



Clause embodied in Report No. 1 of the Community Services Committee, as adopted by the Council of the City of Toronto at its meeting held on January 27, 28 and 29, 2004.

**Renewal of Purchase of Service Agreement -
St. John Ambulance, Toronto District**

(City Council on January 27, 28 and 29, 2004, adopted this Clause, without amendment.)

The Community Services Committee recommends the adoption of the following report (December 15, 2003) from the Commissioner of Works and Emergency Services:

Purpose:

The purpose of this report is to seek Council approval for renewing the Purchase of Service Agreement with St. John Ambulance, Toronto District. The Community Services Committee had recommended the adoption of the report on February 12, 2003, and City Council adopted Clause No. 2 of Report No. 3 of the Community Services Committee without amendment on April 14, 15 and 16, 2003.

Financial Implications and Impact Statement:

The direct costs associated with this Purchase of Service Agreement will be approximately \$30,000.00 per annum. The City of Toronto has traditionally supported St. John Ambulance through the provision of an unconditional grant that has been based on the support that St. John Ambulance has provided the City of Toronto through the provision of first aid and other services to the community. In 2002, the City entered into a Purchase of Service Agreement, which replaced the annual grant and was based on a more accurate accounting of services provided to augment Toronto EMS response and, further, included the cost of in-kind support provided by Toronto EMS to St. John Ambulance. The requested funding costs of \$30,000.00 have been included in the TEMS 2004 Operating Budget submission. As part of the agreement, indirect costs are tracked and reported. Legal opinion and agreement has been obtained by both the City of Toronto and St. John Ambulance, Toronto District, solicitors to support the attached agreement.

Recommendations:

It is recommended that:

- (1) City of Toronto Council approve the Purchase of Service Agreement with St. John Ambulance, Toronto District, for a one-year period, effective January 1, 2004 to December 31, 2004;

- (2) the Chief and General Manager of Toronto Emergency Medical Services be authorized to renew the Purchase of Service Agreement on an annual basis, subject to a termination clause that can be exercised by either party with 30 days' written notice;
- (3) the funding formula for direct billings and, further, the formula established for in-kind services provided by Toronto EMS to St. John Ambulance be approved as per the attached agreement;
- (4) St. John Ambulance resources be made available to Toronto EMS and the City of Toronto in the event of a major community incident through established protocols;
- (5) authority be granted to allow St. John Ambulance the right of first refusal to purchase vehicles and equipment declared surplus by Toronto EMS based on the history of the last auction price; and
- (6) the appropriate City officials be given the authority to give effect thereto.

Background:

St. John Ambulance is an established volunteer agency that provides both first aid and educational training to the community. In addition, through their volunteer Brigade, St. John provides direct first aid services at community events. For over 25 years, St. John Ambulance has been utilized by Toronto EMS to augment emergency medical coverage at a variety of city sponsored and community-sponsored events within the City of Toronto. The Toronto Brigade, comprised of over 600 cadets and volunteer adult members, form part of the Toronto EMS disaster/contingency plan and can be mobilized to provide support to the professional EMS service in the event of a large-scale community incident. As a result of events of September 11, 2001, there was a need to formalize response agreements to ensure optimum availability of the resources of St. John Ambulance. These resources were employed during the Molson Indy, Gay Pride, World Youth Day, Caribana during 2002, the SARS outbreak and Toronto Rocks Concert in 2003.

For the past 25 years, the City of Toronto has supported St. John Ambulance, Toronto District, through the provision of an annual unconditional grant. In 2001, the annual grant was \$28,000.00 and was based on provision of first aid and other services provided to the City through this organization. It is proposed that the grant be discontinued in favour of the establishment of a Purchase of Service Agreement between the City of Toronto, Emergency Medical Services Division and St. John Ambulance, Toronto District. The Purchase of Service Agreement would cover the following areas:

- (1) direct payment for the provision of volunteer first aid services at City-sponsored events and other events where a request for services has been made by Toronto EMS; and
- (2) the provision of services to St. John Ambulance, by Toronto EMS, based on enhancing the role of St. John Ambulance as part of the community disaster/emergency plan.

