



Schedule "A" to Bylaw 26-2021

The Corporation of The Municipality of West Grey
Community Services Department - Recreation Division

Community Service Agreement

In consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Elephant Thoughts** (the "service provider") and the Corporation of the Municipality of West Grey ("the municipality" or "West Grey") agree as follows:

The service provider shall provide safe, qualified, effective and efficient delivery of **Summer Camp Program** for the recreation services department the Municipality of West Grey according to terms and conditions contained herein.

Contract Terms And Conditions

Contract Start Date: Monday June 21st 2021

Contract End Date: Monday September 6th 2021

Venue: Riverstone Eco. Retreat

Deliverables and Responsibilities

Deliverable	Details	Party Responsible	Deadline
Staff Training / Orientation	Training and orientation of summer camp and aquatics team	Elephant Thoughts with assistance from West Grey	Friday July 2 nd 2021
Program Advertising	Program advertising (social media, print, radio etc.)	Elephant Thoughts and West Grey	Ongoing as needed
Program Registration	Participant Program Registration	West Grey	Monday September 6 th 2021
Program Planning / Delivery	Delivery and planning of standard camp program including before and after care (as required)	Elephant Thoughts	Monday September 6 th 2021
Aquatics	Bussing and staffing for aquatics Program (1-2 times per week)	West Grey	Monday September 6 th 2021
Program Paperwork / Retention	Program paperwork and retention in accordance with municipal retention bylaw and all relevant legislation	West Grey	Ongoing



Fees Breakdown

Service Name	*Fee (Indicate per Participant, or Service Fee)	West Grey % of Fee	Service Provider % of Fee
Daily Camp Fee	\$10.00 Per Day	50%	50%
Extended Care Fee	\$10.00 Per Day	50%	50%

Fee per participant or service fee may vary dependent on municipal discounts and/or non-resident fees. Total revenue split shall be based upon total revenue generated fees

Service Schedule and General Information

The Program will operate in conjunction with Elephant Thoughts and West Grey to run an outdoor eco retreat and science camp providing accessible child care to residents of West Grey and surrounding areas. Given the subsidized nature of the program residents will be asked to sign up for a maximum of one week per participant with the ability to request additional weeks following registration close.

The summer camp program will operate eight one week programs (five day cohorts with the exception of holidays) between Monday June 28th 2021 to Friday September 3rd 2021. An Additional two weeks may be added pending registration status. The standard camp day will operate between 8:30am – 4:30pm with before and after care being offered from 7:30am-6:00pm.

West Grey will provide four summer program staff, uniforms, PPE, and basic program supplies Elephant Thoughts will operate the program delivery providing training, programming, supplies, and supervision / support staff as needed.

Contract Provisions:

- Insurance** - The service provider will provide and maintain Commercial General Liability Insurance in the minimum amount of \$2,000,000.00 during the full term of this service agreement and any extension thereof, naming the municipality as Additional Insured and shall submit to the municipality a completed Certificate of Insurance Coverage form for approval. If this agreement is extended, an updated certificate of insurance shall be due on the commencement of the extension.
- Indemnity** - The service provider shall be liable for, and indemnify and save harmless the municipality from any and all losses, liabilities, damages, costs, claims, suits or actions arising from the provision of the service(s) identified above.
- Vulnerable Sector Checks** - It is agreed that any person working with children, youth, or vulnerable peoples on behalf of the service provider must produce a vulnerable sector check one (1) week prior to the start of the program. The service provider shall ensure that each person is clear from any past, present activity or charge that may hinder the program provider’s ability to perform his/her duties; that is contrary to good morals, honesty and justice; or could



damage the reputation of the municipality. The undersigned understands and agrees to abide with this standard failing which the municipality shall be entitled to terminate this agreement.

