

Schedule "A"

**LAND AMBULANCE MAINTENANCE AGREEMENT**

**THIS MAINTENANCE AGREEMENT** (the "**Agreement**") is dated the 1<sup>st</sup> day of January, 2026

**B E T W E E N:**

**DISTRICT OF SAULT STE. MARIE SOCIAL SERVICES ADMINISTRATION BOARD**  
(hereinafter referred to as the "Paramedic Service")

-and-

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**  
(hereinafter referred to as "Fire Services")

**WHEREAS** the Paramedic Service shall effective January 1, 2020 provide land ambulance paramedic services throughout its jurisdiction and Fire Services shall cease providing such services;

**AND WHEREAS** Fire Services has completed various maintenance work and preventative maintenance on emergency response vehicles, including fire trucks and land ambulance vehicles owned by Fire Services and the Paramedic Service;

**AND WHEREAS** the Paramedic Service has and will continue to be the registered owner of any and all land ambulance vehicles utilized within the City of Sault Ste. Marie, Province of Ontario;

**AND WHEREAS** the Paramedic Service requested that Fire Services enter into a Maintenance Agreement to provide certain maintenance services as specified in Section 2 herein ("Maintenance Services") on all land ambulance vehicles owned by the Paramedic Service;

**AND WHEREAS** the Paramedic Service and Fire Services entered into an Agreement dated December 19, 2019 which was extended by Amending Agreement dated January 1, 2022, which collectively had a term commencing January 1, 2020 and ending December 31, 2023, and further extended on January 1, 2024 for a one year term;

**AND WHEREAS** the Paramedic Service has requested that Fire Service continue to provide the Maintenance Services to the Paramedic Service and Fire Services is agreeable to same subject to the terms and conditions specified herein:

**NOW THEREFORE** this Agreement witnessed that in consideration of the mutual covenants and Agreements herein contained, and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

## 1. TERM

This Agreement shall commence January 1<sup>st</sup>, 2026 and continue for a period of two (2) years, ending on December 31, 2027 (the "Term"). The Paramedic Service shall have the option to renew this Agreement on a year-to-year basis, subject to successful negotiations between Fire Services and the Paramedic Service on a renewal. The Paramedic Service shall provide Fire Services with at least three (3) months' written notice of its intent to renew the Agreement prior to the expiry of the Term or Renewal Term as applicable and thereafter negotiations shall ensue. If the parties cannot agree to renewal terms for the next Term or renewal Term, the Agreement shall terminate at the end of the Term, or renewal Term as applicable.

## 2. MAINTENANCE SERVICES

- (a) The Paramedic Service represents and warrants that it is the registered owner of twenty-four (24) land ambulance vehicles and six (6) community paramedicine vehicles ("Vehicles"). This Agreement does not apply to any other vehicles that may be owned by the Paramedic Service, and rather only the land ambulance and community paramedicine vehicles as set out herein.
- (b) Notwithstanding Section 2(a) above, in the event of a significant change in the number of Vehicles required to be serviced by Fire Services pursuant to this Agreement, the sole determination of which shall be made by Fire Services, the parties hereto acknowledge and agree that Fire Services may provide notice of its intention to amend the terms of this Agreement and upon such notice, negotiations shall forthwith ensue. If the parties cannot agree to amended terms for the Term or renewal Term, the Agreement may terminate at the sole option of Fire Services upon Fire Services providing thirty (30) days written notice to the Paramedic Service.
- (c) Fire Services shall provide only the following services to the Vehicles owned by the Paramedic Service as referenced on Section 2(a) above:
  - (i) Transportation of the Vehicles;
  - (ii) Repair of the Vehicles;
  - (iii) Scheduled preventative maintenance on the Vehicles to meet Original Equipment Manufacturer and Ministry of Health requirements; and
  - (iv) Annual Safety Inspections on the Vehicles as required by the Ontario Ministry of Transportation,
  - (v) With regards to community paramedicine vehicles, only running repairs as determined by Fire Services shall be conducted (i.e., non-removal from service).

hereinafter referred to as the "Maintenance Services". Fire Services shall not be responsible for any other maintenance or other services on the Vehicles unless set out herein and those other maintenance and services shall be the responsibility of the Paramedic Service.

