

FILE COPY

GARIBALDI MUTUAL AID AGREEMENT

THIS AGREEMENT made as of the 22nd day of November, 2010.

Between:

RESORT MUNICIPALITY OF WHISTLER

4325 Blackcomb Way

Whistler, BC, V0N 1B4

Email: rwhitton@whistler.ca Facsimile No. 604-935-8289

("Whistler")

And:

SQUAMISH LILOOET REGIONAL DISTRICT

Aster Street

PO Box 219

Pemberton, BC, V0N 2L0

Email: Pedgington@slrd.bc.ca Facsimile No. 604-894-6526

("SLRD")

WHEREAS:

- A. Section 23 (1) (a) of the *Community Charter* permits a Council to make agreements with other public authorities;
- B. Whistler and SLRD have established fire prevention and suppression response services that provide assistance in certain circumstances that may cause harm to persons or property;
- C. Whistler and SLRD each maintain their own firefighting equipment and personnel; and
- D. Whistler and SLRD 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) "Emergency Resources" means all persons and equipment directly available to the Fire Chief, including and not limited to firefighting equipment, emergency rescue equipment and personnel;
 - (b) "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;
 - (c) "Fire Rescue Services" means fire prevention and suppression response services and associated equipment and personnel;

- (d) "Incident" means a fire or occurrence which may result in damage to persons or property;
 - (e) "Providing Party" means a party receiving a request for assistance under this Agreement;
 - (f) "Requesting Party" means a party requesting assistance under this Agreement; and
 - (g) "Response Area" means those lands within the SLRD containing Black Tusk Village and Pinecrest Estates and those lands contained within the Municipal boundaries of Whistler.
2. Whistler and SLRD shall have primary responsibility for providing Fire Rescue Services in their respective Response Areas.
 3. When a Fire Chief determines that their Emergency Resources are not available to respond or are insufficient to adequately respond to an Incident within his/her Response Area, he/she may request Emergency Resources from the other party.
 4. When making a request under Section 3 of this Agreement, the Fire Chief of the Requesting Party shall:
 - (a) specify the Emergency Resources 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 Response Area and select, in his/her sole discretion, those Emergency Resources that are available to assist the Requesting Party;
 - (b) direct and dispatch those available Emergency Resources to the Response Area of the Requesting Party for deployment by the Requesting Party; and
 - (c) have the ability to recall those available Emergency Resources at any time for emergency response in the Response Area 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 Response Area 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 or any equipment that may be damaged beyond repair or destroyed as a result of the deployment.

8. As soon as the Incident has been brought under control, any Emergency Resources of a Responding Party shall be released before any Emergency Resources of the Requesting Party are released, unless otherwise agreed to.
9. 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 any Emergency Resources are 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.
10. The Requesting Party shall not be required to pay rent or any other charge to the Providing Party for the use of the Emergency Resources.
11. It is understood and agreed by each party hereto that in providing Fire Rescue 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.
12. 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.
13. 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.
14. 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.
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 without the prior written consent of the other party.
17. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
18. Any notice or other communication (other than a request for emergency response under this Agreement), to be given or made by under this Agreement shall be given or made in writing and addressed to the Fire Chief and either delivered if delivered to the Fire Chief personally or left at the Fire Chief's office or sent by facsimile, sent by electronic courier (email) at the respective address and/or fax number or registered mail, postage prepaid, addressed to the address referred to on page 1.

Any notice delivered shall be deemed to be given and received at the time of delivery, if delivered, on the day of delivery thereof, if telecopied or emailed, on the next day after the date of transmission of such facsimile and if mailed, then on the fourth (4th) day after the day of the mailing thereof; provided that, if mailed, should there be between the time of mailing and the actual receipt of 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 or sent by facsimile or electronic courier.


- 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 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, elected officials, permitted assigns, officers, employees, 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.

RESORT MUNICIPALITY OF WHISTLER

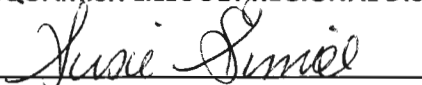


Ken Melamed Mayor




Shannon Story Corporate Officer

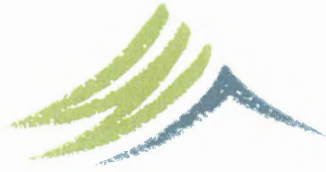
SQUAMISH LILLOOET REGIONAL DISTRICT



Chair



Secretary-Treasurer C.A.O



WHISTLER

DEPARTMENT: FIRE RESCUE
LEGAL DOCUMENTS FOR EXECUTION
SUBMITTAL FORM

File#: 4300

Project/Name: SBA TO SKY MUTUAL AID AGREEMENTS

Agreement

Description of Document (Project, Insurance, Amendment, etc): _____

GARIBALDI MUTUAL AID AGREEMENT (SLRD)

TERM OF CONTRACT/AGREEMENT

AMENDMENT Yes No _____

Parties: Between: RMOW

and: SQUAMISH ~~LILOOET~~ LILOOET REGIONAL DISTRICT

and: _____

Date Submitted: DECEMBER 17, 2010 January 27, 2011

No. of Copies Submitted: THREE

Approved as to Form and Content by: SHARON FUGMAN / ROB WHITTON

Date of Council Resolution to Approve (Attach Staff Report & Council Resolution): _____

NOVEMBER 16, 2010

Total Cost of Financial Commitments: NONE

Source of Funding: NONE

Non-Financial Commitment: EXCHANGE OF RESOURCES IF AVAILABLE

Financial Liability of RMOW if Contract is Cancelled: NONE

Copy of Insurance Submitted Yes _____ No

Renewal? Yes _____ No

Date to Corporate Officer for Execution: _____

Date Required: AS SOON AS POSSIBLE

Return Document To: ROB WHITTON, FIRE CHIEF

Sea To Sky Transit
System – Service Review
Report No. 10-118
File No. 527.8

Moved by Councillor R. Forsyth
Seconded by Councillor E. Zeidler

That Council direct staff to reduce net local costs by working with BC Transit and the District of Squamish to implement route optimization outlined in Option 1 (Squamish Connector) by January 1, 2011; and further,

That Council authorize funding the Squamish Connector service under the existing cost sharing agreement with the District of Squamish from January 1, 2011 through to the end of March 2011.

