

MEMORANDUM OF UNDERSTANDING

Between the PARTIES of:

THE REGION OF NIAGARA
(Hereinafter referred to as “the Region”)

AND

THE NIAGARA REGIONAL POLICE SERVICES
(Hereinafter referred to as “NRPS”)

AND

THE NIAGARA EMERGENCY MEDICAL SERVICES
(Hereinafter referred to as “NEMS”)

AND

THE FIRE SERVICES IN THE REGION OF NIAGARA AS REPRESENTED BY THE FORT ERIE FIRE DEPARTMENT, GRIMSBY FIRE DEPARTMENT, LINCOLN FIRE RESCUE & EMERGENCY SERVICES, NIAGARA FALLS FIRE DEPARTMENT, NIAGARA-ON-THE-LAKE FIRE & EMERGENCY SERVICES, PELHAM FIRE SERVICES, PORT COLBORNE FIRE & EMERGENCY SERVICES, ST. CATHARINES FIRE & EMERGENCY MANAGEMENT SERVICES, THOROLD FIRE AND EMERGENCY SERVICES, WAINFLEET FIRE & EMERGENCY SERVICES, WELLAND FIRE & EMERGENCY SERVICES AND WEST LINCOLN FIRE DEPARTMENT.

(Hereinafter referred to as “the Fire Service”)

AND

THE NIAGARA REGIONAL PUBLIC HEALTH DEPARTMENT
(Hereinafter referred to as “NRPHD”)

AND

THE NIAGARA HEALTH SYSTEM
(Hereinafter referred to as “NHS”)

WHEREAS the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c.E.9, requires municipalities to develop and implement emergency management programs and plans to address public safety and public preparedness based on *Hazard Identification and Risk Assessment (HIRA)* process;

Whereas the 2016 *Hazard Identification and Risk Assessment (HIRA)* for the Region and all twelve lower tier municipalities of Niagara identified Hazardous Materials (Hazmat) incidents and Chemical Biological Radiological Nuclear Explosive (CBRNE) incidents as having a *consequence rating of severe to catastrophic* and *risk levels as high and very high* in some municipalities;

Whereas the PARTIES to this memorandum recognize that the 2016 *Hazard Identification and Risk Assessment (HIRA)* identifies Hazmat / CBRNE risk and potential and exceeds their individual response capacity, desire there to be a coordinated, trained, multi-disciplinary CBRNE/ Hazmat Incident Response Team within the Region of Niagara available to respond to large-scale or complex life threatening or environmental, natural or human-caused chemical, biological, radiological, nuclear and explosive emergencies in the area as part of their Emergency Response Program;

Whereas the Councils of the upper and lower tier municipalities agreed to the development and participation in a Regional Hazardous Material Response Team in 2002;

Whereas the PARTIES to this memorandum desire that the functionality of a CBRNE / Hazmat Incident Response Team shall focus on interoperable capacity derived from development and

implementation of common operating guidelines; an incident management system (IMS) and a common competency-based training and education curriculum across all disciplines that supports all employees who have a role;

Whereas the *Region*, *NRPS*, *NEMS*, *NRPHD* and *NHS* have jurisdiction throughout the Region of Niagara;

Whereas the *Fire Services* are the responsibility of lower tier municipalities and the dependence or reliance for receipt or provision of fire protections services from or to other municipalities shall be established through an agreement in accordance with Subsection 2(5) or Subsection 2(6) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4, as amended, (the “FPPA”);

Whereas the Establishing and Regulating Bylaws for each of the *Fire Services* provides for hazardous material response to a specific level of service, as defined, AND it is desirable and necessary for all *PARTIES* to this memorandum to have the *Fire Services* participate in the CBRNE / Hazmat Incident Response Team; AND further that the *Fire Service* level of participation need not exceed the respective Council approved hazardous material response level of service, as defined;

NOW THEREFORE the *PARTIES* hereby subscribe to this Memorandum of Understanding (“MOU”) direct the respective agency heads to develop operational protocols that provide for the collaboration and coordination of a multi-disciplinary response to CBRNE / Hazmat incidents through a unified command and incident management structure, throughout the Region of Niagara.

1.0 PURPOSE

- 1.1 To formally establish the intent to support a multi-disciplinary program that fosters a cooperative, collaborative and harmonious response to hazardous materials and CBRNE incidents in all parts of the Region of Niagara;
- 1.2 To develop a sustainable CBRNE Niagara Incident Response Team deployment model that draws upon all available resources for the protection of the citizens of the Region of Niagara within a unified command structure;
- 1.3 To provide a reference document to establish a common platform to ensure synergy in service delivery through risk-based analysis and competency-based operational policies and procedures may be developed and implemented;
- 1.4 To define the respective roles and responsibilities of the *Region*, *NRPS*, *NEMS*, *Fire Services*, *NRPHD*, and *NHS* relative to the management, operation and maintenance CBRNE Incident Response Team.

