

City of Hamilton EMERGENCY & COMMUNITY SERVICES COMMITTEE AGENDA

Meeting #: 23-015

Date: November 16, 2023

Time: 1:30 p.m.

Location: Council Chambers

Hamilton City Hall
71 Main Street West

Loren Kolar, Legislative Coordinator (905) 546-2424 ext. 2604

- 1. CEREMONIAL ACTIVITIES
- 2. APPROVAL OF AGENDA

(Added Items, if applicable, will be noted with *)

- 3. DECLARATIONS OF INTEREST
- 4. APPROVAL OF MINUTES OF PREVIOUS MEETING
 - 4.1 October 19, 2023
- 5. COMMUNICATIONS
- 6. DELEGATION REQUESTS
- 7. DELEGATIONS
- 8. STAFF PRESENTATIONS
- 9. CONSENT ITEMS
 - 9.1 Cardiac Safe City and CPR Training (HSC23048) (City Wide)

10. DISCUSSION ITEMS

- 10.1 Hamilton Veterans Committee 2024 Budget Submission (PED23240) (City Wide)
- 10.2 Ministry of Health Funding for Pediatric Intensive Care Transport Ambulance (HSC23069) (City Wide)
- 11. MOTIONS
- 12. NOTICES OF MOTION
- 13. GENERAL INFORMATION / OTHER BUSINESS
- 14. PRIVATE AND CONFIDENTIAL
- 15. ADJOURNMENT



EMERGENCY & COMMUNITY SERVICES COMMITTEE MINUTES 23-013

1:30 p.m.
Thursday, October 19, 2023
Council Chambers
Hamilton City Hall
71 Main Street West

Present: Councillor B. Clark (Chair), Councillors T. Jackson, C. Kroetsch,

T. Hwang (Vice Chair), N. Nann, A. Wilson and M. Wilson

THE FOLLOWING ITEMS WERE REFERRED TO COUNCIL FOR CONSIDERATION:

1. Ending of Hamilton Community Foundation/GreenShield Funding for Dental Services (HSC23075/BOH23035) (City Wide) (Item 9.2)

(Hwang/Kroetsch)

That Report HSC23075/BOH23035, respecting the Ending of Hamilton Community Foundation/GreenShield Funding for Dental Services, be received.

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

2. Large Volume Hazard Storage Database and Program (HSC23068) (City Wide) (Item 10.2)

(Hwang/Nann)

(a) That the Chief of the Hamilton Fire Department be directed to implement a Large-Volume Hazard Storage Database that will focus on commercial, industrial, and agricultural properties using the Ontario Fire Code as a reference for volumes, storage, and types of flammable and combustible substances; and,

(b) That the Chief of the Hamilton Fire Department be directed to investigate the staffing and resources required to launch and manage the program associated with the inspections and maintenance of the Large-Volume Hazard Storage Database to be discussed through the 2024 budget process;

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

3. Hamilton Fire Department Agreement with Wounded Warriors Canada (HSC23070) (City Wide) (Item 10.3)

(Hwang/M. Wilson)

- (a) That the Fire Chief of the Hamilton Fire Department, or their designate, be authorized to enter into and execute any required agreement and any ancillary documents required to give effect thereto with Wounded Warriors Canada, the Hamilton Firefighters Association IAFF Local 288, and the Greater Hamilton Volunteer Firefighters Association, CLAC Local 911 to provide an additional layer of mental health support for all Hamilton Fire Department personnel with content acceptable to the General Manager of Community Services, and in a form satisfactory to the City Solicitor; and
- (b) That the Fire Chief of the Hamilton Fire Department, or their designate, be authorized to execute amendments and any ancillary documents related to these Agreements and any new agreements as required for access to mental health support services offered by Wounded Warriors Canada with content acceptable to the General Manager of Community Services and in a form satisfactory to the City Solicitor.

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

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4. Emergency Food Strategic Planning Committee Funding Request (HSC23072) (City Wide) (Item 10.4)

(A. Wilson/Jackson)

- (a) That the funding request made by the Emergency Food Strategic Planning Committee/Hamilton Food Share in the amount of \$1.25 million, be referred to the 2024 Tax Supported Operating Budget Process;
- (b) That the annual funding request by the Emergency Food Strategic Planning Committee/Hamilton Food Share be referred to the General Manager of Community Services, or their delegate, for review;
- (c) That the annual funding request by the Emergency Food Strategic Planning Committee/Hamilton Food Share be referred to the Director of Climate Change Initiatives, or their delegate, for review.

Result: Main Motion As Amended CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

5. Early Years Community Plan 2023 Update (HSC23063) (City Wide) (Item 10.5)

(M. Wilson/Nann)

- (a) That Hamilton's Early Years Community Plan 2023, attached as Appendix "A" to report HSC23063, be approved, and
- (b) That staff be authorized to implement Hamilton's Early Years Community Plan 2023 Update

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

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6. 2023 Ministry of Long-Term Care Funding Enhancement (HSC23057(a)) (Wards 7 and 13) (Item 10.6)

(Jackson/Hwang)

- (a) That the General Manager of Healthy and Safe Communities Department, or their designate, be authorized to increase the Long-Term Care (LTC) Division's 2023 budgeted complement by 2.0 full-time equivalent permanent positions, for Allied Health Professionals, at an estimated annual gross cost of \$178,590, to be funded from Ministry of Long-Term Care, Allied Health funding that was effective April 1, 2023, resulting in a net cost of \$0 annually; and,
- (b) That the General Manager of Healthy and Safe Communities Department, or their designate, be authorized to increase the Long-Term Care Division's 2023 budgeted complement by 0.5 full-time equivalent permanent position for a Supervisor Administration, with an estimated gross cost of \$62,700, to be funded from Ministry of Long-Term Care, Level of Care funding that was effective April 1, 2023, resulting in a net cost of \$0 annually; and,
- (c) That the General Manager of Healthy and Safe Communities Department, or their designate, be authorized to increase the Long-Term Care Division's 2023 budgeted complement by 2.0 full-time equivalent permanent positions for Nurse Practitioners, at an estimated annualized cost of \$187,000 for salary and benefits and \$4,000 for overhead which will be partially funded from Ministry of Long-Term Care Hiring More Nurse Practitioners Funding, leaving an outstanding balance of approximately \$33,000 which is to be absorbed by allied health professionals funding and any remaining balance to be funded from any in-year operating surplus, if required.

Result: Motion CARRIED by a vote of 7 to 0, as follows:

-	Clark, Brad	Ward 9
-	Hwang, Tammy	Ward 4
-	Kroetsch, Cameron	Ward 2
-	Jackson, Tom	Ward 6
-	Nann, Nrinder	Ward 3
-	Wilson, Alex	Ward 13
-	Wilson, Maureen	Ward 1
	- - -	 Clark, Brad Hwang, Tammy Kroetsch, Cameron Jackson, Tom Nann, Nrinder Wilson, Alex Wilson, Maureen

7. Service Manager Consent for Corktown Co-operative Homes Development of 221 and 223 Charlton Avenue (HSC23056) (Ward 2) (Item 10.7)

(Kroetsch/A. Wilson)

(a) That Service Manager Consent be granted to Corktown Co-operative Homes Inc. to merge with Charlton Co-operative Homes Inc. to form a single co-operative housing provider named Corktown Co-operative Homes Inc.;

- (b) That Service Manager Consent be granted for Corktown Co-operative Homes Inc. to undertake the development of 17 affordable units at 221 and 223 Charlton Avenue including taking on a new loan to finance the project;
- (c) That the General Manager, Healthy and Safe Communities Department, or their designate be authorized and directed to execute and administer a Housing Charge subsidy for 5 units at Corktown Co-operative Homes' property at 221 and 223 Charlton in the amount of approximately \$21,000 to be added to and included in the 2025 Tax Operating Budget on such terms and conditions as provided for in the Term Sheet attached as Appendix "A" to report HSC23056 and along with any ancillary documentation and amendments in a form satisfactory to the City Solicitor;
- (d) That the General Manager, Healthy and Safe Communities Department, or their designate be authorized and directed to execute and administer an agreement for an annual operating subsidy, beginning in 2025, for Corktown Co-operative Homes' project at 221 and 223 Charlton in the amount of approximately \$420,000 to be included in the 2025 Tax Operating Budget on such terms and conditions as provided for in the Term Sheet attached as Appendix "A" to Report HSC23056 along with any ancillary documentation and amendments in a form satisfactory to the City Solicitor;
- (e) That the General Manager of Health and Safe Communities be directed to transfer and amend the Charlton Co-Operative Ontario Priorities Housing Initiative Contribution Agreement of the New Rental Housing Component Year 3 funding of \$822,495 to Corktown Co-operative Homes Inc, including all ancillary documents related to administration and funding of the Contribution Agreement; and
- (f) That the City consent to a partial discharge of the operating agreement registered as instrument number VM195526 from title to the portion of the lands municipally known as 200 Forest Avenue in Hamilton which are being conveyed to the City for road widening purposes, and that the City Solicitor or her designate be authorized to take all steps and sign all documents necessary to effect the partial discharge.

