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MANAGER'S REPORT NO.	54
COUNCIL MEETING	1980 09 02

RE: AGREEMENT WITH THE REAL ESTATE BOARD OF GREATER VANCOUVER FOR
PROVISION OF CERTAIN INFORMATION

RECOMMENDATION:

1. THAT Council authorize the execution of the renewal agreement between the Corporation and the Real Estate Board of Greater Vancouver for a further term of one year.

REPORT

In 1979, the Corporation was requested by the Real Estate Board of Greater Vancouver to provide certain non-confidential data that is stored on the Corporation's property tax computer files. Council approved the request and the attached agreement dated 1979 May 28 was subsequently executed. The same kind of agreement has been advanced for renewal at this time.

The Board for a number of years provided its members with information on properties in the City of Vancouver. This included legal descriptions, lot sizes, use codes, assessed value and other related information. In January, 1977, the Board acquired its own computer to better serve real estate firms doing business in the City of Vancouver. Although Burnaby and Vancouver are now the only municipalities that provide input for the Board's computerized data base, there are indications that other municipalities will be doing so in the future.

It is difficult to quantify the benefits to the Corporation, but there is no doubt that fewer inquiries have been received by staff since the first agreement became effective last year.

The Municipal Treasurer has no objection to an extension of the agreement for a further term of one year. The Municipal Solicitor advises that he considers the Corporation to be adequately protected from liability by this form of agreement.

* * * * *

THIS AGREEMENT made this 28th day of May, 1979.

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BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,
4949 Canada Way, in the Municipality of
Burnaby, in the Province of British Columbia,

(hereinafter called "Burnaby")

OF THE FIRST PART

AND:

REAL ESTATE BOARD OF GREATER VANCOUVER,
a Society duly incorporated under the laws
of the Province of British Columbia, with
offices at 1101 West Broadway, in the City
of Vancouver, Province of British Columbia

(hereinafter called the "Board")

OF THE SECOND PART

WHEREAS Burnaby has a real property tax computer file
which contains a variety of information in respect of each assessed
parcel of land in Burnaby.

AND WHEREAS the Board has requested that Burnaby provide
the Board with certain items of information stored on Burnaby's real
property tax computer file.

AND WHEREAS the parties have agreed to the provision
of certain information on a trial basis upon the terms and conditions
hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1. Burnaby agrees to provide to the Board on computer tape
the following data for each assessed parcel of property in Burnaby:

- (a) Property address and additional property address;
- (b) Co-ordinate (British Columbia Assessment Authority
roll number);
- (c) Legal description and additional legal description;
- (d) Lot code and size;
- (e) Actual use code;
- (f) Zoning code; and
- (g) British Columbia Assessment Authority actual

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2. The Board covenants and agrees that it will up-date its files from the computer tape within two (2) weeks after the receipt of each tape, and further agrees that such up-dating will be done quarterly on dates specified by Burnaby.

3. The Board further covenants that the use of any data supplied by Burnaby pursuant to this agreement will be limited and restricted to responding to requests from Board members for information or for statistical analysis or tabulations, but under no circumstances shall it be used by the Board or its members for obtaining addresses for soliciting or mailing purposes of any kind whatsoever.

4. The Board hereby covenants that the information set out in clause (1) hereof will be made available to its members at all reasonable times without charge, and it will encourage its members to obtain all necessary information from the Board rather than from Burnaby.

5. It is further understood and agreed that the Board will pay to Burnaby all costs incurred by Burnaby in transferring this data and that the Board will pay as and when invoiced by Burnaby. These costs shall include all staff and computer costs as well as a nominal service charge. IT IS FURTHER AGREED that the Board will provide Burnaby with the computer tapes to enable Burnaby to copy the information from Burnaby's files.

6. It is mutually understood and agreed that Burnaby shall not be liable for any claim whatsoever, whether arising through negligence of Burnaby, its servants or agents, or otherwise resulting from incorrect information supplied to the Board, and the Board hereby agrees to indemnify Burnaby, its servants or agents from any claims or damages arising from incorrect information supplied by the Board to third parties.

7. As partial consideration for the foregoing, the Board shall provide membership to a Burnaby nominee in the Board and the cost of such membership shall be set off against charges levied pursuant to paragraph 5 hereof. The Board further agrees that it will, upon request, give to Burnaby any studies or printed information prepared by the Board from information wholly or partially supplied by Burnaby.

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8. The Board further agrees that it will, upon request of Burnaby, carry out any computer analysis or provide any data from the Board's computer facilities, and Burnaby undertakes and agrees to pay the agreed cost of such service.

9. The term of this agreement shall be for one (1) year from the date hereof, but may be extended by mutual consent, PROVIDED HOWEVER that if in Burnaby's opinion the Board is in violation of any of the terms and conditions of this agreement, Burnaby may give notice of termination, whereupon all the terms and conditions set out herein shall be at an end, save and except for the obligations of the Board to indemnify Burnaby as set out in Paragraph 6.

IN WITNESS WHEREOF the parties hereto have caused their seals to be affixed in the presence of their duly authorized officers in that behalf on 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:

[Signature]
MAYOR

James Hudson
CLERK

THE COMMON SEAL OF REAL ESTATE BOARD OF GREATER VANCOUVER WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

[Signature]
[Signature]