

## **AMENDMENT OF LOCAL SERVICES AGREEMENT**

THIS AGREEMENT dated for reference the 28th day of November, 2022.

BETWEEN:

**WESTBANK FIRST NATION**

#301 – 515 Highway 97 South  
Kelowna, British Columbia  
V1Z 3J2

(the “First Nation”)

AND:

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**

1450 KLO Road  
Kelowna, British Columbia  
V1W 3Z4

(the “District”)

**WHEREAS:**

- A.** The First Nation and the District entered into an Agreement dated for reference the 15<sup>th</sup> day of January, 2007 (the “Local Services Agreement”), wherein the parties established the terms and conditions under which the District would provide certain local services to the Reserves, as defined and outlined in the Local Services Agreement; and
- B.** The parties have agreed to extend the term of the Local Services Agreement for one (1) year and to amend the Local Services Agreement in accordance with the terms of this Agreement.

**NOW THEREFORE** in consideration of the premises below, the payment of \$1.00 by the District to the First Nation and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Local Services Agreement is hereby amended as follows:

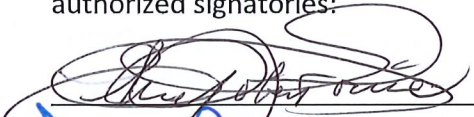

(a) In section 18:

- i. by deleting the phrase “fifteen (15)” and replacing it with “sixteen (16)”;  
and

- ii. By deleting the phrase "31<sup>st</sup> day of December 2022" and replacing it with "31<sup>st</sup> day of December 2023".
2. The District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the First Nation 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. Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require and, where the First Nation consists of more than one person, the term "First Nation" shall mean all such persons jointly and severally.
  5. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
  6. All terms, conditions, covenants and agreements of the Local Services Agreement not specifically modified by this Agreement shall remain unchanged and in full force and effect.
  7. 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.

**WESTBANK FIRST NATION** by its  
authorized signatories:

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

Date: November 28, 2022

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

\_\_\_\_\_  
Chair:

\_\_\_\_\_  
Corporate Officer:

Date: \_\_\_\_\_