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

8. End of Mortgage Strategy and Implementation (HSC23050) (City Wide) (Item 10.8)

(Nann/M. Wilson)

- (a) That the End of Mortgage Strategy, including the funding model, attached as Appendix "A" to report HSC23050 be approved and that the General Manager of the Healthy and Safe Communities Department or designate, be delegated the authority to modify the strategy so long as it supports the long-term sustainability of the social housing portfolio at End of Agreement/ End of Mortgage and does not negatively impact the City of Hamilton's budget;
- (b) That the General Manager of Healthy and Safe Communities or designate be authorized and directed to enter service and exit agreements with housing providers for projects under Housing Services Act, S.O. 2011, c. 6, Sched. 1, that reach End of Operating Agreement or End of Mortgage after 2023 and execute any ancillary agreements or documents in order to provide ongoing affordability for tenants and long-term sustainability for the project, in a form satisfactory to the City Solicitor;
- (c) That \$5.1M be referred to the Housing Services 2024 Tax Operating Budget process annually for the next four years to increase the levy base to \$20.4M, and that this enhancement be increased by inflationary factors, in order to provide an ongoing base totalling \$153 million from 2023-2032 to address capital needs of Housing Projects that are at End of Mortgage/End of Agreement;
- (d) That at the end of the year, if the Housing Division's Net levy is in a surplus, that any unspent funds be transferred to the Social Housing Transition Reserve #112244 to be utilized in future years to fund capital grant requests;
- (e) That a Full Time Equivalent staffing position for a Capital Analyst be referred to the 2024 Housing Services Division complement at an approximate cost of \$111,289 annually for salary and benefits be included in the 2024 Tax Operating Budget;
- (f) That the temporary position of Senior Financial Analyst be converted into a permanent Full Time Equivalent position to be approved in the 2024 Corporate Services, Financial Planning, Administration and Policy Division, funded as reported in HSC22040 through the existing Social Housing investment program levy base.

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6

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YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

FOR INFORMATION:

(a) APPROVAL OF AGENDA (Item 2)

The Committee Clerk advised the Committee of the following changes to the agenda:

5. **COMMUNICATIONS**

5.1 Correspondence from ACORN Hamilton, respecting Proposed Amendments to the Renovation Licence and Relocation Listing Bylaw

Recommendation: Be received, and referred to the consideration of Item 10.1, Addressing Renovictions, Tenant Displacement and Property Standards in Apartment Buildings in the City of Hamilton (PED23072) (City Wide)

5.2 Karen Andrews, Advocacy Centre for Tenants Ontario, respecting a Legal Opinion on the Hamilton Apartment Rental Program

Recommendation: Be received, and referred to the consideration of Item 10.1, Addressing Renovictions, Tenant Displacement and Property Standards in Apartment Buildings in the City of Hamilton (PED23072) (City Wide)

(Hwang/Nann)

That the agenda for the October 19, 2023 Emergency and Community Services Committee meeting be approved, as amended.

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

(b) DECLARATIONS OF INTEREST (Item 3)

There were no Declarations of Interest.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 4)

(i) September 21, 2023 (Item 4.1)

(Nann/Hwang)

That the Minutes of the September 21, 2023 meeting of the Emergency and Community Services Committee, be approved, as presented.

Result: Motion CARRIED by a vote of 6 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
ABSENT	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

(d) COMMUNICATIONS (Item 5)

(A. Wilson/Nann)

That the following Communication Items, be approved as presented:

(i) Correspondence from ACORN Hamilton, respecting Proposed Amendments to the Renovation Licence and Relocation Listing By-law (Added Item 5.1)

Recommendation: Be received, and referred to the consideration of Item 10.1, Addressing Renovictions, Tenant Displacement and Property Standards in Apartment Buildings in the City of Hamilton (PED23072) (City Wide)

(ii) Karen Andrews, Advocacy Centre for Tenants Ontario, respecting a Legal Opinion on the Hamilton Apartment Rental Program (Added Item 5.2)

Recommendation: Be received, and referred to the consideration of Item 10.1, Addressing Renovictions, Tenant Displacement and Property Standards in Apartment Buildings in the City of Hamilton (PED23072) (City Wide)

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

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(e) CONSENT ITEMS (Item 9)

(i) Resignation from the Seniors Advisory Committee (Item 9.1)

(Nann/Hwang)

That Steve Benson's resignation from the Seniors Advisory Committee, be received.

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

(f) DISCUSSION ITEM (Item 10)

(i) Addressing Renovictions, Tenant Displacement and Property Standards in Apartment Buildings in the City of Hamilton (PED23072) (City Wide) - (Sub-sections (e), (f), (g), and (h) DEFERRED from August 17, 2023) (Item 10.1)

(1) (Nann/Kroetsch)

- (e) That staff be directed to prepare a Renovation Licence and Relocation Listing By-law to regulate repairs and renovations to rental units, in a form satisfactory to the City Solicitor, as per Appendix "D" to Report PED23072, following the 2024 budget process, subject to the approval of the staffing and resourcing outlined in Recommendation (h) as part of the 2024 Budget;
- (f) That City of Hamilton User Fees and Charges By-law No. 23-112 be amended to reflect the new Renovation Licence and Relocation Listing Fee Schedule developed at 10% cost recovery attached as Appendix "E" to Report PED23072;
- (g) That, subject to the adoption of the Renovation Licence and Relocation Listing By-law, the Transition Plan as detailed in Appendix "F" to Report PED23072 to develop, implement and administer the By-law be approved;
- (h) That the appropriate General Managers be directed to refer the following to the 2024 Budget for the implementation of the Renovation Licence and Relocation Listing By-law:

- (i) Three full-time (3.0 FTE) Licensing Administrators in the Licensing and By-law Services Division to administer licence applications, enter investigation files and respond to inquiries, at an estimated total cost of \$287,000 annually (\$258,300 net levy);
- (ii) Three full-time (3.0 FTE) Licensing Compliance Officer in the Licensing and By-law Services Division to enforce the By-law, at an estimated total cost of \$327,000 annually (\$294,300 net levy);
- (iii) One full-time (1.0 FTE) Solicitor in Legal Services to respond to legal challenges and increased Property Standards Committee hearings, at an estimated total cost of \$212,000 annually (\$190,800 net levy);
- (iv) One full-time (1.0 FTE) Housing Clerk in the Housing Services Division to facilitate tenant support/education, at an estimated total cost of \$80,000 annually (\$72,000 net levy);
- (v) The purchase of three (3) vehicles at an estimated initial cost of \$163,575 and an annual operating cost of \$26,850 (\$24,165 net levy);
- (vi) An outreach, education and communications budget of \$10,000 annually (\$9,000 net levy); and
- (vii) A one-time cost of \$150,000 to fund the transition period for the implementation of the By-law.

(2) (Nann/A. Wilson)

- (a) That sub-sections (e), (f), (g), and (h) of Report PED23072 respecting Addressing Renovictions, Tenant Displacement and Property Standards in Apartment Buildings in the City of Hamilton (PED23072) (City Wide), BE DEFERRED to a meeting of the Emergency and Community Services Committee, no later than the January 18, 2024 meeting, to allow for staff to:
 - (i) Review the correspondence received from ACORN and Advocacy Centre for Tenants Ontario on October 19, 2023, regarding possible amendments and revisions to the proposed Renovation Licence and Relocation Listing By-law as well as the proposed revisions made by ACORN to the by-law, and report back to Emergency and Community Services Committee, no later than January 18, 2024, on any staff recommended revisions to the proposed

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Renovation Licence and Relocation Listing By-law: and

(ii) Include the employee and other costs outlined in subsection (h) of Report PED23072 as a Council Referred Item in the 2024 budget, such that the additional investments can still be approved as part of the 2024 Operating Budget should Council approve the Renovation Licence and Relocation Listing By-

Result: Amendment CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

(ii) **Emergency Food Strategic Planning Committee Funding Request** (HSC23072) (City Wide) (Item 10.4)

(1) (A. Wilson/Jackson)

- That the funding request made by the Emergency Food Strategic Planning Committee/Hamilton Food Share in the amount of \$1.25 million, be referred to the 2024 Tax Supported Operating Budget Process;
- That the annual funding request by the Emergency Food (b) Strategic Planning Committee/Hamilton Food Share be referred to the General Manager of Community Services, or their delegate, for review:

(A. Wilson/Jackson) (2)

- That Report HSC23072, respecting Emergency Food Strategic Planning Committee Funding Request, be **amended**, by adding sub-section (c) as follows:
 - (c) That the annual funding request by the Emergency Food Strategic Planning Committee/Hamilton Food Share be referred to the Director of Climate Change Initiatives, or their delegate, for review.

Result: *Amendment* CARRIED by a vote of 7 to 0, as follows:

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YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

For disposition of this matter, refer to Item 4.

(iii) Emergency Grant for the Emergency Food Strategic Planning Committee

(Jackson/Nann)

That staff be directed to prepare an emergency grant of \$625k to the Emergency Food Strategic Planning Committee, for the October 25, 2023 meeting of Council meeting.

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	-	Wilson, Maureen	Ward 1

(g) ADJOURNMENT (Item 16)

(Kroetsch/Jackson)

That there being no further business, the Emergency and Community Services Committee be adjourned at 2:50 p.m.

Result: Motion CARRIED by a vote of 7 to 0, as follows:

YES	-	Clark, Brad	Ward 9
YES	-	Hwang, Tammy	Ward 4
YES	-	Kroetsch, Cameron	Ward 2
YES	-	Jackson, Tom	Ward 6
YES	-	Nann, Nrinder	Ward 3
YES	-	Wilson, Alex	Ward 13
YES	_	Wilson, Maureen	Ward 1

Respectfully submitted,

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Councillor B. Clark Chair, Emergency and Community Services Committee

Loren Kolar Legislative Coordinator Office of the City Clerk



INFORMATION REPORT

ТО:	Chair and Members Emergency and Community Services Committee
COMMITTEE DATE:	November 16, 2023
SUBJECT/REPORT NO:	Cardiac Safe City and CPR Training (HSC23048) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Russell Crocker (905) 546-2424 Ext. 7739
SUBMITTED BY:	Michael Sanderson Chief, Hamilton Paramedic Service Healthy and Safe Communities Department
SIGNATURE:	Weer-

COUNCIL DIRECTION

At the Emergency and Community Services Committee on January 18, 2012, Council approved the following:

"That staff be directed to report to the Emergency and Community Services Committee no less than once annually with respect to training members of the community to perform cardiopulmonary resuscitation techniques as well as the frequency of bystander cardiopulmonary resuscitation in the setting of witnessed sudden cardiac arrest in the community."

