



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), effective January 1, 2024, between the Municipality of the District of East Hants ("East Hants") and the Special Hazards Response Unit Association ("SHRU") describes the extent of funding East Hants is willing to provide to SHRU and the conditions which will apply to such funding.

Background

SHRU was established to develop and maintain a non fire, special hazards emergency response resource to respond to emergencies which require specially trained personnel, equipment, and resources that are not commonly maintained or normally supported by those emergency response agencies resident within individual municipal areas.

SHRU consisted of a Central Module and Regional Modules, with sixty (60) percent of the funding they receive allocated to the Central Module and forty (40) percent allocated to the Regional Modules.

SHRU provides a Level A, fully equipped, response unit based at 37 Pictou Rd, Truro in Colchester County (Central Module), with Level B support units located in Cumberland County and Pictou County (Regional Modules). While SHRU has a number of specialized skills not available in all volunteer fire departments in East Hants, SHRU typically is called upon for mutual aid in the following types of situations, including but not limited to:

- Water Rescue
- Ice Rescue
- Confined Space
- High Angle Rescue
- Hazardous Materials Response

The incident commander in charge of an incident will determine the availability of other Mutual Aid resources appropriate to an incident; where there are no resources available within the East Hants Fire Service which can meet the need, the incident commander may contact SHRU to request assistance. SHRU will provide assistance if they are available to do so. SHRU will enter into and maintain a standalone mutual aid agreement with each of the thirteen legal Entities listed in Appendix A.

SHRU is responsible to recover the costs related to responding to an incident directly from the entity creating the hazard. While this is difficult to define in general, the entity creating the hazard is typically the registered owner of the property, business, or vehicle involved in the incident or, ultimately, the entity found to be at fault for causing the incident.

Financial Support

East Hants hereby agrees to provide an annual amount to be used by SHRU to equip, train, maintain, and otherwise operate the Central Module, under the following conditions:

- SHRU demonstrates that such funding is used for the purposes identified herein. Any use of funding for purposes other than to equip, train, maintain, or operate SHRU may result in the immediate termination of funding.
- SHRU must obtain and maintain insurance coverage in accordance with the requirements of this agreement.
- East Hants may, at their sole discretion, choose to rescind funding at any time by providing six (6) months' notice that funding will end, in writing, prior to the anniversary of this agreement.
- SHRU must provide reasonable access to East Hants to their financial records for the purposes of verifying and understanding their annual expenditure, capital forecasting, and other financial information East Hants may request.
- In accordance with Section 295 of the Municipal Government Act (MGA), SHRU will register annually with East Hants as an emergency services provider.

The funding is determined by the following formula:

(Population multiplied by Rate) multiplied by 60%, where:

- Population is number of residents identified in the latest census data available in December of the year prior to the funding being provided, less the population of Indian Brook.
- The Rate is the amount in dollars per resident, established by Council for such funding. The Rate on the date of signing this MOU is \$0.52/resident. Any increase shall be supported by a Business Plan and financial statements.
- 60% is percentage established by SHRU for the Central Module. SHRU may allocate the funding wherever they choose; this demonstrates the intent of funding from East Hants to fund the Central Module.

Should the mandate or operational activities of SHRU change during the course of this agreement, SHRU must inform East Hants of such changes within thirty (30) days of such a change. If East Hants does not support the changes, East Hants may terminate this agreement.

SHRU may request a change to the Rate, in writing, by September 1 for consideration of change in the next fiscal year. This request must be supported by financial information demonstrating the need for a change in Rate that is satisfactory to East Hants. A change to the Rate is solely at the discretion of East Hants.

Liability

The parties to this agreement hereby agree to defend, indemnify and save harmless **each other**, their elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of each party, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of services related to this MOU.

East Hants will not be responsible, and SHRU will not obligate East Hants in any way, to pay for any costs related to an incident or for services provided in East Hants unless East Hants is the owner of the property or vehicle creating the hazard or is found at fault in a court of law for causing the hazard. If there is an event where the source of funding for the services is unclear or unknown, SHRU will contact East Hants to identify this issue and SHRU will not provide services, except those services which are absolutely necessary in an emergency situation to provide protection to life and the environment, until East Hants and SHRU can agree on how to proceed, or not, prior to the issue of funding being resolved.

Insurance

SHRU agrees to have and maintain sufficient insurance which is appropriate to the nature of the Services they provide. Such insurance, at minimum, shall include:

General Liability Insurance coverage in the amount of \$10,000,000 insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Nova Scotia. The policy shall be endorsed to include each party to the agreement as an additional insured with respect to the Services as per the signed agreement. The policy shall further be endorsed to include:

- cross-liability,
- contractual liability,
- personal injury, and
- Non-owned Automobile Coverage and shall include contractual non-owned coverage.

Medical Malpractice Insurance coverage can be provided as a stand-alone policy or included in the coverage afforded by the General Liability Policy referenced above.

Automobile Liability Insurance Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the agreement.

All policies of insurance shall:

- Be underwritten by an insurer licensed to conduct business in the Province of Nova Scotia.
- Include a provision for 60-day notice of cancellation except for Automobile which shall provide 15-day notice of cancellation.


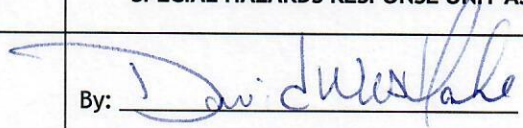
Certificates of Insurance evidencing the coverage, including the maximum limits available in each Policy (subject to claims), as outlined above shall be provided to East Hants within fifteen (15) days of signing the agreement and within ten (10) business days of a request from East Hants to provide an updated certificate.

General

All notices to or upon the respective parties hereto shall be in writing and shall be deemed to have been duly given immediately when hand delivered or five (5) business days after posting by prepaid registered mail to the party to which such notice is required to be given under this Memorandum as follows:

- Either party may, by written notice, designate a new address for notices given hereunder.
- This MOU shall constitute the whole agreement between the parties unless duly modified in writing signed by both parties.
- This Memorandum shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.
- The Special Hazards Response Unit shall comply with all laws, ordinances, rules and regulations relating to services to be provided under this Memorandum.
- This Memorandum ensures to the benefit of and is binding upon the parties hereto, their respective permitted successors and assigns.

Signed hereunder by representatives of the parties with authority and capacity to do so:

MUNICIPALITY OF THE DISTRICT OF EAST HANTS	SPECIAL HAZARDS RESPONSE UNIT ASSOCIATION
By: <u></u>	By: <u></u>
Name: <u>Kim Ramsay</u>	Name: <u>David Westlake</u>
Title: <u>Chief Administrative Officer</u>	Title: <u>CHIEF</u>

APPENDIX A

Elmsdale Fire & Emergency Services Association

Enfield Volunteer Fire Department Association

Gore District Volunteer Fire Department

Kennetcook District Fire Department

Lantz Volunteer Fire Department

Maitland & District Volunteer Fire Department

Milford and District Volunteer Fire Brigade Society

Nine Mile River and District Volunteer Fire Brigade Society

Noel & District Fire Department

Rawdon District Volunteer Fire Department

Shubenacadie & District Fire & Emergency Services Society

Uniacke and District Volunteer Fire Department

Walton Shore Fire Department Association