

THIS AGREEMENT made this 1st Day of April, 2024 (“the Effective Date”);

BETWEEN:

The City of Elliot Lake, Ontario
(hereinafter referred to as the “Town”)

AND

SAULT AREA HOSPITAL
(hereinafter referred to as the “SAH”)

WHEREAS it is the intention of the parties to enter into an agreement for the provision of communication (call taking and alerting or dispatching) services to the Town by the Sault Ste. Marie Central Ambulance Communications Centre (hereinafter referred to as the “CACC”), which is operated by and under the authority of SAH (hereinafter referred to as the “Contract” or the “Agreement”).

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained in this Agreement and subject to the terms and conditions set forth in this Agreement, the parties agree as follows:

1.0 SERVICES PROVIDED BY CACC

- (a) The CACC shall provide services under this Agreement in accordance with Schedule A of this Agreement.
- (b) Despite sub-clause 1 (a), at any time during the Term of this Agreement SAH shall be entitled to amalgamate the CACC with one or more other Central Ambulance Communications Centres.
- (c) Where SAH intends to amalgamate the CACC in accordance with sub-clause 1 (b), SAH shall give the other party 90 days' Notice of this intention. SAH shall indicate, in such Notice or as soon as practicable thereafter, which Central Ambulance Communications Centre is to be the operator of the new amalgamated Central Ambulance Communications Centre (hereinafter referred to as the "Amalgamated CACC").
- (d) Where, in this Notice or thereafter, SAH indicates that the operator of the Amalgamated CACC will be SAH, the parties shall continue to act in accordance with this Agreement despite and subsequent to the amalgamation;
- (e) Where, in this Notice or thereafter, SAH indicates that the operator of the Amalgamated CACC will not be SAH,
 - i. the Town may terminate this Agreement at any time after receipt of such Notice, in accordance with sub-clause 1 (f);
 - ii. at such time and in such manner as SAH directs, SAH shall, assign all of the rights and obligations of the Sault Ste. Marie CACC in respect of this Agreement to the Amalgamated CACC, at which time the provisions of this Agreement shall apply, allowing for the necessary changes, to the Amalgamated CACC as though it were the CACC; and transfer to the Amalgamated CACC all equipment at the Sault Ste. Marie CACC owned or purchased by the Town and used for the purposes of this Agreement.
 - iii. immediately upon the assignment and transfer referred to in paragraph 1 (e) (ii), the Sault Ste. Marie CACC shall cease to have any rights or obligations in respect of this Agreement;
 - iv. despite paragraph 1 (e) (i) and paragraph 1 (e) (iii), nothing in this sub-clause shall affect the obligations of SAH and the Town under clause 16 all of which shall survive. In addition, this paragraph shall survive the expiry or termination of this Agreement.
- (f) (i) Where the Town intends to terminate this Agreement under paragraph 1 (e) (i), the procedure set forth in clause 13 shall apply, except 13(c). Rather, the Town shall give SAH 90 days' Notice of its intention to terminate, after which time this

Agreement shall automatically terminate.

(ii) Where the Town did not give the Notice referred to in paragraph 1 (f) (i), this Agreement shall not terminate and the parties shall continue to act in accordance with this Agreement.

2.0 REPAIR AND MAINTENANCE OF EQUIPMENT

- (a) Despite sub-clause 1 (a), the CACC may stop supplying some or all of the services set forth in Schedule A of this Agreement if the CACC cannot supply the services due to the mechanical or other similar failure of any equipment used by the CACC, regardless of the ownership of that equipment.
- (b) Where the CACC stops supplying services in accordance with sub-clause 2 (a), SAH shall give Notice forthwith to the Town of this fact and shall repair or cause to be repaired the equipment as soon as practicable unless the equipment has been purchased or is owned by the Town and installed at the CACC by the Town. In the latter case, SAH shall give the Town Notice forthwith of the fact that it has stopped supplying the services and shall request that the Town repair the equipment as soon as practicable.
- (c) The Town shall continue to own and be responsible for the repair and maintenance of all equipment purchased for this Agreement by the Town and installed at the CACC. However, aside from the Town's repair and maintenance responsibility under this sub-clause, the Town shall not be entitled to exercise any other rights in respect of such equipment during the Term of this Agreement.
- (d) Where the equipment used by the CACC to provide any services under this Agreement cannot be repaired within a reasonable time, as soon as reasonable under the circumstances,
 - i. the Town will provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by the Town; and
 - ii. SAH shall provide the CACC with proper substitute equipment, where the equipment that cannot be repaired was purchased or owned by SAH,

3.0 SERVICES PROVIDED BY TOWN

The Town shall provide services in accordance with Schedule B of this Agreement.

