

Annex C – Agreements

Disaster Mutual Aid Agreement



THE CORPORATION OF THE DISTRICT OF SAANICH

770 Vernon Avenue, Victoria, British Columbia V8X 2W7

Phone (250) 475-1775

Fax No. (250) 475-5440

CORPORATE SERVICES DEPARTMENT
Office of the Municipal Clerk

File: Emergency

November 21, 2000

Loranne Hilton, Deputy Clerk
District of Highlands
1980 Millstream Road
Victoria, BC V9B 6H1

Dear Ms. Hilton:

DISASTER MUTUAL AID AGREEMENT

Enclosed is the Disaster Mutual Aid Agreement which has been fully executed on behalf of all participating municipalities.

Thank you for your assistance in the processing of this agreement.

Yours very truly,

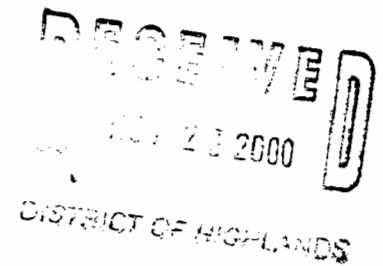
Carrie M. MacPhee,
Municipal Clerk

cw

Enclosure

cc: R. Cullis, Deputy Fire Chief

cc: Administrator
Emergency Coordinator



NOW THEREFORE the parties hereto covenant and agree with each other as follows:

1. In this Agreement:

“Disaster” means a calamity that

- a) is caused by accident, fire, explosion or technical failure or by the forces of nature, and
- b) has resulted in serious harm to the health, safety or welfare of people or in widespread damage to property;

“Emergency” means a present or imminent event that

- a) is caused by accident, fire, explosion or technical failure or by the forces of nature, and
- b) requires prompt coordination of action or special regulation of persons or property to protect the health , safety or welfare of people or to limit damage to property;

“Local Authority” means

- a) for a municipality, the municipal council;

“Providing Municipality” means a party receiving a request for assistance under this Agreement;

“Requesting Municipality” means a party requesting assistance under this Agreement;

“Resources” means employees of the Providing Municipality, members of any volunteer Emergency Program of the Providing Municipality and equipment, supplies and other property owned by the Providing Municipality.

2. Whenever any party is in need of assistance to combat an emergency or disaster, it may request assistance from one or more of the other parties and the party or parties receiving the request shall subject to the conditions hereinafter set forth, provide the assistance requested.
3. Requests for assistance shall be made by the Mayor of the Requesting Municipality and shall be made to the Mayor of the Providing Municipality.
4. Subject to Section 5, all resources of the Providing Municipality which may be used to combat an emergency or disaster, may be made available to the Requesting Municipality.
5. The extent of the assistance given will be at the discretion of the Providing Municipality having due regard for its own need for the resources at the time of the request.
6. The Providing Municipality shall be responsible for any costs incurred in connection with the gathering, movement and deployment of resources to the Requesting Municipality.

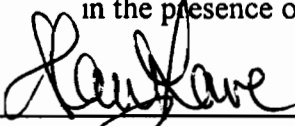
7. A Requesting Municipality shall pay to the Providing Municipality:
 - a) Salaries, wages and other employment expenses of employees or members of volunteer emergency programs, if such volunteers are entitled to compensation under their arrangements with the Providing Municipality for the time spent by such persons combating the emergency or disaster in the Requesting Municipality.
 - b) Market value of supplies, provisions or other property which is consumed or otherwise not returnable to the Providing municipality.
8. Following the cessation of the emergency or disaster, the Providing Municipality shall submit a bill to the Requesting Municipality for payment pursuant to Paragraph 7 and the Requesting Municipality shall make payment within thirty (30) days of receipt.
9. The Requesting Municipality shall be responsible for the operating costs of equipment provided, including repair costs while in its possession, but shall not be required to pay rent or any other charge to the Providing Municipality for the use of the equipment.
10. The Requesting Municipality will assume direction and control over resources provided under this Agreement as soon as the resources arrive in the Requesting Municipality.
11. Equipment provided to a Requesting Municipality shall be returned in the same working condition as when it was accepted as soon as it is no longer needed to combat the emergency or disaster; equipment shall be deemed to be provided in good working order unless otherwise noted by the Requesting Municipality at the time of acceptance.
12.
 - a) Each party hereto shall within three months of the date of this Agreement compile a list of their major equipment resources and distribute a copy of the list to each other party.
 - b) Each party shall revise it's list by not later than the second anniversary of the date of this agreement and every two years thereafter for the duration of this Agreement. Each party shall distribute a copy of it's revised list to each other party.
13. When resources are provided by a Providing Municipality to a Requesting Municipality pursuant to this Agreement, the Requesting Municipality shall indemnify the Providing Municipality against any claims for damages brought against the Providing Municipality by reason of the negligence of its employees or members of its volunteer program acting in the course of their duties pursuant to this Agreement.
14. No party to this Agreement shall be liable for damages to another party nor to the owner of property within the municipal limits of the other party for failing to respond to a request for assistance under this Agreement or for failing to render adequate assistance.

