

Meeting Date: May 21, 2019
Department: Community Services
Prepared By: Robert Lilbourne, Director
Reviewed By: Greg McClinchey, Chief Administrative Officer
Subject: “Play it Forward” Funding

RECOMMENDATION: THAT: Report CS 16-2019 entitled “Play it Forward” Funding be received for information and further;

THAT: Council approves entering into a contract for the “Play it Forward” program, sponsored by Middlesex County for 2019/2020, subject to Middlesex County funding.

BACKGROUND

In the fall of 2018, a representative from Middlesex Dairy Producers (MDP) began to meet with Middlesex County representatives and Community Services and Parks and Recreation Staff from municipalities within the County. MDP was interested in providing funding to assist families with the cost to enroll their children in sports, similar to the existing “Can I Play Too?” program. This new MDP funded program is called “Play it Forward.”

At a meeting on this subject, held earlier this month, the final details were verbally agreed upon between the County representatives and the municipalities who were present. Highlights are as follows:

- Middlesex County has received the funding directly from MDP, with their initial intention being to run the program for two years. The County will distribute the funding to the participating municipalities once each has signed the attached contract.
- Each municipality will receive the same amount of funding (\$1,750.00) for the initial year (running from April 1, 2019 to March 31, 2020).
- Funding not used by any municipality by the end of 2019 will be directed back to the County for redistribution among other municipalities.
- Play it Forward funds are available for registration costs of three select sports: hockey, soccer and basketball.
- A maximum of 35% of registration fees may be funded through this program.
- The Municipality must provide quarterly summary reports on funds used through this program, similar to reporting for the “Can I Play Too?” program.

COMMENTS

The method for Strathroy-Caradoc to administer this program is exactly the same as the “Can I Play Too?” program in regards to how applications are processed and what type of reports need to be submitted.

Some items in this contract are specific to Middlesex Dairy Producers (MDP), and therefore not included in the existing “Can I Play Too?” program:

- Strathroy-Caradoc is to provide MDP with a monthly or bimonthly list of events occurring within our municipality.
- Strathroy-Caradoc to promote “Play it Forward”, MDP and the “Recharge with Milk Program” on our website and Facebook pages, and other avenues as appropriate
- Strathroy-Caradoc to work with MDP to provide children with nutritious dairy products, such as cheese and milk, where appropriate.

FINANCIAL IMPLICATION

The only direct costs to the municipality for this program are:

- minimal labour to administer and promote this program
- work with the concession operator on maintaining a small inventory of dairy products in our food booth (likely just 2% milk, chocolate milk and cheese strings)

CONSULTATION

Nadine Devin, Interim Library Program Manager & Early Years Project Manager, Middlesex County
Mike Henry, Director of Community Services & Facilities, Municipality of Thames Centre
Cindy Howard, General Manager of Finance & Community Services, Middlesex County
Paul Lattimore, Supervisor of Recreation, Programs and Community Liaison, Strathroy-Caradoc
Scott Mairs, Director of Community Services, Middlesex Centre
Steve MacDonald, Facilities and Recreation Manager, Southwest Middlesex
Steph Towers, Middlesex Dairy Producers

ATTACHMENTS

“Play it Forward” Agreement

AGREEMENT

THIS AGREEMENT made this _____, 2019.

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 –

**THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-
CARADOC** operating the "Play it Forward" financial assistance
program (the 'Program')

Hereinafter called the "Service Provider"
OF THE SECOND PART

WHEREAS the Service Provider is willing to participate in the "Play it Forward" financial assistance program (the 'Program')

WHEREAS the County will distribute funding from the Program to participating Service Providers.

WHEREAS it is the Service Provider's election to direct funds to low income families registering their children in the sports of basketball, hockey or soccer.

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 perform the herein delineated services to low income families.

2. DEFINITIONS

Not applicable

3. TERM OF AGREEMENT

3.1 The Agreement will commence on April 1, 2019 and will expire on March 31, 2020.

4. STATUS AND SERVICES OF SERVICE PROVIDER

4.1 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.

