

**RESORT MUNICIPALITY OF WHISTLER**

**“Squamish Mutual Aid Agreement Bylaw No. 1666, 2004”**

A Bylaw to authorize the Resort Municipality of Whistler to enter into a Mutual Aid Agreement with the District of Squamish 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 the Community Charter Section 23 (1) (a) 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 the “Squamish Mutual Aid Agreement Bylaw No. 1666, 2004.”
2. That the Resort Municipality of Whistler is hereby empowered and authorized to enter into an agreement with the District of Squamish in the form set out and attached hereto and forming part of this Bylaw, such Agreement to be called Schedule “A”, “Squamish Mutual Aid Agreement”, whereby the District of Squamish 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.

GIVEN FIRST, SECOND, AND THIRD READINGS this 19<sup>th</sup> day of April, 2004

ADOPTED by the Council this 3<sup>rd</sup> day of May, 2004

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 "Squamish Mutual Aid  
Bylaw No. 1666, 2004."

Brenda Sims  
Municipal Clerk

**Schedule "A"**

**Attached to and forming part of Bylaw 1666**

**"SQUAMISH MUTUAL AID AGREEMENT"**

**THIS AGREEMENT dated for reference the                      day of                      , 2004.**

Between:

**RESORT MUNICIPALITY OF WHISTLER**

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

("Whistler")

AND:

**DISTRICT OF SQUAMISH**

37955 Second Avenue  
PO Box 310  
Squamish, B.C.  
V0N 3G0

("Squamish")

**WHEREAS:**

- A. Section 23 (1) (a) of the Community Charter permits a Council by Bylaw, to make agreements with other public authorities.
- B. Squamish and Whistler have established fire prevention and suppression response services that provide assistance in certain circumstances, specified by Bylaw, that may cause harm to persons or property;
- C. Whistler and Squamish each maintain their own fire fighting equipment and personnel;
- D. Whistler and Squamish desire to assist each other in the provision of fire fighting and rescue 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, that person designated by Council by name or office as the Fire Chief, and includes the 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 within the Municipal boundaries of Whistler and Squamish.
2. Whistler Fire Rescue Service and Squamish Fire Rescue 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 Providing Party, through their dispatch centre.
4. When making a request under Section 3 of this Agreement, the Fire Chief of the Requesting Party shall:
  - (a) specify the type of fire apparatus and the number of staff required from the Providing Party for the Incident; and
  - (b) direct the available Emergency Resources provided by the Providing Party at the Incident using Unified Command principles.

5. When receiving a request under Section 3 of this Agreement, the Fire Chief of the Providing Party shall:
  - (a) have a reasonable amount of time to determine the full extent of Emergency Resources in the Providing Party's jurisdiction and select, in his/her sole discretion, those Emergency Resources that are available to assist the Requesting Party at the Incident;
  - (b) direct and dispatch those available Emergency Resources to the Incident in the Response Area to assist in emergency response; and
  - (c) have the ability to recall those available Emergency Resources at any time for emergency response in the jurisdiction of the Providing Party.
6. Nothing in this Agreement shall require the Fire Chief of the Providing Party to dispatch Emergency Resources that he/she considers are not available or that he/she considers are required 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. However, 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.
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. It is understood and agreed by each party hereto that in providing emergency services described in this Agreement, 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 connection with this Agreement.
11. The Providing Party shall indemnify and hold harmless the Requesting 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 Providing Party in connection with this Agreement.
12. The Requesting Party shall indemnify and hold harmless the Providing 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 Requesting Party in connection with this Agreement.

13. In the event of either a Local State of Emergency or a Provincial State of Emergency being declared by the Province of British Columbia, this Agreement shall not apply to the parties.
14. 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.
15. This Agreement shall not be assignable by either party to this Agreement without the prior written consent of the other party.
16. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
17. 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 prepaid express 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.
18. 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.
19. This Agreement shall remain in force and effect for a period of five years from the date of execution.
20. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
21. Waiver of any default by either party shall not be deemed to be a waiver of any subsequent default.
22. 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 as of the day and year written below.

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

Was hereunto affixed in the presence of:

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Hugh O'Reilly  
Mayor

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Brenda Sims  
Municipal Clerk

**THE CORPORATE SEAL OF  
THE DISTRICT OF SQUAMISH**

was affixed in the presence of:

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Ian Sutherland  
Mayor

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Trudy Coates  
Director of Administrative Services

Dated: \_\_\_\_\_, 2004