15. Any one of the parties hereto may withdraw from this Agreement by giving thirty (30) days written notice to the other parties following which the Agreement shall continue in force between the remaining parties.

16. This Agreement shall come into effect as soon as it has been executed by all parties hereto. IN WITNESS WHEREOF the respective Corporate Seals of the parties hereto was hereunto affixed in the presence of its proper authorized officers:

THE SEAL OF THE CORPORATION
OF THE CITY OF VICTORIA
was hereunto affixed on the

28 day of SEPTEMBER 2000,
in the presence of:



Mayor

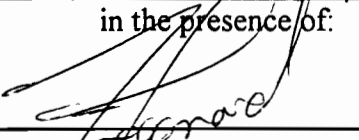


Clerk

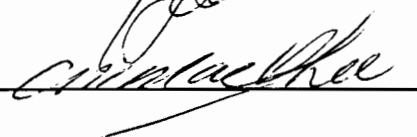
(seal)

THE SEAL OF THE CORPORATION
OF THE DISTRICT OF SAANICH
was hereunto affixed on the

21st day of NOVEMBER 2000,
in the presence of:



Mayor



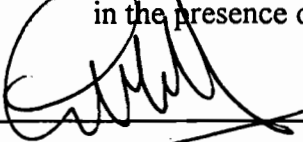
Clerk

(seal)

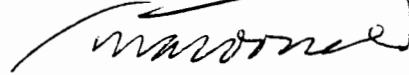
THE SEAL OF THE CORPORATION
OF THE DISTRICT OF OAK BAY
was hereunto affixed on the

25 day of Sept. 2000,

in the presence of:



Mayor



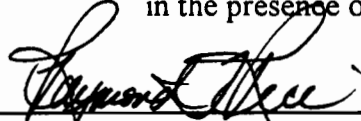
Clerk

(seal)

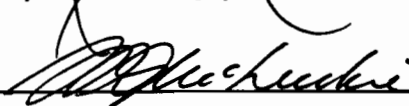
THE SEAL OF THE CORPORATION
OF THE TOWNSHIP OF ESQUIMALT
was hereunto affixed on the

10 day of October 2000,

in the presence of:



Mayor



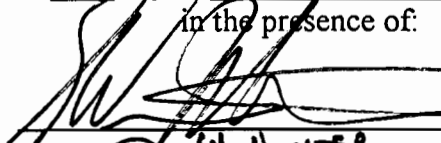
Clerk

(seal)


THE SEAL OF THE CORPORATION
OF THE DISTRICT OF CENTAL SAANICH
was hereunto affixed on the

^{14th} day of October 2000,

in the presence of:



Mayor



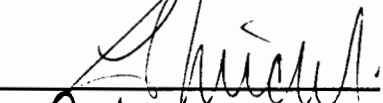
Clerk

G.C. NASM

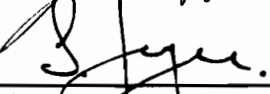
(seal)

THE SEAL OF THE DISTRICT
OF NORTH SAANICH
was hereunto affixed on the

22nd day of SEPTEMBER 2000,
in the presence of:



Mayor

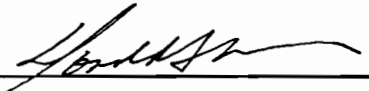


Sandy Joyce, Municipal Clerk
District of North Saanich

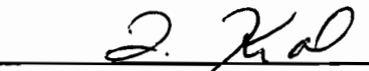
(seal)

THE SEAL OF
TOWN OF SIDNEY
was hereunto affixed on the

5th day of October 2000,
in the presence of:



Mayor




Clerk

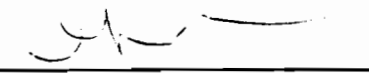
(seal)

THE SEAL OF
THE DISTRICT OF METCHOSIN
was hereunto affixed on the

16th day of October 2000,
in the presence of:



Mayor



Clerk

(seal)

THE SEAL OF
TOWN OF VIEW ROYAL
was hereunto affixed on the

26th day of SEPTEMBER 2000,
in the presence of:

[Signature] Mayor
[Signature] Clerk

(seal)

THE SEAL OF
CITY OF COLWOOD
was hereunto affixed on the

17th day of October 2000,
in the presence of:

[Signature] Mayor
[Signature] Clerk

(seal)

THE SEAL OF
DISTRICT OF LANGFORD
was hereunto affixed on the

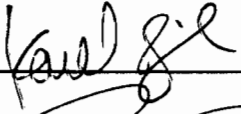
23 day of October 2000,
in the presence of:

[Signature] Mayor
[Signature] Clerk

(seal)

THE SEAL OF
DISTRICT OF HIGHLANDS
was hereunto affixed on the

2nd day of OCTOBER 2000,
in the presence of:

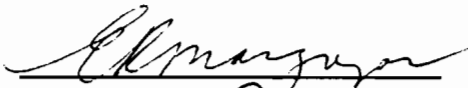
 Mayor

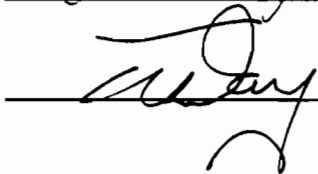
 Clerk

(seal)

THE SEAL OF
DISTRICT OF SOOKE
was hereunto affixed on the

14th day of November 2000,
in the presence of:

 Mayor

 Clerk

(seal)

Snow-Clearing Agreement

Accord between neighbouring Greater Victoria Public Works Departments when dealing with major snow incidents

Participating Public Works Departments:

Central Saanich, City of Victoria, Esquimalt, Highlands, Oak Bay, Saanich, View Royal.

1. Priority based approach

Each jurisdiction recognizes the principle of clearing snow and ice based on the priority of (see Greater Victoria Snow Clearing Priority Map):

- i. Emergency Routes, which could include major, collector and transit routes.
- ii. Major Routes, which could include transit routes.
- iii. Collector Routes, which could include transit routes.
- iv. Transit Routes (not mandatory, unless designated as a snow clearing route).

Each jurisdiction is responsible for clearing its own roads, but that priority, cross jurisdictional transportation corridors be completed first.

2. Crossing Municipal boundaries

When clearing snow, each jurisdiction, where applicable, will plough into neighbouring Municipalities. As a general rule, the limit of intrusion will be the next identified emergency, major, collector and/or transit route that makes a logical return route.

3. Sharing of Municipal resources

Municipalities that have completed snow clearing operations or who have such equipment available, will contact neighbouring jurisdictions and offer the use of the equipment. It is understood that the lending jurisdiction has the absolute and immediate right to acquire the equipment back.

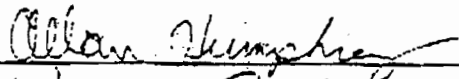
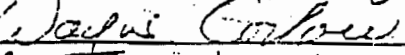


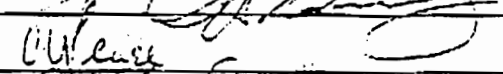
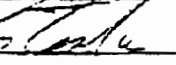

4. Sharing of private sector resources

Wherever possible privately supplied equipment will be shared as it becomes available.

5. Maintaining communications

In major snow events communications will be required between Local government jurisdictions and will include outside agencies such as B.C. Ambulance, B.C. Transit, MOTH contractor, UVic, and Camosun.

Signatures of participants:

Central Saanich	
City of Victoria	
Esquimalt	
Highlands	
Oak Bay	
Saanich	
View Royal	

Date: 1997:09:09

cc: Members of Council

Vic. Contracting +
Mun. Maintenance

Legend

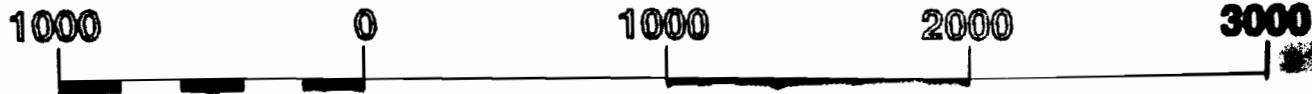
Emergency Route 

Highway 

Major Route 

Collector Road 

Transit Route 



HIGHLANDS

major route

Munn Road

Prospect Lake

collector road

Munn Road

Road

Interurban

RE
DIS
CA

Rd

West

Saanic