

Attachment 2

GVRD Public Works Mutual Aid Agreement

Appendix A

WHEREAS the Parties desire to enter into an Agreement whereby Public Works resources can be deployed to assist any Party during an emergency.

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, unless the context otherwise requires,
 - a) “**emergency**” means any present or imminent calamity or sudden or violent disturbance that in the opinion of the City Engineer cannot be brought under control by the use of the available local resources and that requires prompt co-ordination of action or special regulation of persons or property to protect the health, safety or welfare of people, or to limit property damage;
 - b) “**emergency resources**” means all persons, services, equipment and materials held by, or directly available to, the Public Works Services of a Party;
 - c) “**City Engineer**” means, for each Party, the senior municipal employee responsible for the Public Works Services of that Party or his delegate.
2. The procedure to be followed in requesting and rendering aid under this Agreement shall be governed by the following principles, namely:
 - a) A City Engineer will attempt to fully utilize the emergency resources of his bordering Parties before requesting emergency resources from more distance Parties except where special equipment is not available from the bordering Parties.
 - b) Where a City Engineer determines that an emergency exists, he shall request emergency resources from the appropriate Party.
 - c) A City Engineer who receives a request for emergency resources from another Party may determine the extent of and duration for which the emergency resource are available and thereupon such emergency resources, if any are available, shall be dispatched and utilized to control the emergency; but nothing in this Agreement shall be construed to require a City Engineer to dispatch emergency resources.
 - d) The Person 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 City Engineer.
3. The Parties agree to consult on a regular basis through their City Engineer on the best ways to achieve the optimum deployment of emergency resources to control emergencies.
4. When a Party provides emergency resources:

- a) the Party providing emergency resources may, within sixty days after so doing, render to the Party that requested emergency resources a correct account of the cost of the service.
 - b) the Party that requested emergency resources shall pay the account within thirty days after receiving it.
 - c) Payment for emergency services would be on a cost recovery basis without overhead or profit.
5. Any Party may terminate its rights and responsibilities under this Agreement by giving to the City Clerk of the other Parties, thirty days notice in writing of its intention to do so.
 6. This Agreement is not intended to interfere with or supersede any existing written agreements between the parties.
 7. Subject to paragraph 8, each party to this Agreement covenants and agrees that it will not initiate legal action or third party proceedings against any other party to this Agreement, based on provision or failure to provide emergency resources. In any action arising from the provision or failure to provide emergency resources, the municipality where the incident requiring emergency resources occurred, shall (a) defend the action on behalf of itself and any other parties to this Agreement who are defendants in the action, and (b) indemnify and save harmless the other parties for liabilities which may result.
 8. Any claims as between the Parties to this Agreement arising out of gross or willful negligence in the provision or failure to provide emergency resources or any dispute arising respecting a Party's rights or obligations shall be referred to and finally 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". Provided the arbitrator in this procedure is satisfied that the dispute arises from gross or willful negligence, the arbitrator has jurisdiction to provide relief against the indemnity in paragraph 7 and may allocate responsibility among the Parties in whatever manner the arbitrator deems appropriate.

For the purpose of Sections 7 and 8, "Party" includes any employee, contractor or volunteer of the Party.

9. Notices or other communications under this Agreement shall be sufficiently given if delivered to a City Engineer personally or left at the City Engineer's office or mailed to the following:

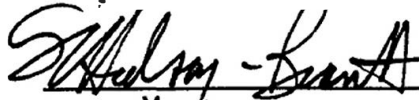
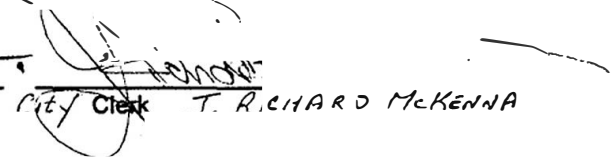
(List of Participating Agencies will be entered here as resolutions are received from Municipal Councils.)

IN WITNESS WHEREOF the Parties hereto have caused to be affixed their seals attested by the signatures of their respective officers duly authorized for such purpose.

