

BY-LAW NUMBER 14-07

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

A By-Law to enter into a Memorandum of Understanding with the City of Barrie for the Provisions of Technical Rescue Services

Whereas, the City of Barrie, through its Barrie Fire and Emergency Service, has the ability to provide the technical rescue services to the Township of Clearview; and

Whereas, the Township of Clearview Fire and Emergency Service, does not currently provide technical rescue services to this level internally as it is cost prohibitive; and

Whereas, Section 9 of the Municipal Act, 2001, c.25 as amended, grants municipalities the rights, powers and privileges of a natural for the purpose of exercising its authority under this or any other Act; and

Whereas, Council of the Corporation of The Township of Clearview deems it expedient to enter into a memorandum of understanding with the City of Barrie for Technical Rescue Services;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW HEREBY ENACTS AS FOLLOWS:

1. That Council does hereby authorize the Mayor and Clerk to execute the Agreement, attached hereto as Schedule "A" (the Agreement), with the City of Barrie.
2. That Schedule "A" is declared to form part of this By-law.
3. This By-law shall come into force and take effect upon being passed by Council.

By-Law Number 14-07 read a first, second and third time and finally passed this 13th day of January, 2014.



MAYOR



CLERK

**MEMORANDUM OF UNDERSTANDING
FOR THE PROVISIONS OF TECHNICAL RESCUE SERVICES
(the "MOU")**

This Memorandum of Understanding made this 3RD day of January, 2014

BETWEEN:

**THE CORPORATION OF THE CITY OF BARRIE
(the "City of Barrie")**

AND:

**THE CORPORATION OF CLEARVIEW
(the "Municipality")**

WHEREAS:

- A. The City of Barrie, through its Barrie Fire and Emergency Service, has the ability to provide the technical rescue services described in Schedule A (the "Technical Rescues") and the Municipality wishes to retain the City of Barrie to provide, when requested, the Technical Rescues.

NOW THEREFORE, the parties have agreed to the following:

1. DEFINITIONS

In this MOU:

"BFES" means the Barrie Fire and Emergency Service

"CBRNE" means Chemical, Biological, Radiological, Nuclear and Explosive.

"CBRNE/Hazmat Response" is a subset of Technical Rescue, also called Dangerous Goods that involve solids, liquids or gases (including compressed gases and liquids). Hazmat response involves rescue of persons and containment where possible by technically trained staff specially trained to handle hazmat incidents including the use of specialized equipment and tools.

"Confined Space Rescue" is a subset of Technical Rescue that involves the rescue and recovery of victims involved in situations where there is a confined space, which is defined as having limited or restricted means of entry or exit, and is not designed for continuous occupancy.

"High/Low Angle Rescue" is a subset of Technical Rescue that involves the use of static kernmantle ropes, anchoring and belaying devices, friction rappel devices, various devices to utilize mechanical advantage for hauling systems, and other specialized equipment to reach victims and safely recover them.

"Ice/Water Rescue" is a subset of technical rescue that involves the use of specialized tools, apparatus and skills to rescue persons on the ice or on the surface of the water. Apparatus such as an Air Boat, specialized equipment such as fortunas, emersion suits, GPS, Marine radar and skills in search techniques along with federally required licensing form part of an ice/water rescue team.

"Incident Commander" is the senior officer on scene, representing the Municipality 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.

"Simcoe County Mutual Fire Aid Agreement" means an agreement made under the provisions of the Fire Protection and Prevention Act, 1997, as amended.

"Technical Rescue" refers to those aspects of saving life or property that employ the use of tools and skills that exceed those normally reserved for fire fighting, medical emergency and rescue. These disciplines include high/low angle rescue, confined space rescue, trench rescue, ice/water rescue and CBNRE/Hazmat response.

"Trench Rescue" is a subset of technical rescue that is a highly specialized form of rescue and a subset of confined rescue that requires shoring up the sides of a trench and digging a trapped person out of a collapsed trench.

2. PURPOSE

The purpose of this MOU is to set forth the terms by which the City of Barrie, through the BFES, will provide Technical Rescue services to the Municipality.

