

BY-LAW NUMBER 17-115

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

A By-law to enter into a Memorandum of Understanding with the County of Simcoe to establish and operate a multi-jurisdictional, multi-disciplinary hazardous material (hazmat) incident response team

WHEREAS the Municipal Act, 2001, 5.0. 2001, c. 25 authorizes municipalities to enter into agreements with other government bodies; and

AND WHEREAS the Township of Clearview deems it expedient to enter into a Memorandum of Understanding with the County of Simcoe to establish and operate a multi-jurisdictional, multi-disciplinary hazardous materials (hazmat) incident response team.

NOW THEREFORE Council of the Corporation of the Township of Clearview hereby enacts as follows:

1. That the Memorandum of Understanding attached hereto as "Schedule A" forms part of this By-law.
2. That the Mayor and Clerk be authorized to execute the Memorandum of Understanding on behalf of the Township of Clearview.
3. That this by-law shall come into force and effect on the date of final passing thereof.

By-law Number 17-115 read a first, second and third time and finally passed this 11th day of December, 2017.

MAYOR

DIRECTOR OF LEGISLATIVE SERVICES/CLERK

This Memorandum of Understanding is made in 20 originally executed copies.

**A MEMORANDUM OF UNDERSTANDING MADE AS OF
2017
TO ESTABLISH AND OPERATE A MULTI-JURISDICTIONAL, MULTI-DISCIPLINARY HAZARDOUS
MATERIALS (HAZMAT) INCIDENT RESPONSE TEAM**

BETWEEN:

**THE COUNTY OF SIMCOE
("County")**

AND

**PARTICIPATING COMMUNITIES:
Chippewas of Rama First Nation
City of Orillia
Township of Adjala-Tosorontio
Town of Bradford West Gwillimbury
Township of Clearview
Town of Collingwood
Township of Essa
Town of Innisfil
Town of Midland
Town of New Tecumseth
Township of Oro-Medonte
Town of Penetanguishene
Township of Ramara
Township of Severn
Township of Springwater
Township of Tay
Township of Tiny
Town of Wasaga Beach**

("P/C")

AND:

THE CITY OF BARRIE

WHEREAS:

- The County, Participating Communities, and the City of Barrie desire there to be a trained, multi-disciplinary Hazmat Incident Response Team within Simcoe County available to respond to large-scale or complex life threatening or environmental, natural, or human-caused hazardous materials emergencies in the area.

- The Hazmat Incident Response Team will operate through a unified command system under the direction of the Barrie Fire and Emergency Service Operations Sector Officer.
- Overall incident command responsibility rests with the Requesting Participating Community (as defined herein) having jurisdiction in the area of the Hazmat Incident.

NOW THEREFORE the Parties agree to as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions – In this Memorandum of Understanding:

“Barrie Fire and Emergency Service Hazmat Team” means personnel provided by the City of Barrie to the Hazmat Incident Response Team, as set out in Schedule “B” in connection with one or more Incident(s).

“BFES” means Barrie Fire and Emergency Service.

“CANUTEC” means the Canadian Transport Emergency Centre operated by Transport Canada which provides emergency response information and assistance on a 24-hour basis for responders to HAZMAT Incidents.

“Hazmat Incident Response Team” means a Simcoe County multi-disciplinary team of fire, police, and paramedic emergency responders as set out in Schedule “B” hereto with professional competencies of NFPA 1072 and other areas of expertise to respond to large-scale or complex life or environmentally threatening natural or human-caused hazardous materials emergencies in the area. Fire responders will represent fire departments of all participating communities.

“Casualty Collection Point” means a point normally located in the transition area between the Hot and Warm Zones, established for the triage and stabilization of patients.

“Hazmat Incident” means a large-scale or complex natural or human-caused hazardous materials emergency or occurrence in the area, which poses a serious risk of harm to the health and safety of persons, living things, or the natural environment.

“Hazmat Operating Manual” is a manual of operating guidelines prepared by the County HAZMAT Working Group concerning the use of the Hazmat Incident Response Team, as amended from time to time by the parties hereto (the “Parties”).

“Cold Zone” means an area not contaminated by hazardous materials that normally contains the incident command post and such other support functions as are deemed necessary to control the Incident.

“Equipment” or “County-owned Equipment” unless the context requires otherwise, means equipment owned and supplied by the County to the City of Barrie for use by the Hazmat Incident Response Team in responding to an Incident pursuant to this Memorandum of Understanding.

“Georgian Central Ambulance Communications Centre” means the Ministry of Health and Long-Term Care department responsible for the provision of public safety communications services to the County of Simcoe Paramedic Services.

“HAZMAT Working Group” – the Team oversight group consisting of senior personnel representing the primary response disciplines of emergency management, public health, paramedic services, and fire services.

“HAZMAT Training Sub-Committee” – a sub-committee of the HAZMAT Working Group charged with the development of all training and operational standards for the Team, consisting of technical experts from emergency management, fire services, paramedic services, public health, and acute care.

“Hot Zone” means an area that is highly toxic due to the presence of hazardous materials which extends far enough to prevent adverse effects of hazards to personnel outside the zone. Entering the “hot” zone without appropriate personal protective equipment can be life threatening.

“Incident” where used in this Memorandum of Understanding shall have the same meaning as the term “Hazmat Incident”.

“Incident Command” means the senior personnel on scene, representing the Participating Community having jurisdiction, responsible at all times for the overall direction and coordination of all activities at the Incident site including the development of strategies and tactics and the ordering and release of resources.

