

## LOCAL SERVICES AGREEMENT

THIS AGREEMENT made this 15<sup>th</sup> day of January, 2007.

BETWEEN:

**WESTBANK FIRST NATION**

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

(hereinafter called the "First Nation")

AND:

**REGIONAL DISTRICT OF CENTRAL OKANAGAN**

1450 KLO Road  
Kelowna, British Columbia  
V1W 3Z4

(hereinafter called the "District")

**WHEREAS** the First Nation has requested the District to provide certain local services to Mission Creek Indian Reserve No. 8, Tsinstikeptum Indian Reserves No. 9 and No. 10, Medicine Hill Indian Reserve No. 11, and Medicine Creek Indian Reserve No. 12 in the Province of British Columbia (the "Reserves");

**AND WHEREAS** the District has agreed to provide such services, subject to the terms and conditions of this Agreement;

**AND WHEREAS** the First Nation and the District have entered into a Statement of Political Relationship dated January 19, 1999 that provides guidance with respect to the relationship between the parties;

**NOW THEREFORE, IN CONSIDERATION** of the covenants and agreements contained herein and for other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), the First Nation and the District hereby covenant and agree each with the other as follows:

## Services

1. The District will provide District Services to the Reserves as set out in the following Schedules that are incorporated and form part of this Agreement:
  - a. Schedule A: Mt. Boucherie Arena
  - b. Schedule B: Johnson - Bentley Aquatic Center
  - c. Schedule C: Westside Seniors Activity Center
  - d. Schedule D: Westside Transit Services
  - e. Schedule E: Handi-Dart Transit
  - f. Schedule F: Regional Parks
  - g. Schedule G: Okanagan Basin Water Board
  - h. Schedule H: Effluent/Water Disposal
  - i. Schedule I: Regional Rescue Service
  - j. Schedule J: 911 Emergency Number
  - k. Schedule K: Crime Stoppers
  - l. Schedule L: Victims/Witness Assistance
  - m. Schedule M: Westside Sanitary Landfill

(collectively the "District Services")
2. The First Nation will provide First Nation services to the District as set out in the following Schedules that are incorporated and form part of this Agreement:
  - a. Schedule N: Sensisysten Gym, Pine Stadium, Shannon Lake Park

(the "First Nation Offset Services")
3. The District Services shall be provided to the Reserves on the same basis, and to the same standard, as those services are generally provided within the District.
4. The Parties shall meet not less than once a year during the Term of this Agreement to review the District Services provided under this Agreement which review shall include but is not limited to:
  - a. enhancing the level of District Services provided;
  - b. decreasing the level of District Services provided;
  - c. removing a District Service;
  - d. adding a new District Service;
  - e. the cost of District Services, including a reduction in the amount payable by the First Nation for District services resulting from additional First Nation Offset Services or an increase in the cost of providing First Nation Offset Services as a result of growth or inflation; and
  - f. the assumption of service delivery by the First Nation.

5. Notwithstanding Clause 4:
  - a. the District shall consult with the First Nation regarding any significant changes or modifications to a District Service, including changes or modifications that would result in a significant increase in the cost of that District Service, and the District shall as soon as is practicable and without delay give notice to the First Nation of the proposed change of service or increased cost and the parties shall meet to consider the changes or modifications to the District Service; and
  - b. the First Nation shall consult with the District regarding any significant changes or modifications to a First Nation Offset Service, including changes or modifications that would result in a significant increase in the cost of that First Nation Offset Service, and the First Nation shall as soon as is practicable and without delay give notice to the District of the proposed change of service or increased cost and the parties shall meet to consider the changes or modifications to the First Nation Offset Service.
6. Where, in the view of the First Nation, the change or modification to a District Service is unreasonable, or too onerous to the First Nation, the First Nation, at its sole discretion may withdraw from the District Service, and this shall become effective in the following year of the Term, and the applicable Schedule shall be deleted from this Agreement.

#### **Representation**

7. The First Nation Council shall, by resolution, appoint a representative of Council to attend meetings of the District's Board and to participate as a non-voting member.
8. Notwithstanding Clause 7, where a meeting of the District Board is in camera, the representative of the First Nation Council may attend at the invitation of the District Board.

#### **Payment for Services**

9. The cost for each District Service and the First Nation Offset Services, including the method of calculation for payment, shall be set out in the corresponding Schedule.
10. Commencing in the year 2007 and each year thereafter, the First Nation shall pay an annual payment to the District for the provision of the District Services in each of those years in an amount equal to the total cost of all District Services costs as calculated in accordance with the relevant Schedules, minus the total cost of all First Nation Offset Services as calculated in accordance with the relevant Schedules (the "Fee").

11. For budgeting purposes only:
  - a. An estimate of the cost of the First Nation Offset Services for the upcoming year shall be calculated by the First Nation and provided to the District not later than October 15<sup>th</sup> of each year of the Term; and
  - b. an estimate of the Fee for the upcoming year shall be calculated by the District and provided to the First Nation not later than November 15<sup>th</sup> of each year of the Term.
12. For the purposes of calculating the Fee, the cost for each District Service shall be determined in accordance with the formula set out in the applicable Schedule.
13. The First Nation shall utilize a comparable method of calculating assessed values as the British Columbia Assessment Authority in the preparation of the assessment roll.
14. The First Nation shall provide to the District:
  - a. once available to the First Nation, a copy of its preliminary assessment roll;
  - b. by May 30<sup>th</sup> of each year of this Agreement, a copy of the assessment roll as authenticated by the Westbank First Nation Board of Review; and
  - c. by June 30<sup>th</sup> of each year of this Agreement, confirmation of the actual amount expended by the First Nation on the First Nation Offset Services in the previous year.

#### **Payment Due Dates**

15. Commencing in 2007, the Fee shall be payable in two equal instalments. The first instalment will be due and payable on August 1<sup>st</sup> in each year and the second instalment will be due and payable on November 1<sup>st</sup> in each year.
16. For greater certainty, in the event that the actual expenditure:
  - a. by the District for a District Service; or
  - b. by the First Nation for a First Nation Offset Service

in a given year is either greater or less than the amount estimated for the purposes of determining the Fee under Clause 11, then any deficit or surplus shall be carried forward into the following year.

