

# Shelburne County Fire Fighters Association

## Shelburne County Fire or Emergency Mutual Aid Agreement

Adopted September 13<sup>th</sup>, 2007  
Amended September 6<sup>th</sup>, 2012

This Amended Fire or Emergency Mutual Aid Agreement made this \_\_\_\_ day  
of \_\_\_\_\_, 2022.

Between: Shelburne County Fire Fighters Association  
Barrington/ Port LaTour Volunteer Fire Department  
C.G.C. Volunteer Fire Dept.  
Harbour Fire Department  
Ingomar- Roseway Fire Association  
Island & Barrington Passage Fire Department  
Lockeport Volunteer Fire Department  
Middle/Upper Ohio Fire Department  
Shelburne Volunteer Fire Department  
The Jordan Volunteer Fire Department  
The L.H. & Area Fire Department  
The Sable River Volunteer Fire Department  
Woods Harbour Shag Harbour Volunteer Fire Dept.  
Municipality of the District of Barrington  
Municipality of the District of Shelburne  
Town of Clark's Harbour  
Town of Lockeport  
Town of Shelburne

## **Background:**

The Shelburne County Fire Fighters Association is comprised of representatives of every Shelburne County Fire Department/Association. There are quarterly meetings held throughout the County as well as joint training sessions. In 2007 an initial agreement was developed by the Shelburne County Fire Fighters Association and adopted to allow for the preapproved agreement in advance of a Fire or Emergency situation where additional human or equipment resources can be shared. These resources may be required in addition to the resources of the initial responding Fire Department/Association.

The original agreement was accepted on the 13<sup>th</sup> day of September 2007. The agreement has been amended with (Article 2.1) added and approved at a meeting in Lockeport on the 6th day of September 2012.

## **Purpose:**

The purpose of this agreement is to allow for the seamless sharing of human or equipment resources by a requesting Fire Department/Association from responding Fire Departments/Associations. With this agreement in place, Senior Fire Officers will have the ability to preplan with other Fire Departments/Associations for Fire or Emergency response in their area.

## **Article 1**

1.1 The Shelburne County Fire Departments/Associations and Shelburne County Municipal Units above agree to support each other in the event of a fire or other emergency that may require assistance.

## **Article 2**

2.1 In the event that a Fire Department/Association cannot respond to a Fire or Emergency in its own district, for whatever reason, the first arriving Fire Department/Association on scene will have the authority to act on behalf of the Fire Department/Association which was not able to respond and be in full charge with all the powers of the Fire Chief from that fire district. In the event that an Officer from the Fire Department/Association that was not able to respond arrives on scene, they would, after consultation with the current Incident Commander have the option to assume command or they could leave the current Incident Commander in charge.

2.2 If in the opinion of the officer in charge of a fire or emergency mutual aid assistance is required any Fire Department/Association in this agreement shall respond to a request for assistance in the extent they are able, keeping in mind any demands that are being made on their personnel and equipment at the time.

2.3 When the Fire Department/Association requested to give aid, is unable because of an emergency within its own jurisdiction or the lack of personnel, they shall not be compelled to respond, nor shall they be excluded from this agreement in the future because of their inability to respond. Furthermore, the requested Fire Department/Association shall promptly notify the requesting Fire Department/Association that they are unable to respond.

2.4 Upon arriving at the scene of a fire or emergency the responding Fire Department/Association officer in charge will report to the requesting officer in charge and receive instructions and be assigned duties at that time.

2.5 Any standard operating procedures jointly developed or implemented by the participating Departments/Associations under this agreement will form part of this agreement as an appendix and will be reviewed by the Fire Departments/Associations.

2.6 The officer in charge of the Fire Department/Association requesting assistance is in command at the scene of the fire or emergency and the responding Department/Association has no responsibility for the fire or emergency operation unless the responding Department/Association is requested to take command by the officer in charge, and the command is assumed.