“NFPA” means the National Fire Protection Association, an international association that develops, publishes, and disseminates consensus codes and standards intended to minimize the possibility and effects of fire and other risks.

“NFPA 1072 operations level” means competency standards for all personnel responding to Hazmat Incidents, including entry into the Warm Zone and/or Hot Zone for the purpose of implementing or supporting actions to protect nearby persons, the environment, or property from the release of hazardous materials emergencies in the area.

“NFPA 473 standards” means competency standards for emergency medical service personnel responding to Hazmat Incidents, specifically covering the requirements for basic life support and advanced life support in the pre-hospital setting.

“Participating Communities” mean geographic areas whose inhabitants are incorporated as a municipality, or a First Nation Band, or a civilian fire service of a military establishment.

“Requesting Participating Community” means the Participating Community which requests activation of the Hazmat Incident Response Team pursuant to this Agreement.

“Party” means any of the City of Barrie, the County, or any of the Participating Communities. “Parties” shall mean all of them.

“Warm Zone” means the controlled transition zone between the Hot Zone and the Cold Zone, where Hot Zone support, medical management of patients (if required) and the decontamination of individuals and equipment takes place, and which requires the use of personal protective equipment.

- 1.2 Headings** – The headings in this Memorandum of Understanding are for convenience only and are not intended to modify or be used in the interpretation of this Memorandum of Understanding.
- 1.3 Other Memoranda of Understanding** – Subject to section 4.5 herein (Use of the Equipment), this Memorandum of Understanding shall not prevent the City of Barrie from entering into agreements with other municipalities to provide HAZMAT response services as an entity separate from the HAZMAT Incident Response Team. The City shall be responsible, at its sole expense, for the cost of any necessary repair or replacement of any Equipment that is damaged while deployed by the City of Barrie as part of its own independently run emergency response services. The County shall not be responsible for paying any costs, where the City of Barrie has contracted or made arrangements allowing for its independent response services.
- 1.4 Conflict Schedule and Operating Manual** – In the event of a conflict between the body of this Memorandum of Understanding and Schedules “A”, “B”, “C” or “D” or the current edition of the HAZMAT Operating Manual, the body of this Memorandum of Understanding shall take precedence to the extent of the conflict.
- 1.5 Severability** – If any term of this Memorandum of Understanding shall be held to be illegal, invalid, unenforceable, null, void or inoperative by a court of competent jurisdiction, the remaining terms shall remain in full force and effect.
- 1.6 Entire Agreement** – This Memorandum of Understanding, including Schedules “A”, “B”, “C”, and “D” constitutes the entire agreement of the Parties, with respect to the establishment of a HAZMAT Incident Response Team hereunder and supersedes any previous agreement whether written or verbal.

ARTICLE 2: NOTICES

- 2.1 Notice** – Any notice permitted or required to be given pursuant to this Memorandum of Understanding shall be in writing and delivered personally, sent by facsimile transmission or by registered mail to the contact persons at the following addresses:

To the City of Barrie:

Fire Chief City of Barrie
PO Box 400
Barrie, Ontario L4N 4T5

To the County:

Manager, 911 & Emergency Planning
County of Simcoe
1110 Highway 26
Midhurst, Ontario L0L 1X0

To Participating Communities:

Fire Chief
Township of Adjala-Tosorontio
7855 30 Sideroad
Adjala, Ontario L9R 1V1

Fire Chief
Town of Bradford West Gwillimbury
100 Dissette Street
Unit 7 & 8
P.O. Box 100
Bradford, Ontario L3Z 2A7

Fire Chief
Township of Clearview
Box 200
217 Gideon St.
Stayner, Ontario L0M 1S0

Fire Chief
Town of Collingwood
P.O. Box 157
97 Hurontario Street
Collingwood, Ontario L9Y 3Z5

Fire Chief
Township of Essa
5786 County Road 21
Utopia, Ontario L0M 1T0

Fire Chief
Town of Innisfil
2101 Innisfil Beach Road
Innisfil, Ontario L9S 1A1

Fire Chief
Town of Midland
575 Dominion Avenue
Midland, Ontario L4R 1R2

Fire Chief
Town of New Tecumseth
Box 910
10 Wellington Street East
Alliston, Ontario L9R 1A1

Fire Chief
City of Orillia
50 Andrew Street South, Suite 300
Orillia, Ontario L3V 7T5

Fire Chief
Township of Oro-Medonte
148 Line 7 South
Oro, Ontario L0L 2X0

Fire Chief
Town of Penetanguishene
10 Robert Street West
PO Box 5009
Penetanguishene, Ontario L9M 2G2

Fire Chief
Chippewas of Rama First Nation
5884 Rama Road, Suite 200
Rama, Ontario L0K 1T0

Fire Chief
Township of Ramara
1651 Ethel Dr.
Brechin, ON (need PC)

Fire Chief
Township of Severn
P.O. Box 159
Orillia, Ontario L3V 6J3

Fire Chief
Township of Springwater
2231 Nursery Road
Minesing, Ontario L0L 1Y2

Fire Chief
Township of Tay
4987 Talbot Street
Port McNicoll, ON (need PC)

Fire Chief
Township of Tiny
130 Balm Beach Road West
Perkinsfield, Ontario L0L 2J0

Fire Chief
Town of Wasaga Beach
30 Lewis Street
Wasaga Beach, Ontario L9Z 1A1

- 2.2 Notification of Change** - Each Party shall provide the other Parties with written notification of any changes to the address or contact information for a Party contained in section 2.1 herein (Notice).

