

## MUTUAL AID AGREEMENT

**DATED** for reference June 1, 2020

**BETWEEN THE PARTIES AS FOLLOWS:**

**THE DISTRICT OF SQUAMISH**, a municipality with offices at 37955 Second Avenue, Squamish, B.C.  
(the “**District**”)

**AND:**

**THE VILLAGE OF LIONS BAY**, a municipality with an address for notice of P.O. Box 141, 400 Centre Road, Lions Bay, B.C. V0N 2E0  
(“**Lions Bay**”)

**AND:**

**THE VILLAGE OF PEMBERTON**, a municipality with offices at 7400 Prospect Street, Pemberton, B.C.  
(“**Pemberton**”)

**AND:**

**THE RESORT MUNICIPALITY OF WHISTLER**, a municipality with offices at 4325 Blackcomb Way, Whistler, B.C.  
(“**Whistler**”)

**WHEREAS:**

- A. A state of emergency (the “**COVID-19 State of Emergency**”) was declared throughout the whole of the Province of British Columbia on March 18, 2020 in response to the COVID-19 pandemic;
- B. On March 26, 2020, as authorized under the *Emergency Program Act* (B.C.), the Minister of Public Safety and Solicitor General issued Ministerial Order No. M084, the Local Authorities and Essential Goods and Supplies (COVID-19) Order (the “**COVID-19 M084 Order**”);
- C. The COVID-19 M084 Order requires that local authorities use best efforts to enter into mutual aid agreements with neighbouring jurisdictions to ensure that first responder, waste water and drinking water services are maintained during the state of emergency regarding the COVID-19 pandemic;

- D. In accordance with the COVID-19 M084 Order, and to provide ongoing mutual aid during any period of public emergency, the Parties now wish to enter into an Agreement whereby each Party may provide resources to the other Party as required in connection with the provision of sanitary waste water and drinking water services;

**NOW THEREFORE**, in consideration of the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the District and Lions Bay, Pemberton and Whistler agree as follows:

## 1. INTERPRETATION

1.1 In this Agreement, unless the context requires otherwise:

- a) **“Emergency Resources”** means all persons, services, equipment and materials required in connection with sanitary waste water management and drinking water services that are owned or employed by, or in the control of, a Party;
- b) **“Municipal Representative”** means the senior municipal employee responsible for each Party’s public works sanitary waste water and drinking water services, and his or her delegate;
- c) **“Mutual Aid”** means assistance by providing, upon request, emergency resources to another Party outside the jurisdictional boundaries of the Party that provides the emergency resources;
- d) **“Party”** means a Party to this Agreement;
- e) **“Providing Party”** means a Party that provides Emergency Resources under this Agreement; and
- f) **“Receiving Party”** means a Party that receives Emergency Resources under this Agreement.

## 2. PROVISION OF MUTUAL AID

- 2.1 If a Party is unable, or reasonably believes that it will be unable, to provide adequate sanitary waste water management or drinking water services to its residents, it may request the required Emergency Resources from the other party. Such request will be submitted in writing to the other party’s Municipal Representative, and the requesting Party will provide such details as the other Party may require in connection therewith.
- 2.2 The Municipal Representative of the Party receiving the request for Emergency Resources under this Agreement will:
- a) determine, in his or her sole discretion, the availability of the requested

- Emergency Resources and the duration of such availability; and
- b) to the extent that the requested Emergency Resources are available, as determined by the Municipal Representative, provide the requested Emergency Resources to the requesting party.
- 2.3 For greater certainty, nothing in this Agreement will be deemed or construed to require a Party to provide any Emergency Resources, and in no event will any Party be liable for any failure or refusal to provide Emergency Resources to the other Party or for any loss or damages arising from such failure or refusal.
- 2.4 The Municipal Representative In Charge of Emergency Resources sent to assist in an emergency shall remain in charge of those resources and control and direct those resources in co - operation with the requesting Municipal Representative.
- 2.5 The Receiving Party is responsible for:
- a) complying with all WorkSafe B.C. requirements imposed on an Owner if the deployment is on land owned by the Receiving Party and on a prime contractor under the Workers Compensation Act;
  - b) implementing safe work procedures to protect the supplies, equipment, personnel, information and other resources provided by the Providing Party;
  - c) ensuring that any personnel from the Providing Party understand the safe work procedures required to undertake the works and tasks assigned by the Receiving Party; and
  - d) ensuring that all safety equipment and proper protective equipment is provided to personnel from the Providing Party and that safety measures are implemented to protect the health, safety and property of the Providing Party.
- 2.6 If a Providing Party supplies any specialized equipment as an Emergency Resource to a Receiving Party, that specialized equipment will be provided with an appropriate operator by the Providing Party to ensure adequate familiarity and certification to operate.
- 2.7 The Parties agree to consult on a regular basis through their Municipal Representatives on the best ways to achieve the optimum deployment of emergency resources to control or address emergencies.
- 2.8 The Parties agree to consult and share information regularly (no less than bi-annually) on resources and infrastructure of their respective sanitary waste water management or drinking water services.
- 2.9 Each Party shall maintain Workers' Compensation coverage and other required coverage for the personnel of its own local government.

