



City of
Peterborough

To: **Members of the General Committee**

From: **Chris Snetsinger, Fire Chief
Peterborough Fire Services**

Meeting Date: **September 9, 2019**

Subject: **Report CAOFS19-002
Memorandum of Understanding between City of Peterborough
(Fire Services) and the Province of Ontario**

Purpose

A report recommending the City of Peterborough approve a Memorandum of Understanding between the City of Peterborough and the Province of Ontario to establish and operate a Technician Level Chemical, Biological, Radiological, Nuclear and Explosive Team.

Recommendation

That Council approve the recommendation, outlined in Report CAOFS19-002 dated September 9, 2019 of the Fire Chief, as follows:

That the Mayor and Clerk be authorized to execute a Memorandum of Understanding with the Province of Ontario to establish and operate a Technician Level Chemical, Biological, Radiological, Nuclear and Explosive Team in a form acceptable to the Fire Chief in consultation with the City Solicitor.

Budget and Financial Implications

There are no direct budget and financial impacts to the City of Peterborough. All costs incurred for training and equipment will be funded by the Ontario Grant Program, up to a maximum of \$150,000 annually. If the team is deployed, all costs will be reimbursed by the Province.

Background

Following the events of September 11, 2001, the provincial government announced several initiatives on counter terrorism and emergency management. Funds were allocated to the Office of the Fire Marshal (OFM) for generic and specialized training, including training in Heavy Urban Search and Rescue (HUSAR); and responding to Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) emergencies and dealing with hazardous materials.

The provincial fire service response strategy involves three levels of response: Awareness, Operations and Technical. The majority of fire departments in the Province operate at the Awareness Level. In 2003, Council approved Report CSF03-003 with a Memorandum of Understanding between the Province and Peterborough Fire Services that allowed PFS personnel to be trained to the Operations Level and participate in the Provincial Mutual Aid Plan.

Peterborough Fire Services is one of three Operations Level teams selected by the Province to advance its level of training to the Technician Level CBRNE team due to our longstanding partnership with the Provincial Mutual Aid Plan since 2003. The Technician Level CBRNE teams are presently in Toronto, Windsor, and Ottawa. These teams can be deployed throughout Ontario to assist fire departments in the event of a major chemical, biological, radiological, nuclear or explosive emergency. The teams would be activated after the Provincial Operations Centre calls on them along with the OPP Provincial Emergency Response Team (PERT).

The goal of the response strategy is to ensure a competent, multi-disciplinary team is available on a province-wide basis to respond to large-scale and/or complex natural or human-caused emergencies in a planned, coordinated and timely manner. This training and equipment is of benefit to the residents of the City of Peterborough and surrounding areas on an ongoing basis to respond to all types of hazardous materials incidents.

It is recommended that the Mayor and Clerk be authorized to execute a Memorandum of Understanding to establish and operate a Technician Level Chemical, Biological, Radiological, Nuclear and Explosive Team in a form acceptable to the Fire Chief in consultation with the City Solicitor.

Summary

The Province of Ontario is prepared to provide funding for the necessary training and equipment to increase the level of expertise in Peterborough Fire Services as part of the Provincial Chemical, Biological, Radiological, Nuclear and Explosive Response Team. The City Solicitor has reviewed the draft Memorandum of Understanding and is satisfied that it is appropriate for the Corporation of the City of Peterborough to sign it in order to be eligible to participate in the program and receive the equipment and funding from the Province.

Submitted by,

Chris Snetsinger, Fire Chief

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Attachment

Appendix A - Memorandum of Understanding, exclusive of its appendices

Appendix A

A MEMORANDUM OF UNDERSTANDING (MOU) MADE AS OF APRIL 1, 2019 TO ESTABLISH AND OPERATE PROVINCIAL TEAMS IN SUPPORT OF THE PROVINCE OF ONTARIO'S MUTUAL AID PLAN AND IN CONFORMANCE WITH THE FIRE PROTECTION AND PREVENTION ACT, 1997

Between

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF COMMUNITY SAFETY AND CORRECTIONAL SERVICES, OPERATING THROUGH THE OFFICE OF THE FIRE MARSHAL AND EMERGENCY MANAGEMENT, (the "OFMEM")

- and

THE CORPORATION OF THE CITY OF PETERBOROUGH

(referred to as the "Municipality")

WHEREAS:

