



REGIONAL DISTRICT OF CENTRAL OKANAGAN  
REGULAR BOARD MEETING  
AGENDA  
8:30 am

Thursday, February 13, 2020  
Woodhaven Board Room  
1450 K.L.O. Road, Kelowna, BC

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Pages

1. CALL TO ORDER

Chair to acknowledge that this meeting is being held on the traditional territory of the syilx/Okanagan peoples.

2. ADDITION OF LATE ITEMS

3. ADOPTION OF THE AGENDA

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the agenda be adopted.

4. ADOPTION OF MINUTES

4.1 Public Hearing Minutes - January 27, 2020

1 - 5

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Public Hearing minutes of January 27, 2020 be received.

4.2 Regional Board Meeting Minutes - January 27, 2020

6 - 11

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Regional Board meeting minutes of January 27, 2020 be adopted.

5. CORRESPONDENCE

5.1 City of Kelowna - RDCO Board Voting Unit

12 - 15

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the January 29, 2020 letter from the City of Kelowna regarding RDCO's Board Voting Unit for Kelowna Council members be received for information.

**5.2 Okanagan Basin Water Board Meeting Highlights - February 6, 2020**

16

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Okanagan Basin Water Board meeting highlights of February 6, 2020 be received for information.

**6. COMMUNITY SERVICES**

**6.1 Central Okanagan Wellness & Poverty Reduction Strategy**

17 - 80

Presenters: Reanne Holden-Amadio, Community Investment Manager - United Way and Sue Wheeler, Social Development Manager, City of Kelowna

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Regional Board receives for information the Central Okanagan Community Wellness Analysis report;

**AND FURTHER THAT** the Regional Board supports the Regional District's ongoing involvement in the development of a regional strategy as a member on the Regional Community Leadership Committee.

Recommended Motion:

THAT the Regional Board approves an application to the Union of B.C. Municipalities for a \$150,000 grant for the development of a Central Okanagan Wellness and Poverty Reduction Strategy.

**6.2 Okanagan Basin Water Board Initiative Grants**

81 - 84

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

THAT the Regional Board endorse the following application for the Okanagan Basin Water Board Water Conservation and Quality Improvement Grant Program:

- Okanagan Collaborative Conservation Program and Okanagan Nation Alliance – Okanagan Lake Responsibility Planning Initiative for Water Source Protection - \$30,000

**6.3 Vancouver Foundation Systems Change Grant Application**

85 - 88

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Recommended Motion:

**THAT** the Regional Board approve Regional District staff making application to the Vancouver Foundation Systems Change Development Grant Program:

- Regional District of Central Okanagan, Okanagan Collaborative Conservation Program, and Okanagan Nation Alliance – Okanagan Lake Responsibility Planning Initiative for Water Source Protection.

**AND FURTHER THAT** the Board resolution be forwarded to the Vancouver Foundation.

## **7. PARK SERVICES**

### **7.1 Mission Creek Greenway Regional Park Provincial Crown Tenure Renewal 89 - 127**

*(All Directors - Stakeholder Weighted Vote - Simple Majority - LGA 209.1)*

Recommended Motion:

**THAT** the Regional Board approves renewing the Mission Creek Greenway Regional Park Provincial Crown Land License of Occupation number 342858, provincial file number 3408741, for up to a 30-year term.

### **7.2 Mission Creek Greenway Operation and Maintenance Agreement Renewal - City of Kelowna 128 - 142**

*(All Directors - Weighted Vote - Simple Majority - LGA 210.2)*

Recommended Motion:

**THAT** the Regional Board approve renewing the Mission Creek Greenway Regional Park Operation and Maintenance Agreement with the City of Kelowna for a 5-year term commencing April 1, 2019 and ending on March 31, 2024.

### **7.3 Black Mountain-sntsk'il'nten Regional Park License of Occupation Agreement - City of Kelowna 143 - 151**

*(All Directors - Weighted Vote - Simple Majority - LGA 210.2)*

Recommended Motion:

**THAT** the Regional Board approve entering into and completing a five (5) year License of Occupation agreement with the City of Kelowna that will support the development of parking facilities and trailheads at Swainson and Joe Rich Roads immediately adjacent to Black Mountain-sntsk'il'nten Regional Park.

### **7.4 Glen Canyon Regional Park Joint Management and Regulation Agreement Renewal - City of West Kelowna 152 - 161**

*(All Directors - Weighted Vote - Simple Majority - LGA 210.2)*

Recommended Motion:

**THAT** the Regional Board approve the renewal of the Glen Canyon Regional Park Joint Management and Regulation Agreement on Lot A, Plan EPP18628, District Lot 487, ODYD with the City of West Kelowna for a five (5) year term commencing upon the date of execution of the Agreement.

**8. NEW BUSINESS**

**8.1 Rise & Report - Governance & Services Committee Meeting of February 13, 2020**

**8.1.1 Partner in the Development of a Biosolids Inventory for the Okanagan Valley**

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

**9. DIRECTOR ITEMS**

**10. ADJOURN IN CAMERA**

Recommended Motion:

THAT pursuant to Section 90 (c) (k) of the Community Charter the Regional Board adjourn and convene to an 'In-Camera' session to discuss:

- employee relations
- discussions respecting the proposed provision of a local government service



**Minutes of the PUBLIC HEARING of the Regional District of Central Okanagan held in the Regional District's Woodhaven Boardroom, 1450 KLO Road on Monday, January 27, 2020**

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Directors: J. Baker (District of Lake Country)  
M. Bartyik (Central Okanagan East Electoral Area)  
C. Basran (City of Kelowna)  
W. Carson (Central Okanagan West Electoral Area)  
M. DeHart (City of Kelowna)  
C. Fortin (District of Peachland)  
G. Given (City of Kelowna)  
C. Hodge (City of Kelowna)  
S. Johnston (City of West Kelowna)  
G. Milsom (City of West Kelowna)  
B. Sieben (City of Kelowna)  
L. Stack (City of Kelowna)  
L. Wooldridge (City of Kelowna)

Staff: B. Reardon, Chief Administrative Officer  
T. Cashin, Director of Community Services  
J. Foster, Director of Communication Services  
B. Lange, Planner  
M. Rilkoﬀ, Director of Financial Services  
M. Drouin, Manager Corporate Services (recording secretary)

Chair Given brought the Public Hearing to order at 7:00 p.m. and acknowledged that this Public Hearing is being held on the traditional territory of the Syilx/Okanagan Peoples.

This Special Meeting is being held for the purpose of considering amendments to Joe Rich Rural Land Use Bylaw No. 1195 and RDCO Zoning Bylaw 871

The **Public Hearing was advertised** (pursuant to the *Local Government Act*) in the Kelowna Capital News on Friday, January 17<sup>th</sup> and Wednesday, January 22, 2020 and in the Peachland View and Vernon Morning Star on Friday, January 17<sup>th</sup>.

The role of the Regional Board is to hear representation from those persons who wish to provide comments regarding the proposed bylaws. Everyone who wishes to speak shall be given the opportunity to be heard. No one will be, or should feel, discouraged or prevented from making his or her views known. However, it is important that all who speak at this meeting restrict their remarks to matters contained in the bylaws and it is my responsibility as Chairperson of this meeting to ensure that all remarks are so restricted.

Members of the Regional Board may, if they so wish ask questions of you following your presentation. However, the main function of the Regional Board members this evening is to listen to the views of the public. It is not the function of the Regional Board at this public hearing to debate the merits of the proposed bylaws with individual citizens.

No decision will be made at the Hearing, but the entire proceedings will be considered by the Regional Board at a subsequent meeting.

Submissions regarding the proposed bylaws may be received prior to or at this Hearing. No further information or representations can be considered by the Regional Board after the Public Hearing is terminated.

The Chair introduced the following bylaw:

**1. APPLICANT:** Regional District of Central Okanagan

Joe Rich Rural Land Use Amendment Bylaw No. 1195-22  
(RDCO File: RLUB-17-02)  
Received First Reading: November 25, 2019  
(Central Okanagan East Electoral Area)

To amend Joe Rich Rural Land Use Bylaw 1195 to incorporate changes to secondary suite regulations.

*Director Basran arrived at 7:05 p.m.*

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**Staff:**

Staff report dated January 27, 2020 outlined the application. Staff presented the amendments to the bylaw.

In 2017, staff began a policy review of secondary suite regulations in the Central Okanagan Electoral Areas. During the review process, it was identified that increasing density by permitting secondary suites in all residential land use designations may cause drainage and slope stability challenges, particularly in areas without access to community sewer and without proper drainage plans.

Following extensive analysis and review, staff is recommending the current process of requiring a land use designation amendment to remain in place which will have the Regional Board continuing to make decisions on a site-specific, case-by-case basis.

Staff reviewed the technical stakeholder feedback received, in addition to changes to the BC Building Code in regards to secondary suites, effective December 2019.

Staff is recommending the following key changes to secondary suite regulations:

Item 1: To continue to require an amendment under the Joe Rich Rural Land Use Bylaw No. 1195 for LH, RA, SH-1, SH-2, and CR land use designations to permit a secondary suite and add the 's' designation.

Item 2: Removing any limit to total floor area or percentage distribution of the secondary suite to the principal building.

Item 3: Define ‘breezeway’, ‘carport’, ‘private water source’, and ‘on-site sewerage system’.

Item 4: To allow only one secondary suite or one additional dwelling unit per parcel, where land use permits.

Item 5: To require that new and existing on-site sewerage systems demonstrate compliance with today’s standards and include a primary reserve area for a back-up Type I trench system.

Furthermore, several of the existing secondary suite regulations will remain in force, such as continuing to prohibit the use of secondary suites as short-term rentals and continue to recognize parcels with the ‘s’ designation.

Agency referral comments were highlighted.

To date, no submissions have been received from the public.

**Board:**

There were no questions from the Board.

**Public:**

There were no comments from the public.

There were no further comments and the Public Hearing for this application was terminated at 7:15 p.m.

The Chair introduced the following bylaw:

**2. APPLICANT:** Regional District of Central Okanagan

Zoning Amendment Bylaw No. 871-257

(RDCO File: Z17/05)

Received First Reading: November 25, 2019

(Central Okanagan West Electoral Area)

To amend Zoning Bylaw No. 871 to incorporate changes to secondary suite regulations

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**Staff:**

Staff report dated January 27, 2020 outlined the application.

In 2017, staff began a policy review of secondary suite regulations in the Central Okanagan Electoral Areas. During the review process, it was identified that increasing density by permitting secondary suites in all residential land use designations may cause drainage and slope stability challenges, particularly in areas without access to community sewer and without proper drainage plans.

Following extensive analysis and review, staff is recommending the current process of requiring a rezoning application remain in place which will have the Regional Board make decisions on a site-specific, case-by-case basis.

Staff reviewed the technical stakeholder feedback received, in addition to changes to the BC Building Code in regards to secondary suites, effective December 2019.

Staff is recommending the following key changes to secondary suite regulations:

Item 1: To continue to require a rezoning application under Zoning Bylaw No. 871 for A1, RU1, RU2, RU3, RU4, RU5, RU6, and R1 zones to permit a secondary suite and add the 's' designation.

Item 2: Removing any limit to total floor area or percentage distribution of the secondary suite to the principal building.

Item 3: Define 'breezeway', 'carport', 'private water source', and 'on-site sewerage system'.

Item 4: To allow only one secondary suite or one accessory home per parcel, where zoning permits.

Item 5: To require that new and existing on-site sewerage systems demonstrate compliance with today's standards and include a primary reserve area for a back-up Type I trench system.

Furthermore, several of the existing secondary suite regulations will remain in force, such as continuing to prohibit the use of secondary suites as short-term rentals and continue to recognize parcels with the 's' designation.

Agency referral comments were highlighted.

No comments from the public have been received to date.

**Board:**

- Stakeholder review process noted 1 ha sites may not be enough for septic fields, recommend 2 ha. Type 1 septic systems continue to be used. The Interior Health Authority (IHA) is aware of failing septic systems. Complaints for failing systems go through IHA not the regional district.

**Public:**

John White - owns property on the Westside. He expressed disagreement with the requirement for septic--secondary emergency backup field. Doesn't agree to the site size requirements which will limit secondary suites and which is unfortunate for those home owners or tenants wanting affordable housing options.

There were no further comments and the Public Hearing for this application was terminated at 7:24 p.m.

**CERTIFIED TO BE TRUE AND CORRECT**

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G. Given (Chair)

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B. Reardon (Director of Corporate Services)

**Minutes of the *REGIONAL BOARD MEETING* of the Regional District of Central Okanagan held at the Regional District offices, 1450 KLO Road, Kelowna, B.C. on Monday, January 27, 2020**

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Directors: J. Baker (District of Lake Country)  
C. Basran (City of Kelowna)  
M. Bartyik (Central Okanagan East Electoral Area)  
W. Carson (Central Okanagan West Electoral Area)  
M. DeHart (City of Kelowna)  
C. Fortin (District of Peachland)  
G. Given (City of Kelowna)  
C. Hodge (City of Kelowna)  
S. Johnston (City of West Kelowna)  
G. Milsom (City of West Kelowna)  
B. Sieben (City of Kelowna)  
L. Stack (City of Kelowna)  
L. Wooldridge (City of Kelowna)

Absent: J. Coble (Westbank First Nation)

Staff: B. Reardon, Chief Administrative Officer  
J. Foster, Director of Communication & Information Services  
C. Griffiths, Director of Economic Development & Bylaw Services  
B. Lange, Environmental Planner  
M. Kopp, Director of Parks Services  
M. Rilkoff, Director of Financial Services  
M. Drouin, Manager-Corporate Services (recording secretary)

**1. CALL TO ORDER**

Chair Given called the meeting to order at 7:24 p.m.

The meeting is being held on the traditional territory of the syilx/Okanagan Peoples.

**2. ADDITION OF LATE ITEMS**

There were no late items for the agenda.

**3. ADOPTION OF THE AGENDA**

*(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

**#10/20 BAKER/WOOLDRIDGE**

THAT the agenda be adopted.

CARRIED Unanimously

**4. ADOPTION OF MINUTES**

- 4.1 Regional Board Meeting Minutes – January 16, 2020 *(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

**#11/20** WOOLDRIDGE/MILSOM

THAT the Regional Board meeting minutes of January 16, 2020 be adopted.

CARRIED Unanimously

**5. CORPORATE SERVICES**

- 5.1 Q4 2019 Highlights Video *(All Directors - Unweighted Corporate Vote - Simple Majority - 208.1)*

A video presented provided highlights of various regional district services in the fourth quarter of 2019.

**#12/20** BARTYIK/FORTIN

THAT the 2019 fourth quarter video highlights be received for information.

CARRIED Unanimously

**6. FINANCIAL SERVICES**

- 6.1 Purchase Commitments over 100K during 4Q 2019 *(All Directors - Unweighted Corporate Vote - Simple Majority - 208.1)*

Staff report dated January 20, 2020 outlined that there were no purchase commitments exceeding \$100,000 during the fourth quarter of 2019.

**#13/20** FORTIN/STACK

THAT the Regional Board, as per section 4.6 of the RDCO Purchasing Policy, receive for information the report dated January 20, 2020 on purchase commitments which exceeded \$100,000 made during the fourth quarter of 2019.

CARRIED Unanimously

- 6.2 Q1 2020 Project Spending Report *(All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1)*

Staff report dated January 24, 2020 outlined two additional projects for first quarter spending in 2020.

**#14/20**      HODGE/BARTYIK

THAT the Regional Board receive for information two additional Category 1 projects for 1Q 2020 Project Spending as per the report dated January 24, 2020.

CARRIED Unanimously

- 6.3      Regional District of Central Okanagan 2019-2023 Financial Plan Amending Bylaw No. 1447, 2020 (*All Directors - Weighted Vote - Simple Majority - LGA 210.2 (LGA 204(b) [2/3 vote cast - bylaw adopted at same meeting as 3rd reading]*)

Staff report dated January 23, 2020 outlined 11 budget amendments required on actual 2019 revenues and expenditures.

**#15/20**      STACK/WOOLDRIDGE

THAT Regional District of Central Okanagan 2019 – 2023 Financial Plan Amendment Bylaw No. 1447 be given first, second and third readings and adopted.

CARRIED Unanimously

**7.      COMMUNITY SERVICES**

- 7.1      Zoning Amendment Bylaw No. 871-251 - Amendment to Conditions Required Prior to Public Hearing (*Custom Vote - Electoral Areas & Kelowna Fringe - Simple Majority - 1 Director, 1 Vote*)

Staff report outlined an amendment to the conditions required to be fulfilled prior to scheduling of a public hearing in regards to a covenant restricting the individual sale of neighboring parcels owned by the applicant.

**#16/20**      SIEBEN/HODGE

THAT the conditions outlined in resolution # 142/19 be changed such that scheduling of a Public Hearing be withheld pending receipt of the following:

- A draft covenant prohibiting new Temporary Agricultural Worker Dwellings and Accommodation on neighbouring parcels owned by S. & P. Sandher and/or S. Sundher Orchards Ltd.
- Written confirmation that a covenant which achieves Zoning Bylaw No. 871, Section 3.25.9 requirements will be registered prior to final adoption on the subject property.

CARRIED Unanimously



- 7.2 Development Permit Application for K. & L. Ganden (owners) (DP-18-14) Located at 9185 Westside Road, Central Okanagan West Electoral Area (*Custom Vote - Electoral Areas - 1 Director, 1 Vote*)

Staff report outlined a development permit application for works associated with an addition to an existing cabin. Staff outlined the amendment to the development permit and the reasons for non-support.

*Chair asked if the applicant wishes to address the Board on the permit.*

- The applicant Lynn Ganden addressed the Board
  - Owned the property since 1973, includes 8 private use shares.
  - Once development permit was issued they hired builder and environmentalist.
  - Stairs originally in place were unsafe and needed to be replaced.
  - Hired architect landscaper to develop the planting plan required.
  - Cement pad was necessary to support the wall from the developed basement in order to prevent the slope from sliding.
  - Issues of encroachment were never brought to their attention.
  - Access from the basement is only through the front (lakeside), there is no access to the rear of the property.

Questions from the Board were raised and addressed.

**#17/20**

CARSON/BARTYIK

THAT Development Permit Amendment Application DP-18-14 not be approved as the development does not comply with the Aquatic Ecosystem Development Permit Objectives and Design Guidelines of the Rural Westside Official Community Plan Bylaw No. 1274 and as it does not meet the terms of the provincial Riparian Areas Protection Regulation.

CARRIED Unanimously

- 7.3 Zoning Amendment Bylaw No. 871-257 (Z17/05) **2nd and 3rd Readings** - to incorporate changes to secondary suite regulations, Central Okanagan West Electoral Area (*Custom Vote - All Directors - 1 Director, 1 Vote*)

**#18/20**

BASRAN/CARSON

THAT Zoning Amendment Bylaw No. 871-257 be given second and third readings;

AND FURTHER THAT Zoning Amendment Bylaw No. 871-257 be forwarded to the Ministry of Transportation and Infrastructure for approval prior to final consideration for adoption.

CARRIED Unanimously

- 7.4 Joe Rich Rural Land Use Amendment Bylaw No. 1195-22 (RLUB-17-02), **2nd and 3rd Readings** - to incorporate changes to secondary suite regulations, Central Okanagan East Electoral Area (*Custom Vote - Electoral Areas and Kelowna Fringe - 1 Director, 1 Vote*)

**#19/20** BARTYIK/CARSON

THAT Joe Rich Rural Land Use Amendment Bylaw No. 1195-22 be given second and third readings;

AND FURTHER THAT Joe Rich Rural Land Use Amendment Bylaw No. 1195-22 be forwarded to the Ministry of Transportation and Infrastructure for approval prior to final consideration for adoption.

CARRIED Unanimously

**8. NEW BUSINESS**

- 8.1 Electoral Area Director Approval to Attend 2020 Conferences (*All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1*)

Staff report dated January 15, 2020 outlined the travel policy approvals required for electoral area directors wanting to attend 2020 conferences.

**#20/20** MILSOM/WOOLDRIDGE

THAT the Regional Board approve Director Bartyik and Director Carson's attendance at the 2020 SILGA, FCM and UBCM conferences should they wish to attend, including registration and travel expenses as per Board policy.

CARRIED Unanimously

- 8.2 Central Okanagan West Electoral Area - Grant in Aid Request - North Westside Communities Association (*All Directors - Unweighted Corporate Vote - Simple Majority - LGA 208.1*)

**#21/20** JOHNSTON/HODGE

THAT a Central Okanagan West Electoral Area grant in aid in the amount of \$1,600 be allocated to the North Westside Communities Association for their 2020 Easter egg hunt (\$800) & 2020 Canada Day celebrations (\$800);

AND FURTHER THAT a Central Okanagan West Electoral Area grant in aid in the amount of \$1,500 be allocated to the North Westside Communities Association for the North Westside Sports Club soccer program support.

CARRIED Unanimously

**9. DIRECTOR ITEMS**

- Director Carson outlined issues in the North Westside community.

No issues requiring board consideration.

**10. ADJOURN TO IN CAMERA**

**#22/20**

**HODGE/MILSOM**

THAT pursuant to Section 90 (c) (k) of the Community Charter the Regional Board adjourn and convene to an 'In-Camera' session to discuss:

- labour relations
- discussions respecting the proposed provision of a local government service

CARRIED Unanimously

**11. ADJOURN**

There being no further business the meeting was adjourned at 8:57 p.m.

**CERTIFIED TO BE TRUE AND CORRECT**

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G. Given (Chair)

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Brian Reardon (Chief Administrative Officer)

January 29, 2020

Brian Reardon, CAO  
Regional District of Central Okanagan  
1450 KLO Road  
Kelowna, BC V1W 3Z4

Dear Mr. Reardon:

Re: **RDCO Board Voting Unit**

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The following resolution was adopted by the Municipal Council of the City of Kelowna at their Regular PM Meeting held on Monday, January 27, 2020:

THAT Council assign votes for the City of Kelowna directors on the Regional District of Central Okanagan's Board of Directors as outlined in the report from the Office of the City Clerk dated January 27, 2020, with respect to assignment of votes.

AND THAT Council direct staff to inform the Regional District of Central Okanagan of the assignment of votes.

A copy of the Deputy City Clerk's January 27, 2020 Report to Council is enclosed for reference.

Yours truly,



Arlene McClelland  
Legislative Coordinator (Confidential)

/acm  
encl.

cc: Deputy City Clerk (L. Bentley)

# Report to Council



**Date:** January 27, 2020  
**To:** Council  
**From:** City Manager  
**Subject:** Regional Board Directors Assignment of Votes  
**Department:** Office of the City Clerk

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## **Recommendation:**

THAT Council assign votes for the City of Kelowna directors on the Regional District of Central Okanagan's Board of Directors as outlined in the report from the Office of the City Clerk dated January 27, 2020, with respect to assignment of votes.

AND THAT Council direct staff to inform the Regional District of Central Okanagan of the assignment of votes.

## **Purpose:**

To assign distribution of votes for the City of Kelowna directors on the Regional District of Central Okanagan Board of Directors.

## **Background:**

The assignment of votes for City of Kelowna directors on the Regional Board of Directors came up for discussion in conjunction with the Regional District of Central Okanagan's (RDCO) review of the voting unit for the Regional Board. Based on the current voting unit of 4,000, the City is assigned 33 votes on the Regional Board, resulting in seven directors. Votes are to be distributed equally among the City's Regional Board directors. Since votes cannot be distributed equally, Council must assign votes as evenly as possible, with the difference between them being no more than one. Following the appointment of a seventh director in 2017 the distribution of votes was not revisited, resulting in the current uneven distribution.

## **Discussion:**

While there is no statutory requirement or City policy for determining to whom votes are assigned when equal distribution is not possible, it is recommended voting be assigned based on election results from the previous election. This approach is consistent with traditionally how Kelowna RDCO Directors

are determined. The table below shows the current assignment of votes and the recommended assignment of votes based on the 2018 election results.

<b>Regional Board Director</b>	<b>Current</b>	<b>Proposed</b>
Mayor Basran	5	5
Councillor DeHart	5	5
Councillor Given	5	5
Councillor Stack	5	5
Councillor Sieben	5	5
Councillor Hodge	3	4
Councillor Wooldridge	5	4

Should the RDCO voting unit change, staff will review the number of directors and assignment of votes at that time and bring forward a recommendation for Council's consideration.

**Conclusion:**

Votes for the City's Regional Board directors must be assigned as evenly as possible, as outlined in the table above, to meet the requirements of the *Local Government Act*.

**Considerations applicable to this report:**

***Legal/Statutory Authority:***

*Local Government Act s. 197(1)*

***Legal/Statutory Procedural Requirements:***

*Local Government Act s. 197(3)*

**Considerations not applicable to this report:**

***Internal Circulation:***

***Existing Policy:***

***Financial/Budgetary Considerations:***

***External Agency/Public Comments:***

***Communications Comments:***

Submitted by:

L. Bentley, Deputy City Clerk

Approved for inclusion: S. Fleming, City Clerk

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**

**VOTING STRUCTURE – 2020**

	<b><u>Weighted</u></b>	<b><u>Unweighted</u></b>
Mark Bartyik (Central Okanagan East Electoral Area)	1	1
Wayne Carson (Central Okanagan West Electoral Area)	3	1
Mayor James Baker (Lake Country)	4	1
Mayor Cindy Fortin (Peachland)	2	1
Mayor Colin Basran (City of Kelowna)	5	1
Councillor Maxine DeHart (City of Kelowna)	5	1
Councillor Gail Given (City of Kelowna)	5	1
Councillor Brad Sieben (City of Kelowna)	5	1
Councillor Luke Stack (City of Kelowna)	5	1
Councillor Charlie Hodge (City of Kelowna)	4	1
Councillor Loyal Wooldridge (City of Kelowna)	4	1
Mayor Gord Milsom (City of West Kelowna)	5	1
Councillor Stephen Johnston (City of West Kelowna)	4	1
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TOTAL:	52	13
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Voting based on 2016 Canadian Census

*Councillor J. Coble, Westbank First Nation – is a non-voting Board member*

*\*Updated Jan. 27, 2020 due to City of Kelowna redistribution of votes*



Photo courtesy Mike Moyer



**Okanagan Basin**  
WATER BOARD

## BOARD REPORT: February 6, 2020

1450 KLO Road, Kelowna, BC V1W 3Z4  
P 250.469.6271 F 250.762.7011  
[www.obwb.ca](http://www.obwb.ca)

### Okanagan Basin Water Board Meeting Highlights

#### OBWB Directors

**Sue McKortoff - Chair,**  
Regional District of Okanagan-  
Similkameen

**Cindy Fortin - Vice-Chair,**  
Regional District of Central  
Okanagan

**Victor Cumming,** Regional  
District of North Okanagan

**Rick Fairbairn,** Regional  
District of North Okanagan

**Bob Fleming,** Regional District  
of North Okanagan

**James Baker,** Regional  
District of Central Okanagan

**Colin Basran,** Regional District  
of Central Okanagan

**Toni Boot,** Regional District of  
Okanagan-Similkameen

**Rick Knodel,** Regional District  
of Okanagan-Similkameen

**Chris Derickson,** Okanagan  
Nation Alliance

**Bob Hrasko,** Water Supply  
Association of B.C.

**Denise Neilsen,** Okanagan  
Water Stewardship Council

The next regular meeting of  
the OBWB will be 10 a.m.  
Tuesday, March 3, 2020 at the  
Regional District of Okanagan-  
Similkameen in Penticton.

**Board of Directors re-elect chair and vice-chair:** Regional District of Okanagan-Similkameen (RDOS) representative Sue McKortoff was re-elected this week as Chair of the Okanagan Basin Water Board and Regional District of Central Okanagan (RDCO)'s Cindy Fortin was re-elected as Vice-chair, both by acclamation. Additional directors re-appointed to the board include RDNO directors Victor Cumming, Rick Fairbairn and Bob Fleming; James Baker and Colin Basran, returning for RDCO; and returning RDOS directors Toni Boot and Rick Knodel. Water Management Appointments include new Okanagan Nation Alliance representative Chief Chris Derickson, and returning Water Supply Association of BC's Bob Hrasko and Okanagan Water Stewardship Council Chair Denise Neilsen.

**Provincial staff update board on Okanagan milfoil control regulations:** Lora Nield, with B.C. Ministry of Forests, Lands, Natural Resource Operations and Rural Development presented to the board on the province's most recent milfoil control regulations and future plans. The OBWB has been in talks with the province for several months regarding restrictions on rototilling, which is the most effective method for controlling the invasive weed. At issue is the Rocky Mountain Ridged Mussel, listed federally as a species of special concern. Ms. Nield acknowledged the board's call for more research regarding the impact of rototilling (up-rooting the weed) and the impact of dense milfoil beds on the mussel, and said talks are underway with UBC Okanagan researchers to begin this work.

**Okanagan Wetland Action Plan now available:** A new resource has been developed to help local governments, conservation groups and others protect, re-establish and create Okanagan wetlands. The wetland action plan is one of the deliverables that are part of a multi-year OBWB Okanagan wetland strategy. Research shows about 90% of low elevation wetlands have been lost in the Okanagan and Similkameen since 1800. Wetlands are important ecosystems, providing habitat and food for some of the valley's most at-risk animals, they filter contaminants in water, protect communities from floods and droughts, absorb carbon dioxide and help address climate change. Find the guide at [www.OBWB.ca/wetlands](http://www.OBWB.ca/wetlands).

**Okanagan Sustainable Water Strategy online:** The *Okanagan Sustainable Water Strategy –Action Plan 2.0* is available at [www.OBWB.ca/SWS](http://www.OBWB.ca/SWS). The strategy will guide the work of the OBWB's technical advisory body, the Okanagan Water Stewardship Council, to develop solutions to help ensure a clean and sustainable water supply in the region. The strategy also identifies several partners to work with in delivering outcomes.

**Sheila Watt-Cloutier headlines local climate talk:** Nobel Peace Prize nominee and well-known human rights advocate Sheila Watt-Cloutier is keynote speaker at an upcoming OBWB-sponsored event, "*Building Community Resilience in a Changing Climate*" on Feb. 26 in Kelowna. The event is being hosted by RDCO and will include the public launch of an Okanagan climate projections report. Tickets are \$15. For more info. and to register, please visit: <http://SheilaWattCloutier-Okanagan.eventbrite.com>.





# Regional Board Report

**TO:** Regional Board

**FROM:** Todd Cashin  
Director of Community Services

**DATE:** February 5, 2020

**SUBJECT:** Central Okanagan Wellness & Poverty Reduction Strategy

**Voting Entitlement:** *All Directors – Unweighted Corporate Vote – Simple Majority – LGA 208.1*

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**Purpose:** To request Board support for RDCO staff to work with the Regional Community Leadership Committee to submit a funding application for a UBCM – Poverty Reduction Planning & Action Program grant and to further be involved in the development of a regional poverty reduction strategy.

## **Executive Summary:**

In March 2019, the Province of British Columbia released their poverty reduction strategy called TogetherBC: British Columbia's Poverty Reduction Strategy. Mandated through the Poverty Reduction Strategy Act, the strategy set targets to reduce the overall poverty rate in BC by at least 25%, and the child poverty rate by at least 50%, by 2024. This strategy is based on four principles: affordability, opportunity, reconciliation and social inclusion.

The Province has made funding available through UBCM intended to support local governments in reducing poverty at the local level and to support the Poverty Reduction Strategy. Staff is seeking direction on preparation of an application for funding that would assist with the development of a regional strategy.

On behalf of the partnering communities in the region, the RDCO would serve as the applicant for a Poverty Reduction Planning & Action Grant for up to \$150,000. Further, the partners are requesting that the RDCO commit a staff liaison to serve on the Regional Community Leadership Committee for the Regional Wellness Strategy development process. A Board resolution supporting RDCO's grant application for this funding is required as part of the application package.

**RECOMMENDATION #1:**

**THAT** the Regional Board receives for information the Central Okanagan Community Wellness Analysis report;

**AND FURTHER THAT** the Regional Board supports the Regional District's on-going involvement in the development of a regional strategy as a member on the Regional Community Leadership Committee.

**RECOMMENDATION #2:**

**THAT** the Regional Board approves an application to the Union of B.C. Municipalities for a \$150,000 grant for the development of a Central Okanagan Wellness and Poverty Reduction Strategy.

Respectfully Submitted:



Todd Cashin  
Director of Community Services

Approved for Board's Consideration



Brian Reardon, CAO

*Prepared by: Todd Cashin, Director of Community Services*

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<b>Strategic Plan:</b>	Supporting preparation of the application supports the Regional Board Strategic Priorities 2019-2022 with respect to "Sustainable Communities" to initiate and support efforts to create a healthy built environment in which all people throughout the region enjoy access to a diverse range of housing options, remain safe in the face of emergencies and experience a high quality of life.
<b>Policy:</b>	Supporting preparation of the application complies with the Regional Growth Strategy: Our Health, Our Food, Our Housing.
<b>Legal/Statutory Authority:</b>	Mandated through the <i>Poverty Reduction Strategy Act</i> , the Province has created a poverty reduction strategy called TogetherBC: British Columbia's Poverty Reduction Strategy." The intent of the Poverty Reduction Planning & Action program is to support local governments in reducing poverty at the local level and to support the Province's poverty reduction strategy.

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**Background:****2020 Poverty Reduction Planning and Action Program**

In March 2019, the Province of BC released their poverty reduction strategy called TogetherBC: British Columbia's Poverty Reduction Strategy. Mandated through the *Poverty Reduction Strategy Act*, the strategy set targets to reduce the overall poverty rate in British Columbia by at least 25%, and the child poverty rate by at least 50%, by 2024. *TogetherBC* is based on four principles: affordability, opportunity, reconciliation, and social inclusion. These principles guided the priority action areas that form the core of the strategy.

The intent of the Poverty Reduction Planning & Action program is to support local governments in reducing poverty at the local level and to support the Province's poverty reduction strategy. The Poverty Reduction Planning and Action Program is a suite of funding programs intended to support local governments in reducing poverty at the local level and to support the Province's poverty reduction strategy. Funding is provided by the Province of BC and is administered by the Union of BC Municipalities (UBCM). To support poverty reduction at the local level, the Province has provided \$5 million over three years. The application deadline is February 28, 2020. The two different funding streams available are: Poverty Reduction Plans & Assessments and Poverty Reduction Action.

At the provincial level, BC's Poverty Reduction Strategy *TogetherBC* identifies six priority action areas: housing; families, children and youth; education and training; employment; income supports; and social supports.

### Project History

In 2017, the Central Okanagan Poverty Reduction Committee (COPRC) was established with the goal of developing a regional poverty reduction strategy with an upstream focus. Supported by funding from the Vancouver Foundation and the Central Okanagan Early Years Partnership, the committee set the stage for a community-driven, regional approach to addressing poverty.

The COPRC gathered insights from families with lived experience of poverty, provided a systems planning workshop and developed a work plan to guide strategy development. The COPRC determined that there were specific requirements needed to move ahead into strategy development including a poverty analysis, significant community engagement, further involvement of those with lived and living experience of poverty, and a governance structure and sufficient resources to plan and execute a strategy.

With additional grant funding in 2019, the COPRC contracted Urban Matters to create a regional community poverty analysis informed by lived experience and key engagement from stakeholders including Interior Health, municipal governments, local First Nations and the Regional District of the Central Okanagan. The analysis provides baseline data and insights into poverty at the community and regional level, and identifies eight key priorities.

These priorities will help shape the next phase of this project, the development of a Central Okanagan Wellness and Poverty Reduction Strategy. Key stakeholders involved in the analysis reconvened in January 2020 for the presentation of the report, and those present agreed that pursuit of a regional strategy is valuable to each community.

### Alignment

A regional focus provides considerable benefits to Central Okanagan communities. A regional strategy provides for efficiencies in resources, engagement processes and advocacy. Through the City of Kelowna's Journey Home process, the community identified the need for a regional approach to complex social issues, as people move throughout the region for services, employment, childcare and housing. A regional strategy can create an action plan on policies and structures at the regional level, while building capacity within each community to address their unique needs and priorities.

This strategy is complementary to many action areas within the Regional Growth Strategy priorities, including the development of a Regional Housing Strategy project, identified in Community Services 2020 workplan. A Regional Wellness and Poverty Reduction Strategy could run in parallel and provide a synergy with this project.

Further, the strategy aligns with the Regional Board priority of Community Sustainability to initiate and support efforts to create a healthy built environment in which all people throughout the region enjoy access to a diverse range of housing options, remain safe in the face of emergencies and experience a high quality of life.

A Regional Wellness and Poverty Reduction Strategy would also align with other priorities and strategies identified by our partner communities, such as Community Child Care Planning in the region, the Regional Transportation Master Plan, the City of Kelowna's Journey Home Strategy and Housing Needs Assessment.

### UBCM Funding

This collaborative grant application would be with the District of Lake Country, City of West Kelowna, District of Peachland, the City of Kelowna and the Regional District of the Central Okanagan and would be used for the development of a Central Okanagan Wellness and Poverty Reduction Strategy.

The application deadline for this grant funding is February 28, 2020. The maximum grant available is \$150,000.00 and applicants will be advised of the status of their application within 60 days of the application deadline.

If the funding application is approved in May 2020, the Regional Partnership Committee on Poverty will work in partnership with the Regional District of the Central Okanagan to provide community direction, oversight and feedback throughout the strategy development process.

The Regional District has been fortunate to receive UBCM grants recently for EOC Upgrades, ESS Equipment, and Floodplain Mapping. The Regional Board recently passed a resolution supporting a RDCO application for UBCM's evacuation route planning funding stream and floodplain mapping. Staff does not anticipate that this application will impact other previously submitted applications as the funding is from different streams.

### **Financial Considerations:**

As the primary applicant, the Regional District of the Central Okanagan will accept responsibility to apply for, receive and manage the grant funding on behalf of the regional partners. The RDCO will assume responsibility for the completion of the project, reporting requirements and maintaining proper fiscal management.

### **Organizational Issues:**

Should the funding request be approved, the RDCO would be responsible for working with the Regional Community Leadership Committee to complete and submit the application. And if the funding application is successful, the RDCO would also participate on the Regional Community Leadership Committee for the development of the strategy. This would require a staff liaison for the duration of the strategy development project (approximately one year) to provide regular updates to the Regional Board.

Find attached the terms of reference for the Regional Community Leadership Committee which will help guide the strategy development and includes representation from the partner municipalities and service organizations that work in this sector.