### **3. PAYMENT FOR EMERGENCY RESOURCES**

- 3.1 A Receiving Party will pay for Emergency Resources on a cost-recovery basis. The Providing Party will invoice the Receiving Party for the cost of the Emergency Resources within 90 days following the provision of the Emergency Resources, and the Receiving Party will pay the invoiced amount to the Providing Party within 30 days following delivery of any invoice, notwithstanding that such costs may be recoverable from or by a third party.
- 3.2 For greater certainty, a Providing Party may only recover the actual cost of providing the Emergency Resources, including, without limitation, salaries of emergency personnel and out-of-pocket costs. No overhead or profit will be charged by any Providing Party to another Party.

### **4. WITHDRAWAL**

- 4.1 A Party may terminate this Agreement upon 30 days' written notice to the other Party or Parties.
- 4.2 Notwithstanding anything to the contrary contained in this Agreement, any obligations outstanding as of the date of expiry or earlier termination will survive the expiry or earlier termination of this Agreement.

### **5. INDEMNITY AND RELEASE**

- 5.1 Subject to section 5.3, each Party covenants and agrees that it will not initiate a legal claim or third party proceeding against the other party based on the provision of, or failure to provide, Emergency Resources, and hereby releases and discharges the other Party from all such claims. In any claim arising from the provision or failure to provide Emergency Resources, the Party who requested or received Emergency Resources will:
  - a) defend the action on behalf of itself and the other Party; and
  - b) indemnify and save harmless the other party from and against any and all losses, damages, demands, actions, suits, proceedings, claims, costs, expenses and other liabilities that may result or arise from or in connection with the provision or failure to provide Emergency Resources, by whomsoever made, claimed or brought.
- 5.2 The provisions contained in this section 5 will survive the termination or expiry of this Agreement and the withdrawal of any Party from the Agreement in accordance with section 4.
- 5.3 Any dispute arising respecting a Party's rights or obligations shall be subject initially to good faith negotiations by the Parties, and if unresolved, then referred to by the Parties to a mutually agreeable mediator, and if still unresolved be resolved by arbitration under the rules of the British

Columbia International Commercial Arbitration Centre and shall be administered in accordance with its "Procedures for Cases under the BCIAC Rules."

## **6. TERM**

- 6.1 The term of this Agreement will expire 5 years from the date referred to as the reference date on page 1, but may be extended by written mutual agreement of the Parties at any time before the termination date.

## **7. GENERAL**

- 7.1 Notices and other communications permitted or required to be given under this Agreement will be sufficiently given only if delivered personally (including by nationally recognized courier service with signature obtained upon delivery) or mailed or emailed to:

In the case of the District to:

The District of Squamish  
P.O. Box 310  
Squamish, B.C., V8B 0A3  
Attention: General Manager of Community Planning & Infrastructure  
Email: gbuxton@squamish.ca

And in the case of Lions Bay, to:

The Village of Lions Bay  
PO Box 141,  
400 Centre Road  
Lions Bay, B.C., V0N 2E0  
Attention: Public Works Manager  
Email: works@lionsbay.ca

And in the case of Pemberton, to:

The Village of Pemberton  
Box 100  
Pemberton, B.C., V0N 2L0  
Attention: CAO  
Email: ngilmore@pemberton.ca

And in the case of Whistler, to:

The Resort Municipality of Whistler  
4325 Blackcomb Way  
Whistler, B.C., V8E 0X5  
Attn: James Hallisey, General Manager of Infrastructure Services  
Email: jhallisey@whistler.ca

Notices will be deemed to have been received on the day of delivery, if delivered personally, on the fourth day after mailing, if mailed, or on the day of emailing, if emailed before 4:30 pm on a business day (and otherwise on the next business day).

- 7.2 This Agreement does not interfere with, replace or supersede any existing written agreements between the Parties hereto.
- 7.3 The Parties may execute this Agreement in counterparts, and each such counterpart may be delivered by email or facsimile transmission, and each such counterpart, howsoever delivered, will be deemed to be an original, and together all such counterparts will be deemed to constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

**THE DISTRICT OF SQUAMISH,**  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**THE VILLAGE OF LIONS BAY,**  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer

**THE VILLAGE OF PEMBERTON**  
by its authorized signatories:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chief Administrative Officer

**THE RESORT MUNICIPALITY OF WHISTLER**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Corporate Officer