

## RESORT MUNICIPALITY OF WHISTLER

BYLAW NO. 1226, 1996

**A BYLAW TO AUTHORIZE THE RESORT MUNICIPALITY OF WHISTLER TO ENTER INTO A  
MUTUAL AID AGREEMENT WITH THE DISTRICT OF SQUAMISH, VILLAGE OF  
PEMBERTON AND SQUAMISH-LILLOOET REGIONAL DISTRICT, WHICH WOULD PROVIDE  
FOR THE USE OF FIRE FIGHTING AND ASSISTANCE RESPONSE EQUIPMENT AND  
PERSONNEL FOR MUTUAL AID FOR RESCUE PURPOSES ALONG HIGHWAY 99  
BETWEEN SQUAMISH AND PEMBERTON**

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WHEREAS under the provisions of Part 19 of the Municipal Act, R.S.B.C. 1979, the Council of a municipality may by bylaw make agreements with other municipalities for the use in the municipality or in other municipalities of fire fighting and assistance response equipment and personnel on terms and for remuneration agreed to by the parties;

AND WHEREAS it is deemed desirable and expedient to enter into an agreement with the District of Squamish, Village of Pemberton and Squamish-Lillooet Regional District, in order that the parties may assist each other in the provision of fire fighting and other emergency response assistance along Highway 99, if the Fire Chief or his designate consider it prudent and practicable to do so, regardless of jurisdictions, and provided that the Resort Municipality of Whistler's response is in the area outlined in the agreement;

NOW THEREFORE the Council of the Resort Municipality of Whistler in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Highway 99 Rescue Mutual Aid Agreement Bylaw No. 1226, 1996".
2. That the Resort Municipality of Whistler is hereby empowered and authorized to enter into an agreement with the District of Squamish, Village of Pemberton and Squamish-Lillooet Regional District to provide full coverage for rescue purposes along Highway 99, between the southern boundary of the District of Squamish and Pemberton in accordance with the terms and conditions as set out in the form of agreement attached hereto and marked as Schedule "A" and forming part of this Bylaw.
3. That the Mayor and Clerk for the Resort Municipality of Whistler are hereby authorized to sign the agreement marked Schedule "A" as appended to this Bylaw on behalf of the Resort Municipality of Whistler.

GIVEN FIRST, SECOND and THIRD READINGS this 3rd day of September 1996.

RECONSIDERED and finally ADOPTED by the Council this 16th day of September 1996.

Signed Original on File

~~Fred Nebbeling, Mayor~~ HUGH O'REILLY,  
ACTING MAYOR

Signed Original on File

Brenda M. Sims, Municipal Clerk

I HEREBY CERTIFY that this is a true copy of "Highway 99 Rescue Mutual Aid Agreement Bylaw No. 1226, 1996"

\_\_\_\_\_  
Brenda M. Sims, Municipal Clerk

SCHEDULE "A"  
Bylaw No. 1226, 1996

**HIGHWAY 99 RESCUE AGREEMENT**

THIS AGREEMENT dated for reference July 19, 1996, is

AMONG:

**RESORT MUNICIPALITY OF WHISTLER**

4325 Blackcomb Way  
Whistler, B.C.  
V0N 1B4

("Whistler")

AND:

**CORPORATION OF THE VILLAGE OF PEMBERTON**

1350 Aster Street  
P.O. Box 100  
Pemberton, B.C.  
V0N 2L0

("Pemberton")

AND:

**CORPORATION OF THE DISTRICT OF SQUAMISH**

37955 2nd Avenue  
Box 310  
Squamish, B.C.  
V0N 3G0

("Squamish")

AND:

**SQUAMISH-LILLOOET REGIONAL DISTRICT**

P.O. Box 219  
Pemberton, B.C.  
V0N 2L0

("SLRD")