#### **Exempt Property**

17. In no event shall properties that are exempt from taxation by the First Nation be included or deemed to be included for calculation of any payment for District Services.

## **Term**

18. The term of this Agreement shall be for fifteen (15) years from the 1<sup>st</sup> day of January 2007 to the 31<sup>st</sup> day of December 2022 (the "Term"), unless terminated in accordance with this Agreement.
19. Notwithstanding any other remedy available at law or equity, either party may terminate this Agreement for default or breach by the other party if written notice of the default is provided to the defaulting party and such default is not remedied within 60 days of receipt of such notice.

## **Discontinuance of Service**

20. Upon termination or other determination of this Agreement, the District may, at its option, terminate the provision of any or all of the District Services.
21. Within thirty (30) days of the termination or other determination of this Agreement, the District will provide the First Nation with a statement of the pro-rated amount of the Fee up to the date of termination. If there is an underpayment for the applicable year, the District shall invoice the First Nation for the amount owed and the First Nation will pay the invoice within thirty (30) days of its receipt. If there is an overpayment for the applicable year, the District will refund the First Nation the full amount of the overpayment within thirty (30) days of the termination.
22. Any dispute between the First Nation and the District in respect of the determination of the amount owed by the First Nation or refundable to the First Nation will be resolved in accordance with the Dispute Resolution process set out in this Agreement notwithstanding the prior termination of this Agreement.

## **Notice**

23. Wherever in this Agreement it is required or permitted that notice, demand or other communication be given or served by either party to the other, such notice or demand shall be given and served in writing and forwarded by registered mail, prepaid courier or confirmed facsimile, addressed as follows:
  - (a) in the case of communication to the District:  
1450 KLO Road  
Kelowna, British Columbia  
V1W 3Z4
  - (b) in the case of communication to the First Nation:  
#301 - 515 Highway 97 South  
Kelowna, British Columbia  
V1Z 3J2

## **Assignment**

24. This Agreement shall not be assigned by either party hereto, except with the prior written consent of the other.
25. Without limiting Clause 24, the District shall obtain from any proposed assignee of the whole or any part of this Agreement a written agreement, in a form approved by the First Nation, whereby the assignee covenants and agrees to perform all of the covenants and agreements to be observed or performed by the District under this Agreement.
26. For greater clarity, if there is a restructuring of the governance on the Westside that results, or could result, in the assignment of any of the District Services to a new government entity, then the District shall ensure that prior to any assignment:
  - a. a written agreement is prepared and approved by the First Nation in accordance with Clause 25; or
  - b. That the parties to this Agreement meet in accordance with Clause 4 and remove from this Agreement the District Service or District Services to be assigned to the new government entity.

## **Dispute Resolution**

27. Unless this Agreement provides otherwise, any disagreement between the First Nation and the District that arises out of this Agreement or in regard to the interpretation of this Agreement shall be resolved pursuant to this Article and where such a disagreement arises either party may give written notice to the other that it wishes to resolve the disagreement through the process set out in this Article (the "Dispute Resolution Notice") which notice shall set out:
  - a. the matter which the issuer wishes to have resolved pursuant to this Article, and
  - b. the position of the issuer in respect of the matter which is the subject of the dispute.
28. Upon receipt of a Dispute Resolution Notice by either the First Nation or the District, the Director of Operations of the First Nation, the Administrator of the District, the Chairperson of the District and the Chief of the First Nation, or an appointee of the First Nation Council, shall meet together in an attempt to settle the disagreement through negotiation and if the disagreement cannot be so settled and ratified by the Council of the First Nation and the Board of the District within thirty (30) working days of receipt of the Dispute Resolution Notice by the party to whom it was issued, then the same shall be submitted to an Arbitrator agreed upon between the First Nation and the District whose decision shall be handed down within twenty (20) working days of appointment.

29. Should the First Nation and the District fail to resolve the dispute through negotiations held pursuant to Clause 28 and fail to agree on an Arbitrator within fifteen (15) working days of receipt of the Dispute Resolution Notice by the party to whom it was issued, a sole Arbitrator may be appointed by a Judge of the Supreme Court of British Columbia upon application by either the First Nation or the District, provided that the applicant shall give to the other party five (5) working days notice of its application for such an appointment.
30. The decision of an Arbitrator appointed pursuant to this Agreement will be considered final and binding upon the Parties.
31. The cost of any arbitration shall be borne equally by the District and the First Nation unless otherwise ordered by the Arbitrator.
32. If upon a reference to it, an Arbitrator refuses jurisdiction or otherwise fails to determine the question, then the question may be referred by either Party, to any court of competent jurisdiction and the Parties may exercise any other right or remedy they may have under this Agreement or otherwise.

### **Indemnity**

33. The District shall indemnify and save harmless the First Nation from and against all claims, demands, losses, costs, damages, actions, suits, proceedings, fines or assessments by whoever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributed to the breach of any provision of this Agreement to be performed by the District, its officials, servants, employees, agents and contractors. This condition shall survive the termination of this Agreement.
34. Except with respect to the District Services to be provided by the District under this Agreement for which the District shall remain responsible, the First Nation shall indemnify and save harmless the District from and against all claims, demands, losses, costs, damages, actions, suits, proceedings or fines or assessments by whoever made, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributed to, the breach of any provision of this Agreement to be performed by the First Nation and the officials, servants, employees, members, agents and contractors of the First Nation. This condition shall survive the termination of this Agreement.
35. The District shall, during the Term of this Agreement, at its sole cost and expense, maintain comprehensive general liability insurance against claims for personal injury, death, or property damage occurring on, off, in, or about the Reserves, arising out of or resulting from negligence of the District and the officials, servants, employees, members, agents and contractors of the District in the provision of services to be provided by the District pursuant to this Agreement;

such insurance to afford protection to the minimum limit of FIVE MILLION (\$5,000,000.00) DOLLARS or to such limit as may be agreed upon by the Parties in writing.

36. The First Nation and its First Nation Council, officers, officials, servants, employees, agents and contractors shall be added by the District to its comprehensive general liability insurance policy required to be maintained under Clause 35 as Additional Insureds with respect to the liability of the First Nation arising out of the provision of the District Services by the District.
37. The First Nation shall, during the Term of this Agreement, at its sole cost and expense, maintain comprehensive general liability insurance against claims for personal injury, death, or property damage occurring on, off, in, or about the Reserves, arising out of or resulting from negligence of the First Nation and the officials, servants, employees, members, agents and contractors of the First Nation in the provision of services to be provided by the First Nation pursuant to this Agreement; such insurance to afford protection to the minimum limit of FIVE MILLION (\$5,000,000.00) DOLLARS or to such limit as may be agreed upon by the Parties in writing.
38. The District and its District Board, officers, officials, servants, employees, agents and contractors shall be added by the First Nation to its comprehensive general liability insurance policy required to be maintained under Clause 37 as Additional Insureds with respect to the liability of the District arising out of the provision of the Offset Services by the First Nation.

#### **Review**

39. In addition to the annual review of District Services in Clause 4, the Parties shall review the Agreement not less than once within the first five years of the Term and then again not less than once in the second five years of the Term.

#### **Amendment**

40. No change or modification of this agreement is valid unless it is in writing and signed by the First Nation and the District.

#### **Interpretation**

41. Nothing contained or implied herein shall prejudice or affect the rights and powers of the District or the First Nation in the exercise of their functions under any public or private statutes, bylaws, orders and regulations.
42. The Parties shall observe, fulfil and comply with all relevant and applicable laws, by-laws, requirements, directions, orders, ordinances, rules and regulations of every federal, provincial, municipal or First Nation authority and agency by law



constituted and the Parties shall not commit nor suffer any breach thereof to be committed on the Reserves.

43. This Agreement shall not be construed so as to create any greater standard of care or liability on the part of the District in respect of the supplying of District Services to the Reserves than that which applies to the supply of such services generally within the Regional District of Central Okanagan.
44. Nothing in this Agreement shall be interpreted as creating an agency, partnership or joint ventureship between the District and the First Nation.
45. Time shall be of the essence of this Agreement.
46. In the event that any provision of this Agreement or any part thereof is invalid, illegal or unenforceable, the remainder shall be construed as if the invalid provisions or part thereof had been deleted from this Agreement.
47. Headings are inserted in this Agreement for convenience only and shall not be construed as affecting the meaning of this Agreement.
48. No waiver of any term or condition of this Agreement or a breach of any term or condition of this Agreement by any party hereto shall be effective unless it is in writing and no waiver of breach even if in writing shall be construed as a waiver of any future breach.
49. Wherever the singular or masculine is used herein the same shall be construed as meaning the plural or feminine or body politic or corporate where the context or the Parties hereto so require.

50. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their successors and permitted assigns.

**SIGNED, SEALED AND DELIVERED** by the  
Westbank First Nation on the 15 day of

JANUARY, 2007.

"AS TO ALL SIGNATURES"

  
\_\_\_\_\_  
Witness Signature

**KIRK DRESSLER**  
\_\_\_\_\_  
Witness Name (Print)  
Barrister & Solicitor  
#310 - 515 Hwy 97 S.  
Kelowna, BC V1Z 3J2

\_\_\_\_\_  
Witness Address

**SIGNED, SEALED AND DELIVERED** by the  
Regional District of Central Okanagan on the 15<sup>th</sup>  
of January, 2007.


  
\_\_\_\_\_  
Witness Signature

**GARY ALEXANDER LEIER**  
\_\_\_\_\_  
Witness Name (Print)  
COMMISSIONER FOR TAKING AFFIDAVITS  
REGIONAL DISTRICT OF CENTRAL OKANAGAN  
1450 K.L.O. ROAD  
KELOWNA, B.C. V1W 3Z4

\_\_\_\_\_  
Witness Address

  
\_\_\_\_\_  
Chief Robert Louie

  
\_\_\_\_\_  
Councillor Larry Derrickson

  
\_\_\_\_\_  
Councillor Mickey Werstuik

  
\_\_\_\_\_  
Councillor Miguel DeGuevara

  
\_\_\_\_\_  
Councillor Loretta Swite

  
\_\_\_\_\_  
**ROBERT HOBSON**  
CHAIR  
  
\_\_\_\_\_  
**W.B. d'EASUM**  
CHIEF ADMINISTRATIVE OFFICER  
REGIONAL DISTRICT OF CENTRAL OKANAGAN

## Schedule A

**District Service:** 130 - Mount Boucherie and Jim Lind Multiplex Arenas

**Service Agreement Calculation:**

*Net taxable values of lands and improvements in the First Nation*  
*net taxable values of lands and improvements*  
*in District Local Service Area #5 plus net taxable values of lands*  
*and improvements in the First Nation* X *District Service Annual* = *Cost*  
*Requisition*

**Department:** Parks and Recreation

**Mandate:**

Provide safe and accessible ice rink facilities for all residents and visitors of the Westside and the First Nation so they can enjoy a variety of indoor ice related activities to improve their quality of life.

**Program Management Goals:**

- RDCO staff will effectively manage, operate, and maintain the facilities to a safe and acceptable standard, and to ensure the longevity of the facilities and amenities in accordance with the policies established by the Westside Parks & Recreation Commission.
- Assess active indoor recreation needs, to prioritize and provide affordable and appropriate programs, facilities and amenities in accordance with the:
  - Westside Parks and Recreation Master Plan, and
  - Official Community Plansto meet the needs of the growing community that were expressed through the public consultation process.
- Annually review costs of operations including energy, and to implement measures to increase efficiency and to reduce costs.
- To update the Westside Parks and Recreation Master Plan.
- Provide excellent service by effectively managing:
  - resources and budget
  - bookings, programs, fees, and promotion
  - operation and maintenance
  - customer service quality.
- Maintain the operating certificate and provide a safe and environmentally responsible facility by complying with:
  - The Power Engineer and Boiler and Pressure Vessel Safety Act
  - The BC Health Act
  - Other Provincial Regulations

**Program Activities:**

- Manage programs, bookings and promotion.
- Manage operations and maintenance of the facilities, including:

- Maintaining the structural integrity of the ice.
- Maintaining a clean, defect free, ice surface.
- Managing public participation on the ice, in the bleachers, and the rest of the building.
- Preventative maintenance.

**Participating Members:**

Funding:	Westside Electoral Area (excluding area north of Traders Cove on Westside Road) Arena Rentals Westbank First Nation Services Contract
Committees:	Westside Parks & Recreation Commission Mount Boucherie Advisory Committee Mount Boucherie Expansion Advisory Committee
Contracts / Agreements:	Westside Minor Hockey – Concession Westbank First Nations Services Contract

## Schedule B

**District Service:** 125 - Johnson Bentley Memorial Aquatic Centre

**Service Agreement Calculation:**

*The cost of this service shall be offset against the cost of the Sensisysten Gym, Pine Stadium, and Shannon Lake Park under Schedule N, with the result that neither this service nor the Sensisysten Gym, Pine Stadium, and Shannon Lake Park shall have any implication on the Fee calculation in the Local Services Agreement.*

**Department:** Parks and Recreation

**Mandate:**

Provide safe and accessible indoor aquatic facilities for residents of the Westside and the First Nation so they can participate in a variety of recreational and educational activities to improve their quality of life.

**Program Management Goals:**

- RDCO staff will effectively coordinate and manage the operations contract in accordance with the policies established by the Westside Parks and Recreation Commission to ensure the facility is:
  - Programmed to meet the needs of Westside residents.
  - Operated and maintained to:
    - A safe and acceptable standard
    - Ensure the longevity of the facility and amenities. This will include continuing to implement recommendations in the Energy Conservation Report.
- Annually review costs of operations including energy, and to implement measures to increase efficiency and to reduce costs.
- To update the Westside Parks and Recreation Master Plan.
- Assess programs and fees and take necessary action to ensure adequate cost recovery and that the needs of the public are met.
- Effectively manage the resources and budget required to provide adequate operational subsidy, and capital maintenance and equipment.
- Maintain the operating certificate and provide a safe and environmentally responsible facility by complying with:
  - The Power Engineer and Boiler and Pressure Vessel Safety Act
  - The BC Health Act
  - Other Provincial Regulations
- Provide indoor aquatic facilities in accordance with the Westside Parks & Recreation Master Plan and Official Community Plans to meet the needs of the community that were expressed through the public consultation process.

**Program Activities:**

- Manage the 3<sup>rd</sup> party contract for the operation and maintenance of the building and programs.
- Provide and manage the operation and maintenance of the grounds, parking lot, and washroom.

**Participating Members:**

Funding:	Local Service Area Westbank in the Westside Electoral Area Westbank First Nation Services Contract
Committees:	Westside Parks and Recreation Commission
Contracts / Agreements:	Active Living Entreprises Ltd. is the contractor for the operation and maintenance of the building and programs. Westbank First Nation Services Contract

## Schedule C

### District Service: 161 - Westside Seniors' Activity Centre

#### Service Agreement Calculation:

*Net taxable values of lands and improvements in the First Nation* X *District Service Annual* = *Cost*  
*net taxable values of lands and improvements* *Requisition*  
*in District Local Service Area #5 plus net taxable values of lands*  
*and improvements in the First Nation*

#### Department: Parks and Recreation

#### Mandate:

Provide and maintain a safe and accessible facility to seniors on the Westside and the First Nation so they can participate in leisure and social activities and improve their quality of life.

#### Program Management Goals:

- In accordance with the policies established by the Westside Parks & Recreation Commission, RDCO staff will effectively manage the budget and resources to operate and maintain the facilities to:
  - A safe and acceptable standard.
  - Ensure the longevity of the facilities and amenities.
  - Coordinate and monitor the agreement to ensure the facility is promoted and programmed to provide accessible programs for the senior population on the Westside.
- Annually review costs of operations including energy, and to implement measures to increase efficiency and to reduce costs.
- To update the Westside Parks and Recreation Master Plan.
- Provide facilities in accordance with the Westside Parks and Recreation Master Plan and Official Community Plans to meet the needs of the community that were expressed through the public consultation process.

#### Program Activities:

- Manage the agreement with the Westside Senior Citizens Service Association for the programming and the provision of improved amenities.
- Manage operation and maintenance.
- Manage planning, design and development.

#### Participating Members:

Funding: Westside Electoral Area (excluding area north of  
Traders Cove on Westside Road)  
Westbank First Nation Services Contract  
Lease Fees

Committees: Westside Parks & Recreation Commission

Contracts / Agreements: Westside Senior Citizens Service Association

## Westbank First Nation Services Contract



## Schedule D

**District Service:** 083 - Westside Transit

**Service Agreement Calculation:**

*Net taxable values of lands and improvements in the First Nation* X *District Service Annual* = *Cost*  
*net taxable values of lands and improvements* *Requisition*  
*in District Local Service Area #2, plus net taxable values of lands*  
*and improvements Peachland, plus net taxable values of lands*  
*and improvements in the First Nation*

**Department:** Finance

**Mandate:**

Provide transit services to residents in Peachland, parts of the Westside Electoral Area (Westbank, Glenrosa, Lakeview Heights, and West Kelowna Estates), and the First Nation to ensure access to transportation to improve their quality of life.

**Program Management Goals:**

- Manage the budget and contract with the BC Transit, who subcontracts the City of Kelowna for administration of Westside Transit services and Handi-Dart Service to ensure:
  - Service is provided in accordance with the contract requirements.
  - An alternative to single occupant vehicles is provided to reduce pollution and traffic congestion.
  - An affordable alternative form of transportation is provided for the general public.
  - A transportation alternative is provided for students who no longer have access to the school bus system.
  - Service is provided where demand is according to ridership on routes.
  - A 33% cost recovery of the total costs of service.
- Engineering will manage the contract with the City of Kelowna to maintain bus stops to a safe and acceptable standard to:
  - Contribute to the safety of users.
  - Ensure a clean and neat appearance.

**Program Activities:**

- Provide share of funding for Westside Transit System.
- Manage the administration services contract.
- Engineering will manage the contract with the City of Kelowna to maintain all bus stops on the Westside (excluding Peachland).

**Participating Members:**

Funding: Rider Fees (Revenues are credited to the Regional District).  
Funding formula changed in 2003:  
BC Transit pays a flat amount and tax

requisitions, from Peachland and parts of Electoral Area Westside make up the difference (allocated based on service costs within the area as determined by BC Transit).  
(Prior to 2003, a percentage was paid by tax requisitions from Peachland, parts of Electoral Area Westside, and a percentage was paid by BC Transit.)  
Peachland pays for its own bus stop Maintenance.  
Westbank First Nation Services Contract

Committees: Regional Transportation Committee

Contracts / Agreements: Regional District pays BC Transit Contract fees, and the City of Kelowna handles the administration of the programs on their behalf.

Committees: Regional Transportation Committee

Contracts / Agreements: City of Kelowna is contracted to administer ...this service by BC Transit, on behalf of the RDCO.  
City of Kelowna for bus stop maintenance.

## Schedule E

### District Service: 084 - Handi-Dart Transit (Westside)

#### Service Agreement Calculation:

*Net taxable values of lands and improvements in the First Nation* X *District Service Annual* = *Cost*  
*net taxable values of lands and improvements* *Requisition*  
*in District Local Service Area #3 plus net taxable values of lands*  
*and improvements in the First Nation*

Department: Finance

#### Mandate:

Provide access to "door to door" transit services for eligible users (e.g. the elderly, physically challenged, etc.) residing in Westside Electoral Area and the First Nation who have no access to alternative forms of transportation to improve their quality of life.

#### Program Management Goals:

- Manage the budget and contract with BC Transit, who subcontracts the City of Kelowna for administration of Handi-Dart Transit services, to ensure service is provided in accordance with the contract requirements.

#### Program Activities:

- Provide funding for Handi-Dart System.
- Manage the administration services contract.

#### Participating Members:

Funding:

Rider Fees (Revenues are credited to the Regional District).  
Funding formula changed in 2003:  
BC Transit pays a flat amount and tax requisitions from parts of Electoral Area Westside make up the difference.  
(Prior to 2003, a percentage was paid by tax requisitions from Peachland, parts of Electoral Area Westside, and a percentage was paid by BC Transit.)  
Westbank First Nation Services Contract

Committees:

Regional Transportation Committee

Contracts / Agreements:

Regional District pays BC Transit Contract fees, and the City of Kelowna handles the administration of the programs on their behalf.

## Schedule F

### District Service: 142 - Regional Parks

#### Service Agreement Calculation:

$$\frac{\text{Net taxable values of lands and improvements in the First Nation}}{\text{Net taxable values of all lands and improvements in the District plus net taxable values of lands and improvements in the First Nation}} \times \text{District Service Annual Requisition} = \text{Cost}$$

### Department: Parks and Recreation

#### Mandate:

Provide a network of regional parks and trails. These will represent the complete range of regionally significant natural environments for residents and visitors to the Central Okanagan. The program will provide opportunities for outdoor experience and activities in accordance with the Official Regional Park Plan that encourages public understanding, appreciation and enjoyment of the region's natural and cultural landscapes while ensuring the long term ecological and commemorative integrity of each park and trail.

#### Program Management Goals:

- Continue to work effectively with volunteers, all levels of government, and other agencies including BC Parks, and Municipal partners, to plan and provide parks that meet the needs of the growing community.
- Effectively manage, operate and maintain safe, primarily passive, healthy and natural park spaces for the enjoyment of all residents.
- Continue to provide weed control without the use of chemical methods, in accordance with the Integrated Pest Management Plan to contribute to a safer and healthier environment.
- Where physically, financially and strategically feasible, universal access and amenities will be implemented.
- Effectively manage the budget and resources required to acquire, develop, operate and maintain safe and accessible park spaces and encourage their use.
- Assess and recommend acquisition of new regional parks that protect regionally significant natural landscapes in areas currently under represented in the system which compliments existing Provincial, Municipal Park systems and protected areas.
- Encourage community involvement in Regional Parks by providing volunteer opportunities including stewardship projects, interpretation, fundraising, park development, special events, and acting as park wardens.
- Provide excellent service by effectively managing:
  - Programs and promotion.
  - Customer service quality.

#### Program Activities:

- Manage operation and maintenance including:

- Maintaining Park Health.
- Park Safety and Hygiene.
- Enhancement of Park Amenities.
- General Repairs and Maintenance.
- Preventative Maintenance.
- Manage planning, design and development.
- Manage promotion, interpretation and education.

### **Participating Members:**

Funding:	All Central Okanagan ratepayers Westbank First Nation Services Contract Rental Fees
Committees:	Parks Advisory Committee
Contracts / Agreements:	City of Kelowna – Mission Creek Greenway District of Lake Country – Okanagan Center Safe Harbour BC Parks – Fintry Provincial Park Gellatly Cemetery Trustees – Gellatly Heritage Park BC Forestry Ministry – Killiney & McCulloch Campsites Westbank First Nation Services Contract

### **Regional Parks Listing as at January 2006**

#### **Conservation**

Robert Lake  
Rose Valley Regional  
Stephens Coyote Ridge  
Mt. Boucherie  
Woodhaven  
Coldham

#### **Natural**

Cedar Mountain  
Kalamoier  
Mill Creek  
Mission Creek  
Scenic Canyon  
Fintry

#### **Trails (Greenways)**

Glen Canyon  
Mission Creek Greenway

#### **Recreation / Cultural / Waterfront**

Antlers Beach / Hardy Falls  
Bertram Creek  
Gellatly Heritage Park  
Gellatly Nut Farm  
Kaloya  
Kopje  
McCulloch Station  
Okanagan Centre Safe Harbor  
Raymer Bay  
Reiswig  
Shannon Lake  
Traders Cove

#### **Management Agreements**

Okanagan Lake Campsite (Killiney)  
McCulloch Campsite

## Schedule G

**Program:** 101 – Okanagan Basin Water Board (OBWB)

**Service Agreement Calculation:**

$$\frac{\text{Net taxable values of lands and improvements in the First Nation}}{\text{Net taxable values of all lands and improvements in the District plus net taxable values of lands and improvements in the First Nation}} \times \text{District Service Annual Requisition} = \text{Cost}$$

**Department:** Finance

**Mandate:**

Contribute funding to OBWB to participate in water quality enhancement programs and work towards ensuring an adequate water supply is maintained to meet the Okanagan Basin's future needs.

**Program Management Goals:**

- Transfer share of funds required on a timely basis. The OBWB operates under letters patent, and the RDCO is a participating member, required to make financial contributions on the basis of assessment for the participating areas.
- Participate on the water committee through the appointment of one board member.
- Take advantage of membership benefits by applying for grants for qualifying water and sewer projects.

**Program Activities:**

- Transfer share of funds to program.
- Apply for grants for sewer and water projects.
- Appoint one board member to OBWB.

**Participating Members:**

Funding:	All Central Okanagan Ratepayers Westbank First Nation Services Contract
Committees:	Okanagan Basin Water Board
Contracts / Agreements:	Letters Patent for OBWB – Participating members include: <ul style="list-style-type: none"><li>• RDCO</li><li>• Part of NORD (south of Armstrong)</li><li>• RDOS</li></ul>

## Schedule H

### District Service: 091 - Effluent Disposal

#### Service Agreement Calculation:

$$\frac{\text{Net taxable values of lands and improvements in the First Nation}}{\text{Net taxable values of all lands and improvements in the District plus net taxable values of lands and improvements in the First Nation}} \times \text{District Service Annual Requisition} = \text{Cost}$$

Department: Engineering

#### Mandate:

To provide effective and efficient management of septic wastes and wastewaters collected from properties within the Regional District and the First Nation, to ensure these wastes are treated and disposed of in an environmentally safe manner, in order to contribute to a safe and healthy, growing community and support responsible environmental protection.

#### Program Management Goals:

- Effectively manage resources and budget to provide efficient septic and wastewater treatment programs, through contract with the District of Lake Country, for all Regional District residents.
- Ensure that the services provided under contract strive to meet the needs of the residents, businesses and waste haulers.
- Provide excellent public service, and increase public health and environmental safety, by:
  - Advising and educating haulers, businesses, and the public on wastes permitted to be received at the septic receiving and treatment facility.
  - Developing and implementing education programs for proper maintenance of septic tanks, to reduce the impacts of inefficient septic systems.
  - Monitoring septic waste volumes and ensuring hauler compliance.
- Review and manage user fee rates to ensure adequate cost recovery.
- Develop emergency plans for treatment of septic wastes in case of Lake Country plant failure.
- Complete necessary ongoing monitoring and final closure of the previous septic treatment and disposal site located on Winfield Ranch to meet Ministry of Water, Land, and Air Protection standards and requirements.

#### Program Activities:

- Monitoring, testing, reporting of:
  - septic volumes discharged under contract through the Lake Country Facility.
  - volumes of FOG (fats, oils and greases) discharged to receiving pits.
  - solids content of septic wastes discharged.
  - sludges delivered to composting facility for processing.
- Review and issue haulers' licenses.

- Record and invoice volumes of septic and FOG delivered by haulers to Lake Country and FOG pit, and ensure hauler compliance.
- Public Education.
- Manage and monitor closure of Winfield Ranch Disposal Site.

**Participating Members:**

Funding:	Tipping Fees, and Westbank First Nation Service Contract
Committees:	Engineering Committee
Contracts / Agreements:	District of Lake Country – Principle Contract Operator of Facility Aquatrol – Facility Operator Ministry of Water, Land, and Air Protection City of Kelowna – Recipient and Processor of Dewatered Sludges Sludge Hauling Contractors Westbank First Nation Service Contract



## Schedule I

### District Service: 030 - Regional Rescue Service

#### Service Agreement Calculation:

$$\frac{\text{Net taxable values of lands and improvements in the First Nation}}{\text{Net taxable values of all lands and improvements in the District plus net taxable values of lands and improvements in the First Nation}} \times \text{District Service Annual Requisition} = \text{Cost}$$

Department: Engineering Services

#### Mandate:

Provide disaster and emergency response service, as well as community awareness and education for the Central Okanagan, to assist in the protection of lives and the environment.

#### Program Management Goals:

- To reduce loss of life, increase public safety, protect property and the environment by:
  - Responding as quickly as possible to emergency calls:
    - on land and on water to search for, rescue, and save lives.
    - to protect and save property and the environment.
  - Providing fire and emergency dispatch service to respond to calls for assistance as quickly and safely as possible.
  - Training, educating, and equipping rescue personnel, both paid on call and volunteers, for rescue preparedness.
  - Ensuring rescue personnel provide services in a manner which reduces the risks to their own personal safety and the safety of the public.
  - Obtaining and maintaining rescue equipment so it is available in a state of response readiness.
  - Managing the liability risks to the RDCO.
  - Educating the public, elected officials and volunteers on their roles and responsibilities during a state of emergency to provide clear direction, and avoid panic and confusion.
  - Maintaining and keeping a current, updated Emergency Plan to be activated in a state of emergency.
  - Reimbursing costs of emergency response to responding departments.
  - Providing cost effective, high levels of service by effectively managing resources and budgets.
  - Ensuring reimbursement from the Provincial Emergency Program is as high as possible.
  - Keeping detailed records of each emergency response for future review and assessment.
  - Attracting, retaining, and motivating volunteers to contribute to the success of the program.

**Program Activities:**

- Answering emergency calls and dispatching appropriate rescue personnel.
- Responding to emergency calls to save and protect lives.
- Responding to emergencies to protect the environment from hazardous waste spills.
- Training and equipping paid on call rescue personnel and volunteers.
- Educating the public.
- Keeping the Regional Emergency Plan updated.
- Completing training exercises for Emergency Operations Center personnel to be in a state of readiness.

**Participating Members:**

Funding:	Central Okanagan Ratepayers Westbank First Nation Services Contract
Committees:	Engineering Committee Regional Technical Advisory Committee Emergency Operations Center Control Group Search and Rescue All emergency services and agencies (with regard to Emergency Plan) Provincial Emergency Program (PEP) Amateur Radio
Contracts / Agreements:	Mutual Aid (fire departments, local search and rescue groups) PEP Forestry Agreement City of Kelowna – Operations contract Search and Rescue Ellison Hall Rental Amateur Radio Marine Patrol RCMP Westbank First Nations Services Contract

## Schedule J

### District Service: 031 - 9-1-1 Emergency Call Centre

#### Service Agreement Calculation:

$$\begin{array}{l} \text{Net taxable values of lands and improvements in the First Nation} \\ \text{Net taxable values of all lands and improvements} \\ \text{in the District plus net taxable values of lands and} \\ \text{improvements in the First Nation} \end{array} \times \begin{array}{l} \text{District Service Annual} \\ \text{Requisition} \end{array} = \text{Cost}$$

**Department:** Human Resources

#### **Mandate:**

Provide a universally recognized telephone call centre service that provides the citizens of the Regional Districts of:

- Central Okanagan
- Columbia-Shuswap
- North Okanagan
- Okanagan-Similkameen
- Kootenay Boundary
- East Kootenay
- Central Kootenay
- Thompson Nicola

with 24 hour access to emergency service responses by Law Enforcement, Fire, or Emergency Medical Personnel to help protect their well-being.

#### **Program Management Goals:**

- Ensure operators answer and direct calls to the appropriate responding agency with a sense of urgency, recognizing that lives may be at stake. The target is to answer 90% of calls in less than ten seconds.
- Provide and manage an appropriate number of qualified personnel to answer emergency calls and forward them to the responding downstream agencies.
- Communicate with participating partners to ensure they are aware of changes and challenges with the system.
- Ensure the system meets technical and service delivery standards specified in the RCMP "E" Division Infomatics Policies.
- Manage the resources and budget to meet the Regional District's commitments to the program.
- Provide operators with the tools to manage stress levels and reduce sick leave.
- Continue to explore service delivery options to provide excellent, cost effective service.
- Work to ensure new technologies (VOIP) have viable 911 options that do not compromise existing operations.

#### **Program Activities:**

- Answer and forward emergency calls.
- Arrange operations meetings as required.

- Manage staff.
- Attend E911 service providers' meetings twice annually.

**Participating Members:**

Funding:	Other Participating Regional Districts (see below) Central Okanagan Ratepayers Westbank First Nation Services Contract
Committees:	E911 Service Providers E911 Operations Committee Governance and Services Committee
Contracts / Agreements:	Telus RCMP BC Ambulance Various Fire Dispatch Centres NORD (North Okanagan Regional Dist.) OSRD (Okanagan-Similkameen Regional District) CSRD (Columbia-Shuswap Regional District) Kootenay Boundary Regional District Central Kootenay Regional District East Kootenay Regional District Thompson Nicola Regional District BC 9-1-1 Service Providers CRTC

## Schedule K

### District Service: 040 - Crime Stoppers

#### Service Agreement Calculation:

$$\frac{\text{Net taxable values of lands and improvements in the First Nation}}{\text{Net taxable values of all lands and improvements in the District plus net taxable values of lands and improvements in the First Nation}} \times \text{District Service Annual Requisition} = \text{Cost}$$

### Department: Human Resources

#### Mandate:

Crime Stoppers is a partnership of the public, police, media and the Regional District that provides the community with a proactive program for people to assist the police anonymously to solve crimes and, thereby, to contribute to an improved quality of life.

#### Program Management Goals:

- Promote to the public the program to ensure an understanding of Crime Stoppers and how it works.
- Generate an environment that encourages the public to use the various tip lines.
- Ensure that the confidentiality necessary for the success of the program is held paramount.
- Maintain an excellent working relationship with the police to ensure that tips are followed up on.
- Liaise with the Okanagan Crime Stoppers Board to assist them with their day to day duties.
- Nurture the continued support of the media to promote Crime Stoppers.
- Manage the resources and budget to meet the Regional District's commitments to the program.
- Attract, retain and motivate volunteers, to ensure the success of the program.

#### Program Activities:

- Attract, train, schedule and supervise volunteers.
- Maintain records and statistics.
- Receive tips.
- Follow up with the police on tips.
- Develop and maintain programs such as:
  - Student and seniors crime stoppers that encourage tips from specific segments of the community.
  - Tippline
  - MugShots
  - School District No. 23 Safe Schools Committee
  - Hot Cars
  - Re-enactments
  - Website
  - Drug Free Zone (DFZ)

- Crime of the Week
- Administer day to day activities of the board.
- Provide public education.
- Attend public events to maintain the viability of the program.

**Participating Members:**

Funding: Central Okanagan Ratepayers  
Westbank First Nation Services  
Contract

Committees: Governance and Service  
Crime Stoppers Board

Contracts / Agreements  
Partnerships: RCMP  
School District No. 23  
Various Media  
ICBC  
Operation ID  
Insurance Fraud Coalition  
BC Forest Ministry  
Southern Interior Construction  
Association  
Canada Post

## Schedule L

### District Service: 041 - Victims Services

#### Service Agreement Calculation:

*Net taxable values of lands and improvements in the First Nation* X *District Service Annual* = *Cost*  
*Net taxable values of all lands and improvements* *Requisition*  
*in the District plus net taxable values of lands and*  
*improvements in the First Nation*

### Department: Human Resources

#### Mandate:

The police-based victim services program provides emotional support and practical information to victims of crime or trauma (sudden death, suicide, fatal motor vehicle accidents, and disasters) in the Kelowna detachment policing areas (including Lake Country) to:

- reduce the overall impact of victimization, and
- assist clients with matters relating to the criminal justice system.

#### Program Management Goals:

- Provide program services in accordance with the Police-Based Victim Services – Municipal Cost-Shared Grants Contract with the Ministry of Public Safety and Solicitor General, in the policing area of the Kelowna RCMP Detachment area, in order to:
  - Make the justice system more responsive to the needs of victims of crime.
  - Ensure that victims of crime are treated in a respectful and nonjudgmental manner.
  - Provide victims of crime and trauma with information, practical assistance and emotional support.
  - Refer victims of crime and trauma to appropriate community resources.
- Effectively manage the resources and budget to provide adequate levels of service.
- Ensure that staff and volunteers are knowledgeable in all aspects of the program, and treat victims with respect, understanding and compassion, to provide excellent and professional service.
- Maintain an effective, cooperative relationship with the RCMP Detachment to encourage appropriate referrals to ensure the program's fullest utilization.
- Ensure the program is a member of Police Victim Services of BC and conforms to the standards of service or codes of ethics.
- Ensure that the public is aware of the program and encouraged to access its services.
- Liaise and work closely with relevant medical, social service and criminal justice agencies / professionals to ensure close coordination, cooperation, and a minimum of duplication of services.

#### Program Activities:

- Train, schedule, and supervise staff.

- Recruit, train, schedule, and supervise volunteers.
- Manage and deliver services which include:
  - Providing emotional support (active listening, attending to clients, being empathetic, non-judgmental, and giving the opportunity to talk to someone outside of their family or friends).
  - Providing information and practical assistance with regard to:
    - the criminal justice system
    - crime prevention to avoid re-victimization
    - completion of forms such as Victim Impact Statements and Crime Victim Assistance
    - grief issues as related to sudden death, suicide, fatalities
    - reactions to stress or trauma.
  - Court support (including providing information on court process, court orientation, court attendance, liaising with Crown Counsel, explanation of no contact orders, etc.)
  - Providing Referrals to other community agencies, professionals, or other services.
  - Crisis intervention.
  - Attending crisis incidents at the request of the police.
  - Accompanying police to assist with death and accident notification.
  - Transporting and /or accompanying individuals to appointments or court.
  - Providing referrals for crime scene or fatality clean-up.
  - Participate on committees to ensure non-duplication of services, increase program awareness, referrals, and work towards a seamless delivery of service.
  - Public education.
  - Case management and information recording.

#### **Participating Members:**

Funding:	All Central Okanagan ratepayers Funding from the Ministry of Public Safety and Solicitor General Westbank First Nation Service Contract
Committees:	Governance & Services Committee
Contracts / Agreements:	Ministry of Public Safety & Solicitor General Kelowna RCMP Detachment



## Schedule M

**District Service:** 093 - Westside Sanitary Landfill

**Service Agreement Calculation:**

*Number of parcels in the First Nation x Parcel Tax = Cost*

Where parcel tax is calculated as follows:

*Parcel Tax = Cost of District Service divided by Number of parcels in District electoral areas [Westside and Eastside].*

**Department:** Engineering

**Mandate:**

To provide effective and efficient landfill services to the Westside Electoral Area, District of Peachland and the First Nation, in order to contribute to a safe and healthy community and support responsible environmental protection.

**Program Management Goals:**

- Effectively manage resources and budget to provide efficient landfill management to a safe and acceptable standard, and promote the longevity of the site. This includes providing operations staff, and managing the contract for site work (compaction, heavy equipment operation, and perimeter litter removal).
- Review and manage tipping fee rates to ensure adequate cost recovery.
- Follow guidelines and policy requirements issued by BC Ministry of Water, Land, and Air Protection.
- Monitor environmental indicators and take action as required to manage the site and ensure the safety of users, employees, and residents of areas surrounding the landfill.
- Review and update the landfill closure plan as necessary to effectively plan for, and manage costs: estimated closure date of 2014, estimated closure costs of \$1.23 million and 25 year post closure costs of \$25,000 / year.
- Ensure staff treat the public with courtesy, respect and fairness to promote excellent service quality.
- Reduce the volume of waste put into the landfill by:
  - Working with Waste Reduction staff to educate the public.
  - Diverting certain types of waste to designated areas within the landfill so that:
    - Recyclable materials (metals, tires, etc.) can be sold to salvage contractors.
    - Garden waste can be more easily composted.

**Program Activities:**

- Monitoring, reporting and management of:
  - Tonnage of waste accepted
  - Waste volumes and density
  - Service population and waste discharge rates

- Design volume and remaining capacity
- Groundwater quality
- Leachate (Contamination levels in ground water)
- Landfill Gas
- Managing the operation and maintenance of the landfill site, including:
  - Collecting Tipping Fees from users.
  - Directing the public to appropriate dumping areas within the landfill.
- Managing the site work contract (compaction, heavy equipment operation and perimeter litter removal).

**Participating Members:**

Funding:	Tipping Fees Westbank First Nations Service Contract Parcel Tax (Westside Electoral Area, District of Peachland)
Committees:	Engineering Committee
Contracts / Agreements:	Ansell Construction has the contract for site work including compaction, heavy equipment operation, and perimeter litter removal.  BC Ministry of Water, Land, and Air Protection issues Operational Certificate and monitors compliance.  Westbank First Nation Service Contract

## Schedule N

### First Nation Offset Services

**Description of First Nation Offset Service:** Sensisyusten Gym, Pine Stadium, Shannon Lake Park

**Service Agreement Calculation:**

The cost of this service shall be offset against the cost of the Johnson Bentley Memorial Aquatic Centre under Schedule B, with the result that neither this service nor the Johnson Bentley Memorial Aquatic Centre shall have any implication on the Fee calculation in the Local Services Agreement.

**Department:** Parks and Recreation

**Mandate:**

Provide a variety of safe and accessible facilities for all residents of the First Nation and District Local Service Area #5.

**Program Management Goals:**

- WFN staff will effectively manage, operate, and maintain these facilities to a safe and acceptable standard, in accordance with the policies established by the WFN Parks & Recreation Department.
- Annually review costs of operations, and implement measures to increase efficiency and to reduce costs.
- Provide excellent service by effectively managing:
  - resources and budget
  - operation and maintenance
  - customer service quality.
- Maintain and provide a safe and environmentally responsible facilities by complying with:
  - Westbank First Nation, Federal and Provincial Regulations

**Program Activities:**

- Manage programs, bookings and promotion.
- Manage operations and maintenance of the facilities, including:
  - Maintaining the structural integrity of the gym surface and quality of the fields
  - Maintaining a clean, defect free, gym surface and sports fields.
  - Preventative maintenance.

**Participating Members:**

Funding: Gym and playing fields Rental  
Westbank First Nation  
Westbank First Nation Services Contract

Committees: WFN Parks & Recreation

WFN Advisory Committee  
WFN Facilities Expansion Advisory Committee

Contracts / Agreements: Westside Minor Baseball  
Westside Minor Soccer  
Kelowna Minor Football  
Okanagan Ladies Fastball League  
Westside Co-ed Slow-pitch League  
Westside Mixed Orthodox fastball League  
BC Field Hockey Association  
Okanagan Regional Soccer Association  
Westbank First Nations Services Contract