

THIS AGREEMENT made this 01 day of June, 2015
BETWEEN:

OTTAWA POLICE SERVICES BOARD
(hereinafter referred to as the “Board”)

AND

INSURANCE COMPANY
(hereinafter referred to as the “Company”)

WHEREAS Ottawa Police Services (the “Service”) prepares a Motor Vehicle Collision Report (Form 401) (the “Report”) with respect to all reportable collisions that occur within the City of Ottawa;

AND WHEREAS on occasion the Company will wish to obtain a copy of a Report from the Service when one of its insured is involved in a reportable collision;

AND WHEREAS provided an insured has given his/her consent, the Board is prepared to provide the Company with copies of Reports pursuant to the terms and conditions contained in this Agreement;

NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants and agreements herein, the parties hereto hereby covenant and agree as follows:

1. **Term of Agreement**

- (a) This Agreement shall commence on the date of execution stated above and shall continue in force for three (3) years (the “Term”), unless terminated earlier in accordance with this Agreement. Upon expiry of the Term, the Board may, in its sole discretion and on giving six (6) months written notice to the Company prior to the end of the Term, extend the Term of the Agreement for an additional three (3) year term (the “Extended Term”).
- (b) Either party may terminate this Agreement for any reason by providing the other party thirty (30) days prior written notice. Upon such termination, the Board shall invoice the Company for any outstanding fees owing to the Board by the Company and the Company shall pay such outstanding fees in accordance with the Payment Terms set out in section 3 herein.

2. **Report Distribution**

- a) When a collision involving the Company's insured is reported to a Collision Reporting Centre, provided the insured has given his/her consent, the Board shall provide to the Company, in electronic format, one (1) copy of the Report, one (1) copy of the insured's statement together with four (4) colour photographs of the vehicle belonging to the Company's insured. The four photographs shall be taken from each corner of said vehicle in order to provide a 360-degree view of the vehicle.
- b) When a collision involving the Company's insured is reported to a Patrol Officer, provided the insured has provided his/her consent, the Board shall provide to the Company, in electronic format, one (1) copy of the Report and one(1) copy of the insured's statement.
- c) Despite sections 2(a) and (b) above, Board disclosures of documents to the Company are subject to any restrictions imposed by law, including, but not limited to, the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario)
- d) The Board shall use all reasonable efforts, but does not guarantee, to provide the Company with the Report within ten (10) Business Days of the date the collision is reported to a Collision Reporting Centre. For the purposes of this Agreement, the term "Business Day" shall mean Monday to Friday, inclusive, except statutory or civic holidays observed in Ottawa, Ontario.

3. **Payment Terms**

- (a) Subject to section 3(c) below, the Company shall pay to the Board (City of Ottawa) a fee of Fifty Five Dollars plus Harmonized Sales Tax (\$45.00 + H.S.T.) for each Report.
- (b) An invoice will be issued by the Board (City of Ottawa) to the Company on a monthly basis and will include fee charges for all Reports sent to the Company in the preceding month. Invoices are payable within thirty (30) days from the date of the invoice. Overdue account is subject to compound annual interest of 16.08% (or current City rate). Interest accrues daily from the due date on each invoice until the account is paid in full. Dishonoured payments will be subject to a \$40.00 fee (or current City rate). Payments are payable to The City of Ottawa, PO Box 3441, Ottawa ON K1P 1J5. The Board reserves the right to terminate this Agreement or to deny the Company access to Reports due to outstanding payments that exceed sixty (60) days.
- (c) At the expiry of the first year of the Term, and at the expiry of each subsequent year of the Term, the fee payable by the Company to the Board for a Report shall be subject to an annual increase of 2.5% as detailed below. The Board reserves

the right to determine any further increase in the fee payable for a Report during any Extended Term of the Agreement.

Fees Payable During the Term

January 2015 to December 2015 - \$57.78 + H.S.T

January 2016 to December 2016 - \$59.22 + H.S.T.

January 2017 to December 2017 - \$60.70 + H.S.T.

4. **Indemnification**

The Company shall at all times and does hereby indemnify and hold harmless the Board, the Service and the City of Ottawa, its elected officials, officers, employees, servants and volunteers from and against all liability, actions, claims, and demands whatsoever which may be brought against or made upon the Board, the Service and the City of Ottawa and against all loss, liability, judgements, claims, costs, damages, fines, penalties or expenses which the Board, the Service and the City of Ottawa may sustain, suffer or be put unto resulting from, arising from, or in any way incidental to the performance or non-performance of this Agreement by the Company, its servants, agents, employees, lessees or assignees.

5. **Waiver**

No party will be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

6. **Force Majeure**

It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings under the terms of this Agreement when the delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

7. **Assignment**

This Agreement shall not be assigned by the Company without the prior written consent of the Board. Any attempt to assign any of the rights, duties, or obligations of this Agreement without written consent is void.

8. **Severability**

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

9. **Notice**

- (a) Any notice, demand or other communication required or permitted to be given to any party to this Agreement shall be in writing and shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

- (i) in the case to the Board, to:

Charles Bordeleau, Chief of Police
Ottawa Police Service
P.O. Box 9634, Station T
Ottawa, ON K1G6H5

- (ii) in the case of the Company, to:

Contract Coordinator
INSURANCE COMPANY
123 Main St
Anytown, ON K1K 1K1

or to such other address as either party may notify the other of, and in the case of mailing as aforesaid such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling/delivery thereof, on the fifth business day next following the date of mailing.

- (b) Where either party to the Agreement has notified the other in writing of a change of address for the purposes of section 9(a) above, the address set out in the latest such notice of change of address, shall replace and supersede any prior address of the notifying party for such purpose.

10. **Dispute Resolution**

The Board and the Company agree that alternative dispute resolution processes such as mediation or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having resort to an alternative dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

11. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties have set their hands and seals on the day and year first above written.

SIGNED, SEALED AND DELIVERED

OTTAWA POLICE SERVICES BOARD

By: _____

Name: Charles Bordeleau

Title: Chief of Police

I have authority to bind the Board

INSURANCE COMPANY

By: _____

Name:

Title: Contract Coordinator

I have the authority to bind the Corporation