The Corporate Seal of the Corporation of

CITY OF RICHMOND

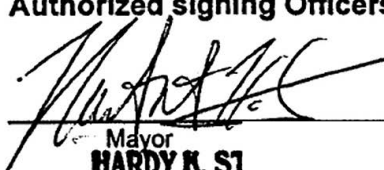

Authorized signing Officers



 Mayor **GREG Y. RANDT** City Clerk **T. RICHARD MCKENNA**

The Corporate Seal of the Corporation of

CITY OF WHITE ROCK

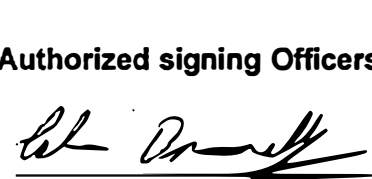
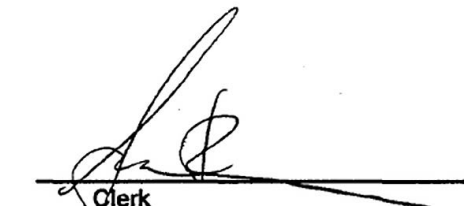
Authorized signing Officers



 Mayor **HARDY K. ST. MAYOR** Clerk **DIANE A. MIDDLER CITY CLERK**

The Corporate Seal of the Corporation of

CITY OF NEW WESTMINSTER

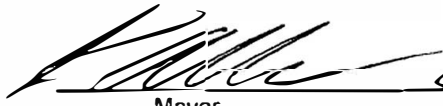
Authorized signing Officers



 Mayor **CALVIN DONNELLY ACTING MAYOR** Clerk **SUSAN BROWN CITY CLERK**

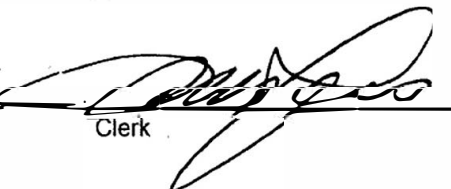
The Corporate Seal of the Corporation of

THE TOWNSHIP OF LANGLEY

Authorized signing Officers



Mayor




Clerk

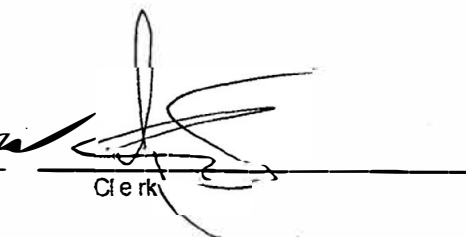
The Corporate Seal of the Corporation of

CITY OF VANCOUVER

Authorized signing Officers



Mayor

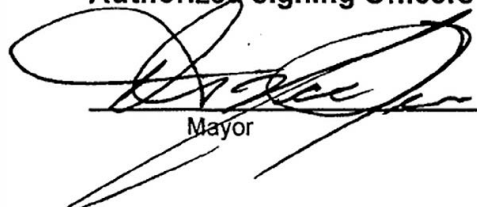


Clerk


The Corporate Seal of the Corporation of

DISTRICT OF PITT MEADOWS

Authorized signing Officers



Mayor

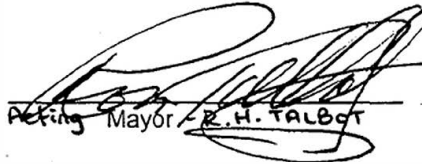



Clerk

The Corporate Seal of the Corporation of

City of Port Coquitlam

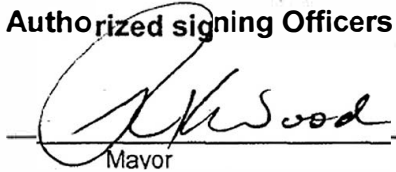
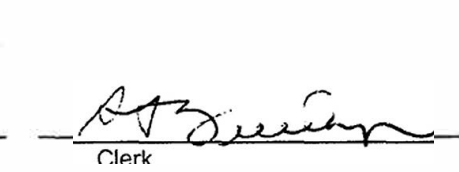
Authorized signing Officers

 
 Acting Mayor **R. H. TALBOT** Clerk **SUSAN RAUH, CMC, CITY CLERK**

The Corporate Seal of the Corporation of

THE DISTRICT OF WEST VANCOUVER

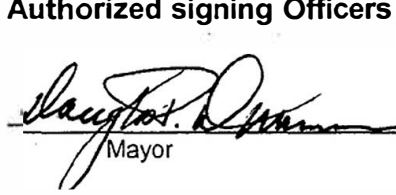
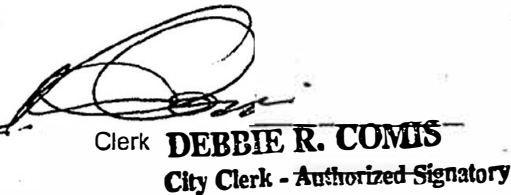
Authorized signing Officers

