

Community Support Centre Services Agreement

This Agreement made as of the 1st day of January, 2022.

Between:

The Corporation of The Town of Tecumseh
[Hereinafter referred to as "Tecumseh"]

OF THE FIRST PART

-and-

The Community Support Centre
[Hereinafter referred to as "CSC"]

OF THE SECOND PART

Whereas:

1. It is desirable to provide public transportation; and
2. CSC provides such transportation within the Town of Tecumseh for persons who are 17+ and travelling for access to medical care; students travelling for access to post-secondary education [Transportation Service].

Now Therefore, in consideration of the terms and conditions in this Agreement, and the sum of one dollar (\$1.00) the Parties agree as follows:

1. Tecumseh agrees to pay CSC the sum of Three Dollars (\$3.00) per paying rider who resides within the Town of Tecumseh for the term commencing January 1, 2022 and concluding December 31, 2023 to a maximum of Fifteen Thousand Dollars (\$15,000). CSC shall invoice Tecumseh at the end of each six (6) month period comprising the aforementioned term based upon actual ridership in the foregoing six-month period.
2. Tecumseh agrees to distribute CSC information and promotional materials through the municipal office.
3. CSC agrees to provide, operate and maintain the Transportation Service, at its sole expense and risk, in an efficient manner on the days and times set out in schedule "A" attached to and forming part of this agreement.
4. CSC shall maintain its transportation vehicles in safe working order and will operate them in accordance with all applicable laws and in accordance with the eligibility requirements of the Ontario Ministry of Health, Erie-St. Clair Local Health Network, *Accessibility for Ontarians with Disabilities Act, 2005* [Act] as amended, and the *Integrated Accessibility Standards Regulation O.Reg. 191/11*.
5. CSC shall ensure that all its employees, agents, volunteers, or others for whom the CSC is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of *Accessible Standards for Customer Service O. Reg. 429/07* [Regulation] made under the Act. CSC shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. CSC shall submit to the Town, as required from time to time, documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training. The Town reserves the right to require CSC to amend its training policies to meet the requirements of the Act and the Regulation.

6. The Parties agree that this agreement shall not transfer any control over or responsibility for CSC or its operations to Tecumseh.
7. CSC shall keep accounting and operating records and shall provide a semi-annual report to Tecumseh indicating unmet demand and cancellations, the total number of clients, trips and the total cost per client per trip.
8. CSC shall indemnify and save Tecumseh harmless from loss, damage, expense and all suits, claims and proceedings, causes of action and demands arising by reason of or in connection in any way with this agreement, the operation or maintenance of the Transportation Service.
9. CSC shall have sole discretion regarding the qualification of individuals to use the Transportation Service and shall implement the eligibility of users for the Transportation Services in accordance with the requirements of the Ontario Ministry of Health and Long Term Care/Erie-St. Clair Local Health and Integration Network requirements.
10. This agreement shall not be construed so as to create any business relationship between the Parties other than that which is expressly stated.
11. Neither Party shall assign this agreement to a third party.
12. This agreement shall be governed by and interpreted according to the applicable laws of the Province of Ontario and Canada.

In Witness Whereof the parties are to have caused the agreement to be signed and sealed and/or executed by their respective officers which are duly authorized as of the date first written above.

Signed, Sealed and Delivered

The Corporation of The Town of Tecumseh

Per: _____
Mayor, Gary McNamara

Per: _____
Clerk, Laura Moy

We have authority to bind the Town

Community Support Centre

Per: _____
Tracey Bailey, CEO

I/We have authority to bind the Corporation.

Schedule A

to the Agreement between

The Corporation of The Town of Tecumseh
- and –
Community Support Centre

Community Support Centre Transit – Hours of Operation

Day	Bus Hours	Office Hours
Monday	7:00 am-5:00 pm	8:30 am-4:30 pm
Tuesday	7:00 am-5:00 pm	8:30 am-4:30 pm
Wednesday	7:00 am-5:00 pm	8:30 am-4:30 pm
Thursday	7:00 am-5:00 pm	8:30 am-4:30 pm
Friday	7:00 am-5:00 pm	8:30 am-4:30 pm