### **Article 3. Equipment responsibilities**

3.1 In instances where equipment is loaned to a member of the Shelburne County Fire Fighters Association without personnel of the loaning Department/Association accompanying the equipment, the Department/Association receiving the loan of the equipment will be responsible for repairs or replacement of the equipment if any damage is caused to the equipment for any reason while on loan.

3.2 In instances where equipment is loaned to a member of the Shelburne County Fire Fighters Association with personnel of the loaning Department/Association accompanying the equipment the Department/ Association receiving the loan of the equipment will not be responsible for repairs or replacement of the equipment if any damage is caused to the equipment for any reason while on loan.

## **Article 4. Area of protection Shelburne County**

4.1 The approved areas of jurisdiction of each Department/Association in this agreement is considered the area where this agreement will apply.

## **Article 5. Instructions**

5.1 The Fire Chiefs of each Department/Association will ensure that each of their personnel will receive instruction concerning the terms of this agreement on an annual basis so this agreement will be carried out in an efficient manner.

## **Article 6. Insurance**

6.1 Each Fire Department/Association will maintain its own public liability and property damage insurance in amount of not less than two million dollars for each occurrence and will ensure that it has the same coverage for any assistance provided to another Fire Department/ Association under the terms of this agreement.

## **Article 7. Benefits and Rights**

7.1 When Fire Department personnel are sent to another Community pursuant to this agreement, the jurisdiction , authority, rights, privileges, and immunities , including coverage under Worker's Compensation laws, which they have in the sending fire department shall be extended to and include the area in which like benefits and authorities are or could be afforded to fire department personnel of the requesting fire department and shall be extended to the area located between their respective communities when said personnel are acting within the scope of the authority conferred by this agreement.

## **Article 8. Liability and Indemnification**

8.1 The requesting Department/Association is required to indemnify and save harmless the responding Department/Association from any actions, claims, costs, damages, demands, expenses, and liability arising out of or in any way related to the obligations provided for in this agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the responding party. This indemnity shall survive the termination or expiration of this Agreement.

8.2 The responding Department/Association covenants and agrees that it shall defend, indemnify and save harmless the requesting Department/Association from any actions, claims, costs, damages, demands, expenses, and liability arising out of or in any way related to the obligations of the responding Department/Association to carry out the work or otherwise meet the obligations provided for in this agreement, including the failure to perform such work adequately or at all, except to the extent that the same is caused by negligence or willful misconduct of the requesting Department/Association. This indemnity shall survive the termination or expiration of this Agreement.

### **Article 9. Mutual Indemnification**

9.1 All Parties covenant and agree that each shall defend, indemnify, and save harmless the other from any claims, costs, damages, expenses, liability, and suits arising out of or in any way related to the obligations to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct. This indemnity shall survive the termination or expiry of this Agreement.

### **Article 10. Opting Out**

10.1 This agreement will continue in force until notification in writing by a Fire Department/Association or Municipal Unit intending to opt out. Notice of this intention shall be delivered in writing to each party of this agreement at least six (6) months prior to the Fire Department/Association or Municipal Unit opting out.

10.2 If at any time a Fire Department/Association or Municipal Unit wishes to enter into this agreement, a request in writing must be made to the Shelburne County Fire Fighters Association and each Shelburne County Municipal Unit. A special meeting may be called to discuss the application. Acceptance requires the written consent of at least two thirds of the parties to this agreement.

### **Article 11. Dispute Resolution**

11.1 The parties agree to endeavor to attempt to resolve any dispute arising by reason of a term in this Agreement amicably. In the event that such disputes cannot be resolved in amicable fashion, the parties agree to submit the dispute to binding arbitration pursuant to the provisions of the Commercial Arbitration Act.

## **Article 12. Applicable Law**

12.1 The law governing this Agreement and any action, matter, or proceeding based upon or relating to this Agreement shall be the law of the Province of Nova Scotia, which shall have exclusive jurisdiction over any action or proceeding based upon or relating to this Agreement.