ARTICLE 3: ACTIVATING USE OF THE HAZMAT INCIDENT RESPONSE TEAM

- 3.1** Except as otherwise indicated herein, activation of the Hazmat Incident Response Team will be in accordance with the applicable operating guidelines set out in the Hazmat Operating Manual.
- 3.2** The Requesting Participating Community shall request the activation of the Hazmat Incident Response Team by contacting Barrie Fire and Emergency Service (BFES) Communications by radio or telephone to request activation of the team via the County Fire Coordinator. BFES shall notify: County of Simcoe Paramedic Services via Georgian Central Ambulance Communications Centre and the County of Simcoe Community Emergency Management Coordinator. County of Simcoe Paramedic Services shall notify: Simcoe Muskoka District Health Unit, and the receiving acute care facility. It shall be the responsibility of the Requesting Participating Community to notify the Ontario Ministry of the Environment Spills Action Centre and/or any other agency as required pursuant to current legislation.
- 3.3** All Participating Communities will have the privilege of requesting emergency assistance from the Hazmat Incident Response Team. Participation in the Hazmat Incident Response Team is voluntary and it is acknowledged that the ability to provide assistance may be limited by exigent circumstances such as a Participating Community's own exigent circumstances or conditions.
- 3.4 Legal Relationship** - In this Memorandum of Understanding nothing gives rise to an employment relationship between any Parties hereto in respect of any Party's participation in or contribution to the CBNRE/Hazmat Incident Response Team. The Parties hereto expressly acknowledge that they are independent contractors and neither an agency, or partnership nor employer-employee relationship is intended or created by this Memorandum of Understanding.
- 3.5 Contact Personnel** - Each Participating Municipality will provide to the other Parties an updated list of contact personnel, telephone numbers, fax numbers and emergency phone numbers.
- 3.6 Laws** - All parties warrant that the HAZMAT Incident Response Team shall operate in compliance with all federal, provincial or municipal laws or regulations, and the current editions of the HAZMAT Operating Manual and NFPA 1072 and 473.
- 3.7 Indemnity** – The Parties hereto, jointly and severally, shall indemnify, defend and hold harmless the Requesting Participating Community and the City of Barrie, its officers, directors and employees (“Indemnitees”), both during and following the term of this Agreement, from and against any and all claims, demands, suits, losses, liabilities, damages, obligations, payments, costs, fines and expenses and accrued interest thereon, including the costs and expenses of, and accrued interest in respect of any and all actions, suits, proceedings, assessments, judgments, awards, settlements and compromises relating thereto and reasonable lawyers' fees and reasonable disbursements in connection therewith (each, an “Indemnifiable Loss”), asserted against or suffered by any Indemnitee relating to, or in connection with, or resulting from or arising out of any action or omission of the CBNRE/Hazmat Incident Response

Team, its employees, subcontractors, directors, officers, agents or authorized representatives, including any of its subcontractors, consultants, agents or advisors, in connection with this Memorandum of Understanding or the response services provided hereunder, except which such claims, demands, suits, losses, liabilities, damages, obligations, payments, costs, fines, expenses, and interest are occasioned by the gross negligence or wilful default of the Indemnitees.

ARTICLE 4: EQUIPMENT

- 4.1 Supply of Equipment** – The City of Barrie shall supply their own HAZMAT response equipment. Additional response equipment, owned by the County of Simcoe and in the care and control of the Orillia Fire Department, may also be utilized at the discretion of the BFES Operations Chief. The various equipment required by the HAZMAT Incident Response Team and to be supplied by the Parties to the City of Orillia (in the case of County-owned Equipment) or in response to an Incident, as the case may be, is set out in Schedule “A”.
- 4.2 Maintenance of Equipment** – The Cities of Barrie and Orillia shall be responsible for maintaining and testing any County-owned Equipment placed under its custody and control in a state of good repair and working order, and in compliance with the directions from the Orillia Fire Department, the County or from the manufacturer of the Equipment. Any costs related to the maintaining, testing and repairing of the Equipment will be paid for by the County, unless otherwise indicated herein. The County will be responsible for the cost of annual maintenance and repairs to County-owned equipment storage and deployment trailer.
- 4.3 Storage of Equipment** – The City of Orillia shall be responsible for storing the County-owned Equipment in a safe and secure environment, so as to protect it from theft and damage.
- 4.4 Insurance** – The County shall be responsible for procuring and maintaining property insurance coverage respecting the County-owned Equipment.
- 4.5 Defects in Equipment** - The City of Orillia shall notify the County immediately on becoming aware of any defects in the Equipment, which may render it unfit for use. The County shall arrange to replace or repair defective Equipment as soon as possible on receiving notification from the City of Orillia, provided that the damage or defects to the Equipment were, in the opinion of the County, caused by the use of the Equipment for a purpose agreed to by the County and the City of Orillia, or by the HAZMAT Incident Response Team as provided for in this Memorandum of Understanding. The City of Orillia shall be solely responsible for repairing or replacing damaged or defective Equipment at the City of Orillia’s expense, where in the opinion of the County, the damages or defects were caused by all other uses of the Equipment by the City of Orillia, its officers, employees, agents or subcontractors.
- 4.6 Use of the Equipment** – The City of Orillia may use the Equipment for any purpose consistent with responding to an Emergency within the City of Orillia, provided that it is always available for use when required by the HAZMAT Incident Response Team. Equipment used in this manner will be repaired/replaced by the City of Orillia.
- 4.7 Title to Equipment** – The County shall retain ownership of the County-owned Equipment at all times. The City of Orillia shall return the Equipment to the County at the termination or expiration of this Memorandum of Understanding, or at any other time, upon the request of the County.