CARRIED

*8:15 p.m. Councillor Milner left the meeting.
8:17 p.m. Councillor Milner returned.
8:18 p.m. Mayor Melamed left the meeting.
8:20 p.m. Mayor Melamed returned*

Lost Lake Passivhaus
Renovation Status and
Budget Amendment
Report No. 10-119
File No. 7741

Moved by Councillor T. Thomson
Seconded by Councillor C. Quinlan

That Council amends the Five-Year Financial Plan 2010-2014 Bylaw No. 1950, 2010 to provide for renovations at Lost Lake PassivHaus as per Administrative Report to Council No. 10-119, in the amount of \$168,500, funded by General Fund Operating reserves.

Opposed: Councillor R. Forsyth, Councillor E. Zeidler

CARRIED

Outdoor Recreation
Concession License and
50% off Monday Night
Skiing
Report No. 10-120
File No. 7736

Moved by Councillor E. Zeidler
Seconded by Councillor G. Lamont

That the Mayor and Corporate Officer be authorized to execute the Outdoor Recreation Services Concession Agreement between the Resort Municipality of Whistler and The Lost Lake Cross Country Connection.

That Council eliminate free cross country skiing on Monday nights after 3p.m.; and instead implement 50% off cross country skiing rates on Monday nights after 3 p.m.

CARRIED

Sea to Sky Mutual Aid
Agreements
Report No. 10-124
File No. 4300

Moved by Councillor T. Milner
Seconded by Councillor R. Forsyth

That Council authorize the Mayor and Corporate Officer to sign mutual aid agreements with the Specified Area of the Squamish Lillooet Regional District (Garibaldi), the District of Squamish, and the Village of Pemberton.

CARRIED

REPORT | ADMINISTRATIVE REPORT TO COUNCIL

PRESENTED: November 16, 2010

REPORT: 10-124

FROM: Community Life

FILE: 4300

SUBJECT: SEA TO SKY MUTUAL AID AGREEMENTS

COMMENT/RECOMMENDATION FROM THE CHIEF ADMINISTRATIVE OFFICER:

That the recommendation of the Acting General Manager of Community Life be endorsed.

RECOMMENDATION

That Council authorize the Mayor and Corporate Officer to sign mutual aid agreements with the Specified Area of the Squamish Lillooet Regional District (Garibaldi), the District of Squamish, and the Village of Pemberton.

REFERENCE

Appendices: "A" – Garibaldi Mutual Aid Agreement
"B" – Village Of Pemberton Mutual Aid Agreement
"C" – District Of Squamish Mutual Aid Agreement

PURPOSE OF REPORT

To provide Council with the rationale for signing mutual aid agreements with our neighboring communities in order to improve emergency response in the event of incidents that may tax our local Fire Rescue resources.

DISCUSSION

Over the past number of years the Resort Municipality of Whistler, the Squamish Lillooet Regional District, the Village of Pemberton and the District of Squamish have entered into Mutual Aid Agreements to provide for additional Fire Services between their respective Fire Departments. The agreements in the past have been for a term of five years and they have currently surpassed their expiry date.

These new Mutual Aid Agreements remove the old 5 year time limit as they each have an opting out clause that can be exercised by any party at anytime.

These Agreements would allow each of the Fire Services to call on the other in the event that a fire or emergency event is of such magnitude that more equipment and/or personnel are needed to deal with the situation. There is no charge by either party in the event that assistance is provided.

WHISTLER 2020 ANALYSIS

TOWARD		
W2020 Strategy	Descriptions of success that resolution moves us toward	Comments
Partnerships	Partners support each other and live up to the agreements established within partnerships.	The RMOW, SLRD, District of Squamish and the Village of Pemberton have recognized and rely on the synergy of pooling resources during extreme events.
Health & Social	The resort community is safe for both visitors and residents, and is prepared for potentially unavoidable events.	The RMOW has access to a larger contingent of emergency staff/equipment without its taxpayers incurring the added expense.
Finance	The cost of maintaining the resort community is shared.	By partnering with our neighboring municipalities, the cost of providing sustained emergency response is shared.

AWAY FROM		
W2020 Strategy	Descriptions of success that resolution moves away from	Mitigation Strategies and Comments

POLICY CONSIDERATIONS

The provision of these Mutual Aid Agreements provides for a higher level of public safety by providing additional available resources for emergencies that occur in Whistler, the Specified Area served by the Garibaldi Fire Department, the Village of Pemberton and the District of Squamish.

BUDGET CONSIDERATIONS

There are no budget considerations as these Agreements are an amendment of pre-existing agreements.

SUMMARY

The renewal of the Mutual Aid Agreements will continue to allow for the availability of increased fire protection for the residents and guests of the Resort Municipality, the Specified Area of the S.L.R.D., covered by the Garibaldi Fire Department, the Village of Pemberton and the District of Squamish.

Respectfully submitted,

Rob Whitton, MA, CFO
 FIRE CHIEF
 for
 Bill Brown
 ACTING GENERAL MANAGER COMMUNITY LIFE