The Purchase of Service Agreement (Attachment A) would specifically address the following areas:

Augmenting On-Scene Emergency Medical Coverage:

The Purchase of Service Agreement contains the provision for St. John Ambulance to directly bill Toronto EMS for first aid services provided at all City-sponsored events and/or events where a request has been made to St. John Ambulance to provide volunteers through Toronto EMS. Traditionally, Toronto EMS has used St. John Ambulance to support on-scene emergency medical coverage at events such as the Canadian National Exhibition, Molson Indy, summer and winterfest activities, Taste of the Danforth, and the Beaches Jazz Festival. In total, St. John Ambulance provides 10,000 hours of first aid services at these events. The billing arrangement would not cover the over 80,000 hours of other services requested by the community. Costs incurred for these events would not be the responsibility of Toronto EMS.

A billing formula, based on the number of staff assigned and duration of the event replaces the current unconditional grant that is in place today.

In-Kind Services:

Toronto EMS currently provides St. John Ambulance with support in a variety of areas including fleet repair, training and equipment. The purpose of the Purchase of Service Agreement is to formalize these established practices and track the costs associated with the services provided.

In terms of fleet services, Toronto EMS fleet operations provides repair and preventative maintenance to the St. John Ambulance ambulance fleet. The Purchase of Service Agreement would defer any labour costs associated with these services as part of the City's commitment to ensure that the resources of St. John Ambulance were maintained to be able to provide both scheduled and contingency support to the community.

In order to ensure that St. John Ambulance maintains a level of response and qualification to meet the requirements of Toronto EMS, the Purchase of Service Agreement would also include the provision of training at no cost to Brigade officers and staff on an annual or as needed basis. The direct costs associated with providing this training would be deferred, however, the costs associated with providing this service such as materials etc., are included as part of the Purchase of Service Agreement.

The Purchase of Service Agreement also includes the provision for Toronto EMS to provide St. John Ambulance with the required equipment to maintain their fleet and Brigade members in a constant state of readiness. Equipment such as stretchers, fully automatic defibrillators and medical supplies would be provided to the Brigade at no direct cost, however, these costs would be tracked and included in the Purchase of Service Agreement. The equipment supplied to St. John would remain as assets of Toronto EMS and would be returned should the agreement be terminated.

Equipment Purchasing Clause:

The Purchase of Service Agreement includes a clause that would provide St. John Ambulance with the right of first refusal to purchase any surplus equipment, including vehicles directly from Toronto EMS. On an annual basis, Toronto EMS disposes of approximately 18-24 ambulances. Traditionally, these ambulances are sent to auction whereby resellers purchase these vehicles, refurbish them and sell them at a higher cost. Given the current financial situation of St. John Ambulance, Toronto Branch, the Purchase of Service Agreement includes a provision to allow this organization to purchase these vehicles directly from Toronto EMS at the book value, in order to derive fair cost and to ensure their fleet is maintained at a higher level of readiness than is currently available today. This agreement also applies to selective types of equipment that has been declared surplus by Toronto EMS.

Agreement Summary:

Type of Service	Description of Service	Payment Type
Provision of First Aid Services to Toronto EMS and the City of Toronto	Augmenting professional EMS services at City of Toronto sponsored events.	Direct payment to St. John based on hours of service provided.
Fleet maintenance and repair of St. John vehicles	Provide preventative maintenance and repair in accordance with Toronto EMS standards for ambulance vehicles.	No charge for labour, St. John to be responsible for payment of parts and materials.
Equipping St. John vehicles	Provide St. John with equipment to maintain their fleet at a standard similar to that of Toronto EMS vehicles.	Equipment to be maintained on Toronto EMS inventory and loaned to St. John during the term of the agreement.
Right of First Refusal for the purchase of surplus vehicles and equipment	Provide St. John with the right of first refusal for the purchase of surplus ambulances and other medical equipment.	Purchase price to be based on book value of equipment.
Provision of Training	Provide Brigade Officers and senior qualified volunteers with various training including, driver training, disaster plan orientation and other training deemed necessary.	No charge for training, St. John to be responsible for payment of parts and materials.
Bulk Purchasing	Provide St. John with the opportunity to purchase equipment and medical supplies through Toronto EMS taking advantage of bulk purchasing savings.	No charge for administration of this service.