4.0 JOINT STEERING COMMITTEE

- (a) The parties shall establish a Joint Steering Committee (hereinafter referred to as the “Committee”).
- (b) The Committee shall be composed of representatives from the CACC, the City of Elliot Lake (appointed under sub-clause 5 (b)), and Sault Area Hospital and the Town.
- (c) The Committee shall act on each matter by a majority vote of its representatives, unless otherwise agreed to from time to time by such representatives or by the parties.
- (d) The functions of the Committee shall be: to monitor this Agreement, including the services to be provided under it; to mediate in respect of disputes or other matters relevant to this Agreement that are brought before it by a party; and to consider and, where appropriate, to make recommendations on any matter relevant to this Agreement that is brought before it by a party.
- (e) No decision, determination or suggestion by the Committee, including but not limited to any Committee mediation proposal and any recommendation in a Committee report, shall be binding on the parties.
- (f)
 - (i) The Committee shall meet at least once in every year during the Term of this Agreement, but at any time a party may give Notice to the Secretary of the Committee that it wishes the Secretary to convene a meeting to discuss any matter relevant to this Agreement.
 - (ii) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the Notice sent under paragraph 4 (f) (i). The time and location of the meeting shall be at the mutual convenience to the representatives on the Committee.
 - (iii) The Committee may, but is not required to, issue a report to the representatives on the Committee within such time as is agreed to by the representatives. The report shall set out the issues, the recommendations of the Committee and any other matter relevant to such issues as is mutually agreed to by the representatives.

5.0 PARTICIPATING FIRE DEPARTMENT

- (a) The fire department for which the CACC is to provide call taking and alerting services under this Agreement is the Elliot Lake Fire Department.
- (b) For the purpose of sub-clause 4 (b), the Town shall appoint a representative on the Committee for the Town. Accordingly, for the purposes of all matters arising under this Agreement the representative shall among other things, act as the sole spokesperson for the fire department and act as its sole liaison with the CACC, the Committee and SAH.

6.0 FEES

- (a) The Town shall pay SAH an annual fee, payable in advance, billed annually (and prorated if applicable). The fee may increase annually to correspond with payroll increases per employee contracts.
- (b) SAH shall send to the Town an invoice in respect of the amount owing for annual fees prior to the end of each fiscal year during the Term of this Agreement.

7.0 ANNUAL FEES FOR TERM OF AGREEMENT

Annual fees for the Term of the Agreement:

Year	Annual Fee
Year 1 (2024-25)	\$2,361.81
Year 2 (2025-26)	\$2,420.86
Year 3 (2026-27)	\$2,481.38
Year 4 (2027-28)	\$2,543.41

8.0 INVOICES

All amounts payable under this Agreement shall be paid no later than 30 days from the date when an invoice for such amounts has been sent to the party obligated to pay.

9.0 TERM AND RENEWAL

- (a) This Agreement shall commence on April 1, 2024 and continue for a period of four years (hereinafter referred to as the “Term”), so that it will expire at 11:59 P.M. on March 31, 2028 (hereinafter referred to as the “Expiry Date”), or the date of termination of the Agreement in accordance with its terms;
- (b) Where the Town wishes to renew this Agreement, the Town shall give Notice of such wish to

SAH at least 90 days prior to the Expiry Date of this Agreement. Where such Notice has been given, the parties may renew this Agreement on such terms and conditions as they may mutually agree on.