ARTICLE 5: TRAINING

- 5.1** The County shall assume annual costs for training and exercises described in Schedule “C” hereto for all listed personnel of the HAZMAT Incident Response Team as set out in Schedule “B” hereto, subject to the dollar amount limits approved by the County Council for such purposes. Should the funds approved by County Council for training purposes be less than the actual costs for training and exercise in any calendar year, the remaining unfunded costs are to be shared on a pro rata basis by the City of Barrie and those Participating Communities whose personnel receive such training in proportion to the number of personnel trained from each such Party. The Training Sub-Committee of the County HAZMAT Working Group will arrange and co-ordinate the scheduling of such training with third party vendors selected by the County, at mutually agreeable times for all Parties.
- 5.2** Training Aids are to be considered a core component of technical training. The County of Simcoe will bear the cost of training aids deemed by the Training Sub-Committee to be necessary to carry out training of Hazmat personnel as identified within this agreement. It is understood that as the Hazmat response program evolves, the need for training aids will also evolve. Costs associated with their acquisition shall remain within the County of Simcoe’s Hazmat-related allocated budget. Training aids may be identified as equipment and/or associated publications. All potential acquisitions shall be approved by the County of Simcoe’s Manager of 9-1-1 and Emergency Planning prior to purchase. All training equipment will be incorporated into the annual inventory related to the Hazmat training trailer.

ARTICLE 6: PAYMENT

- 6.1 Payment of Costs** – The Requesting Participating Community shall pay the City of Barrie and/or the City of Orillia for all costs associated with the deployment of the Barrie Fire and Emergency Service HAZMAT Team in response to a particular Hazmat Incident, where the Hazmat Incident Response Team has been requested to be used by, or within the geographical limits of, the Requesting Participating Community.
- 6.2 No Liability** – Neither the County nor the Requesting Participating Community shall be liable to any other Party hereto for any costs incurred by the City of Barrie and/or the City of Orillia or any other Party in connection with the HAZMAT Incident Response Team, except to the extent expressly permitted herein or in any subsisting Mutual Aid Agreement between the parties concerned. The County and Requesting Participating Community shall not be liable for any costs incurred by the City of Barrie pursuant to this Agreement upon the expiration or earlier termination of this Memorandum of Understanding. No Party shall be responsible for any delay or failure to perform its obligations under this Memorandum of Understanding where such delay or failure is due to causes or circumstances beyond its control
- 6.3 Restrictions on Compensation** – The City of Barrie and the City of Orillia warrants it shall not apply to, or receive monies from, the Requesting Participating Community for costs for which it has already been, or will be reimbursed by another organization, including another government, or agency thereof. The City of Barrie shall be liable to return to the Requesting Participating Community any monies it receives from the Requesting Participating Community in contravention of this section. This section shall survive the expiry or termination of this Memorandum of Understanding.
- 6.4 Invoices** – The City of Barrie and/or the City of Orillia shall issue an invoice to the Requesting Participating Community as set out in Schedule “D” for authorized costs incurred by the City of Barrie as part of the Hazmat Incident Response Team pursuant to this Memorandum of

Understanding. Such invoice shall be issued within sixty (60) days from the date on which the HAZMAT Incident Response Team ceases to be used in relation to an Incident, unless another date is agreed to in writing by both parties. The City of Barrie shall supply the Requesting Participating Community with reasonable documentation required by the Participating Community in support of the invoice.

ARTICLE 7: TERM, TERMINATION AND AMENDMENTS

- 7.1 Term** – This Memorandum of Understanding shall enter into force on the date first above written and shall, subject to section 7.2 herein (Termination Clause), remain in effect until December 31, 2022. Unless a Party gives written notice of termination to the other Parties at least six (6) months prior to December 31, 2022, this Memorandum of Understanding shall be automatically renewed for a five (5) year period on the same terms and conditions.
- 7.2 Termination clause** – This Memorandum of Understanding may be terminated as it relates to any Party hereto, at any time, upon such Party giving the other Parties six (6) months’ written notice.
- 7.3** Termination of this Memorandum of Understanding shall not relieve any Party, including the Party invoking this termination clause, from any existing and outstanding obligation on its part that was incurred pursuant to this Memorandum of Understanding prior to the date of termination.
- 7.4 Amendments** – Any changes to this Memorandum of Understanding and the current edition of the HAZMAT Operating Manual, shall be in writing and shall be agreed to by the Parties before taking effect.

ARTICLE 8: DISPUTE RESOLUTION

- 8.1 Dispute Resolution** – Subject to Article 7 (Term, Termination and Amendments) herein, if any dispute arises between the Parties as to their respective rights and obligations under this Memorandum of Understanding, the representatives of the Parties named in section 2.1 herein (Notice) shall attempt to settle the dispute within fourteen (14) business days of the dispute arising. If the representatives of the disputing Parties are unable to resolve the dispute within fourteen (14) business days, the dispute shall be referred to the Fire Chief of the City of Barrie, Fire Chief(s) of any involved Participating Communities, and the Director and Chief of County of Simcoe Paramedic Services or one or more of their delegates for resolution.
- 8.2 Arbitration** - In the event that mediation is not successful at resolving any dispute arising between the Parties with regard to this Memorandum of Understanding, then the dispute shall be resolved by in accordance with the *Arbitration Act*, 1991 (Ontario).