INFORMATION

PURPOSE

The purpose of this report is to summarize the Cardiac Safe City program, specifically the placement and management of automated external defibrillators within the City of Hamilton.

BACKGROUND

A sudden cardiac arrest is a potentially fatal condition, where the heart stops beating and can't provide blood and oxygen to vital organs. Approximately 35,000 Canadians

SUBJECT: Cardiac Safe City and CPR Training (HSC23048) (City Wide) – Page 2 of 5

experience sudden cardiac arrest outside of a hospital each year in Canada, where only 1 in 10 people survive (Heart and Stroke Foundation, 2023). With actions that include cardiopulmonary resuscitation (CPR), and the application of energy to the heart (defibrillation), survival can increase twofold (Heart and Stroke Foundation, 2023). Between 2020 and 2022, Hamilton Paramedic Service responded to 3,564 sudden cardiac arrests in the City of Hamilton. Of these 3,564 patients, bystanders and family members administered cardio-pulmonary resuscitation 728 times and used an automated external defibrillator in six cases (Hamilton Paramedic Service - ESO DoT, 2023).

Cardiopulmonary resuscitation, commonly known as "CPR", is a procedure not only used by healthcare professionals, but more importantly, lay persons in the community with or without the assistance of an Ambulance Communication Officer (paramedic dispatcher). This procedure effectively circulates blood, that re-establishes blood flow to vital organs and effectively "buys time" for these organs until the arrival of an automated external defibrillator and/or emergency services arrive.

Automated external defibrillators are a safe, easy to use device that provides a "shock" to the heart, to restore a person's normal heart rhythm. Currently Hamilton Paramedic Service tracks 467 automated external defibrillators to coordinate and maximize the potential use of these life saving devices. Approximately 421 of these devices are directly operated by the City of Hamilton through previous Federal and Provincial grants. Through the City of Hamilton's strategic direction, and Hamilton Paramedic Services commitment to coordinating the program, our corporation is well positioned to meet the requirements of the *Defibrillation Registration and Public Access Act* respecting registration of and access to defibrillators in the community.

LEGISLATION

Bill 141, *Defibrillation Registration and Public Access Act* received Royal Assent in 2020. The Act imposes certain requirements respecting the registration, installation, maintenance, testing and availability of defibrillators on designated premises or public premises. While Regulations under the Act have not yet been promulgated, it is prudent to ensure operational policies and development activities be undertaken in accordance with the broad outlines of the Act in preparation for the anticipated Regulatory requirements.

FINANCIAL

Initial capital funding for the automated external defibrillator program and related training, came from a variety of Federal and Provincial grants dating back to 2007. To assist with management of these assets, capital reserves were assigned to the program, that would ensure continued access to these life-saving devices.

SUBJECT: Cardiac Safe City and CPR Training (HSC23048) (City Wide) – Page 3 of 5

The gross consumable expenses for device maintenance are as follows:

2020	2021	2022	2023
\$30,178	\$100,041	\$75,822	\$118,641

These expenses are related to:

- Unit Replacement Automated external defibrillators have a planned 10-year life cycle and should be replaced or refurbished at this interval to ensure reliability when needed.
- 2. Consumable Replacement As with many medical devices, there are accessory items of the automated external defibrillator that require replacement due to expiry. For automated external defibrillators this includes batteries and defibrillation pads. As with unit replacement, by replacing expired consumables, there is less of a chance of machine failure during an emergency.

The operating expenses to support public access defibrillation have been a part of the Paramedic Service operating budget since 2012.

REPORT

Part of being a Cardiac Safe City, is promoting active and healthy lifestyles, combined with the ability for our community to react when these preventative lifestyles fail, and a sudden cardiac arrest happens.

Through the *Defibrillation Registration and Public Access Act* (Legislative Assembly of Ontario, 2020), the Province of Ontario has also acknowledged the seriousness of a community's ability to respond to sudden cardiac arrests.

To accomplish this, the Act states that every person who owns or operates a designated premise at which a defibrillator is installed shall:

- Ensure that any defibrillators installed at the premises are available for use in locations that facilitate easy access to the defibrillator, as described in the regulations
- Ensure that the location of a defibrillator at the premises is appropriately indicated with signs in accordance with the regulations
- Ensure that any defibrillator installed at the premises is maintained and tested in accordance with the manufacturer's guidelines and with any other guidelines as may be prescribed

SUBJECT: Cardiac Safe City and CPR Training (HSC23048) (City Wide) – Page 4 of 5

- Ensure that training is undertaken by prescribed persons for the use of a defibrillator, according to a prescribed training and education guidelines
- Ensure installed defibrillators are registered within 30 days, and
- Update the registrar of any changes to the automated external defibrillator status or location

To assist with the management of these assets and move forward with aligning the automated external defibrillation program to this legislation, Hamilton Paramedic Service uses a free database that monitors and tracks expiry dates of these devices and their consumables. This database also allows for the tracking of Epinephrine Auto Injectors, used for severe allergic reactions. There is further opportunity to also co-locate Naloxone and tourniquets into these locations, effectively allowing the City of Hamilton through their automated external defibrillator program to expand their community life-saving efforts to include opioid overdoses and severe bleeding.

Information from this database is currently shared with the Ministry of Health Central Ambulance Communications Centre (paramedic dispatch). When a sudden cardiac arrest is suspected by the dispatcher, they will share where the closest automated external defibrillator for use by 911 caller.

CONCLUSION

Research shows that early 911 activation, bystander cardio-pulmonary resuscitation, defibrillation using an automated external defibrillator, rapid ambulance response, and a high level of qualified paramedic care increases the positive outcomes from sudden cardiac arrest. Combined with legislative requirements in the *Defibrillation Registration and Public Access Act*, the responsibility of the City of Hamilton to manage their automated external defibrillators has now and will continue to increase.

To accomplish this, Hamilton Paramedic Service will continue strategies that:

- Meet new Provincial legislation
- Expand the number of automated external defibrillators in the community
- Increase awareness in the community of the importance of cardio-pulmonary resuscitation, early defibrillation, and a how a person's actions are protected from liability under the Good Samaritan Act

SUBJECT: Cardiac Safe City and CPR Training (HSC23048) (City Wide) – Page 5 of 5

Once a solid foundation has been established, future improvements will:

- Standardize the placement of Epinephrine Auto-Injectors (for severe allergic reactions) and Naloxone kits (for opioid overdoses) into the automated external defibrillator cabinets
- Increase cardiopulmonary resuscitation training in the community through handson training
- Implement a responder notification system that alerts residents (who voluntary choose to sign up to the app) of a medical emergency close to them, and where the closest automated external defibrillator is to their locations
- Develop a Volunteer Community Responder program, that combines the use of the notification app with a more formalized group of responders who wish to assist the community on a more consistent basis
- Utilize technology such as drones, to deliver these life-saving devices/medications to remote and/or parkland areas that may have a delayed response by first responders

APPENDICES AND SCHEDULES ATTACHED

N/A

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CITY OF HAMILTON PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT Tourism and Culture Division

то:	Chair and Members Emergency and Community Services Committee	
COMMITTEE DATE:	November 16, 2023	
SUBJECT/REPORT NO:	Hamilton Veterans Committee 2024 Budget Submission (PED23240) (City Wide)	
WARD(S) AFFECTED:	City Wide	
PREPARED BY:	Christopher Redford (905) 546-2424 Ext. 4688	
SUBMITTED BY:	John Summers Acting Director, Tourism and Culture Planning and Economic Development Department	
SIGNATURE:	John Sammer	

RECOMMENDATION

That the Hamilton Veterans Committee 2024 budget be approved with an increase in the base budget from \$43,000 to \$65,000, attached as Appendix "A" to Report PED23240, and referred to the 2024 budget process for consideration.

EXECUTIVE SUMMARY

The Hamilton Veterans Committee coordinates Veterans' commemorative services, events and programmes. These include but are not limited to: Remembrance Day memorials at six locations across the City, the annual Garrison Parade and ceremony, Decoration Day ceremonies, annual Dieppe Memorial Service and new Youth Education initiatives. The 2022 base budget of \$43,000 was insufficient to cover actual costs of \$61,532.48. A transfer from the Committee's reserve fund of \$18,532.48 was required to cover costs.

The 2023 budget base budget was approved at \$43,000 with an additional \$12,000 approved transfer from the reserve fund, for a total of \$55,000. This will likely be insufficient to cover increased costs in 2023.

Transfers from the reserve fund have been required to cover costs since 2019 (excepting 2020 and 2021 due to interruption in public services due to the Covid-19

SUBJECT: Hamilton Veterans Committee 2024 Budget Submission (PED23240) (City Wide) - Page 2 of 3

pandemic). The reserve fund cannot sustain programming with transfers beyond those expected to cover current (2023) costs.

Since 2019, expenses have increased for wreaths, printing, musicians, tents, chairs, technical equipment rentals, enhanced sound systems (up 20% over 2019 costs) and programming elements such as heritage warplane flypasts. Some of the largest increases in cost are for security and road safety. Costs for Cable 14 media streaming, onsite jumbo-screens, and American Sign Language translation are all set to increase in 2023 over 2022 and will likely continue to do so into 2024 and beyond.

To cover these increases in the face of a depleted reserve fund, the Hamilton Veterans Committee is requesting an increase in base budget to levels reflecting actual costs for 2024.

Alternatives for Consideration – See Page 3

FINANCIAL - STAFFING - LEGAL IMPLICATIONS

Financial: The Hamilton Veterans Committee is requesting their current annual

budget of \$43,000 be increased in 2024 to \$65,000.

