

RESORT MUNICIPALITY OF WHISTLER

“Garibaldi Mutual Aid Agreement Bylaw No. 1630, 2003

A Bylaw to authorize the Resort Municipality of Whistler to enter into a Mutual Aid Agreement with the Squamish Lillooet Regional District which would provide for the use of emergency response equipment and personnel for Mutual Aid fire protection purposes.

WHEREAS:

- A. The Council of the Resort Municipality of Whistler has the authority pursuant to Division 1, Part 15 of the Local Government Act R.S.B.C., 1996 Chapter 323 to make agreements for the furnishing of fire protection and assistance response by, or with a properly constituted authority, and for the paying or collecting of agreed charges for such services;
- B. The Council of the Resort Municipality of Whistler desires to enter into an agreement substantially in the form and with the content of that set out in Schedule “A” of this Bylaw.

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 “Garibaldi Mutual Aid Agreement Bylaw No. 1630, 2003.”
- 2. That the Resort Municipality of Whistler is hereby empowered and authorized to enter into an agreement with the Squamish Lillooet Regional District in the form set out and attached hereto and forming part of this Bylaw, such Agreement to be called Schedule “A”, “Garibaldi Mutual Aid Agreement”, whereby the Squamish Lillooet Regional District and the Resort Municipality of Whistler agree to assist each other in the provision of fire fighting and other emergency responses in accordance with the terms and conditions as set out in said Schedule “A”.
- 3. The Mayor and Municipal Clerk for the Resort Municipality are hereby authorized to execute the Agreement marked Schedule “A” to this Bylaw on behalf of the Resort Municipality of Whistler.
- 4. “Garibaldi Mutual Agreement Bylaw No. 1313, 1997” is hereby repealed.

GIVEN FIRST, SECOND, AND THIRD READINGS this 7th day of April, 2003

ADOPTED by the Council this 22nd day of April, 2003

Signed Original on File

Hugh O'Reilly
Mayor

Signed Original on File

Brenda Sims
Municipal Clerk

**I HEREBY CERTIFY that this is
A true copy of "Garibaldi Mutual Aid
Bylaw No. 1630, 2003."**

Brenda Sims
Municipal Clerk

Schedule "A"

**"GARIBALDI MUTUAL AGREEMENT
BYLAW NO. 1630, 2003"**

THIS AGREEMENT made the day of , 2003.

Between:

RESORT MUNICIPALITY OF WHISTLER **(Whistler)**
4325 Blackcomb Way
Whistler, B.C.
V0N 1B4

OF THE FIRST PART

AND:

SQUAMISH LILOOET REGIONAL DISTRICT **(S.L.R.D.)**
Aster Street
P.O. Box 219
Pemberton, B.C.
V0N 2L0

OF THE SECOND PART

WHEREAS:

- A. Division 1, Part 15 of the Local Government Act R.S.B.C., 1996 Chapter 323 permits a Council by Bylaw, to make agreements with other local governments, improvement districts, the Provincial government, or the federal government, for the use of fire fighting and assistance response equipment and personnel inside or outside the municipality, on terms and for remuneration agreed to by the parties to the agreement;
- B. The SLRD has established fire prevention and suppression and the provision of assistance in response to other classes of circumstances specified by Bylaw that may cause harm to persons or property;
- C. Division 4, Part 24 of the Local Government Act R.S.B.C., 1996 Chapter 323 permits a regional district to enter into any contract considered by the Board to be necessary or desirable for the exercise of its powers and the performance of its duties, including without limiting this operation of services and a regional board may, by bylaw, enter into Mutual Aid Agreements respecting the use of fire fighting and assistance response equipment and personnel in fire suppression and assistance response inside or outside of the service area;
- D. Whistler and the S.L.R.D. each maintain their own fire fighting equipment and personnel;

- E. Whistler and the S.L.R.D. desire to assist each other in the provision of fire fighting and other emergency response on the terms and the conditions set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. In this Agreement:
 - (a) "Fire Chief" means, for each party, the senior person responsible for the services of that party and includes the assistants or delegate of the Fire Chief;
 - (b) "Incident" means a fire or occurrence which may result in damage to persons or property;
 - (c) "Emergency Resources" means all persons and equipment directly available to the Fire Chief, including and not limited to fire fighting equipment, emergency rescue equipment and personnel;
 - (d) "Providing Party" means a party receiving a request for assistance under this Agreement;
 - (e) "Requesting Party" means a party requesting assistance under this Agreement;
 - (f) "Response Area" means those areas contained in:
 - i) Area 1 of the attached map and described as the lands containing Black Tusk Village and Pinecrest Estates and;
 - ii) those areas contained in Area 2 on the attached map and described as the lands containing the Resort Municipality of Whistler.
2. Whistler and the S.L.R.D. through their respective Fire Rescue Services shall have primary responsibility for providing emergency services in their respective jurisdictions.
3. When a Fire Chief determines that emergency resources are not available to respond or insufficient to adequately respond to an incident within the response area in his/her jurisdiction, he/she may request emergency resources from the other party.
4. The providing party shall provide emergency resources to the requesting party to assist in an emergency response to an incident in the response area under the terms and conditions of this Agreement.