The Simcoe County Mutual Aid Agreement is a reciprocal mutual aid agreement for fundamental fire service delivery on a no cost recovery basis and does not include technical rescue for the purpose of this agreement.

3. ROLES AND RESPONSIBILITIES

The City of Barrie, through BFES, shall:

- a) respond when requested by the Municipality, subject to availability and the operational needs of BFES at the time of the request, and provide Technical Rescues.
- b) upon arrival at an incident, assume complete control of the rescue zone and rescue operations at the scene. Entry into the zone will be at the sole discretion of BFES.
- c) ensure that none of its employees, agents, representatives, or subcontractors, enters such zones without the approval of BFES upon their arrival.

The Municipality shall:

- a) be responsible for recognizing the nature of the incident and determining whether Technical Rescue services are required. If a need is determined, the Municipality is responsible for providing BFES with appropriate information about the nature and location of the incident.
- b) protect the site.

- c) provide an Incident Commander, who subject to (a) above, will work within the incident command system, provide overall command of the incident, and work jointly with BFES staff and the on-scene commanders of other responding agencies.
- d) Provide additional personnel, equipment, support and agencies as may be requested by BFES
- e) Ensure that none of its employees, agents, representatives, or subcontractors, enters such zones without the approval of BFES upon their arrival.

4. ACTIVATION OF TECHNICAL RESCUE TEAMS

Activation - shall be made by the Municipality's fire service by an authorized officer or Incident Commander to BFES Communications Branch by radio or telephone.

Response - of BFES shall be at the discretion of the senior on-duty officer, subject to the operational requirements of BFES at the time of the request for activation.

5. PAYMENT OF COSTS

Payment of Annual Fee – The Municipality shall pay an annual fee to the City of Barrie of \$500.00 per Technical Rescue selected in Schedule "A", payable on January 15th of every year during this agreement. The first year shall be prorated from the time of signing to January 15th of the following year and is payable within 30 days of the signing of this MOU.

Payment of Costs – The Municipality shall pay to the City of Barrie all costs associated with the deployment of the BFES in response to the Technical Rescues selected in Schedule "A", within the geographical limits of the Municipality. Costs shall be in accordance with the current City of Barrie Fees By-law at the time of activation.

Invoices – The City of Barrie shall issue to the Municipality an invoice for authorized costs incurred by the City of Barrie pursuant to this MOU. Such invoice shall be issued within sixty (60) days from the date on which BFES 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 Municipality with any documentation reasonably requested in support of the invoice.

Restriction on Compensation – The City of Barrie shall not charge the Municipality 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 Municipality any monies it received from the Municipality in contravention of this section. This section shall survive the expiry or termination of this MOU.

6. TERM AND TERMINATION

Term – This MOU shall come into force on the date first above written and shall, unless terminated earlier, remain in effect until December 31, 2017.

Renewal - This MOU shall automatically renew for a five (5) year period on the same terms and conditions unless a party gives written notice of termination to the other Party at least six (6) months prior to December 31, 2017.

Termination– This MOU may be terminated by either party, at any time, upon such party giving the other party six (6) months' written notice. Termination of this MOU shall not relieve any party, from any existing and outstanding obligation on its part that was incurred pursuant to this MOU prior to the date of termination.

7. DISPUTE RESOLUTION

Dispute Resolution – If any dispute arises between the Parties as to their respective rights and obligations under this MOU, the representatives of the parties named as points of contact 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 matter can be sent to mediation.

8. RECORDS AND INFORMATION

Records – Each party shall keep and maintain all records, reports, invoices and other documentation and all costs incurred by such party under this MOU, 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 other party for a period for seven (7) years from the date this MOU expires or is terminated. The parties 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. This clause shall survive the termination or expiry of this MOU.

Confidential Information – The Parties agree that except where required by law, or for the purpose of performing duties or obligations under this MOU, neither party shall directly or indirectly disclose, destroy, exploit or use, either during or after the term of this MOU, any confidential information belonging to the other party, unless the other party has provided their written consent. The parties further agree that when this MOU terminates or expires, they shall return all confidential information belonging to the other party.