- (d) Fire Services reserves the right at its sole discretion to decline a particular Maintenance Service on a Vehicle if the work is of a substantial nature or beyond the scope and training of Fire Services' personnel.
- (e) The Paramedic Service shall keep the Vehicles clean, sanitary and in good working order. The Paramedic Service shall forthwith advise and fully disclose to the Fire Services any issues, repairs or concerns regarding any Vehicle and provide full details necessary for Fire Services to complete the Maintenance Services set out in this Agreement.

### **3. COSTS**

- (a) The Paramedic Service covenants and agrees to pay Fire Services for the Maintenance Services provided under this Agreement on the following basis:
  - (i) Paramedic Service shall pay Fire Services for all Maintenance Services performed by Fire Services at the current rate of Ninety One Dollars and Fifteen Cents (\$91.15) per hour plus HST for all labour completed;
  - (ii) Paramedic Service shall pay the actual costs for all parts purchased by Fire Services to complete the Maintenance Services plus HST;
  - (iii) Paramedic Service shall also pay Fire Services ten (10%) percent of the actual total labour and parts charged for all Maintenance Services completed by Fire Services, plus HST which the parties acknowledge and agree shall cover the costs of numerous small consumables and other products used by Fire Services to complete the Maintenance Services; and
  - (iv) Paramedic Services shall also pay Fire Services Ten (10%) percent of the actual amount set out in Section 3(a)(iii) above plus HST which the parties acknowledge and agree shall be an administrative fee for tracking, invoicing and payment accompanied with this agreement.
- (b) In the event that the actual rate per hour for labour set out in Section 3(a)(i) above increases for Fire Services based on the Collective Agreement with the Sault Ste. Marie Professional Firefighters Association, the parties hereto acknowledge and agree that Fire Services shall be permitted to forthwith increase the hourly rate for labour set out in Section 3(a)(i) during the Term or renewal Term if applicable to reflect the new increased hourly rate per hour for labour of Fire Services.

- (c) Fire Services shall notify the Paramedic Service if any particular Maintenance Service shall exceed Four Thousand (\$4,000.00) Dollars immediately upon becoming aware of such requirements. In such an event:
- (i) the Paramedic Service must provide Fire Services with prior written approval before any such required major repair or major maintenance is undertaken by Fire Services;
  - (ii) Paramedic Service shall provide Fire Services with its written decision as to whether or not Fire Services should proceed with the Maintenance Service within four (4) hours of receiving the notification of the costs of repair from Fire Services as set out herein; and
  - (iii) in the event that Paramedic Service does not provide its written response as set out herein, Fire Services shall not complete the Maintenance Service.
- (d) Fire Services shall invoice the Paramedic Service on a monthly basis for all Maintenance Services provided on the Vehicles pursuant to this Agreement, indicating the total costs payable as set out in Section 3(a)(b) above.
- (e) The Paramedic Service shall pay Fire Services within thirty (30) days the amount so invoiced by Fire Services.
- (f) The Paramedic Service shall also pay all normal operating expenses related to the Vehicles.

#### **4. INDEMNITY**

- (a) The Paramedic Service hereby covenants and agrees that it shall, at all times, fully indemnify and hold harmless Fire Services and their respective councillors, officials, officers, directors, employees, consultants, agents, successors, contractors, employees and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the provision of Maintenance Services or otherwise connected with this Agreement, except where the action, claim, demand, cost, loss or expense was solely caused by the negligent, reckless and/or intentional act by Fire Services.
- (b) To this end, the Paramedic Service hereby acknowledges and agrees that Fire Services shall retain counsel of its own choice to defend any such any actions, causes of action, claims, demands, interest, damages, expenses, liens, losses, costs, charges and other proceedings as set out herein, and that Fire Services shall have full control over Fire Services' defence and/or response to such proceedings, and further, that all costs incurred by the Fire Services in the defence and/or response to such proceedings (including solicitor/client costs on a

substantial indemnity scale basis), shall be paid by the Paramedic Service immediately upon demand by Fire Services as incurred by Fire Services.

