

Re: By-Law No. 6570: Burnaby Reciprocal Fire Fighting Agreement Authorization By-Law 1974 (Reciprocal Agreement Between Burnaby and New Westminster)

For many years, the Burnaby and New Westminster Fire Departments have provided one another with assistance in situations where additional manpower and equipment have been required for the fighting of major fires. Although this has been a mutually beneficial policy, it has never been formally ratified by the respective Councils.

The Burnaby Fire Department, under the existing tacit agreement, has provided New Westminster with assistance on four occasions during the past eight years. Although Burnaby has not sought reciprocal assistance during this period, the increasing number of high rise developments and large commercial and warehouse complexes suggest that such assistance could be required by this Municipality in the future.

It has been established that the Municipality is adequately protected with Public Liability Insurance when firefighters and equipment are deployed on assignment in the New Westminster jurisdiction.

The proposed Reciprocal Fire Fighting Agreement Authorization By-Law, which was adopted by the New Westminster Council on September 23, 1974, is attached.

RECOMMENDATION:

THAT By-Law No. 6570, Burnaby Reciprocal Fire Fighting Agreement Authorization By-Law 1974, be brought forward.

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MANAGER'S REPORT NO. 76
COUNCIL MEETING Nov. 18/74

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 6570

A BY-LAW to authorize the entering into of an agreement with the CORPORATION OF THE CITY OF NEW WESTMINSTER.

The Council of The Corporation of the District of Burnaby ENACTS as follows:

1. This By-Law may be cited as "BURNABY RECIPROCAL FIRE FIGHTING AGREEMENT AUTHORIZATION BY-LAW 1974".
2. The Council is hereby authorized and empowered to enter into an agreement for reciprocal fire fighting assistance upon the terms, covenants and conditions more particularly set forth in the form of agreement hereunto attached and marked Schedule "A".
3. The Mayor and Clerk are hereby authorized and empowered to execute the said agreement, signing the same and affixing the Corporate Seal thereto.

Read a first time this day of 1974.
 Read a second time this day of 1974.
 Read a third time this day of 1974.
 Reconsidered and adopted by an affirmative vote of at least
 two-thirds of all members of the Council this day of
 1974.

M A Y O R

CERTIFIED A TRUE COPY THIS
DAY OF 1974.

C L E R K

CLERK

SCHEDULE "A"

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THIS AGREEMENT made the _____ day of _____ A.D. 1974.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,
a municipal corporation having its offices at
4949 Canada Way, in the Municipality of
Burnaby, Province of British Columbia

(hereinafter called the "District")

OF THE FIRST PART

A N D:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER,
a municipal corporation having its offices at
511 Royal Avenue, in the City of
New Westminster, Province of British Columbia

(hereinafter called the "City")

OF THE SECOND PART

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. Upon either party's Fire Chief requesting the assistance of the other party's Fire Department to attend a fire occurring in its jurisdictional area, the Fire Chief receiving such request shall determine the extent and duration of the assistance required and available in the form of fire fighting men and equipment and thereupon such assistance shall be dispatched and utilized in the extinguishment of the fire.
2. During the continuance of this Agreement each party will:-
 - (a) On a regular basis consult with one another through their respective Fire Chiefs and other fire personnel on the best ways to achieve the objects of this Agreement, namely, the more efficient extinguishment of fires.
 - (b) Ensure that any personnel of a Fire Department fighting a fire not in their own jurisdiction will, through their respective officers, observe and conform to the By-laws and regulations of the municipality in which they are attending the fire and when so acting shall exercise all reasonable skill and effort to support the fire fighting efforts of the Fire Department they have been called to assist; whether or not members of the assisted Fire Department are themselves in actual attendance at the fire.

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(c) Keep and render to the other party a correct account of men and equipment attending or employed in and about fighting any fire to which this Agreement applies covering all services done and losses incurred in and about the fighting of the fire and the other party shall upon receipt of such itemized accounts pay over the amount disclosed thereby according to Schedule "A" to this Agreement.

3. Either party may terminate this Agreement by giving to the other three months notice in writing of its desire so to do.

4. Either party will forthwith notify the other of any Agreement similar in effect to this Agreement entered into by either of them with other municipalities.

5. Each party requesting or accepting assistance under this Agreement shall be responsible for and indemnify the other from and against all claims, demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to any action taken or thing done or maintained by virtue or in consequence thereof and all such claims, demands, suits or actions shall be recoverable as a debt due to it from the other party.

6. Neither party to this Agreement shall be responsible for or in any way liable with respect to any claims, demands, loss, costs, damages, actions, suits or other proceedings arising from or through the willful act or negligence of the other party, its agents, servants or employees.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be hereunto affixed by the proper officers in that behalf as of the day and year first above written.

THE CORPORATE SEAL of the CORPORATION OF THE DISTRICT OF BURNABY was hereunto affixed in the presence of:

MAYOR

CLERK