Conclusions:

It is expected that the total costs associated with this Purchase of Service Agreement would not be excessive and, further, the agreement will establish a provision to fairly compensate St. John Ambulance for the support that it provides to both the City of Toronto and Toronto EMS. Provision of in-kind services included in the Purchase of Service Agreement will formalize the support provided to this organization by the City in order to keep St. John

Ambulance in a constant state of readiness to continue to provide the scheduled support to the community as well as support in the event of a large community incident. This agreement would establish a formal mechanism of recognizing the value of this organization, both in terms of providing first aid services and, more importantly, recognizing the organization for its comprehensive educational and training network to the community

Contact:

Bruce K. Farr
EMS Chief and General Manager
Toronto Emergency Medical Services
Tel: 416-397-9240/Fax: 416-392-2115

List of Attachment:

Appendix A - The Agreement with St. John Ambulance, Toronto District

APPENDIX A

THIS AGREEMENT made in duplicate as of the 1st day of January, 2003

B E T W E E N:

CITY OF TORONTO
(hereinafter called the "City")

-and

**THE MOST VENERABLE ORDER OF THE HOSPITAL OF ST. JOHN, TORONTO
DISTRICT**

(hereinafter called the "Order")

WITNESSES THAT:

WHEREAS the City provides ambulance services through the Emergency Medical Services division of its Works and Emergency Services Department;

AND WHEREAS the Order, through St. John Ambulance, Toronto District, has historically assisted the City by providing first aid and other related services at various community events within the City of Toronto;

AND WHEREAS St. John has agreed to assist the City in accordance with its disaster/contingency plan in the event of a large scale community incident;

AND WHEREAS the City and the Order wish to enter into an agreement to formalize their relationship,

IN CONSIDERATION OF the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Agency hereby agree as follows:

1. INTERPRETATION

1.1 In this Agreement and all schedules forming part thereof, the following terms shall have the following respective meanings:

- (a) "Chief" means the Chief of the Emergency Medical Services division of the City's Works and Emergency Services Department, and includes his or her designate or successor, if any; and
- (b) "St. John" means St. John Ambulance, Toronto District.

1.2 In this Agreement, words in or implying the singular include the plural and *vice versa*, and words having gender include all genders.

1.3 The following Schedules form part of this Agreement:

- Schedule A: Cost of St. John Services
- Schedule B: Cost of City Services
- Schedule C: Declaration of Non-Discrimination Policy

and the parties agree that unless the context clearly indicates otherwise, all references in this Agreement to "this Agreement" shall be deemed to include said Schedules.

1.4 This Agreement and the Schedules incorporated into it by reference constitute the entire agreement between the parties with respect to the subject matter thereof and all other prior agreements, representations, statements, negotiations and undertakings with respect to such subject matter are superseded hereby.

2. TERM

2.1 This Agreement shall commence on January 1, 2003 and shall terminate on December 31, 2003, unless it is terminated earlier in accordance with the provisions of this Agreement.

2.2 Either party may at any time, without penalty or cause, terminate this Agreement by giving a minimum of thirty days' written notice to the other party.

2.3 If in the opinion of the Chief, St. John is in breach of this Agreement, the City may terminate this Agreement immediately by giving written notice to St. John.

2.4 In the event of the expiry or other termination of this Agreement, St. John shall forthwith return to the City all equipment and supplies provided by the City pursuant to subsection 3.2(c).

3. OBLIGATIONS OF THE PARTIES

3.1 During the term of this Agreement, St. John shall,

- (a) provide first aid and related support services at events within the City of Toronto as requested by the Chief and accepted by St. John;
- (b) provide services to assist the City in accordance with its disaster/contingency plan in the event of a large scale community incident; and
- (c) complete and sign a “Declaration of Non-Discrimination Policy” form, a copy of which is attached hereto as Schedule C, and return the completed form to the City address indicated in subsection 10.1 within one month of the execution of this Agreement

3.2 During the term of this Agreement, the City shall,

- (a) provide fleet repair and maintenance services for St. John’s ambulance fleet;
- (b) provide training to St. John’s officers, staff and volunteers, the frequency and content of which training shall be determined by the Chief in his sole discretion; and
- (c) provide, in the Chief’s sole discretion, equipment such as stretchers, fully automatic defibrillators and medical supplies for use by St. John provided that the City shall retain ownership of the equipment and supplies at all times.