4. **Qualifications** - It is agreed that all representatives of the service provider who are working with program participants shall hold current Standard First Aid with CPR Level C certification and HIGH FIVE®: Principles of Healthy Child Development where applicable. The service provider shall maintain a copy of all certifications which shall be provided to the Parks and Recreation department of the municipality upon request.
5. **Orientation** - Prior to the beginning of the contract term or before any program/service shall be provided the service provider shall be required to have an orientation of all program facilities that the program/service provider will be using on Municipality of West Grey premises. This orientation shall then be directly delivered by the service provider to each designate/staff providing the program/service. If this agreement is extended this orientation must be reviewed on an annual basis and will include but not be limited to:
 - a. Location of emergency exits
 - b. Location of phone, AED machines, fire extinguishers & first aid equipment
 - c. Understanding the role of Municipality of West Grey staff in an emergency
6. **Quality of service** - The service provider agrees to provide qualified service and instruction, and all necessary materials on dates and times as advertised to the public. The municipality reserves the right to assess programs and customer satisfaction in an effort to ensure quality of service. The service provider represents that it is qualified to deliver the service and shall perform the service with all reasonable skill and competence.
7. **Confidentiality** - The service provider may receive confidential information on participants in the form of class lists and attendance sheets. This information is for program use only and cannot be shared with the general public or be used for any purpose outside of program or service delivery. These documents must be returned to the municipality at the end of every program session.
8. **Program Interruptions** - If either party is delayed or interrupted or prevented from the service or its obligations to this contract by reason of an act of God, excessive rain or other adverse weather conditions endangering safe operation of equipment, fire, flood, war, public disaster, strikes or labour difficulties, government enactment, regulating on order or any cause beyond its control, such party shall not be liable to the other, and parties shall, if so desired and agreed where feasible make such further arrangements as are mutually satisfactory to the parties to carry out the purpose and intent of this agreement.
9. **Program cancellations** - The municipality shall have the right, upon **14 days'** (two weeks) notice to cancel the Community Service Agreement in the event of insufficient registration/interest to run the service(s) outlined in this agreement. The recreation department inform the service provider indicating the cancellation of the Service(s) outlined in the agreement. If the service(s) included in this agreement are cancelled, it is understood that there will not be any funding provided to the service provider, and the municipality will refund any registration fees to participants who registered for the cancelled service(s) as per department refund procedures.
10. **Payment processing** – Following program end date, the Municipality will process any payments due to the service provider outlined in this agreement to **Elephant Thoughts** for the service



provider portion of the fee as listed above. The Municipality shall not be invoiced for any other costs or services that are not stated in this agreement.

11. **Absenteeism** - The service provider shall replace an absent instructor, if applicable, with a qualified suitable staff member and notify the recreation department. The service provider shall notify the Municipality of any class cancellations, if applicable, and make every effort to make-up for missed classes or refund the participants for missed classes.
12. **Exclusivity** - Nothing herein is intended nor will be construed as an exclusive arrangement with the Municipality or Service Provider. This agreement will not restrict the recreation department from acquiring similar, equal or like services from other sources.
13. **Laws & Regulations** - The service provider shall ensure they are providing and delivering services under the guidelines indicated in the Laws & Regulations section of this agreement.
14. **Reporting Requirement** - The recreation department will be notified at the earliest opportunity of any of the following occurrences relating to this agreement:
 - a. Complaint about the service and action taken by the service provider;
 - b. Changes to the service provider's representative handling the service;
 - c. Cancellation of a service due to absence, make-up dates or refunds.
 - d. Participant injury or concern
15. **Registration** - Municipality of West Grey Recreation department shall administer any participant registration and general inquiries and reserves the right to cancel the service for any reason whatsoever.
16. **Termination of Agreement** – The Municipality reserves the right to terminate this agreement immediately without notice, if it determines, in its sole and absolute discretion, that the service provider fails is in default of any provision of this agreement.
17. **COVID-19** - In the course of the performance of its obligations under this Agreement, the service provider shall be fully responsible to comply with all applicable federal, provincial and municipal legislation, public health orders, directives, guidelines, policies and recommendations, as may be enacted or otherwise put into effect or issued, from time to time, by the government of Canada, the Province of Ontario, local municipalities and local public health units, in connection with the management of the COVID-19 pandemic. The service provider shall provide the Municipality with evidence of the Service Provider's compliance with this section upon request.. service providers must submit a reopening plan to illustrate compliance with regional and provincial health requirements as well as individual governing organizations (i.e. provincial & national sports organizations) where applicable
18. **Virtual Programming** - the service provider shall provide adequate training for all its representatives who will be conducting virtual programs; the Service Provider shall submit the training agenda to the municipality. The municipality reserves the right to attend any virtual sessions offered under this agreement.



Laws & Regulations

Both parties shall comply with all relevant federal, provincial, and municipal statutes, regulations, acts and bylaws, and the “Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)”, pertaining to the work.

In addition, pursuant to Ontario Regulation 429/07, Accessibility Standards for Customer Service, as provided for under the Accessibility for Ontarians with Disabilities Act (AODA), every person who deals with members of the public on behalf of the Municipality must receive training with respect to the provision of service to persons with disabilities.

The Municipality shall be responsible for ensuring compliance with all relevant regulations, acts and bylaws pertaining to the work by its employees, agents or affiliates engaged in this contract.

Elephant Thoughts (Service Provider)

Service Provider Representative (Printed) _____

Service Provider Representative (Signature) _____

Date: _____

I have the authority to bind the Service Provider.

The Corporation Of The Municipality Of West Grey

CAO / Deputy Clerk (Laura Johnston) _____

Date: _____

Mayor Christine Robinson _____

Date: _____

We have the authority to bind the Corporation.