- The OFMEM is responsible for facilitating the province-wide activation of Hazardous Materials (Hazmat) Teams;
- The Parties desire there to be trained, multi-disciplinary Hazmat Team as set out herein, based in their Municipality, and available to respond to large-scale or complex natural, or human-caused incidents anywhere in Ontario in support of the Provincial Mutual Aid Plan;
- The Municipality's Fire Department (the "Team") operates under the authority of fire officials, and they consist of members of the Hazmat Team and additionally include members who can deploy rapidly in response to an actual or potential emergency (Rapid Assessment Teams);

NOW THEREFORE the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions – In this MOU:

“Advisory Committee” shall mean one or more Advisory Committees established pursuant to this MOU;

“Fire Marshal” means the Fire Marshal appointed pursuant to section 8 of the *Fire Protection and Prevention Act, 1997*, and his or her delegate, as the case may be;

“MOU” means the body of this MOU and the Appendices, as they may be amended from time to time in accordance with this MOU;

“Municipality” means The Corporation of the City of Peterborough;

“Mutual Aid Plan” means the Province of Ontario Mutual Aid Plan, including the county, regional, and district plans developed under the authority of the *Fire Protection and Prevention Act, 1997* and the direction of the Fire Marshal and Chief, Emergency Management to facilitate the provision of fire protection services to the residents of county, district or region under a coordinated and cooperative provincial plan; and,

“Party” means a Team, or the OFMEM, and “Parties” shall mean all of them.

1.2 Application of MOU – The Team shall be required to comply with the terms and conditions of the body of this MOU, and any Appendix in which they are listed as being a Party thereto.

1.3 Reference to Activation or Deployment – References in this MOU to “Activation” or “Deployment” may be used interchangeably.

1.4 Headings – The headings in this MOU are for convenience only and in no manner modify, interpret or construe this MOU.

1.5 Additional MOUs – Subject to section 1.6 herein (Conflict/ Other Uses of the Team), this MOU shall not prevent the Team from entering into agreements with other Municipalities or other municipal entities not listed as parties to this MOU, authorizing the use of the Team therein. The OFMEM shall not be responsible for paying any costs, where the Team has contracted or made arrangements allowing for the use of the Team as described herein.

1.6 Conflict/ Other Uses of the Provincial Team – Subject to sections 3.1 and 3.2 herein, the OFMEM shall have priority in being able to deploy the Team, including being able to redeploy a Team, where the Team is already being deployed outside their home Municipality. The OFMEM undertakes to consult with a Team, when it acts pursuant to this provision.

1.7 Conflict / Schedule and Operating Manual – In the event of a conflict between the body of this MOU and the Appendices or the Operating Manual, the body of this MOU shall govern to the extent of the conflict.

1.8 Severability – If any term of this MOU 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.

1.0 Entire Agreement – This MOU, including all Appendices, constitutes the entire agreement of the Parties, with respect to the establishment and operation of the Team, training and related services, as defined hereunder and this MOU supersedes any previous agreement whether written or verbal.

ARTICLE 2: NOTICES

2.1 Notice – Any notice required pursuant to this MOU shall be sent in the case of a Team, to the respective Fire Chief for that Team, and in the case of the OFMEM, to the Fire Marshal. All notices shall be in writing and shall be delivered personally, electronically, or by prepaid registered mail.

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.

ARTICLE 3: ACTIVATING/DEPLOYING THE TEAM

3.1 Authority of the Fire Marshal – The Fire Marshal in requesting the activation of the Team may:

- a) Request the activation of part or all of the Team;
- b) Direct the deployment of the Team anywhere in the area specified by the Municipality requesting the Team or elsewhere in the Province, and for any length of time;
- c) Direct to whom the Team is to report to at the scene of the incident where the Team is being deployed; or
- d) Make any requests orally or in writing.

3.2 Decision to deploy a Team – The Fire Marshal shall consider the following in deploying the use of the Team pursuant to this MOU:

- a) Whether all available emergency response resources in the Municipality or Unorganized Territory where the Team is being deployed are being used;
- b) Whether officials in the Municipality or Unorganized Territory have activated their Mutual Aid Plan; and
- c) The impact the deployment of the Team could have on the safety of the residents of the Team's home Municipality.

3.3 Deployment of Mutual Aid Plan – The activation or deployment of a Team pursuant to the MOU shall be considered to be a deployment of the Mutual Aid Plan.