 
 Mavor Clerk

The Corporate Seal of the Corporation of

THE CITY OF BURNABY

Authorized signing Officers

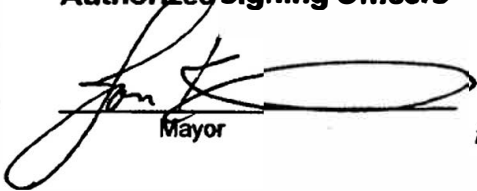

 
 Mayor Clerk **DEBBIE R. COMIS**
City Clerk - Authorized Signatory

**Public Works Mutual Aid Agreement
Lower Mainland Municipalities**

The Corporate Seal of the Corporation of

The City of Coquitlam

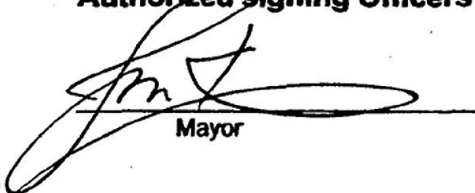
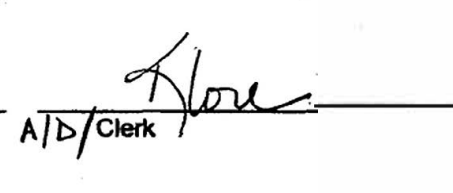
Authorized signing Officers

 Mayor  A/D Clerk

The Corporate Seal of the Corporation of

the City of Coquitlam



Authorized signing Officers

 Mayor  A/D Clerk

The Corporate Seal of the Corporation of

the City of Coquitlam

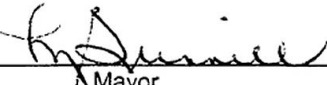

Authorized signing Officers

 Mayor  A/D Clerk

The Corporate Seal of the Corporation of

CITY OF LANGLEY

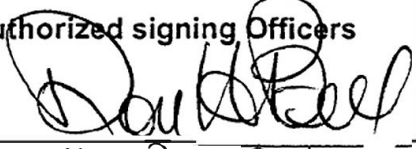
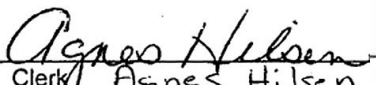
Authorized signing Officers

 
Mayor Clerk

The Corporate Seal of the Corporation of

DISTRICT OF NORTH VANCOUVER

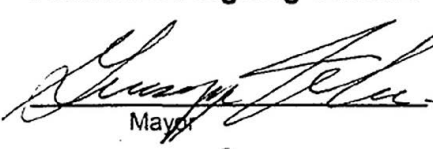
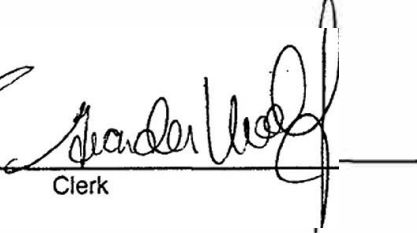
Authorized signing Officers

 
Mayor Don Bell Clerk Agnes Hilson

The Corporate Seal of the Corporation of

City of Port Moody

Authorized signing Officers

 
Mayor Clerk

The Corporate Seal of the Corporation of

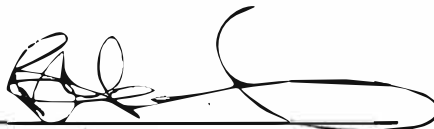
CITY OF NORTH VANCOUVER

Authorized signing Officers



Mayor

Barbara A. Sharp - Mayor



Clerk

Bruce Hawkshaw - Clerk

The Corporate Seal of the Corporation of

DISTRICT OF MAPLE RIDGE

Authorized signing Officers



Mayor

**KATHLEEN J. MORSE
MAYOR**

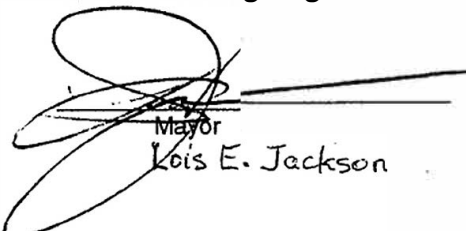
Clerk


**TERENCE E. FRYER
MUNICIPAL CLERK**

The Corporate Seal of the Corporation of

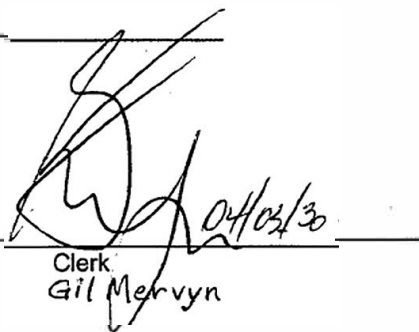
Delta

Authorized signing Officers



Mayor

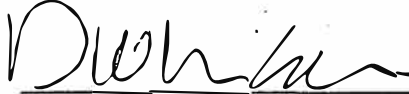

Lois E. Jackson


04/03/30
Clerk
Gil Mervyn

The Corporate Seal of the Corporation of

City of Surrey

Authorized signing Officers

 
Mayor Clerk

June 18, 2004

The Corporate Seal of the Corporation of

Authorized signing Officers

Mayor Clerk

The Corporate Seal of the Corporation of

Authorized signing Officers

Mayor Clerk