## **Article 13. Notice**

13.1 Any notice under this Agreement, unless otherwise provided, may be given if delivered or mailed, postage prepaid, or by facsimile transmission or electronic transmission to each of the parties.

## **Article 14. Severability**

14.1 The Parties covenant and agree that the invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and any invalid provision will be severable, or will be deemed to be severable.

## **Article 15. Waivers and Amendments**

15.1 No actions by any Party to this Agreement shall be construed as a waiver saving express written provisions of such waiver and this Agreement shall not be amended saving express provision of such amendment by all Parties hereto.

## **Article 16. Time**

16.1 Time shall in all respects be of essence in the Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement by their respective officials, duly authorized on that behalf, on the day and year first above written.

Darrell Locke  
President \_\_\_\_\_  
Date: \_\_\_\_\_

Vanessa Stoddard  
Secretary \_\_\_\_\_  
Date: \_\_\_\_\_

Barrington/ Port LaTour Volunteer Fire Department  
Paul Thomas  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

C.G.C. Volunteer Fire Department  
Clifford VanBuskirk  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Harbour Fire Department  
Dale Smith  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Ingomar-Roseway Fire Association  
Lewis Chetwynd  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Island & Barrington Passage Fire Department  
Walter Scott  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

The Jordan Volunteer Fire Department  
Dale Slack  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

The L.H. & Area Fire Department  
Dale Richardson  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Lockeport Volunteer Fire Department  
Wayne Chetwynd  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Middle/Upper Ohio Fire Department  
Danny Holmes  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

The Sable River Volunteer Fire Department  
Todd Sisk  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Shelburne Volunteer Fire Department  
Darrell Locke  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Woods Harbour Shag Harbour Volunteer Fire Department  
Jody Goreham  
Fire Chief \_\_\_\_\_  
Date: \_\_\_\_\_

Municipality of the District of Barrington  
Chris Frotten  
CAO \_\_\_\_\_  
Date: \_\_\_\_\_

Municipality of the District of Shelburne

Warren MacLeod

CAO \_\_\_\_\_

Date: \_\_\_\_\_

Town of Clarks Harbour

Jennifer Jones

Clerk/Treasurer \_\_\_\_\_

Date: \_\_\_\_\_

Town of Lockeport

Joyce Young

Clerk/Treasurer \_\_\_\_\_

Date: \_\_\_\_\_

Town of Shelburne

Sherry Doane

CAO \_\_\_\_\_

Date: \_\_\_\_\_

**Included in the Shelburne County Fire or Emergency Mutual Aid Agreement (for reference purposes) is the section of the *Municipal Government Act* which gives the Incident Commander the power to act in a fire situation.**

## ***Municipal Government Act***

### **Powers where fire**

297 (1) When any fire, rescue or emergency occurs, the fire chief or other officer in charge, and any person under the direction of that officer, shall endeavor to extinguish the fire and prevent it from spreading, conduct the rescue or deal with the emergency and, for that purpose, may

- (a) command the assistance of persons present and any inhabitant of the municipality;
  - (b) remove property from buildings on fire or in danger of fire;
  - (c) take charge of property;
  - (d) enter, break into or tear down any building;
  - (e) exclude and remove persons and vehicles from the building or vicinity; and
  - (f) generally do all things necessary to respond to the emergency.
- (2) It is an offence to disobey any lawful order or command of the officer in charge.
- (3) Where a fire alarm is given or the officer in charge has reason to believe that a fire exists on any premises, the officer in charge and any person under the direction of that officer may enter or break into any building for the purpose of ascertaining whether a fire exists.
- (4) The officer in charge may direct that a building be pulled down or otherwise destroyed if, in the judgment of that officer, doing so will tend to contain a fire or protect the public from a dangerous condition.
- (5) A municipality, a village, a fire protection district, a fire department, an emergency services provider and an officer in charge, and a person acting under the direction or authority of that officer, are not liable for an act done in the exercise of any of the powers conferred by this Section. *1998, c. 18, s. 297.*