



BYLAW NO. 566

A BYLAW TO AUTHORIZE ENTERING INTO AN AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES ON CORTES ISLAND

WHEREAS the former Comox-Strathcona Regional District has, by Bylaw No. 1263, established a service to provide fire protection services for a portion of Cortes Island;

AND WHEREAS a bylaw of the former Comox-Strathcona Regional District that applies within all or part of the area comprising the Strathcona Regional District remains in force as a bylaw of the Strathcona Regional District until amended or repealed;

AND WHEREAS the Strathcona Regional District may, pursuant to the *Local Government Act*, make agreements respecting the undertaking, provision and operation of a service;

AND WHEREAS the Strathcona Regional District wishes to enter into an agreement with the Klahoose First Nation for the provision of the aforesaid fire protection service;

NOW THEREFORE the Board of Directors of the Strathcona Regional District, in open meeting assembled, enacts as follows:

Agreement Authorized

1. The Regional District may enter into an agreement with the Klahoose First Nation for the provision of fire protection services under specified circumstances.

Form and Substance

2. The agreement authorized in section 1 shall be substantially as set out in Appendix 'A', attached to and forming part of this bylaw.

Authority to Execute

3. The Chair and Corporate Officer shall have full authority to execute the agreement and such further documents as may be necessary to give effect to the agreement following adoption of this bylaw.

Citation

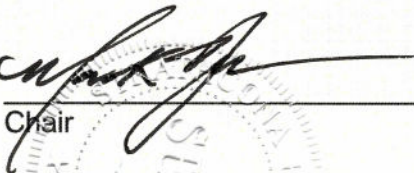
4. This bylaw may be cited for all purposes as Bylaw No. 566, being Klahoose First Nation Fire Protection Agreement Authorization Bylaw 2024.

READ A FIRST TIME ON THE 26TH DAY OF JUNE, 2024


READ A SECOND TIME ON THE 26TH DAY OF JUNE, 2024

READ A THIRD TIME ON THE 26TH DAY OF JUNE, 2024

RECONSIDERED, FINALLY PASSED AND ADOPTED ON THE 26TH DAY OF JUNE, 2024



Chair



Corporate Officer



Appendix 'A'

KLAHOOSE FIRST NATION FIRE PROTECTION AGREEMENT

THIS AGREEMENT made the _____ day of _____, 2024.

BETWEEN:

STRATHCONA REGIONAL DISTRICT, a Regional District having an office at #301 – 990 Cedar Street, Campbell River, BC V9W 7Z8

(the "Regional District")

OF THE FIRST PART

AND:

KLAHOOSE FIRST NATION, a First Nation Band having an office at PO Box 9, 1790 Tork Rd, Squirrel Cove, Cortes Island, British Columbia, VOP ITO, and includes all properties identified as Klahoose First Nation reserve properties located on Cortes Island

("Klahoose")

OF THE SECOND PART

WHEREAS:

- A. The Regional District is empowered by Bylaw No. 1263, being "South Cortes Island Fire Protection Services and Facilities Local Service Area Establishment Bylaw, 1990" and the Local Government Act, R.S.B.C. as amended, to provide firefighting, fire suppression and fire prevention services (the Services) to properties located on Cortes Island;
- B. Klahoose wishes to engage the Regional District to provide the Services to Tork Indian Reserve No. 7 at Squirrel Cove (the "Reserve"); AND
- C. The Regional District agrees to provide the Services to Klahoose.

NOW THEREFORE in consideration of the covenants herein contained and other good and valuable consideration, the Regional District and Klahoose covenant and agree as follows:

PROVISION OF SERVICES

- 1. a) The Regional District shall provide the Services for the benefit of Klahoose for a Term (the "Term") of Five (5) years, commencing on the 1st day of June, 2024 and ending on the 31st day of May, 2029.
b) The parties shall meet on a semi-annual basis to ensure the scope and delivery of the Service is meeting the operational needs of both parties.
- 2. The Regional District shall provide the Services in accordance with the terms and conditions set out in Schedule 'A'.