Arbitration proceedings shall be commenced by any Party desiring arbitration (the “Initiating Party”) giving notice to one or more Party(ies) (the “Responding Party(ies)”) specifying the matter in dispute and requesting that it be arbitrated. The Parties concerned shall attempt to agree upon an arbitration procedure. If the parties cannot agree upon an arbitration procedure, the Initiating Party shall, by written notice to the Responding Party, designate an arbitrator. The Responding Party shall, within fifteen (15) days thereafter, be entitled to appoint an arbitrator by written notice to the Initiating Party, and the two (2) arbitrators so appointed shall meet and select a third arbitrator acceptable to both of them. If the Responding Party fails to appoint an arbitrator within the fifteen (15) day period, then the arbitration will proceed before the arbitrator appointed by

the Initiating Party who will act as a sole arbitrator. If the two (2) arbitrators so appointed are unable to agree upon a third arbitrator, then the Initiating Party shall make an application to the appropriate court pursuant to the *Arbitration Act, 1991* (Ontario) for the selection of a third arbitrator, and the provisions of the *Arbitration Act, 1991* (Ontario) shall govern such selection.

The resulting arbitration panel shall thereupon proceed to hear the submissions of the Parties concerned and shall render a decision within thirty (30) days after the appointment of the third arbitrator, if applicable. The decision of a majority of the arbitration panel shall be deemed to be the decision of the arbitration panel, and that decision shall be final and binding upon the parties and not subject to appeal. The arbitration panel shall have the authority to assess the costs of the arbitration panel against either or both of the parties; however, each Party concerned shall bear its own witness and counsel fees.

ARTICLE 9: MEETINGS AND REPORTS

9.1 Annual Meeting – The representatives of the Parties (County HAZMAT Working Group) shall meet at least once a year, or more frequently as they require, at a mutually agreed on location to:

- a) Review any use of the HAZMAT Incident Response Team;
- b) Ensure that operating procedures, policies and strategies are current and consistent;
- c) Review all reports provided by the City of Barrie under section 9.2 herein (Reports);
- d) Discuss any amendments required to the HAZMAT Operating Manual; and
- e) Anything else agreed upon by the Parties.

9.2 Reports – The City of Barrie shall be required to provide the County with a written report at least once a year, or more frequently as the County requests containing:

- a) By September 1 of each year, the Training Sub-Committee of the County HAZMAT Working Group will provide an annual training plan for the following year to the County HAZMAT Working Group
- b) Training that the City of Barrie has provided to members of the HAZMAT Incident Response Team;
- c) An account of all occasions on which the HAZMAT Incident Response Team has been used;
- d) Other events where there was use or reliance on the expertise or capability of the HAZMAT Incident Response Team; or,
- e) Anything else reasonably requested by the County.

ARTICLE 10: GENERAL

10.1 Records – Each Party shall keep and maintain all records, reports, invoices and other documents relating to the use of the HAZMAT Team, the equipment, the training and all costs incurred by such Party under this Memorandum of Understanding, in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the County and PARTICIPATING COMMUNITIES and their agents for a period in keeping with each community's own retention schedule from the date this Memorandum of Understanding expires or is terminated. The County and PARTICIPATING COMMUNITIES shall be able to inspect and to request a copy of any and all such records, invoices or other documents, as the case may be, for any purpose including the completion of

an audit, on providing five (5) business days' notice to the City of Barrie. This clause shall survive the termination or expiry of this Memorandum of Understanding.

- 10.2 Confidential Information** – The Parties agree that except where required by law, or for the purpose of performing duties or obligations under this Memorandum of Understanding, no Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this Memorandum of Understanding, any confidential information belonging to the other Party, unless the other Party has provided their written consent. The Parties further agree that when this Memorandum of Understanding terminates or expires, they shall return all confidential information belonging to any other Party.
- 10.3 Media** – Each Party agrees that at no time shall it directly or indirectly communicate with the media in relation to this Memorandum of Understanding or any monies provided under the authority of this Memorandum of Understanding unless first providing written notice to the other Parties. The Parties shall further not publicize or issue any publications related to this Memorandum of Understanding unless they first notify the other party in writing.
- 10.4 No Waiver** – The failure of the Parties to enforce at any time any of the provisions of this Memorandum of Understanding or any of its rights in respect thereto or to insist upon strict adherence to any term of this Memorandum of Understanding shall not be considered to be a waiver of such provision, right or term or in any way affect the validity of this Memorandum of Understanding.

ARTICLE 11: ROLES AND RESPONSIBILITIES

The roles and responsibilities of each Party with respect to any Hazmat Incident in which they are involved pursuant to this Memorandum of Understanding are outlined below:

11.1 Emergency Management Simcoe County

- a) Lead and facilitate the County HAZMAT Working Group and the Training Sub-Committee to foster the ongoing development of the team, consistent with evolving operational and training needs
- b) Coordinate post-Incident analysis and continuous improvement of the response capabilities of the HAZMAT Incident Response Team
- c) Provide operational policy development leadership and administration support
- d) Provide Initial capital investment and provide ongoing financial support to maintain County-owned HAZMAT equipment and to support annual training of Incident Response Team members
- e) Provide ongoing operational coordination of training, as required
- f) Provide annual exercise development support

11.2 City of Barrie

- a) Barrie Fire and Emergency Service (BFES), upon arrival at an incident will assume complete control of the Hot Zones and Warm Zones at the scene. Entry to these zones will be at the sole discretion of BFES. Each Party hereto shall ensure that none of its employees, agents, representatives, or subcontractors, enters such zones without the approval of BFES upon their arrival.

