

Schedule "A"

**GENERAL INSURANCE SERVICES AGREEMENT FOR
THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

THIS AGREEMENT made in duplicate this day of , 2026.

B E T W E E N:

**THE CORPORATION OF THE CITY
OF SAULT STE. MARIE**

(herein referred to as the "Municipality")

- and -

INTACT PUBLIC ENTITIES INC.

(herein referred to as the "Broker/Insurer")

THIS AGREEMENT WITNESSETH THAT in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

1. TERM

This agreement (the "Agreement") shall be for a term of five (5) years commencing February 28, 2026 and ending February 28, 2031 (the "Term"), provided that this Agreement is not previously cancelled or terminated by the City in accordance with this Agreement, by operation of law or otherwise, and further provided that the Broker/Insurer has faithfully complied with and performed all of the covenants and conditions as set out in this Agreement on its part to be performed during the Term.

The Services would automatically extend for another two (2) terms, each consisting of one (1) year on the same terms and conditions unless the City provides notice ninety (90) days prior to the expiry of the Term that it desires to terminate the Agreement at the end of the Term or Renewal Term.

2. DESCRIPTION OF WORK

The work (the "Work") shall consist of:

- (1) Provide all that is necessary and required to perform all the work shown and described in this Agreement and the Contract Documents, attached as **Schedules "A" and "B"** to this Agreement.

3. DOCUMENTS

- (1) The following list is an exact list of the Contract Documents referred to in Section 2(1) of this Agreement:
 - (a) Bid Submission for General Insurance Services City of Sault Ste. Marie – File #2025LGL-02-P (the "Proposal"); and
 - (b) Request for Proposal – General Insurance Services for the City of Sault Ste. Marie – File #2025LGL-02-P (the "RFP").
- (2) In the event of a conflict or inconsistency between the Proposal and the

RFP, the RFP shall prevail.

4. EXECUTION OF WORK

- (1) The Broker/Insurer shall always carry out the Work in a diligent manner.
- (2) No information about any account shall be given to any person or entity by the Broker/Insurer either during or after the Term unless prior written authorization to do so has been provided by the Municipality, and only then, in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. Upon expiry of this Agreement, the Adjuster shall provide to the Municipality all accounts and related documentation pertaining to such accounts.

5. PAYMENT FOR SERVICES

- (1) The Broker/Insurer shall invoice the Municipality annually for the Work performed for the Municipality at the rates outlined in the Proposal for Year 1 in the Term (February 28, 2026 – February 28, 2027). For Year 2 (February 28, 2027 – February 28, 2028), Year 3 (February 28, 2028 – February 28, 2029), Year 4 (February 28, 2029 – February 28, 2030) and Year 5 (February 28, 2030 – February 28, 2031), the pricing for all insurance coverage as set out in the Proposal shall be set forth in the Renewal Documents and Renewal process deliveries and timelines shall proceed in accordance with Item 3 of the Bid Submission.
- (2) In the event that the City is not satisfied with the Renewal terms proposed for Years 2 – 5 inclusive in the Term, the City may terminate this Agreement without cause or reason by giving the Insurer thirty (30) days' written notice.
- (3) The Insurer/Broker may request additional payments throughout the Term for Endorsements, changes to the policy. This is applicable only if the City adds any additional property, rents equipment, or makes other additions to the assets of the Corporation. Such requests shall be completed by way of a formal invoice form.

6. TERMINATION OF AGREEMENT

- (1) In the event that the Broker/Insurer breaches any provision of this Agreement, the Municipality shall notify the Broker/Insurer in writing of the nature of said breach, and the Broker/Insurer shall be given fifteen (15) days to remedy the violation. If the Broker/Insurer has not remedied the violation to the satisfaction of the Municipality at the expiration of fifteen (15) days from such notification, the Municipality, at its sole discretion and without prejudice to any other remedy available to the Municipality, may:
 - (a) Waive the breach;
 - (b) Make any other mutually agreeable arrangement with the Broker/Insurer; or
 - (c) Terminate this Agreement pursuant to Section 6(3) of this Agreement.
- (2) In addition to Section 6(1) of this Agreement, where any breach of this Agreement is waived, such waiver may be made in whole or in part without prejudice to the waiving party's rights in any subsequent breach of any provision of this Agreement. A waiver shall be binding on the waiving party only if it is in writing.
- (3) The City may terminate this Agreement, without cause or reason, by giving the Broker/Insurer thirty (30) days written notice.