3.4 Deployment Times – The Team will make best efforts to be able to deploy a Rapid Assessment Team of a minimum of two (2) personnel, who are members of the Team, no greater than two (2) hours from the notification to deploy issued by the OFMEM. Further, a full deployment of the Team, in consultation with the OFMEM, shall occur as rapidly as possible, and no greater than 6 hours from the time of notification.

3.5 Responsibilities during Activation – Upon activating one or more Teams, the OFMEM shall be responsible for acting as a liaison and providing coordination between the Parties as it deems required, and further the OFMEM shall facilitate the cooperation by Teams with the on-site incident command system established at the scene of an incident.

3.6 Employment Relationship – Members of each Team shall, for the purpose of this MOU, at all times and for all purposes be employees of their home Municipality, except where otherwise prescribed by law.

3.7 Laws – Each Municipality shall be solely responsible for ensuring that members of their respective Team comply with this MOU and all applicable laws of the Province of Ontario.

ARTICLE 4: TRAINING

4.1 Training – Subject to section 4.2 (OFMEM) herein, the Municipality shall be responsible for providing members of their Team with the training required depending on the type of service they are required to provide as set out in the applicable Appendix to this MOU.

4.2 OFMEM - The OFMEM shall provide training to members of the Team when the OFMEM deems it necessary, including annual training or exercise at the Ontario Fire College or at another location agreed to by the Parties. The Municipality shall be

required to ensure that at least 4 (four) members of each Team, unless another number is agreed upon by the Parties, participate in all training offered by the OFMEM.

4.3 Exercise Costs - When the OFMEM schedules an annual or other training exercises, the OFMEM shall reimburse the Municipality for those expenses related to transportation, accommodations and meals incurred by a member of the Team who participates in the training, and such expenses shall:

- a) be paid in accordance with the Travel, Meal and Hospitality Expenses Directive approved by the Management Board of Cabinet; and,
- b) be validated by receipts and invoices that support the expenses, which must be submitted by the Municipality, and which are satisfactory to the OFMEM.

ARTICLE 5: EQUIPMENT

5.1 Equipment – Each Municipality shall ensure that their Team has the equipment necessary to provide the level of service that they are required to provide in this MOU. Without limiting the foregoing, this equipment shall be interoperable with equipment used by other Parties, and it shall be the same equipment as that recommended by the Advisory Committees, if the recommendation is adopted by the Fire Marshal.

ARTICLE 6: ADVISORY COMMITTEES

6.1 Advisory Committees – Two Advisory committees, one for the USAR program and one for the HazMat/ CBRNE program, shall be established and made up of members from all the Teams and OFMEM. Each committee shall be responsible for making recommendations for:

- (a) Updating the Operating Manual, as required;
- (b) Providing recommendations to the Fire Marshal concerning the training and equipment the Teams are to provide; and,
- (c) Any other duties as agreed upon by the Parties.

6.2 Adoption of Recommendations – The Fire Marshal shall determine whether or not to adopt recommendations provided by the Advisory Committees. If the Fire Marshal adopts the recommendations, each Team shall be required to comply with them, and they shall be deemed to be requirements of this MOU.

ARTICLE 7: REIMBURSEMENT / USE OF TEAM

7.1 Reimbursement of Costs – The OFMEM shall reimburse the Team for all costs associated with the Fire Marshal's decision to activate the Team, and such costs shall be in accordance with those set out in the applicable part of Appendix R. Any costs not set out in Appendix R, which a Team requests reimbursement for, shall be approved by the Fire Marshal prior to being incurred by the Team.

7.2 No Liability – The OFMEM shall not be liable for any costs not authorized herein. The OFMEM shall not be liable for any costs incurred by the Team after the termination or expiry of this MOU. This section shall survive the expiry or termination of this MOU.

7.3 Restrictions on Reimbursement – The Team warrants that they shall not apply to or receive reimbursement from the OFMEM for costs for which it has already been, or is expected to be reimbursed by another ministry or agency of the Ontario Government, another organization, including another government, or agency thereof. The Team shall be liable to return to the OFMEM any monies it receives from the OFMEM in contravention of this section. This section shall survive the expiry or termination of this MOU.

7.4 Invoices – The Team shall issue an invoice to the OFMEM in the form set out in Appendix R for authorized costs incurred by the Municipality for the activation of the Team pursuant to this MOU. The invoice shall be issued within sixty (60) days from the date on which the Team ceases to be used, unless another date is agreed to in writing by both Parties. The Team shall supply the OFMEM with all documentation required by the OFMEM in support of the invoice.