11.3 Participating Community

- a) Recognize the nature of the Incident at level pursuant to NFPA 1072 as determined by the HAZMAT Working Group, take reasonable steps to identify the product involved, provide initial isolation and protection of the site, consult CANUTEC, determine the need for the Barrie Fire and Emergency Service HAZMAT Team, and if a need is identified, provide them with appropriate information about the product and nature of the incident. To fulfill this responsibility, participating communities will ensure that ALL firefighters in their employ will be qualified to the current NFPA 1072 standards as confirmed by the HAZMAT Working Group.
- b) Provide an Incident Commander working within the Incident Command System to provide, subject to Article 11.1 herein, overall command of the Incident, working jointly with the Operations Sector Officer from the Barrie Fire and Emergency Service HAZMAT Team and the on-scene commanders of other responding agencies
- c) All responders on-scene will have NFPA 1072 awareness-level training and two of these will provide administrative and operational support to the HAZMAT Incident Commander.
- d) With the assistance of the County Fire Coordinator, muster the required number (standard is ten) of NFPA 1072 operations-level personnel from among the Participating Communities, with priority given to those Participating Communities within the appropriate zone(s), to assist the Barrie Fire and Emergency Service HAZMAT Team with decontamination processes;
- e) Report Incident to the Ontario Ministry of the Environment Spills Action Centre and, once incident has been mitigated, arrange for clean-up of the contaminant(s) through appropriate agencies;
- f) Each participating community must participate in annual training as set out by the HAZMAT Working Group. Each participating community will make their training records available to the HAZMAT Training Sub-Committee as requested.

11.4 County of Simcoe Paramedic Services

- a) Responsible for responding to all potential or confirmed hazardous materials or HAZMAT Incidents at a minimum NFPA 1072 awareness-level response. Recognize the nature of the Incident and determine the medical needs and resources required. Coordinate these requests at the Incident site and establish communications with area hospitals, health unit, and other health agencies as required.
- b) Subject to operational exigencies, provide HAZMAT-trained Paramedics as part of the Incident Response Unit deployment to provide advanced hazardous materials life support and medical oversight to patients and allied responders involved in the emergency. The Incident Response Unit will consist of a minimum of two NFPA 1072 IFSAC certified operations-level Paramedics.
- c) Subject to operational exigencies, provide a minimum of one Platoon Supervisor to work within the Incident Command System at the Unified Command Level with direct support from one NFPA 1072 technician and Incident command-level Platoon Supervisor.
- d) Provide medical pre-entry and post-entry assessments of emergency responders and other workers required to don personal protective equipment and/or enter contaminated environments. Recommendations based on these medical assessments will be made through the Incident Command Structure.
- e) Subject to operational exigencies, provide one hazmat-trained, NFPA 1072 operations-level Paramedic to the Planning Section to perform Incident evaluation and research and in

consultation with the local Medical Officer of Health, to determine and provide direction on decontamination and patient management requirements to Incident Command.

- f) Under the direction of the Incident Commander, NFPA 1072 operations-level Paramedics will establish a Casualty Collection Point inside the Warm Zone to perform patient stabilization and triage for patients requiring decontamination. County of Simcoe Paramedic Services will utilize Ministry of Health, Provincial Directives and the CBRNE Emergency Health Response and Patient Care Guidelines for the County of Simcoe for medical management of patients in HAZMAT Incidents or emergencies. See Figure 1.
- g) Provide post decontamination medical management and disposition of patients once released to the Cold Zone.
- h) On request from Incident Command, assist allied agencies where resources permit with decontamination and hazardous materials management based on NFPA 1072 operations level and NFPA 473 standards.

11.5 Simcoe Muskoka District Health Unit

- a) Assess health effects of an agent on potentially contaminated individuals and first responders, provide surveillance and case management for those exposed
- b) Working with County of Simcoe Paramedic Services, determine need for and method of decontamination of exposed individuals
- c) Conduct on-going community surveillance and case management for potentially exposed individuals
- d) Assess and conduct environmental and public health risk assessments
- e) Liaise with appropriate agencies for environmental surety
- f) Restricted to Cold Zone operations

IN WITNESS WHEREOF each of the Parties hereto have executed the Memorandum of Understanding effective as of the date first above written.

THE CORPORATION OF THE COUNTY OF SIMCOE

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Warden

THE CORPORATION OF THE CITY OF BARRIE

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

PARTICIPATING COMMUNITIES:

TOWNSHIP OF ADJALA-TOSORONTIO

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWN OF BRADFORD WEST GWILLIMBURY

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWNSHIP OF CLEARVIEW

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWN OF COLLINGWOOD

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWNSHIP OF ESSA

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWN OF INNISFIL

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWN OF MIDLAND

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWN OF NEW TECUMSETH

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

CITY OF ORILLIA

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWNSHIP OF ORO-MEDONTE

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWN OF PENETANGUISHENE

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

CHIPPEWAS OF RAMA FIRST NATION

_____ Date: ____ day of _____, 2017
Title: Chief in Council

TOWNSHIP OF RAMARA

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWNSHIP OF SEVERN

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWNSHIP OF SPRINGWATER

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWNSHIP OF TAY

_____ Date: ____ day of _____, 2017
Title: Clerk

_____ Date: ____ day of _____, 2017
Title: Mayor

TOWNSHIP OF TINY

_____ Date: ____ day of _____, 2017

Title: Clerk

_____ Date: ____ day of _____, 2017

Title: Mayor

TOWN OF WASAGA BEACH

_____ Date: ____ day of _____, 2017

Title: Clerk

_____ Date: ____ day of _____, 2017

Title: Mayor

SCHEDULE "A"