- (4) In the event that the City provides notice pursuant to Section 1 or Section 6(3) of this Agreement that the City is terminating this Agreement, the parties hereto acknowledge and agree that the Broker/Insurer shall automatically extend insurance coverage on the same terms and conditions for a period of ninety (90) days following receipt of the said notice by the City if so requested by the City ("Extended Term"). This Extended Term shall automatically end following ninety (90) days from the date notice was given by the City or when the City secures alternate coverage if that occurs earlier.

7. LIMITATIONS OF LIABILITY

The Municipality shall not be liable or responsible in any way for an injuries or damages whether physical or economic, direct or consequential, of any kind (including death) that may be suffered or sustained by the Broker/Insurer or any of its officers, employees, agents contractors or any other person, howsoever caused.

8. INDEMNIFICATION

The Broker/Insurer shall indemnify and save harmless the Municipality, its members of council, officers, employees, agents and contractors, from all manner of penalty, claims, losses, costs, expenses, actions or proceedings of any kind or nature whatsoever, arising from or related to anything done or omitted to be done directly by the Broker/Insurer or by its officers, employees, agents or contractors in connection with the performance of the Broker/Insurer's obligations under this Agreement or from this Agreement.

9. INSURANCE

- (1) The Broker/Insurer shall ensure that all insurance coverage including all provisions relating to insurance coverage set out in this section are in place prior to the commencement of Services pursuant to this Agreement.

(2) Commercial General Liability

The Broker/Insurer shall, during the Term of this Agreement, and any renewal thereof, at its own expense, maintain in effect, with an insurer licensed to do business in Ontario, Commercial General Liability Insurance satisfactory to The Corporation of the City of Sault Ste. Marie and underwritten by an insurer licensed to conduct business in Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$10,000,000 per occurrence
- (b) Add The Corporation of the City of Sault Ste. Marie as an Additional Insured with respect to operations of the Named Insured
- (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit of not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- (e) Products and completed operations coverage
- (f) Contractual Liability
- (g) The policy shall provide 30 days prior notice of cancellation

Professional Liability Insurance

The Broker/Insurer shall take out and keep in force Professional Liability Insurance in the amount of \$10,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under the Agreement. The policy SIR/Deductible shall not exceed \$25,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to The Corporation of the City of Sault Ste. Marie. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to The Corporation of the City of Sault Ste. Marie. The Corporation of the City of Sault Ste. Marie has the right to request that an Extended Reporting Endorsement be purchased by the Adjuster at the Adjuster's sole expense.

Primary Coverage

The Broker/Insurer's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the City.

Certificate of Insurance

The Adjuster shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

10. ASSIGNMENT

The Broker/Insurer shall not assign this Agreement or any portion thereof without the prior written consent of the Municipality. In the event that the Municipality consents to such assignment, the Broker/Insurer shall ensure that any assignee undertaking any of the Broker/Insurer's obligations hereunder shall be bound by the terms of this Agreement. The Broker/Insurer shall not be released of its obligation to the Municipality by reason of the assignment, and the Broker/Insurer shall be deemed liable for any breach of this Agreement, or any legislation or regulation, committed by the assignee.

11. MUNICIPALITY AND BROKER/INSURER CONTACT PERSONS

The following contact persons and addresses shall be used by all Parties for all matters in this Agreement that require the Parties to send documentation to a Party, or to contact a Party:

The Corporation of the City of Sault Ste. Marie
Shelley Olar
Risk Manager
99 Foster Drive P6A 5X6
Sault Ste. Marie, Ontario P6A 5N1
Telephone: (705) 759-5768
Email: s.olar@cityssm.on.ca

Intact Public Entities Inc
Alexandra Weed
Regional Manager Ontario North, Municipal and Public Administration
278 Pinebush Road, Suite 200
Cambridge ON N1T 1Z6

12. AMENDMENTS

The Municipality and the Broker/Insurer hereby acknowledge and agree that any future amendments to this Agreement must be made in writing and signed by both Parties.

13. ENTIRE AGREEMENT

The Broker/Insurer acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement other than as set out in this Agreement and the Contract Documents, which constitutes the entire agreement between the Parties and which may be modified only as set out in Section 13 of this Agreement.

14. SUCCESSORS

The provisions of this Agreement shall be binding upon, and enure to the benefit of, the Parties and their respective successors and, where applicable, permitted assigns.

15. GOVERNING LAW

The Parties hereto acknowledge and agree that this Agreement is made in the Province of Ontario and the Courts of the Province of Ontario shall have jurisdiction in reference to any matters herein.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement this day of , 2026.

Per: _____
Name:
Position:

I have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per: _____

Per: _____

We have the authority to bind the Corporation