Attachment(s):

- Central Okanagan Community Wellness Analysis

- Regional Community Partnership Committee - Terms of Reference



# Central Okanagan Community Wellness Analysis

Prepared by:

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January 2020

# TABLE OF CONTENTS

1. INTRODUCTION.....	1
1.1. Poverty in Context.....	3
2. SNAPSHOT OF POVERTY & WELLNESS IN THE CENTRAL OKANAGAN.....	5
2.1. Affordability.....	7
2.2. Opportunity.....	11
2.3. Reconciliation .....	14
2.4. Social Inclusion .....	15
2.5. Other Key Indicators of Wellness and Poverty.....	16
3. COMMUNITY PROFILES.....	19
3.1. Peachland .....	19
3.2. West Kelowna.....	20
3.3. Westbank First Nation.....	21
3.4. Kelowna .....	22
3.5. Lake Country.....	23
3.6. Okanagan Indian Band .....	24
4. PRIORITY AREAS FOR STRATEGY AND ACTION .....	25
4.1. Key Priorities .....	25
4.2. Next Steps .....	27

APPENDIX A

Poverty Indicators

APPENDIX B

Data and Analysis of Poverty in the Central Okanagan

## LIST OF TABLES

Table 1.1: Poverty Indicators.....	4
Table 2.1: Population Growth Rates from 1996 - 2016.....	6
Table 2.2: Age Group Share of Central Okanagan Population (2001-2016).....	6
Table 2.3: Cost of Income Thresholds for Housing at or Below 30% Monthly Income (Ownership Category) ...	7
Table 2.4: Cost of Income Thresholds for Housing at or Below 30% Monthly Income (Rental Category) – Central Okanagan.....	8
Table 2.5: Core Housing Need, Rental and Ownership .....	9
Table 2.6: Median Household Income, 2015 .....	10
Table 2.7: OKIB Median Income.....	14
Table 3.1: Peachland Median Income, Housing Affordability and Housing Continuum Data.....	20
Table 3.2: West Kelowna Median Income, Housing Affordability and Housing Continuum Data .....	21
Table 3.3: WFN Median Income and Housing Continuum Data .....	22
Table 3.4: Kelowna Median Income, Housing Affordability and Housing Continuum Data .....	23
Table 3.5: Lake Country Median Income, Housing Affordability and Housing Continuum Data .....	24
Table 3.6: OKIB Median Income and Housing Continuum Data .....	24
Table B.1: Population Growth .....	B-2
Table B.2: Age Groups .....	B-2
Table B.3: Proportional Age Groups.....	B-3
Table B.4: Ethnic Origins Population .....	B-5
Table B.5: Market Based Measure Estimates.....	B-6
Table B.6: Household Income .....	B-7
Table B.7: Median Household Income .....	B-7
Table B.8: Income Data .....	B-8
Table B.9: Low Income Applicable and Low-Income Status Individuals (LICO-AT), 2016 .....	B-9
Table B.10: Key Labour Force Statistics, 2016.....	B-10
Table B.11: Housing Affordability for Renters.....	B-11
Table B.12: Housing Affordability for Owners.....	B-11
Table B.13: Core Housing Needs Comparison.....	B-12
Table B.14: Support Resources in the Okanagan Region .....	B-16

## LIST OF FIGURES

Figure 2.1: Core Housing Need.....	9
Figure 2.2: Unemployment Rates in Central Okanagan .....	11
Figure 2.3: Central Okanagan Workforce Industries and Occupational Categories.....	11
Figure 2.4: Well-Being Index for Central Okanagan School District .....	12
Figure A.1: Deep Income Poverty.....	A-3
Figure B.2: Share of Population by Age Group, 2001 and 2016 .....	B-3
Figure B.3: Percentage Population Change by Age Group, 2001-2016.....	B-4
Figure B.4: Median Age, 2001-2016.....	B-4
Figure B.5: Proportion of Low-Income Applicable Population in Low Income (LICO-AT), 2016 .....	B-9



## ACKNOWLEDGEMENTS

The following communities and organizations supported the development of this analysis and are gratefully acknowledged for their time and commitment to the Central Okanagan.

BC Poverty Reduction Coalition

Central Okanagan Foundation

City of Kelowna

City of West Kelowna

District of Lake Country

Interior Health

Okanagan Indian Band

United Way Southern Interior BC

Westbank First Nation

District of Peachland

Suxkenxitelx kl cecamala

# Central Okanagan Wellness Analysis

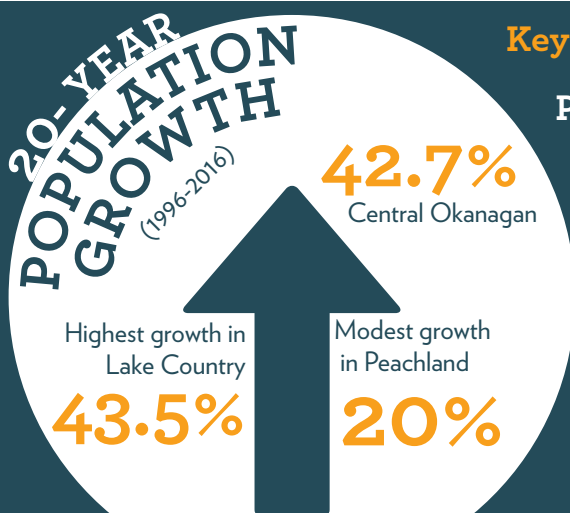
## EXECUTIVE SUMMARY

Central Okanagan communities and organizations are preparing to develop a regionally focused wellness strategy to better facilitate and coordinate planning throughout the region. As part of the necessary steps to developing a strategy baseline data was needed to better understand wellness in the Central Okanagan while recognizing there are unique differences in each community. This Wellness Analysis captures important data and community insights to support the next step of developing a robust strategy that emphasises wellness for all.

### Wellness Focus – TogetherBC's Guiding Principles for Poverty Reduction in BC

AFFORDABILITY – OPPORTUNITY – RECONCILIATION – SOCIAL INCLUSION

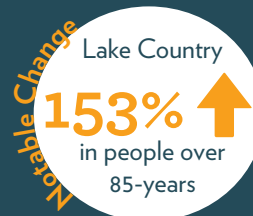
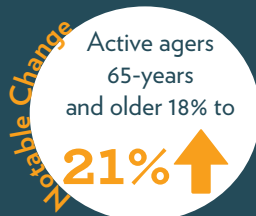
#### Communities In Focus



#### Key Highlights Include:

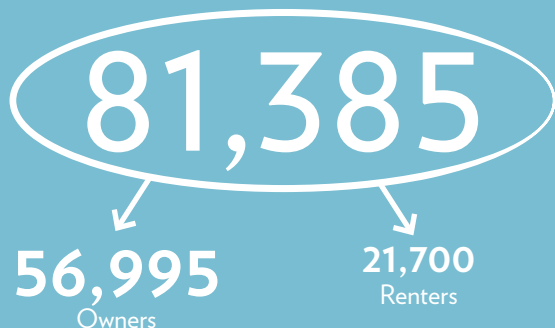
##### Population

##### 2001-2006 Age Group Changes in the Central Okanagan



#### Affordability

##### Total Households in Central Okanagan



##### Proportion of households in core housing need



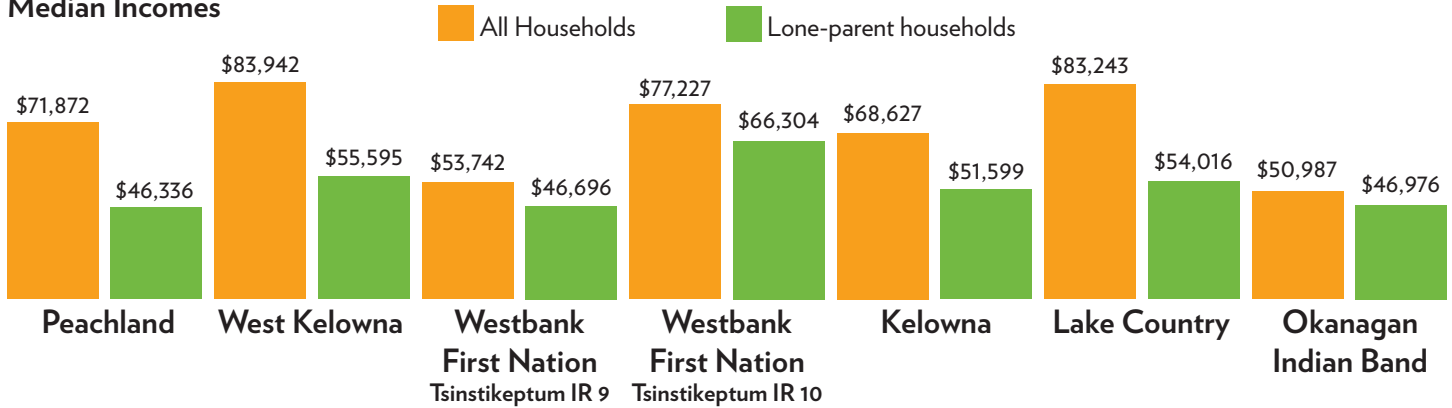
##### Core Housing Need of Renters by Community



\*\*Okanagan Indian Band and Westbank First Nation do not have available data

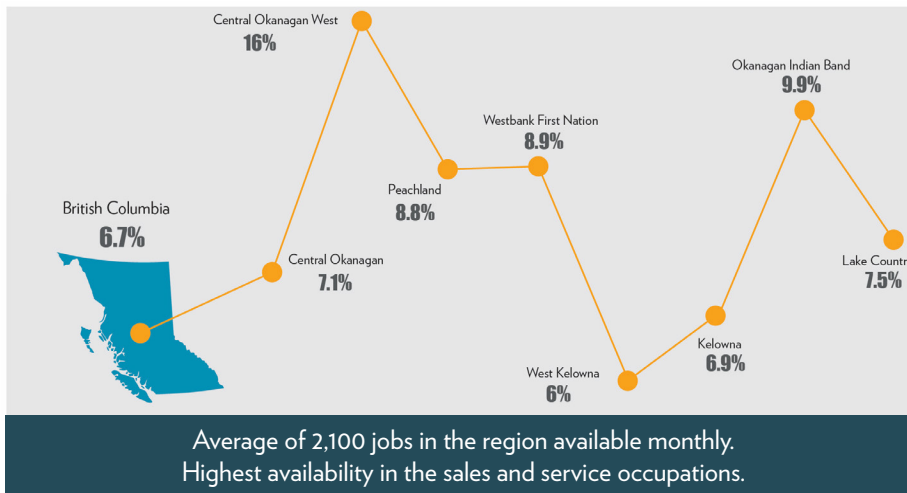
Availability and access to safe, secure, affordable housing most important indicators here. Housing is affordable when a household spends no more than 30% of their income toward housing.

## Median Incomes



## Unemployment Rates

## Opportunity



### Central Okanagan

Tech Start-Up Hub that generates

**\$1.7 Billion**  
annually in economic impact

The four **industries** in which the largest shares of the Central Okanagan's workforce are employed include:



**13.1%**

Health Care and  
Social Assistance



**13.0%**

Retail Trade



**10.9%**

Construction



**9.4%**

Accommodation  
and Food Service

The four main **occupational categories** for the Central Okanagan workforce include:



**26.2%**

Sales and  
Service



**16.2%**

Trades, transport, and  
equipment operators and related



**14.5%**

Business, finance,  
and administration



**11.7%**

Management

## Reconciliation

The adoption of the Declaration on the Rights of Indigenous Peoples Act in November 2019 by the BC provincial government is a step forward in making a commitment to implement the United Nations Declaration on the Rights of Indigenous Peoples as an accepted framework toward truth and reconciliation in Canada.



Westbank First Nation experienced 28% growth in population between 2011 and 2016.

**Youth have been the fastest growing population.**

Okanagan Indian Band experienced a significant population decline of 13.2%

**between 2011 and 2016.**

**5.5%** of Kelowna's population identify as Indigenous.

## Social Inclusion

Discrimination, isolation and lack of opportunity are considered biggest barriers to people feeling included and supported in the Central Okanagan.

**“We don’t want your sympathy, just your empathy”**

**“We are brothers, sisters, sons and daughters”**

**“People in poverty are just like everybody else”**

**- Individuals with lived experience in poverty**

## Next Step – Develop a Central Okanagan Wellness Strategy

### Key opportunities

1. The Strategy can become a catalyst for action instead of a drain on resources and energy.
2. Wellness Strategy can support an integrated, systems lens to wellness that reflects Indigenous world views and meaningfully embeds reconciliation.
3. Ensure the Wellness Strategy process meaningfully engages youth in the process supporting their knowledge and understanding to the issues they face.
4. Align priorities and actions on housing affordability, accessibility and homelessness within the region and share learning and resources across the region to effectively leverage and build on the assets that already exist.
5. Establish partnerships with transportation planning groups to align priorities and share knowledge related to the possibilities of alleviating poverty through access to public transportation options throughout the region.
6. Investigate the causes of social isolation in the region through community engagement to better understand the actions that can be taken to reduce the causes and support reducing stigma and discrimination experienced by people.
7. Align child development and care actions with the work of the Central Okanagan Child Care Action Planning Committee and strength the partnership to leverage regional funding to support the growth of child care in the region.

# 1. INTRODUCTION

Community well-being encompasses a broad range of health, social, and economic factors that contribute to all citizens living a high quality of life. These include but are not limited to:

- physical and mental health;
- culture and social connectivity;
- a healthy natural environment;
- food availability and security;
- affordable and accessible housing;
- transportation;
- education;
- meaningful employment; and
- early childhood development.

These indicators are often related to the analysis on the levels and rates of poverty rather than focused on wellness. This report explores the various factors that influence a person's wellness as it is a reflection on everyone in the community and places emphasis on a positive vision for both citizens and community.

As a launching point to explore wellness in the Central Okanagan, a Poverty Reduction Committee, facilitated by the United Way Southern Interior BC, made up of a diverse range of partners identified the need for a regionally-focused strategy to address community wellness (See Acknowledgments on page i for list of members). The Community Wellness Analysis is the first phase in the development of a Wellness Strategy as it provides an opportunity to highlight the common threads around wellness and poverty in the Central Okanagan while recognizing there are unique differences between the communities. In order to launch the analysis, a variety of partners contributed seed funding that helped to successfully leverage grant funding to support this report. The analysis is designed to provide a detailed, local snapshot of wellness (and poverty) across the Central Okanagan and within each community. Collaborating on a regional analysis helps to align individual efforts and investments and allows a combined voice to senior levels of government.





## ABOUT THE COMMUNITY WELLNESS ANALYSIS

The Community Wellness Analysis builds an evidence base as a foundation to the development of a regional Wellness Strategy. The objectives for the analysis included:

- Provide an overall context to various interrelated systems, including housing, income, employment, food security, transportation, and access to education;
- Define affordability and other terms common within the community wellness and poverty reduction sphere;
- Provide as much comprehensive data as possible regarding the state of poverty in the Central Okanagan – including within Peachland, West Kelowna, Westbank First Nation, Kelowna, Lake Country, Okanagan Indian Band, and Regional District of the Central Okanagan. As much as possible, the analysis will include trends and characteristics of wellness unique to each community;
- Tease out factors contributing to poverty (root causes); and
- Prioritise areas for evidence-based action.

## DATA ACCESSED AND LIMITATIONS

A wide range of data was accessed at the national, provincial, regional and local levels (where possible) to put together this analysis. The key data sets included the following:

-  Statistics Canada Census Data from 1996 through to 2016 - <https://www12.statcan.gc.ca/census-recensement/index-eng.cfm>
-  BC Stats - <https://www2.gov.bc.ca/gov/content/data/about-data-management/bc-stats>
-  Central Okanagan Economic Development Commission - <https://www.investkelowna.com/>
-  Canadian Rental Housing Index - <http://rentalhousingindex.ca/en/#intro>

It is important to note that the quantitative data only captures part of the wellness picture and can sometimes be incomplete for communities due to low participation rates in the census and/or number rounding to help anonymize populations. Provided these potential limitations this analysis was complimented with interviews and meetings to gather perspectives to help better understand the local context of wellness experiences.

## ENGAGEMENT

In addition to the quantitative data available, there were various engagements to gather qualitative perspectives related to wellness experiences in the region. This type of an approach is important as the data only represents a snapshot in time and does not always illustrate the system level challenges experienced by people who are accessing or providing those services.

### Scoping Analysis

As a launch point into understanding wellness in the region and what information would be important to understand, two workshops were held to gather insights and direction for the analysis.

1. Workshop with early childhood educators from Westbank First Nation to understand perspectives about poverty. Gathered insights critical to the scope of the analysis, and in particular reframing poverty to wellness to reflect an Indigenous worldview.
2. Stakeholder Workshop with members of:
  - United Way Southern Interior of BC
  - BC Poverty Reduction Strategy
  - Interior Health – Health Communities
  - Aboriginal Early Childhood Table
  - District of Lake Country – Health and Sustainability
  - City of Kelowna – Social Planning
  - City of West Kelowna – Long Range Planning

Participants provided perspectives about the components of poverty and wellness that should be investigated during the analysis, as well as ideas and sources of data.

## Service Provider Interviews

Service provider interviews were conducted with members of the following organizations to understand experiences of both clients and the systems of service offered for wellness in the region:

- Peachland Wellness Centre
- West Kelowna Shelter Society
- Kelowna Community Resources
- Lake Country Health Planning Society

Additionally, a list of over 100 service providers were emailed about the Wellness Analysis to request data to support the project. A number of organizations followed up with information to support the analysis.

## Empathy Interviews

Six individuals with lived experience of poverty contributed their stories anonymously to help inform the data collected about wellness and poverty. Key themes from these interviews are highlighted through quotes and perspectives in the analysis. Much of the insight focuses on experiences of social exclusion as a result of poverty.

## Stakeholder Workshop

A second workshop was held with the same attendees from the first scoping analysis workshop, to understand and reflect on the data and analysis collected. Participants were asked to consider what the data means in their local and regional contexts and set priorities for subsequent collaborative work. Section 4 identifies the key priorities resulting from this workshop and follow up conversations with community representatives.

### 1.1. POVERTY IN CONTEXT

In August 2018, the Government of Canada released *Opportunity for All: Canada's First Poverty Reduction Strategy*. The strategy includes an 'Official Poverty Line' and dashboard of indicators to track poverty reduction progress in Canadian households. Canada's official poverty rate has decreased from 12.1% in 2015 to 9.5% in 2017.<sup>1</sup> Actions to achieve poverty reduction targets of 20% by 2020 and 50% by 2030 (relative to 2015 levels) relate to the pillars of dignity; opportunity and inclusion; and resilience and security.<sup>2</sup>

### POVERTY IN BRITISH COLUMBIA

Of the 557,000 people estimated to be living in poverty in British Columbia, about 99,000 are children. This is the highest rate of child poverty in the nation (for over a decade). In 2018, the Government of BC introduced ambitious targets in the Poverty Reduction Strategy Act: a 25% reduction in B.C.'s overall poverty rate and a 50% reduction in the child poverty rate by 2024. In order to set the framework for achieving these targets, in 2018, the province released TogetherBC Poverty Reduction Strategy.<sup>3</sup>

Acting on these ambitious goals is not only the right thing to do, but also the most cost effective. According to the BC Poverty Reduction Coalition, the cost to the Provincial Government for not addressing issues of poverty is estimated at

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<sup>1</sup> <https://www.canada.ca/en/employment-social-development/campaigns/poverty-reduction.html>

<sup>2</sup> <https://www.canada.ca/en/employment-social-development/campaigns/poverty-reduction.html>

<sup>3</sup> TogetherBC Poverty Reduction Strategy, <https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/initiatives-plans-strategies/poverty-reduction-strategy/togetherbc.pdf>

Acting on these ambitious goals is not only the right thing to do, but also the most cost effective. According to the BC Poverty Reduction Coalition, the cost to the Provincial Government for not addressing issues of poverty is estimated at \$8-9 billion annually. In contrast, the cost of a comprehensive Provincial poverty reduction plan is estimated at \$3-4 billion annually.<sup>4</sup>

## POVERTY INDICATORS

The Official Poverty Line for Canada encompasses 12 indicators used to track progress towards poverty reduction in Canadian households. While data is not available at the local level for all of these indicators, they provide an important snapshot of areas to consider. Appendix A provides more detail about each indicator.<sup>5</sup>

Table 1.1: Poverty Indicators

Dignity	Opportunity & Inclusion	Resilience & Security
1. Deep Income Poverty*	5. Relative low income*	9. Median hourly wage
2. Unmet housing needs and chronic homelessness*	6. Bottom 40% income share	10. Average poverty gap
3. Unmet health needs	7. Youth engagement	11. Asset resilience
4. Food insecurity	8. Literacy and numeracy	12. Poverty entrance and exit rates
* Local Central Okanagan data is available for these 3 indicators		

<sup>4</sup> <https://www.westkelownacity.ca/en/building-business-and-development/resources/Documents/Emerging-Social-Issues-in-West-Kelowna-Final.pdf>

<sup>5</sup> <https://www150.statcan.gc.ca/n1/pub/11-627-m/11-627-m2019053-eng.htm>



## 2. SNAPSHOT OF POVERTY & WELLNESS IN THE CENTRAL OKANAGAN

The following series of data and analysis provides a snapshot of wellness and poverty indicators available for the Central Okanagan region. In general, the snapshot pulls together data for the region as a whole, while the subsequent Community Profile section and Appendix B offers detailed data about each community in the region relative to the data available in those communities.

The wellness and poverty snapshot are organised according to Together BC's 4 guiding principles for poverty reduction in British Columbia. Taken together, the principles intend to lift people up and out of poverty and create an environment that allows people to learn, work, support their family and create the future they want for themselves and their kids. It is useful to organise the data in the Central Okanagan around these 4 principles as they offer a starting point to imagining a community rooted in wellness.<sup>6</sup>

### 4 Guiding Principles for Poverty Reduction in British Columbia

#### Affordability

Establishing financial security starts with addressing affordability. Key components of affordability include the cost of living, housing affordability, and access to income

#### Opportunity

Opportunity is critical to breaking the cycle of poverty. It means giving people access to education and skills training, focusing on regional economic development, and ensuring workers of all kinds have fair wages and working conditions.

#### Reconciliation

Government policies that worked to suppress Indigenous culture, language, economies, and systems of governance have had lasting effects on the health, well-being, and wealth of Indigenous peoples in B.C. Despite these inequities, Indigenous communities remain strong and resilient. Ongoing systemic racism continues to be a barrier to opportunity and economic security, and need to be tackled collectively.

#### Social Inclusion

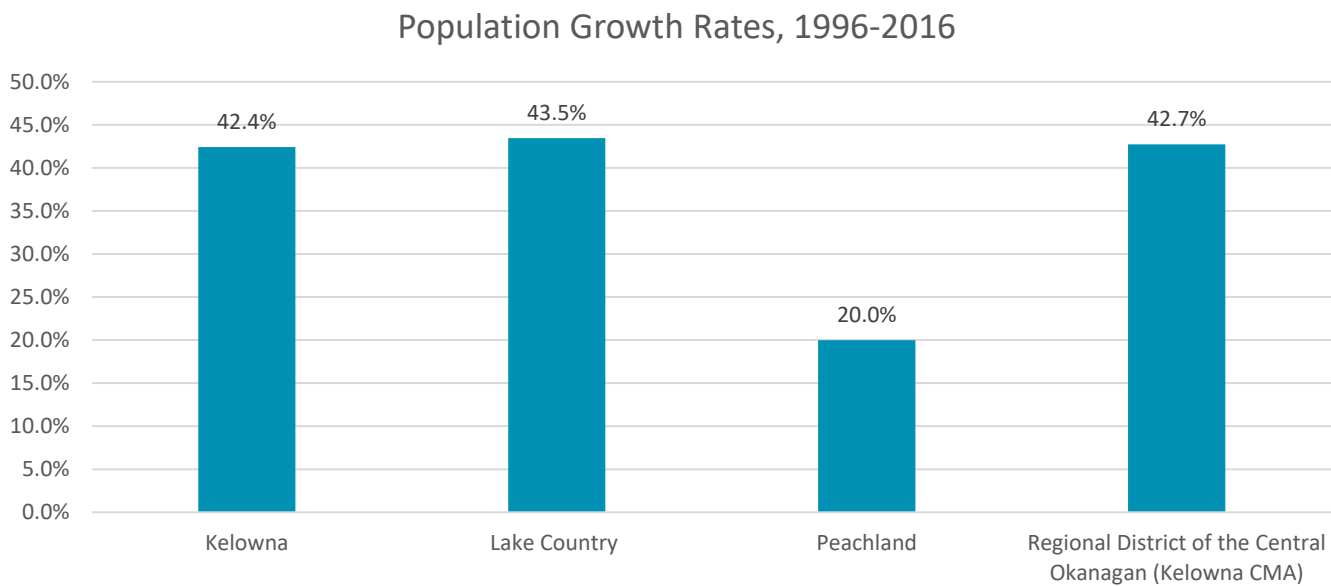
A large part of community wellness is about belonging. People living in poverty indicate they feel cut off from their communities, and stigma makes it harder for them to thrive. Inclusion is a fundamental principle – it starts with creating a culture where people who find themselves in need of supports feel welcome.

<sup>6</sup> Together BC: British Columbia's Poverty Reduction Strategy. <https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/initiatives-plans-strategies/poverty-reduction-strategy/togetherbc.pdf>

POPULATION AND AGE MIX

The Central Okanagan has experienced significant growth from 1996 to 2016, with the region seeing a 43% increase in population. The growth has been evenly distributed throughout the region except in Peachland, where growth occurred at 20% growth during the same time period.

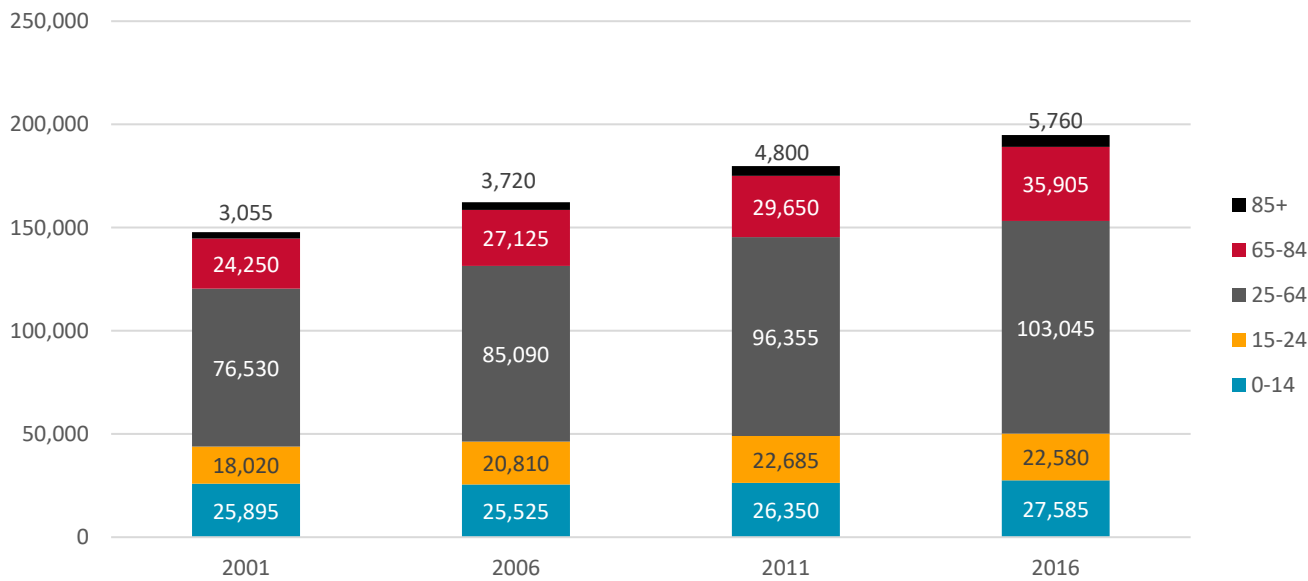
Table 2.1: Population Growth Rates from 1996 - 2016



Source: Statistics Canada, 2016 Census.

Between 2001 and 2016, the share of the population ages 65 and older has increased slightly from 18 to 21% of the total population. The proportion of youth under age 25 has decreased somewhat from 30 to 26% of the total population.

Table 2.2: Age Group Share of Central Okanagan Population (2001-2016)



Source: Statistics Canada, 2016 Census

## 2.1. AFFORDABILITY

Establishing financial security starts with addressing affordability. Key indicators of affordability in the region include the cost of living, housing affordability and measures of core housing need, and overall income.

### Cost of Living

A household of four in the Central Okanagan must earn between about \$35,000 and \$39,000 annually to meet the minimum income thresholds to be able to afford a basic basket of goods that could be considered affordable.<sup>7</sup>

### HOUSING

Housing is a significant affordability challenge in the Central Okanagan. The tables below indicate the cost to income required (to be at or below 30% of monthly income) for both ownership and rental categories. The table is colour coded to indicate critical areas of need (in red) according to the household income groups.



Table 2.3: Cost of Income Thresholds for Housing at or Below 30% Monthly Income (Ownership Category)

HOUSEHOLD INCOME GROUP	HOUSEHOLDS	30% OF MONTHLY INCOME (MIDPOINT)	OWNERSHIP			
			NO-MORTGAGE SHELTER COST		MORTGAGE SHELTER COST	
			Median	Average	Median	Average
		Monthly Cost:	\$458	\$514	\$1,801	\$1,915
		Income Required:	\$18,320	\$20,560	\$72,040	\$76,600
Under \$10,000	1,980	\$125	-\$333	-\$389	-\$1,676	-\$1,790
\$10,000 to \$19,999	4,785	\$375	-\$83	-\$139	-\$1,426	-\$1,540
\$20,000 to \$29,999	6,635	\$625	\$167	\$111	-\$1,176	-\$1,290
\$30,000 to \$39,999	7,095	\$875	\$417	\$361	-\$926	-\$1,040
\$40,000 to \$49,999	7,035	\$1,125	\$667	\$611	-\$676	-\$790
\$50,000 to \$59,999	6,425	\$1,375	\$917	\$861	-\$426	-\$540
\$60,000 to \$79,999	11,640	\$1,750	\$1,292	\$1,236	-\$51	-\$165
\$80,000 to \$99,999	9,540	\$2,250	\$1,792	\$1,736	\$449	\$335
\$100,000 and over	26,250	\$3,750	\$3,292	\$3,236	\$1,949	\$1,835

Source: Statistics Canada, 2016 Census.

<sup>7</sup> Based on Market Basket Measure (MBM), which are a measure of overall affordability, scaled by community size. For more information, see Appendix B. Note that MBM is a relatively minimum threshold, and it is currently being reworked by Statistics Canada.

Table 2.4: Cost of Income Thresholds for Housing at or Below 30% Monthly Income (Rental Category) – Central Okanagan

HOUSEHOLD INCOME GROUPS	HOUSEHOLDS	30% OF MONTHLY INCOME (MIDPOINT)	RENTER								
			UNSUBSIDIZED RENTER SHELTER COST		SUBSIDIZED RENTER SHELTER COST		MEDIAN RENTS				
			Median	Average	Median	Average	Total	Bachelor	1 Bedroom	2 Bedroom	3+ Bedroom
		Cost:	\$1,150	\$1,223	\$758	\$825	\$1,075	\$934	\$950	\$1,195	\$1,345
		Income Required:	\$46,000	\$48,920	\$30,320	\$33,000	\$43,000	\$37,360	\$38,000	\$47,800	\$53,800
Under \$10,000	1,980	\$125	-\$1,025	-\$1,098	-\$633	-\$700	-\$950	-\$809	-\$825	-\$1,070	-\$1,220
\$10,000 to \$19,999	4,785	\$375	-\$775	-\$848	-\$383	-\$450	-\$700	-\$559	-\$575	-\$820	-\$970
\$20,000 to \$29,999	6,635	\$625	-\$525	-\$598	-\$133	-\$200	-\$450	-\$309	-\$325	-\$570	-\$720
\$30,000 to \$39,999	7,095	\$875	-\$275	-\$348	\$117	\$50	-\$200	-\$59	-\$75	-\$320	-\$470
\$40,000 to \$49,999	7,035	\$1,125	-\$25	-\$98	\$367	\$300	\$50	\$191	\$175	-\$70	-\$220
\$50,000 to \$59,999	6,425	\$1,375	\$225	\$152	\$617	\$550	\$300	\$441	\$425	\$180	\$30
\$60,000 to \$79,999	11,640	\$1,750	\$600	\$527	\$992	\$925	\$675	\$816	\$800	\$555	\$405
\$80,000 to \$99,999	9,540	\$2,250	\$1,100	\$1,027	\$1,492	\$1,425	\$1,175	\$1,316	\$1,300	\$1,055	\$905
\$100,000 and over	26,250	\$3,750	\$2,600	\$2,527	\$2,992	\$2,925	\$2,675	\$2,816	\$2,800	\$2,555	\$2,405

Source: Statistics Canada, 2016 Census.

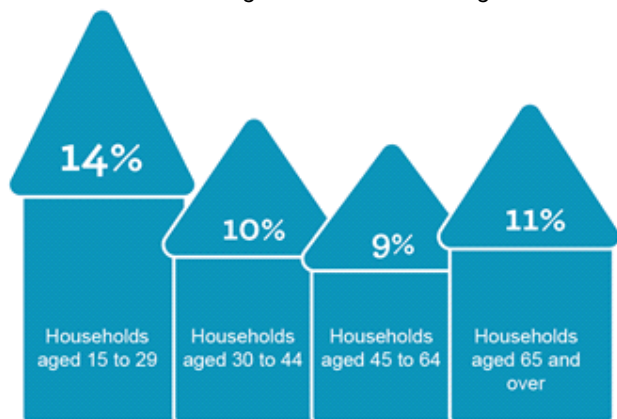
# CORE HOUSING NEED

In the Central Okanagan, there are 81,385 households with 56,995 owner households and 21,700 renter households. Renter households are more likely to be in core housing need than owner households and as a result there are 4,795 renters and 2,640 owners in core housing need in the Central Okanagan.<sup>8</sup> This is slightly lower than the province as a whole, where 14.9% of households in British Columbia are in core housing need while 10.2% of households in the Central Okanagan experience core housing need.

The two segments of the population highest in core housing need are youth aged 15 to 29 and seniors 65 and older.

## Core Housing Need by Age Segment

Figure 2.1: Core Housing Need



It is also worth noting that “elderly poverty is both a social and a fiscal problem that will be exacerbated as higher percentages of populations in developed countries move into the over 65 demographics. Poverty rates among the elderly tend to be highest among women, particularly widows over the age of 75. This is largely due to pension allowances that have traditionally been linked to employment history.”<sup>9</sup>

Table 2.5: Core Housing Need, Rental and Ownership

	Renters	Proportion of Renters	Owners	Proportion of Owners
British Columbia	162,870	29.9%	97,350	8.1%
RDCO	4,795	24.5%	2,640	4.9%

Households Aged 15-29 in Core Housing Needs	Renters	Proportion of Renters	Owners	Proportion of Owners
British Columbia	22,605	22.5%	3,525	8.3%
RDCO	855	18.1%	90	4.1%

Households Aged 65+ in Core Housing Need	Renters	Proportion of Renters	Owners	Proportion of Owners
British Columbia	39,390	42.9%	31,890	8.4%
RDCO	1,345	41.9%	1,055	5.7%

Source: Canadian Rental Housing Index

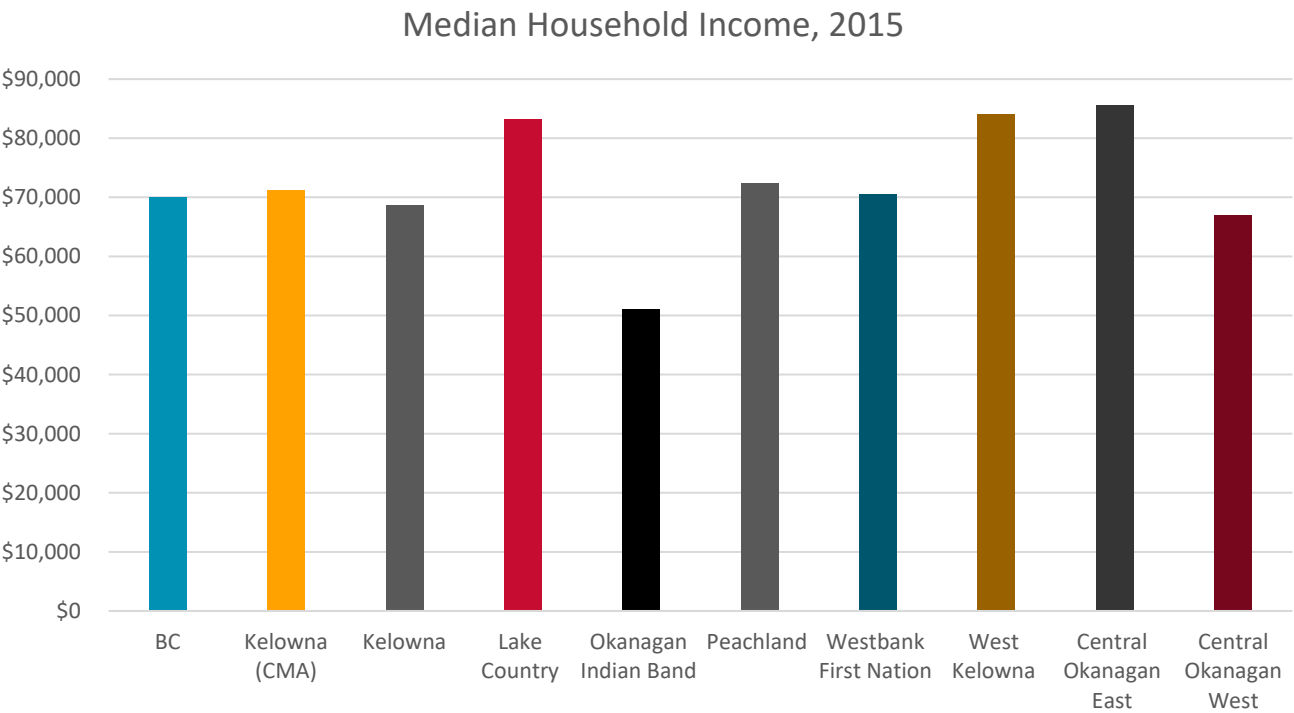
<sup>8</sup> A household is said to be in core housing need if its housing falls below at least one of the adequacy, affordability or suitability, standards and it would have to spend 30% or more of its total before-tax income to pay the median rent of alternative local housing that is acceptable. CMHC

<sup>9</sup> <http://betterathome.ca/wp-content/uploads/Central%20Okanagan%20Better%20at%20Home%20Community%20Developer%20report%20Dec2013.pdf>

INCOME

Understanding income in relation to wellness is an important factor to consider as it relates to a person’s ability to access basic needs outlined in the Market Basket Measure. Median income is the standard measure as it represents exactly the middle income for the cohort in question versus average that divides the total aggregate income of a group by the number of units in that group.

Table 2.6: Median Household Income, 2015



Source: Statistics Canada, 2016 Census.

INCOME SUPPORTS

A number of supports exist in British Columbia designed to provide individuals with income and benefits to help with certain costs. These include: income assistance, persons with a disability assistance, employment insurance, medical leave, maternity and parental leaves. One individual interviewed for this project indicated that accessing financial assistance was one of the toughest things about his experience with poverty. Because he had previously worked for 12 years (and subsequently struggled with addiction) it was difficult to access financial support. He was not eligible for income assistance because he needed to access Employment Insurance. When he tried to access Employment Insurance he was declined. After much frustration and bouncing to and from different agencies, he gave up trying to access those supports.

## 2.2. OPPORTUNITY

Opportunity is critical to breaking the cycle of poverty. Indicators of opportunity include workforce participation, access to education and skills training, economic development measures, and fair wages and working conditions.

