



CITY OF RICHMOND

REPORT TO COUNCIL

TO: Richmond City Council
FROM: Chuck Gale, P. Eng.
General Manager, Engineering & Public Works
RE: Public Works Mutual Aid Agreement

DATE: February 8, 2000
FILE: 0040-00

STAFF RECOMMENDATION

THAT the Mayor and Clerk be authorized to enter into a Mutual Aid Agreement, in the form attached to this report, with other participating Lower Mainland Municipalities.

Chuck Gale, P. Eng.
General Manager, Engineering & Public Works

STAFF REPORT

ORIGIN

In September of 1999, the Regional Engineers Advisory Committee, (REAC), received a recommendation from the Lower Mainland Operations Managers, regarding the establishment of a Public Works Mutual Aid Agreement. After consideration, REAC passed a resolution in support of the resolution as follows:

THAT REAC enter into the development of a Mutual Aid Agreement for Public Works Assistance,

AND THAT C. Gale co-ordinate the agreement for REAC members to take forward to their member Councils.

A copy of the proposed Mutual Aid agreement is attached as Appendix "A".

COMMENTARY

In the event that an individual municipality's public works resources are overwhelmed in an emergency response, this proposed agreement sets out a protocol, whereby any of the signatories to the agreement may call upon the resources of other municipalities. Some of the more significant elements of the agreement are:

- ❑ Local resources, including contractors, should be expended before seeking Mutual Aid.
- ❑ Payment for emergency services under the mutual aid agreement will be on a cost recovery basis, and will not include mark-ups for overhead or profit.
- ❑ Most specialized equipment will be provided with an operator, to ensure adequate familiarity and certification to operate.
- ❑ Resources will only be made available if they are not required by their primary jurisdiction.

Provision is made within the agreement, to settle any disputes arising from the use of this agreement, through arbitration.

There are no financial implications to a municipality for entering into this agreement. Financial obligations can only arise in the event a request is made for assistance.

SUMMARY

Staff support consideration of the recommended agreement as a means of ensuring cost effective support for emergency operations in times of need.

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

Authorized signing Officers

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Mayor	Clerk

The Corporate Seal of the Corporation of

Authorized signing Officers

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Mayor	Clerk

The Corporate Seal of the Corporation of

Authorized signing Officers

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Mayor	Clerk