**GIVEN THAT:**

- A. Whistler, Pemberton and Squamish each maintain their own fire fighting equipment and personnel;
- B. Pursuant to section 788(1)(g) of the *Municipal Act*, R.S.B.C. 1979, c. 290, SLRD has established fire prevention and suppression, and assistance response as a local service;
- C. Section 699(1)(d) of the *Municipal Act* provides that the council of a municipality may, by bylaw, make agreements with other municipalities for the use of fire fighting and assistance response equipment and personnel in the municipality or other municipalities, on the terms and for the remuneration agreed to by the parties;
- D. Section 786(1)(b) of the *Municipal Act* permits a regional district to enter into a contract necessary and desirable for the proper implementation of its powers and duties;
- E. Whistler, Pemberton and Squamish desire to assist each other in the provision of fire fighting and emergency response assistance and the SLRD desires assistance from Whistler, Pemberton and Squamish in its local service area, on the terms and conditions set out herein;
- F. The Councils of Whistler, Pemberton and Squamish, and the Board of the SLRD have duly authorized the entering into of this Agreement and empowered the authorized signatories to execute this Agreement on behalf of the respective parties;
- G. The parties wish to assist each other in the provision of fire fighting and other emergency response assistance on the terms and conditions set out herein;

**THIS AGREEMENT IS EVIDENCE** that, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions set out, the parties agree as follows:

- 1. In this Agreement:
  - (a) "Fire Chief" means, for each party, the senior employee responsible for the fire services of that party and his or her delegate;
  - (b) "Incident" means an accident or occurrence involving motor vehicles which results in injury to persons or property which may require rescue or extrication;
  - (c) "Emergency Resources" means all persons and equipment directly available to the fire department of a party, including but not limited to, fire fighting equipment and emergency rescue equipment;

- (d) "Providing Party" means a party receiving a request for assistance under this Agreement, but does not include the SLRD;
- (e) "Requesting Party" means a party requesting assistance under this Agreement;
- (f) "Response Area" means collectively those areas designated as Area 1 through Area 4, inclusive, on the map attached as Schedule "A" to this Agreement, with each area being referred to individually as "Area 1", "Area 2", "Area 3", and "Area 4".

2. The parties agree that Whistler, Pemberton and Squamish shall provide Emergency Resources to the SLRD and to each other as follows:

- (a) Pemberton shall have primary responsibility for providing Emergency Resources to Incidents occurring within Area 1. Where Pemberton's Fire Chief determines that Pemberton's Emergency Resources are not able to respond to an Incident or are insufficient to adequately deal with the Incident, he may request Emergency Resources from the Whistler Fire Chief.
- (b) Whistler shall have primary responsibility for providing Emergency Resources to Incidents occurring within Area 2. Where Whistler's Fire Chief determines that Whistler's Emergency Resources are not able to respond to an Incident or are insufficient to adequately deal with the Incident, he may request Emergency Resources from the Pemberton Fire Chief when the Incident occurs within, or to the north of Whistler's boundaries, or the Squamish Fire Chief when the Incident occurs within or to the south of Whistler's boundaries.
- (c) Whistler and Squamish shall have joint responsibility for providing Emergency Resources to Incidents occurring within Area 3. The Fire Chief first arriving at the scene of the Incident shall be the Incident commander providing assistance where necessary.
- (d) Squamish shall have primary responsibility for providing Emergency Resources to Incidents occurring within Area 4. Where Squamish's Fire Chief determines that Squamish's Emergency Resources are not able to respond to an Incident or are insufficient to adequately deal with the Incident, he may request Emergency Resources from the Whistler Fire Chief.

With the exception of paragraph (c) above, Emergency Resources assisting at an Incident shall be under the direction of the Fire Chief of the Requesting Party, provided that the Emergency Resources may be recalled at any time by the Fire Chief of the Providing Party.