### WORKFORCE

The unemployment rate in the Central Okanagan is 7.1%, slightly higher than within BC as a whole at 6.7%. The unemployment rate ranges widely in different parts of the region: lowest in West Kelowna at just over 6% and highest in the Okanagan Indian Band and Central Okanagan West regions at 10% and 16% respectively.

The labour force participation rate<sup>10</sup> is 64% in the Central Okanagan, and ranges from 51% in Peachland to 68% in Lake Country.

Figure 2.2: Unemployment Rates in Central Okanagan

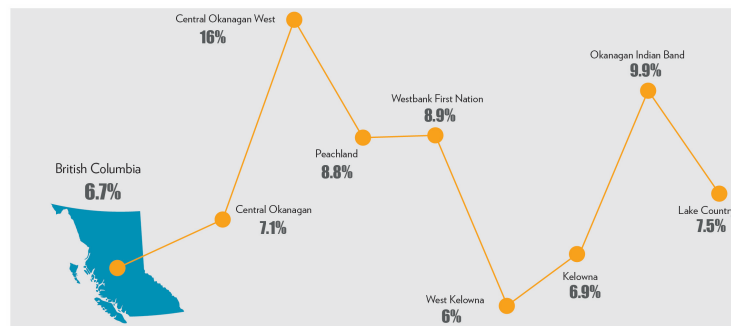
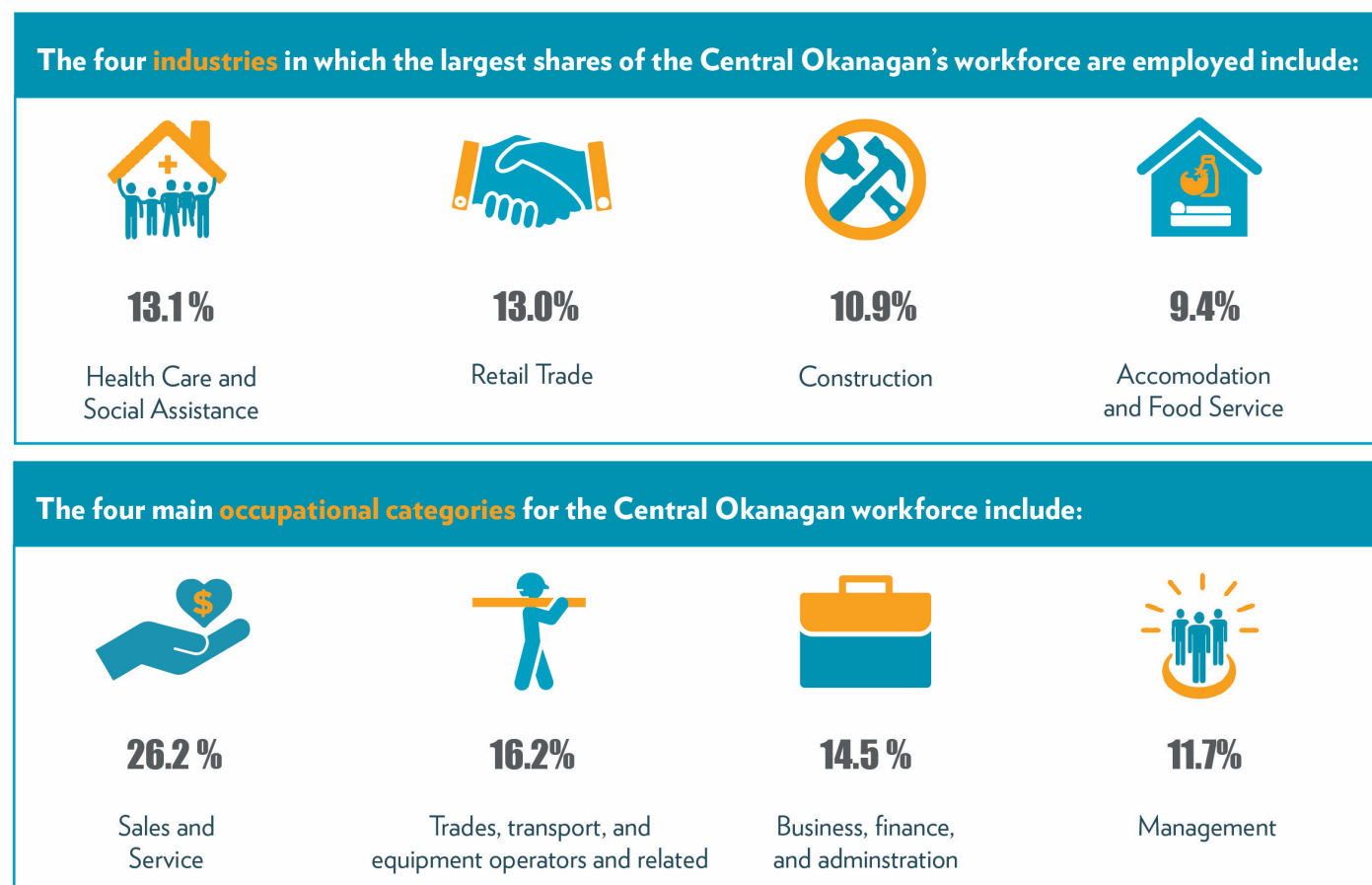


Figure 2.3: Central Okanagan Workforce Industries and Occupational Categories



<sup>10</sup> Labour force participation is the proportion of working age individuals in a community that are employed or actively seeking work but unemployed.  
[https://www.investkelowna.com/application/files/7715/3815/6564/2018\\_Central\\_Okanagan\\_Economic\\_Profile\\_-\\_RSPDF.pdf](https://www.investkelowna.com/application/files/7715/3815/6564/2018_Central_Okanagan_Economic_Profile_-_RSPDF.pdf)

<sup>11</sup> [https://www.investkelowna.com/application/files/7715/3815/6564/2018\\_Central\\_Okanagan\\_Economic\\_Profile\\_-\\_RSPDF.pdf](https://www.investkelowna.com/application/files/7715/3815/6564/2018_Central_Okanagan_Economic_Profile_-_RSPDF.pdf)



EDUCATION

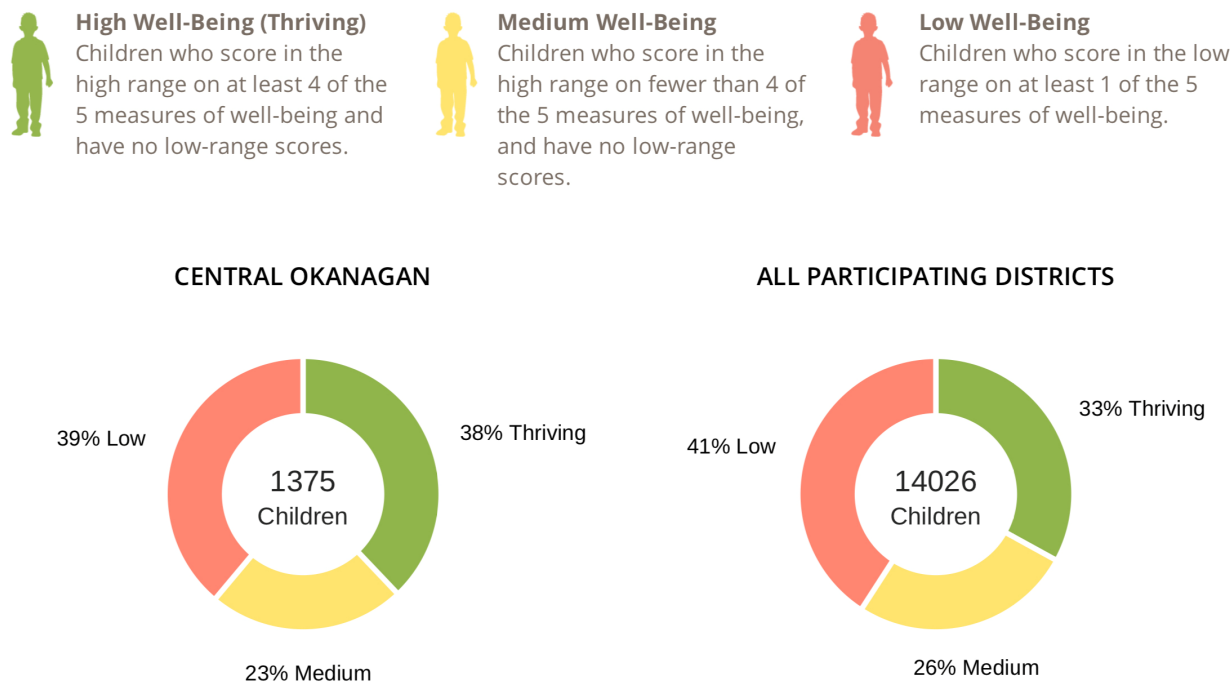
The Central Okanagan has an educated workforce – a higher proportion of residents hold a higher certificate, diploma or degree compared to the rest of British Columbia. The region has two post-secondary institutions – the University of British Columbia’s Okanagan Campus and Okanagan College – which together accommodate more than 16,000 students.

Individuals living in poverty recognise the value of education. One interview participant summed it up by saying: “if only I had an education, I wouldn’t be in this situation”. However, for many experiencing poverty, education is out of reach because of time, money or anxiety. Another interview participant saw no other way out of poverty than accessing education, despite the stress of increased debt: “trying to get out of poverty and doing the right thing, feels like a punishment. If education is out of reach, you will have to fight in different ways, as wages will be lower.” 12

The overall health and well-being of children in their middle years (6 to 12 years) affects their ability to concentrate and learn, develop and maintain friendships, and make thoughtful decisions. It is an important indicator of community wellness and opportunity today, and a predictor of future trends.

The Well-Being Index combines measures that relate to children’s physical, health, social and emotional development. They are: optimism, happiness, self-esteem, absence of sadness, and general health. The Central Okanagan School District is faring better than all of the Districts assessed by the Middle Years Development Instrument, with 38% of the population thriving compared to 33% in other districts. 13

Figure 2.4: Well-Being Index for Central Okanagan School District<sup>14</sup>



<sup>12</sup> Summary document from interviews conducted by CO-EYP for the poverty reduction initiative. Compiled by Menno Salverda. September 2018.

<sup>13</sup> MDI Grade 7, School District 23, Central Okanagan. School District Report 2018-2019. Human Early Learning Partnership UBC. <http://earlylearning.ubc.ca/maps/mdi/nh/sd23/>

<sup>14</sup> MDI Grade 7, School District 23, Central Okanagan. School District Report 2018-2019. Human Early Learning Partnership UBC. <http://earlylearning.ubc.ca/maps/mdi/nh/sd23/>



## ECONOMIC DEVELOPMENT

As the third largest census metropolitan area (CMA) in BC, Kelowna and region contribute to the province's overall growth significantly. As one of the top tech and start-up hubs in Canada, it is estimated that annually there is a \$1.7B economic impact generated in the region. As noted in the Central Okanagan Business Walk 2019 report published by the Central Okanagan Economic Development Commission 78% of businesses in the region are growing, however, with that growth 40.2% of surveyed businesses were experiencing difficulties finding and recruiting staff. Opportunities ranged from entry level (highest need) to skilled or professional positions. Pair this with the number of job postings available in the first half of 2019 and there was an average of 2,100 jobs available in the region each month with the highest availability in sales and service occupations.

The Central Okanagan Economic Development Commission's Moving Forward to 2025 Strategic Plan recognized the existing vibrant economic sectors of manufacturing, agriculture (including viticulture), tourism (including agritourism), animation/film/digital media, health, retail trade and information and communication technology and positioning themselves and the region to support the retention, growth, and attraction of these industries to support economic growth. The Central Okanagan economy demonstrates strong growth, driven in part by an entrepreneurial culture: over 11,000 new businesses have started since 2010.<sup>15</sup>

## YOUTH

Understanding the experiences and opportunities afforded to youth are critical to understanding the overall picture of wellness in a community. Our youth today grow up to be our future workers, parents, community stewards and caretakers. Very little local data is available about youth in the Central Okanagan, so this section draws from national trends, data and reports.

Youth 0-14 make up about 14.2% of the Central Okanagan population and have been steadily increasing over the past decade. However, about 13% of youth aged 24 to 34 are considered low income, with that figure rising to 24% for Aboriginal youth living off reserve, and 29% for youth with a disability.<sup>16</sup> Key challenges faced by youth in Canada include:

- finding a full-time job;
- social exclusion;
- cyberbullying;
- mental health challenges and addiction; and
- higher risk of being obese.<sup>17</sup>

In addition, youth are also disproportionately represented in the homeless population in Canada. About 20% of the homeless population in Canada is comprised of youth between the ages of 13-24. In any given year there are at least 35,000 to 40,000 youth experiencing homelessness.<sup>18 19</sup> While the 0-14 population is expected to continue to grow

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<sup>15</sup> 2018 Central Okanagan Economic Profile.

[https://www.investkelowna.com/application/files/7715/3815/6564/2018\\_Central\\_Okanagan\\_Economic\\_Profile\\_-\\_RSPDF.pdf](https://www.investkelowna.com/application/files/7715/3815/6564/2018_Central_Okanagan_Economic_Profile_-_RSPDF.pdf)[https://www.investkelowna.com/application/files/7715/3815/6564/2018\\_Central\\_Okanagan\\_Economic\\_Profile\\_-\\_RSPDF.pdf](https://www.investkelowna.com/application/files/7715/3815/6564/2018_Central_Okanagan_Economic_Profile_-_RSPDF.pdf)

<sup>16</sup> Statistics Canada, 2016 Census.

<sup>17</sup> A Portrait of Canadian Youth. <https://www150.statcan.gc.ca/n1/pub/11-631-x/11-631-x2018001-eng.htm>

<sup>18</sup> Note youth may be temporarily living in hostels, staying with friends, living in 'squats,' renting cheap rooms in boarding houses or hotels, or actually living on the streets. They may also be living with parents or relatives, while at imminent risk of losing their shelter.

<sup>19</sup> Homeless Hub: <https://www.homelesshub.ca/about-homelessness/population-specific/youth>

over the next six years the 15-24-year-old population is expected to decline. This demonstrates a significant opportunity in the Central Okanagan to invest in programs/initiatives to work and collaborate with youth to appropriately address their needs.<sup>20</sup>

2.3. RECONCILIATION

Government policies have suppressed Indigenous culture, language, economies, and systems of governance have had lasting effects on the health, well-being, and wealth of Indigenous peoples in British Columbia and the Central Okanagan. Ongoing systemic racism continues to be a barrier to opportunity and economic security and need to be tackled collectively.

In the Central Okanagan, the Indigenous population (including First Nations, Metis, and Inuit peoples of Canada) is made up of Westbank First Nation (WFN), Okanagan Indian Band (OKIB) and the urban Indigenous population. Interview participants indicated that being Indigenous is a strike against opportunity. Housing becomes more difficult, they feel judged in the community, and experiences accessing some social services are humiliating because of institutional racism. Children continue to be over-represented in the Ministry of Children and Family Development system, and the Okanagan language remains threatened.

WESTBANK FIRST NATION

WFN has experienced significant growth between 2011 and 2016 (28%), which is more than triple the regional growth in the same time period. There has also been a significant growth in young children. As well, the median total income of all households is significantly lower in WFN (Tsinstikeptum IR9) than for the Central Okanagan as a whole: under \$54,000 compared to just over \$71,000. Urbanisation has negatively impacted community connections – community members are disconnected from friends and family.

OKANAGAN INDIAN BAND

OKIB is the only community in the region that saw a decline of 254 people, or -13.2% between 2011 and 2016. All household types (all households, lone parent households, and one person households) in OKIB fall well below the median total income compared to the region.

Table 2.7: OKIB Median Income

	Median Total Income of Households	Median Total Income of Lone-Parent Household	Median Total Income of One Person Household
Okanagan Indian Band	\$50,987	\$46,976	\$32,480
Regional District of the Central Okanagan (Kelowna CMA)	\$71,127	\$51,824	\$34,955

Source: Statistics Canada, 2016 Census.

URBAN INDIGENOUS POPULATION

<sup>20</sup> Statistics Canada, 2016 Census.

While not all the urban Indigenous population experiences poverty, there are several indicators that point to Indigenous people living off reserve as being significantly overrepresented in complex social challenges within the community. People who identify as Indigenous or having Indigenous ancestry account for 5.5 per cent of Kelowna's population, but 26 per cent of people living without homes (or 1 in 4) identified as Indigenous or as having Indigenous ancestry.<sup>21</sup> Although there is not specific data to identify overdose incidents and deaths in the urban Indigenous population who are non-status, Metis or Inuit peoples, anecdotal evidence from service providers suggests Indigenous people are overrepresented compared to non-Indigenous people in both overdose incidents and deaths in Kelowna.

## INDIGENOUS RESILIENCE

Despite inequities arising from ongoing systemic racism, Indigenous communities remain strong and resilient the culture and people of the Okanagan Nations continue and is a testimony of their ongoing resilience.

The adoption of the Declaration on the Rights of Indigenous Peoples Act in November 2019 by the BC provincial government is a step forward in making a commitment to implement the United Nations Declaration on the Rights of Indigenous Peoples as an accepted framework toward truth and reconciliation in Canada. This commitment by the BC provincial government acknowledges the importance of creating a path forward that "emphasizes Indigenous peoples' rights to live in dignity, to maintain and strengthen Indigenous institutions, cultures, and traditions and to pursue self-determined development, in keeping with Indigenous needs and aspirations."<sup>22,23</sup>

## 2.4. SOCIAL INCLUSION

**"We don't want your sympathy, just your empathy"**

**"We are brothers, sisters, sons and daughters"**

**"People in poverty are just like everybody else"**

- Individuals with lived experience in poverty

## DISCRIMINATION AND STIGMA

Discriminatory attitudes about people experiencing poverty are commonly expressed by those with lived experience in poverty. Stigma leaves them feeling unwelcome in their own community, and over time it erodes confidence, and impacts motivation and belief in their ability to meaningfully contribute to the community.

An individual with lived experience in poverty interviewed for this analysis suggested that it was not very acceptable to be accessing income assistance or disability supports in this community. This person coped by trying not to say anything about his financial or living circumstances unless absolutely necessary to avoid the typical discrimination and stigma. In addition, "receiving supports comes with guilt, shame, stigma and a sense of inferiority. The shame and stigma that

<sup>21</sup> 2018 Point In Time Count,

[https://www.centralokanaganfoundation.org/application/files/9915/2884/5444/COF\\_PIT\\_Report\\_2018\\_FINAL.pdf](https://www.centralokanaganfoundation.org/application/files/9915/2884/5444/COF_PIT_Report_2018_FINAL.pdf)

<sup>22</sup> BC Declaration on the Rights of Indigenous Peoples Act, 2019. <https://www2.gov.bc.ca/gov/content/governments/indigenous-people/new-relationship/united-nations-declaration-on-the-rights-of-indigenous-peoples>

<sup>23</sup> UN Declaration on the Rights of Indigenous Peoples, 2007. [https://www.un.org/esa/socdev/unpfii/documents/DRIPS\\_en.pdf](https://www.un.org/esa/socdev/unpfii/documents/DRIPS_en.pdf)

come from being dependent on ‘help’ often results in people not asking for help at all and avoiding the programs and services aimed to offer support.”

Another individual with lived experience in poverty and homelessness suggested he was not able to get a job in his community (West Kelowna) because he was labelled as a result of living at the shelter. Despite being proactive about finding work, the label attached to him is a significant barrier.

## ISOLATION

People with lived experience in poverty experience significant isolation – not only from the community but also from their friends and family. This is consistently a theme that arises during engagement with people with lived experience, and one that has terrible ongoing impacts on the lives of these individuals. People with lived experience often feel like they are alone in their struggles – one individual stated that as a result of experiencing marginalized circumstances, “we tend to isolate and don’t want to be a burden, this thinking tends to leave us alone and feeling alone”. It contributes to people avoiding asking for help and support as a result of their label. Although professionals, providers and funders have the best intentions, they may not always be aware of the impacts of isolation on the individuals seeking supports.<sup>24</sup>

Another individual shared that once he became homeless, he lost contact with friends and family, which made the experiences of discrimination and stigma in the community much more challenging to deal with.

## CONTRIBUTING TO COMMUNITY

Everyone wants to feel like they belong and contribute to their community. Often this is not the case for individuals experiencing poverty. An individual with lived experience of poverty and homelessness indicated their discomfort with accessing emergency and transitional housing and other services. This person indicated that it made them feel useless, as if they weren’t contributing to the community. They said this feeling perpetuated ongoing low self-esteem.

One individual with lived experience of poverty shared he just wanted to be treated like anyone else. He asked that others hear his experiences with an open mind and try to understand.

## 2.5. OTHER KEY INDICATORS OF WELLNESS AND POVERTY

In addition to the four guiding principles from the TogetherBC strategy described in the previous section, there are a number of other indicators of poverty that offer clues to the state of wellness in the Central Okanagan. Data specific to these indicators for the region is limited and requires further discussion with community partners such as with the Central Okanagan Food Bank, BC Transit, local governments, Interior Health, Ministry of Children and Family Development, and Childhood Connections: Okanagan Family and Childcare Society.

## FOOD SECURITY

Food Security is a complex term without a single definition. The BC Centre for Disease Control outlines the goals of food security as follows: increasing the physical, social and economic access to nutritious, safe, personally and culturally acceptable food with a focus on increasing availability of healthy food produced in a sustainable manner.<sup>25</sup> Food Security encompasses two different elements:

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<sup>24</sup> Summary document from interviews conducted by CO-EYP for the poverty reduction initiative. Compiled by Menno Salverda. September 2018.

<sup>25</sup> BC Centre for Disease Control Food Access and Security - <http://www.bccdc.ca/health-info/prevention-public-health/food-access-security>

Household Food Insecurity - The primary cause of household food insecurity is due to the inadequate or insecure access to food due to financial constraints.

Food System - A food system is understood as the production, harvesting, processing, distribution, consumption and waste management of food

The challenges identified related to wellness and poverty in this analysis primarily relate to household food insecurity:

Individuals with lived experience in poverty have indicated that accessing supports for food is one of the least challenging basic necessities to acquire. However, one participant shared that accessing food was difficult in the winter because it required a trip to the food bank, whereas in the summer there is food growing outside that can be accessed.

Those on social assistance, those living with a disability and the working poor represent the three main populations that regularly access the food banks in the region.

The Central Okanagan Food Bank shared that as more people access housing with supports, there is an associated increase in demand for their services. Before people have secure housing, there are often significant meal programs (sometimes 3 meals a day) that people with homes access. This changes once individuals or families access housing and creates knock on demand for affordable groceries.

## TRANSPORTATION

Transportation is a critical service for the seniors population. In smaller centres like Lake Country and Peachland, access to services is challenging because of limited public transit and limited capacity of social serving organisations in offering rides and transport. Many people experiencing poverty do not have a car, and daily tasks become more challenging and can take longer as a result. For those who work odd and irregular hours, there are often long travel times due to limited transit schedules. One participant shared: "I have to ride the bus to drop my child off at daycare, then ride the bus back to my job, and this is repeated after work; I spend 13 hours on the bus a week for preschool for three hours of child care a day." For individuals with complex health needs requiring access to mental health, addiction or other services in Kelowna, transportation is a key barrier, particularly for those living outside of Kelowna.

## HEALTH

When it comes to chronic disease prevalence, the three main illnesses in the Central Okanagan are mood and anxiety disorders (34%), depression (30%), and asthma (13%).

## CHILD AND YOUTH DEVELOPMENT

"Economically, children in the Interior Health Area are more vulnerable than the provincial average; a higher proportion of young children are in low income families (20.3 % vs 18.5%) and a higher proportion of children access food banks (4.6% vs 3.8%). Economic stress is one of the most significant negative factors in healthy childhood development."<sup>26</sup> About 27% of kindergarten aged children in the Central Okanagan are vulnerable in one or more domain(s) according to the Early Development Instrument (EDI).<sup>27</sup>

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<sup>26</sup> <https://www.interiorhealth.ca/AboutUs/Leadership/MHO/Documents/Child%20Health%20Report.pdf>

<sup>27</sup> <https://www.interiorhealth.ca/AboutUs/QuickFacts/PopulationLocalAreaProfiles/Documents/Central%20Okanagan%20LHA.pdf>

“Youth in IH [Interior Health] are more likely than the provincial average to report the presence of a caring adult in their lives and regular engagement in vigorous physical activity. IH youth are equally likely to report good/excellent mental health but are slightly less likely to report a healthy weight compared to their provincial counterparts.”<sup>28</sup>

## CHILD CARE

Access to, and the cost of child care negatively impact individuals experiencing poverty. Aligning work schedules with regular child care hours is difficult, especially for those working in retail or customer service roles. Single mothers are disproportionately impacted by these challenges. Many people cannot rely on professional child care as it lacks flexibility, and therefore must draw on their social network. Work is underway to develop an understanding of the needs for child care in the Central Okanagan and will be complete by Spring 2020.

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<sup>28</sup> <https://www.interiorhealth.ca/AboutUs/Leadership/MHO/Documents/Child%20Health%20Report.pdf>

### 3. COMMUNITY PROFILES

This section offers a snapshot of the different communities in the Central Okanagan and explores changes in population growth, low-income rates, indicators of housing affordability and other insights gleaned from interviews with service providers and people with lived experience in poverty. Each community is unique and may require different approaches or focus areas to fostering wellness. The data is intended to support such decision making.

#### 3.1. PEACHLAND

The District of Peachland is a community of about 4,698 people.<sup>29</sup> It is located on eleven kilometres of Okanagan lakefront between Kelowna and Penticton. While located at the centre of the Okanagan Valley, Peachland is near agri-tourism activities, hiking, cross-country skiing, and wineries.<sup>30</sup> Proximity to nature and having access to outdoor activities is characteristic of communities throughout the region.

##### KEY HIGHLIGHTS

- Peachland has experienced a lower population growth than other municipalities in the region (20%) between 1996 and 2016.
- It has experienced 130% increase in 85+ age group between 2001 and 2016, 52% increase in 65-84 age group over the same period, a 17% decrease in 0-14 age group, and only a 4% increase in 15-24 age group (2001-2016).
- Rapidly increasing median age (49.1-57.3 from 2001-2016).
- 5% of individuals in Peachland (for whom the relevant low-income concepts are applicable) are low income (LICO-AT). Low-income rates (LICO-AT) are lower in Peachland than in either the RDCO generally or BC for all age groups.
- The unemployment rate in Peachland is 8.8%, higher than the Central Okanagan (at 7.1%).
- Housing affordability for renters in the community is a challenge; about 49% of renters spend 30% or more of pre-tax income on rent plus utilities.
- 114 households receive support from BC Housing to live in Independent Social Housing and 45 households receive rental assistance but rent within the private market.
- Seniors living on fixed incomes (OPP, CPP) are most affected by housing costs; many are spending at least 50% of their fixed income on shelter which does not leave very much for food, transportation and other basic necessities.<sup>31</sup>
- Services most in need for seniors in Peachland are transportation and light housekeeping. For many seniors who struggle with basic necessities, they lack access to these important services.<sup>32</sup>

<sup>29</sup> <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/details/page.cfm?Lang=E&Geo1=POPC&Code1=1563&Geo2=PR&Code2=59&SearchText=Peachland&SearchType=Begin&SearchPR=01&B1=All&GeoLevel=PR&GeoCode=1563&TABID=1&type=0>

<sup>30</sup> <https://www.peachland.ca/>

<sup>31</sup> Service provider interview.

<sup>32</sup> Service provider interview.

Table 3.1: Peachland Median Income, Housing Affordability and Housing Continuum Data

	Median total income of Households	Median total income of lone-parent Household	Median total income of One Person Household
Peachland	\$71,872	\$46,336	\$36,224

Source: Statistics Canada, 2016 Census.

Housing affordability for renter	Total tenant household in non-farm, non-reserve private dwellings - 25% of sample data	30% or More	Proportion of households spending over 50% of income on rent plus utilities (All income groups)
Peachland	345	48.50%	N/A

Source: Statistics Canada, 2016 Census.

	Emergency Shelter & Housing for the Homeless	Transitional Supportive & Assisted Living	Independent Social Housing	Rent Assistance in the Private Market	Homeownership
Peachland	N/A	N/A	114	45	1,850

Source: Housing Continuum, Central Okanagan Regional District & Communities by BC Housing (as of 31 March 2019)

## 3.2. WEST KELOWNA

As the fourth most populous municipality in the Okanagan Valley, West Kelowna is a community of about 32,655 people. It is located on the western hillsides of Okanagan Lake in the Southern Interior region. West Kelowna also serves as a gateway to the Okanagan from Vancouver Island, Fraser Valley, the US Pacific Northwest, and the Lower Mainland.

### KEY HIGHLIGHTS

- Population growth unavailable between 1996 and 2016, but saw 5.7% growth between 2011 and 2016, lower than Kelowna's (8.6%) and the Regional District's (8.4%) in the same timeframe.
- Over the period for which data is available (2011-2016) median age increased from 43.5 to 45.2.
- 6% of individuals in West Kelowna (for whom the relevant low-income concepts are applicable) are low income (LICO-AT).
- Low-income rates (LICO-AT) are lower in West Kelowna than in either the RDCO generally or BC for all age groups.
- The unemployment rate is lower than the region at 6.4%.
- 42% of renters spend 30% or more of pre-tax income on rent plus utilities, while 18% of renters spend 50% or more of pre-tax income on rent plus utilities.
- BC Housing is supporting a total of 343 households with shelter costs across the housing continuum.
- Individuals experiencing poverty who have complex health needs struggle to access health services, many of which require transportation into Kelowna. This is identified as a barrier for accessing addictions treatments and supports (methadone or suboxone, for example).<sup>33</sup>

<sup>33</sup> Interview with individual with lived experience in poverty.



Table 3.2: West Kelowna Median Income, Housing Affordability and Housing Continuum Data

	Median total income of Households	Median total income of lone-parent Household	Median total income of One Person Household
West Kelowna	\$83,942	\$55,595	\$37,094

Source: Statistics Canada, 2016 Census.

	Emergency Shelter & Housing for the Homeless	Transitional Supportive & Assisted Living	Independent Social Housing	Rent Assistance in the Private Market	Homeownership
West Kelowna		64	123	154	32

Source: Housing Continuum, Central Okanagan Regional District & Communities by BC Housing (as of 31 March 2019)

	Total tenant household in non-farm, non-reserve private dwellings - 25% of sample data	30% or More	Proportion of households spending over 50% of income on rent plus utilities (All income groups)
West Kelowna	2,005	41.90%	18%

Source: Statistics Canada, 2016 Census. Canadian Rental Housing Index Community Profiles.

### 3.3. WESTBANK FIRST NATION

Westbank First Nation is home to more than 9,000 people. It is a community of approximately 850 Members, most of whom reside on reserve along with more than 9,000 non-Member residents. Westbank First Nation is made up of five reserves that total an approximate 5,340 acres. Tsinstikeptum 9 and 10 are in close proximity to the City of Kelowna. It is worth noting that “all persons residing or conducting business on reserve are subject to Westbank First Nation Laws.”<sup>34</sup>

#### KEY HIGHLIGHTS

- Significant growth between 2011 and 2016 at 27.9%, more than triple regional growth in the same time period
- Highest growth in older age groups (especially 85+ in Tsinstikeptum 9, and 65-84 in Tsinstikeptum 10) (2001-2016).
- Relatively low growth in younger age groups, compared to overall community growth. Rapidly increasing median ages (2001-2016).
- Information is unavailable for Tsinstikeptum IR9 and IR10 for low-income measures (LICO-AT).
- The unemployment rate is 8.9% which is higher than both the regional and provincial rates.
- Information is unavailable for the percentage of renters who spend 30% or 50% of pre-tax income on rent plus utilities.

<sup>34</sup> <https://www.wfn.ca/our-community/about-westbank-first-nation.htm>

Table 3.3: WFN Median Income and Housing Continuum Data

	Median total income of Households	Median total income of lone-parent Household	Median total income of One Person Household
Westbank First Nation (Tsinstikeptum IR9)	\$53,742	\$45,696	\$33,301
Westbank First Nation (Tsinstikeptum IR10)	\$77,227	\$66,304	\$33,536

	Emergency Shelter & Housing for the Homeless	Transitional Supportive & Assisted Living	Independent Social Housing	Rent Assistance in the Private Market	Homeownership
Westbank First Nation	N/A	N/A	N/A	28	5

Source: Housing Continuum, Central Okanagan Regional District & Communities by BC Housing (as of 31 March 2019)

### 3.4. KELOWNA

The City of Kelowna is in the south-central region of British Columbia along Okanagan Lake in the Okanagan Valley. It is a community of about 127,380.<sup>35</sup> As the largest community in the Valley, it is also the business, transportation, and service hub of the area.<sup>36</sup>

#### KEY HIGHLIGHTS

- Considerable growth between 1996 and 2016 (42.4%), with 8.6% growth between 2011 and 2016.
- Highest growth in 85+ age group, low growth in youngest age group, relatively balance otherwise (2001-2016). Median age increased from 40.6 to 43.8 from 2001 to 2016.
- Kelowna has slightly higher rates of low-income (LICO-AT) at 9% (for whom the relevant low-income concepts are applicable) than the RDCO, though lower than those of the Province.
- The unemployment rate is 6.9% which is just slightly lower than the region as a whole.
- 47% of renters spend 30% or more of pre-tax income on rent plus utilities, while 21% of renters spend 50% or more of pre-tax income on rent plus utilities.
- BC Housing is supporting a total of 3,614 households with shelter costs across the housing continuum.
- In 2018, the City of Kelowna released a comprehensive analysis of housing affordability in the community.<sup>37</sup>
  - Income is not keeping pace with housing costs, and this trend is set to continue. Between 2001 and 2016 there was an 83% increase in income and a 180% increase in housing house price.
  - There is a limited supply and high demand for purpose built rental housing (0.6% rental housing vacancy rate).
  - 506 people experience homelessness.

<sup>35</sup> <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/details/page.cfm?Lang=E&Geo1=CSD&Code1=5935010&Geo2=PR&Code2=59&SearchText=Kelowna&SearchType=Begin&SearchPR=01&B1=All&GeoLevel=PR&GeoCode=5935010&TABID=1&type=0>

<sup>36</sup> <https://www.tourismkelowna.com/plan/about-kelowna/>

<sup>37</sup> City of Kelowna, Housing Needs Assessment (October 2017). <https://kelownapublishing.escrimemeetings.com/filestream.ashx?DocumentId=9446>

Table 3.4: Kelowna Median Income, Housing Affordability and Housing Continuum Data

	Median total income of Households	Median total income of lone-parent Household	Median total income of One Person Household
Kelowna	\$68,627	\$51,599	\$34,836

Source: Statistics Canada, 2016 Census.

	Total tenant household in non-farm, non-reserve private dwellings - 25% of sample data	30% or More	Proportion of households spending over 50% of income on rent plus utilities (All income groups)
Kelowna	17,155	46.95%	21%

Source: Statistics Canada, 2016 Census.

	Emergency Shelter & Housing for the Homeless	Transitional Supportive & Assisted Living	Independent Social Housing	Rent Assistance in the Private Market	Homeownership
Kelowna	620	356	1,220	1,308	110

Source: Housing Continuum, Central Okanagan Regional District & Communities by BC Housing (as of 31 March 2019)

### 3.5. LAKE COUNTRY

Lake Country is a community of approximately 12,922 people.<sup>38</sup> It is located in the Okanagan Valley between Kelowna and Vernon. It was the fastest growing municipality in BC in 2014 and was awarded the Small Business Roundtable's Open for Business Award in 2016. As with other communities in the Valley, Lake Country is in close proximity to outdoor activities.<sup>39</sup>

#### KEY HIGHLIGHTS

- Growth rate comparable to regional growth between 1996 and 2016 (43.5%), and a higher growth rate between 2011 and 2016 (10.4%).
- Extremely high growth in oldest age group (85+) through the 2001-2016 period; this age group grew by 153%. Relatively high growth also in 65-84 age group (2001-2016). Despite this, relatively slight change in median age (40.5-44.7, 2001-2016).
- 5% of individuals in Lake Country (for whom the relevant low-income concepts are applicable) are low income (LICO-AT). Low-income rates (LICO-AT) are lower in Lake Country than in either the RDCO generally or BC for all age groups. Lake Country has the lowest low-income (LICO-AT) rates of any of the CSDs for which information is available in the RDCO.
- The unemployment rate 7.5%, slightly higher than the region as a whole.
- 39% of renters spend 30% or more of pre-tax income on rent plus utilities, while 14% of renters spend 50% or more of pre-tax income on rent plus utilities.
- BC Housing is supporting a total of 192 households with shelter costs across the housing continuum.

<sup>38</sup> <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/prof/details/page.cfm?Lang=E&Geo1=CSD&Code1=5935016&Geo2=PR&Code2=59&SearchText=Lake%20Country&SearchType=Begin&SearchPR=01&B1=All&GeoLevel=PR&GeoCode=5935016&TABID=1&type=0>

<sup>39</sup> <https://www.lakecountry.bc.ca/en/living-in-our-community/about-lake-country.aspx>

Table 3.5: Lake Country Median Income, Housing Affordability and Housing Continuum Data

	Median total income of Households	Median total income of lone-parent Household	Median total income of One Person Household
Lake Country	\$83,243	\$54,016	\$36,122

Source: Statistics Canada, 2016 Census.

	Total tenant household in non-farm, non-reserve private dwellings - 25% of sample data	30% or More	Proportion of households spending over 50% of income on rent plus utilities (All income groups)
Lake Country	1,105	38.90%	14%

Source: Statistics Canada, 2016 Census.

	Emergency Shelter & Housing for the Homeless	Transitional Supportive & Assisted Living	Independent Social Housing	Rent Assistance in the Private Market	Homeownership
Lake Country	N/A	30	92	55	15

Source: Housing Continuum, Central Okanagan Regional District & Communities by BC Housing (as of 31 March 2019)

### 3.6. OKANAGAN INDIAN BAND

The Okanagan Indian Band is a community located in the northern Okanagan Valley. It is a member of the Okanagan Nation Alliance. The Okanagan Nation Alliance has eight-member Band communities, which also include Westbank First Nation, Lower Similkameen Indian Band, Upper Similkameen Indian Band, Osoyoos Indian Band, Upper Nicola Band, Penticton Indian Band and the Colville Confederated Tribes.

#### KEY HIGHLIGHTS

- This is the only community that saw a decline of 253 people, or -13.2% between 2011 and 2016.
- The unemployment rate is 9.9%, which is quite a bit higher than the region as a whole.
- Information is unavailable for low-income measures (LICO-AT).
- Information is unavailable for the percentage of renters who spend 30% or 50% of pre-tax income on rent plus utilities.
- Information is unavailable for the number of households supported across the housing continuum by BC Housing.

Table 3.6: OKIB Median Income and Housing Continuum Data

	Median total income of Households	Median total income of lone-parent Household	Median total income of One Person Household
Okanagan Indian Band	\$50,987	\$46,976	\$32,480

	Total tenant household in non-farm, non-reserve private dwellings - 25% of sample data	30% or More	Proportion of households spending over 50% of income on rent plus utilities (All income groups)
Okanagan Indian Band (Duck Lake 7)	0	0	

Source: Statistics Canada, 2016 Census.





# 4. PRIORITY AREAS FOR STRATEGY AND ACTION

One of the outcomes of the Community Wellness Analysis is to utilize a data and evidence-based approach to formulate priority areas that guide the focus of a Regional Strategy and associated action. It is important that data is not an end point; rather it should be the first step in a process that seeks to mobilize and activate broad community participation in creating meaningful action and outcomes for community wellness.

Central Okanagan local governments, Indigenous, and community partners began to make sense of the data, identify priorities, and generate buy in to complete a regional Wellness Strategy in 2020.

## 4.1. KEY PRIORITIES

The following are key priorities were identified to help inform the scope and process used to develop the Regional Wellness Analysis:

	<b>Upstream Focus</b>	Focus on root causes and upstream measures in addition to acute issues/solutions.
	<b>Community Activation During Strategy Development</b>	<p>Undertake a Regional Wellness Strategy process that activates community from the start. Partners are less interested in starting a 20+ month strategy process, and instead in starting a strategy process that begins to build capacity and interest with community partners, lived experience and citizens at the outset.</p> <p><b>Opportunity:</b> The Strategy can become a catalyst for action instead of a drain on resources and energy.</p>
	<b>Reconciliation</b>	<p>Systemic and ongoing racism is present in all of the areas of analysis undertaken for this Wellness Analysis. For this reason, it is critical that the subsequent Regional Wellness Strategy prioritize understanding and activate meaningful reconciliation priorities to support Indigenous people and communities to thrive.</p> <p><b>Opportunity:</b> Wellness Strategy can support an integrated, systems lens to wellness that reflects Indigenous world views and meaningfully embeds reconciliation.</p>
	<b>Youth Poverty and Wellness</b>	<p>Gaining a clearer regional understanding of key issues impacting youth is seen as a priority as there is a critical data gap about youth in the region. At a systems level, there is a lack of understanding of how the various youth service systems interact to support or detract from wellness. Additionally, there has been a gap in engaging with youth on these issues</p> <p><b>Opportunity:</b> Ensure the Wellness Strategy process meaningfully engages youth in the process supporting their knowledge and understanding to the issues they face.</p>



## Regional Housing and Homelessness

Building on the work of the RDCO Regional Housing Needs Assessment, City of Kelowna Healthy Housing Strategy, Journey Home and the work of other local government and Indigenous partners, there is an opportunity to align priorities and actions on housing affordability, accessibility and homelessness within the regional context. This is important when individual jurisdictions advocate to senior levels of government. It is also important to share learning and resources across the region to effectively leverage and build on the assets that exist already. Key priority areas from a regional context include Indigenous homelessness and housing, youth, and seniors.

**Opportunity:** Align priorities and actions on housing affordability, accessibility and homelessness within the region and share learning and resources across the region to effectively leverage and build on the assets that already exist



## Transportation

Getting around the Central Okanagan is can be challenging for all populations, however, it plays an important role in supporting solutions for other poverty indicators, including youth, housing and isolation. There is significant transportation work occurring in the region through the Regional Transportation Master Plan, the Sustainable Transportation Partnership of the Central Okanagan, and others. Through these initiatives, however, there has been little focus on how transportation contributes to supporting or detracting from wellness, particularly for those experiencing vulnerable circumstances.

**Opportunity:** Establish partnerships with transportation planning groups to align priorities and share knowledge related to the possibilities of alleviating poverty through access to public transportation options throughout the region.



## Isolation and Inclusion

Isolation is a significant barrier to wellness for all populations. It is consistently one of the top barriers for people with lived experience – whether they are trying to access help and supports, move into employment, or move forward in their healing journey. Affecting change in isolation and improving inclusion has much to do with stigma and discrimination – how individuals in marginalized and challenging circumstances are viewed and treated by their community.

**Opportunity:** Investigate the causes of social isolation in the region through community engagement to better understand the actions that can be taken to reduce the causes and support reducing stigma and discrimination experienced by people.



## Child Development and Care

Many of the upstream tactics to impact the priority areas above might relate back to our system of care and development in children. For these reasons it is a critical priority area for the region. There is work ongoing to understand the needs of child care in the Central Okanagan; subsequent work in a Regional Wellness Strategy can build on the collaborative work underway.

**Opportunity:** Align child development and care actions with the work of the Central Okanagan Child Care Action Planning Committee and strength the partnership to leverage regional funding to support the growth of child care in the region.

### 4.2. NEXT STEPS

The next steps to move from the data and analysis phase to the development of a Strategy are as follows:

1. Begin to scope the process for the development of a Central Okanagan Community Wellness Strategy.
2. Finalise Wellness Analysis and arrange to present the findings to each of the partner local governments, Westbank First Nation, and Okanagan Indian Band leadership/Council.
3. Clearly outline the involvement terms for each partner organisation, the resources required from each, and the expectations for the process going forward.
4. Prepare final report for the Vancouver Foundation Grant, to set the stage for the next round of funding.
5. Apply for funding to complete the Regional Wellness Strategy:
  - a. Vancouver Foundation
  - b. BC Government Poverty Reduction Strategy Development Grant for local governments (grants due early February 2020).

# APPENDIX A

## Poverty Indicators

The Official Poverty Line for Canada encompasses 12 indicators used to track progress towards poverty reduction in Canadian households:<sup>40</sup>

### Dignity

1. Deep Income Poverty (persons with income below 75% of Canada's Official Poverty Line)
2. Unmet housing needs and chronic homelessness
3. Unmet health needs (persons reporting 12 years and older reporting not receiving health care when they felt they needed it)
4. Food insecurity

### Opportunity & Inclusion

5. Relative low income (households who had less than half the the median after tax income)
6. Bottom 40% income share (percentage of total after tax income that went to the bottom 40% of the income distribution)
7. Youth engagement (persons aged 15-24 who were not in employment education or training)
8. Literacy and numeracy

### Resilience & Security

9. Median hourly wage
10. Average poverty gap (for those living below the poverty line, the poverty gap ratio is the amount that the person's family disposable income is below the poverty line, expressed as a percentage of the poverty line)
11. Asset resilience (persons who had enough savings to maintain well-being for three months)
12. Poverty entrance and exit rates

## SNAPSHOT OF POVERTY AT THE NATIONAL LEVEL

'Canada's Poverty Reduction Strategy' introduced the Official Poverty Line for Canada along with the Dashboard of 12 Indicators to track poverty reduction progress in Canadian households.<sup>41</sup>

Data shows that Canada's official poverty rate has decreased from 12.1% in 2015 to 9.5% in 2017.

In 2016, 12.7% of Canadian households experienced housing need.<sup>42</sup>

From 2011 to 2012, 8.35% of households were food insecure.

In 2017, 9% of Canadian youth (15-24) were not in employment, education or training.<sup>43</sup>

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<sup>40</sup> <https://www150.statcan.gc.ca/n1/pub/11-627-m/11-627-m2019053-eng.htm>

<sup>41</sup> <https://www150.statcan.gc.ca/n1/pub/11-627-m/11-627-m2019053-eng.htm>

<sup>42</sup> <https://www150.statcan.gc.ca/n1/pub/11-627-m/11-627-m2019053-eng.htm>

<sup>43</sup> <https://www150.statcan.gc.ca/n1/pub/11-627-m/11-627-m2019053-eng.htm>



In 2015-2016, approximately 840,000 or 3.9% of Canadians, entered poverty. Conversely, approximately 1.1 million, or 27.6% of low-income Canadians, left poverty.<sup>44</sup>

When the Human Development Index (HDI) was applied to Indigenous peoples only, Canada placed 63rd out of 185 countries, a significant drop from its eighth-place ranking, where it had placed (2016).<sup>45</sup>

Canadians visited food banks 1.1 million times in March 2018.<sup>46</sup>

Children represent 35.2% of those using food banks, even though they only represent 20% of the population.<sup>47</sup>

Single adult households represent 45.1% of those accessing food banks.<sup>48</sup>

59% of people accessing food banks are on social assistance or disability-related supports.<sup>49</sup>

## SNAPSHOT OF POVERTY AT THE PROVINCIAL LEVEL

According to the BC Poverty Reduction Coalition, the cost to the Provincial Government for not addressing issues of poverty is estimated at \$8-9 billion annually. In contrast, the cost of a comprehensive Provincial poverty reduction plan is estimated at \$3-4 billion annually.<sup>50</sup>

14.8% of the Provincial population (678,000 British Columbians), live in poverty according to the Market Basket Measure.<sup>51</sup>

BC has maintained the highest rate of child poverty in the nation for over a decade and its current child poverty rate is 1 in 5.<sup>52</sup>

The poverty rate for children in single mother-led households in BC is 49%.<sup>53</sup>

Those on social assistance, those living with a disability and the working poor represent the three main populations that regularly access the food banks in the region.<sup>54</sup>

## SNAPSHOT OF POVERTY AT THE REGIONAL LEVEL

Based on the data available for the Central Okanagan, an attempt was made to compare the Central Okanagan to the Canadian data used to calculate the Official Poverty Line. Data was available for three indicators that allow a reasonable direct comparison:

Deep Income Poverty (persons with income below 75% of Canada's Official Poverty Line)

Unmet housing needs and homelessness

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<sup>44</sup> <https://www150.statcan.gc.ca/n1/pub/11-627-m/11-627-m2019052-eng.htm>

<sup>45</sup> [https://www.bcaafc.com/images/PDF/BCAAFC\\_Poverty\\_Reduction\\_Consultation\\_2018.pdf](https://www.bcaafc.com/images/PDF/BCAAFC_Poverty_Reduction_Consultation_2018.pdf)

<sup>46</sup> [https://hungercount.foodbankscanada.ca/wp-content/uploads/2019/02/HungerCount2018\\_p.pdf](https://hungercount.foodbankscanada.ca/wp-content/uploads/2019/02/HungerCount2018_p.pdf)

<sup>47</sup> [https://hungercount.foodbankscanada.ca/wp-content/uploads/2019/02/HungerCount2018\\_p.pdf](https://hungercount.foodbankscanada.ca/wp-content/uploads/2019/02/HungerCount2018_p.pdf)

<sup>48</sup> [https://hungercount.foodbankscanada.ca/wp-content/uploads/2019/02/HungerCount2018\\_p.pdf](https://hungercount.foodbankscanada.ca/wp-content/uploads/2019/02/HungerCount2018_p.pdf)

<sup>49</sup> [https://hungercount.foodbankscanada.ca/wp-content/uploads/2019/02/HungerCount2018\\_p.pdf](https://hungercount.foodbankscanada.ca/wp-content/uploads/2019/02/HungerCount2018_p.pdf)

<sup>50</sup> <https://www.westkelownacity.ca/en/building-business-and-development/resources/Documents/Emerging-Social-Issues-in-West-Kelowna-Final.pdf>

<sup>51</sup> <https://www.westkelownacity.ca/en/building-business-and-development/resources/Documents/Emerging-Social-Issues-in-West-Kelowna-Final.pdf>

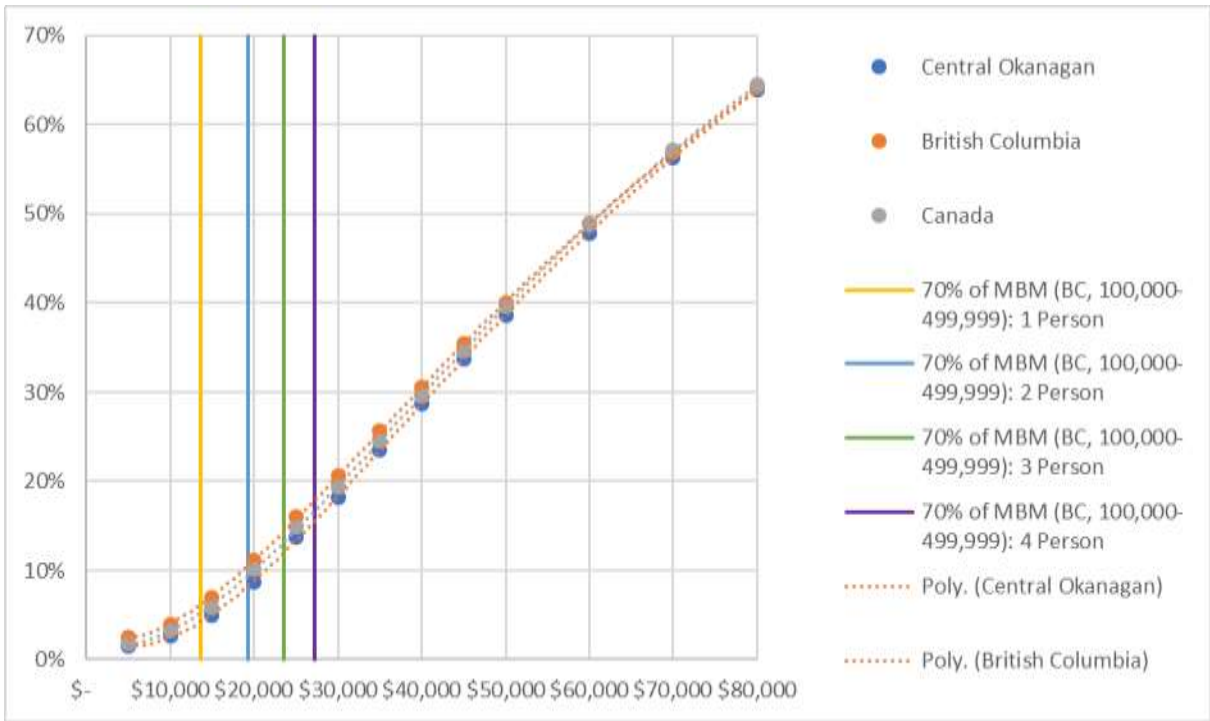
<sup>52</sup> <https://www.westkelownacity.ca/en/building-business-and-development/resources/Documents/Emerging-Social-Issues-in-West-Kelowna-Final.pdf>

<sup>53</sup> [https://www.bcaafc.com/images/PDF/BCAAFC\\_Poverty\\_Reduction\\_Consultation\\_2018.pdf](https://www.bcaafc.com/images/PDF/BCAAFC_Poverty_Reduction_Consultation_2018.pdf)

<sup>54</sup> Central Okanagan Food Bank. <https://cofoodbank.com/client-services/client-services-westside/>. Retrieved January 3rd, 2018

Relative low income (households who had less than half the the median after tax income)

Figure A.1: Deep Income Poverty



Source: Statistics Canada, 2016 Census.

- The Central Okanagan generally has a lower proportion of households below any of the given poverty thresholds (for various family sizes), as compared to BC and Canada. However, the income thresholds in relatively urban areas (like the Central Okanagan) may be higher than other income thresholds which would apply to various communities in BC and Canada. Finally, this analysis also does not include a comparison on the types or sizes of households/families and how they correspond to incomes in the various regions. It is difficult to say overall how the Central Okanagan would compare against the BC and Canada numbers, however it is likely that the proportion of families with incomes below 70% of the poverty line is similar in the Central Okanagan to BC and Canada.<sup>5556</sup>

10.2% of households in the Central Okanagan were in Core Housing Need in 2016.<sup>57</sup>

At least 18.3% of households in the Central Okanagan have an after-tax income less than half the median after tax household income.<sup>58</sup>

<sup>55</sup> Due to limitations in the available data, households and economic families are treated as broadly interchangeable in this analysis. Strictly speaking, the MBM thresholds pertain to economic families, as defined in the Census Dictionary.

<sup>56</sup> This figure is derived from data on household income distributions after tax, and MBM threshold data.

<sup>57</sup> <https://www12.statcan.gc.ca/census-recensement/2016/dp-pd/chn-biml/index-eng.cfm>

<sup>58</sup> Census Community Profile 2016

## Appendix B

### Data and Analysis of Poverty in the Central Okanagan

#### GEOGRAPHY AND DATA WITHIN CENTRAL OKANAGAN

There are several different types of geographies that are considered in this analysis. The Regional District of the Central Okanagan (RDCO) encompasses the region, and its boundaries are synonymous of the Kelowna CMA. Where either RDCO or Kelowna Census Metropolitan Area (CMA) is referenced in the data it is inclusive of all communities in the region.



#### DEMOGRAPHIC PROFILE

Population and demographic indicators in the Central Okanagan region, include population growth, gender, and the age and ethnic characteristics of the community. These indicators are foundational to developing an understanding of people's quality of life in the region, housing need, and access to resources, as different age groups and ethnic or cultural backgrounds may have different needs. This section outlines information available about Kelowna, Lake Country, Okanagan Indian Band (Duck Lake 7), Peachland, Regional District of the Central Okanagan (Kelowna CMA), Westbank First Nation (inclusive of WFN's two reserves, Tsinstikeptum IR9 and IR10), and West Kelowna.

##### Population

For the most part, the region has experienced steady population growth since 2011. Kelowna, Lake Country, Peachland, Westbank First Nation, and West Kelowna have experienced population growth.

Table B.1: Population Growth

Population						
	1996	2001	2006	2011	2016	% change
<b>Kelowna CMA</b>	136,541	147,739	162,276	179,839	194,882	42.7%
<b>Kelowna</b>	89,442	96,288	107,312	117,312	127,380	42.4%
<b>Lake Country</b>	9,007	9,267	9,606	11,708	12,922	43.5%
<b>Peachland</b>	4,524	4,654	4,883	5,200	5,428	20.0%
<b>West Kelowna</b>	N/A	N/A	N/A	30,902	32,655	N/A
<b>Okanagan Indian Band (Duck Lake 7)</b>	N/A	N/A	N/A	1,917	1,664	N/A
<b>Westbank First Nation (inclusive of WFN's two reserves, Tsinstikeptum IR9 and IR10)</b>	N/A	N/A	N/A	7,058	9,028	N/A

Source: Statistics Canada, 2016 Census.

### Age Group

Throughout the region, the largest age groups are 65+ years, 55 to 64, 45 to 54, and 0 to 14 years of age. At the same time, the age groups between 15 and 24, 25 and 34, 35 and 44 were smaller throughout the region.

Table B.2: Age Groups

Age Groups 2016							
	0-14	15-24	25-34	35-44	45-54	55-64	65+
<b>Kelowna CMA</b>	27,590	22,580	23,870	22,220	27,045	29,910	41,670
<b>Kelowna</b>	17,735	16,015	17,020	14,735	17,345	18,090	26,435
<b>Lake Country</b>	2,020	1,385	1,505	1,600	2,020	2,240	2,145
<b>Peachland</b>	465	300	345	375	590	1,090	1,535
<b>West Kelowna</b>	5,405	3,500	3,435	3,885	4,735	5,040	6,660
<b>Okanagan Indian Band (Duck Lake 7)</b>	160	115	125	120	215	345	585
<b>Westbank First Nation (inclusive of WFN's two reserves, Tsinstikeptum IR9 and IR10)</b>	1,005	685	855	785	1,210	1,685	2,870

Source: Statistics Canada, 2016 Census.

Table B.3 below shows age groups as a proportion of the total population of each community. The three age groups are youth (under 25), working adults (25-64), and seniors (65+). An increasing proportion of the population are seniors and decreasing proportion of the population are children/youth (uniform direction of change).

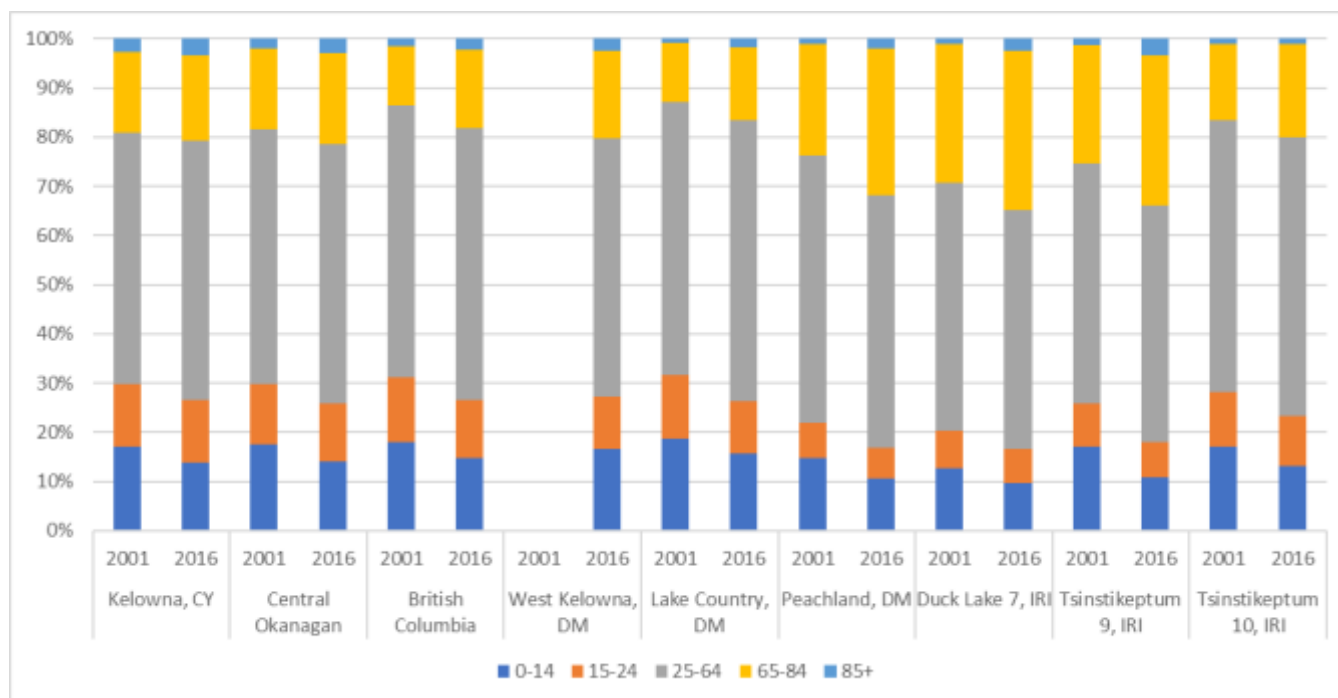
As shown in Figure B.2 (page B-3), almost uniformly in all communities, 85+ is growing the most rapidly and 0-14 growing slowly or in some cases decreasing. Figure B.3 illustrates the general trend of increasing median ages.

Table B.3: Proportional Age Groups

Age Groups, 2016	0-24		25-64		65+	
	#	%	#	%	#	%
<b>Kelowna CMA</b>	50,170	25.7%	103,045	52.9%	41,670	21.4%
<b>Kelowna</b>	33,750	26.5%	67,190	52.7%	26,435	20.8%
<b>Lake Country</b>	3,405	26.4%	7,365	57.0%	2,145	16.6%
<b>Peachland</b>	765	14.1%	2,400	44.2%	1,535	28.3%
<b>West Kelowna</b>	8,905	27.3%	17,095	52.4%	6,660	20.4%
<b>Okanagan Indian Band (Duck Lake 7)</b>	275	16.5%	805	48.4%	585	35.2%
<b>Westbank First Nation (inclusive of WFN's two reserves, Tsinstikeptum IR9 and IR10)</b>	1,690	18.7%	4,535	50.2%	2,870	31.8%

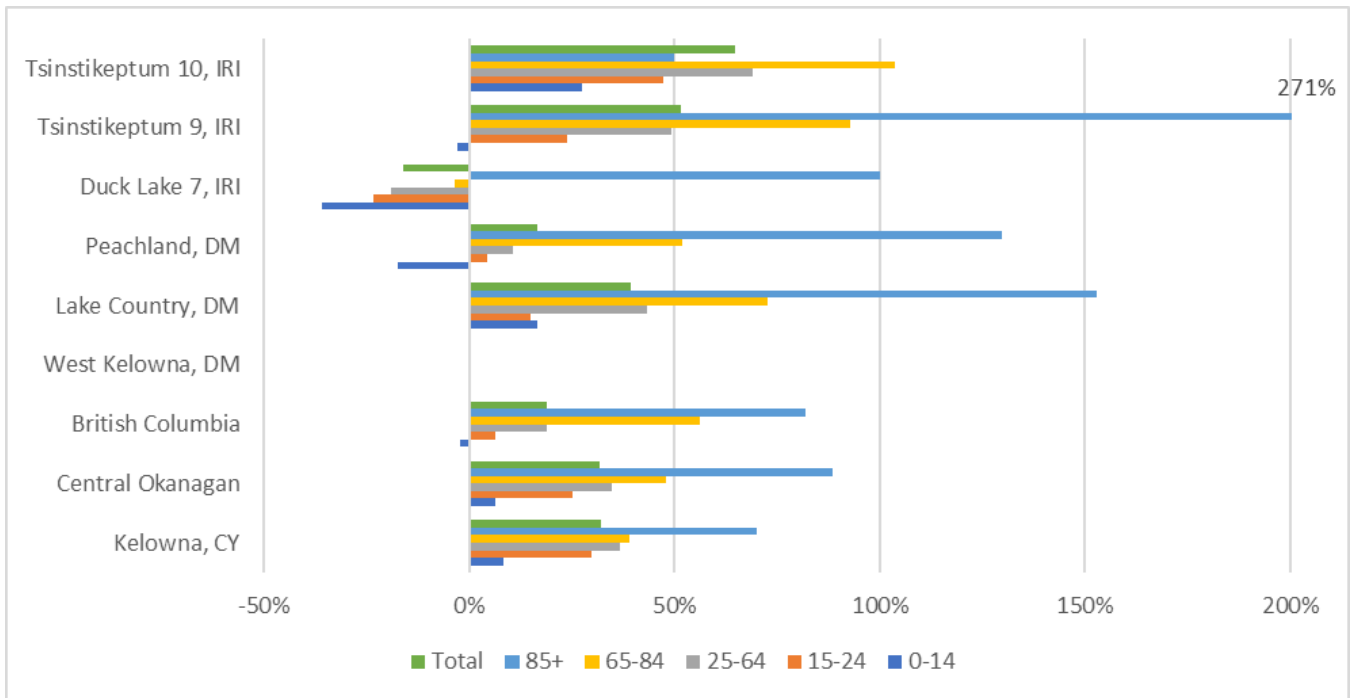
Source: Statistics Canada, 2016 Census.

Figure B.2: Share of Population by Age Group, 2001 and 2016



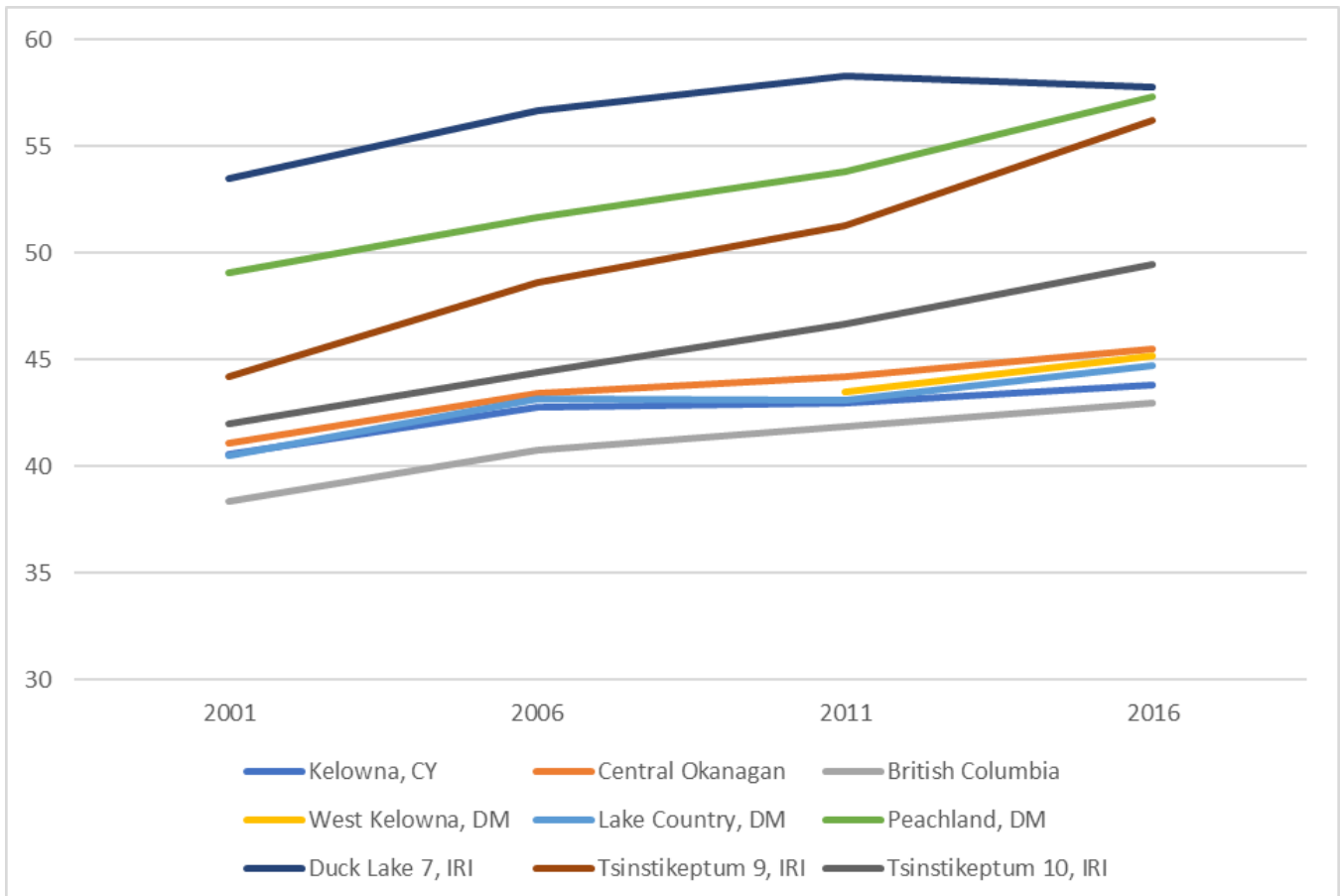
Source: Statistics Canada, 2016 Census.

Figure B.3: Percentage Population Change by Age Group, 2001-2016



Source: Statistics Canada, 2016 Census.

Figure B.4: Median Age, 2001-2016



Source: Statistics Canada, 2016 Census.

## Ethnic Profile

The RDCO is home to people with different ethnic origins. Indigenous peoples total 13,190 people with most having First Nations and Métis origins. At the same time, the majority of the population has European origins through British Isles, English, Scottish, Western European, and Eastern European origins.

Table B.4: Ethnic Origins Population

<b>Total - Ethnic origin for the population in private households - 25% sample data</b>		<b>190,565</b>
North American Aboriginal origins		13,190
» First Nations		7,755
» Inuit		190
» Métis		5,665
Other North American origins		49,545
» Canadian		46,775
European origins		156,370
» British Isles origins		99,430
» English		60,780
» Scottish		43,340
French origins		21,850
Western European origins (except French origins)		55,720
Northern European origins (except British Isles origins)		18,800
Eastern European origins		37,380
Southern European origins		14,680
Other European origins		1,365
Caribbean origins		1,025
Latin, Central and South American origins		1,980
African origins		1,470
Asian origins		13,870
Oceania origins		1,275

Source: Statistics Canada, 2016 Census.

## COST OF LIVING PROFILE

The cost of living (and access to income) in a community contributes to understanding if people can afford their basic needs that impacts their quality of life. The cost of living also links to people's ability to contribute to their community, access services, and participate in civic engagement. If the cost of living increases at a faster pace than people's income, poverty pressures will emerge for more people in a community and further exacerbate challenges experiences by those already experiencing poverty.

# Market Basket Measure Analysis at Regional Level

The Market Basket Measure provides an understanding of what households in differing community population sizes need to spend in order to cover their basic needs in British Columbia. The following explores the needs of communities with populations between 100,000 to 499,999. The overarching trend is that food and shelter represent the largest expense for households.

The Market Based Measure estimates, for a population of between 100,000 to 499,999 can be used to understand the cost of living in the Central Okanagan. The Kelowna Census Metropolitan Area (CMA) has a population of more than 100,000, which includes the communities studied in this analysis. According to 2016 Census data, a household of four needs to have access to \$39,063 in order to cover food, clothing, transportation, shelter, and other expenses in a community with a population of more than 100,000 people. Households in communities of this size tend to spend 31% of their income on food and another 31% on shelter.

Table B.5: Market Based Measure Estimates

British Columbia, population 100,000 to 499,999		
Current dollars		
2008 base		
Component	2015	2016
Total threshold	38,941	39,063
Food	12,095	12,072
Clothing	1,762	1,757
Transportation	2,502	2,559
Shelter <sup>59</sup>	12,138	12,252
Other expenses	10,444	10,422

Source: Statistics Canada ,Market Basket Measure - <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1110006601> and <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000501>

## INCOME

A person and/or a family’s quality of life is deeply impacted by income. This is one of the social determinants of health as identified by the Canadian government. Understanding income allows us to understand the financial resources different household types have access to and how this impacts their quality of life.

According to Statistics Canada, the BC median individual income in 2015 was \$33,012 and \$34,509 in the Central Okanagan. In the Central Okanagan, income increased by 16.8% from 2010 to 2015 while the province saw a 14.8% increase in income between those dates. At the household level, the median household income in 2015 in BC was \$69,995 and \$71,127 in the Central Okanagan. Household income increased by 19.6% in Central Okanagan between 2010 and 2015.

<sup>59</sup> The shelter component includes the costs of homeowners without mortgages, which recognizes that, in a given year, homeowners without mortgages may pay less for shelter than they would if they were renting.



Table B.6: Household Income

Central Okanagan and BC Household Income						
	Median Individual Income 2015	Median Individual Income 2010	% Change	Median Household Income 2015	Median Household Income 2010	% Change
Central Okanagan	\$34,509	\$29,542	16.80%	\$71,127	\$59,456	19.60%
British Columbia	\$33,012	\$28,765	14.80%	69,995	\$60,333	16.00%

Source: Statistics Canada, National Households Survey 2011, Census 2016

Throughout the Central Okanagan, the median household income in 2015 ranged from \$50,987 in the Okanagan Indian Band and \$83,942 in West Kelowna and \$85,504 in Central Okanagan East.

Table B.7: Median Household Income

Central Okanagan Communities Median Household Income, 2015	
	Median Household Income, 2015
BC	\$69,995
Kelowna (CMA)	\$71,127
Kelowna	\$68,627
Lake Country	\$83,243
Okanagan Indian Band	\$50,987
Peachland	\$72,294
Westbank First Nation	\$70,561
West Kelowna	\$83,942
Central Okanagan East	\$85,504
Central Okanagan West	\$66,912

Source: Central Okanagan Economic Profile 2018

Understanding household income by household type provides a better understanding of what these households can afford in terms of the cost of shelter, food, and other basic goods within the Market Basket Measure. Lone-parent and one-person households, as single earners have less income available to support their basic needs.

According to census data, the median household income in the Central Okanagan region ranges between \$50,987 in the Okanagan Indian Band and \$83,942 in West Kelowna. The household median income in the Regional District of the Central Okanagan is \$71,872.

The median household income of a lone-parents household in the RDCO is of \$51,824 and ranges from \$45,696 in Westbank First Nation's Tsinstikeptum IR9 and \$66,304 in Westbank First Nation's Tsinstikeptum IR10. "Census data has consistently shown that there are significantly higher poverty rates for children of recent immigrants, Indigenous children, children in female lone-parent families, children in racialized (visible minority) families and children with a disability." <sup>60</sup>

<sup>60</sup> <https://campaign2000.ca/wp-content/uploads/2016/11/2016-BC-Child-Poverty-Report-Card.pdf>

Across the region, the median total income of a one-person household ranges between \$32,480 and \$37,094. In this case, Okanagan Indian Band has the lowest income, West Kelowna has the highest one, and the median income of a one-person household in the Regional District of Central Okanagan is of \$34,955.

Table B.8: Income Data

Income Data 2015			
	Median total income of Households	Median total income of lone-parent Household	Median total income of One Person Household
Kelowna	\$68,627	\$51,599	\$34,836
Lake Country	\$83,243	\$54,016	\$36,122
Okanagan Indian Band	\$50,987	\$46,976	\$32,480
Peachland	\$71,872	\$46,336	\$36,224
Regional District of the Central Okanagan (Kelowna CMA)	\$71,127	\$51,824	\$34,955
Westbank First Nation (Tsinstikeptum IR9)	\$53,742	\$45,696	\$33,301
Westbank First Nation (Tsinstikeptum IR10)	\$77,227	\$66,304	\$33,536
West Kelowna	\$83,942	\$55,595	\$37,094

Source: Statistics Canada Census

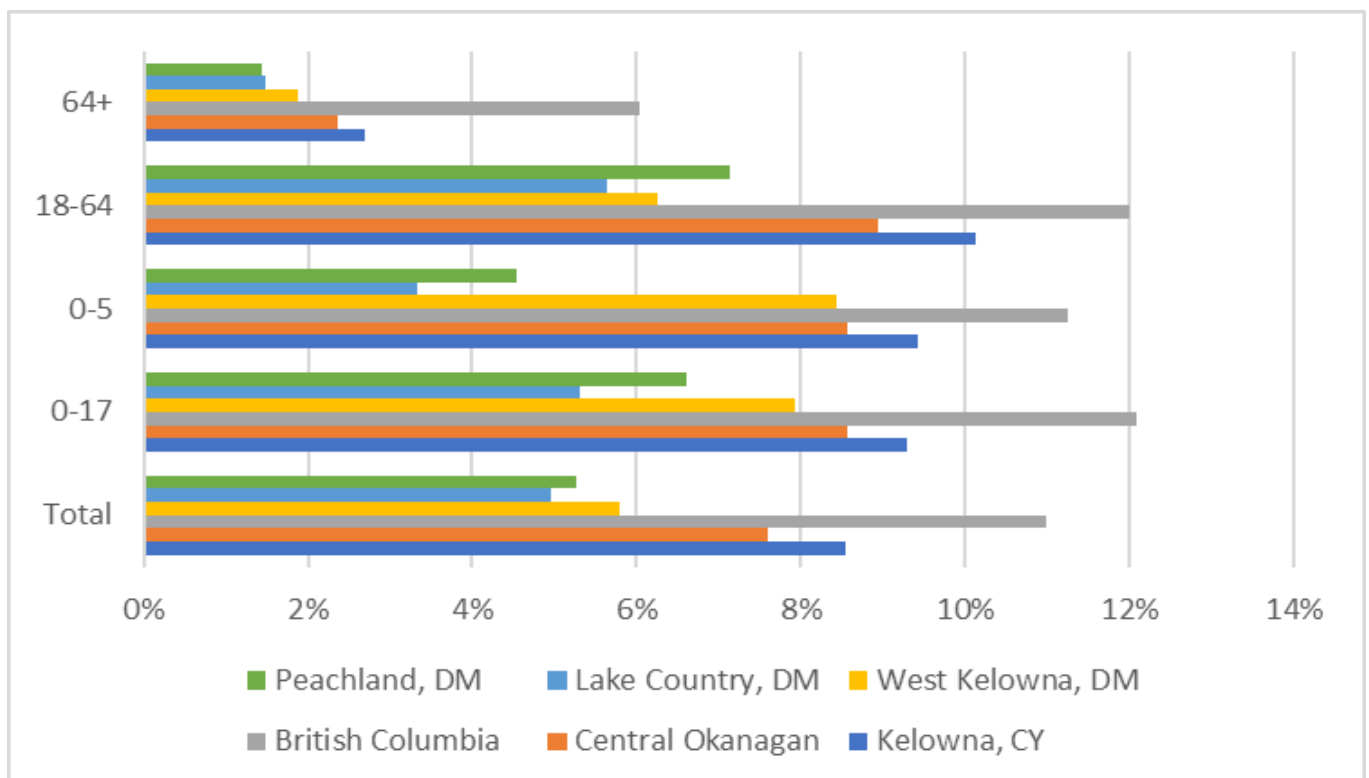
Based on 2016 census data, there are 180,125 low-income applicable individuals in the Central Okanagan and 63% of these individuals are between the ages of 18 and 64. Roughly similar proportions of low income applicable (ranging from about 55 to 64%) are between the ages of 18 and 64 in the other communities. There is no census data on this indicator for Okanagan Indian Band and Westbank First Nation.

Table B.9: Low Income Applicable and Low-Income Status Individuals (LICO-AT), 2016

	Kelowna, CY	Central Okanagan	British Columbia	West Kelowna, DM	Lake Country, DM	Peachland, DM
<i>Applicable</i>						
<i>Total</i>	124,135	180,125	4,477,875	32,065	12,725	5,420
<i>0-17</i>	21,710	32,245	822,390	6,555	2,450	680
<i>0-5</i>	6,635	9,870	260,110	2,015	750	220
<i>18-64</i>	78,565	112,890	2,876,495	19,385	8,245	3,015
<i>65+</i>	23,865	34,990	778,990	6,125	2,025	1,725
<i>LICO-AT</i>						
<i>Total</i>	10,620	13,680	491,645	1,855	630	285
<i>0-17</i>	2,020	2,760	99,330	520	130	45
<i>0-5</i>	625	845	29,250	170	25	10
<i>18-64</i>	7,955	10,090	345,345	1,215	465	215
<i>65+</i>	645	830	46,965	115	30	25

Source: Statistics Canada, 2016 Census.

Figure B.5: Proportion of Low-Income Applicable Population in Low Income (LICO-AT), 2016



## WORKFORCE

Another dimension of understanding income includes labour force participation, employment, and unemployment rates. The labour force participation rate<sup>61</sup> ranges from 50.5% in Peachland to 67.6% in Lake Country. The employment rate ranges from 46.1% in Peachland to 62.5% in Lake Country. The unemployment rate ranges from 9.9% in the Okanagan Indian Band and 15.5% in Central Okanagan West to 6.4% in West Kelowna.

Table B.10: Key Labour Force Statistics, 2016

Central Okanagan & Communities Key Labour Force Statistics, 2016						
Community	In Labour Force	Employed	Unemployed	Participation Rate	Employment Rate	Unemployment Rate
Central Okanagan	103,840	96,490	7,345	63.70%	59.2%	7.1%
British Columbia	2,471,665	2,304,690	165,975	63.90%	59.6%	6.7%
Kelowna	64,380	37,255	4,765	65.00%	60.5%	6.9%
Lake Country	7,235	6,690	545	67.60%	62.5%	7.5%
Okanagan Indian Band (Duck Lake 7)	860	775	80	57.50%	51.8%	9.9%
Peachland	2,450	2,240	215	50.50%	46.1%	8.8%
Central Okanagan East	2,140	1,970	175	63.70%	58.6%	8.2%
Central Okanagan West	1,000	845	155	57.60%	48.7%	15.5%
Westbank First Nation (inclusive of WFN's two reserves, Tsinstikeptum IR9 and IR10)	4,045	3,715	330	56.00%	51.0%	8.9%
West Kelowna	16,960	15,880	1,080	63.60%	59.5%	6.4%

Source: Central Okanagan Economic Profile 2018

## HOUSING AFFORDABILITY

Housing is deemed affordable when a household spends no more than 30% of their income toward housing.<sup>62</sup> Housing affordability census data was not available for Okanagan Indian Band and Westbank First Nation.

Housing affordability can also be examined more closely through both renter and owner populations. In the RDCO, 45.9% of renters spend 30% or more of their income on rent and utilities. This means that nearly half of the people in the region spend more than what is considered affordable. At the community level, 38.9% of renters in Lake Country spend 30% or more on rent while 48.5% of renters in Peachland spend 30% or more on rent. Owners in the RDCO represent 56,640 households and 18.8% of them spend 30% or more on their mortgage.

<sup>61</sup> Labour force participation is the proportion of working age individuals in a community that are employed or actively seeking work but unemployed.

<sup>62</sup> <https://www.bchousing.org/glossary>

The situation is further exacerbated in the region where 21% of renters (4,295 households) spend more than 50% of their income on housing. The lowest proportion is in Lake Country where 14% of the renter population is paying more than 50% of their income to housing.<sup>63</sup>

Table B.11: Housing Affordability for Renters

Housing Affordability for Renters			
	Total tenant household in non-farm, non-reserve private dwellings - 25% of sample data	30% or More	Proportion of households spending over 50% of income on rent plus utilities (All income groups)
Kelowna	17,155	46.95%	21%
Lake Country	1,105	38.90%	14%
Okanagan Indian Band (Duck Lake 7)	0	0	N/A
Peachland	345	48.50%	N/A
Regional District of the Central Okanagan	20,840	45.90%	21%
Westbank First Nation (inclusive of WFN's two reserves, Tsinstikeptum IR9 and IR10)	0	0	N/A
West Kelowna	2,005	41.90%	18%

Source: Statistics Canada Census and Canadian Rental Index

Table B.12: Housing Affordability for Owners

Housing Affordability for Owners 2016		
	Owner households in non-farm, non-reserve private dwellings - 25% of sample data	30% or More
Kelowna	36,340	19.00%
Lake Country	3,815	20.20%
Okanagan Indian Band	0	0
Peachland	2,095	17.20%
Westbank First Nation (inclusive of WFN's two reserves, Tsinstikeptum IR9 and IR10)	0	0
West Kelowna	10,365	17.30%
Regional District of the Central Okanagan	54,710	18.80%

Source: Statistics Canada Census, 2016

## Core Housing Need

This section provides a comparison of core housing need in the Central Okanagan and core housing need across BC. The analysis below divides this data by household type and takes a step further by looking closely at different age groups. Key findings include<sup>64</sup>:

<sup>63</sup> Canadian Rental Housing Index, 2019.

<sup>64</sup> Data sources for key findings include: Statistics Canada, Canadian Rental Housing Index, Better @ Home, and SPARC BC

14.9% of households in British Columbia are in core housing need while 10.2% of households in the Central Okanagan experience core housing need.

Renter households are more likely to be in core housing need than owner households, with 24.5% of renters in the Central Okanagan in core housing need, compared to 4.9% of owners. This means nearly 4,800 renter households and more than 2,600 owner households are in core housing need in the Central Okanagan.

Throughout British Columbia, 14.8% of non-senior households experience core housing need while 9.7% of these households experience core housing need in the Central Okanagan.

In British Columbia, 18.3% of households aged 15 to 29 are in core housing need, while in the Central Okanagan 13.6% of households in this age group are in core housing.

For households aged 30 to 44, 14.9% are in core housing need in British Columbia while 9.7% experience core housing need in the Central Okanagan.

14.2% of households aged 45 to 64 in BC are in core housing need, compared to 8.9% of households in this age group in the Central Okanagan.

Finally, private households 15.1% of households 65 and over in British Columbia and 11.2% in the Central Okanagan are in core housing need. This age group has the second highest percentage of households in core housing need after households 15 to 29 in both regions.

It is also worth noting that “elderly poverty is both a social and a fiscal problem that will be exacerbated as higher percentages of populations in developed countries move into the over 65 demographics. Poverty rates among the elderly tend to be highest among women, particularly widows over the age of 75. This is largely due to pension allowances that have traditionally been linked to employment history.”<sup>65</sup>

Table B.13: Core Housing Needs Comparison

	All private households	Households in core housing need	% of households in core housing need
British Columbia	1,740,915	260,225	14.90%
Central Okanagan	72,890	7,430	10.20%

Source: Income and core need data shared by Social Planning and Research Council of British Columbia (SPARC BC)

	All owner households	Owner households in core housing need	% of owner households in core housing need
British Columbia	1,196,785	97,350	8.1%
Central Okanagan	53,345	2,640	4.9%

Source: Income and core need data shared by Social Planning and Research Council of British Columbia (SPARC BC)

<sup>65</sup> <http://betterathome.ca/wp-content/uploads/Central%20Okanagan%20Better%20at%20Home%20Community%20Developer%20report%20Dec2013.pdf>

	All owner households	Owner households in core housing need	% of owner households in core housing need
British Columbia	544,130	162,870	29.9%
Central Okanagan	19,540	4,795	24.5%

Source: Income and core need data shared by Social Planning and Research Council of British Columbia (SPARC BC)

	Non-senior households	Non-senior households in core housing need	% of households in core housing need
British Columbia	1,268,255	188,940	14.80%
Central Okanagan	51,325	5,025	9.70%

Source: Income and core need data shared by SPARC BC

	Median household income for non-senior households	Median household income for non-senior households in core housing need	% of income earned by non-seniors in core housing need
British Columbia	\$83,611	\$26,868	32.10%
Central Okanagan	\$85,354	\$24,161	28.30%

Source: Income and core need data shared by SPARC BC

	Private households 15 to 29	Private households 15 to 29 in core housing need	% of households 15 to 29 in core housing need
British Columbia	142,745	26,130	18.30%
Central Okanagan	6,905	945	13.60%

Source: Income and core need data shared by SPARC BC

	Owner households 15 to 29	Owner households 15 to 29 in core housing need	% of owner households 15 to 29 in core housing need
British Columbia	42,235	3,525	8.3%
Central Okanagan	2,175	90	4.1%

Source: Income and core need data shared by SPARC BC

	Renter households 15 to 29	Renter households 15 to 29 in core housing need	% of renter households 15 to 29 in core housing need
British Columbia	100,510	22,605	22.5%
Central Okanagan	4,725	855	18.1%

Source: Income and core need data shared by SPARC BC

	Median household income for private households 15 to 29	Median household income for private households 15 to 29 in core housing need	% of income earned by private households 15 to 29 in core housing need
British Columbia	\$57,153	\$26,668	46.60%
Central Okanagan	\$58,098	\$25,001	43%

Source: Income and core need data shared by SPARC BC

	Private households 30 to 44	Private households 30 to 44 in core housing need	% of households 30 to 44 in core housing need
British Columbia	418120	62420	14.90%
Central Okanagan	15895	1545	9.70%

Source: Income and core need data shared by SPARC BC

	Median household income for private households 30 to 44	Median household income for private households 30 to 44 in core housing need	% of income earned by private households 30 to 44 in core housing need
British Columbia	\$87,848	\$30,221	34.40%
Central Okanagan	\$92,405	\$26,603	28.80%

Source: Income and core need data shared by SPARC BC

	Private households 45 to 64	Private households 45 to 64 in core housing need	% of households 45 to 64 in core housing need
British Columbia	707390	100385	14.20%
Central Okanagan	28530	2535	8.90%

Source: Income and core need data shared by SPARC BC



	Median household income for private households 45 to 64	Median household income for private households 45 to 64 in core housing need	% of income earned by private households 45 to 64 in core housing need
British Columbia	\$87,825	\$24,195	27.50%
Central Okanagan	\$89,706	\$22,185	24.70%

Source: Income and core need data shared by SPARC BC

	Private households 65 and over	Private households 65 and over in core housing need	% of households 65 and over in core housing need
British Columbia	472660	71285	15.10%
Central Okanagan	21565	2410	11.20%

Source: Income and core need data shared by SPARC BC

	Owner households 65 and over	Owner households 65 and over in core housing need	% of owner households 65 and over in core housing need
British Columbia	380,940	31,890	8.4%
Central Okanagan	18,360	1,055	5.7%

Source: Income and core need data shared by SPARC BC

	Renter households 65 and over	Renter households 65 and over in core housing need	% of renter households 65 and over in core housing need
British Columbia	91,720	39,390	42.9%
Central Okanagan	3,210	1,345	41.9%

Source: Income and core need data shared by SPARC BC

	Median household income for private households 65 and over	Median household income for private households 65 and over in core housing need	% of income earned by households 65 and over in core housing need
British Columbia	\$53,569	\$21,476	40.10%
Central Okanagan	\$54,666	\$21,268	40%

Source: Income and core need data shared by SPARC BC

## HOUSING CONTINUUM

BC Housing's Housing Continuum describes the kinds of supports offered depending on the level of assistance required. This continuum goes from high levels of assistance through emergency shelter and housing for the homeless to a low level of assistance in homeownership. The table below describes the resources directly supported by BC Housing in the region. Most support offered is a lower level of assistance through rent assistance in the private market and a medium level of assistance through independent social housing. Both levels of assistance are concentrated in Kelowna while emergency shelter and housing are also concentrated in Kelowna, which has the largest population of all communities.

Table B.14: Support Resources in the Okanagan Region

	Emergency Shelter & Housing for the Homeless	Transitional Supportive & Assisted Living	Independent Social Housing	Rent Assistance in the Private Market	Homeownership
Kelowna	620	356	1,220	1,308	110
Lake Country		30	92	55	15
Peachland			114	45	
Westbank First Nation				28	5
West Kelowna		64	123	154	32
Central Okanagan Regional District	620	450	1,549	1,592	165

Source: Housing Continuum, Central Okanagan Regional District & Communities by BC Housing (as of 31 March 2019)

In 2018, the City of Kelowna released a comprehensive analysis of housing affordability in the community.<sup>66</sup> Key highlights include:

Income is not keeping pace with housing costs, and this trend is set to continue. Between 2001 and 2016 there was an 83% increase in income and a 180% increase in housing house price.

There is a limited supply and high demand for purpose built rental housing (0.6% rental housing vacancy rate).

506 people experience homelessness.

In October 2017, the City of Kelowna released a Housing Needs Assessment Report asserting that “approximately 23,000 to 25,000 new housing units needed to be built within the next 20 years to meet the housing demand for both market and non-market housing. Currently, the City of Kelowna has 7,500 new housing units planned for the next five years [with] 500 of those units [being] allocated to non-market housing.”<sup>67</sup>

<sup>66</sup> City of Kelowna, *Housing Needs Assessment (October 2017)*.  
<https://kelownapublishing.escrimetings.com/filestream.ashx?DocumentId=9446>

<sup>67</sup> <https://www.westkelownacity.ca/en/building-business-and-development/resources/Documents/Emerging-Social-Issues-in-West-Kelowna-Final.pdf>

## COMMUNITY HEALTH

Health is a vital part of a person's life and it is impacted by social and economic factors. The following highlights some of the key indicators shared through the Central Okanagan's Local Health Area Profile:<sup>68</sup>

The Central Okanagan's Local Health Area (LHA) population is of 201,532

The average life expectancy in the LHA is of 83 years with female life expectancy is of 84 and male life expectancy is of 81

Through the Early Development Instrument (EDI), it was identified that 27% of kindergarten aged children in the Central Okanagan are vulnerable in one or more domain(s)

When it comes to chronic disease prevalence, the three main illnesses in the Central Okanagan are mood and anxiety disorders, depression, and asthma. Mood and anxiety disorders represent 34%, depression represents 30%, and asthma represents 13%

The Central Okanagan LHA is located within the Okanagan Health Service Delivery Area (HSDA). The following Health and Wellness Indicators are reported out on the LHA:

- » 87% of people in the Okanagan HSDA have a regular healthcare provider
- » 68% of people report very good or excellent mental health in the Okanagan
- » 56% report very good or excellent health

In terms of unhealthy behaviours in the Okanagan HSDA:

- » 15% of people report smoking daily or occasionally
  - » 20% report heavy drinking
  - » 34% report less than 150 mins/wk (ages 18+) of physical activity
- 71% report consuming fruits and vegetables less than 5 times a day

## FINDINGS FROM PREVIOUS ENGAGEMENT WORK IN THE REGION

Understanding poverty and wellness has long been a quest for local governments, service providers, and communities. The Central Okanagan Wellness Analysis builds on previous learnings and engagement. It is important to recognise that working to understand these issues is not new and that there has been a great deal of learning along the way. The following outlines some of the key findings from previous community engagement and research on understanding poverty and wellness in the region.

### *What We Heard About Poverty in B.C. 2018 Report:*<sup>69</sup>

The provincial government shared some key findings in this Report, which include: Poverty and discrimination are linked. Throughout the province, "Indigenous peoples and persons with disabilities are twice as likely to live in poverty as other people. Refugees and immigrants also experience high rates of poverty, as do people of colour, single parents,

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<sup>68</sup> <https://www.interiorhealth.ca/AboutUs/QuickFacts/PopulationLocalAreaProfiles/Documents/Central%20Okanagan%20LHA.pdf>

<sup>69</sup> [https://engage.gov.bc.ca/app/uploads/sites/242/2018/07/WWH\\_Report-PovertyReductionStrategy\\_FINAL.pdf](https://engage.gov.bc.ca/app/uploads/sites/242/2018/07/WWH_Report-PovertyReductionStrategy_FINAL.pdf)

women, queer, non-binary, and transgender people. People in these groups are also more likely to experience difficulties finding employment, housing and accessing the services they need.”

Throughout the province, “people of all backgrounds consistently identified the same challenges and the same solutions for breaking the cycle of poverty. These included the need for more affordable rental housing, increased supports for children and families, and greater income supports.”<sup>70</sup>

Throughout the province, “people talked about the need for better access to treatment for mental illness and addictions, more affordable access to healthy food, and improved supplemental health supports. They spoke about wanting the opportunity to access affordable education and training and better jobs, and the need for transportation to help them get there. Above all, they talked about wanting to be treated with dignity and respect.”<sup>71</sup>

### **Child Care Health Report 2018:**<sup>72</sup>

Interior Health explored some key findings in this Report, which include:

The need to ensure that services are provided in a manner that is “available, accessible and acceptable to all children”<sup>73</sup>

The need to increase collaboration with partner organizations, as well as increase focus on program evaluation as a way of strengthening healthy childhood development programs

The need to implement a surveillance system to measure and periodically report key childhood indicators across the age continuum

Ensuring equal access to care and reduces barriers for the most vulnerable groups

“It is recognized that interventions in childhood are particularly influential as this is the time of tremendous physical, neurological and emotional growth. Evidence shows that interventions made in the earliest stages of life, prenatal and in early childhood, provide the greatest returns. By recognizing the power of investing in children, we can make a positive difference in future health and success of individuals.”<sup>74</sup>

“Economically, children in IH are more vulnerable than the provincial average; a higher proportion of young children are in low income families (20.3 % vs 18.5%) and a higher proportion of children access food banks (4.6% vs 3.8%). Economic stress is one of the most significant negative factors in healthy childhood development.”<sup>75</sup>

“Youth in IH are more likely than the provincial average to report the presence of a caring adult in their lives and regular engagement in vigorous physical activity. IH youth are equally likely to report good/excellent mental health but are slightly less likely to report a healthy weight compared to their provincial counterparts.”<sup>76</sup>

### **Indigenous Poverty Reduction Consultation – A Summary Report, 2018:**<sup>77</sup>

The BC Association of Aboriginal Friendship Centres feedback received during this consultation process, includes:

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<sup>70</sup> [https://engage.gov.bc.ca/app/uploads/sites/242/2018/07/WWH\\_Report-PovertyReductionStrategy\\_FINAL.pdf](https://engage.gov.bc.ca/app/uploads/sites/242/2018/07/WWH_Report-PovertyReductionStrategy_FINAL.pdf)

<sup>71</sup> [https://engage.gov.bc.ca/app/uploads/sites/242/2018/07/WWH\\_Report-PovertyReductionStrategy\\_FINAL.pdf](https://engage.gov.bc.ca/app/uploads/sites/242/2018/07/WWH_Report-PovertyReductionStrategy_FINAL.pdf)

<sup>72</sup> <https://www.interiorhealth.ca/AboutUs/Leadership/MHO/Documents/Child%20Health%20Report.pdf>

<sup>73</sup> <https://www.interiorhealth.ca/AboutUs/Leadership/MHO/Documents/Child%20Health%20Report.pdf>

<sup>74</sup> <https://www.interiorhealth.ca/AboutUs/Leadership/MHO/Documents/Child%20Health%20Report.pdf>

<sup>75</sup> <https://www.interiorhealth.ca/AboutUs/Leadership/MHO/Documents/Child%20Health%20Report.pdf>

<sup>76</sup> <https://www.interiorhealth.ca/AboutUs/Leadership/MHO/Documents/Child%20Health%20Report.pdf>

<sup>77</sup> [https://bcaafc.com/wp-content/uploads/2019/05/BCA AFC\\_Poverty\\_Reduction\\_Consultation\\_2018.pdf](https://bcaafc.com/wp-content/uploads/2019/05/BCA AFC_Poverty_Reduction_Consultation_2018.pdf)

“The number one barrier overall was affordable, safe housing. There is simply not enough affordable housing to meet the need. In addition, where affordable housing exists, it tends to be located in unsafe neighbourhoods, and the units themselves are inadequate or in a state of disrepair, and in some cases, health hazards.”<sup>78</sup>

There is a sense of frustration with differentiated social assistance rates and accessibility of service on and off reserve

There is a lack of shelter beds available

There is a rising cost of living

There is a need to better understand how to navigate services available

### ***Transcript: Community Meeting on Poverty Reduction:***

On January 2018, the Ministry of Social Development and Poverty Reduction hosted a Community Meeting on Poverty Reduction in Kelowna. The questions and themes arising from the answers are shared below.

#### **1. What are the issues facing you and people living in poverty right now? <sup>79</sup>**

Gaining life skills in areas including food, education, budget planning, etc.

Ensuring accessibility for people with disabilities

Social isolation being closely related to addiction, poverty, accessibility and transportation

Facing food insecurity

Housing costs being high and difficult to access for students, seniors, and people with disabilities

Not having a centralized location to access supports

Multi-generational trauma impacting families

Transportation being costly

Opioid overdose crisis

Need for meaningful reconciliation efforts

Stigma around poverty, addictions, and social supports

Accessing mental health services for youth

Accessing affordable child care

Need for affordable housing

Need increased accessible to health care in smaller cities and rural areas

#### **2. What would address these issues and help you and others out of poverty? <sup>80</sup>**

Subsidizing complementary healthcare (e.g. dentist, chiropractor, etc.)

Building more social housing

Increasing access to affordable child care

Finding alternative system for student loan payment

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<sup>78</sup> [https://bcaafc.com/wp-content/uploads/2019/05/BCAAFC\\_Poverty\\_Reduction\\_Consultation\\_2018.pdf](https://bcaafc.com/wp-content/uploads/2019/05/BCAAFC_Poverty_Reduction_Consultation_2018.pdf)

<sup>79</sup> <https://enqage.gov.bc.ca/app/uploads/sites/242/2018/03/Kelowna-Final-Jan-19-2018.pdf>

<sup>80</sup> <https://enqage.gov.bc.ca/app/uploads/sites/242/2018/03/Kelowna-Final-Jan-19-2018.pdf>

Increasing awareness around inter-generational trauma Indigenous people face  
Tailoring Housing First approach to local needs and providing wrap-around supports  
Address stigma towards people experiencing poverty  
Strengthening welcoming communities where people support each other

## **Regional Partnership Committee on Poverty – *draft* Terms of Reference**

**Acknowledgement** - *The Regional Community Partnership Committee acknowledges the traditional, ancestral, and unceded territories of the Syilx (Okanagan) Peoples, on which we work and gather.*

### **Function and Objectives**

The Regional Partnership Committee on Poverty (RPCP) acts as a consultative body for the Central Okanagan Wellness and Poverty Strategy Development project. The Committee supports a community development and assets-based approach, which builds on the work of existing initiatives throughout the region (such as: Central Okanagan Community Wellness Analysis, Journey Home Strategy, Community Child Care Needs Assessment, Regional Transportation Plan) to meet the growing needs of those living in poverty within the Central Okanagan.

### **Mandate**

The Committee works with Regional District of the Central Okanagan and United Way staff to:

1. Guide, review and approve priority topics and actions related to the development of a Central Okanagan Wellness and Poverty Strategy and accompanying Evaluation and Implementation Plan;
2. Participate in community forums and discussions related to strategy development, and on working groups or other sub-groups of the committee;
3. Collaborate in determining the content for community engagement activities, and organizing and participating in the community forums;
4. Engage as a primary liaison and champion between local government and/or leadership and the strategy development process;
5. Support ongoing engagement with stakeholders across sectors and communities in the Central Okanagan; and
6. Collaborate within their respective community to identify priority community-specific actions for strategy implementation.

### **Composition of the Council**

The Committee is led by two Co-Chairpersons who work with Regional District of the Central Okanagan and United Way staff to develop agendas, work plans, actions and priority strategies to bring to the Committee.

Members of the Committee shall include managers/directors from each of the participating municipal governments, First Nations, the local health authority, not-for-profit agencies serving people living in poverty, persons with lived or living experience, the business sector and representatives from the Central Okanagan Poverty Reduction Committee. All members shall reside within the region of the Central Okanagan.

Composition of the Committee shall include geographic representation from all partnering communities on the Central Okanagan Wellness and Poverty Strategy project, as well as representation and expertise

related to frequently underserved or under-represented groups or communities (for example: newcomers to Canada, LGBT2QS, people with disabilities, Indigenous, rural communities, single parent households etc).

## **Terms of Office**

Committee members and co-chairs will be selected through a formal application process co-led by Regional District of the Central Okanagan and United Way according to specific skills, knowledge, expertise and related background required for the Central Okanagan Wellness & Poverty Strategy project. Terms will be for one year and members will serve without remuneration.

If someone is no longer able to represent their organization on the Committee, it is the responsibility of the Committee and not the individual or their organization to choose a new representative. A Committee member may resign at any time upon sending written notice to the Co-Chairpersons of the Committee.

## **Frequency of Meetings and Expectations of Committee Members**

The Committee will meet monthly, or on an as needed basis.

To remain a Committee member in good standing, all members will be expected to attend a minimum of 9 out of 12 meetings, be an active participant in at least one of the working groups or sub-committees, and take an active role in organizing and supporting the community engagement activities in their area.

Individuals cannot send a substitute in their place without the approval of one of the Co-Chairpersons of the Committee, and this approval process is only for one meeting (i.e. not on-going) and does not count in terms of the requirement that Committee members attend 9 out of 12 meetings.

A quorum is required for decision-making. All members of the Committee shall vote when required, including the Co-Chairpersons.

Committee discussions and documents may sometimes be of a complex and sensitive nature, and confidentiality is assumed, unless indicated otherwise.

## **Review of Terms of Reference**

The Terms of Reference will be reviewed annually.

## **Conflict of Interest**

A conflict of interest occurs when a Committee member participates in a discussion or decision-making about a matter that may result in a financial or other benefit to that member or to someone with whom the member has a relationship, regardless of the size of the benefit. At the commencement of any discussion item, the member will declare their conflict of interest regarding that agenda item.





# Regional Board Report

**TO:** Regional Board

**FROM:** Todd Cashin  
Director of Community Services

**DATE:** February 13, 2020

**SUBJECT:** Okanagan Water Basin Board (OBWB) Water Conservation and Quality Improvement Grants

**Voting Entitlement:** *All Directors – Unweighted Corporate Vote – Simple Majority – LGA 208.1*

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**Purpose:** To endorse, by resolution, one Water Conservation and Quality Improvement Grant application prior to consideration by OBWB.

## Executive Summary:

RDCO Community Services staff provides administrative assistance by collating the Water Conservation and Quality Improvement Grant applications that have requested local government support. The applications include those from the RDCO, as well as non-profit community organizations. All applications submitted to RDCO are consistent with water management objectives and reflect the values of the community as outlined in the Regional Growth Strategy. Local government support is required in order to be accepted as an eligible project by OBWB.

## RECOMMENDATION:

**THAT** the Regional Board endorse the following application for the Okanagan Basin Water Board Water Conservation and Quality Improvement Grant Program:

- Okanagan Collaborative Conservation Program and Okanagan Nation Alliance – Okanagan Lake Responsibility Planning Initiative for Water Source Protection - \$30,000

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "Todd Cashin".

Todd Cashin  
Director of Community Services

Approved for Board's Consideration

A handwritten signature in black ink, appearing to read "Brian Reardon".

Brian Reardon, CAO

*Prepared by: Brittany Lange, Environmental Planner*

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**Implications of Recommendation:**

Strategic Plan:	Endorsement of the grant application for consideration by OBWB achieves the Regional Board's Strategic Priorities 2019-2022 as follows: <ul style="list-style-type: none"> <li>• Values: Collaboration, Regional Perspective, and Resiliency.</li> <li>• Priorities: Environment.</li> </ul>
Policy:	Endorsement of the grant application for consideration by OBWB meets several of the goals and objectives of the Regional Growth Strategy Bylaw No. 1336

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**Background:**

The OBWB Water Conservation and Quality Improvement Grants Program is intended to encourage innovative and collaborative projects that promote more uniform standards and best practices throughout the valley. Projects are to address water issues, increase knowledge sharing, and enhance the valley-wide sustainable use of water.

The OBWB will review the projects based on set criteria to determine eligibility for funding. The intent of obtaining a local government resolution prior to OBWB consideration is to ensure that the proposed project is consistent with water management objectives and reflects community values.

**Proposal:**

One application has requested Regional Board endorsement, summarized in Table 1 (attached), and is consistent with water-related objectives and community values as outlined in the Regional Growth Strategy.

**Regional Growth Strategy Bylaw No. 1336**

Endorsement of the grant application for consideration by OBWB complies with the following policies of the RGS:

Our Water

- Continue in partnership with the Okanagan Basin Water Board (OBWB) and regional partners to encourage valley wide cooperation and coordination regarding the conservation of water and protection of all water sources.
- Consider water resources in land use planning decisions.

Our Economy

- Support effectively managing and protecting the integrity of the Region's critical assets such as the lakes, natural environment, and agricultural lands that promote attraction of employment and investment.

Our Ecosystems

- Encourage collaboration to adopt consistent terminology, policies and actions that support the protection and conservation of environmental features and watersheds within the Region.
- Manage growth to minimize disturbance to habitat, watershed, and natural drainage areas and systems.

- Explore funding mechanisms to support regionally significant natural areas, open space and parkland acquisitions.
- Support cooperation with regional partners on environmental matters, particularly where there are developments/issues located adjacent to political boundaries.

**Financial Considerations:**

Grants available for individual projects range from \$3,000.00 to \$30,000.00. A total of \$350,000 is made available annually by OBWB for this valley-wide program.

**Organizational Issues:**

Other applications from municipalities, regional districts, irrigation/improvement districts, and non-profit community organizations, will receive support or endorsement from that organization's local government for submission to OBWB. The applications noted are only a portion of the applications that OBWB will be considering for the Central Okanagan area. All applications submitted to RDCO have demonstrated how the project benefits the valley as a whole as required by the grant approval criteria.

**External Implications:**

Without Regional Board endorsement or support from the RDCO, the grant applications submitted will not be considered by OBWB.

**Alternative Recommendation:**

**THAT** the Regional Board not endorse the application for the Okanagan Basin Water Board Water Conservation and Quality Improvement Grant Program Okanagan Lake Responsibility Planning Initiative.

***Considerations not applicable to this report:***

- *General*
- *Legal/Statutory Authority*
- *Organizational Issues*

**Attachment:**

- Table 1: Central Okanagan Applications for Water Conservation and Quality Improvement Grants

**Table 1: Central Okanagan Applications for the OBWB Water Conservation and Quality Improvement Grants**

<b>Applicant</b>	<b>Project</b>	<b>Request</b>
Okanagan Collaborative Conservation Program (OCCP) and Okanagan Nation Alliance (ONA)	<p>This Okanagan Lake Responsibility Planning Initiative will be co-led by the Okanagan Nation Alliance (ONA), Okanagan Collaborative Conservation Program (OCCP), and the South Okanagan Collaborative Conservation Program (SOSCP). The Project Team will include members and representatives of Syilx Okanagan Nation, provincial and federal agencies, local governments, academia, conservation organizations, and others who will be identified throughout the process.</p> <p>The aim of this project is to develop a visioning and experiential learning process that will create a greater awareness and understanding of the challenges and opportunities of protecting the environmental, cultural, and economic values of Okanagan Lake. The visioning process will lead to the development of a strategy that will enhance the ways of caring for, protecting, and restoring the values and interests of Okanagan Lake foreshore and associated tributaries within the watershed. The work generated through this project will provide the knowledge and expertise to inform important decisions regarding how natural areas are cared for and managed, help address climate impacts, support sustainable development, and help secure resources and funding to carry out the actions identified in the Strategy.</p> <p>The project is addressing current challenges of shoreline protection, and planning for the region's future at a multi-regional scale. The main objectives are to identify the most pertinent issues impacting our lakes and collaborate to develop a practical and enforceable strategy to enhance shoreline management and source water protection throughout the Okanagan Basin.</p> <p>The project will benefit communities within the region by:</p> <ul style="list-style-type: none"> <li>• Providing leadership in sustainable environmental management;</li> <li>• Addressing cumulative impacts of shoreline development on source water protection, and improving public health and safety;</li> <li>• Identifying effective multi-jurisdictional policies, bylaws, regulations and processes to enhance shoreline management; and</li> <li>• Identifying common approaches in shoreline enhancement and protection that could form part of a region-wide Protection Strategy for Okanagan Lake.</li> </ul> <p>To build on efforts currently underway, in 2020, the advisory team will work through a planning process to co-create a shared vision for an Okanagan Lake Responsibility/Protection Plan. The initiative will develop a unified framework for all levels of government to address the cumulative impacts of shoreline and upland development through a strategy that will increase communications, set development standards and promote best management practices for protecting the many values of Okanagan Lake including fish and wildlife habitat. The process will include experiential learning opportunities and consultation with elected officials, senior management of local, provincial, and federal government as well as elders and senior staff of Okanagan Nation Alliance.</p>	\$30,000.00



# Regional Board Report

**TO:** Regional Board

**FROM:** Todd Cashin  
Director of Community Services

**DATE:** February 13, 2020

**SUBJECT:** Vancouver Foundation Systems Change Development Grant

**Voting Entitlement:** *All Directors – Unweighted Corporate Vote – Simple Majority – LGA 208.1*

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**Purpose:** To endorse, by resolution, one Systems Change Development Grant application prior to consideration by the Vancouver Foundation.

## **Executive Summary:**

The Vancouver Foundation, through their Systems Change Grants, provide funding to charities and other qualified recipients who are taking actions to address the root causes of pressing social, environmental, or cultural issues in British Columbia. These grants support communities and populations as a whole and contribute to meaningful and lasting change. RDCO Community Services staff provides administrative assistance by collating any applications that have requested local government support.

## **RECOMMENDATION:**

**THAT** the Regional Board approve Regional District staff making application to the Vancouver Foundation Systems Change Development Grant Program:

- Regional District of Central Okanagan, Okanagan Collaborative Conservation Program, and Okanagan Nation Alliance – Okanagan Lake Responsibility Planning Initiative for Water Source Protection.

**AND FURTHER THAT** the Board resolution be forwarded to the Vancouver Foundation.

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "Todd Cashin".

Todd Cashin  
Director of Community Services

Approved for Board's Consideration

A handwritten signature in black ink, appearing to read "Brian Reardon".

Brian Reardon, CAO

*Prepared by: Brittany Lange, Environmental Planner*

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**Implications of Recommendation:**

Strategic Plan:	Endorsement of the grant application for consideration by the Vancouver Foundation achieves the Regional Board's Strategic Priorities 2019-2022 as follows: <ul style="list-style-type: none"> <li>• Values: Collaboration, Regional Perspective, and Resiliency.</li> <li>• Priorities: Environment.</li> </ul>
Policy:	Endorsement of the grant application for consideration by the Vancouver Foundation meets several of the goals and objectives of the Regional Growth Strategy Bylaw No. 1336

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**Background:**

The Vancouver Foundation was established in 1943 and works to bring together donors, non-profits and charities, government, media and academic institutions, local leaders, and passionate individuals to build meaningful and lasting change in the province of BC<sup>1</sup>. Each year, the Foundation funds hundreds of projects in the areas of social services, culture and arts, health, reconciliation, education, and environment, among others.

The Vancouver Foundation Systems Change Grants Program is intended to encourage work being done that benefits communities and populations as a whole and that contribute to meaningful and lasting change. Featured projects include the Yellowstone to Yukon Conservation Initiative's "Community Planning for the Peace Region's Murray River Watershed" and the Canadian Society Promoting Environmental Conservation project to address "Climate Adaptation for Small-Scale Farmers" in the Metro Vancouver area.

The Vancouver Foundation will review the projects based on set criteria to determine eligibility for funding. The intent of obtaining a local government resolution prior to consideration is to ensure that the proposed project is consistent with water management objectives and reflects community values of the Regional District of Central Okanagan.

**Proposal:**

There are three types of grants available, depending on the stage of the project:

1. Development Grant: To generate ideas and initial project planning. Up to \$20,000 is available for up to 1 year and no matching funds are required.
2. Test Grant: To test the influence of a systems change project. Up to \$100,000 per year is available for up to 3 years and requires 25% matching funding from other sources.
3. Scale Grant: To extend the influence of an existing systems change project. Up to \$100,000 per year is available for up to 3 years and requires 50% matching funding from other sources.

One application for a Development Grant has requested Regional Board endorsement, summarized in Table 1 (attached), and is consistent with water-related objectives and community values as outlined in the Regional Growth Strategy.

**Regional Growth Strategy Bylaw No. 1336**


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<sup>1</sup> Vancouver Foundation. (2020). About Us. Retrieved from <https://www.vancouverfoundation.ca/our-work/about-us>

Endorsement of the grant application for consideration by the Vancouver Foundation meets complies with the following policies of the RGS:

#### Our Water

- Continue in partnership with the Okanagan Basin Water Board (OBWB) and regional partners to encourage valley wide cooperation and coordination regarding the conservation of water and protection of all water sources.
- Consider water resources in land use planning decisions.

#### Our Economy

- Support effectively managing and protecting the integrity of the Region's critical assets such as the lakes, natural environment, and agricultural lands that promote attraction of employment and investment.

#### Our Ecosystems

- Encourage collaboration to adopt consistent terminology, policies and actions that support the protection and conservation of environmental features and watersheds within the Region.
- Manage growth to minimize disturbance to habitat, watershed, and natural drainage areas and systems.
- Explore funding mechanisms to support regionally significant natural areas, open space and parkland acquisitions.
- Support cooperation with regional partners on environmental matters, particularly where there are developments/issues located adjacent to political boundaries.

#### **Financial Considerations:**

Grants available for individual projects range from \$10,000.00 to \$100,000.00. In 2019, a total of \$5.4 million was approved by the Vancouver Foundation for Systems Change Projects<sup>2</sup>.

#### **Alternative Recommendation:**

**THAT** the Regional Board not endorse the application to the Vancouver Foundation Systems Change Development Grant Program for the Okanagan Lake Responsibility Planning Initiative.

#### ***Considerations not applicable to this report:***

- *General*
- *External*
- *Legal/Statutory Authority*
- *Organizational Issues*

#### Attachment:

- Table 1: Central Okanagan Applications for the Vancouver Foundation Systems Change Grant

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<sup>2</sup> Vancouver Foundation. (2020). Systems Change Grant Program Injects \$5.4 Million into BC Communities Retrieved from <https://www.vancouverfoundation.ca/whats-new/systems-change-grant-program-injects-54-million-bc-communities>

**Table 1: Central Okanagan Applications for the Vancouver Foundation Systems Change - Development Grant**

Applicant	Project	Request
Regional District of Central Okanagan (RDCO), Okanagan Collaborative Conservation Program (OCCP), and Okanagan Nation Alliance (ONA)	<p>The Okanagan Lake Responsibility Planning Initiative will be co-led by the Okanagan Nation Alliance (ONA), Okanagan Collaborative Conservation Program (OCCP), and the South Okanagan Collaborative Conservation Program (SOSCP). The Project Team will include members and representatives of Syilx Okanagan Nation, provincial and federal agencies, local governments, academia, conservation organizations, and others who will be identified throughout the process.</p> <p>The aim of this project is to develop a visioning and experiential learning process that will create a greater awareness and understanding of the challenges and opportunities of protecting the environmental, cultural, and economic values of Okanagan Lake. The visioning process will lead to the development of a strategy that will enhance the ways of caring for, protecting, and restoring the values and interests of Okanagan Lake foreshore and associated tributaries within the watershed. The work generated through this project will provide the knowledge and expertise to inform important decisions regarding how natural areas are cared for and managed, help address climate impacts, support sustainable development, and help secure resources and funding to carry out the actions identified in the Strategy.</p> <p>The project is addressing current challenges of shoreline protection, and planning for the region's future at a multi-regional scale. The main objectives are to identify the most pertinent issues impacting our lakes and collaborate to develop a practical and enforceable strategy to enhance shoreline management and source water protection throughout the Okanagan Basin.</p> <p>The project will benefit communities within the region by:</p> <ul style="list-style-type: none"> <li>• Providing leadership in sustainable environmental management;</li> <li>• Addressing cumulative impacts of shoreline development on source water protection, and improving public health and safety;</li> <li>• Identifying effective multi-jurisdictional policies, bylaws, regulations and processes to enhance shoreline management; and</li> <li>• Identifying common approaches in shoreline enhancement and protection that could form part of a region-wide Protection Strategy for Okanagan Lake.</li> </ul> <p>To build on efforts currently underway, in 2020, the advisory team will work through a planning process to co-create a shared vision for an Okanagan Lake Responsibility/Protection Plan. The initiative will develop a unified framework for all levels of government to address the cumulative impacts of shoreline and upland development through a strategy that will increase communications, set development standards and promote best management practices for protecting the many values of Okanagan Lake including fish and wildlife habitat. The process will include experiential learning opportunities and consultation with elected officials, senior management of local, provincial, and federal government as well as elders and senior staff of Okanagan Nation Alliance.</p>	\$20,000.00





# Regional Board Report

**TO:** Regional Board

**FROM:** Murray Kopp  
Director – Parks Services Department

**DATE:** February 3, 2020

**SUBJECT:** Regional Park Provincial Crown Tenure Agreement Renewal Report

**Voting Entitlement:** *All Directors – Stakeholder Weighted Vote - Simple Majority - LGA 209.1*

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**Purpose:** To seek approval to renew the provincial Crown land License of Occupation for the Mission Creek Greenway Regional Park.

## Executive Summary:

The Mission Creek Greenway Regional Park lands are comprised of a number of different tenures, permits, rights of ways, easements, and fee simple lands. In 2017, the License of Occupation for the Mission Creek Greenway expired and is currently on a month-to-month basis with the Province while they find the resources to renew the tenure for the Greenway and many other park tenures for the Regional District. As a result, in order to renew the provincial Crown land License of Occupation for the Mission Creek Greenway, the Province is requesting Regional Board approval to renew the tenure.

## RECOMMENDATION:

**THAT** the Regional Board approves renewing the Mission Creek Greenway Regional Park Provincial Crown Land License of Occupation number 342858, provincial file number 3408741, for up to a 30-year term.

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "Murray Kopp".

Murray Kopp,  
Director – Parks Services

Approved for Board's Consideration

A handwritten signature in black ink, appearing to read "Brian Reardon".

Brian Reardon, CAO

*Prepared by: Wayne Darlington, Manager – Park Planning & Capital Projects*

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### Implications of Recommendation:

Strategic Plan:	The operation of the Regional Park Service and West Electoral Area Service over Crown lands assists in delivering critical park access to all residents of the Central Okanagan, and meets the strategic priorities of the Regional Board: Transportation and Mobility; Economic Development; and Environment.
Financial:	No additional financial requirement as this is the renewal of an existing provincial Crown tenure agreement. On-going operational and capital funding is considered through the development of annual financial plans.
Policy:	Bylaw #884 Official Regional Parks Plan and the Regional Parks and Greenways Plan for the Central Okanagan (2008-2020) provides the overall general guidance for the delivery of Regional Parks.
Legal/Statutory Authority:	Local Government Act Section 191; Regional Parks and Regional Trails Regulation (B.C. Reg. 361/2004, O.C. 772/2004).

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### Background:

The Regional District's Regional Parks Service, Electoral Area East and Electoral Area West Community Parks Services operate a number of parks wholly or partially under provincial Crown land tenures, either as a lease or license of occupation agreement for both foreshore and upland portions of the parks. In total the Regional District has 20 tenure agreements with the province of BC, located in 29 parks (21 Regional Parks, 6 West Electoral Area Community Parks and 2 East Electoral Area Community Parks).

Each provincial Crown tenure has a different term, however in the past a Province of BC Crown tenure term was typically 10 years. The Province is looking to extend these terms on the renewals of all the provincial Crown tenures to 30 years where possible. In 2020, we are expecting to see nine provincial Crown land tenures renewed. The Province has experienced a back log of renewals as a result of the two flood years of 2017 and 2018 where provincial staff and resources were temporarily reallocated in dealing with outcomes of the flood situation.

The Mission Creek Greenway Regional Park is a 16.5 kilometre linear greenway trail that goes from Lakeshore Road to Field Road and on to Phase 3a covering 16.5km. The greenway has key access points at McCulloch Road, Field Road, Hollywood Road South, Mission Creek Regional Park, KLO Road, Casorso Road, Mission Sportsfields, and Truswell Road. The park is arguably the busiest and most visited park in the Regional Park system; in 2018 we estimated that 140,000 residents accessed the greenway over that year. The park provides opportunities for walking, bicycling, horseback riding, and connecting to nature through its self-guided interpretation program. Mission Creek Greenway Regional Park has been strongly supported by our partners, the Friends of Mission Creek, since 1996.

The Crown land license of occupation for the Mission Creek Greenway Regional Park is ready for renewal, license number 342858. The Mission Creek Greenway Regional Park consists of a number of different land tenures, fee simple, Crown land license of occupation, right of ways, easements, permits and agreements. In order to maintain the integrity of Mission Creek Greenway Regional Park as a linear greenway park, this Province of BC License of Occupation requires consideration for renewal as per the terms of the tenure agreement.

In order to proceed forward with this and all future provincial Crown land tenure renewals, the Province requires that the Regional Board provide approval for renewing each agreement. Therefore, it is requested that the Regional Board provides approval to renew the Mission Creek Greenway Regional Park provincial Crown land license of occupation as identified in the recommendation.

**External Implications:**

Since the expiry date for each of these provincial Crown tenures, of October 27<sup>th</sup>, 2017, each tenure has been continued on a month to month basis as per the tenure agreements. It is critical to work with the province to renew each tenure as the province finds the time and resources to prepare each tenure for renewal, in order to ensure that the Regional Parks, Electoral Area East and Electoral Area West Community Parks Services are maintained.

**Alternative Recommendation:**

THAT the Regional Board does not approve renewing the Mission Creek Greenway Regional Park Provincial Crown Land License of Occupation number 342858, provincial file number 3408741, for up to a 30-year term.

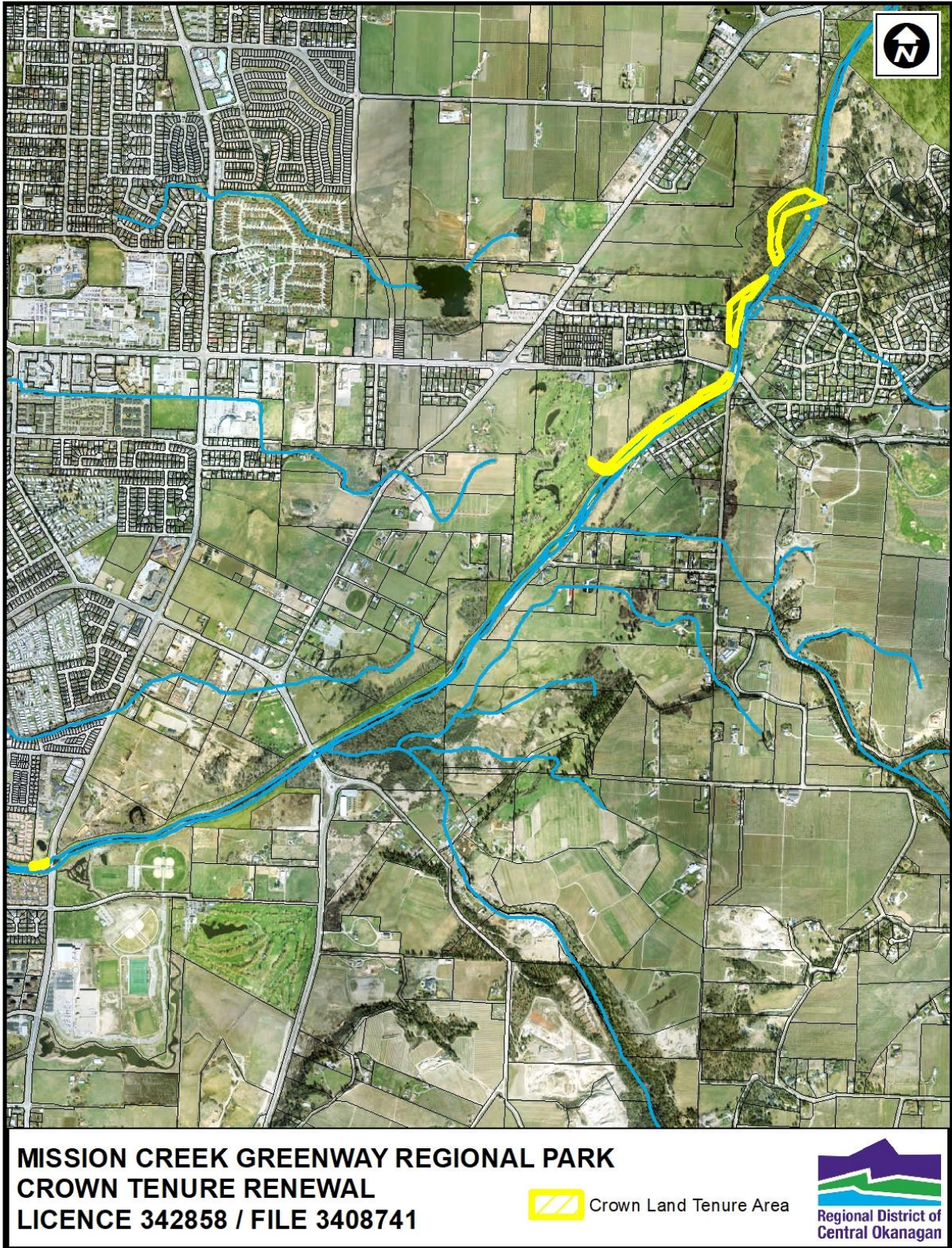
***Considerations not applicable to this report:***

- *General*
- *Organizational*

**Attachment(s):**

- Map of Mission Creek Greenway Regional Park Provincial Crown Tenure Lands
- Provincial License 342858 Mission Creek Greenway to October 27 2017





Licence No.: 342858

File No.: 3408741

Disposition No.: 858856

THIS AGREEMENT is dated for reference September 29, 2016.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

**AND:**

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
1450 K.L.O. Rd  
Kelowna, BC V1W 3Z4

(the "Client")

**WITNESS THAT WHEREAS:**

The Province and City of Kelowna entered into Licence No. 342858 on September 16, 2006; which was subsequently assigned to Regional District of Central Okanagan on June 1, 2016; (herein called the "Document") over those lands more particularly known and described as:

All that unsurveyed Crown foreshore being part of the bed of Mission Creek located within parts of District Lots 131 and 134 and within parts of Sections 6 and 16, Township 26, all of Osoyoos Division Yale District, containing 3.95 hectares, more or less

The parties have agreed to amend the Tenure.

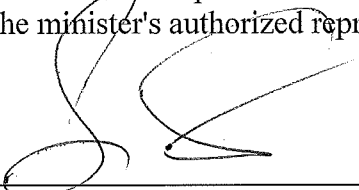
NOW THEREFORE in consideration of the premises, and of the covenants and agreements herein contained, the parties hereto mutually covenant and agree as follows:



- 1 The parties agree to remove and replace Article 2 (2.2) of the Tenure with "The term of this Agreement commences on the Commencement Date and terminates on October 27, 2017, or such earlier date provided for in this Agreement".
- 2 In all other respects the Tenure shall remain in full force and effect and is hereby ratified and confirmed.
- 3 Time shall continue to be of the essence in this agreement and the Tenure.
- 4 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

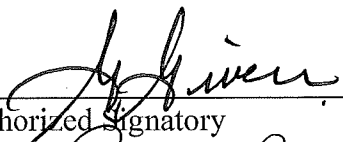
IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement as of the day and year first above written.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

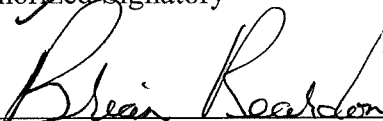


\_\_\_\_\_  
Minister responsible for the *Land Act*  
or the minister's authorized representative

SIGNED on behalf of REGIONAL DISTRICT OF CENTRAL OKANAGAN  
By its authorized signatories



\_\_\_\_\_  
Authorized Signatory



\_\_\_\_\_  
Authorized Signatory



## ENDORSEMENTS

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Licence No. 342858

File: 3408741

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**Endorsement No. 2**

**Date: November 1, 2016**

Licence modified by agreement dated, September 1, 2016 to extend the term of the tenure until October 27, 2017.



**ASSIGNMENT/ASSUMPTION**

Licence. No.: 342858

File No.: 3408741

Disposition No.: 858856

THIS AGREEMENT is dated for reference June 1, 2016.

**BETWEEN:**

CITY OF KELOWNA  
1435 Water Street  
Kelowna BC V1Y 1J4

OF THE FIRST PART

(herein the "Assignor")

**AND:**

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
1450 K.L.O. Road  
Kelowna BC V1W 3Z4

OF THE SECOND PART

(herein the "Assignee")

**AND:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

OF THE THIRD PART

(herein the "Province")

**WITNESS THAT WHEREAS:**

The Province and City of Kelowna entered into Licence No. 342858 on September 16, 2006; "herein called the "Document" over those lands more particularly known and described as:

All that unsurveyed Crown foreshore being part of the bed of Mission Creek located within parts of



District Lots 131 and 134 and within parts of Sections 6 and 16, Township 26, all of Osoyoos Division Yale District, containing 3.95 hectares, more or less

NOW THEREFORE THIS AGREEMENT WITNESSETH that for good and valuable consideration paid by the Assignee to the Assignor and by the Assignee and the Assignor to the Province, the receipt and sufficiency of which is hereby acknowledged by both the Assignor and the Province, the parties agree as follows:

#### ARTICLE I - ASSIGNMENT

- 1.1 The Assignor assigns all of his right, title, interest and estate in and to the Document to the Assignee.

#### ARTICLE II - ASSUMPTION

- 2.1 The Assignee covenants with the Province to assume and be bound by all the terms, conditions, covenants, obligations and agreements contained in the Document.

#### ARTICLE III - CONSENT

- 3.1 The Province consents to the execution and delivery of this agreement and the Assignment.
- 3.2 The Province releases and discharges the Assignor from all the terms, conditions, covenants, obligations and agreements contained in the Document.

#### ARTICLE IV - WARRANTIES AND REPRESENTATIONS

- 4.1 The Assignee warrants and represents to the Province, with the intent that the Province will rely thereon, that the Assignee:
- (a) is a district or municipality incorporated under the *Local Government Act* and has the legal capacity to acquire land.
- 4.2 The Assignee acknowledges to the Province and to the Assignor that:
- (a) the Assignee has inspected the land, and the improvements (if any) situate thereon, which are the subject of the Document and is fully aware of the condition of that land, and the improvements (if any) situate thereon, and accepts same in its current state;
  - (b) the Assignee has reviewed and inspected all municipal and regional by-laws,

regulations and policies concerning the use and development of the land which is the subject of the Document; and

- (c) there are no representations, warranties, collateral agreements or conditions affecting this agreement or the land, and the improvements (if any) situate thereon, which are the subject of the Document except as expressed herein and that this agreement constitutes the entire agreement.

#### **ARTICLE V - NOTICE**

- 5.1 The address of the Assignee for the service of notices or documents under the Document shall be the address specified for the Assignee on the first page of this agreement.

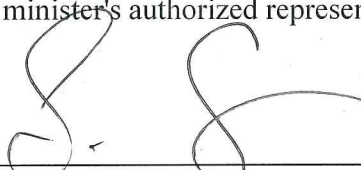
#### **ARTICLE VI - MISCELLANEOUS**

- 6.1 This agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6.2 The parties to this agreement confirm that the terms of the Document remain and continue in full force and effect.
- 6.3 This agreement may not be assigned by the Assignee except in accordance with the provisions of the Document.
- 6.4 This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- 6.5 In this agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and corporation as the case may be.
- 6.6 The captions and headings contained in this agreement are for convenience only and are not to be construed as defining or in anyway limiting the scope or intent of the provisions hereof.
- 6.7 Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and, unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.
- 6.8 If any section of this agreement or any part of a section is found to be illegal or unenforceable, that part or section as the case may be, shall be considered separate and severable and the remaining parts shall be enforceable to the fullest extent permitted by law.

6.9 All schedules attached to this agreement form an integral part of this agreement.

IN WITNESS WHEREOF the Assignor and Assignee have executed this agreement, and the Province has consented thereto, the day and year first above written.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

  
Minister responsible for the *Land Act*  
or the minister's authorized representative

SIGNED on behalf of CITY OF KELOWNA  
by its authorized signatories

  
Authorized Signatory

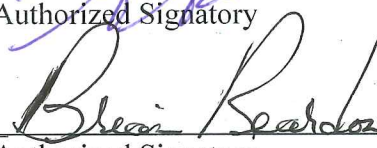
**Colin Basran, MAYOR**

  
Authorized Signatory

**Stephen Fleming,  
City Clerk**

SIGNED on behalf of REGIONAL DISTRICT OF CENTRAL OKANAGAN  
by its authorized signatories

  
Authorized Signatory

  
Authorized Signatory



## LICENCE OF OCCUPATION

Licence No.:

File No.: 3408741

**342858**

Disposition No.: 858856

THIS AGREEMENT is dated for reference September 16, 2006 and is made under the *Land Act*.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the minister responsible for the *Land Act*, Parliament Buildings, Victoria, British Columbia

(the "Province")

**AND:**

**CITY OF KELOWNA**  
Attn: Ron Forbes Property Manager  
1435 Water St  
Kelowna, BC V1Y 1J4

(the "Licensee")

The parties agree as follows:

### ARTICLE 1 - INTERPRETATION

1.1 In this Agreement,

"**Agreement**" means this licence of occupation;

"**Commencement Date**" means September 16, 2006;

"**disposition**" has the meaning given to it in the *Land Act* and includes a licence of occupation;

"**Fees**" means the fees set out in Article 3;

"**Improvements**" includes anything made, constructed, erected, built, altered, repaired or added to, in, on or under the Land, and attached to it or intended to become a part of it, and also includes any clearing, excavating, digging, drilling, tunnelling, filling, grading or ditching of, in, on or under the Land;



**“Land”** means that part or those parts of the following described land shown outlined by bold line on the schedule attached to this Agreement entitled “Legal Description Schedule”:

All that unsurveyed Crown foreshore being part of the bed of Mission Creek located within parts of District Lots 131 and 134 and within parts of Sections 6 and 16, Township 26, all of Osoyoos Division Yale District, containing 3.95 hectares, more or less,

except for those parts of the land that, on the Commencement Date, consist of highways (as defined in the *Highway Act*) and land covered by water;

**“Realty Taxes”** means all taxes, rates, levies, duties, charges and assessments levied or charged, at any time, by any government authority having jurisdiction which relate to the Land, the Improvements or both of them and which you are liable to pay under applicable laws;

**“Security”** means the security referred to in section 6.1 or 6.2, as replaced or supplemented in accordance with section 6.5;

**“Term”** means the period of time set out in section 2.2;

**“we”, “us” or “our”** refers to the Province alone and never refers to the combination of the Province and the Licensee: that combination is referred to as **“the parties”**; and

**“you” or “your”** refers to the Licensee.

- 1.2 In this Agreement, “person” includes a corporation, firm or association and wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties require.
- 1.3 The captions and headings contained in this Agreement are for convenience only and do not define or in any way limit the scope or intent of this Agreement.
- 1.4 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 1.5 Where there is a reference to an enactment of the Province of British Columbia or of Canada in this Agreement, that reference will include a reference to every amendment to it, every regulation made under it and any subsequent enactment of like effect and, unless otherwise indicated, all enactments referred to in this Agreement are enactments of the Province of British Columbia.



- 1.6 If any section of this Agreement, or any part of a section, is found to be illegal or unenforceable, that section or part of a section, as the case may be, will be considered separate and severable and the remainder of this Agreement will not be affected and this Agreement will be enforceable to the fullest extent permitted by law.
- 1.7 Each schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 1.8 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- 1.9 Each party will, upon the request of the other, do or cause to be done all lawful acts necessary for the performance of the provisions of this Agreement.
- 1.10 All provisions of this Agreement in our favour and all of our rights and remedies, either at law or in equity, will survive the termination of this Agreement.
- 1.11 Time is of the essence of this Agreement.
- 1.12 Wherever this Agreement provides that an action may be taken, a consent or approval must be obtained or a determination must be made, then you or we, as the case may be, will act reasonably in taking such action, deciding whether to provide such consent or approval or making such determination; but where this Agreement states that you or we have sole discretion to take an action, provide a consent or approval or make a determination, there will be no requirement to show reasonableness or to act reasonably in taking that action, providing that consent or approval or making that determination.

## **ARTICLE 2 - GRANT AND TERM**

- 2.1 On the terms and conditions set out in this Agreement, we grant you a licence of occupation of the Land for Park purposes, and you acknowledge this licence of occupation does not grant you exclusive use and occupancy of the Land.
- 2.2 The term of this Agreement commences on the Commencement Date and terminates on the 10th anniversary of that date, or such earlier date provided for in this Agreement.

## **ARTICLE 3 - FEES**

- 3.1 The Fee for the Term is \$1.00, the receipt of which we acknowledge.

## ARTICLE 4 - COVENANTS

### 4.1 You must

- (a) pay, when due,
  - (i) the Fees to us at the address set out in Article 10,
  - (ii) the Realty Taxes, and
  - (iii) all charges for electricity, gas, water and other utilities supplied to the Land for use by you or on your behalf or with your permission;
- (b) deliver to us, immediately upon demand, receipts or other evidence of the payment of Realty Taxes and all other money required to be paid by you under this Agreement;
- (c) observe, abide by and comply with
  - (i) all applicable laws, bylaws, orders, directions, ordinances and regulations of any government authority having jurisdiction in any way affecting your use or occupation of the Land or the Improvements, and
  - (ii) the provisions of this Agreement;
- (d) in respect of the use of the Land by you or by anyone you permit to use the Land, keep the Land and the Improvements in a safe, clean and sanitary condition satisfactory to us, and at our written request, rectify any failure to comply with such a covenant by making the Land and the Improvements safe, clean and sanitary;
- (e) not commit any wilful or voluntary waste, spoil or destruction on the Land or do anything on the Land that may be or become a nuisance or annoyance to an owner or occupier of land in the vicinity of the Land;
- (f) use and occupy the Land only in accordance with and for the purposes set out in section 2.1;
- (g) not construct, place or affix any Improvement on or to the Land except as necessary for the purposes set out in section 2.1;
- (h) pay all accounts and expenses as they become due for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, except for money that you are required to hold back under the *Builders Lien Act*;

- (i) if any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at your request, on your behalf or with your permission, immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by you and you have taken the steps necessary to ensure that the claim of lien will not subject the Land or any interest of yours under this Agreement to sale or forfeiture;
- (j) not cut or remove timber on or from the Land without
  - (i) our prior written consent, and
  - (ii) being granted the right under the *Forest Act* to harvest Crown timber on the Land;
- (k) permit us, or our authorized representatives, to enter on the Land at any time to inspect the Land and the Improvements, provided that in regard to our inspection of the Improvements we take reasonable steps to minimize any disruption of your operations;
- (l) indemnify and save us and our servants, employees and agents harmless against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of
  - (i) your breach, violation or nonperformance of a provision of this Agreement, and
  - (ii) any personal injury, bodily injury (including death) or property damage occurring or happening on or off the Land by virtue of your entry upon, use or occupation of the Land,and the amount of all such losses, damages, costs and liabilities will be payable to us immediately upon demand; and
- (m) on the termination of this Agreement,
  - (i) peaceably quit and deliver to us possession of the Land and, subject to paragraphs (ii), (iii) and (iv), the Improvements in a safe, clean and sanitary condition,
  - (ii) within 90 days, remove from the Land any Improvement you want to remove, if the Improvement was placed on or made to the Land by you and you are not in default of this Agreement,
  - (iii) not remove any Improvement from the Land if you are in default of this Agreement, unless we direct or permit you to do so under paragraph (iv),



- (iv) remove from the Land any Improvement that we, in writing, direct or permit you to remove, other than any Improvement permitted to be placed on or made to the Land under another disposition, and
- (v) restore the surface of the Land as nearly as may reasonably be possible to the same condition as it was on the Commencement Date, to our satisfaction, but if you are not directed or permitted to remove an Improvement under paragraph (iv), this paragraph will not apply to that part of the surface of the Land on which that Improvement is located,

and all of your right, interest and estate in the Land will be absolutely forfeited to us, and to the extent necessary, this covenant will survive the termination of this Agreement.

4.2 You will not permit any person to do anything you are restricted from doing under this Article.

#### ARTICLE 5 - LIMITATIONS

5.1 You agree with us that

- (a) we are under no obligation to provide access or services to the Land or to maintain or improve existing access roads;
- (b) this Agreement is subject to
  - (i) all subsisting dispositions and subsisting grants to or rights of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act*, or any extension or renewal of the same, whether or not you have actual notice of them, and
  - (ii) the exceptions and reservations of interests, rights, privileges and titles referred to in section 50 of the *Land Act*;
- (c) without limiting subsection 4.1(l), you must indemnify and save us and our servants, employees and agents harmless from and against all claims, actions, causes of action, losses, damages, costs and liabilities, including fees of solicitors and other professional advisors, arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right of any person made or acquired under the *Coal Act, Forest Act, Mineral Tenure Act, Petroleum and Natural Gas Act, Range Act, Wildlife Act or Water Act* (or any prior or subsequent enactment of the Province of British Columbia of like effect), or any extension or renewal of the same, whether or not you have actual notice of them, and the amount of

all such losses, damages, costs and liabilities will be payable to us immediately upon demand;

- (d) you release us from all claims, actions, causes of action, suits, debts and demands that you now have or may at any time in the future have against us arising out of any conflict between your rights under this Agreement and the rights of any person under a disposition or under a subsisting grant to or right made or acquired under the enactments referred to in subsection (c), and you acknowledge that this Agreement and your rights under this Agreement are subject to those grants and rights referred to in subsection (c) whether or not you have actual notice of them.
- (e) we may make other dispositions of or over the Land;
- (f) you will make no claim for compensation, in damages or otherwise, in respect of a disposition made under subsection (e), where such disposition does not materially affect the exercise of your rights under this Agreement;
- (g) subject to subsection (f), all of your costs and expenses, direct or indirect, that arise out of any lawful interference with your rights under this Agreement as a result of the exercise or operation of the interests, rights, privileges and titles reserved to us in subsections (b) and (e) will be borne solely by you;
- (h) you will not commence or maintain proceedings under section 65 of the *Land Act* in respect of any lawful interference with your rights under this Agreement that arises as a result of the exercise or operation of the interests, rights, privileges and titles described in subsections (b) and (e);
- (i) you will not remove or permit the removal of any Improvement from the Land except as expressly permitted or required under this Agreement;
- (j) any interest you may have in the Improvements ceases to exist and becomes our property upon the termination of this Agreement, except where an Improvement may be removed under paragraph 4.1(m)(ii), (iii) or (iv) in which case any interest you may have in that Improvement ceases to exist and becomes our property if the Improvement is not removed from the Land within the time period set out in paragraph 4.1(m)(ii) or the time period provided for in the direction or permission given under paragraph 4.1(m)(iii); and
- (k) if, after the termination of this Agreement, we permit you to remain in possession of the Land and we accept money from you in respect of such possession, a tenancy from year to year will not be created by implication of law and you will be deemed to be a monthly occupier only subject to all of the provisions of this Agreement, except as to duration, in the absence of a written agreement to the contrary.



## ARTICLE 6 - SECURITY AND INSURANCE

- 6.1 On the Commencement Date, you will deliver to us security in the amount of \$0.00 which will
- (a) guarantee the performance of your obligations under this Agreement;
  - (b) be in the form required by us; and
  - (c) remain in effect until we certify, in writing, that you have fully performed your obligations under this Agreement.
- 6.2 Despite section 6.1, your obligations under that section are suspended for so long as you maintain in good standing other security acceptable to us to guarantee the performance of your obligations under this Agreement and all other dispositions held by you.
- 6.3 We may use the Security for the payment of any costs and expenses incurred by us to perform any of your obligations under this Agreement that are not performed by you or to pay any overdue Fees and, if such event occurs, you will, within 30 days of that event, deliver further Security to us in an amount equal to the amount drawn down by us.
- 6.4 After we certify, in writing, that you have fully performed your obligations under this Agreement, we will return to you the Security maintained under section 6.1, less all amounts drawn down by us under section 6.3.
- 6.5 You acknowledge that we may, from time to time, notify you to
- (a) change the form or amount of the Security; and
  - (b) provide and maintain another form of Security in replacement of or in addition to the Security posted by you under this Agreement;
- and you will, within 60 days of receiving such notice, deliver to us written confirmation that the change has been made or the replacement or additional form of Security has been provided by you.
- 6.6 You must
- (a) without limiting your obligations or liabilities under this Agreement, at your expense, effect and keep in force during the Term Comprehensive/Commercial General Liability insurance protecting us as an additional insured in an amount of not less than \$1,000,000.00 inclusive per occurrence insuring against liability for personal injury, bodily injury (including death) or property damage, and claims for liability assumed under contract, arising from all accidents or occurrences on the Land or the



Improvements;

- (b) on the Commencement Date and immediately upon demand, deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance required to be maintained by you under this Agreement;
- (c) ensure that all insurance required to be maintained by you under this Agreement is
  - (i) placed with insurers licensed in British Columbia,
  - (ii) primary and does not require the sharing of any loss by any insurer that insures us, and
  - (iii) endorsed to provide us with 30 days' advance written notice of cancellation or material change; and
- (d) deliver or cause to be delivered to us, immediately upon demand, certified copies of all policies of insurance required to be maintained by you under this Agreement.

6.7 You acknowledge that we may, from time to time, notify you to

- (a) change the amount of insurance set out in subsection 6.6(a); and
- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained by you under this Agreement;

and you will, within 60 days of receiving such notice, cause the amounts and types to be changed and deliver to us a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by you under this Agreement.

## ARTICLE 7 - ASSIGNMENT

- 7.1 You must not sublicense, assign, mortgage or transfer this Agreement, or permit any person to use or occupy the Land, without our prior written consent, which consent we may withhold in our sole discretion.
- 7.2 For the purpose of section 7.1, if you are a corporation, a change in control (as that term is defined in subsection 2(3) of the *Business Corporations Act*) will be deemed to be a transfer of this Agreement.
- 7.3 Section 7.2 does not apply to a corporation if the shares of the corporation which carry votes for the election of the directors of the corporation trade on a stock exchange located in Canada.



- 7.4 Prior to considering a request for our consent under section 7.1, we may require you to meet certain conditions, including without limitation, that you submit to us a "site profile", "preliminary site investigation" or "detailed site investigation" (as those terms are defined in the *Environmental Management Act*) for the Land or other similar type of investigation of the Land.

## ARTICLE 8 - TERMINATION

- 8.1 You agree with us that

- (a) if you
  - (i) default in the payment of any money payable by you under this Agreement, or
  - (ii) fail to observe, abide by and comply with the provisions of this Agreement (other than the payment of any money payable by you under this Agreement),and your default or failure continues for 60 days after we give written notice of the default or failure to you,
- (b) if, in our opinion, you fail to make diligent use of the Land for the purposes set out in this Agreement, and your failure continues for 60 days after we give written notice of the failure to you;
- (c) if you
  - (i) become insolvent or make an assignment for the general benefit of your creditors,
  - (ii) commit an act which entitles a person to take action under the *Bankruptcy and Insolvency Act* (Canada) or a bankruptcy petition is filed or presented against you or you consent to the filing of the petition or a decree is entered by a court of competent jurisdiction adjudging you bankrupt under any law relating to bankruptcy or insolvency, or
  - (iii) voluntarily enter into an arrangement with your creditors;
- (d) if you are a corporation,
  - (i) a receiver or receiver-manager is appointed to administer or carry on your business, or
  - (ii) an order is made, a resolution passed or a petition filed for your liquidation or

winding up;

- (e) if you are a society, you convert into a company in accordance with the *Society Act* without our prior written consent;
- (f) if this Agreement is taken in execution or attachment by any person; or
- (g) if we require the Land for our own use or, in our opinion, it is in the public interest to cancel this Agreement and we have given you 60 days' written notice of such requirement or opinion;

this Agreement will, at our option and with or without entry, terminate and your right to use and occupy the Land will cease.

8.2 If the condition complained of (other than the payment of any money payable by you under this Agreement) reasonably requires more time to cure than 60 days, you will be deemed to have complied with the remedying of it if you commence remedying or curing the condition within 60 days and diligently complete the same.

8.3 You agree with us that

- (a) you will make no claim for compensation, in damages or otherwise, upon the lawful termination of this Agreement under section 8.1; and
- (b) our remedies under this Article are in addition to those available to us under the *Land Act*.

## ARTICLE 9 - DISPUTE RESOLUTION

- 9.1 If any dispute arises under this Agreement, the parties will make all reasonable efforts to resolve the dispute within 60 days of the dispute arising (or within such other time period agreed to by the parties) and, subject to applicable laws, provide candid and timely disclosure to each other of all relevant facts, information and documents to facilitate those efforts.
- 9.2 Subject to section 9.5, if a dispute under this Agreement cannot be resolved under section 9.1, we or you may refer the dispute to arbitration conducted by a sole arbitrator appointed pursuant to the *Commercial Arbitration Act*.
- 9.3 The cost of the arbitration referred to in section 9.2 will be shared equally by the parties and the arbitration will be governed by the laws of the Province of British Columbia.
- 9.4 The arbitration will be conducted at our offices (or the offices of our authorized representative) in Kamloops, British Columbia, and if we or our authorized representative have no office in Kamloops, British Columbia, then our offices (or the offices of our authorized representative)

that are closest to Kamloops, British Columbia.

- 9.5 A dispute under this Agreement in respect of a matter within our sole discretion cannot, unless we agree, be referred to arbitration as set out in section 9.2.

#### ARTICLE 10 - NOTICE

- 10.1 Any notice required to be given by either party to the other will be deemed to be given if mailed by prepaid registered mail in Canada or delivered to the address of the other as follows:

to us

MINISTRY OF AGRICULTURE AND LANDS  
3rd Floor, 145-3rd Ave.  
Kamloops, BC V2C 3M1;

to you

CITY OF KELOWNA  
Attn: Ron Forbes Property Manager  
1435 Water St  
Kelowna, BC V1Y 1J4;

or at such other address as a party may, from time to time, direct in writing, and any such notice will be deemed to have been received if delivered, on the day of delivery, and if mailed, 7 days after the time of mailing, except in the case of mail interruption in which case actual receipt is required.

- 10.2 In order to expedite the delivery of any notice required to be given by either party to the other, a concurrent facsimile copy of any notice will, where possible, be provided to the other party but nothing in this section, and specifically the lack of delivery of a facsimile copy of any notice, will affect the deemed delivery provided in section 10.1.
- 10.3 The delivery of all money payable to us under this Agreement will be effected by hand, courier or prepaid regular mail to the address specified above, or by any other payment procedure agreed to by the parties, such deliveries to be effective on actual receipt.

#### ARTICLE 11 - MISCELLANEOUS

- 11.1 No provision of this Agreement will be considered to have been waived unless the waiver is in

- writing, and a waiver of a breach of a provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other provision of this Agreement, and a consent or approval to any act requiring consent or approval will not waive or render unnecessary the requirement to obtain consent or approval to any subsequent same or similar act.
- 11.2 No remedy conferred upon or reserved to us under this Agreement is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to all other remedies in this Agreement or then existing at law, in equity or by statute.
- 11.3 The grant of a sublicense, assignment or transfer of this Agreement does not release you from your obligation to observe and perform all the provisions of this Agreement on your part to be observed and performed unless we specifically release you from such obligation in our consent to the sublicense, assignment or transfer of this Agreement.
- 11.4 This Agreement extends to, is binding upon and enures to the benefit of the parties, their heirs, executors, administrators, successors and permitted assigns.
- 11.5 If, due to a strike, lockout, labour dispute, act of God, inability to obtain labour or materials, law, ordinance, rule, regulation or order of a competent governmental authority, enemy or hostile action, civil commotion, fire or other casualty or any condition or cause beyond your reasonable control, other than normal weather conditions, you are delayed in performing any of your obligations under this Agreement, the time for the performance of that obligation will be extended by a period of time equal to the period of time of the delay so long as
- (a) you give notice to us within 30 days of the commencement of the delay setting forth the nature of the delay and an estimated time frame for the performance of your obligation; and
  - (b) you diligently attempt to remove the delay.
- 11.6 You agree with us that
- (a) we are under no obligation, express or implied, to provide financial assistance or to contribute toward the cost of servicing, creating or developing the Land or the Improvements and you are solely responsible for all costs and expenses associated with your use of the Land and the Improvements for the purposes set out in this Agreement; and
  - (b) nothing in this Agreement constitutes you as our agent, joint venturer or partner or gives you any authority or power to bind us in any way.
- 11.7 This Agreement does not override or affect any powers, privileges or immunities to which you are entitled under any enactment of the Province of British Columbia.





The parties have executed this Agreement as of the date of reference of this Agreement.

SIGNED on behalf of **HER MAJESTY  
THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA**  
by the minister responsible for the *Land Act*  
or the minister's authorized representative

Minister responsible for the *Land Act*  
or the minister's authorized representative

SIGNED on behalf of **CITY OF KELOWNA**  
by its authorized signatories

Authorized Signatory

DOUG GILCHRIST  
MGR, CDRB

Authorized Signatory



## LEGAL DESCRIPTION SCHEDULE

All that unsurveyed Crown foreshore being part of the bed of Mission Creek located within parts of District Lots 131 and 134 and within parts of Sections 6 and 16, Township 26, all of Osoyoos Division Yale District, containing 3.95 hectares, more or less

Please refer to the attached four sketches.



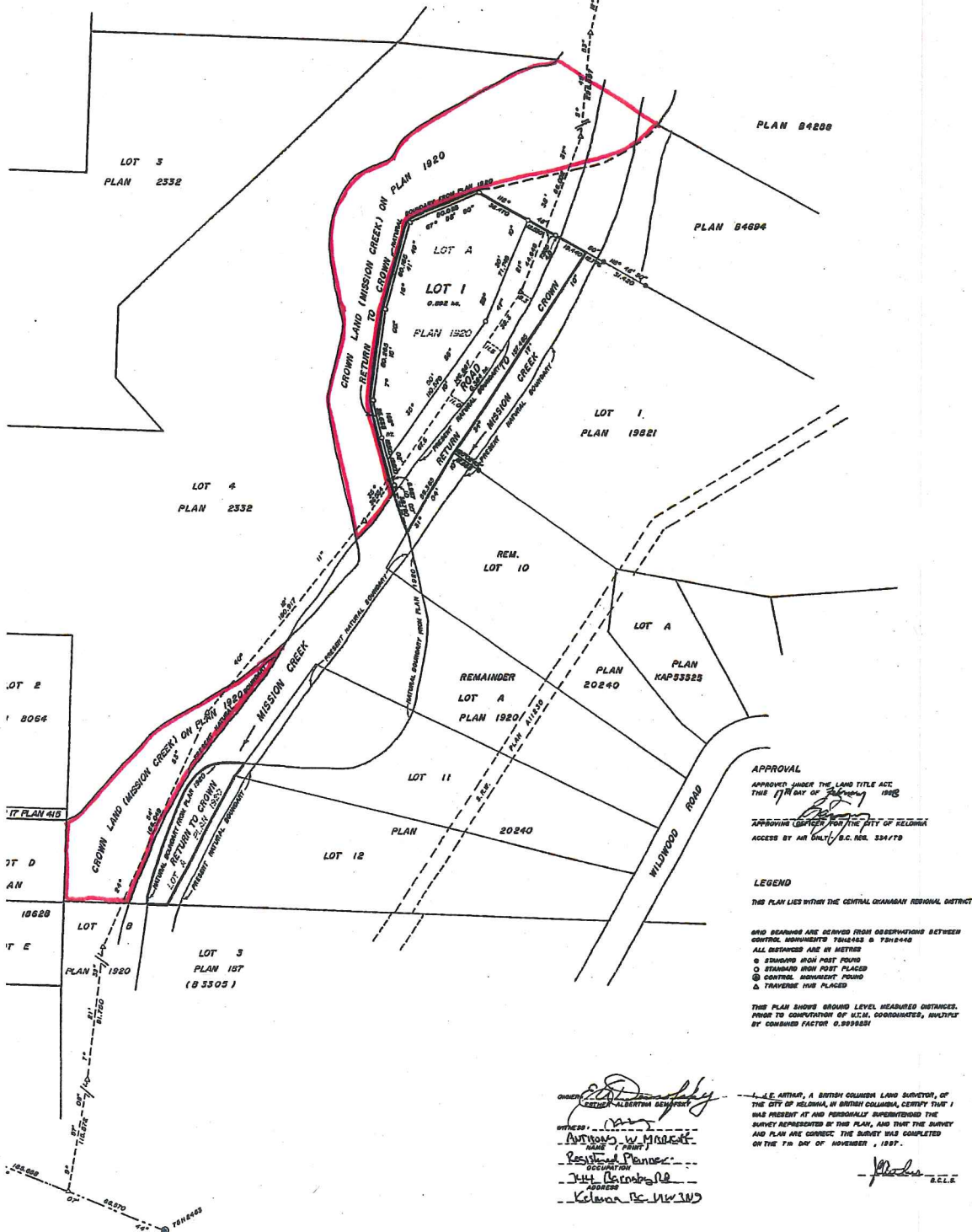




PLAN KAP\_61083

DEPOSITED IN THE LAND TITLE OFFICE AT KAMLOOPS, B.C.  
THIS 29 DAY OF Jan 1988

f Law CB Smith \_\_\_\_\_ g  
REGISTRAR



**APPROVAL**

APPROVED UNDER THE LAND TITLE ACT.  
THIS 17<sup>TH</sup> DAY OF February 1908

APPROVING OFFICER FOR THE CITY OF KEDONIA  
ACCESS BY AIR ONLY - B.C. REG. 334/T9

**LEGEND**

THIS PLAN LIES WITHIN THE CENTRAL OKANAGAN REGIONAL DISTRICT

GRID BEARINGS ARE DERIVED FROM OBSERVATIONS BETWEEN  
CONTROL MONUMENTS TSM12423 & TSM12442  
ALL DISTANCES ARE IN METRES

- STANDARD IRON POST FOUND
- STANDARD IRON POST PLACED
- ▲ CONTROL MONUMENT FOUND
- △ TRAVERSE HUB PLACED

THIS PLAN SHOWS GROUND LEVEL MEASURED DISTANCES.  
PRIOR TO COMPUTATION OF U.T.M. COORDINATES, MULTIPLY  
BY CONVERSION FACTOR 0.9998231

L. E. ARTHUR, A BRITISH COLUMBIA LAND SURVEYOR, OF THE CITY OF KELOWNA, IN BRITISH COLUMBIA, CERTIFY THAT I WAS PRESENT AT AND PERSONALLY SUPERVISED THE SURVEY REPRESENTED BY THIS PLAN, AND THAT THE SURVEY AND PLAN ARE CORRECT. THE SURVEY WAS COMPLETED ON THE 7th DAY OF NOVEMBER, 1957.

J.E. ARTHUR & ASSOCIATES  
P.C. LAND SURVEYORS  
2653 MONROD ROAD KELDUMA, B.  
WY 264 752-2262

FB 13 FILE 4891

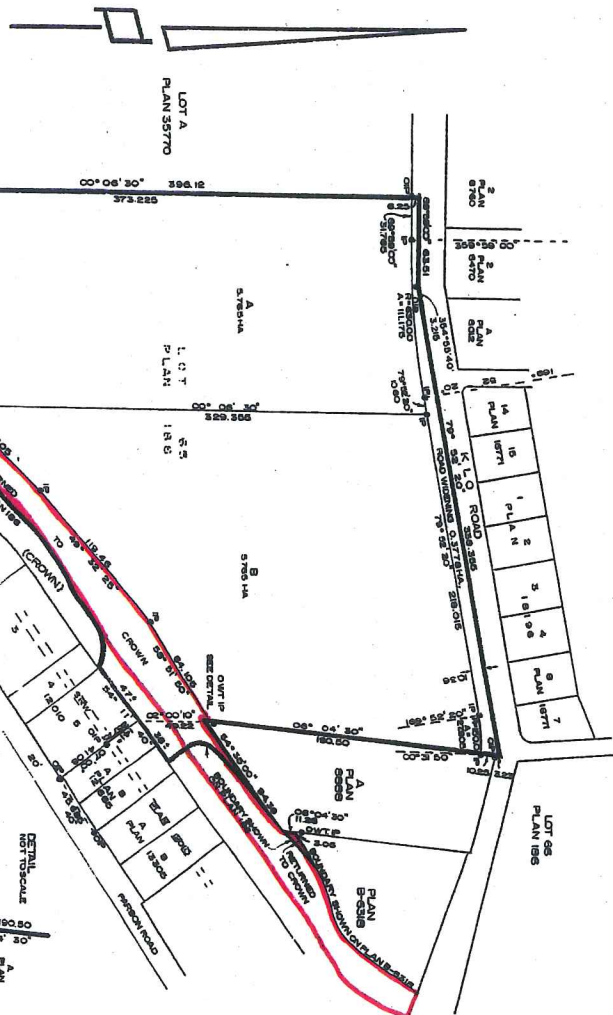




19-CO.214+217

PLAN OF SUBDIVISION OF LOT 66, PLAN 186, EXCEPT THOSE PARTS INCLUDED WITHIN THE BOUNDARIES OF PLANS B-6318, 9888 AND 12010, DISTRICT LOT 131, O.D.Y.D.

SCALE: 1:2000 METRES



PLAN No. 32254

DEPOSITED IN THE LAND TITLE OFFICE AT HALLOW, B.C. THIS 10 DAY OF May, 1988

*[Signature]*

1/3 6466  
P.S.

THE REGISTERED OWNER HEREBY DECLARES THAT THEY HAVE ENTERED INTO A COVENANT WITH THE CITY OF VICTORIA

LEGEND

BOUNDARIES ARE APPROXIMATE AND NOT TO BE USED FOR A COVENANT  
 \* OP\* DEMOTES OLD HIGH ROAD  
 \* P\* DEMOTES HIGH ROAD

APPROVAL 13<sup>th</sup> OF JULY 1988

APPROVED UNDER THE LAND TITLE ACT THE 23 DAY OF JULY 1988

THIS PLAN LIES WITHIN THE REGIONAL DISTRICT OF CENTRAL OKANAGAN

WITNESS  
 OWNER  
 T.E. FERGUSON & ASSOC.  
 218-428 HORTON STREET, VICTORIA, B.C.  
 218-428 HORTON STREET, VICTORIA, B.C.

T.E. FERGUSON, A BRITISH COLUMBIA LAND SURVEYOR, OF THE PROVINCE OF BRITISH COLUMBIA, HAS PREPARED AND PERSONALLY SUPERINTENDED THE SURVEY AND CORRECT THE SURVEY WAS COMPLETED ON THE 21<sup>st</sup> DAY OF JULY 1988

T.E. FERGUSON & ASSOC.  
 BRITISH COLUMBIA LAND SURVEYORS  
 218-428 HORTON STREET, VICTORIA, B.C.  
 TEL. 753-210





40137

SUBDIVISION PLAN OF LOT 2, PLAN 33913  
D.L. 134 AND SEC. 6, TP. 26, O.D.Y.D.

PLAN NO. 40137

Deposited in the Land Title Office at  
Kamloops, B.C. this 15 day of  
Sept 1988.

SCALE: 1:1250 (All distances are in metres)

**LEGEND**

EARINGS ARE GRID BEARINGS AND ARE DERIVED

POM PLAN 33913  
OIP - IRON POST SOUND

IP - IRON POST SET

LOT 1 PLAN 26929

*[Signature]*  
Registrar

KEB1513

LOT 2

PLAN

39987

LOT F

PLAN 1829

LOT 2

PLAN 4870

LOT 3

PLAN 33913

The registered owner designated hereon declares that he has entered into a covenant with the Province of British Columbia and the City of Kelowna under Sec 215 of the Land Title Act.

OWNER:  
MKS RESOURCES INC

proved under the Land Title Act, this  
25 day of AUGUST 1988.

oving Officer for the City of Kelowna

I, R R Runnalls, a British Columbia land surveyor, of the City of Kelowna, in British Columbia, certify that I was present at and personally superintended the survey represented by this plan, and that the survey and plan are correct. The survey was completed on the 12th day of August, 1988.

R. R. RUNNALLS & ASSOCIATES  
B. C. LAND SURVEYORS.  
NO 2-1470 WATER ST KELOWNA, B.C.  
V1Y-1J5 783-7322  
FILE 8846

Page 19 of 19

342858





## ENDORSEMENTS

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Licence No. 342858

File: 3408741

---

**Endorsement No. 1**

**Date: July 20, 2016**

Assigned unto **Regional District of Central Okanagan** by Agreement dated,  
June 1, 2016.





Ministry of  
Forests, Lands and  
Natural Resource Operations



Our File: 3408741  
Your File: 6130-31 MCG

July 20, 2016

Regional District of Central Okanagan  
1450 K.L.O. Road  
Kelowna BC V1W 3Z4

Dear Wayne Darlington:

Enclosed is the Original Tenure number 342858 covering All that unsurveyed Crown foreshore being part of the bed of Mission Creek located within parts of District Lots 131 and 134 and within parts of Sections 6 and 16, Township 26, all of Osoyoos Division Yale District, containing 3.95 hectares, more or less endorsed with respect to an assignment dated, June 1, 2016

from City of Kelowna  
to **Regional District of Central Okanagan**  
of 1450 K.L.O. Road  
Kelowna BC V1W 3Z4

The Licence is now recorded in the name of Regional of District Central Okanagan.

Please ensure that this document is kept in a safe location, as it must be presented to Ministry of Forests, Lands and Natural Resource Operations for assignment.

Should you have any questions regarding this matter, please contact me at the telephone number or e-mail address listed below.

Yours truly,

Heather Gervan  
Portfolio Administrator

Encl.

pc: BC Assessment Authority, Kelowna





# Regional Board Report

**TO:** Regional Board

**FROM:** Murray Kopp  
Director - Parks Services Department

**DATE:** February 3, 2020

**SUBJECT:** Mission Creek Greenway Regional Park Operation and Maintenance Agreement

**Voting Entitlement:** *All Directors – Weighted Vote – Simple Majority – LGA 210.2*

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**Purpose:** To seek approval from the Regional Board to renew the Mission Creek Greenway Regional Park Operation and Maintenance Agreement with the City of Kelowna for another 5-year term.

## Executive Summary:

The Regional District operates the Mission Creek Greenway Regional Park on behalf of all residents of the Central Okanagan. The Greenway is made up of a varying mix of land tenures that are either owned or tenured to the Regional District and/or the City of Kelowna. Both parties view the Mission Creek Greenway as an amenity that benefits the greater region and as such the aggregation of these lands have been identified as a key RDCO Regional Park. Since 1999 the Regional District has operated the Mission Creek Greenway in concert with City of Kelowna tenured lands through the application of an operation and maintenance agreement. The Mission Creek Greenway Regional Park Operation and Maintenance Agreement has expired and requires a renewal for another 5-year term.

## RECOMMENDATION:

**THAT** the Regional Board approve renewing the Mission Creek Greenway Regional Park Operation and Maintenance Agreement with the City of Kelowna for a 5-year term commencing April 1, 2019 and ending on March 31, 2024.

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "M. Kopp", written over a light blue grid background.

Murray Kopp,  
Director – Parks Services

Approved for Board's Consideration

A handwritten signature in black ink, appearing to read "Brian Reardon", written over a light blue grid background.

Brian Reardon, CAO

*Prepared by: Wayne Darlington, Manager – Park Planning & Capital Projects*



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**Implications of Recommendation:**

Strategic Plan:	The operation of the Mission Creek Greenway Regional Park through the partnership with the City of Kelowna assists to deliver this critical park to all residents of the Central Okanagan, and meets the strategic priorities of the Regional Board: Transportation and Mobility; Economic Development; and Environment.
Financial:	No additional financial requirement as this is the renewal of an on-going agreement to continue to operate the Mission Creek Greenway. On-going operational and capital funding is considered through the development of annual financial plans.
Policy:	Bylaw No. 884 Official Regional Parks Plan and the Regional Parks and Greenways Plan for the Central Okanagan (2008-2020) provide the overall general guidance for the delivery of Regional Parks.
Legal/Statutory Authority:	Local Government Act Section 191; Regional Parks and Regional Trails Regulation (B.C. Reg. 361/2004, O.C. 772/2004).

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**Background:**

The Regional District and the City of Kelowna along with the Friends of Mission Creek have had a long term partnership towards the creation of the Mission Creek Greenway from Lakeshore Road to Field Road and on to Phase 3a covering 16.5km. The City of Kelowna and the Regional District have jointly agreed that the Mission Creek Greenway serves the greater Central Okanagan region where residents from across the region can enjoy its recreational benefits.

The Mission Creek Greenway is a complex mixture of land ownership and tenure types, where both the City and Regional District own or have controlling tenure over lands along the greenway. The City of Kelowna greenway tenured lands have been managed by the Regional District under an operation and maintenance agreement since 1999. The Regional District and City have regularly renewed the agreement to ensure on-going operations and maintenance of the greenway, the agreement has expired and is in need of renewal, until renewal it continues on a month to month basis.

The operation and maintenance agreement with the City of Kelowna provides the Regional District the ability to manage those City of Kelowna controlled lands as part of the larger Mission Creek Greenway Regional Park. This agreement is required to maintain consistency on the delivery and level of service provided to the Central Okanagan community in the delivery of the Mission Creek Greenway.

For this renewal of the agreement with the City of Kelowna, there has been an addition of one property at 2130 KLO Road for a future parking area and the removal of crown land tenures that were transferred to the Regional District. Other changes included minor adjustments to property boundaries, corrections to any grammar or spelling errors or updates to the document structure to be consistent with current terminology, bylaws, acts, and legal requirements.

In conclusion, Regional District staff request that the Regional Board approves the renewal of the operation and maintenance agreement with the City of Kelowna for the operation of the Mission Creek Greenway Regional Park over City of Kelowna tenured lands.

**External Implications:**

The renewal of the agreement is required to maintain consistency in the delivery of service levels for the Mission Creek Greenway. In the event the agreement is not supported, the delivery of services for the Mission Creek Greenway may be affected.

**Alternative Recommendation:**

**THAT** the Regional Board does not approve renewing the Mission Creek Greenway Regional Park License of Occupation Agreement with the City of Kelowna for a 5-year term commencing on April 1<sup>st</sup>, 2019 and ending on March 31<sup>st</sup>, 2024.

***Considerations not applicable to this report:***

- *General*
- *Organizational*

**Attachment(s):**

- Mission Creek Greenway Management and Regulation Contract Agreement

MISSION CREEK GREENWAY REGIONAL PARK/SCENIC CANYON REGIONAL PARK  
MANAGEMENT AND REGULATION CONTRACT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

CITY OF KELOWNA  
A municipal corporation having offices at  
1435 Water Street  
Kelowna, British Columbia, V1Y 1J4  
  
(the "City")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
A regional district having offices at  
1450 KLO Road  
Kelowna, British Columbia, V1W 3Z4  
  
(the "Regional District")

OF THE SECOND PART

WHEREAS the parties are acquiring lands along the corridor of Mission Creek for use as a park known as the *Mission Creek Greenway Regional Park* (the "Greenway");

AND WHEREAS the Greenway presently consists of a linear park having a length of approximately 16.5 kilometers as shown in Schedule A, maps 1, 2, 3 and 4;

AND WHEREAS the parties intend to acquire more lands to be added to and form part of the Greenway and accordingly all references to the Greenway in this Agreement is to all present and future lands forming part of the Greenway;

AND WHEREAS for the purposes of this Agreement it is acknowledged and agreed that all lands constituting the Greenway are deemed to be acquired for use as a Regional Park pursuant to the *Local Government Act*

AND WHEREAS the Regional District may by bylaw make rules and regulations governing the management, regulation, operation and maintenance of lands in a Regional Park and exercise all powers of a Regional District pursuant to the *Local Government Act*.

AND WHEREAS the parties have entered into this Agreement pursuant to the Community Charter and the *Local Government Act* to establish the terms and conditions of the management, regulation, operation and maintenance of the Greenway by the Regional District.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Term and Fee**

The term of this Agreement shall be for five (5) years commencing the 1st day of April, 2019. The Fee for the Term is \$1.00, the receipt of which we acknowledge.

**2. Greenway as Regional Park**

The parties hereby agree that for the purposes of this Agreement the lands acquired and to be acquired constituting the Greenway are deemed to be acquired for use as a Regional Park pursuant to the *Local Government Act*.

**3. Management, Regulation, Operation and Maintenance of the Greenway**

The Regional District shall manage, regulate, operate and maintain the Greenway as a Regional Park including the following:

- a) Operate, maintain, and manage the Greenway in accordance with set practices for operating, maintaining, and managing Regional Parks and the standards as set forth in Schedule 'B';
- b) Enforcement of all rules, regulations and policies applicable to the Greenway including Regional District Regional Parks Regulation Bylaw No. 1427 and Regional Parks Services and Facilities Fees and Charges Bylaw No. 1428 as amended from time to time;
- c) Provision of all public information services concerning the Greenway.

**4. Limitation on Regional District Responsibilities**

- a) The Regional District shall be solely responsible for management, regulation, operation and maintenance of the surface of the lands and amenities of the Greenway including, flora and fauna, weed control, trees, trail surfaces, pest control, vandalism, snow and ice control, park furniture and structures, traffic control on the Greenway, litter control, management of any hazards (including fire hazards), and responsibility for any other park amenities of the Greenway. The obligations of the Regional District shall include:
  - i) Pedestrian bridges;
  - ii) Viewing platforms;
  - iii) Washrooms;
  - iv) Signs and kiosks;
  - v) Benches;
  - vi) Picnic tables and shelters;
  - vii) Trail heads;

- viii) Parking areas and security gates;
  - ix) Pedestrian Underpasses (maintenance of the surfaces only, structure remains the responsibility of the City);
  - x) Log Building (3975 Field Road).
- b) The Regional District operates a Log Building at 3975 Field Road as part of Scenic Canyon Regional Park and the Greenway. All repairs, replacement or removal of the Log Building is the responsibility of the Regional District. Also, the Regional District shall maintain all appropriate and applicable insurance for the residence as per typical Regional District requirements for insurance.
- c) The obligations of the Regional District under this Agreement shall not include any aspect of the control of Mission Creek, dikes, flood control, highways or vehicular bridges, provided that the Regional District shall not engage in any undertaking that inhibits Mission Creek flood control works including, without limitation, works involving the creek, dikes, bridges or highways.
- d) The Regional District agrees to notify and inform the City when a project of significance which is outside of regular maintenance is being considered.

## **5. Authority to Regulate, Prohibit and Control**

The Regional District shall have full power and authority to regulate, prohibit and control entry to and use of the Greenway by all persons to the full extent of authority mandated for a Regional Park. The Regional District acknowledges and agrees that all authorities having jurisdiction shall be entitled to unlimited access to the Greenway for the purposes of flood control.

## **6. Permits**

The Regional District shall have full power and authority to require and authorize permits from individuals, groups, corporations, or others for all special event uses, maintenance access, and any other such access deemed appropriate by the Regional District of the Greenway from time to time.

## **7. New Contract**

The parties agree that at the end of the term of this Agreement the parties shall, without obligation, review the terms of this Agreement for the purpose of negotiation of a new agreement for a further term of five (5) years. During the period of negotiation, the terms and conditions of this Agreement shall continue to be in full force and effect until either party advises the other that negotiations are at an end or the parties enter into a new agreement.

## **8. Notice of Termination**

Either party may terminate this Agreement by resolution of the Regional Board or City of Kelowna Council with one (1) year's notice delivered in writing to the CAO for the Regional District or City Manager for the City.

## **9. Insurance**

**General:**

- a) Without in any way limiting the obligation or liabilities of the Regional District, the Regional District shall keep in force during the term of this Agreement, the insurance coverage listed in this article.
- b) The Regional District shall at the date this Agreement is signed, submit to the City, a certificate for all the insurance policies required under this article or certified copies of these insurance policies (if required), and shall also provide to the City from time to time, as may be required, satisfactory proof that such policies are still in full force and effect.
- c) The Regional District agrees to give the City at least thirty (30) days written notice in advance of any change, amendment or cancellation of any insurance policy required under this Agreement to be delivered to the City or forwarded by registered mail.

**Comprehensive General Liability Insurance:**

- d) The Regional District shall maintain comprehensive general liability insurance for an inclusive limit of not less than \$5,000,000.00 for each occurrence or accident, the City of Kelowna shall be added as additionally insured.

**Environmental Impairment Liability Insurance:**

- e) The Regional District shall use reasonable efforts to obtain Environmental Impairment Liability insurance in an amount of no less than \$1,000,000.00 for all claims for:
  - i) bodily injury and illness (including death);
  - ii) loss of use of or loss or impairment of or damage to property;
  - iii) impairment or diminution of or other interference with any other right or amenity protected by law caused by environmental impairment in connection with the performance of this Agreement.
- f) In the event that the Regional District is successful in obtaining Environmental Impairment Liability insurance the City shall be an additional insured on the policy. The policy shall preclude subrogation claims by the insurer against anyone insured thereunder.

**Automotive Insurance:**

- g) Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Regional District directly or indirectly in the performance of this agreement. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

**10. City Responsibilities**

The City shall be responsible for all roads, vehicular bridges, and pedestrian crossings located and associated with the Greenway including traffic control. In addition, the City will be responsible for the maintenance, inspection and upkeep of the 3 art installations along the Greenway known as the "Run".

With exception to an emergency situation, the City agrees to provide the Regional District with reasonable notice of works that are minor in nature that are being completed by the City or designated contractor which may have operational impact to the Greenway. In the event of

major works projects which may have significant impacts to the Regional District's operation of the Greenway, the City agrees to include the Regional District in stakeholder consultation.

**11. Mutual Indemnification**

The parties agree to indemnify and save harmless each other and their respective elected representatives, officers, authorized agents and employees against all liabilities, actions, damages and claims arising out of or in any way connected with the exercise, or failure to exercise, by the Regional District or the City of their respective obligations pursuant to the terms of this Agreement.

**12. Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors at law.

**13. Statutory Functions**

Nothing contained in this Agreement, except as expressly provided, shall impair or affect in any way the exercise by the parties of their respective functions or authority under the enactment, letters patent, bylaw, resolution or other source of authority.

IN WITNESS WHEREOF the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CITY OF KELOWNA  
by its authorized signatory(ies)

\_\_\_\_\_  
  
\_\_\_\_\_

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
by its authorized signatory(ies)

\_\_\_\_\_  
  
\_\_\_\_\_

1/10/2020

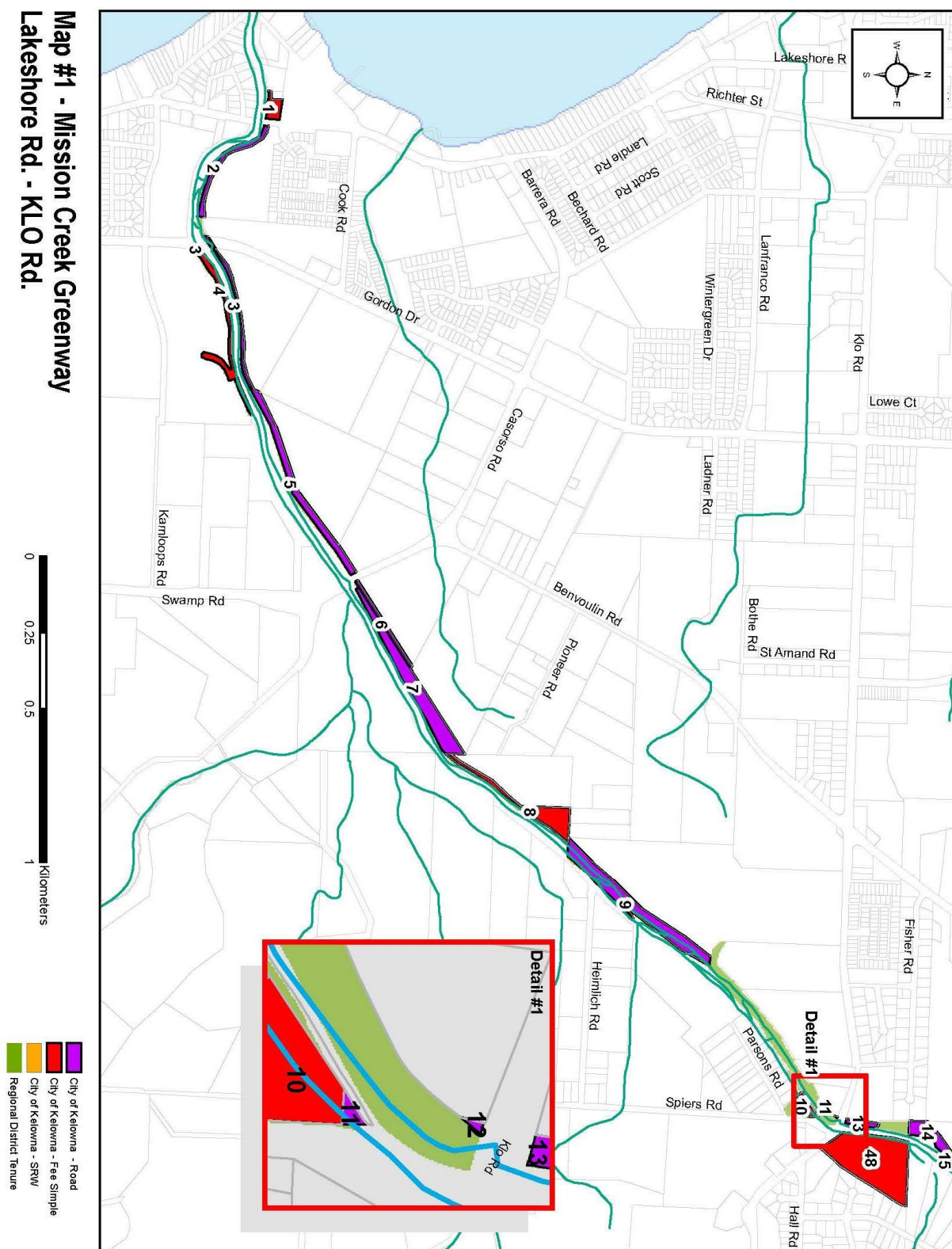
## **Schedule 'A'**

- a. Map #1 Lakeshore – KLO
- b. Map #2 KLO – East Kelowna
- c. Map #3 East Kelowna – Walburn
- d. Map #4 Walburn – Scenic Canyon
- e. Listing - City of Kelowna Lands Associated with the Management and Regulation Agreement



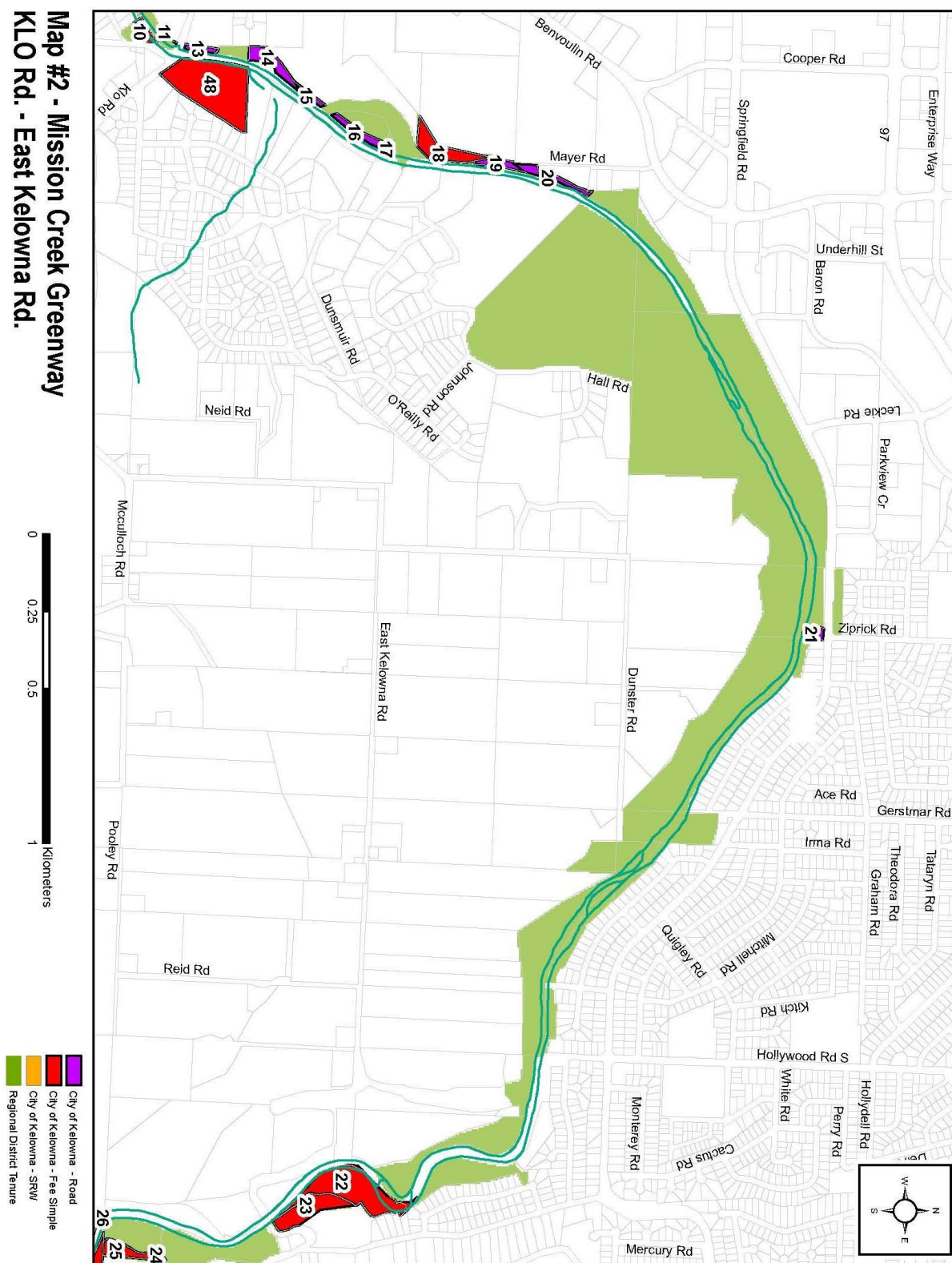
a. Map #1 – Lakeshore Road to KLO Road

**Map #1 - Mission Creek Greenway  
Lakeshore Rd. - KLO Rd.**



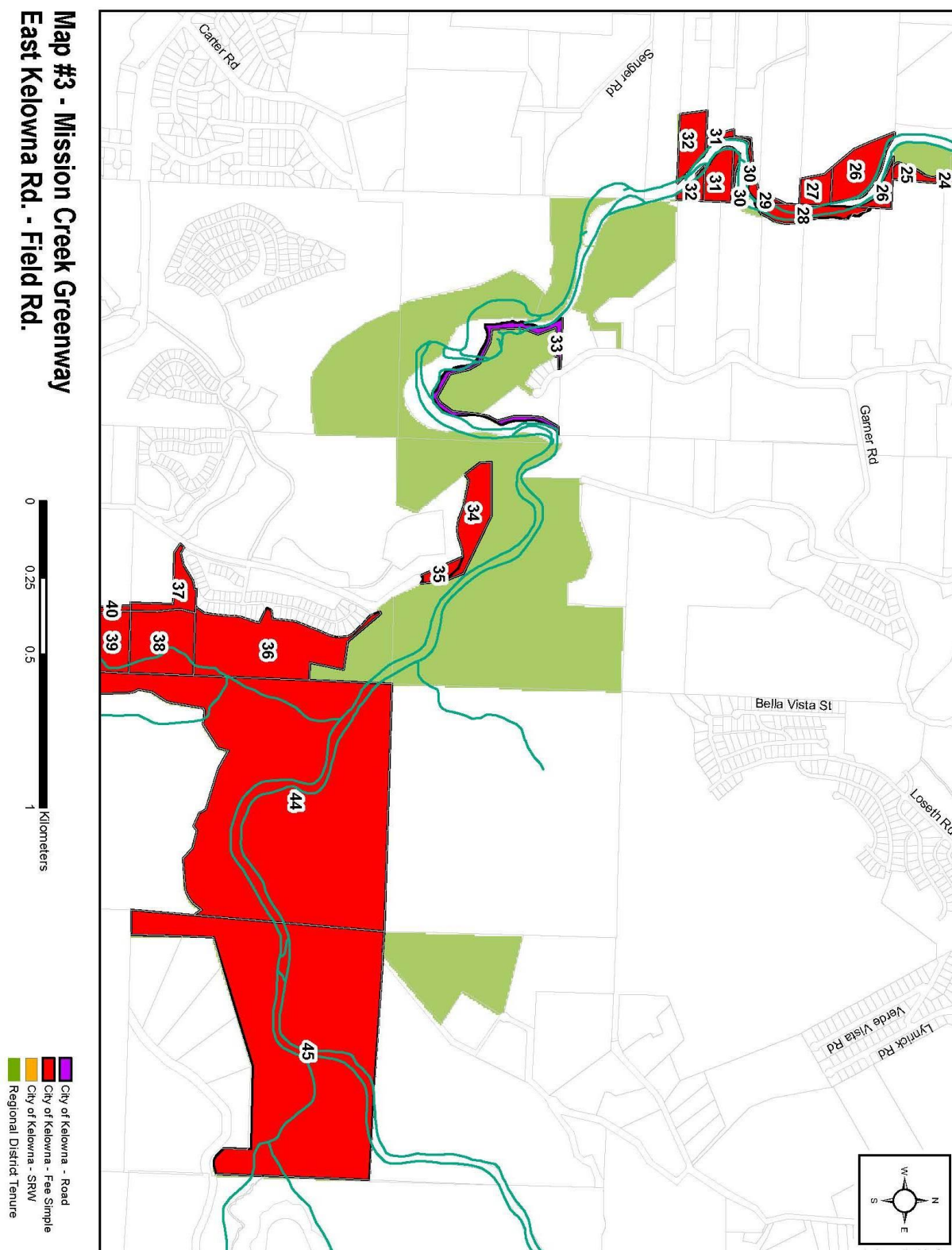
b. Map #2 – KLO Road to East Kelowna Road