5. The Fire Chief of the requesting party shall direct the providing party's emergency resources assisting at an incident. The providing party may recall emergency resources at anytime for emergency response in its own jurisdiction.
6. Upon receipt of a request under Section 3, a Fire Chief of a providing party has a reasonable time to determine, in his/her sole discretion, the extent of the emergency resources available and he/she shall dispatch such emergency resources to the incident; provided that nothing in this Agreement shall require the Fire Chief to dispatch emergency resources that he/she considers are not available or that he/she considers are required for service in the jurisdiction of the providing party.
7. 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.
8. All equipment provided to a requesting party shall be returned to the providing party within 24 hours after it is no longer required 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. If equipment is not returned in good working order, the requesting party shall repair or replace the equipment and provide the providing party with replacement equipment in the meantime.
9. 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.
10. The requesting party shall reimburse the providing party any costs for consumable items used at the incident or any equipment that may be damaged beyond repair or destroyed as a result of the incident.
11. Each party shall within three months of the date of the Agreement, compile a list of their respective Fire Chiefs and emergency resources and distribute a copy of the list to the other party. This list shall be revised on the anniversary date of the Agreement and every year thereafter for the duration of the Agreement.
12. It is understood and agreed by each party hereto that in providing emergency services, each party shall be fully responsible for the consequences of any error, omission or negligent act on its part or on the part of its employees or agents in providing the emergency services.
13. The responding party shall indemnify and hold harmless the receiving party and any other responding party from and against any and all loss, cost, damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the responding party in providing the emergency services requested.

14. The receiving party shall indemnify and hold harmless the responding party and any other responding party from and against any and all loss, cost damage, claim or expense found to be attributable to any error, omission or negligent act on the part of the receiving party in providing the emergency services requested.
15. Either party may terminate its rights and obligations under this Agreement by giving to the other party thirty (30) days notice in writing of its intention to do so.
16. This Agreement shall not be assignable by either party to this Agreement without the prior written consent of the other party.
17. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
18. Notices or other communications (other than a request for emergency response under this Agreement) shall be in writing and shall be sufficiently given if delivered to a Fire Chief personally or left at the Fire Chief's office, or mailed by first-class prepaid registered mail to the addresses on the first page hereof, attention the Fire Chief. Any notice delivered shall be deemed to be given and received at the time of delivery. Any notice mailed shall be deemed to have been given and received on the expiration of six (6) days after it is posted, addressed in accordance with the provisions herein, or such address as may from time to time be notified in writing by the parties hereto, provided that if there shall be between the time of mailing and the actual receipt of the notice a mail strike, slow down or other labour dispute which might affect the delivery of such notice by the mails, then such notice shall only be effective if actually delivered.
19. In case of any dispute arising between the two parties as to their rights and obligations under this Agreement, a party shall be entitled to give the other party notice of such dispute and to request arbitration thereof; and that party may, with respect to the particular matters in dispute, agree to submit same to arbitration by a single arbitrator in accordance with the Commercial Arbitration Act, R.S.B.C. 1996, c.55.
20. This Agreement shall remain in force and effect for a period of five years from the date of execution.
21. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
22. The Council of Whistler and the Board of the S.L.R.D. have duly authorized the entering into of this Agreement and empowered the authorized signatories to execute this Agreement on behalf of the respective parties.
23. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.

24. Every reference to each party is deemed to include the successors, permitted assigns, member, directors, officers, employees, servants, agents and invitees of such party, where the content or parties so permit.

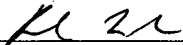
IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

**THE CORPORATE SEAL OF
RESORT MUNICIPALITY OF WHISTLER**

Was hereunto affixed in the presence of:



Hugh O'Reilly
Mayor

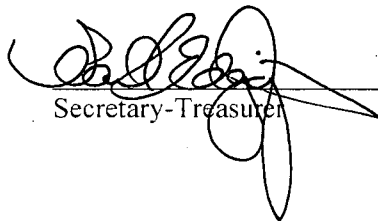


Brenda Sims
Municipal Clerk

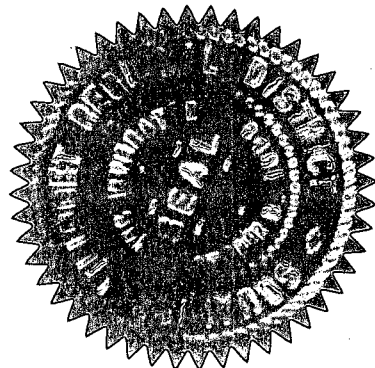
**THE CORPORATE SEAL OF
SQUAMISH LILLOOET REGIONAL
DISTRICT** was affixed in the presence of:

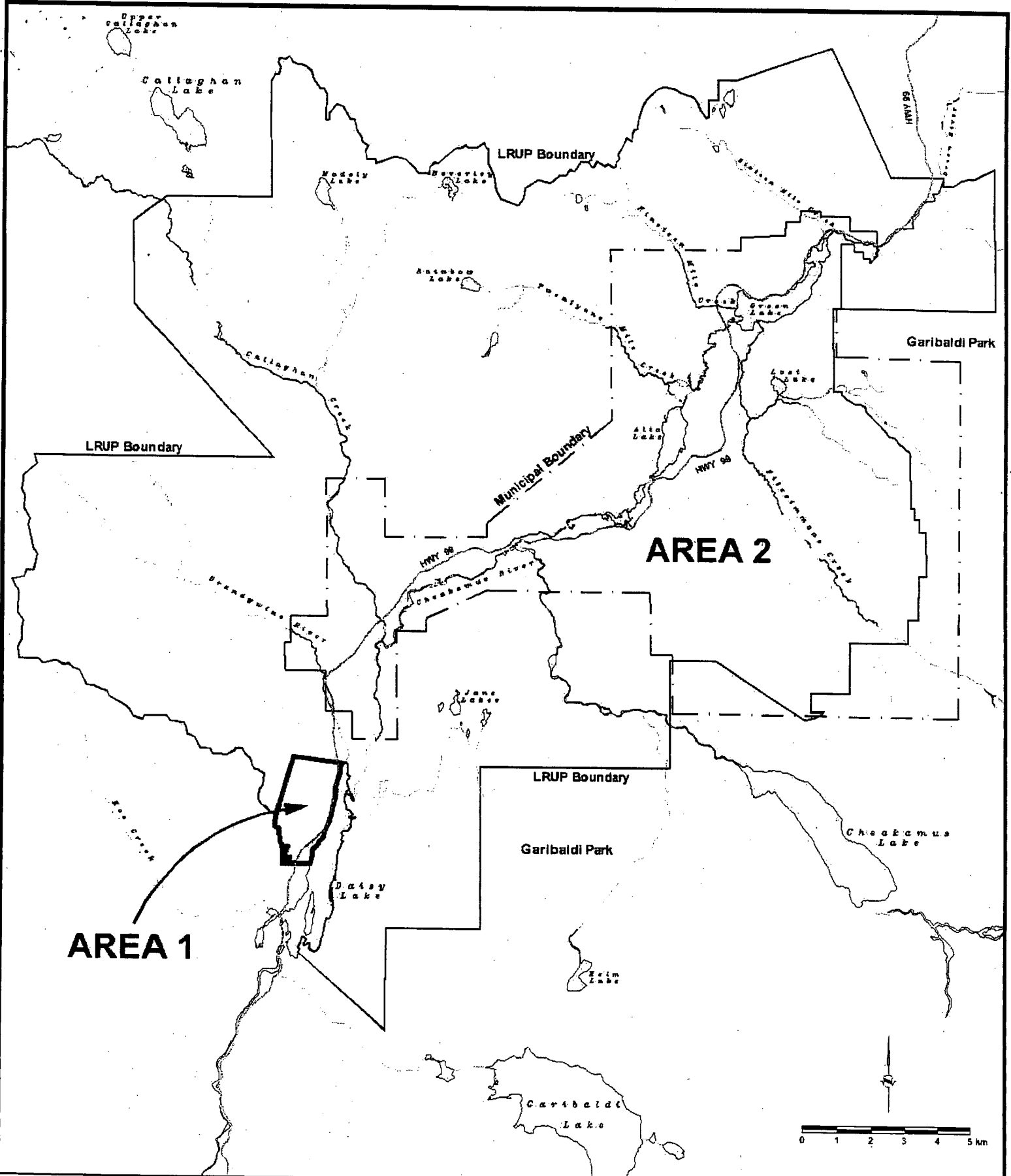


Chair



Secretary-Treasurer





AREA 1

AREA 2



WHISTLER

**SCHEDULE "A"
GARIBALDI MUTUAL AID AGREEMENT
BYLAW NO. 1630, 2003**

DATE: MARCH 25, 2003

SCALE: N.T.S.

APPROVED BY:

DRAWN BY: BL