10.0 PERFORMANCE, BREACH AND AMENDMENT

- (a) Where a party;
 - (i) is dissatisfied with the performance under this Agreement of the other party, or
 - (ii) considers that the other party is in breach of this Agreement, or
 - (iii) wishes to amend this Agreement or any term of any Schedule of this Agreement, that party may give Notice to the Secretary of the Committee that it wishes the Secretary to convene a meeting of the Committee to discuss the matter.
- (b) Where a party gives Notice to the Secretary under sub-clause 10 (a), that party shall also give Notice at the same time to the other party whose performance or breach, as the case may be, is of concern to the party giving Notice. The Notice to the other party shall call on the other party to correct the performance or breach to the satisfaction of the party giving Notice within 30 days of the issuance of the report issued under sub-clause 10 (d).
- (c) The Secretary shall arrange a meeting of the Committee within 2 weeks of receipt of the Notice sent under sub-clause 10 (a). The meeting time and location shall be of mutual convenience to the representatives on the Committee.
- (d) The Committee shall issue a report to the representatives on the Committee within 2 weeks of the meeting. The report shall set out the issues, the recommendations of the Committee and any other matter relevant to such issues as is agreed to by the representatives on the Committee.
- (e) Despite sub-clause 10 (a), all parties may mutually agree to amend any term of this Agreement, or any term of any Schedule of this Agreement, by a joint letter signed by all parties, rather than by the procedure set forth in this clause. The joint letter will be appended to, and shall form part of this Agreement.
- (f) Until this Agreement or any Schedule is amended under this clause, all the provisions of this Agreement and the Schedules shall remain in full force and effect. However, the parties may agree to an amendment that has retroactive effect.

11.0 TERMINATION FOR CAUSE

Having regard to paragraph 10 and sub clauses 10 (a) and 10 (b), where the performance or breach of a party is not corrected, to the satisfaction of the party giving Notice, within 30 days of the issuance of the report under sub-clause 10 (d), the party giving Notice may terminate this Agreement by giving the other party 90 days' Notice of the party's intention to terminate, after which time this Agreement shall automatically terminate.

Where no such Notice is given, this Agreement shall continue in full force and effect. All sub-clauses in paragraph 13: Town Obligations Upon Termination also apply to this paragraph 11.

12.0 TERMINATION FOR CONVENIENCE

Either party may terminate the Agreement, without cause, upon providing six (6) months' written Notice to the other party. All sub-clauses in paragraph 13: Town Obligations Upon Termination also apply to this paragraph 12.

13.0 TOWN OBLIGATIONS UPON TERMINATION

On termination of the Agreement, the Town shall, in addition to its other obligations under the Agreement and at law:

- (a) execute such documentation as may be required by SAH to give effect to the termination of the Agreement;
- (b) comply with any other instructions provided by SAH, including but not limited to instructions for facilitating the transfer of its obligations to another party; and
- (c) the Town shall remove from the CACC all equipment purchased or owned by the Town.

13.0 (a), (b) and (c) shall survive any termination of the Agreement.

- (d) Town Payment Upon Termination. On termination of the Agreement, the Town shall only be responsible for the payment of the services provided under the Agreement up to and including the effective date of any termination.

- (e) Termination in Addition to Other Rights. The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of SAH under the agreement, at law or in equity.

14.0 NOTICE

Any notice, invoice or other communication (hereinafter referred to as a "Notice") required or permitted under this Agreement to be given or sent by a party shall be written and shall be deemed to have been sufficiently given or sent 5 business days after such Notice shall have been mailed postage prepaid, or 24 hours after such Notice shall have been delivered by hand or electronic mail.

Any Notice shall be addressed or delivered, in the case of SAH, to:

Brad McClelland
CACC Manager
65 Old Garden River Rd. Floor 1
Sault Ste. Marie, ON

P6B 5A5

E-mail: McclellandB@sah.on.ca

And, in the case of Elliot Lake Fire Department to:

The City of Elliot Lake

Fire Department

55 Hillside Drive North

Elliot Lake, ON

P5A 1X5

E-mail: jthomas@city.elliotlake.on.ca

15.0 EMPLOYEES AND AGENTS OF CACC AND AMALGAMATED CACC PERSONNEL

- (a) For the purpose of this Agreement, all CACC personnel shall at all times be deemed to be employees or agents only of SAH, and not employees or agents of the Town.
- (b) Where SAH amalgamates the CACC under sub-clause 1 (b), for the purposes of this Agreement all Amalgamated CACC personnel shall at all times be deemed to be employees or agents only of the operator of the Amalgamated CACC, and not employees or agents of the Town. For greater certainty under this sub-clause, the employees or agents of the Amalgamated CACC shall be deemed to be the employees or agents of SAH only where the Amalgamated CACC is operated by SAH.

16.0 LIABILITY, INDEMNITY AND INSURANCE

- (a) Liability

The parties hereto covenant and agree that the Sault Area Hospital shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lock-outs, or by any other cause which is unavoidable or beyond its reasonable control, or in any event for consequential damages. No work, service or liability on the part of the Sault Area Hospital except that specifically mentioned herein is included or intended.