## **5. LIMITED LIABILITY AND RELEASE**

The Paramedic Service hereby releases and forever discharges Fire Services, including its elected officials, officers, employees, agents and contractors; and the Paramedic Service further agrees that notwithstanding anything to the contrary contained herein, Fire Services, including elected officials, officers, employees, agents and contractors shall not be liable to the Paramedic Service or to anyone for whom the Paramedic Service may be in law responsible for any loss of or damage to property, personal injury or death or any other losses, actions, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Paramedic Service or any of the Paramedic Service's agents, employees and contractors in relation to or in connection with Fire Services performing their duties contained herein except where the action, claim, demand, cost, loss or expense was solely caused by the negligent, reckless and/or intentional act by Fire Services.

## **6. INSURANCE**

The Paramedic Service represents and warrants that it has and shall maintain for the Term of this Agreement, at its own cost and expense, with insurers satisfactory to the City, all the necessary and appropriate insurance that a municipality as defined in the *Municipal Act, 2001* would maintain, including 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 Five Million (\$5,000,000.00) Dollars. The Policy shall insure all claims for damage to property, personal injury or death or any other losses or damages, both direct and indirect, including such other costs and expenses, however and whatsoever incurred, suffered or sustained in relation to or in the connection with this Agreement. The Policy shall name "The Corporation of the City of Sault Ste. Marie" as an "Additional Insured". The Paramedic Service shall provide a Certificate of Insurance confirming the coverages in place, to the satisfaction of the The Corporation of the City of Sault Ste. Marie's Risk Manager immediately upon execution of this Agreement.

## **7. TERMINATION**

- (a) If either party wishes to terminate this Agreement, that party may do so by giving the other party at least three (3) months' prior written notice of its intention to terminate.
- (b) In the event the Paramedic Service fails to make any payment as set out in this Agreement, the Fire Services may, at its option and upon thirty (30) days written notice to the Paramedic Service, terminate this Agreement.
- (c) This Agreement may be terminated immediately by either party upon written notice to the other party in the event that the Paramedic Service no longer operates, is incapable of operating, or if the Ministry of Health and Long-Term Care suspends or terminates the Paramedic Service delivery and funding agreement.

- (d) Paragraphs 2-7 and 9 inclusive shall survive the termination or completion of this Agreement.

## 8. NOTICE

- (a) Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:
- (i) delivering the notice personally;
  - (ii) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereinafter be designated in writing in accordance herewith; or
  - (iii) transmitted by facsimile or email to the facsimile number or email address indicated below:

***in the case of Fire Services:***

Peter Johnson, Fire Chief  
The Corporation of the City of Sault Ste. Marie  
Sault Ste. Marie Fire Services  
72 Tancred Street  
Sault Ste. Marie, ON P6A 2W1  
[p.johnson@cityssm.on.ca](mailto:p.johnson@cityssm.on.ca)

***in the case of the Paramedic Service:***

Katie Kirkham, Chief Paramedic Services  
District of Sault Ste. Marie Social Services Administration Board  
EMS – Social Services  
540 Albert Street East  
Sault Ste. Marie, ON P6A 5L8  
[K.Kirkham@socialservices-ssmd.ca](mailto:K.Kirkham@socialservices-ssmd.ca)

## 9. GENERAL

- (a) Any provision of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.
- (b) Neither this Agreement, the conduct of the Fire Services or the Paramedic Service nor anything done by either party pursuant to this Agreement shall make the parties partners or constitute them agents or employees of one another or impose any fiduciary duty, liability or obligation upon them except as herein expressly set forth.
- (c) This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties.

- (d) This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.
- (e) This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, executors, administrators and permitted assigns and any reference to a right or an obligation of a party hereto shall be deemed to include a reference to such heirs, successors, executors, administrators and permitted assigns to the extent that the context requires.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the date and year first above written.

**SIGNED, SEALED AND DELIVERED**

in the presence of:

**DISTRICT OF SAULT STE. MARIE  
SOCIAL SERVICES ADMINISTRATION  
BOARD**

---

**M. NADEAU, CAO**

*I have authority to bind the Corporation*

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

---

**MAYOR – MATTHEW SHOEMAKER**

---

**CITY CLERK – RACHEL TYCZINSKI**

*We have authority to bind the  
Corporation*