Staffing: Not applicable.

Legal: Not applicable.

HISTORICAL BACKGROUND

The Hamilton Veterans Committee was first appointed by the Council of The Corporation of the City of Hamilton in February 1972. At that time, the responsibility of the Committee was to:

- Act as liaison for the Veterans of the City of Hamilton and the Hamilton Parks Board (re: Cenotaph); and the Hamilton Cemetery Board (re: Field of Honour, Woodland Cemetery);
- ii) Co-ordinate all parades in the City involving Veterans; and,
- iii) Deal with all other matters directly relating to or of concern to Veterans. Since 2001, military remembrance and commemoration activities have included organizing the City of Hamilton Remembrance ceremonies in addition to assisting with the coordination of annual ceremonies in Ancaster, Dundas, Glanbrook, Stoney Creek and Waterdown. Other annual events include the Dieppe Memorial Ceremony and Decoration Day. The Committee and their staff

SUBJECT: Hamilton Veterans Committee 2024 Budget Submission (PED23240) (City Wide) - Page 3 of 3

liaison have most recently worked to include and promote the inclusion of youth in their events.

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

Not applicable.

RELEVANT CONSULTATION

- Hamilton Veterans Committee:
- Financial Planning, Administration and Policy Division, Corporate Services Department; and,
- Finance and Administration, Financial Planning, Administration and Policy Division, Corporate Services Department.

ANALYSIS AND RATIONALE FOR RECOMMENDATION

The rationale for the increase in base budget is based on:

- Increased event and programming costs since 2019;
- Increased attendance numbers at Remembrance Day services resulting in additional costs; and,
- Between 2024 to 2028, the Hamilton Veterans Committee will be hosting two services of Remembrance at Gore Cenotaph, one on November 11 and one Garrison Parade on the Sunday nearest, in order to include active members of the Reserve forces who cannot attend if November 11 falls on a weekday.

ALTERNATIVES FOR CONSIDERATION

That the Hamilton Veterans Committee seek economies totalling \$18,532.48 in the mounting of City of Hamilton Remembrance and other veterans' memorial ceremonies in 2024 through a reduction in the scale of programming.

APPENDICES AND SCHEDULES ATTACHED

Appendix "A" to Report PED23240 - 2024 Veterans Committee Budget Submission

CITY OF HAMILTON

2024

ADVISORY COMMITTEES

BUDGET SUBMISSION FORM

Hamilton Veterans Committee

PART A: General Information

ADVISORY COMMITTEE MEMBERS:

Mike Rehill, Chair	Steve Waldron	
Don Jackson		
Rod Paddon		
Dave Baldry		
Robert Fyfe		
Ed Sculthorpe, Vice Chair		
Terry Ryan		

MANDATE:

Reporting to Council, the Hamilton Veterans Committee oversees the planning and delivery of military remembrance and commemoration activities on behalf of the City of Hamilton. When directed by Council, the Committee provides input on projects and issues that are of concern to Hamilton Veterans.

PART B: Strategic Planning

STRATEGIC OBJECTIVES:

Goals and objectives:

Act as a liaison for the veterans of the City of Hamilton on all matters that fall within Council's jurisdiction.

Coordinate Decoration Day, Remembrance Day Parades, community engagement pieces and Memorial Services in multiple wards.

Maximize the engagement of youth in the act of Remembrance through projects and events.

How will they be achieved:

Coordinate the remembrances for significant anniversaries such as Decoration Day, Remembrance Day, Garrison Parade and including but not limited to parades and memorial services.

Administer all other matters directly relating to or of concern to Hamilton Veterans that fall within Council's jurisdiction. Provide written letters of support for Veterans causes when requested and deemed appropriate.

Veteran's Committee advises on the use and care of cenotaphs in partnership with Heritage Resource Management.

Present opportunities for the engagement of youths in acts of Remembrance in the City of Hamilton through events and community projects

Who will benefit:

All citizens of the City of Hamilton as well as local veterans and active forces. Upward of 2,000 people attend the Remembrance Day services and parades coordinated by the Veterans Committee.

All residents of Hamilton will have the opportunity to show respect for Veterans service to our country.

The Youth of Hamilton will be given the opportunity to be engaged with Acts of Remembrance outside of the classroom setting through hands-on and digital platforms.

ALIGNMENT WITH CORPORATE GOALS:

Please check off which Council approved Strategic Commitments your Advisory Committee supports				
Community Engagement & Participation	x	2) Economic Prosperity & Growth		
3) Healthy & Safe Communities	X	4) Clean & Green		
5) Built Environment & Infrastructure		6) Culture & Diversity	Х	
7) Our People & Performance				

PART C: Budget Request

INCIDENTAL COSTS:

SUB TOTAL	\$500.00
 Meeting Costs: postage, printing, parking 7 general meetings, 4 event planning meetings & 1 meeting with all Veteran Organizations within the City of Hamilton Name tags & arm bands 	\$500.00
Meeting Costs:	

SPECIAL EVENT/PROJECT COSTS:

Ceremonies/Services:	
- Hamilton (Gore Park Cenotaph), 2 ceremonies and parades	\$38,000
 Community Ceremonies (Ancaster, Glanbrook, Dundas, Stoney Creek, Waterdown) 	\$13,000
- Dieppe Veteran's Memorial Service	\$ 4,000
- Decoration Day	\$ 4,000
- `We Remember' Wreath Project	\$ 3,500
- Communications & Marketing	\$ 2,000

SUB TOTAL	\$64,500
TOTAL COSTS	\$65,000
Funding from Advisory Committee Reserve (only available to Advisory Committees with reserve balances)	\$00,000
TOTAL 2024 BUDGET REQUEST PREVIOUS YEAR (2023) APPROVED BUDGET (2020 Request \$)	\$65,000 \$43,000

CERTIFICATION:

Please note that this document is a request for a Budget from the City of Hamilton Operating budget. The submission of this document does not guarantee the requested budget amount. Please have a representative sign and date the document below.

Representative's Name: Mik Signature:	te Rehill	
Date:	September 29, 2023	

Telephone #: 9<u>05-546-2424 ext 4688 905-973-4005</u>



CITY OF HAMILTON HEALTHY AND SAFE COMMUNITIES DEPARTMENT Hamilton Paramedic Service

TO:	Chair and Members Emergency and Community Services Committee
COMMITTEE DATE:	November 16, 2023
SUBJECT/REPORT NO:	Ministry of Health Funding for Pediatric Intensive Care Transport Ambulance (HSC23069) (City Wide)
WARD(S) AFFECTED:	City Wide
PREPARED BY:	Michael Sanderson (905) 546-2424 Ext. 7741
SUBMITTED BY:	Grace Mater General Manager Healthy and Safe Communities Department
SIGNATURE:	Show

RECOMMENDATION

- (a) That the Chief, Hamilton Paramedic Service, or their designate, be authorized and directed to initiate provision of a second dedicated ambulance to support the Neonatal and Pediatric Intensive Care programs at McMaster Children's Hospital in accordance with the revised Schedules "B" and "D" (attached as Appendix "A") to the already existing July 4, 2019 Accountability Agreement Section 5.2 (attached as Appendix "B");
- (b) That the Chief, Hamilton Paramedic Service, or their designate, be authorized and directed to execute any required ancillary and/or renewal agreements between the Ministry of Health and the City of Hamilton to support the ongoing provision of dedicated interfacility ambulance(s) to support the Neonatal and Pediatric Intensive Care programs at McMaster Children's Hospital between the City of Hamilton and the Ministry of Health in a form satisfactory to the City Solicitor; and
- (c) That the Hamilton Paramedic Service complement be increased by ten (10) fulltime equivalent paramedic positions to cover all staffing and absence backfill requirements for the dedicated inter-facility transport ambulance.

SUBJECT: Ministry of Health Funding for Pediatric Intensive Care Transport Ambulance (HSC23069) (City Wide) – Page 2 of 4

EXECUTIVE SUMMARY

Report HSC19021 previously approved by Council on June 26, 2019, established authority for the addition of ten (10) full-time equivalent paramedic positions and the acquisition of an additional ambulance and all related equipment to provide a dedicated ambulance resource supporting the McMaster Neonatal Intensive Care Unit team in accordance with an Accountability Agreement. The Accountability Agreement provides for 100% funding of all capital, operating, and employee related costs to carry out the program as described in Schedule "A" to that agreement. Schedule "B" which outlines the provided Budget for the program has been revised and updated annually since that time.

On October 31, 2023, the Minister of Health approved additional funding in the amount of \$1,100,489 prorated in 2023, and annualized base funding of \$1,467,319 for 2024, plus \$381,199 for capital acquisition to establish a second dedicated ambulance (attached as Appendix "C") in response to our May 29, 2023, project proposal (attached as Appendix "D").

This additional dedicated ambulance funding will bring 2023 approved funding to a maximum of \$2,958,452, and base funding for 2024 to \$2,944,083.

In accordance with the agreement where the dedicated ambulance(s) are not being utilized by either the Neonatal Intensive Care Unit or Pediatric Intensive Care Unit teams they remain available for response to emergency 9-1-1 calls.

Alternatives for Consideration – Not Applicable

FINANCIAL - STAFFING - LEGAL IMPLICATIONS

Financial: The Ministry of Health is providing 100% funding for the capital and staffing costs of the dedicated transport vehicle therefore, there is no net levy impact.

Staffing: Council previously approved ten (10) full-time equivalents to provide the initial dedicated Neonatal Intensive Care Unit ambulance. This recent

approval requires the addition of a further ten (10) full-time equivalent staff to provide a second dedicated ambulance coverage 24 hours per day, 7 days

per week, 52 weeks of the year, inclusive of all related backfill costs.