4. CONTRACTUAL STATUS OF THE PARTIES

4.1 St. John is an independent contractor and St. John, its agents, officers, employees and volunteers in the performance of this Agreement, shall be taken to be acting in an independent capacity and not as officers, employees, agents or joint venturers of the City.

4.2 St. John shall co-ordinate the services of any volunteers or subcontractors employed, engaged or retained by it and St. John shall be liable to the City for any and all costs arising from the errors or omissions of such volunteers or subcontractors.

5. RECORDS

5.1 The City shall maintain records which set out

- (a) the number of hours of labour it provides for repair and maintenance services provided to St. John pursuant to subsection 3.2(a);

- (b) the number of hours of labour it provides for training services provided to St. John pursuant to subsection 3.2(b); and
- (c) the amount and type of equipment and medical supplies provided by the City to St. John pursuant to subsection 3.3(c).

5.2 St. John shall maintain records which set out

- (a) the number of persons assigned to an event by St. John and the number of hours of service provided by each person at the event; and
- (b) the type of services provided by each person assigned to an event.

6. PAYMENT

6.1 Within 30 days of receiving an invoice from the City, St. John shall pay the City for

- (a) the cost of materials required by the City to provide repair and fleet maintenance services pursuant to subsection 3.2(a); and
- (b) the cost of training materials provided to St. John pursuant to subsection 3.2(b).

6.2 The City shall pay to St. John an amount not exceeding \$30,000.00 per calendar year for the provision of services pursuant to subsection 3.1(a) provided that the City shall only be liable to pay for services requested by the Chief.

6.3 Subject to subsection 6.2, the amount to be paid to St. John by the City shall be determined, in accordance with the following formula:

(cost of St. John services) minus (cost of the City's Services)

6.4 For the purposes of subsection 6.3, the cost of St. John services shall be determined in accordance with Schedule A.

6.5 For the purposes of subsection 6.3, the cost of the City's services shall be determined in accordance with Schedule B provided that the costs shall not include any costs paid by St. John pursuant to subsection 6.1

6.6 The City shall not be obliged to make a payment to St. John until St. John provides to the City an invoice accompanied by all relevant supporting documentation as requested by the Chief, acting reasonably.

6.7 The City shall be entitled to review St. John records with respect to costs being claimed and in the event of a discrepancy, St. John may, in the Chief's sole discretion, be required to provide additional documentation in support of its claim or to reimburse the City for any excess funds received.

7. PURCHASE OF SURPLUS AMBULANCES AND MEDICAL EQUIPMENT

- 7.1** In the event an ambulance or medical equipment is declared to be surplus by the City, prior to taking any other steps to dispose of the ambulance or medical equipment, the Chief shall give written notice to St. John of the availability for sale and the price of the ambulance or medical equipment.
- 7.2** The price of the ambulance or medical equipment shall be its fair market price as determined by the Chief, acting reasonably.
- 7.3** St. John shall give the City written notice within 30 days of the date of the notice whether it wishes to purchase the ambulance or medical equipment.
- 7.4** In the event St. John declines to purchase the ambulance or medical equipment or fails to give notice to the City pursuant to subsection 7.3, the City shall be entitled to dispose of the ambulance or medical equipment in any manner whatsoever and St. John shall have no recourse against the City in regard to the disposal of the ambulance or medical equipment.

8. INDEMNITY

- 8.1** St. John shall at all times indemnify and save harmless the City of Toronto, its officers, employees, agents, invitees, successors and assigns (all of which are hereinafter called the "City Indemnitees") from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by or imposed on the City Indemnitees or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employees, agents and property of the City Indemnitees, or of St. John) directly or indirectly arising out of, resulting from or sustained as a result of St. John performance of or failure to perform this Agreement, excepting only those claims, demands, losses, costs, charges and actions that are a result of the negligence of the City Indemnitees.