2.0 RESPONSIBILITIES

- 2.1 This MOU acknowledges that it is the duty of the *Region* and all twelve lower tier Municipalities to develop and implement programs and plans to address public safety and public preparedness through risk-based identification and competency-based response;
- 2.2 This MOU acknowledges that nothing within this MOU is intended to impose a duty or level of service on any agency or municipality that has not been expressly authorized by the respective governing Municipal Council or Board;
- 2.3 This MOU acknowledges that the *NRPS* is responsible to respond to acts or suspected acts of criminal incidents involving CBRNE;
- 2.4 This MOU acknowledges that the Fire Protection and Prevention Act (FPPA) establishes that the level of fire protection services is the responsibility of Municipal Council as it determines necessary in accordance with its needs and circumstances; and such fire protection services include response to hazardous material incidents;
- 2.5 This MOU further acknowledges that, based on jurisdictional limitations, *Fire Service* participation in a sustainable CBRNE Niagara Incident Response Team deployment model

is dependent on execution of Fire Protection Agreements that authorize provision or receipt of fire protection services between two or more municipalities;

2.6 This MOU acknowledges that the *Region* will:

- 2.6.1 Facilitate a CBRNE Niagara Management Committee to coordinate CBRNE program goals and continuous improvement of the response capabilities of the CBRNE Niagara Incident Response Team;
- 2.6.2 Provide administrative support to policy development through the CBRNE Management Committee;
- 2.6.3 Provide capital investments and provide ongoing operating financial support;
- 2.6.4 Allocate capital and operational financial support to eligible parties as identified in Section 4.0;
- 2.6.5 Enact bylaws to recover costs as noted in Article 6.1.

2.7 This MOU acknowledges that the *NRPS* will:

- 2.7.1 Designate representatives (2) to serve on CBRNE Niagara Management Committee;
- 2.7.2 Provide consistent members to CBRNE Niagara Incident Response Team deployment and ensure that the members are trained to the competency level identified within "*Annex A - CBRNE Niagara Terms of Reference*";
- 2.7.3 Provide technical expertise regarding hazards such as booby-traps and explosives;
- 2.7.4 Provide scene security and evidence preservation.

2.8 This MOU acknowledges that *NEMS* will:

- 2.8.1 Designate representatives (2) to serve on CBRNE Niagara Management Committee;
- 2.8.2 Provide consistent members to CBRNE Incident Response Team deployment; and ensure that the members are trained to the competency level identified within "*Annex A - CBRNE Niagara Terms of Reference*".

2.9 This MOU acknowledges that the *Fire Services* will:

- 2.9.1 Support *Fire Service* representation on the CBRNE Niagara Incident Response Team and its deployment; and designate representatives (2) to serve on CBRNE Niagara Management Committee.
- 2.9.2 Respond to significant hazardous materials incidents within their respective municipal jurisdictions, establish Incident Command under an Incident Command System and execute duties commensurate with scope of local approved fire protection services;
- 2.9.3 Ensure all personnel are trained to the competency level commensurate with the approved fire protection services authorized by the respective Municipal Council as identified within "*Annex A - CBRNE Niagara Terms of Reference*";
- 2.9.4 *Fire Services* through Incident Command shall exclusively determine and authorize CBRNE Niagara Incident Response Team deployment within its municipal jurisdiction;

2.10 This MOU acknowledges that *NRPD* will:

- 2.10.1 As requested by CBRNE Niagara Incident Response Team Operations Chief as outlined in “*Annex A - CBRNE Niagara Terms of Reference*”, designate a representative to liaise as a resource;
- 2.10.2 Conduct an incident specific environmental and public health risk assessment, as requested;
- 2.10.3 Liaise with appropriate agencies for environmental surety, and evaluate community health impact.

2.11 This MOU acknowledges that *NHS* will:

- 2.11.1 As requested by CBRNE Incident Response Team Operations Chief as outlined in “*Annex A - CBRNE Niagara Terms of Reference*”, have a representative liaise as a resource.

3.0 ADMINISTRATION OF MEMORANDUM OF UNDERSTANDING

- 3.1 The *PARTIES* to this MOU are considered stakeholders that directly impact or are impacted by the success of sustainable CBRNE Niagara Incident Response Team deployment model and thereby shall be represented by way of an Advisory Committee consisting of the following advisory members:
 - 3.1.1. Region of Niagara CEMC or designate
 - 3.1.2. Chief of NRPS or designate
 - 3.1.3. Chief of NEMS or designate
 - 3.1.4. Regional Fire Coordinator(s)
 - 3.1.5. Regional Medical Officer of Health or designate
 - 3.1.6. Niagara Health System designate
- 3.2 CBRNE Niagara Management Committee, as defined in Sentences 2.7.1, 2.8.1, and 2.9.1, shall develop, maintain and implement necessary operational policies and shall develop operating guidelines and rules, as necessary to ensure the operational functionality of CBRNE Niagara Incident Response Team.
- 3.3 The roles and responsibilities of the CBRNE Niagara Management Committee, the CBRNE Niagara Incident Response Team and the CBRNE Niagara Advisory Committee is identified in “*Annex A - CBRNE Niagara Terms of Reference*”.

