

FIRE DISPATCH SERVICES AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2019.

BETWEEN: **Penelakut First Nation**, a band within the meaning of the *Indian Act*, and having a band office at:
P.O. Box 360,
Chemainus, British Columbia V9G 1M5
(*Hereinafter called "PFN"*)

OF THE FIRST PART

AND: The **Cowichan Valley Regional District** having offices at:
175 Ingram Street
Duncan, British Columbia V9L 1N8
(*Hereinafter called the "CVRD"*)

OF THE SECOND PART

WHEREAS Penelakut First Nation wishes the CVRD to provide fire dispatch services to the Penelakut Island Fire Department and First Responder Group, which provides fire suppression services and medical first responder service to owners and occupiers of property situated upon PFN lands herein defined and the CVRD has agreed on the terms and conditions hereinafter set out.

NOW THEREFORE in consideration of the covenants herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree each with the other as follows:

1. **DEFINITIONS**

In this agreement, unless the context otherwise requires:

- (a) "Reserve" means Penelakut First Nation Indian Reserve 7;
- (b) "Fire Dispatch Services" means fire call answering, fire department alerting (paging), incident management (dispatch) and operational radio communications.
- (c) "Year" means a calendar year; and
- (d) "Residential Unit" means a residential dwelling, whether or not occupied, of not more than one family, and shall include buildings used in connection with the dwelling and the land within fifty meters of the dwelling.

2. **SERVICE**

The CVRD agrees to provide fire dispatch services to the Penelakut Island Fire Department including operational radio channels, fire dispatch services and telco interconnect backup circuits.

3. **ACCESS TO FIRE HALL**

The PFN will ensure that access is given to CVRD staff, contractors and agents of contractors to access the fire hall where the backup dispatch equipment is located.

4. **24 HOUR AVAILABILITY**

The fire dispatch services shall be provided by the CVRD on a 24-hour basis with dispatch located at Nanaimo Firecomm.

5. **POPULATION REPORTING**

The CVRD will use the most current Census data to determine the total population of Penelakut Island.

6. **FEE FOR SERVICES**

1. In consideration and payment for the services to be rendered as provided for herein, the PFN agrees to pay to the CVRD the sum hereinafter described:

Fire Dispatch Service Fee

The CVRD region wide requisition for Fire Dispatch Services Divided by total population of the CVRD by most current Census

X

The total population of Penelakut Island by most current Census

PLUS

- a. All start-up capital costs related to fire dispatch services = *
- b. The PFN portion of any future PFN capital costs required to operate the fire dispatch services = *

***The total of these amounts will be the fee for fire dispatch services and radio system access in support of fire dispatch.**

2. The payment of fees for services in each year that this agreement is in effect will be due and payable on or before August 1. Interest at prime plus one percent will be added at the beginning of each month that the payment is in arrears.

7. **INDEMNIFICATION**

The PFN shall release, discharge, indemnify and save harmless the CVRD from and against any claims, causes of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of the provision of the Services by the CVRD except those which arise out of the negligent acts or omissions of the CVRD, its officers, directors, employees, volunteers or contractors.

8. **MEETING**

Representatives from the CVRD and PFN will meet at least once a year prior to the approval of the annual CVRD budget to discuss matters of mutual concern.

9. **TERM**

This agreement shall be in effect for a term of five (5) years, commencing on the date of the last signature of the parties and expiring on December 31, 2023 unless otherwise terminated as provided for herein.

10. **TERMINATION**

Termination of this agreement may be attained by either party giving notice, in writing, at least six (6) months prior to the end of any year that this agreement is in force and effect that the agreement shall terminate at the end of that year.

12. **ASSIGNMENT**

This agreement shall not be assigned by any of the parties hereto except with the prior written consent of the others which consent shall not be unreasonably withheld.

13. **CARE**

This agreement shall not be construed so as to create any greater standard of care or liability on the part of the CVRD in respect of the supplying of fire dispatch services to the PFN than that which applies to the supply of such services to the owners and occupants in the CVRD.

14. **INTERPRETATION**

Nothing in this agreement shall be interpreted as creating an agency, partnership or joint venture amongst or between the parties hereto.

15. **BINDING EFFECT**

This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees.

16. **WAIVER**

The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

17. SEVERABILITY

If any section, subsection, sentence, paragraph, or schedule forming part of this agreement is for any reason held to be invalid by the decision of any Court of competent jurisdiction, the section, subsection, paragraph, or schedule may be severed from the agreement without affecting the validity of the agreement or any portion of the agreement or remaining schedules

18. LANGUAGE

Whenever the singular, masculine and neutral are used throughout this agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

19. CUMULATIVE REMEDIES

No remedy under this agreement is to be deemed exclusive but will, where possible be cumulative with all other remedies at law or in equity.

20. LAW APPLICABLE

This agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

21. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties in regards to fire dispatch services, and supersedes all previous or collateral understandings, representations, undertakings, statements or other agreements.

THE CORPORATE SEAL OF THE
COWICHAN VALLEY REGIONAL DISTRICT
was hereto affixed in the presence of the
Authorized Signatories of the CVRD

(SEAL)

Certified by a quorum of the Penelakut First Nation Council))
at Penelakut, British Columbia)
on the _____ day of _____, 2019.)

Mark Sr. Brown, Councillor

Sharon Cross, Councillor

Pam Jack, Councillor

Freddy Jr. Mitchell, Councillor

Page 5 of 5