Legal: N/A

HISTORICAL BACKGROUND

SUBJECT: Ministry of Health Funding for Pediatric Intensive Care Transport Ambulance (HSC23069) (City Wide) – Page 3 of 4

The Hamilton Health Sciences McMaster Children's Hospital operates a 47 bed, tertiary level Neonatal Intensive Care Unit and a Pediatric Intensive Care Unit with capacity to accommodate 12 patients. These Intensive Care Units are the referral centres for a catchment area of 2.2 million people and 27,000 births. The closest adjoining similar Intensive Care Unit programs are in London and in Toronto. An outreach program, and medical transport team, is operated by the McMaster Children's Hospital to enable the highest level of assessment, stabilization, and treatment at various outlying hospitals and to then provide care of the patient during transport by ambulance from the referring hospital back to McMaster Children's Hospital.

Dedicated ambulance resources provide capacity for a McMaster Children's Hospital transport team and related equipment to be transported from McMaster Children's Hospital to the referring hospital, to stabilize the patient at the referring hospital, and when the patient is ready for transport back to McMaster Children's Hospital.

In accordance with the *Ambulance Act*, the core legislated operating responsibility for the City of Hamilton is to provide the required resources for the provision of emergency land ambulance service to meet the needs of the residents and visitors to the City of Hamilton. Provision of dedicated ambulance transport resources to pick up a medical team and equipment at McMaster Children's Hospital, take them to an out of town referring hospital, wait for the medical team at the referring hospital, or to return the medical team, equipment, and patient from the out of town referring hospital back to McMaster Children's Hospital is outside the core funding responsibility of the City of Hamilton. Accordingly, the Ministry of Health provides the required 100% funding to provide dedicated ambulance resources.

Since the 2019 implementation of the dedicated Neonatal Intensive Care Unit ambulance utilization of the resource has increased and it became evident that their Pediatric Intensive Care Unit also required a level of dedicated transport support. Following discussion with McMaster, and with the support of the Provincial Committee on Maternal and Child Health, it was agreed that Hamilton Paramedic Service would submit a proposal for the operation of a second dedicated ambulance to support both the Neonatal Intensive Care Unit and Pediatric Intensive Care Unit programs at McMaster Children's Hospital.

POLICY IMPLICATIONS AND LEGISLATED REQUIREMENTS

Pursuant to the *Ambulance Act* (the Act) the City of Hamilton is the Designated Delivery Agent for all land ambulance services provided in the City of Hamilton. This service is known, and operated under Certificate 718, as the Hamilton Paramedic Service. The Hamilton Paramedic Service is the sole ambulance provider for the entire City of Hamilton, an area of approximately 1,117 square kilometres and a population of approximately 537,000 people.

SUBJECT: Ministry of Health Funding for Pediatric Intensive Care Transport Ambulance (HSC23069) (City Wide) – Page 4 of 4

In accordance with the Act, the Regulations pursuant to the Act, and the various Directives and Standards pursuant to both the Act and the Regulations, the City of Hamilton, in part:

- Determines the level of land ambulance service required to provide an appropriate level of service to the public within the City of Hamilton;
- Funds the cost of land ambulance service required to meet the needs of the public;
- Receives a conditional grant from the Province of Ontario as subsidy for the cost of provision of land ambulance service;
- Ensures their provision of land ambulance service meets the standards required by the Province of Ontario to achieve and to maintain certification; and
- Ensures the plan provided to the Ministry of Health Central Ambulance Communications Centre (CACC) for the deployment of the land ambulance resources it provides is approved in the manner designated by the Ministry of Health.

RELEVANT CONSULTATION

Ongoing consultation has occurred with McMaster Children's Hospital and with the Ministry of Health since the original 2019 approval.

Finance and Administration – Financial Planning Administration and Policy of the City of Hamilton were involved in the development and costing of all aspects of the initial 2019 proposal, each subsequent year budget submission, and the May 2023 proposal.

ANALYSIS AND RATIONALE FOR RECOMMENDATION

The need to support the McMaster Children's Hospital outreach team activities in responding to out of town referral hospitals and returning these critical patients to a higher level of care has increased. The received approval provides additional dedicated ambulance transport capacity to support these needs without negatively impacting City of Hamilton taxpayers.

APPENDICES AND SCHEDULES ATTACHED

Appendix "A" to Report HSC23069 - Revised Schedules B and D

Appendix "B" to Report HSC23069 - Accountability Agreement

Appendix "C" to Report HSC23069 - Minister's Letter

Appendix "D" to Report HSC23069 – Project Proposal

SCHEDULE "B" PROGRAM SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Base Funds	Existing Base Funding: \$1,476,764		
		tional Base Funding of up to \$1,100,489 pro-	
	rated for the 2023 calendar year		
	Total: \$2,577,253		
	Τοταί. ψ2,011,200		
	Note: 2024	calendar year and ongoing: Additional Annual Base	
	Funding will be \$1,467,319, bringing total base funding to		
	\$2,944,083.		
Maximum One-Time Funds	\$381,199 for 2023 Calendar Year		
Expiry Date	N/A		
Amount for the purposes	\$ 5,000		
of section A5.2 (Disposal)			
of Schedule "A"			
Insurance	\$ 5,000,00		
Contact information for the	Position:	Assistant Deputy Minister	
purposes of Notice to the			
Province	Address:	5700 Yonge Street, 6 th Floor	
		Toronto ON M2M 4K5	
	F	Curan Diagralla @ antonia an	
	Email:	Susan.Picarello@ontario.ca	
Contact information for the	Position:	Mayor	
purposes of Notice to the	Position.	iviayoi	
Recipient	Addross	The City of Hamilton	
Recipient	Address.	71 Main Street West	
		Hamilton ON L8P 4Y5	
		Hallilloll ON LOF 413	
	Email:	Andrea.Horwath@hamilton.ca	
		7 THAT GAT TO WALL STATEMENT TO	
Contact information for the	Position:	Interim City Manager	
senior financial person in			
the Recipient organization	Address:	The City of Hamilton	
(e.g., CFO, CAO) – to	71 Main Street West		
respond as required to	Hamilton ON L8P 1A1		
requests from the Province	7.6		
related to the Agreement	Email:	citymanager@hamilton.ca	
1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		511,1115H G T T T T T T T T T T T T T T T T T T	

Additional Provisions:

None

SCHEDULE "D" BUDGET

FUNDS

Funding Type	Amount	Funding Period
Maximum Base Funds	2023 calendar year: Existing Base Funding: \$1,476,764 New Additional Base Funding: \$1,100,489 (calendarized) Total: \$2,577,253 Note: 2024 calendar year and onwards: Additional Annual Base Funding will be \$1,467,319, bringing total base funding to \$2,944,083.	For each Funding Year from the Effective Date until the Maximum Base Funds change, or the Agreement is terminated.
Maximum One-time Funds	\$381,199	2023 Calendar Year

BUDGET

Maximum Base Funds – Hamilton			
Program	Dollars (2023 Calendar Year)	Dollars (2024 Calendar Year and onwards)	
Paramedic Salary, Wage & Benefits	\$ 2,312,573	\$ 2,652,880	
Materials	\$ 221,799	\$ 248,323	
Ambulance Amortization	\$ 42,881	\$ 42,881	
Total	\$ 2,577,253	\$2, 944,083	

Maximum One-Time Funds	
Program	Dollars (2023 Calendar Year)
Funding for purchase of dedicated vehicle	\$381,199

THE AGREEMENT effective as of the 4 hday of July , 2019
BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Health and Long-Term Care

(the "Province")

- and -

The City of Hamilton

(the "Recipient")

BACKGROUND:

The Province funds the Recipient to carry out the program (the "Program") as further described in Schedule A.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Program and the Province wishes to provide funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1 INTERPRETATION AND DEFINITIONS

- 1.1 **Interpretation.** For the purposes of interpretation:
 - (a) words in the singular include the plural and vice-versa;
 - (b) words in one gender include all genders;
 - (c) the background, if any, and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

- (d) any reference to dollars or currency shall be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.
- 1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:
 - "Act" means the Ambulance Act (Ontario).
 - "Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 30.1, and any amending agreement entered into pursuant to section 33.2.
 - "Ambulance" has the same meaning as defined in the Act.
 - "Budget" means the budget attached to the Agreement as part of Schedule "B".
 - "Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.
 - "Effective Date" means the date set out at the top of the Agreement.
 - "Event of Default" has the meaning ascribed to it in section 14.1.
 - "Funding Year" means:
 - (a) in the case of the first Funding Year, from the Effective Date to December 31; and
 - (b) in subsequent Funding Years, from January 1 to December 31.
 - **"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.
 - "Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.
 - "Maximum One-Time Funds" means the maximum one-time funds set out in Schedule "B".
 - "Notice" means any communication given or required to be given

pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default as provided for in section 14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section 14.4.

"Paramedic" has the same meaning as defined in the Act.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Payment Plan" means the payment plan set out in Schedule "C".

"Program" means the undertaking described in Schedule "A".

"Reports" means the reports described in Schedule "D".

"Timelines" means the Program timelines set out in Schedule "A".

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 **General.** The Recipient represents, warrants and covenants that:
 - (a) it is, and shall continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
 - (b) it has, and shall continue to have, the experience and expertise necessary to carry out the Program;
 - (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Program, the Funds or both; and
 - (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, shall maintain in writing, and shall follow:
 - (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to enable the Recipient's ongoing effective functioning;
 - (c) decision-making mechanisms for the Recipient;
 - (d) procedures to enable the Recipient to manage the Funds prudently and effectively;
 - (e) procedures to enable the Recipient to carry out the Program successfully;
 - (f) procedures to enable the Recipient to identify risks to the continuation of the Program and strategies to address the identified risks, all in a timely manner;
 - (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 8; and
 - (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.
- 2.4 **Supporting Proof.** Upon the request of the Province, the Recipient shall provide the Province with proof of the matters referred to in Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on December 31, 2019, unless terminated pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROGRAM

- 4.1 **Funds Provided.** The Province shall, in every Funding Year:
 - (a) provide the Recipient up to the Maximum One-Time Funds for the purpose of carrying out the Program;
 - (b) provide the Funds to the Recipient in accordance with the Payment Plan; and
 - (c) deposit the Funds into an account designated by the Recipient provided that:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.
- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:
 - (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section 11.2;
 - (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
 - (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section 8.1; and
 - (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Program; or
 - (ii) terminate the Agreement pursuant to section 13.1.