3. A Fire Chief who receives a request for Emergency Resources from a Requesting Party shall determine, in his sole discretion, the extent of the Emergency Resources available and shall dispatch such resources to the Incident; provided that nothing in this Agreement shall require a Fire Chief to dispatch Emergency Resources that he considers are not available or that he considers are otherwise required in the jurisdiction of the Providing Party.
4. Each Requesting Party hereby releases and waives all claims, demands, actions, suits, liabilities, losses, damages, costs (including legal costs), fines, penalties, charges and expenses which it may incur, suffer or be put to arising out of the provision of Emergency Resources by a Providing Party pursuant to or in connection with this Agreement, including those arising out of or in connection with any loss or damage to persons (including bodily injury and death) or property or as a result of or in connection with, directly or indirectly, any economic losses suffered or sustained by the Requesting Party, except where caused or contributed to by the negligence of the Providing Party.
5. All equipment provided to a Requesting Party shall be returned to the Providing Party as soon as it is no longer needed for the Incident. Equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Party at the time of acceptance.
6. The Providing Party shall be responsible for all costs incurred by it in connection with the gathering, movement and deployment of Emergency Resources to the Requesting Party under this Agreement. The Requesting Party shall not be required to pay rent or any other charge to the Providing Party for the use of the equipment or personnel.
7. Each Requesting Party hereby agrees to indemnify and hold harmless a Providing Party from all claims, demands, actions, suits, liabilities, losses, damages, costs (including legal costs), fines, penalties, charges and expenses which it may incur, suffer or be put to, directly or indirectly, arising out of the provision of Emergency Resources by a Providing Party pursuant to or in connection with this Agreement, including those arising out of or in connection with any loss or damage to persons (including bodily injury and death) or property or as a result of or in connection with, directly or indirectly, any economic losses suffered or sustained by the Requesting Party or any other person, except where caused or contributed to by the negligence of the Providing Party.
8. No party to this Agreement shall be liable in damages, or otherwise, to another party for a failure to respond to a request for assistance under this Agreement or for failure to provide Emergency Resources or adequate Emergency Resources.
9. Any of the parties may terminate its rights and obligations under this Agreement by giving to the other parties thirty (30) days notice in writing of its intention to do so,

following which the Agreement shall continue in force between the remaining parties.

10. This Agreement shall not be assignable by any of the parties to this Agreement without the prior written consent of each of the parties, and any attempt to assign the rights, duties and obligations hereunder without such consent shall be of no effect.

11. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

12. Where any notice or other communication is required to be given or made by any party (other than requests and responses for Emergency Resources) under this Agreement, it shall be in writing and is effective if delivered in person or sent by registered mail, to the attention of the Fire Chief, at the addresses set out on page one of this Agreement. A notice or other communication is effective, if delivered in person, when received, and if by registered mail, when the postal receipt is acknowledged by the other party. A party shall give notice of a change of address to all other parties in the manner set out in this provision.

13. In the case of any dispute arising between the parties as to their rights and obligations under this Agreement, a party shall be entitled to give the other parties notice of such dispute and to request arbitration thereof, and the parties may, with respect to the particular matters in dispute, agree to submit the same to arbitration in accordance with the *Commercial Arbitration Act*, S.B.C. 1986, c. 3.

14. Every reference to a party is deemed to include the officers, administrators, servants, employees, agents, and contractors of that party.

15. This Agreement shall remain in force and effect for a period of five years from the date of execution.

16. This Agreement shall be governed by and construed in accordance with the laws of

the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the dates set out below

The Corporate Seal of RESORT  
MUNICIPALITY OF WHISTLER )  
was hereunto affixed in the )  
presence of: )

(C/S)

\_\_\_\_\_  
Authorized Signatory )

\_\_\_\_\_  
Authorized Signatory )

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

The Corporate Seal of )  
CORPORATION OF THE VILLAGE )  
OF PEMBERTON was hereunto )  
affixed in the presence of: )

(C/S)

\_\_\_\_\_  
Authorized Signatory )

\_\_\_\_\_  
Authorized Signatory )

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

The Corporate Seal of )  
CORPORATION OF THE DISTRICT )  
OF SQUAMISH was hereunto affixed )  
in the presence of: )

(C/S)

\_\_\_\_\_  
Authorized Signatory )

\_\_\_\_\_  
Authorized Signatory )

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

The Corporate Seal of SQUAMISH- )  
LILLOOET REGIONAL DISTRICT )  
was hereunto affixed in the presence of: )

(C/S)

\_\_\_\_\_  
Authorized Signatory )

\_\_\_\_\_  
Authorized Signatory )

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



Appendix "A"