ARTICLE 8: GRANT APPLICATION

8.1 Grant Application Program – The Team shall each be required to submit an application in writing by April 30th for each year that this MOU is in force, in the form, and according to the terms and conditions prescribed in the applicable Appendix S herein, in order for the Team to be eligible to be reimbursed for costs incurred by the Team for providing training, specialized equipment and related administrative services as required herein or as authorized approved by the Fire Marshal. The decision to award reimbursement shall be subject to the discretion of the Fire Marshal. In the event of a conflict between the terms and conditions of the application and the terms and conditions of the body of this MOU, the terms and conditions of the application in the Appendix S shall apply to the extent of the conflict.

ARTICLE 9: TERM, TERMINATION AND AMENDMENTS

9.1 Term – This MOU shall enter into force on the date first above written and shall, subject to section 9.2 herein (Notice of Termination) remain in effect until March 31, 2025. Unless a Party gives written notice of termination to the other Parties at least six (6) months prior to March 31, 2025, this MOU may be renewed for a two (2) year period on the same terms and conditions with the mutual agreement of the Parties.

9.2 Notice of Termination clause – This MOU may be terminated at any time on one Party giving the other Party at least six (6) months prior written notice.

9.3 Amendments – This MOU may be amended upon the agreement of all Parties, which shall be executed in writing.

ARTICLE 10: DISPUTE RESOLUTION

10.1 Dispute Resolution – Subject to Article 9 (Term, Termination and Amendments) herein, if any dispute arises between the Parties as to their respective rights and obligations under this MOU, the representatives of the Parties shall attempt to settle the dispute within fourteen (14) business days of the dispute arising.

ARTICLE 11: MEETINGS AND REPORTS

11.1 Annual Meeting – The Parties shall meet at least once a year, or more frequently as they require, at a mutually agreed upon location to:

- a) Review any activation of the Team;
- b) Ensure that operating procedures, policies and strategies are current and consistent;
- c) Review all reports provided by the Team under section 11.2 herein (Reports);
- d) Discuss any amendments that may be required to the Appendices; and,
- e) Anything else agreed upon by the Fire Marshal and the Team.

11.2 Reports – The Team shall be required to provide the Fire Marshal with a written annual report by March 31st for the previous calendar year, or more frequently as the Fire Marshal directs containing:

- a) Training that the Team has provided to members of their Team;
- b) An account of all occasions on which the Team has been activated pursuant to the authority of this MOU;
- c) Other occasions outside the scope of this MOU where there was use or reliance on the expertise or capability of the Team; and
- d) Anything else reasonably requested by the Fire Marshal.

ARTICLE 12: GENERAL

12.1 Records – The Team shall keep and maintain all records, reports, invoices and other documents relating to the MOU, in a manner consistent with generally accepted accounting principles and records retention schedules, and shall maintain such records and keep them available for review by the OFMEM for a period of seven (7) years from the date this MOU expires or is terminated. This section shall survive the expiry or termination of this MOU.

12.2 Insurance – The Team shall, during the term of this MOU, maintain sufficient insurance to cover its obligations and all activations of the Team authorized under this MOU.

12.3 Confidential Information – The Parties agree that except where required by law, or for the purpose of performing duties or obligations under this MOU, no Party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this MOU, any confidential information belonging to another Party, unless the other Party has provided their prior written consent. This section shall survive the expiry or termination of this MOU.

12.4 Media and Publicity – The Team agrees that, except where required by law, they shall not at any time directly or indirectly communicate with the media or through social media or publicize this MOU, or any actions of a Team activated pursuant to this MOU unless first approved by the Fire Marshal. This section shall survive the expiry or termination of this MOU.

12.5 No Waiver - The failure of the Fire Marshal, the OFMEM or the Team to enforce at any time any of the provisions of this MOU or any of its rights in respect thereto or to insist upon strict adherence to any term of this MOU shall not be considered to be a waiver of such provision, right or term or in any way affect the validity of this MOU.

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

Approved for:

***Her Majesty The Queen In Right Of
The Province Of Ontario As
Represented By The Minister of
Community Safety and Correctional
Services.***

***The Corporation of the City of
Peterborough.***

Fire Marshal of Ontario

Dated:

***I have the authority to bind the
Minister***

Dated:

***I have the authority to bind the
Municipality***