- (b) Indemnity

“Indemnified Parties” means all organizations participating in the contracted services including directors, officers, agents, appointees, and employees of SAH. The Town hereby agrees to defend, indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury, intellectual property breach and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Town, its subcontractors or their respective directors, officers, agents, employees, partners,

affiliates, volunteers or independent contractors in the course of performance of the Town's obligations under, or otherwise in connection with, the Contract. The Town further agrees to defend, indemnify and hold harmless the Indemnified Parties for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the SAH, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract.

(c) Insurance

The Town hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Town would maintain including, but not limited to, the following:

- (i) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence, products and completed operations aggregate. The policy is to include the following:
 - the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Town's obligations under, or otherwise in connection with, the Contract
 - contractual liability coverage
 - cross-liability clause
 - employers liability coverage (or compliance with the paragraph below entitled "Proof of W.S.I.B. Coverage" is required)
 - 30 day written Notice of cancellation, termination or material change
 - tenants legal liability coverage (if applicable and with applicable sub-limits)
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles
- (ii) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than \$2,000,000 per claim and in the annual aggregate.

(d) Proof of Insurance

The Town shall provide SAH with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Agreement and confirm the required coverage, before the execution of the Agreement by SAH, and renewal replacements on or before the expiry of any such insurance. Upon the request of SAH, a copy of each insurance policy shall be made available to it. The Town shall ensure that each of its subcontractors obtains the same insurance coverages required of the Town under the Agreement and that the SAH is named as additional insureds with respect to any liability arising in the course of performance of the subcontractor's

obligations under the subcontract for the provision of the services.

(e) Proof of W.S.I.B. Coverage

If the Town is subject to the Workplace Safety and Insurance Act (“WSIA”), it shall submit a valid clearance certificate of WSIB coverage to the SAH prior to the execution of the Agreement by SAH. In addition, the Town shall, from time to time at the request of SAH, provide additional WSIB clearance certificates. The Town covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term, under the WSIA, failing which SAH shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Town or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Town pursuant to the Contract together with all costs incurred by SAH in connection therewith.

(f) Town Participation in Proceedings

The Town shall, at their expense, to the extent requested by SAH, participate in or conduct the defence of any proceeding against any Indemnified Parties referred to in this section 16 and any negotiations for their settlement. SAH may elect to participate in or conduct the defence of any such proceeding by notifying the Town in writing of such election without prejudice to any other rights or remedies of the SAH under the Contract, Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other’s counsel. The Town shall enter into no settlement unless it has obtained the prior written approval of SAH. If the Town are requested by SAH to participate in or conduct the defence of any such proceeding, SAH agrees to co-operate with and assist the Town to the fullest extent possible in the proceedings and any related settlement negotiations. If SAH conducts the defence of any such proceedings, the Town agree to co-operate with and assist SAH to the fullest extent possible in the proceedings and any related settlement negotiations. This paragraph shall survive any termination or expiry of the Contract.

IN WITNESS WHEREOF the parties hereto have executed the Agreement effective as of the date first above written.

SAULT AREA HOSPITAL

**THE CITY OF ELLIOT LAKE,
ONTARIO**

Name: Devon Clark

Name: _____

Title: Director, Facilities

Title: _____

Signature: 

Signature: _____

Date: April 19, 2024

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

SCHEDULE A

Sault Ste. Marie CACC will provide:

- Call-taking and alerting services as per the CACC's Fire Call Taking & Alerting Policy & Procedure Manual (Vehicle/radio monitoring will be provided).
- Voice recording of telephone, radio and paging communications, if technically possible.
- A pager testing program for the fire department, performed upon request by the department.
- Sault Ste. Marie CACC will also continue to work together with the Town to develop policies and procedures with respect to call-taking and alerting the fire departments.

SCHEDULE B

The Town will:

- Train all new staff on how to call-take and alert fire departments and fund same. This is for back up reasons. Departments' needs to plan self-dispatch if necessary.
- Ensure that service area maps used by the CACC for call-taking and alerting the City of Elliot Lake Fire Department is always up-to-date, i.e., municipal roads, name changes etc.
- Assist Sault Ste. Marie CACC for Sault Area Hospital with the development of policies and procedures relating to fire call-taking and alerting as needed.
- Maintain a current copy of the City of Elliot Lake Fire Department Emergency Fire Service Plans and Programs and provide training to the CACC dispatchers in its use.
- Maintain a current list of the City of Elliot Lake Fire Department members and contact numbers.