4.2 The Service Provider shall:

- Allocate funding received through the Program to children requiring financial assistance to participate in hockey, basketball or soccer programs within the Municipality or neighbouring participating Municipality. The need for financial

assistance will be determined by referencing the Low-Income Threshold Table;

- Submit quarterly reports to both the County and Middlesex Dairy Producers outlining, at a minimum, the number of children assisted through the Program, and which sports they are participating in;
- Utilize funding only for those children participating in basketball, hockey or soccer;
- Provide Middlesex Dairy Producers with monthly/bimonthly list of events occurring within the Municipality;
- Promote Middlesex Dairy Producers and the Recharge with Milk Program in a positive manner on social media and/or municipal websites and other communication channels as appropriate;
- Promote Play it Forward in a positive manner on social media and/or municipal websites and other communication channels as appropriate;
- Work with Middlesex Dairy Producers to provide children with nutritious dairy products, such as cheese and milk where appropriate.

4.3 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.

4.4 No additional services other than those described herein are contracted for hereunder.

4.5 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.

4.6 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 Program.

4.7 The Service Provider shall provide the County with information, documentation and material as described by this Agreement.

5. OBSERVANCE OF THE LAW AND INDEMNITY

5.1 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.

- 5.2 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.
- 5.3 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.

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. TERMINATION

- 10.1 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.
- 10.2 Notwithstanding the provisions of this section, where in the opinion 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 County.
- 10.3 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.

11. PROGRAM REVIEW

- 11.1 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.

12. 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

Appendix B – Reporting Form

Appendix C - Low Income Threshold Table (2017)

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

**THE CORPORATION OF THE COUNTY
OF MIDDLESEX**

Date

Kurtis Smith, Warden

Date

Kathleen Bunting, County Clerk

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

Name: _____

Title: _____

Date

Signature

APPENDIX A

Fee Schedule

Terms and Conditions:

The program is approved for services up to a maximum of ONE THOUSAND SEVEN HUNDRED AND FIFTY (\$1,750) DOLLARS, subject to the conditions outlined in this agreement.

Funding for this project will be forwarded after this Agreement is signed and duly executed by both parties.

Any funding not utilized by the municipality before December 31, 2019 will be directed back to the County of Middlesex for redistribution among other municipalities.

APPENDIX B
Reporting Form



**Play it Forward Financial Assistance Program
2019-2010 Quarterly Report**

Name of Municipality:

Project Sponsor: Play it Forward

Reporting Period:

<input type="checkbox"/>	Q1	April 1 to June 30
<input type="checkbox"/>	Q2	July 1 to September 30
<input type="checkbox"/>	Q3	October 1 to December 31
<input type="checkbox"/>	Q4	January 1 to March 31

Sport Participation		
Basketball:	Hockey:	Soccer:
This Quarter:	This Quarter:	This Quarter:
Year to Date:	Year to Date:	Year to Date:

Child and Family Participation	
Number of Children Served	Number of Families Served
This Quarter:	This Quarter:
Year to Date:	Year to Date:

Expenditures	
This Quarter:	Year to Date:

Scan and email this report within 5 business days of the end of each quarter to:
dfiddler@middlesex.ca
Corporation of the County of Middlesex
Finance Department

Dated: _____ **Signed:** _____

For office use only
Payment due as per contract: \$ _____
Approved for payment by: _____

APPENDIX C

Low-Income Threshold Table (2017)

Federal Income Table, 2017

The following table applies to all provinces except Quebec.

Table 1 - Low Income Cut-Off (LICO)

Size of Family Unit	Minimum necessary income
1 person (the sponsor)	\$24,949
2 persons	\$31,061
3 persons	\$38,185
4 persons	\$46,362
5 persons	\$52,583
6 persons	\$59,304
7 persons	\$66,027
More than 7 persons, for each additional person, add	\$6,723

Source: <https://www.canada.ca/en/immigration-refugees-citizenship/services/application/application-forms-guides/guide-5482-instruction-fill-financial-evaluation-form-1283.html>