- 4.3 **Use of Funds and Carry out the Program.** The Recipient shall do all of the following:
 - (a) carry out the Program in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Program;
 - (c) spend the Funds only in accordance with the Budget; and
 - (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency or organization of the Government of Ontario.
- 4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
 - (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- 4.6 **Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Program, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- 4.7 **Funds Prorated.** The Province shall prorate the Funds to reflect the proportion of the Funding Year to which the Funds apply and during which the Agreement is in effect.
- 4.8 **Funds Not Cumulative.** All Funds described in the Budget shall be provided only for the stated Funding Year.
- 4.9 **Funds Kept Separate.** The Recipient acknowledges and agrees that this Agreement is separate from the Land Ambulance Service Grant 2014 (LASG 2014) agreement, and any other funding agreements, between the Parties, and that the Funds from this Agreement shall not be used towards the programs funded under other agreements and *vice versa*.

ARTICLE 5 REVISED SCHEDULES

- 5.1 **Revised Schedules.** The Province may, at any time, upon consultation with the Recipient, provide any or all of the following:
 - (a) a new Schedule "A" (Program);
 - (b) a new Schedule "B" (Budget);
 - (c) a new Schedule "C" (Payment Plan); and
 - (d) a new Schedule "D" (Reports).
- Deemed to be Replaced. If the Province provides a new schedule in accordance with section 5.1, the new schedule shall be deemed to be either Schedule "A" (Program), Schedule "B" (Budget), Schedule "C" (Payment Plan) or Schedule "D" (Reports), as the case may be, (collectively referred to as "New Schedules"), for the period of time to which it relates, provided that if the Recipient does not agree with all or any of the New Schedules, the Recipient may terminate the Agreement pursuant to section 12.1.

ARTICLE 6 ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

- 6.1 **Acquisition.** If the Recipient acquires goods, services or both with the Funds, it shall:
 - (a) do so through a process that promotes the best value for money; and
 - (b) comply with the *Broader Public Sector Accountability Act, 2010*, including any procurement directive issued thereunder, to the extent applicable.
- 6.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded \$5,000 at the time of purchase.

ARTICLE 7 CONFLICT OF INTEREST

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Program and use the Funds without an actual, potential or perceived conflict of interest.
- 7.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
 - (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions.

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program, the use of the Funds or both.

- 7.3 **Disclosure to Province.** The Recipient shall:
 - (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW

- 8.1 **Preparation and Submission**. The Recipient shall:
 - (a) submit to the Province, at the address provided in section 17.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
 - (b) submit to the Province, at the address provided in section 17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
 - (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 8.2 **Record Maintenance.** The Recipient shall keep and maintain:
 - (a) all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
 - (b) all non-financial documents and records relating to the Funds or otherwise to the Program.
- 8.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province, may, at the Province's own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Program and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
 - (a) inspect and copy the records and documents referred to in section 8.2:
 - (b) remove any copies made pursuant to section 8.3(a) from the Recipient's premises; and
 - (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Program or both.
- 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 8.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.
- 8.6 **Auditor General.** The Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 9 COMMUNICATIONS REQUIREMENTS

- 9.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall acknowledge the support of the Province in a form and manner as directed by the Province.
- 9.2 **Publication.** The Recipient shall indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 10 INDEMNITY

10.1 **Indemnification.** The Recipient hereby agrees to 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, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Program or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11 INSURANCE

- 11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and shall maintain, 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 carrying out a program similar to the Program 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 dollars (\$5,000,000) per occurrence. The policy shall include the following:
 - (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and

- (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall:
 - (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section 11.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section 11.1; and
 - (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Province or the Recipient may terminate the Agreement at any time upon giving at least 30 days' Notice to the other Party.
- 12.2 **Consequences of Termination on Notice.** If either the Province or the Recipient terminates the Agreement pursuant to section 12.1, the Province may take one or more of the following actions:
 - (a) cancel all further instalments of Funds;
 - (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Program, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount owing pursuant to section 12.2(b); and
 - (ii) subject to the availability of Maximum One-Time Funds provide Funds to the Recipient to cover such costs.

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs to the Province by giving Notice to the Recipient.
- 13.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:
 - (a) cancel all further instalments of Funds;
 - (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Program and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** If, pursuant to section 13.2(c), the Province determines that the costs to wind down the Program exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
 - (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Program;
 - (ii) use or spend Funds; or

- (iii) provide, in accordance with section 8.1, Reports or such other reports as may have been requested pursuant to section 8.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.
- 14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may take, at any time, without liability, penalty or costs to the Province, one or more of the following actions:
 - (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Program;
 - (b) provide the Recipient with an opportunity to remedy the Event of Default;
 - (c) suspend the payment of Funds for such period as the Province determines appropriate;
 - (d) reduce the amount of the Funds;
 - (e) cancel further instalments of Funds;
 - (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
 - (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
 - (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
 - (i) upon giving Notice to the Recipient, terminate the Agreement immediately.

- 14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:
 - (a) the particulars of the Event of Default; and
 - (b) the Notice Period.
- 14.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:
 - (a) the Recipient does not remedy the Event of Default within the Notice Period;
 - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

- 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:
 - (a) demand the return of the unspent Funds; and
 - (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 PAYMENT

- 16.1 **Payment of Overpayment.** If, at any time during the term of the Agreement, the Province provides Funds in excess of the funds to which the Recipient is entitled under the Agreement, the Province may take one or more of the following actions:
 - (a) deduct an amount equal to the excess Funds from any further instalments of Funds; and
 - (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 16.2 **Debt Due.** If, pursuant to the Agreement,:
 - (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
 - (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.4 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided in section 17.1.
- 16.5 **Failure to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

ARTICLE 17 NOTICE

17.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Health and Long-Term Care 56 Wellesley Street West Toronto ON M5S 2S3

Attention:

Alison Blair
Executive Director
Hospitals and Emergency
Services Division
Email:
Alison.Blair@ontario.ca

To the Recipient:

City of Hamilton P.O Box 2040 Hamilton ON L8P 4Y5

Attention:

Mr. Paul Johnson General Manager Healthy and Safe Communities

- 17.2 **Notice Given.** Notice shall be deemed to have been given:
 - (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
 - (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.
- 17.3 **Postal Disruption.** Despite section 17.2(a), in the event of a postal disruption:
 - (a) Notice by postage-prepaid mail shall not be deemed to be received; and
 - (b) the Party giving Notice shall provide Notice by email, personal delivery or fax.

ARTICLE 18 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and

the Recipient shall comply with such terms and conditions.

ARTICLE 19 SEVERABILITY OF PROVISIONS

19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20 WAIVER

- 20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article 17.0, ask the other Party to waive an obligation under the Agreement.
- 20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section 20.1 shall:
 - (a) be valid only if the Party granting the waiver provides it in writing; and
 - (b) apply only to the specific obligation referred to in the waiver.

ARTICLE 21 INDEPENDENT PARTIES

21.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1 **No Assignment.** The Recipient shall not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- 22.2 **Agreement Binding.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs,

executors, administrators, successors and permitted assigns.

ARTICLE 23 GOVERNING LAW

23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in the courts of Ontario, which shall have exclusive jurisdiction over such proceedings.

ARTICLE 24 FURTHER ASSURANCES

24.1 **Agreement into Effect.** The Recipient shall provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and shall otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 25 JOINT AND SEVERAL LIABILITY

25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 26 RIGHTS AND REMEDIES CUMULATIVE

26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

ARTICLE 27 BROADER PUBLIC SECTOR ACCOUNTABILITY ACT

27.1 **Broader Public Sector Accountability Act, 2010 Prevails.** If the Recipient is subject to the Broader Public Sector Accountability Act, 2010 and there is a conflict between any of the requirements of the Agreement and the requirements of that Act, the Broader Public Sector Accountability Act, 2010 shall prevail.

ARTICLE 28 ACKNOWLEDGEMENT

- 28.1 The Recipient acknowledges that:
 - (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act,* 2010 (Ontario), the *Public Sector Salary Disclosure Act,* 1996 (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act*, 2010 (Ontario);
 - (c) the Funds are:
 - (i) to assist the Recipient to carry out the Program and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the Public Sector Salary Disclosure Act, 1996 (Ontario);
 - (d) the Province is not responsible for carrying out the Program; and
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 29 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 29.1 Other Agreements. If the Recipient:
 - (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

ARTICLE 30 SCHEDULES

- 30.1 **Schedules.** The following schedules are schedules to the Agreement:
 - (a) Schedule "A" Program;
 - (b) Schedule "B" Funds and Budget;
 - (c) Schedule "C" Payment Plan; and
 - (d) Schedule "D" Reports.

ARTICLE 31 SURVIVAL

31.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, shall continue in full force and effect for a period of seven years from the date the Agreement is terminated: Article 1 and any other applicable definitions, sections 2.1(a), 4.2(d), 4.4, 4.6, 4.7, and 4.8, , section 6.2, section 8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 8.3, 8.4, 8.5, 8.6, Article 9, Article 10, section 12.2, sections 13.1, 13.2 and 13.3, sections 14.1, 14.2(d), (e), (f), (g) and (h), Article 16, Article 17,

- Article 19, section 22.2, Article 23, Article 25, Article 26, Article 28, Article 29, Article 30, Article 31 and Article 33.
- 31.2 **Survival After Creation.** Section 8.2 and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date on which the document or record referred to in section 8.2 was created.
- 31.3 **Conflict.** In the event of a conflict between the operation of section 31.1 and section 31.2, the more stringent interpretation shall prevail.