Media – Each Party agrees that at no time shall it directly or indirectly communicate with the media in relation to this MOU or any monies provided under the authority of this MOU unless first providing written notice to the other party. The parties shall further not publicize or issue any publication related to this MOU unless they first notify the other party in writing.

9. INSURANCE, INDEMNITY AND LIMITS ON LIABILITY

Insurance – Each party shall, at its expense, obtain and keep in force during the term of this MOU, the following insurance, satisfactory to the other party, written by an insurer licensed to conduct business in Ontario, naming the other party as an additional insured:

- a. Commercial General Liability insurance with a limit of liability of not less than \$5,000,000.00 per occurrence.
- b. Multi-Peril Property insurance that includes coverage on a replacement cost basis, for loss or damage to any equipment or property that is being used to provide Technical Rescue Services.

- c. Automobile Liability insurance covering third party property damage and bodily injury liability (including accident benefits) as may be required by Applicable Laws with limits of not less than \$2,000,000 and to include All perils Loss or Damage coverage, with respect to any vehicles used to provide Technical Rescue Services pursuant to this MOU.
- d. Medical Malpractice Liability insurance of at least \$5,000,000.00 per claim for any individuals providing assistance under this MOU.

And that 30 days prior notice of an alteration or cancellation in policy terms which reduces coverage shall be given in writing to the other party.

Indemnity - Each party, shall indemnify, defend and hold harmless the other party, its councillors, employees, contractors, agents or authorized representatives (Indemnitees), both during and following the term of this MOU, from and against any and all claims, demands, suits, losses, liabilities, damages, obligations, payments, costs, fines and expenses and incurred interest thereon, including the costs and expenses of, and accrued interest in respect of any and all actions, suits, proceedings, assessments, judgements, 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 an Indemnitee relating to, or in connection with, or resulting from or arising out of any action or omission of the other party, its employees, contractors, agents or authorized representatives, including any of its subcontractors, consultants, agents or advisors, in connection with this MOU or Technical Rescue services provided hereunder, except such claims, demands, suits, losses, liabilities, damage, obligations, payments, costs, fines, expenses, and interest as are occasioned by the negligence of wilful default of the Indemnitees.

No Liability – No Party shall be responsible for any delay or failure to perform its obligations under this MOU where such delay or failure is due to causes or circumstances beyond its control.

10. GENERAL

Points of Contact - Any notice required or permitted to be given pursuant to this MOU shall be in writing and delivered personally, sent by facsimile transmission or by registered mail to the contact persons at the following addresses:

City of Barrie:

Fire Chief John Lynn (or successor)
City of Barrie
P.O. Box 400
Barrie, ON L4M 4T5

Municipality:

Fire Chief Colin Shewell (or successor)
Township of Clearview
217 Gideon Street
Stayner, ON L0M 1S0

Each party shall provide the other party with written notification of any changes to the address or contact information for a party set out above.

Amendments – Any changes to this MOU shall be in writing and shall be agreed to by both parties before taking effect.

Legal Relationship – In this MOU nothing gives rise to an employment relationship between the parties in respect of either party's participation in or contribution to this MOU. The parties hereto expressly acknowledge that they are independent contractors. An agency, partnership or employer – employee relationship is not intended or created by this MOU.

Laws – All Parties warrant that the Parties to this agreement shall operate in compliance with all federal, provincial or municipal laws and/or regulations.

Severability – If any terms of the 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.

No Waiver – the failure of the Parties to enforce any of the provisions of this MOU or any of its rights in respect thereto or to insist 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 each of the Parties hereto have executed the Memorandum of Understanding effective as of the date first above written.

THE CORPORATION OF CLEARVIEW

 Date: 14 day of January, 2014
Mayor

 Date: 14 day of January, 2014
Clerk

THE CORPORATION OF THE CITY OF BARRIE

 Date: 25 day of MARCH, 2014
Mayor

 Date: 25 day of March, 2014
Clerk

SCHEDULE "A"

Check services to be provided by the City of Barrie and initial.

CBRNE/Hazardous Materials Response	NO	
High/Low Angle Rescue	YES	
Confined Space Rescue	YES	
Trench Rescue	YES	
Ice/Water Rescue	NO	