

Community Support Centre Services Agreement

This Agreement made as of the \_\_\_\_ day of \_\_\_\_ 202\_

Between:

The Corporation of The Town of Essex

(hereinafter referred to as the “**Town**”)

Of the First Part

-and-

The Community Support Centre of Essex County

(hereinafter referred to as “**CSC**”)

Of the Second Part

**Whereas** it is desirable to the Town to provide public transportation:

**And Whereas** CSC provides transportation within the Town of Essex for persons aged 17 and over and travelling for access to medical care; post-secondary education, social and shopping services (the “**Transportation Services**”).

**Now Therefore** in consideration of the sum of one dollar (\$1.00), the receipt and sufficiency of which is herein acknowledge and the terms and conditions in this Agreement, the Town and CSC agree as follows:

1. The Town agrees to pay to CSC Three (\$3.00) Dollars per paying rider who resides within the Town of Essex for the term commencing January 1, 2025, and concluding December 31, 2025, to a maximum of Ten Thousand (\$10,000) Dollars. CSC shall invoice the Town at the end of each six (6) month period comprising the aforementioned term based upon actual ridership in the foregoing six (6) month period.
2. The Town agrees to distribute CSC information and promotional materials through the Town’s municipal head office.
3. CSC agrees to provide, operate, and maintain the public Transportation Services 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 as amended (the “**Act**”), and the Integrated Accessibility Standards Regulation O.Reg. 191/11.
5. CSC shall ensure that its employees, agents, volunteers or others for whom 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 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 this Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. CSC shall submit to the Town, as required by the Town from time to time,

documentation describing its customer service training policies, practices, and procedures together with a summary of its training program, 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 requirements of the Act and this Regulation.

6. The Parties agree that this Agreement shall not transfer any control over or responsibility for CSC or its operations to the Town.
7. CSC shall keep accounting and operating records and provide a semi-annual report to the Town indicating unmet demand and cancellations, the total number of riders, trips, and the total cost per rider per trip.
8. CSC shall indemnify and save the Town, and its employees, agents, volunteers and others for whom the Town is legally responsible, 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 and/or the operation or maintenance of the Transportation Services.
9. CSC shall have sole discretion regarding the qualification of individuals to use the Transportation Services and shall implement the eligibility of users for the Transportation Services in accordance with the requirements of Ontario Health requirements.
10. This Agreement shall terminate on December 31, 2025, unless extended by mutual agreement in writing by the Parties hereto.
11. This Agreement shall not be construed so as to create any business relationship between the Parties other than that which is expressly stated.
12. Neither Party shall assign this Agreement to a third party.
13. This Agreement shall be governed by and interpreted according to the applicable laws of the Province of Ontario and Canada.

[signature block on next page]

**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.

The Corporation of the Town of Essex

Per:

Per:

Community Support Centre of Essex County

Per:

Tracey Bailey, CEO

I have authority to bind the Corporation.

## Schedule A

### Community Support Centre Transit – Hours Operation

<b>Day</b>	<b>Bus Hours</b>	<b>Office Hours</b>
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