyone associated with the Service Provider have or acquire any pecuniary interest, direct, or indirect, including an interest:
- a) in any contracts or proposed contracts with Municipal or other Corporations; or
 - b) in any contract or proposed contract that it is reasonably likely to be affected by a decision resulting from any recommendations which may be made as a result of the Service Provider, pursuant to this Agreement; that person shall forthwith disclose his interest to the Director of Social Services, who shall report it to the County Council and the County Council shall have the right to decide whether such interest constitutes a conflict of interest; and the County shall have the exclusive right to terminate the services being provided by the Service Provider pursuant to this Agreement as its sole option. Should such a determination be made, the provisions of termination contained in this Agreement shall apply.

10. TERM OF AGREEMENT

- 10.1 This Agreement will commence April 1, 2023 and will expire on March 31, 2024.

11. TERMINATION

- 11.1 Either party may at any time, by notice in writing, suspend or terminate this Agreement at any stage on giving thirty days notice in writing. On receipt of such notice, the Service Provider shall perform no further services other than those reasonably required to complete the service presently in progress as determined by the County but shall forthwith forward to the County any and all records, files, reports, data, documentation or information in the possession of the Service Provider relating to the services provided to date.
- 11.2 Notwithstanding the provisions of this section, where in the opinion of the Director of Social Services or his designate of the County, the Service Provider is in breach of any of the terms of this Agreement or of any of the provisions of any program requirements of the County, this Agreement may be terminated forthwith on written notice by the Director of Social Services.
- 11.3 The agreement is personal to the Service Provider only and, therefore, the Service Provider shall not assign or transfer this Agreement in whole or in part.

12. PROGRAM REVIEW

- 12.1 The County reserves the right, in addition to monitoring, to conduct an evaluation or review to ensure that the Service Provider is complying with the County requirements.

13. APPENDICES

- 13.1 All appendices referred to in this Agreement and attached hereto form part of this Agreement; but should there be any conflict between the clauses contained in the appendices attached hereto, and the clauses contained in the body of this Agreement, the intent of the clauses contained in the body of this Agreement shall prevail.

Appendix A - Fee Schedule

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

SIGNED, SEALED AND DELIVERED at
the City of London, in the County of
Middlesex this 20th day of June, 2023

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**

Cathy Burghardt-Jesson, Warden

Paul Shipway, Acting Clerk

**CHILDREN'S AID SOCIETY OF LONDON
AND MIDDLESEX**

In the presence of:

Witness: _____

Per: _____

Witness: _____

Per: _____

APPENDIX C

Fee Schedule

Terms and Conditions:

The program is approved for services up to a maximum of FIVE HUNDRED (\$500.00) DOLLARS, subject to the submission of an annual report on the number of families and children served,

Funding for this project will be forwarded subject to the conditions stated above on the following dates after this Agreement is signed and duly executed by both parties:

- a) \$500.00 upon execution of this contract by both parties subject to the timely receipt of the financial report as noted above as of September 30, 2023.