4.0 AUTHORITY TO DEPLOY

- 4.1 The following *PARTIES* are authorized to initiate deployment and receive the resources of CBRNE Niagara Incident Response Team:
 - 4.1.1 Niagara Regional Police Services
 - 4.1.2 Niagara Emergency Medical Services
 - 4.1.3 The Fire Services agencies that have executed Fire Protection Agreements with other municipalities to provide or receive such services and once executed, the Fire Protection Agreements shall become an Annex to this MOU.

5.0 CONTROL OF SCENE

- 5.1 The Fire Service shall maintain control and security of the local hazardous materials incident and engage those other municipal departments or third party contracting necessary for cleanup and recovery phases;
- 5.2 The Police Service shall assume responsibility for control and security of the incident scene involving CBRNE where the initial investigation indicates that reasonable grounds exist that the incident is a criminal act and a joint investigation is required, including marijuana grow operation or clandestine drug laboratory;

- 5.3 When indications are found during mitigation or investigation that the incident is due to a criminal act the CBRNE Niagara Incident Response Team will endeavour to limit the potential destruction or loss of evidence while still fulfilling their mandate to preserve and protect life;
- 5.4 In the case of an investigation conducted under the authority of a Criminal Code search warrant or the Coroners Act the release of the scene will be the responsibility of the Police Service;
- 5.5 In the case of an investigation conducted under the authority of the FPPA or other municipal enforcement responsibilities the release of the scene shall be the responsibility of the Fire Service.

6.0 MEDIA CONTACT

- 6.1 All *PARTIES* to this MOU agree that any written or verbal reports to the media or public on any aspect of a joint investigation shall be done in consultation with all involved parties and shall include all involved parties.

7.0 EVALUATION

- 7.1 The *PARTIES* agree to maintain records of services provided and received pursuant to this MOU and to summarize, on an annual basis, through the CBRNE Niagara Management Committee, the results and their concerns or issues, for the purpose of analyzing and evaluating the operation of this MOU.

8.0 DISPUTE RESOLUTION

- 8.1 If a dispute arises between any of the *PARTIES* regarding the interpretation application or administration of the Agreement, the *PARTIES* agree to meet at the earliest available opportunity to discuss the dispute and use their best efforts to come to a resolution;
- 8.2 In the event that the *PARTIES* are not able to resolve the dispute by discussions between or among them, they may mutually agree upon a third party to act as a mediator in the dispute. If the matter remains unresolved following mediation, the parties may exercise any remedy available to them in law or equity.

9.0 GOVERNING LAW

- 9.1 This MOU shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

10.0 SEVERABILITY

- 10.1 If any of the provisions of this MOU, or the application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal or unenforceable, the remaining provisions of this MOU, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall not be affected thereby.

11.0 TERM

- 11.1 This MOU shall come into effect on the date on which it is signed by the last signatory, and will remain in effect until terminated.

12.0 TERMINATION

- 12.1 Any *PARTY* may cancel its sole involvement in this MOU at any time, upon thirty (30) days written notification to the other *PARTIES*. Such notification shall be made to the representatives outlined at Sentence 3.1.

13.0 AMENDMENT

13.1 This MOU may be amended only by written agreement signed by authorized representatives of the *PARTIES* as identified in Sentence 3.1.

14.0 SUCCESSORS

14.1 This MOU is for the benefit of and is binding upon the *PARTIES* hereto and their successors.

15.0 SIGNED

REGION OF NIAGARA

Dated at _____

CAO,
Region of Niagara

Date

Witness

Name of Witness (Please print)

NIAGARA REGIONAL POLICE SERVICES

Dated at _____

Chief B. MacCulloch
Niagara Regional Police Service

Date

Witness

Name of Witness (Please print)

FIRE SERVICES IN THE REGION OF NIAGARA

Dated at _____

Fire Chief E. Melanson
Fort Erie Fire Department

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief M. Cain
Grimsby Fire Department

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief G. Hudson
Lincoln Fire Rescue & Emergency Services

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief J. Boutilier
Niagara Falls Fire Department

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief R. Grimwood
Niagara-On-The-Lake Fire & Emergency Services

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief B. Lymburner
Pelham Fire Services

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief T. Cartwright
Port Colborne Fire & Emergency Services

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief D. Wood
St. Catharines Fire & Emergency Management Services

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief B. Dickson
Thorold Fire & Emergency Services

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief L. Smith
Wainfleet Fire & Emergency Services

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief B. Kennedy
Welland Fire & Emergency Services

Date

Witness

Name of Witness (Please print)

Dated at _____

Fire Chief D. Fisher
West Lincoln Fire Department

Date

Witness

Name of Witness (Please print)

DRAFT

CBRNE NIAGARA - FLOW CHART