ARTICLE 32 COUNTERPARTS

32.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Agreement continues on next page.

ARTICLE 33 ENTIRE AGREEMENT

- 33.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 33.2 **Modification of Agreement.** Except as otherwise provided for in the Agreement, the Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Health and Long-Term Care

Name: Alison Blair

Title: Executive Director Hospitals and Emergency

Services Division

City of Hamilton

Name: Paul Johnson Title: General Manager,

Healthy and Safe Communities

I have authority to bind the Recipient.

Ministry of Health

Office of the Deputy Premier and Minister of Health

777 Bay Street, 5th Floor Toronto ON M7A 1N3 Telephone: 416 327-4300 www.ontario.ca/health

Ministère de la Santé

Bureau du vice-premier ministre et du ministre de la Santé

777, rue Bay, 5e étage Toronto ON M7A 1N3 Téléphone: 416 327-4300 www.ontario.ca/sante



October 31, 2023

eApprove # 182-2023-510

Her Worship Andrea Horwath Mayor The City of Hamilton 71 Main Street West Hamilton ON L8P 4Y5

Dear Mayor Horwath:

I am pleased to advise you that the Ministry of Health will provide the City of Hamilton one time funding of up to \$381,199 and base funding of up to \$1,100,489 pro-rated in calendar year 2023, effective April 1, 2023 bringing the total maximum funding to up to \$2,958,452. For calendar year 2024 and ongoing, the ministry will provide the annualized base funding of \$1,467,319 bringing the total maximum base funding of up to \$2,944,083 under the Accountability Agreement. This funding is to support the operation of a second specialized ambulance for inter-facility transports for critically ill neonatal patients.

The Assistant Deputy Minister of the Emergency Health Services Division will write to the City of Hamilton shortly concerning the terms and conditions governing this funding.

Thank you for your dedication and commitment to serving this highly vulnerable and unique population.

Sincerely

Sylvia Jones

Deputy Premier and Minister of Health

c: Janette Smith, City Manager, City of Hamilton

Alison Blair, Associate Deputy Minister, Health Integration and Partnerships, Ministry of Health

Susan Picarello, Assistant Deputy Minister, Emergency Health Services Division, Ministry of Health



PEDIATRIC INTENSIVE CARE UNIT (PICU) AMBULANCE PROPOSAL

A partnership between Hamilton Paramedic Service, McMaster Children's Hospital & the Ministry of Health

ABSTRACT

This proposal outlines the need for, requirements of and financial backing required for Hamilton Paramedic Service to provide a dedicated PICU ambulance for the safe and timely transport of McMaster Pediatric Transport Teams (PTT) and infants/children.

Date Submitted: May 29, 2023

Michael Sanderson

Chief, Hamilton Paramedic Service

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EXECUTIVE SUMMARY

This implementation plan provides information for the addition of one ambulance and the required paramedic staff for Pediatric Intensive Care Unit (PICU) support 24 hours per day, 365 days of the year.

Implementation of the program for the 2023 calendar year will require one-time capital support in the amount of \$381,198.68 and annualized operational support in the amount of \$1,467,319.08 (pro-rated for the balance of the 2023 calendar year).

In years after 2023, inflationary wage and operating cost increases will be required.

The operationalization of the additional vehicle will take four to six weeks after confirmation of available funding and agreement on the operational aspects of this additional resource.

BACKGROUND

Pursuant to the Ambulance Act (the Act) the City of Hamilton is the "Designated Delivery Agent (DDA) for all land ambulance services provided in the City of Hamilton. This service is known, and operated under Certificate 718, as the Hamilton Paramedic Service (HPS). The HPS is the sole ambulance provider for the entire City of Hamilton, an area of approximately 1,117 square kilometres and a population of approximately 537,000 people.

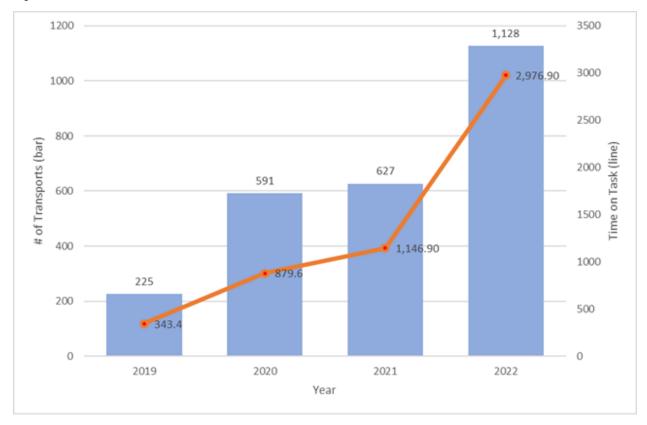
In accordance with the Act, the Regulations pursuant to the Act, and the various Directives and Standards pursuant to both the Act and the Regulations, the City of Hamilton, in part:

- Determines the level of land ambulance service required to provide an appropriate level of service to the public within the City of Hamilton; and
- Funds the cost of land ambulance service required to meet the needs of the public;
 and
- Receives a conditional grant from the Province of Ontario as subsidy for the cost of provision of land ambulance service; and
- Ensures their provision of land ambulance service meets the standards required by the Province of Ontario to achieve and to maintain certification; and
- Ensures the plan provided to the Ministry of Health and Long-Term Care (MOHLTC)
 Central Ambulance Communications Centre (CACC) for the deployment of the land
 ambulance resources it provides is approved in the manner designated by the
 MOHLTC.

At present, the Hamilton Paramedic Service (HPS) approved deployment plan does provide for the pick up by ambulance of both Neonatal Intensive Care Unit (NICU) and Pediatric Intensive Care Unit (PICU) teams and equipment at a hospital (the sending hospital) for transportation to another hospital (the receiving hospital). The NICU transport is funded 100% by the Ministry of Health to ensure responsive, timely and safe care of neonates between hospitals. The PICU transport is currently not funded by the Ministry of Health and is therefore provided as and where resources are available.

The benefit of the NICU agreement is the ability of the ambulance to wait for the NICU team, then either transport the team and neonate to a primary hospital, or back to MUMC for additional assignments. This model has been successful since its implementation, and has seen a 401.3% increase in events and 766.8% increase in time on task from 2019 to 2022. For a complete breakdown, please see Figure 1.





In addition to the 47 bed, tertiary level, NICU operated at Hamilton Health Sciences McMaster Children's Hospital (MCH), the Pediatric Intensive Care Unit (PICU) has the capacity to accommodate 12 patients from a catchment area of 2.2 million. The closest adjoining similar NICU and PICU programs are located in London and in Toronto. In response to this demand, MCH in addition to its NICU transport team, began its PICU transport team in December 2021, and allows the highest level of assessment, stabilization, and treatment at various outlying hospitals and to then provide care of the patient during transport by ambulance to the MCH.

With the success of the NICU transport program, HPS was contacted by MCH in mid 2021 to discuss options for the provision of an additional dedicated land ambulance resource, operated by the City of Hamilton, for the purpose of transporting not only NICU teams, but the addition of PICU medical teams. The objective would be to transport these medical teams and equipment to the sending hospitals, await the team and patient readiness to return to MCH, and to then transport the patient, team, and equipment back to MCH. Estimates on the frequency of use vary.

HPS, and the City of Hamilton, recognize the importance of both the MCH NICU and PICU programs, including the outreach of these programs to various sending hospitals

Appendix "D" to Report HSC23069

Hamilton Paramedic Service Pediatric Intensive Care Unit (PICU) Ambulance Implementation and Deployment

May 29, 2023

for treatment, stabilization, and transportation. In support of the Provincial PICU pressures exacerbated by the COVID pandemic the HPS has supported PICU transfers, in addition to the already funded NICU transfers, pending consideration of this funding request.

While HPS will continue supporting PICU transfers as a secondary priority pending consideration of funding the continued systems pressures that include hospital OLD's, the aging population, and the expectation of residents for timely paramedic response, make it very difficult to provide MCH with a second dedicated ambulance resource for PICU transfer absent funding from the MOH. The value of having an additional dedicated ambulance resource available to MCH for NICU/PICU is appreciated.

We support the need for, and are prepared to provide, a second dedicated ambulance in support of the MCH operations, and in support of various sending hospital needs, provided such costs are fully funded directly from the MCH or by the MOH through conditional grant funding.

IMPLEMENTATION PLAN

Assuming no specialized equipment other than what is currently being used, HPS can put into operation an additional dedicated NICU/PICU Transport Ambulance within approximately four (4) to six (6) weeks of achieving an agreement on funding and operation of the resource. Dependent on the complexity of any proposal an agreement may require various approvals including, but not limited to, legal services, risk management, senior leadership, and potentially Council approval. The language in the current NICU funding agreement has already been accepted by legal services and approved by Council. Duplication of that agreement should be quickly approved.

After achieving funding agreement, the implementation plan is expected to include a deployment plan agreement, staffing assignment agreement, and equipment procurement and activation. The processes for these will occur concurrently.

Deployment Plan

While there are various potential models for deployment of the NICU/PICU Ambulance they essentially revolve around whether the crew and ambulance will be exclusively assigned and available to the MCH and perform no other activities (dedicated assignment).

Based on the success of the NICU program currently operating, HPS proposes for the second NICU/PICU vehicle we use the current deployment model. This includes the following:

When an activation is received send the first or appropriate paramedic crew directly to MCH for team and equipment pick up. Their normally assigned ambulance, that they have been using for day to day activities, would be utilized for the transport. This model would be similar to what we are already doing for NICU team and equipment transports when they occur.