EQUIPMENT PROVIDED BY THE PARTIES

Attached to and forming part of the Memorandum of Understanding between **THE CORPORATION OF THE COUNTY OF SIMCOE AND PARTICIPATING COMMUNITIES**

AND

THE CORPORATION OF THE CITY OF BARRIE

I. EQUIPMENT PROVIDED BY THE COUNTY OF SIMCOE

As identified in the County of Simcoe HAZMAT Equipment Inventory:

- a) Equipment deemed by the Barrie Fire and Emergency Service (BFES) to be appropriate for the decontamination of HAZMAT-exposed patients and personnel; and that will meet the decontamination standards as set out in the NFPA 1072 Hazardous Materials Response Standard;
- b) HAZMAT-specific personal protective equipment (PPE), excluding self-contained breathing apparatus, deemed by the BFES to be appropriate for personnel required to enter any contaminated area; and that will meet the PPE standards as set out in the NFPA 1072 Hazardous Materials Response Standard
- c) Other HAZMAT response equipment as appropriate
- d) Trailer for the storage and transportation of equipment referred to in section I, sub-sections (a), (b) and (c) as above
- e) While this Memorandum of Understanding is in force, the equipment specified in Schedule "A", section I, sub-sections (a), (b), (c) and (d) as above: will be in the care and control of BFES and maintenance, replacement, storage and rights of ownership issues will be dispensed pursuant to Article 4 (Equipment) of this Memorandum; and, the County reserves the right to inspect and inventory the equipment as operational requirements dictate.
- f) Pursuant to Schedule "B" (Personnel Provided by the Parties) of this Memorandum, accountability identification for all verified members of the HAZMAT Incident Response Team
- g) Pursuant to Article 1, section 1.3 of this Memorandum, in the event that the City of Barrie or City of Orillia uses the County-owned Equipment and storage trailer for any purpose not related to the deployment of the Hazmat Incident Response Team, the City that used the equipment shall be liable for all related maintenance, repair and/or replacement costs of said Equipment and trailer.

II. EQUIPMENT PROVIDED BY THE CITY OF BARRIE

- a) Certified self-contained breathing apparatus (SCBA), excluding individually-fitted masks, for HAZMAT Incident Response Team members from County of Simcoe Paramedic Services, as operational requirements dictate;
- b) Other BFES equipment required by the nature of the incident as determined by the BFES Operations Sector Officer.

III. EQUIPMENT PROVIDED BY THE CITY OF ORILLIA

- a) An apparatus to transport the County-owned HAZMAT trailer and equipment to the incident;
- b) Other apparatus necessary to transport personnel to the incident.

IV. EQUIPMENT PROVIDED BY THE PARTICIPATING COMMUNITY / ZONE FIRE SERVICE(S)

- a) Service-specific response equipment appropriate to the nature of the Incident and pursuant to the relevant community profile identified in the Simcoe County Mutual Aid Program

V. EQUIPMENT PROVIDED BY COUNTY OF SIMCOE PARAMEDIC SERVICES

- a) Service-specific response equipment appropriate to the nature of the incident
- b) Individually- fitted face masks compatible with Barrie Fire and Emergency Service self contained breathing apparatus

SCHEDULE "B"

PERSONNEL PROVIDED BY THE PARTIES

Attached to and forming part of the Memorandum of Understanding between **THE CORPORATION OF THE COUNTY OF SIMCOE AND PARTICIPATING COMMUNITIES**

AND

THE CORPORATION OF THE CITY OF BARRIE

Provision of the following personnel will be subject to the operational exigencies of each Party at the time of the activation of the HAZMAT Incident Response Team and the personnel requested by the Incident Commander in consultation with the Barrie Fire Services Operations Chief:

I. PERSONNEL PROVIDED BY THE CITY OF BARRIE

- a) A HAZMAT Team provided by the City of Barrie consists of personnel trained, equipped and responding on appropriate municipal responding vehicles. The number of responding personnel will be determined by the nature of the incident in consultation between the City of Barrie and Requesting Communities.

II. PERSONNEL PROVIDED BY THE PARTICIPATING COMMUNITY / ZONE

- a) Ten fire service personnel trained per the specifications noted In Section 11.2.

III. PERSONNEL PROVIDED BY THE COUNTY OF SIMCOE PARAMEDIC SERVICES

- a) Two paramedic personnel trained to the NFPA 1072 Operations Level
- b) One paramedic supervisor trained to the NFPA 1072 Technician Level

SCHEDULE "C"

TRAINING COSTS

Attached to and forming part of the Memorandum of Understanding between **THE CORPORATION OF THE COUNTY OF SIMCOE AND PARTICIPATING COMMUNITIES**

AND

THE CORPORATION OF THE CITY OF BARRIE

I. Annual Training Costs

- a) Pursuant to Article 5 of this Memorandum, the County will include in its annual operating budget an amount to contribute to the training and exercise program of the HAZMAT Incident Response Team. To the extent County Council approves to fund less than the full cost of training and exercises for the Incident Response Team in any calendar year, the unfunded balance of the costs will be shared on a pro rata basis by other Parties in proportion to the number of personnel trained from each such Party.
- b) The training and exercise program development and implementation will be coordinated by the Training Sub-Committee of the Simcoe County HAZMAT Working Group in consultation with the Simcoe County Fire Chiefs Administration Group, and County of Simcoe Paramedic Services. All costs associated with training for which County financial support is sought must be approved in writing by the County prior to training or exercises taking place.