ACCOUNTING RECORDS

3. a) Klahoose shall:
 - i) maintain, at all times, accurate records for the number of residences and other structures located at Klahoose;
 - ii) advise the Regional District as soon as a residence or other structure is added to or deleted from the inventory list of all structures at Klahoose; and
 - iii) pay to the Regional District within 30 days of receipt, all invoices associated with the Service.
- b) The Regional District shall:
 - i) maintain, at all times, accurate books, records and accounts for the Service, including operational and financial reports associated specifically to Klahoose;
 - ii) base the annual fixed and any supplementary invoices on the number of residences and other structures at Klahoose;
 - iii) issue an annual invoice in April of each year; and
 - iv) generally do and perform, and contract for, all services and things necessary for the proper and efficient provision and operation of the Service.
- c) Both Parties shall:
 - i) meet on a semi-annual basis, in March and October of each year, to discuss how the Service is running;
 - ii) address any issues and concerns identified in the semi-annual meetings within 30 days; and
 - iii) explore ways in which the Service could be improved.
- d) Both Parties agree that:
 - i) on the date of signing this agreement the number of residences at Klahoose is 38, the number of other buildings is 15;
 - ii) the number of residences and other structures on the Reserve may increase or decrease, however due to a fixed rate agreement, the amount payable annually will not be renegotiated until the end of this 5-year term (March 31, 2029). If the Province of BC enacts it's new Fire Safety Act, both parties agree to reinvestigate the suitability of the contract at that time.
 - iii) in the event that Klahoose fails to pay the annual invoice by April 30th in any year during the Term, the Regional District may terminate this Agreement upon 30 days written notice to Klahoose.

COMPENSATION

4. In exchange for the Service, Klahoose will pay to the Regional District \$16,000 per year.

KLAHOOSE COVENANTS

5. Klahoose covenants and agrees to do the following:
 - a) grant the Regional District and its contractor access to the lands at Klahoose in order to provide the Services detailed in this agreement;
 - b) provide the Regional District with a map of Klahoose showing the location of roads, hydrants, standpipes, and buildings situated thereon;
 - c) maintain all fire hydrants and standpipes at Klahoose in good working condition;
 - d) supply and install, at Klahoose's expense and as soon as reasonably possible, any additional fire hydrants and stand pipes or water lines as may be reasonably be recommended by the Cortes Island Fire Chief;
 - e) supply and install smoke detectors and household fire extinguishers in all residences within the Reserve; however the Regional District recognizes that Klahoose cannot guarantee that residences do not alter or remove such items.
 - f) assist with the removal of any Klahoose member who may be impeding or obstructing the Cortes Island Fire Department personnel, members or representatives from carrying out their duties associated with this agreement; AND
 - g) designate a Klahoose member or staff member to be the Klahoose Fire Officer, who shall be the prime contact for the Cortes Island Fire Department;

CONTROL

6. The Cortes Island Fire Department firefighting personnel, materials and equipment shall at all times be under the sole control and direction of the Cortes Island Fire Department.

TESTING

7. The Regional District and/or their agents shall at all reasonable times, have the right to test fire hydrants and standpipes located at Klahoose, and will provide 48 hours written notice via email to the assigned Klahoose Fire Officer of such;

ASSISTANCE

8. If the Cortes Island Fire Department or the Regional District considers that assistance from the Province of British Columbia is required in any matter, the Regional District will contact the Province to request its assistance. The Regional District shall not be liable nor responsible for any costs relating to assistance provided by the Province in connection with the Services.

TERMINATION

9. Notwithstanding any other provision of this agreement, if either party:
 - a) fails, for any reason, to comply with or perform any provision of this Agreement; or
 - b) breaches any of the covenants, conditions or agreements contained in this agreement, the other party, at its sole option, may terminate this agreement upon providing 30 days written Notice to that effect; after providing the other party with 30 days to rectify any items (Sec 9a or Sec 9b, above) which may be affecting continuation of the services.
10. At any time during the Term, either party may terminate this Agreement on six (6) months notice to the other party, and upon the expiration of six (6) months from the date of receipt of such notice, this Agreement shall be terminated.

INDEMNITY

11. Klahoose hereby indemnifies, saves harmless, releases and forever discharges the Regional District, its elected and appointed officers, agents and employees from and against any and all manner of actions, causes of actions, claims, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, in any way arising from, in connection with or attributable to the actions of the Regional District, its servants, agents, officers, employees, contractors or subcontractors in connection with this Agreement.

GENERAL

12. The provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.
13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and permitted assigns.
14. Each of the parties hereto hereby covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.
15. This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.
16. Wherever the singular or masculine are used herein the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties so requires.
17. The headings to the sections of this Agreement are inserted for convenience only and shall not affect the construction hereof.

SCHEDULE 'A'

TERMS AND CONDITIONS OF SERVICE

1. The Cortes Island Volunteer Fire Department through the Regional District will provide firefighting, fire suppression, fire reporting and investigation and fire prevention services (the Services) to properties located on Cortes Island.
2. All activities shall be conducted in accordance with the Fire Services Act, R.S.B.C. 1979, c. 133 and regulations thereunder, the Provincial Fire Code and the National Fire Protection Association Standards.
3. All duties and obligations of the Regional District in this Agreement shall be carried out with due diligence and care.
4. All members of the Cortes Island Volunteer Fire Department shall be trained to carry out the duties assigned to them by the Fire Chief.
5. The Regional District shall comply with all laws, statutes, regulations, bylaws and orders of all authorities having jurisdiction in fulfilling its duties hereunder.