Local Operating Procedure (LOP) Adjustments Anticipated

The following would require insertion into the CACC LOP for the purpose of implementation:

- On receipt of request for Pediatric Transport the CACC will determine the most appropriate vehicle that can arrive at McMaster within 15 minutes Code 4. In deciding the "most appropriate" vehicle, the following criteria will be considered in priority order:
 - o End of shift consideration
 - Meal rest breaks consideration
 - PCP (preferred)

- o ACP
- o ACP-P
- 2. Final PICU team transfer destinations may change as result of patient condition. Therefore, paramedics should **ensure the fuel tank is full** prior to departure.
- 3. Where an ambulance is assigned to a PICU Transport the ACO will ensure the following:
 - a. In accordance with the MOH contract, an ambulance assigned to an urgent NICU response will not be reassigned to another call while enroute to MCH.

Where an ambulance is assigned to a PICU the paramedic crew on that ambulance will:

- Assist the PICU Transport team with the loading, unloading, and securing of all required equipment into the ambulance as appropriate;
- Transport the PICU Team to and from the pickup hospital location in a manner consistent with the urgency and priority of the call and in accordance with all related legislation and policy;
- Upon arrival at the sending hospital await the PICU transport team readiness to return to McMaster, ensuring that a method of contact is immediately available to the PICU team;
- Assist the PICU team in the operation of any ambulance specific equipment as requested;

Complete required documentation in accordance with the current Ontario Ambulance Documentation Standards.

Staffing Assignment

The existing NICU/PICU Transport Team, configured with hospital medical staff as appropriate for the situation, will maintain responsibility for all patient care. Paramedics assigned to the NICU/PICU ambulance are a resource intended to assist the NICU/PICU Transport Team with the related ambulance equipment, the transport environment, and where needed to provided patient care within their specific level of certification. Based on this analysis the paramedics assigned to a NICU/PICU ambulance response may be certified as either a Primary Care Paramedic (PCP) or Advanced Care Paramedic (ACP).

Wage and benefit costs for the additional paramedic staff required to support the dedicated NICU/PICU ambulance program is established at the PCP level and wage costs in the funding request are based on this criteria. In the event an ACP is assigned to the activity based on the proposed deployment model there will be no adjustment to the costs. The current Collective Agreement wage rates for a PCP are extracted for reference purposes below. The current Collective Bargaining Agreement (CBA) expired

March 31, 2020 and an arbitration date is set for May 31, 2023. Our 2023 budget anticipates a PCP top step of \$62.10 inclusive of salary, benefits, statutory holiday pay, and shift premiums.

The actual current salary schedule in the CBA pre-arbitration is copied below:

SALARY SCHEDULE

Primary Care Paramedics

	First Year	After 1 year	After 2 years
April 1, 2016 (1.5%)	\$35.65	\$36.77	\$37.94
April 1, 2017 (2.0%)	\$36.36	\$37.51	\$38.70
April 1, 2018 (2.0%)	\$37.09	\$38.26	\$39.47
April 1, 2019 (2.0%)	\$37.83	\$39.03	\$40.26

Figure 1 OPSEU PCP Wage Rates - Current CBA

In addition to the hourly wage, an additional 25% is added to the hourly salary, to cover negotiated employee benefits. This addition makes the total hourly wage, including benefits, of PCP's to be \$50.33/hour.

Staffing required to cover one ambulance 24 hours per day, 365 days of the year, a total of 10 Full Time Equivalents (FTE) are normally required. Our Collective Agreement provides for a 42-hour work week (2,184 hours per year). We utilize a four-platoon basic staffing model which requires eight (8) paramedics to sustain as visually represented below. In each two-week period each paramedic is assigned to seven 12-hour shifts (84 hours or an average of 42 hours per week)

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Days	1	1	2	2	1	1	1	4	4	3	3	4	4	4
Nights	3	3	4	4	3	3	3	2	2	1	1	2	2	2
Platoons 1, 2, 3, 4 - each has two paramedics per transport ambulance														

Figure 2 Sample Platoon Staffing Schedule

In addition to the basic requirements sustaining coverage for absences requires additional staff. These absences typically include such items as Statutory Holiday Lieu Days, Vacation, Sick time, Bereavement, Education, and any other absences as outlined in the Collective Agreement or legislation. Historically this has worked out to an approximate 25% shift replacement requirement. A further two (2) FTE's of either Float

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Full Time staff or Part Time Shift replacement are therefore required in addition to the eight (8) FTE's assigned to the ambulance.

With an existing part-time staff complement of approximately 70 paramedics we anticipate being able to post and fill the full-time positions within two-four weeks of confirmation of funding approval.

All education required for maintenance of certification, and to fulfil employment obligations, is provided by the HPS or, in the case of the performance of delegated medical acts, by the Base Hospital program (Centre for Paramedic Education and Research, or CPER).

Equipment Procurement and Activation

The additional NICU/PICU ambulance provided will meet the operational specifications as per the Ontario Provincial Land Ambulance and Emergency Response Vehicle Standard. The vehicle of choice for Hamilton is the same as the standardized vehicle currently in use across the entire City of Hamilton transport ambulance fleet (Demers MX164). The NICU/PICU ambulance will be fully equipped in accordance with the Land Ambulance Vehicle and Equipment Standards including the Stryker Power Lift system and Stryker Power Cot.

Due to logistical chain issues associated with the COVID19 pandemic, procurement and fit up timelines for the purchased vehicle and equipment is estimated at 12-18 months. However, as the Demers unit and specified equipment are already our standard operating unit, we have the ability for immediate implementation through short term utilization of a mechanical spare ambulance until the actual designated unit and equipment are procured. Further, in the event of repair or maintenance needs an existing ambulance can appropriately be used to ensure program continuity.

Capital equipment costing, and equipment provision, for the proposed NICU/PICU ambulance includes only the equipment specified in Appendix 1. The Transport Incubator, transport incubator deck, and any required specialized pumps, ventilators or NICU/PICU equipment will be provided and maintained by the MCH as needed and appropriate to the call details.

All required NICU/PICU Ambulance maintenance will be performed under the same Service Level Agreement (SLA) between the HPS and the City of Hamilton Fire Department Mechanical Services program. The mechanical staff in this program have extensive experience with the Demers MX164 vehicle, including participation in vendor specific training and orientation activities.

All required NICU/PICU Ambulance equipment maintenance will be performed in accordance with existing HPS programs. These consist of activities ranging from staff checks, logistics technician checks and repairs, through to vendor inspection and maintenance as appropriate to the individual piece of equipment.

FINANCIAL

The required financial support to implement the NICU/PICU Ambulance program as described, is identified as January 2023 which includes a 2% cost increase from the start-up NICU costs. An increase of 2.5% to cover for known cost increases, specifically the known CBA wage increase, has been added for 2024. For the 2024 calendar year the one-time capital costs are removed and a further 2.5% has been added to staffing and other related costs.

Description	Jan 2023 Annualized Estimate	2024	2025
Vehicle and Equipment (Capital - One Time Cost) (see Appendix 1) (ongoing maintenance and future replacement costs to be managed as operating budget line item)	\$381,198.68	N/A	N/A
Wages and Benefits 2 Paramedics, 24 hours per day, 365 days per year PCP Year 3 Rate All benefits as per CBA Inclusive of all anticipated backfill costs for absences	\$1,361,226.53	\$1,395,257.19	\$1,430,138.62
Vehicle Operating Costs Estimate based on 20,000 km/year, inclusive of vehicle maintenance, operating, and contribution to reserves (amortization) for life cycle replacement	\$100,679.55	\$103,196.54	\$105,776.45
Other Operating Costs Vehicle AVL, Cellular, Sim Cards, Vehicle Registration, etc.	\$5,413.00	\$5,548.33	\$5,687.03

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Capital and Operating Budget Request	\$1,848,517.76	\$1,504,002.06	\$1,541,602.11
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Based on the expected operating parameters for the 2023 calendar year we anticipate a funding need, inclusive of one-time capital costs, of \$1,848,517.76. For subsequent operating years we will base operating requests on the operating experience and activities during the preceding year.

Hamilton Paramedic Service Pediatric Intensive Care Unit (PICU) Ambulance Implementation and Deployment

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CONTACT INFORMATION

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APPENDIX Vehicle and Equipment Specifications

2023 Estimate Costs	Equipment	Ambulance	Total
Ambulance		\$210,487.00	
Load system - power	\$28,013.77		
Stretcher - power	\$30,808.55		
conversion costs		\$15,500.00	
Ambulance Communication Equipmment (bewhere install / AVL/ Garmin		\$2,120.00	
StrairChair	\$3,985.00		
Scoop Stretcher	\$1,403.00		
back boards	\$500.00		
Ked	\$400.00		
Suction units	\$650.00		
Pediamate	\$500.00		
response Bags	\$5,150.00		
Bins / Equipment	\$4,000.00		
Cardiac Monitor / Defib	\$39,031.36		
Zoll Autopulse	\$15,300.00		
Computers x 2 toughbooks	\$8,500.00		
Imedic x 2 Cadlinik licensing	\$6,200.00		
corporate Software costs	\$1,200.00		
Software support costs	\$3,700.00		
Misc Helments Life Jackets books etc	\$3,750.00		
Total	\$153,091.68	\$228,107.00	\$381,198.68



DEMERS MX 164 SPECS

Chassis	Chevrolet Express 3500/4500 Ford E350/E450
Drive Type	2x4
Overall Length	271" to 278"
Overall Width*	95"
Overall Height**	106"
Interior Headroom	72"
Wheelbase	158" to 159"
Avg. Payload Capacity	Up to 4,500 lbs.

sand