II. CONSUMABLES USED DURING TRAINING

- a) Consumables (defined as including Level A and B suits, duct and chemtape, one-time use HAZMAT kits, water, food, and ice, but not including Equipment) shall be replaced by the County of Simcoe if agreed upon by the Parties at the planning session held in advance of training.

SCHEDULE "D"

COST RECOVERY RATES

Attached to and forming part of the Memorandum of Understanding between **THE CORPORATION OF THE COUNTY OF SIMCOE AND PARTICIPATING COMMUNITIES**

AND

THE CORPORATION OF THE CITY OF BARRIE

I. CITY OF BARRIE COST RECOVERY RATES

- a) A Hazmat Team provided by the City of Barrie consists of personnel trained, equipped and responding on appropriate municipal responding vehicles. The number of responding personnel will be determined by the nature of the incident in consultation between the City of Barrie and requesting communities. The requesting PARTICIPATING COMMUNITY will reimburse the City of Barrie for the salaries, benefits and overhead of personnel trained to the NFPA 1072 standard as required. Costs related to personnel and apparatus will be pursuant to the current City of Barrie *Fees and Services By-law*. Additional costs for City of Barrie equipment used shall also be subject to cost recovery. The requesting community, upon approval of the City of Barrie's invoice, will immediately submit it for payment.
- b) The requesting PARTICIPATING COMMUNITY shall, additionally, reimburse the City of Barrie for in-filling or 'call-in' costs incurred by the City of Barrie resulting from replacing Hazmat Team members who have been deployed pursuant to this Memorandum.

II. COST RECOVERY BY PARTICIPATING COMMUNITIES

- a) Pursuant to the Ontario *Environmental Protection Act*, R.S.O. 1990, c. E.19 and its *regulations*, costs incurred by Participating Communities related to a response to a hazardous materials incident may be recoverable from the person or entity liable for the spill.
- b) Additional hazardous materials response resources may be available through the Province of Ontario. Prior to a request for said resources by a PARTICIPATING COMMUNITY, consideration should be given to the need for a local Declaration of Emergency pursuant to the Ontario *Emergency Management and Civil Protection Act*.

III. COST RECOVERY CITY OF ORILLIA

- a) The team provided from the City of Orillia consists of personnel familiar with and trained to deploy equipment carried in the County Hazardous Material response trailer. Individuals will be trained to a minimum of NFPA 1072 Operations as set out in the current Memorandum of Understanding. The number of responding personnel will be determined by the operational readiness of the department to a maximum of two personnel. The requesting PARTICIPATING COMMUNITY will reimburse the City of Orillia for the salaries, benefits and overhead of responding personnel as pursuant to the current collective agreement with the City of Orillia and its Professional Fire Fighters Local 1100. Cost associated with apparatus will

be as per the City of Orillia's Fees By-Law and will be charged out at the current MTO rate per vehicle per hour.

b) The requesting PARTICIPATING COMMUNITY shall additionally reimburse the City of Orillia for calling back fire fighters to replace positions vacated by the responding personnel as per the Memorandum of Understanding. All costs will be pursuant to the current collective agreement with the City of Orillia and its Professional Fire Fighters Local 1100.

OPP Urban Search and Rescue CBRNE Response Team (UCRT) Capabilities

Team Mandate:

“Committed to providing an efficient, professional and specialized response to situations resulting from acts or threats of terrorism, disasters or other critical incidents”

About UCRT:

The Urban Search and Rescue CBRNE Response Team (UCRT) is a full time OPP unit mandated to provide specialized Chemical, Biological, Radiological, Nuclear and Explosives response within the Province of Ontario.

UCRT is staffed by highly trained police officers who possess many qualifications including; Police Explosives Technicians, Hazardous Materials Technicians, Radiation Safety, Advanced CBRNE training and Public Health Agency of Canada training for biological threats.

UCRT capabilities and equipment includes but is not limited to:

- Detection, identification, sampling and mitigation of CBRNE materials
- Detection, identification, sampling and mitigation of unidentified liquids, solids and vapours
- Decontamination (conventional and technical) for all potential CBRNE/HazMat threats
- Response to incidents involving the criminal use of chemical or biological agents as well as radiological materials and explosives
- Response to international and domestic terrorist incidents/suspected incidents involving weapons of mass destruction (WMD's) and incidents involving criminal release of hazardous materials
- Canadian Aqueous System for Chemical Agent Decontamination (chemical/biological agent decontamination)
- Air quality monitoring
- All Hazards Approach deployment
- Personal Protective Equipment (PPE) for all environments UCRT members may face (Level A through D) including Self Contained Breathing Apparatus (SCBA)
- Embedded Tactical Medic support
- Clandestine Lab (synthetic drug) operations support/response

UCRT Activation:

UCRT is activated via the Provincial Operations Centre (POC) under authority of the OPP POC Commander:

OPP Provincial Operations Centre – (705) 329-6950 (24/7)

OPP Provincial Communications Centre – 1-888-310-1122 (24/7)