**Map #2 - Mission Creek Greenway  
KLO Rd. - East Kelowna Rd.**



c. Map #3 – East Kelowna Road to Field Road

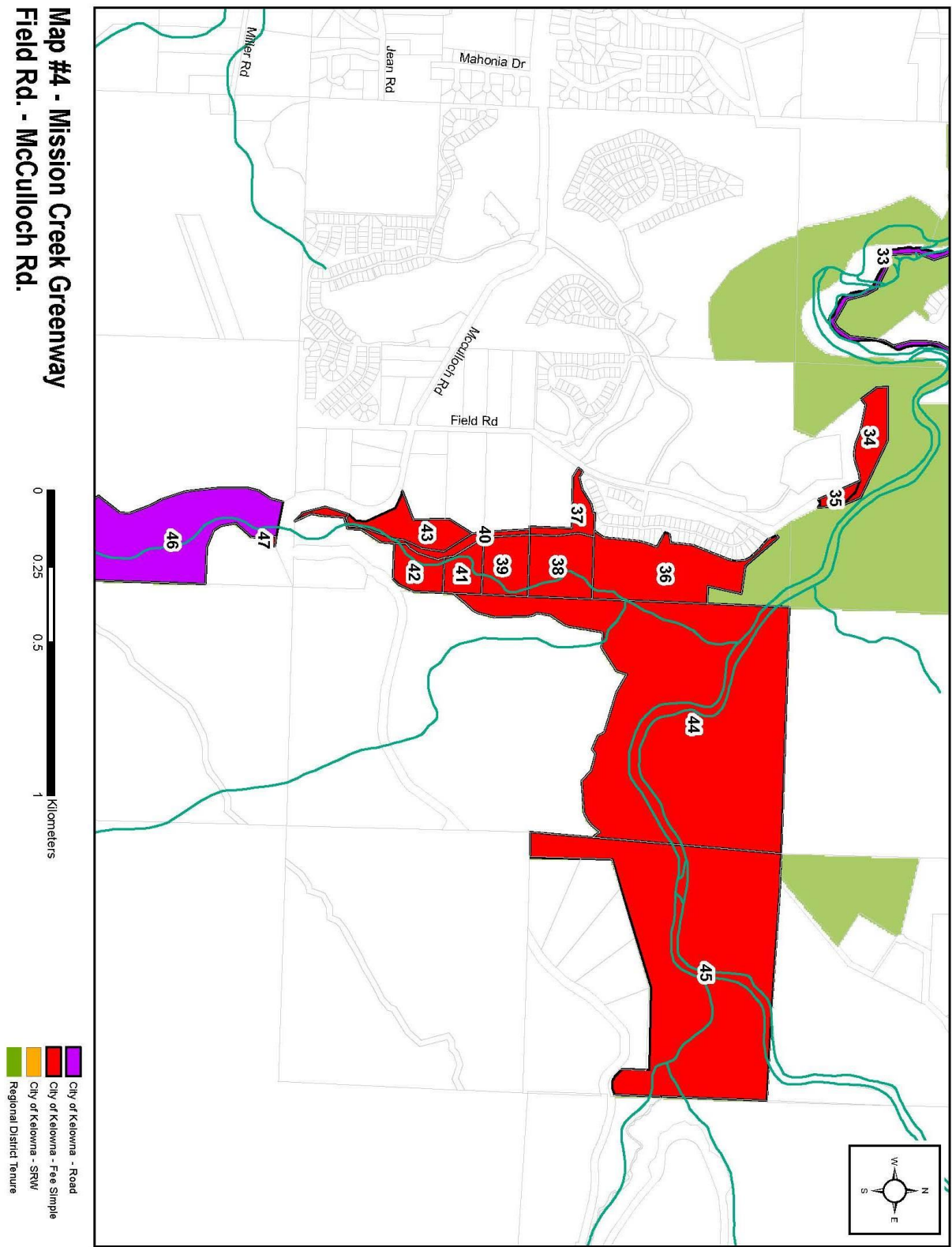
**Map #3 - Mission Creek Greenway  
East Kelowna Rd. - Field Rd.**





d. Map #4 – Field Road to McCulloch Road

**Map #4 - Mission Creek Greenway  
Field Rd. - McCulloch Rd.**



## e. Listing - City of Kelowna Lands - Management and Regulation Agreement

MISSION CREEK GREENWAY - OPERATION AND MAINTENANCE AGREEMENT CITY OF KELOWNA PROPERTIES					
CURRENT AS OF JANUARY 6, 2020					
PROPERTY ID	PARK ID	TENURE	TENURE TYPE	PID	FOLIO
1	16	16-50	City of Kelowna - Fee Simple	029-586-933	21703818.010
2	16	16-6	City of Kelowna - Road		21700000.000
3	16	16-16	City of Kelowna - Road		21700000.000
4	16	16-32	City of Kelowna - Fee Simple		21700000.000
5	16	16-17	City of Kelowna - Road		21700000.000
6	16	16-28	City of Kelowna - Road		21700000.000
7	16	16-19	City of Kelowna - Road		21700000.000
8	16	16-20	City of Kelowna - Fee Simple	024-008-184	21704118.208
9	16	16-21	City of Kelowna - Road		21700000.000
10	16	16-26	City of Kelowna - Fee Simple	009-417-834	21704102.002
11	16	16-36	City of Kelowna - Road		21700000.000
12	16	16-18	City of Kelowna - Road		21700000.000
13	16	16-22	City of Kelowna - Road		21700000.000
14	16	16-16	City of Kelowna - Road		21700000.000
15	16	16-23	City of Kelowna - Road		21700000.000
16	16	16-24	City of Kelowna - Road		21700000.000
17	16	16-51	City of Kelowna - SRV		21700000.000
18	16	16-52	City of Kelowna - Fee Simple	030-597-587	21704426.001
19	16	16-39	City of Kelowna - Road		21700000.000
20	16	16-4	City of Kelowna - Road		21700000.000
21	16	16-29	City of Kelowna - Road		21700000.000
22	16	16-49	City of Kelowna - Fee Simple		21700000.000
23	16	16-34	City of Kelowna - Fee Simple	011-357-282	21704341.000
24	16	16-11	City of Kelowna - Fee Simple	025-147-803	21704360.532
25	16	16-10	City of Kelowna - Fee Simple	025-147-692	21704360.531
26	16	16-15	City of Kelowna - Fee Simple	025-214-179	21704200.002
27	16	16-14	City of Kelowna - Fee Simple	025-214-161	21704200.001
28	16	16-38	City of Kelowna - Fee Simple	025-153-000	21704200.008
29	16	16-12	City of Kelowna - Fee Simple	025-216-139	21704200.003
30	16	16-13	City of Kelowna - Fee Simple	025-216-147	21704200.004
31	16	16-37	City of Kelowna - Fee Simple	025-408-631	21704237.136
32	16	16-33	City of Kelowna - Fee Simple	026-536-660	21700000.000
33	23	23-9	City of Kelowna - Road		21700000.000
34	23	23-11	City of Kelowna - Fee Simple		21700000.000
35	23	23-3	City of Kelowna - Fee Simple		21700000.000
36	23	23-10	City of Kelowna - Fee Simple		21700000.000
37	23	23-12	City of Kelowna - Fee Simple	008-375-844	21703851.000
38	23	23-14	City of Kelowna - Fee Simple	011-700-653	21703841.000
39	23	23-14	City of Kelowna - Fee Simple	011-700-637	21703837.000
40	23	23-15	City of Kelowna - Fee Simple	011-700-686	21703843.001
41	23	23-16	City of Kelowna - Fee Simple	011-700-881	21703836.000
42	23	23-17	City of Kelowna - Fee Simple	011-700-556	21703833.050
43	23	23-18	City of Kelowna - Fee Simple		21700000.000
44	23	23-20	City of Kelowna - Fee Simple	013-576-765	21703827.000
45	23	23-21	City of Kelowna - Fee Simple	002-123-861	21706832.001
46	12	12-1	City of Kelowna - Road		21707330.010
47	12	12-2	City of Kelowna - Fee Simple	024-276-979	21707330.010
48	16	16-53	City of Kelowna - Fee Simple	012-643-211	21704454.002

MCG-2019

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142



# Regional Board Report

**TO:** Regional Board

**FROM:** Murray Kopp  
Director - Parks Services Department

**DATE:** February 3, 2020

**SUBJECT:** Black Mountain-sntsk'il'ntən Regional Park License of Occupation Agreement

**Voting Entitlement:** *All Directors - Weighted Vote - Simple Majority - LGA 210.2*

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**Purpose:** To seek approval to enter into a License of Occupation agreement with the City of Kelowna for the establishment of parking and trailheads at Swainson and Joe Rich Roads that will serve as public access into Black Mountain-sntsk'il'ntən Regional Park.

## Executive Summary:

By the end of 2017 the Regional District had acquired a total of 640 hectares (1,580 acres) of land for the new Black Mountain-sntsk'il'ntən Regional Park. In support of opening this regional park, the RDCO completed a 2016 Park Management Plan to guide the operation, management and development of the park. One of the key action items identified in the plan included working collaboratively with the City of Kelowna to secure land tenure to enable the development of parking and trailheads at Joe Rich and Swainson Road which support public access into the park. RDCO Parks and City of Kelowna staff have prepared a five (5) year License of Occupation to establish the parking and trailheads at these two locations for the consideration of the RDCO Board of Directors.

## RECOMMENDATION:

**THAT** the Regional Board approve entering into and completing a five (5) year License of Occupation agreement with the City of Kelowna that will support the development of parking facilities and trailheads at Swainson and Joe Rich Roads immediately adjacent to Black Mountain-sntsk'il'ntən Regional Park.

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "Murray Kopp".

Murray Kopp,  
Director – Parks Services

Approved for Board's Consideration

A handwritten signature in black ink, appearing to read "Brian Reardon".

Brian Reardon, CAO

*Prepared by: Wayne Darlington, Manager – Park Planning & Capital Projects*

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### Implications of Recommendation:

Strategic Plan:	The addition of the License of Occupation areas at Swainson and Joe Rich Roads through an agreement with the City of Kelowna allows the Regional District the ability to provide safe and controlled access into Black Mountain-sntsk'il'ntən Regional Park, and meets the strategic priorities of the Regional Board: Transportation and Mobility; Economic Development; and Environment.
Financial:	The development of the parking and trailheads at Swainson and Joe Rich Roads has been identified in the Draft 2020 - 2024 Five (5) Year RDCO Financial Plan for Regional Parks.
Policy:	Bylaw #884 Official Regional Parks Plan and the Regional Parks and Greenways Plan for the Central Okanagan (2008-2020) provides the overall general guidance for the delivery of Regional Parks.
Legal/Statutory Authority:	Local Government Act Section 191; Regional Parks and Regional Trails Regulation (B.C. Reg. 361/2004, O.C. 772/2004).

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### Background:

In 2014, the Regional District purchased 510 hectares (1,260 acres) of land on the western flank of Black Mountain, including 259 hectares (640 acres) of private land, 129.5 hectares (320 acres) of donated land through the ecological gifts program, and co-tenure license of occupation on 121.5 hectares (300 acres) on Crown Land. In addition, the co-tenure was formed through a Joint Management Agreement between Westbank First Nation (WFN) and the Regional District. The park was then named Black Mountain-sntsk'il'ntən Regional Park.

Further to the acquisition efforts in 2014, in 2017 the Regional District acquired an additional 126 hectares (313 acres) of land on the north flank of Black Mountain and were added to the park. This brought the total area of Black Mountain-sntsk'il'ntən Regional Park to 640 hectares (1,580 acres).

In 2016 the Regional District contracted a consultant to complete a park management plan for the park. The management plan provides the overall park philosophies towards operations, management and development of the park, inclusive of a 20-year implementation plan. Through the management plan process there was dialogue and discussion with stakeholders, general public, WFN, and our local municipal partners on the components of the management plan.

The development of parking and trailhead locations at Swainson Road and Joe Rich Road were identified as a priority capital investment project in the 2016 Black Mountain-sntsk'il'ntən Regional Park Management Plan. The management plan identified these two locations within the road-right-of-way at both locations as sites that could accommodate parking and trailheads for the park and not impede City of Kelowna's statutory road functions. These locations were reviewed with City of Kelowna staff through the 2016 management plan process and City staff agreed that parking areas in these areas could be identified as an capital project action items within the 20-year Black Mountain-sntsk'il'ntən Regional Park implementation plan.

After two (2) years of combined efforts towards developing the first trails in the park with the assistance of the Friends of Black Mountain and Westbank First Nation (WFN), RDCO Parks



staff are ready to implement the capital investments into parking areas at Joe Rich Road and Swainson Road. In order to complete these projects, RDCO Parks staff have been working closely with City of Kelowna staff to develop a suitable agreement to permit the Regional District to develop the parking and trailheads at these two locations.

In order to proceed, RDCO Parks staff are requesting that the Regional Board approve entering into and executing the License of Occupation for the establishment of parking and trailheads at Swainson and Joe Rich Roads with the City of Kelowna for a term of five (5) years.

**External Implications:**

The License of Occupation agreement with the City of Kelowna to develop parking and trailheads at Swainson and Joe Rich Roads are located in an area where other land owners and managers require access from these two locations. Staff have been engaged with all parties that need access and will implement solutions that ensure their continued access while providing a safe and controlled staging area for the public.

**Alternative Recommendation:**

THAT the Regional Board does not approve entering into and completing a License of Occupation agreement with the City of Kelowna for the development of parking and trailheads at Swainson and Joe Rich Roads for Black Mountain-sntsk'il'ntən Regional Park.

***Considerations not applicable to this report:***

- *General*
- *Organizational*

**Attachment(s):**

- Black Mountain-sntsk'il'ntən Regional Park License of Occupation Agreement

## LICENCE OF OCCUPATION

**THIS AGREEMENT** dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

**CITY OF KELOWNA**, a municipal corporation having its office at 1435  
Water Street, Kelowna, BC., V1Y 1J4

(the "City")

OF THE FIRST PART

AND:

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**,  
a regional district having offices at  
1450 KLO Road  
Kelowna, BC V1W 3Z4

(the "Licensee")

OF THE SECOND PART

**WHEREAS:**

- A. The Licensee is the owner of the properties located in the City of Kelowna, legally known as: Black Mountain / sntsk'il'ntən Regional Park.

**Parcel Identifier for Joe Rich Road**

Plan KAP1991, Section 18 & 19, Township 27, ODYD, portion identified as road and as shown in schedule "A" and adjacent to 2450 Joe Rich Road Lot 7, Plan KAP1991, Section 18 & 19, Township 27, ODYD, except Plan A1441 & 16599 (the "Property");

**Parcel Identifier for Swainson Road**

Plan KAP1760, Section 30, Township 27, ODYD, portion as road and as shown in schedule "A", and adjacent to 1920 Swainson Road Lot 43, Plan KAP1760, Section 30, Township 27, ODYD, except plan 12341 (the "Property");

- B. The Licensee wishes to construct/maintain a trailhead and parking area on the Property (the "Works") which will be within City-owned property road right-of-way (known as the "Licence Area");
- C. The City is prepared to grant the Licensee a Licence of Occupation pursuant to Section 35(11) of the *Community Charter*, S.B.C. 2003, c.26 for a term of 5 years (the "Term") over the Licence Area to enable the Licensee to complete/maintain the Works.

NOW THEREFORE in consideration of the payment of \$1.00 and other good and valuable consideration, from the Licensee to the City, the receipt and sufficiency is hereby acknowledged, the City and the Licensee covenant and agree as follows:

1. **Grant** – The City grants to the Licensee the non-exclusive right and licence to enter onto and use that portion of the Licence Area shown in bold on Schedule A which is attached hereto for the purposes of the agreement.
2. **Additional Rights** – For the purposes outlined in Section 1, the Licensee shall have the right to bring onto the Licence Area all necessary materials, vehicles, machinery and equipment.
3. **Term** – The duration of this Agreement and Licence herein granted shall be for a term of 5 years (the "Initial Term") commencing on \_\_\_\_\_, unless earlier terminated in accordance with Section 18.
4. **Extension** – The term of this Licence of Occupation may be renewed for a further 5 year period (the "Renewal Term") at the sole discretion of the City. Compensation to the City by the Licensee for the Renewal Period shall be no less than the Initial Term.
5. **State of Licence Area at Termination** – In the event that this Agreement terminates or expires for any reason, the Licensee will cease all occupation of the Licence Area and will remove all equipment, chattels, fixtures, buildings and other improvements, including the parking area and trailhead infrastructure from the Licence Area. The Licensee will leave the Licence Area in a safe, clean and tidy condition and clear of contamination occurring since the date of commencement of this Agreement. In the event that the Licensee fails to remove any equipment or chattels upon termination of this Agreement then the City may do so and recover the expense thereof from the Licensee. All buildings, improvements and fixtures remaining on the Licence Area become the sole property of the City upon termination of this Agreement, without any compensation whatsoever to the Licensee.
6. **Non-exclusive Use** – The Licensee agrees that:
  - (a) the rights granted under this Agreement do not constitute any interest in the Licence Area or entitle the Licensee to exclusive possession of the Licence Area;
  - (b) the Licensee's rights under this Agreement are at all times subject to the rights and interest of the City as owner and possessor of the Licence Area.
7. **No Waste or Nuisance** – The Licensee will not do or permit anything that may become a nuisance to occupiers or invitees on adjoining lands.
8. **Terms and Conditions** – The Licensee will comply with all the terms, conditions, rules or regulations that the City may from time to time impose in respect of the use and administration of the Licence Area. The Licensee acknowledges that the fact that the Licence is granted by the City does not excuse the Licensee from obtaining building permits, development permits, business licences and other required permissions.
9. **Maintenance** – The Licensee will at its own expense keep the Licence Area in a safe, clean and tidy condition, and will erect boarding and fencing around the Licence Area prior to any construction.
10. **Compliance with Laws** – The Licensee will comply with all laws and regulations pertaining to its use and occupation of the Licence Area.
11. **Inspection by the City** – The City may review and inspect the Licence Area and the work which the Licensee is undertaking pursuant to this Agreement to determine if the Licensee is in compliance with the terms of this Agreement.
12. **No Transfer** – The rights granted to the Licensee under this Agreement may not be sub-licensed, assigned or otherwise transferred.

13. **Risk** – The Licensee accepts the Licence Area on an as-is basis and agrees that it will use the Licence Area at its own risk, and the City will not be liable in respect of any loss of life, personal injury, damage to property, loss of property or other loss or damage suffered by the Licensee, its contractors, subcontractors, agents, invitees, employees or any other person arising out of this Agreement or the use and occupation of the Licence Area except in the case of negligence or wilful act or omission by the City, its employees, agents or invitees.
14. **Indemnity** – The Licensee will indemnify and save harmless the City and its elected and appointed officials, officers, employees, agents and others from and against any claim, action, damage, liability, cost and expense in connection with loss of life, personal injury, loss of property, damage to property or other loss or damage arising from this Licence or any occurrence on or around the Licence Area during the term of this Licence, or by use or occupancy of the Licence Area by the Licensee or any default of the Licensee under this Agreement or any wrongful act, omission or negligence of the Licensee or its officers, employees, contractors, agents or others for whom the Licensee is responsible. This indemnity will survive the expiry or sooner termination of this Agreement.
15. **Release** – The Licensee hereby releases and forever discharges the City, its elected officials, officers, employees, agents and invitees, of and from any claim, causes of action, suit, demand, expense, cost, legal fees and compensation of whatever kind, whether known or unknown, at law or in equity, including without limitation any claim under the *Property Law Act* (collectively “Claims”), which the Licensee may have, sustain or suffer, as the case may be, now or in the future arising from the Works, other improvements in the Licence Area, the expiry or termination of this Licence, the exercise by the City of any of its rights under this Licence or from or in any way connected with the Licensee’s use of the Licence Area, except claims arising from the exclusive negligence of the City.
16. **Insurance** – During the term of this Agreement, the Licensee will carry public liability insurance, in a form and with an insurer acceptable to the City, insuring the Licensee and the City under this Agreement in an amount not less than \$5,000,000.00 per occurrence as set out in Schedule B, and any other type of insurance that the City may reasonably require. The Licensee will provide the City with proof of insurance at the time of execution of this Agreement and at other times upon request.
17. **Termination** – The City reserves the right to terminate this Agreement if the Licensee breaches any of its obligations under this Agreement and fails to remedy the breach with thirty (30) business days of receiving written notice from the City. The City will not be liable to compensate the Licensee for damages, costs or losses resulting from the exercise of this right of termination or any termination of this Licence.
18. **Early Termination** – The City reserves the right to terminate the Agreement at any time with thirty (30) days written notice to the Licensee, without liability to compensate the Licensee for damages, costs or losses resulting from the exercise of this right of termination.
19. **Notices** – Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered by hand or mailed by prepaid registered mail or sent by facsimile transmission to the intended party at its address set out on page 1 of this Agreement or to such other address as either party may provide in writing to the other pursuant to the provisions of this paragraph.

All notices to the City must be marked to the attention of the City Clerk.

A notice will be deemed to be received on the day it is delivered, if delivered by hand, on the day of transmission, if sent by facsimile, or 3 days after the date it was mailed or if that day is not a business day, the next day that is a business day. If mailed, should there be at the time of mailing or between the time of mailing and the deemed receipt of the notice, a mail strike or slowdown, labour or other dispute which might affect the delivery of such notice by the mails, then such notice will only be effective if delivered by hand or sent by facsimile transmission.

- As evidence of their agreement to be bound by the above terms and conditions, the parties have executed this Agreement below on the dates written below.

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Print Name \_\_\_\_\_

Print Name

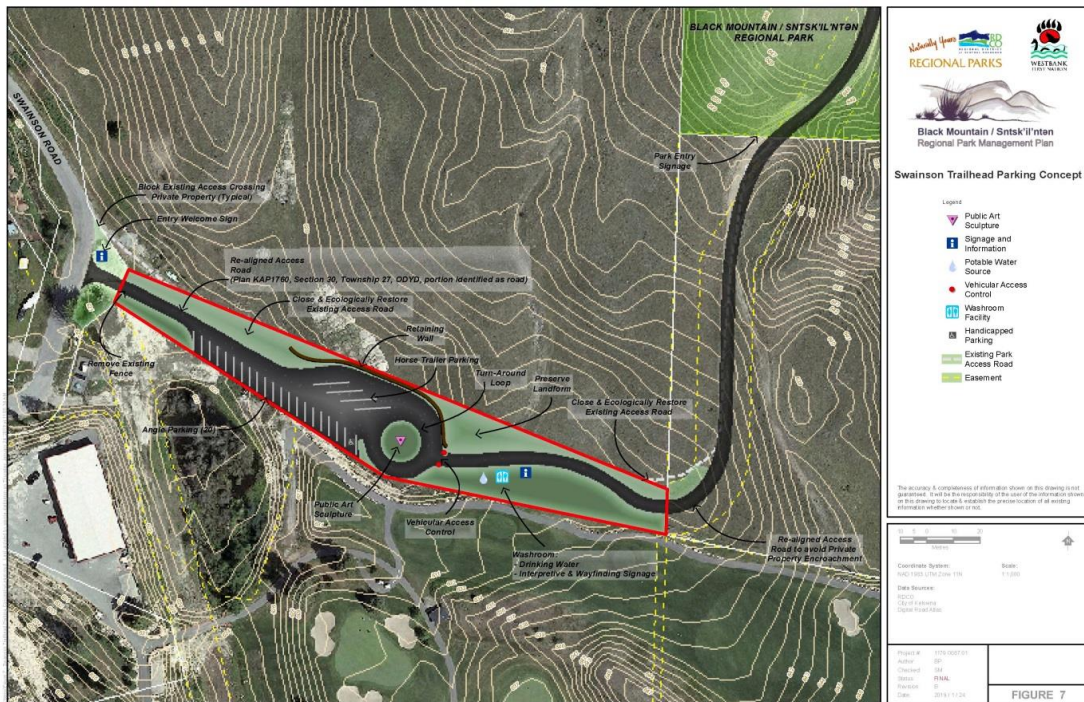
## Schedule "A"

### LICENSE AREAS

#### Joe Rich Road Parking and Trailhead Concept Plan



#### Swainson Road Parking and Trailhead Concept Plan



# Schedule "B"

## INSURANCE REQUIREMENTS



### CERTIFICATE OF INSURANCE

City staff to complete prior to circulation  
 City Dept.: \_\_\_\_\_  
 Dept. Contact: \_\_\_\_\_  
 Project/Contract/Event: \_\_\_\_\_

#### Insured

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

#### Broker

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Location and nature of operation and/or contract reference to which this Certificate applies:

\_\_\_\_\_

Type of Insurance	Company & Policy Number	Policy Dates		Limits of Liability/Amounts
		Effective	Expiry	
<b>Section 1</b> Comprehensive General Liability including: <ul style="list-style-type: none"> <li>• Products/Completed Operations;</li> <li>• Blanket Contractual;</li> <li>• Contractor's Protective;</li> <li>• Personal Injury;</li> <li>• Contingent Employer's Liability;</li> <li>• Broad Form Property Damage;</li> <li>• Non-Owned Automobile;</li> <li>• Cross Liability Clause.</li> </ul>				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive \$ _____ Aggregate \$ _____ Deductible
<b>Section 2</b> Automobile Liability				Bodily Injury and Property Damage \$ <u>5,000,000</u> Inclusive

It is understood and agreed that the policy/policies noted above shall contain amendments to reflect the following:

1. Any Deductible or Reimbursement Clause contained in the policy shall not apply to the City of Kelowna and shall be the sole responsibility of the Insured named above.
2. The City of Kelowna is named as an Additional Insured.
3. 30 days prior written notice of material change and/or cancellation will be given to the City of Kelowna.

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Company (Insurer or Broker) \_\_\_\_\_

Signature of Authorized Signatory \_\_\_\_\_

Date \_\_\_\_\_





# Regional Board Report

**TO:** Regional Board

**FROM:** Murray Kopp  
Director - Parks Services Department

**DATE:** February 3, 2020

**SUBJECT:** Glen Canyon Regional Park Joint Management and Regulation Agreement

**Voting Entitlement:** *All Directors – Weighted Vote – Simple Majority – LGA 210.2*

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**Purpose:** To seek approval from the Regional Board to renew the Glen Canyon Regional Park Joint Management and Regulation Agreement with the City of West Kelowna for another five (5) year term.

## Executive Summary:

The Regional District operates Glen Canyon Regional Park which is located within the City of West Kelowna municipal boundary. In 2014, the Regional District and City of West Kelowna entered into a joint management and regulation agreement in conjunction with a West Kelowna owned property identified as Lot A, Plan EPP18628, District Lot 487, ODYD such that the property formed a part of Glen Canyon Regional Park. The agreement expired in 2019 and requires a renewal for another five (5) year term.

## RECOMMENDATION:

**THAT** the Regional Board approve the renewal of the Glen Canyon Regional Park Joint Management and Regulation Agreement on Lot A, Plan EPP18628, District Lot 487, ODYD with the City of West Kelowna for a five (5) year term commencing upon the date of execution of the Agreement.

Respectfully Submitted:

A handwritten signature in black ink, appearing to read "Murray Kopp", written over a light blue grid background.

Murray Kopp,  
Director – Parks Services

Approved for Board's Consideration

A handwritten signature in black ink, appearing to read "Brian Reardon", written over a light blue grid background.

Brian Reardon, CAO

*Prepared by: Sandy Mah – Parks Planner*



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**Implications of Recommendation:**

Strategic Plan:	The operation of the Glen Canyon Regional Park in partnership with the City of West Kelowna assists in the delivery of regional parks and recreational benefits to all residents of the Central Okanagan, and meets the strategic priorities of the Regional Board: Transportation and Mobility, Economic Development, and Environment.
Financial:	No additional financial requirements required as this is the renewal of an on-going agreement to manage Glen Canyon Regional Park. Operational and capital funding is considered through the development of annual financial plans for regional parks.
Policy:	Bylaw #884 Official Regional Parks Plan and the Regional Parks and Greenways Plan for the Central Okanagan (2008-2020) provides the overall general guidance for the delivery of Regional Parks.
Legal/Statutory Authority:	Local Government Act Section 191; Regional Parks and Regional Trails Regulation (B.C. Reg. 361/2004, O.C. 772/2004).

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**Background:**

Glen Canyon Regional Park is a very popular and well used park and linear corridor along Powers Creek enjoyed by the public from across the Central Okanagan.

In 2014, the Regional District and the City of West Kelowna entered into a joint management and regulation agreement for the City of West Kelowna owned lands fronting onto Gellatly Road, described as Lot A, Plan EPP18628, District Lot 487, ODYD, as part of the Glen Canyon Regional Park. The agreement allowed the Regional District to construct, operate and manage new park amenities such as a parking area, trailhead and trail for Glen Canyon Regional Park.

The original agreement expired on August 31<sup>st</sup>, 2019 and requires renewal for another five (5) year term.

For the renewal agreement, there have been no required changes to the terms and responsibilities from the original agreement except for minor revisions to current terminology and reference to the Regional District's current bylaws.

The agreement is essential in the Regional District's service delivery of regional parks provided to the residents and communities of the Central Okanagan.

In conclusion, Regional District staff request that the Regional Board approve the renewal of the joint management and regulation contract agreement with the City of West Kelowna for the on-going operation of Glen Canyon Regional Park over City of West Kelowna's tenured land.

**External Implications:**

The renewal of the agreement is required to provide and maintain consistency in the delivery of service levels for the Glen Canyon Regional Park – in particular the lands identified in this agreement form part of a key entrance to southern extent of Glen Canyon Regional Park . In the event the agreement is not supported, the delivery of services for access into Glen Canyon Regional Park between Gellatly and Hebert Roads would be affected.

**Alternative Recommendation:**

**THAT** the Regional Board does not approve renewing the Glen Canyon Regional Park Joint Management and Regulation Agreement with the City of West Kelowna for an additional five (5) year term.

***Considerations not applicable to this report:***

- *General*
- *Organizational*

**Attachment(s):**

- Glen Canyon Regional Park Joint Management and Regulation Agreement, 2020-2024

GLEN CANYON REGIONAL PARK  
JOINT MANAGEMENT AND REGULATION CONTRACT

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

CITY OF WEST KELOWNA  
A municipal corporation having offices at  
2760 Cameron Road  
West Kelowna, British Columbia, V1Z 2T6  
  
(the "City of West Kelowna")

OF THE FIRST PART

AND:

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
A regional district having offices at  
1450 KLO Road  
Kelowna, British Columbia, V1W 3Z4  
  
(the "Regional District")

OF THE SECOND PART

WHEREAS the Regional District intends to manage the Park across those City of West Kelowna lands shown on Schedule 'A' forming a portion of the Park;

AND WHEREAS for the purposes of this Agreement it is acknowledged and agreed that those lands shown on Schedule 'A' constituting the Park are deemed to be designated for use as a Regional Park pursuant to the *Local Government Act*;

AND WHEREAS the Regional District where applicable may, by bylaw, make rules and regulations governing the management, regulation, operation and maintenance of lands in a Regional Park and exercise all powers of a Regional District pursuant to the *Local Government Act*;

AND WHEREAS the parties have entered into this Agreement pursuant to the *Community Charter* and the *Local Government Act* to establish the joint partnership terms and conditions of the management, regulation, operation and maintenance of the Park by the Regional District.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Term**

The term of this Agreement shall be for five (5) years commencing the date of signing.

**2. Use as Regional Park**

The parties hereby agree that for the purposes of this Agreement the City of West Kelowna lands identified on Schedule 'A' constituting the Park are deemed to be licensed for use as a Regional Park in joint partnership between the Regional District and the City of West Kelowna, pursuant to the *Local Government Act*.

**3. Management, Regulation, Operation and Maintenance of the Park**

The Regional District shall manage, regulate, operate and maintain the Park including the following:

- a) Operate, maintain, and manage the Park in accordance with set practices for operating, maintaining, and managing Regional Parks and the standards as set forth in Schedule 'B';
- b) Enforcement of all rules, regulations and policies applicable to the Park including the Regional District Regional Parks Regulation Bylaw No. 1427 and any future amendments to the bylaw;
- c) Provision of all public information services concerning the Park, including mapping, and signage to identify joint partnership between the Regional District and the City of West Kelowna.

**4. Limitation on Regional District Responsibilities**

- a) The Regional District shall be responsible solely for the management, regulation, operation and maintenance of the surface of the lands and amenities of the Park including, flora and fauna, weed control, trees, trail surfaces, pest control, fencing, vandalism, snow and ice control, park furniture and structures, traffic control within the Park, litter control, management of any hazards (including fire hazards), and responsibility for any other park amenities of the Park. The obligations of the Regional District shall include:
  - i) Signs and kiosks;
  - ii) Benches;
  - iii) Picnic tables and shelters;
  - iv) Trail heads;
  - v) Parking areas and security gates;
  - vi) Trails and trail amenities.

**5. Authority to Regulate, Prohibit and Control**

The Regional District shall have full power and authority to regulate, prohibit and control entry to and use of the Park by all persons to the full extent of authority mandated for a Regional Park. The Regional District acknowledges and agrees that all authorities having jurisdiction shall be entitled to unlimited access to the Park for the purposes of flood control, wildfire, or other natural hazard.

## **6. Permits**

The Regional District shall have full power and authority to require and authorize permits from individuals, groups, corporations, or others for all special event uses, maintenance access, and any other such access deemed appropriate by the Regional District of the Park from time to time.

## **7. New Contract**

The parties agree that at the end of the term of this Agreement the parties shall, without obligation renew the terms of this Agreement through the completion of a Management and Regulation Renewal Agreement for a further term of five (5) years. All terms and conditions contained in the original agreement will remain in full force and effect upon execution of a renewal agreement until such time that either party requires changes to the agreement or legislation regarding such agreements changes.

## **8. Notice of Termination**

Either party may terminate this Agreement by resolution of the Regional Board or the City of West Kelowna Council with one (1) year's notice delivered in writing to the Chief Administrative Officer for the Regional District or Chief Administrative Officer for the City of West Kelowna.

## **9. Insurance**

### **General:**

- a) Without in any way limiting the obligation or liabilities of the Regional District, the Regional District shall keep in force during the term of this Agreement, the insurance coverage listed in this article.
- b) The Regional District shall at the date this Agreement is signed, submit to the City of West Kelowna, a certificate for all the insurance policies required under this article or certified copies of these insurance policies (if required), and shall also provide to the City of West Kelowna from time to time, as may be required, satisfactory proof that such policies are still in full force and effect.
- c) The Regional District agrees to give the City of West Kelowna at least thirty (30) days written notice in advance of any change, amendment or cancellation of any insurance policy required under this Agreement to be delivered to the City of West Kelowna or forwarded by registered mail.

### **Comprehensive General Liability Insurance:**

- d) The Regional District shall maintain comprehensive general liability insurance for an inclusive limit of not less than \$5,000,000.00 for each occurrence or accident, the City of West Kelowna shall be added as additionally insured.

**Environmental Impairment Liability Insurance:**

- e) The Regional District shall use reasonable efforts to obtain Environmental Impairment Liability insurance in an amount of no less than \$1,000,000.00 for all claims for:
  - i) Bodily injury and illness (including death);
  - ii) loss of use of or loss or impairment of or damage to property;
  - iii) impairment or diminution of or other interference with any other right or amenity protected by law caused by environmental impairment in connection with the performance of this Agreement.
- f) In the event that the Regional District is successful in obtaining Environmental Impairment Liability insurance the City of West Kelowna shall be an additional insured on the policy. The policy shall preclude subrogation claims by the insurer against anyone insured thereunder.

**Automotive Insurance:**

- g) Automobile Liability Insurance covering all motor vehicles, owned, operated and used or to be used by the Regional District directly or indirectly in the performance of this agreement. The Limit of Liability shall not be less than \$2,000,000.00 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

**10. City of West Kelowna Responsibilities**

With exception to an emergency situation, the City of West Kelowna agrees to provide the Regional District with reasonable notice of works that are minor in nature that are being completed by the City of West Kelowna or designated contractor which may have operational impact to the Park. In the event of major works projects which may have significant impacts to the Regional District's operation of the Park, the City of West Kelowna agrees to include the Regional District in stakeholder consultation.

**11. Mutual Indemnification**

The parties agree to indemnify and save harmless each other and their respective elected representatives, officers, authorized agents and employees against all liabilities, actions, damages and claims arising out of or in any way connected with the exercise, or failure to exercise, by the Regional District or the City of West Kelowna of their respective obligations pursuant to the terms of this Agreement.

**12. Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors at law.

**13. Statutory Functions**

Nothing contained in this Agreement, except as expressly provided, shall impair or affect in any way the exercise by the parties of their respective functions or authority under the enactment, letters patent, bylaw, resolution or other source of authority.

IN WITNESS WHEREOF the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF WEST KELOWNA  
by its authorized signatory(ies)

\_\_\_\_\_

\_\_\_\_\_

REGIONAL DISTRICT OF CENTRAL OKANAGAN  
by its authorized signatory(ies)

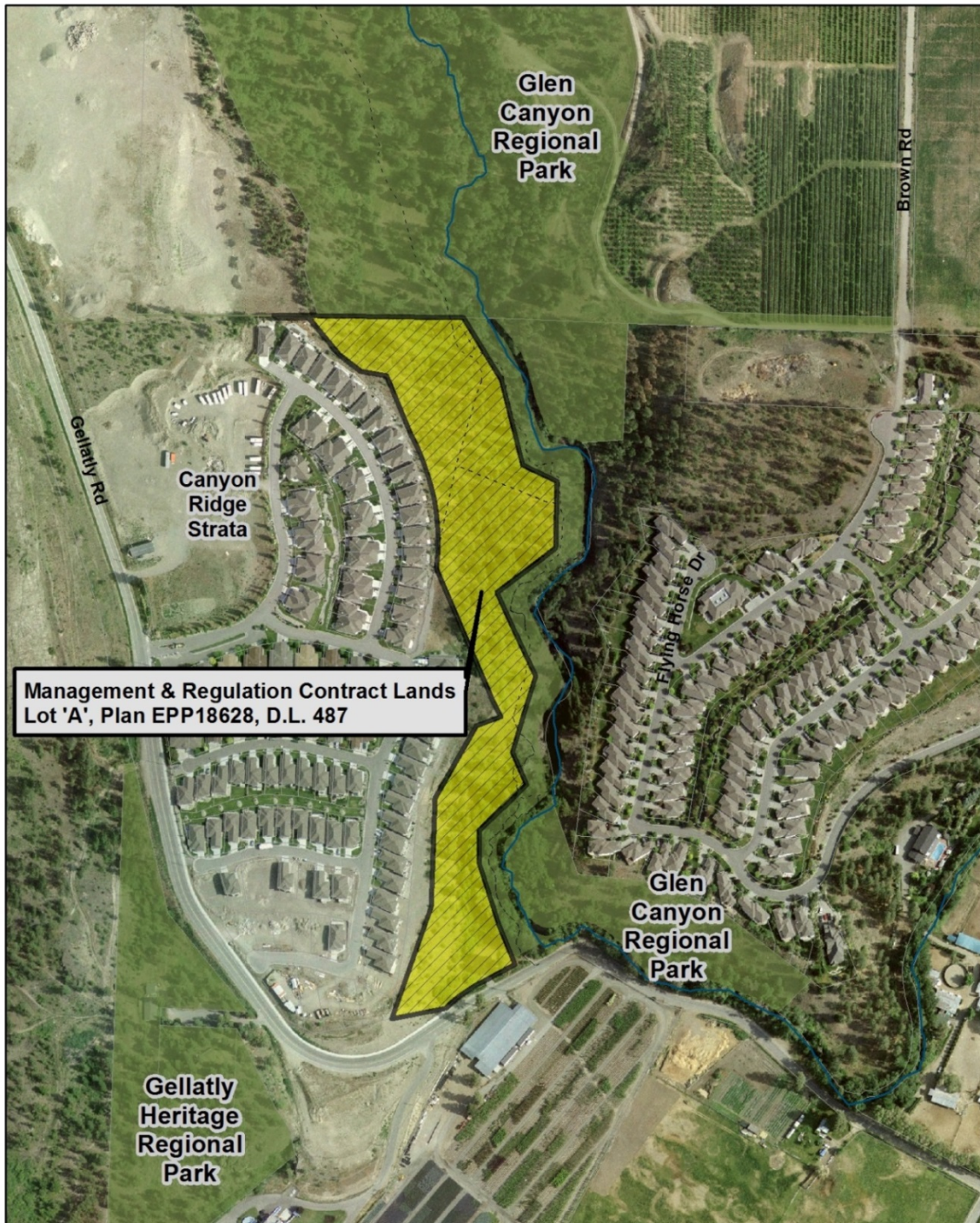
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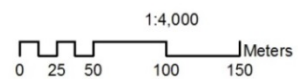


**Schedule 'A'**

**Legal Parcel Description:** Lot 'A' Plan EPP18628, District Lot 487, ODYD



**GLEN CANYON REGIONAL PARK**  
Management and Regulation Contract  
September 27, 2013





## 161

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