



**2023
Letter of Agreement**

Between

The Regional Municipality of Durham, Children's Services Division
("The Region")

And

The Corporation of the City of Kawartha Lakes
("The City")

The following procedure has been agreed upon for cross-jurisdictional child care:

Definitions:

- "Home municipality" refers to the municipality where the client resides.
- "Host municipality" refers to the municipality where the child receives cross-jurisdictional child care.

Program:

- Cross-jurisdictional cases are to be approved by the Region via the Director, Children's Services Division and the City via Human Services Manager for Social Services or their assigned designates.
- Maximum 10 spaces at any given time may be approved.
- Placement is dependent on the availability of physical and subsidy spaces.
- Approval will be granted only for cases where special needs/exceptional circumstances are warranted.
- Child care enrolment policies (i.e. vacation, illness, maternity leave, withdrawal without notice, etc.) will be followed as per the Host Municipality's policies.

Fees:

- The fee assessment and subsequent case file management will be conducted by the Host Municipality.
- Any changes in fees will be reported to the Home Municipality.
- Clients will pay their portion of fees directly to the child care agency.
- The Host Municipality will pay their portion of the fees directly to the child care agency on a monthly basis, being the difference between the agency's per diem and the parent's fee portion.
- The Home Municipality will receive an invoice on a monthly basis as a charge back situation; payment of such monies shall be within 60 days of receipt of invoice.

Insurance and Indemnification:

- The Region and the City shall each provide and maintain Commercial General Liability Insurance in amounts of at least \$5,000,000 per occurrence.
- The Region and the City should be added to the other party's Commercial General Liability Insurance policy for activities relating to this agreement as an Additional Insured.
- All insurance coverage shall be maintained by the Region and the City throughout the term of the contract and evidence of this insurance, and any renewals thereof, shall be provided upon request.

- The Region and the City shall also indemnify and save harmless the other party from any and all claims, demands, causes of action, loss, costs or damages directly relating to the cross-jurisdictional agreement that the other party may suffer incur or be liable for, resulting from the performance of the obligations under this agreement.

Sharing of Information:

- Any information collected pursuant to this agreement is subject to the rights and safeguards provided for in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- Notice of requests for the other party's information shall be provided promptly to the party for response to the Information and Privacy Commissioner.
- If a request for information is filed with one municipality, they will notify the other of such request in time to make a response if they so choose.

Term:

- This agreement shall be in effect for a term of five years, commencing July 17, 2023 and ending July 17, 2028.
- Either party giving sixty days of written notice to the other can terminate this agreement in its entirety.

General

- Amendments to this agreement must be provided in writing, agreed to and signed by both parties before the amendment will take effect.
- The indemnification provisions will survive the termination of the agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the

_____ day of _____, 2023.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Per:

 Doug Elmslie
 Mayor, City of Kawartha Lakes

 Cathie Ritchie
 Clerk, City of Kawartha Lakes

 Julie Gaskin, RECE,
 Director of Children's Services Division
 The Regional Municipality of Durham

 Date: