

Bill No. 5
2018

By-law No. A.-_____

A By-law to approve an agreement to provide Emergency Disaster/Relief Services with the St. John Council of Ontario and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 8 provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The agreement to be entered into between The Corporation of the City of London and St. John Council of Ontario, for the provision of Emergency Disaster/ Relief Services, attached as Schedule "A" to this by-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on December 12, 2017.

Matt Brown
Mayor

Catharine Saunders
City Clerk

Schedule “A”

AGREEMENT

EMERGENCY SERVICES – Reception Centres (The "Agreement")

**BETWEEN:
THE CORPORATION OF THE CITY OF LONDON
(the "City")**

-and-

**ST. JOHN COUNCIL FOR ONTARIO
Southwestern Ontario Branch
("SJA")**

WHEREAS Section 3 of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, Chapter E.9, as amended (the "Act") requires a municipality to formulate an emergency plan governing the provision of necessary services during an emergency and the procedures under and the manner in which employees of the municipality and other persons will respond to the emergency and the council of the municipality shall by by-law adopt the emergency plan;

AND WHEREAS Section 9 of the Act provides that an emergency plan shall provide for obtaining and distributing materials, equipment and supplies during an emergency, and provide for such other matters as are considered necessary or advisable for the implementation of the emergency plan during an emergency;

AND WHEREAS Council for the City passed By-law on December 19, 2016 to adopt the emergency plan, known as the "Emergency Response Plan", and may pass similar by-laws from time to time;

AND WHEREAS paragraph 1.4 of the Emergency Response Plan provides "When an emergency exists but has not yet been declared, actions may be taken under this emergency response plan as required to protect property and the health, safety and welfare of the citizens of the City of London";

AND WHEREAS paragraph 5.7 of the Emergency Response Plan provides that the Managing Director, Neighbourhood, Children's and Fire Services is responsible for ensuring the well-being of residents who have been evacuated from their homes by arranging emergency lodging, clothing, food, registration, inquiries and other personal services; coordinating the opening and operation of temporary and/or long-term reception/evacuation centres and ensuring adequate staffing;

AND WHEREAS paragraph 7.2 of the Emergency Response Plan provides The London Branch of the St. John Ambulance Community Services Units, has resources for communications, first aid, child care, ground search and rescue and emergency reception centre medical support. St. John Ambulance will respond to requests from the Emergency Services or the EOC. St. John Ambulance resources are staffed by volunteers and their resources is governed by the availability for duty of volunteers.

St. John Ambulance (SJA) will respond to requests from the Emergency Services or the EOC. SJA resources are staffed by volunteers and their response is governed by the availability for duty of volunteers. The resources can be accessed through the Community Emergency Management Coordinator (CEMC) or Fire dispatch.

AND WHEREAS SJA is recognized as having the resources and mandate to assist in the provision of emergency relief;

AND WHEREAS the City wishes to enter into an agreement with SJA for the provision of emergency services;

NOW THEREFORE, IN CONSIDERATION of the mutual terms and covenants herein contained, the parties covenant and agree as follows:

Definitions

1. In this Agreement:

- a) "Emergency" means a situation or an impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise;
- b) "Eligible Expenses" means the expenses incurred in the provision of Services which were pre-approved by the Managing Director;
- c) "Reception Centre" means a centre designated by the City that is located outside the impact zone of the emergency, where evacuees can go to register, receive assistance for basic needs, information and referral to a shelter if required;
- d) "Managing Director" means the Managing Director of Neighbourhood and Children's Services for the City, or designate; and
- e) "Services" means the services to be provided by SJA under this Agreement.

Services

1.1 SJA shall provide the Services set out in Schedule "A" upon receipt of the City's notification of an Emergency. However, nothing in this Agreement restricts the entitlement of SJA to provide additional services at its own expense, in the absence of notification by the City.

City Maintains Control Over Reception Centre

1.2 The City shall at all times have control over and be responsible for the operation of Reception Centres. The City may accept support from other community partners; Non-Government Organizations (NGOs) to ensure that all necessary services are available to the citizens and community staying in the Reception Centres during an Emergency.

Honest, Integrity, Applicable Law

1.3 SJA shall carry out the terms of this Agreement with honesty and integrity and in compliance with all applicable laws, regulations, by-laws, codes (including the Human Rights Code), and City Policies (including but not limited to the City's Accessible Customer Service Policy).

Accessibility for Ontarians with Disabilities Act Training

1.4 SJA shall ensure that all of its volunteers, employees or agents, who deal with members of the public under this Agreement, receive training about the provision of services to persons with disabilities, in compliance with the *Accessibility for Ontarians with Disabilities Act, 2005* and its Regulations.

Designation of Reception Centre Sites

2. The City shall designate sites as potential sites for a Reception Centre and shall provide SJA with a list of designated sites, which list may be amended by the City from time to time. Upon receipt of the list of designated sites, or an amended list of sites, SJA and the City will finalize the location of the Reception Centres within 30 days of receipt of the list or amended list.

Licenses

3. The City shall be responsible for obtaining any licenses, approvals or permits required to operate the Reception Centre(s).

Notification

4. In the event of an Emergency, the Managing Director shall contact SJA within 24 hours of the decision to invoke SJA's services. There shall be no obligation on the City to invoke SJA's services in the event of an Emergency.

Upon contacting SJA, the Managing Director shall provide, if known, the following information:

- (a) the nature and extent of the Emergency;
- (b) the anticipated number of evacuees;
- (c) the expected duration of the evacuation operation;
- (d) any identified threats or hazards to those affected or volunteer relief workers; and
- (e) what services are being requested and approved.

Staff and Volunteers

5. SJA shall provide staff and volunteers necessary to provide services set out in Schedule "A" at the Reception Centres. The City shall at all times have control over and be responsible for the operation of Reception Centres. SJA staff and volunteers will report their activities to City of London Reception Centre Management.

Records Management

6. SJA shall establish, maintain, and retain records of all of their activities at the Reception Centre during the Emergency for a period of three years.

Supplies

7. SJA shall be responsible to provide all necessary supplies to perform the Services set out in Schedule "A" including necessary supplies for their staff and volunteers.

SJA's Operating Policies

8. SJA shall make available to the City its standard operating policies and procedures for the services provided to the City, and will advise of any changes to those policies and procedures, including the adoption of guidelines issued by the provincial and/or federal governments.

Safety

9. SJA shall comply with the *Occupational Health and Safety Act*, R.S.O. 1990, c.0.1, including but not limited to the Regulations applying to an employer, deemed or otherwise, of a sub-contractor. SJA shall ensure that its volunteers and staff respond in identifying uniform (e.g. a vest or other identifying apparel), and with appropriate personal protective equipment and photo ID.

Privacy and Confidentiality

10.1. SJA shall comply with the requirements of the *Municipal Freedom of Information and Protection of Privacy Act* with respect to Collection, Retention, Use and Disclosure of Personal Information, and shall comply with Schedule "B", attached to and forming part of this Agreement. SJA shall use forms approved by the Managing Director when collecting personal information.

10.2 The City shall comply with applicable legislation with respect to personal information obtained from SJA for Emergency relief purposes.

Unaccompanied Children under 16

11. SJA shall ensure that volunteers supervising unaccompanied children or vulnerable adults have had a police background check completed prior to their qualifying as a volunteer in this capacity.

Alternative Accommodation

12. With the prior approval of the Managing Director, SJA may direct an evacuee to alternative accommodation if, in the opinion of SJA, the evacuee requires special care and is unable to be adequately housed in a Reception Centre.

Payment of Expenses

13. SJA will invoice the City for the Eligible Expenses, as listed in Schedule "C", incurred in the delivery of Services during the prior calendar month. Invoices received by the City within 10 business days of the first day of the month following the month in which the Services were provided will be paid by the City within 30 days of receipt. If the City, acting reasonably, disputes an amount or item contained in the invoice, the City does not have to pay the amount unless SJA can satisfy the City that the amount or item is validly invoiced.

Indemnification

14. SJA undertakes and agrees to defend and indemnify the City and hold the City harmless, at SJA's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the City may sustain or incur by reason of: (a) any breach of this Agreement by any of SJA, SJA's employees, volunteers or persons for whom SJA is at law responsible; (b) any loss or misuse of funds held by SJA under this Agreement; (c) the acts or omissions of SJA, SJA's employees, volunteers or any person for whom SJA is at law responsible in carrying on the Services, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties; (d) any claim or finding that any of SJA, SJA's employees, volunteers or persons for whom SJA is at law responsible are employees of, or are in any employment relationship with, the City or are entitled to any Employment Benefits of any kind; or (e) any liability on the part of the City, under the Income Tax Act (Canada) or any other statute (including, without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from

payments, or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the City, from SJA; SJA's employees, volunteers or others for whom SJA is at law responsible in connection with the carrying on the Project.

Insurance

15. Throughout the term of this Agreement SJA shall obtain and maintain third party general liability insurance covering all claims for negligence, nuisance, property damage and bodily injury, including death, arising out of the work covered in this Agreement. Such policy shall include the City as an additional insured with respect to this Agreement and be in an amount not less than Two Million Dollars (\$2,000,000.00) including personal injury liability, broad form property damage liability, contractual liability, owners and contractors protective liability, non-owned automobile liability, contingent employer's liability, and shall contain a severability of interests clause and cross liability clauses. Further, this insurance will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the date of cancellation or expiry.

Reporting

16. SJA shall provide the City with a summary of events and/or a debriefing within thirty (30) calendar days after the start of the Emergency and on a monthly basis thereafter. At the conclusion of an Emergency relief effort, SJA shall, within sixty (60) calendar days, provide to the City a final report and accounting of its activities during the Emergency.

Legal Relationship

17. Nothing in this Agreement gives rise to a partnership or joint venture between the City and SJA.

SJA acknowledges and agrees this Agreement shall in no way be deemed or construed to be an Agreement of Employment. Specifically, the parties agree that it is not intended by this Agreement that SJA nor any person employed by or associated with SJA, including any volunteer, is an employee of, or has an employment relationship of any kind with the City or is in any way entitled to employment benefits of any kind whatsoever from the City whether under internal policies and programs of the City, the *Income Tax Act*, R.S.C. 1985 c.1 (1st Supp); the *Canada Pension Act*, R.S.C. 1985, c.C-8; the *Employment Insurance Act*, S.O. 1996,c.23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c.o.1; the *Pay Equity Act*, R. S. O. 1990, c.P.7; the *Health Insurance Act*, R.S.O. 1990, c.H.6; or any other employment related legislation, all as may be amended from time to time, or otherwise.

Notwithstanding the paragraph above, it is the sole and exclusive responsibility of SJA to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts, and to make any payments required thereunder.

Amendment of Agreement

18. None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either party, their respective agents, servants or employees unless done so in writing signed by both parties.

Term and Termination

Term

19. This Agreement shall continue for a period of five years unless terminated by either party.

Termination

20.1 This Agreement may be terminated by either party by giving thirty (30) calendar days' notice in writing to the other party.

20.2 Termination of this Agreement shall not relieve either party of any ongoing obligation incurred in accordance with this Agreement prior to its termination.

Withdrawal of Services – Health and Safety Considerations

21. SJA, acting reasonably, may give immediate notice at any time during an Emergency that it will withdraw or reduce its Services in the event conditions are such that SJA is unable to provide Services without compromising the health or safety of its staff and/or volunteers.

Notice

22. Any notice, instrument or document to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other:

To the City:

Division Manager, Corporate Security and Emergency Management
The Corporation of the City of London
300 Dufferin Avenue, London ON N6A 4L9

To the SJA:

Executive Director
St. John Ambulance, Southwestern Ontario Branch
741 King Street, London, ON N5W 2X2

23. Any notice, instrument or document to be given by either party to the other shall in the absence of proof to the contrary, be deemed conclusively to have been received by the addressee (i) if delivered personally on a business day, then on the day of delivery; (ii) if sent by prepaid registered post, then on the second day following the registration thereof; (iii) if sent by ordinary mail, then on the third business day following the date on which it was mailed; or (iv) if sent by facsimile, upon confirmation of successful transmission of the notice.

Dispute Resolution

24. A dispute between the parties relating to the interpretation or implementation of this Agreement shall be addressed through good faith negotiation, with or without the assistance of a mediator. In the event that the Parties are not able to reach a resolution of all the matters in dispute after mediation, then on written consent of both parties, the matters remaining in dispute may be finally determined by arbitration in accordance with the provisions of the legislature of the province of Ontario, by a single arbitrator appointed in accordance with the legislation.

Whole Agreement

25. This Agreement comprises the whole of the understanding between the parties and is not subject to or in addition to any other arrangements, representations or warranties, whether written, oral or implied, that are not set out herein. However, the parties acknowledge that this Agreement does not affect any existing or future agreement that has been or may be put in place to deal with large scale emergencies which may occur within the geographic boundaries of the City of London.

Execution

26. The parties to this Agreement may rely on a facsimile copy of this Agreement, when executed, as conclusive evidence of a valid and binding agreement between them.

Representatives/Signatories

This Agreement has been executed on behalf of SJA by its duly authorized representatives and on behalf of the City under the hands of its Mayor and Clerk.

Signed, sealed and delivered.

For St. John Council for Ontario: St. John Ambulance, Southwestern Ontario Branch

Date: _____

*(signature)

(Print Name)

*(signature)

(Print Name)

*I/We have authority to bind the Corporation.

For the City: The Corporation of the City of London

Date: _____

Matt Brown, Mayor

Date: _____

Catharine Saunders, City Clerk

Schedule “A” – Services

When notified by the City to provide some or all of the Services, SJA shall provide what is currently available in its fleet as follows:

A) Medical First Response Services – Reception Centre First Aid

St. John Ambulance will provide medical first response crews, mobile first aid posts (volunteer ambulances vehicles) and first aid supplies for the City reception centres.

B) Special Equipment

First aid units such as a 21 foot stationary first aid post trailer unit, a 38 foot stationary first aid post trailer unit, and two mobile first aid posts are available. Additional first aid equipment is available.

London Search and Rescue (SAR) team is trained by the London Police Service and the Ontario Provincial Police, trained to OPP standards in ground search. It is associated with and a team member of the Ontario Search and Rescue Volunteer Association. SAR is also trained to FEMA; Community Emergency Response Team standards and can respond to community emergencies. It is trained in urban SAR, reception centre support and disaster response.

Schedule “B”

Access to Information and Protection of Privacy

1. In this Schedule:

(a) “City Information” means General Information:

- (i) provided by the City to SJA in relation to this Agreement;
- (ii) collected by SJA in relation to this Agreement;
- (iii) derived by SJA from the General Information provided under subsection 1(a)(i) or collected under subsection 1(a)(ii);

(b) “SJA Information” means General Information, except City Information, provided by SJA to the City in relation to this Agreement;

(c) “General Information” means recorded information that is not Personal Information; and

(d) “Personal Information” means recorded information about an identifiable individual, including,

- (i) information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual;
- (ii) information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
- (iii) any identifying number, symbol or other particular assigned to the individual;
- (iv) the address, telephone number, fingerprints or blood type of the individual;
- (v) the personal opinions or views of the individual except if they relate to another individual;
- (vi) correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
- (vii) the views or opinions of another individual about the individual;
- (viii) the individual’s name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

2. SJA shall comply with all applicable access to information and protection of privacy legislation in relation to the performance of this Agreement.

3. All City Information shall remain the sole property of the City and any of it or all of it shall be given by SJA to the City within 5 business days of:

- (a) the City’s written request;
- (b) at the end of the Emergency; or
- (c) the termination or expiry of this Agreement.

4. Except in accordance with this Agreement, SJA shall, when **collecting** City Information

(a) limit its collection of the information to that which is necessary for it to comply with this Agreement;

(b) make its best efforts to collect the information directly from the individual to whom the information relates by fair and lawful means; and

(c) identify the purpose for which the information is collected to the individual at or before the time of collection.

5. SJA shall **retain** all City Information in a manner that protects its security and confidentiality and shall not disclose City Information to any of its personnel not having a need to know such information in relation to the performance of this Agreement.

6. SJA shall not **use** City Information for purposes other than that for which it was collected.

7. SJA shall not **disclose** City Information in any manner whatsoever without the prior approval in writing of the City except in accordance with this Agreement.

8. SJA shall not destroy any City Information.

9. The City may disclose, subject to all applicable access to information and protection of privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, as amended:

(a) any part of or all SJA General Information; or

(b) any part or all of this Agreement.

Schedule “C” - Eligible Expenses

FEE RATES, MAXIMUMS AND INVOICING PROCESS

1. The City and SJA will mutually agree on appropriate Eligible Expenses based on the services provided during an Emergency event.
2. All expenses must be preapproved by the Managing Director in order to qualify for reimbursement as Eligible Expenses.

Schedule “D” – Principles of St. John Ambulance

Mission:

The mission of St. John Ambulance in Canada is to *enable Canadians to improve their health, safety and quality of life by providing training and community service.*

St. John Ambulance Community Services

St. John Ambulance’s Community Services are responsible for delivering reliable and sustainable health and safety related community services in accordance with the organization’s mission and business plan. These services are provided by trained individuals who recognize and respond to community-based health and safety needs. The nationally recognized core community services programs include:

Medical First Response Services;
Therapy Dog Services; and
Youth Services.

These national services are supplemented by regional services which include Ground Search and Rescue Teams and Bike Patrol Teams.

St. John Ambulance volunteers are living and working in our community. St. John Ambulance is a not-for-profit, humanitarian organization and receives almost no financial support from federal, provincial or municipal agencies. ST JOHN AMBULANCE organization depends on the generosity of its community and citizens for its services. SJA Southwestern Ontario’s Community Services Units are organized into five units, three of which can support the community during an emergency or disaster. The local unit response can be up to 150 members and it can be augmented by members and equipment from adjacent St. John Ambulance Branches.