9. INSURANCE

- 9.1** St. John shall obtain and maintain throughout the term of this Agreement, Commercial General Liability Insurance which has inclusive limits of not less than \$2,000,000.00 (two million dollars) for bodily injury and property damage resulting from any one occurrence and which is extended to include Personal Injury Liability, Broad Form Contractual Liability, Employers Liability, Contingent Employers Liability and Non-Owned Automobile Liability.
- 9.2** The insurance policy referred to in subsection 9.1 shall include a cross liability and/or severability of interest clause of standard wording and a clause that states that the policy will not be cancelled allowed to lapse or materially changed without the City of Toronto receiving 30 days' prior written notice.

- 9.3** The insurance policy referred to in subsection 9.1 shall include the City of Toronto as an additional insured.
- 9.4** The Agency shall, if requested by the Chief, deposit a Certificate of Insurance with the City of Toronto indicating that the insurance policy required pursuant to this article is in force and effect and written by an insurance company that is licensed in the Province of Ontario and is in all respects satisfactory to the City of Toronto.

10. NOTICE

- 10.1** Any demand or notice to be given pursuant to this Agreement shall be duly and properly made and given if made in writing and either delivered to the party for whom it is intended to the address as set out below or sent by prepaid registered mail addressed to such party as follows:

- (a) where the City is the intended recipient;

Toronto Emergency Medical Services
4330 Dufferin St.
Toronto ON M3H 5R9

Attention: Chief, Toronto Emergency Medical Services

- (b) where St. John is the intended recipient;

St. John Ambulance, Toronto District
46 Wellesley St. East
Toronto ON M4Y 1G5

Attention: Richard Bowden, General Manager

or to such other addresses as the parties may from time to time notify in writing, and any demand or notice so made or given shall be deemed to have been duly and properly made or given and received on the day on which it shall have been so delivered or, if mailed, then, in the absence of any interruption in postal service in the City of Toronto affecting the delivery or handling thereof, on the day following three (3) clear business days following the date of mailing.

11. GENERAL PROVISIONS

- 11.1** Should any provision of this Agreement be declared or found to be illegal, unenforceable, legally ineffective or void, then each party shall be relieved of any obligation arising from such provision, but the balance of this Agreement, if capable of performance, shall remain in full force and effect.

11.2 (1) No term or provision of this Agreement shall be deemed waived and no breach consented to, unless such waiver or consent is in writing and signed by an authorized member of staff of the party claimed to have waived or consented.

(2) No consent by a party to, or waiver of, a breach under this Agreement shall constitute a consent to, waiver of, or excuse for any other, different or subsequent breach.

11.3 This Agreement shall not be assigned by St. John without the prior written consent of the City, which consent may be withheld or given subject to such terms and conditions as the City deems appropriate.

11.4 This Agreement may not be varied, altered, amended or supplemented except by an instrument in writing duly executed by the authorized representatives of both parties.

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

IN WITNESS WHEREOF the parties have executed this Agreement.

CITY OF TORONTO

per:

City Clerk

per:

City Treasurer

**THE MOST VENERABLE ORDER OF THE HOSPITAL OF ST. JOHN
TORONTO DISTRICT**

per:

Christopher Merry
Chairman

per:

Richard Bowden
General Manager

We have authority to bind the corporation.

SCHEDULE A

to the agreement dated January 1, 2003, between

CITY OF TORONTO

-and-

THE MOST VENERABLE ORDER OF THE HOSPITAL OF ST. JOHN, TORONTO DISTRICT

COST OF ST. JOHN'S SERVICES

1. For the purposes of this Agreement, St. John's cost of providing basic first aid services shall be \$11.00 per hour.
2. For the purposes of this Agreement, St. John's cost of providing of the following services shall be \$13.50 per hour for each service:
 - (a) Mobile First Aid Post;
 - (b) Radio Communications Network;
 - (c) Ambulance Golf Cart; and
 - (d) Transport Vehicle with crew.

SCHEDULE B

to the agreement dated January 1, 2003, between

CITY OF TORONTO

-and-

THE MOST VENERABLE ORDER OF THE HOSPITAL OF ST. JOHN

COST OF CITY SERVICES

1. The City's cost of providing labour for repair and maintenance services pursuant to subsection 3.1(a) of this Agreement shall be \$65.00 per hour.
2. The City's cost of providing medical equipment and supplies pursuant to subsection 3.1(c) of this Agreement shall be the City's actual cost with no mark up.