

BRENT ROAD FIRE PROTECTION AGREEMENT

EXTENSION

THIS AMENDMENT AGREEMENT effective the 1st day of January, 2024.

BETWEEN:

REGIONAL DISTRICT OF CENTRAL OKANAGAN
Regional District created pursuant to the provisions of
the *Local Government Act*, having its office at
1450 KLO Road, Kelowna, British Columbia, V1W 3Z4

(the "Regional District");

(OF THE FIRST PART)

AND:

CORPORATION OF THE DISTRICT OF PEACHLAND
a municipality created pursuant to the provisions of the *Local
Government Act*, having its office at 5806 Beach Avenue,
Peachland, British Columbia, V0H 1X7

(the "District of Peachland")

(OF THE SECOND PART)

- A. WHEREAS the Regional District received a valid petition in 2004 from the Brent Road area property owners requesting Fire Protection Service and the Regional District requested that the District of Peachland expand their fire protection service boundary to include the Brent Road area;
- B. AND WHEREAS the District of Peachland and the Regional District entered into an agreement on October 1, 2018 for the District of Peachland to provide this service to the Brent Road area for the same costs that would apply to parcels within the District of Peachland;
- C. AND WHEREAS the Brent Road Fire Protection agreement may be modified or extended as agreed to from time to time;
- D. AND WHEREAS the Brent Road Fire Protection agreement expired on December 31, 2023 and the parties agreed to extend the agreement for a one (1) year period.

NOW THEREFORE the parties hereto covenant and agree to the following:

- 1. The Brent Road Fire Protection Agreement shall be extended for a one (1) year term for the period January 1, 2024 to December 31, 2024.
- 2. The Regional District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the District of Peachland other than those contained in this Agreement.

3. If any section of this Agreement or any part of a section is found to be unlawful or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
4. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
5. All terms, conditions, covenants and agreements of the Brent Road Fire Protection Agreement not specifically modified by this Agreement shall remain unchanged and in full force and effect.
6. This Agreement may be executed in multiple counterparts, each of which is to be deemed to be an original and all of which together constitute one and the same agreement.

IN WITNESS whereof the parties have executed this Agreement on the dates written below.

WITNESS:

THE CORPORATION OF THE DISTRICT OF PEACHLAND by its authorized signatories:

Karen Babin
Signature of Witness

[Signature]
Mayor:

KAREN BABIN
Name of Witness

[Signature]
Corporate Officer: Jennifer Sawatzky

PO BOX 1162, PEACHLAND, BC
Address

Date: February 13, 2024

LEGISLATIVE ADMINISTRATOR
Occupation

*As to both signatures

WITNESS:

**THE REGIONAL DISTRICT OF CENTRAL
OKANAGAN** by its authorized signatories:

Signature of Witness

Chairperson:

Name of Witness

Corporate Officer:

Address

Date: _____

Occupation

*As to both signatures