

**THIS AGREEMENT** dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN:**

**REGIONAL DISTRICT OF EAST KOOTENAY**, a Regional District pursuant to the *Local Government Act*, RSBC 2015, Chapter 1 and incorporated pursuant to the laws of the Province of British Columbia with a place of business at 19 - 24th Avenue South, Cranbrook BC V1C 3H8.

(the "RDEK")

OF THE FIRST PART

**AND:**

**SHUSWAP INDIAN BAND** as represented by the Chief and Council, and having its office at Unit 3A 492 Arrow Road, Invermere BC V0A 1K2

(the "Band")

OF THE SECOND PART

**WHEREAS**

- A. The RDEK is empowered to undertake any work or service for a First Nation Government within the boundaries of the RDEK.
- B. The Band wishes to enter into an agreement to have the RDEK assign property addresses to designated areas within the Shuswap Indian Reserve, I.R. #0.
- C. The Band Council, pursuant to a Band Council Resolution dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ a copy of which is to be submitted to the RDEK, has approved and consented to the terms and conditions hereinafter set out.

**NOW THEREFORE**, in consideration of the covenants and Agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree with each other as follows:

**1. DEFINITIONS**

In this Agreement the following expressions will have the meanings herein assigned to them.

- 1.1 **Agreement** means this Agreement.
- 1.2 **Band Council** means the Council of the Band within the meaning of the *Indian Act*, or any successor to the Band Council pursuant to legislation enacted by the Parliament of Canada from time to time.
- 1.3 **Designated Area** means an area identified by the Band where property addressing is to be provided.
- 1.4 **Indian Act** means the *Indian Act*, R.S.C. 1985, c.I-5 and any regulation made thereunder, all as amended or replaced from time to time, and any reference to a section of that Act includes that section as amended or replaced from time to time.
- 1.5 **Property Address** means a four-digit number assigned to a building in accordance with the RDEK property addressing system.
- 1.6 **Property Address Map** means a map that shows the property address assigned to the principal building on each parcel.
- 1.7 **Property Base Map** means a composite legal survey plan that shows the location of parcels of land in relation to named roadways within the Reserve.

- 1.8 **Reserve** means the Shuswap Indian Band Reserve, I.R. #7428, and in the event that the name of the Reserve is changed from time to time pursuant to the *Indian Act* as defined herein, then “Reserve” will mean the Reserve so named.

## **2. SERVICE PROVIDED**

- 2.1 The RDEK will assign property addresses to buildings located on designated lands within the Reserve as may be requested from time to time by the Band Council.
- 2.2 The Band will supply suitable property plans for the purpose of recording address information; including access points and street names.
- 2.3 The Band will be responsible for the reproduction and distribution of property address maps to emergency services or other agencies at its discretion.
- 2.4 The RDEK will notify 911 addressing as part of the Master Street Address Guide (MSAG) program.
- 2.5 The RDEK will provide a property address map to the Band.
- 2.6 The RDEK will post all Band addresses on public web map.

## **3. PAYMENT FOR SERVICES**

- 3.1 The RDEK will provide the services under Section 2.1 at a cost of \$30.00 per property address assigned.
- 3.2 The RDEK will provide the services under Section 2.5 at a rate of \$60.00 per hour.

## **4. INSURANCE AND INDEMNITY**

- 4.1 The Band covenants to obtain and keep in force during the term of this Agreement, at its sole expense, insurance satisfactory to the RDEK protecting the RDEK and the Band (without any rights of cross-Claim or subrogation against the RDEK) against claims for personal injury, death, property damage or third party or public liability claims arising out of, in connection with, or in any way related to the services provided under this Agreement, in an amount not less than \$2,000,000.
- 4.2 The Band will submit a Certificate of Insurance required under this Agreement and such certificates will be submitted upon signing this Agreement and upon renewal of the insurance policy(ies).
- 4.3 The Band hereby indemnifies, saves harmless, releases and forever discharges the RDEK and its officers, employees, agents and elected officials from and against any and all manner of actions, causes of action, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, of any person in any way arising from, in connection or attributable to the negligence or other fault of the RDEK, its servants, agents and employees in connection with or in consequence of this Agreement. This indemnification provision will survive the cancellation, termination or expiry of this Agreement.
- 4.4 The RDEK hereby indemnifies, saves harmless, releases and forever discharges the Band and its officers, employees agents and elected officials from and against any and all manner of actions, causes of action, debts, suits, losses, liabilities, costs, demands and expenses whatsoever, whether known or unknown, of any person in any way arising from, in connection or attributable to the negligence or other fault of the RDEK, its servants, agents and employees in connection with or in consequence of this Agreement. This indemnification provision will survive the cancellation, termination or expiry of this Agreement.

## **5. TERMINATION**

- 5.1 Should the RDEK fail to perform any covenant or condition required under this Agreement, the Band may, at its option, terminate this Agreement and all services provided. The termination of this Agreement by the Band will not preclude the Band from bringing action against the RDEK during the term of this Agreement and up to the date of such termination.

- 5.2 Should the Band fail to perform any covenant or condition required under this Agreement, the RDEK may, at its option, terminate this Agreement and all services provided. The termination of this Agreement by the RDEK will not preclude the RDEK from bringing action against the Band for money owed by the Band during the term of this Agreement and up to the date of such termination.
- 5.3 The parties hereto agree that either party may terminate this Agreement by giving the other party 30 days written notice of its intention to do so in the manner outlined in Section 6.1.

## **6. NOTICES**

- 6.1 All notices under this Agreement will be given in writing, and will be delivered by pre-paid courier or hand-delivered to the address indicated on the face page of this Agreement, or otherwise transmitted by fax or other means of electronic communication to the usual numbers or addresses of the respective party. Such addresses may be changed from time to time by either party giving notice to the other party.
- 6.2 If any questions arise as to whether any notice was or was not communicated by one party to the other, it will be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is earlier.

## **7. TERM OF AGREEMENT**

- 7.1 The term of this Agreement is June 1, 2020 to May 31, 2024.

## **8. AGREEMENT AMENDMENT**

- 8.1 This Agreement may be amended from time to time upon terms and conditions mutually acceptable to the parties.

## **9. SEVERANCE**

- 9.1 If any portion of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the illegal or invalid portion must be severed and the decision that it is illegal or invalid does not affect the validity of the remainder of this Agreement.

## **10. EXECUTION OF AGREEMENT**

- 10.1 The parties acknowledge and agree that this Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and will have the same force and effect as an original signature. Without limitation, "electronic signature" will include faxed versions of an original signature or electronically scanned and transmitted versions of an original signature.
- 10.2 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **11. INTERPRETATION**

- 11.1 Nothing contained or implied herein will prejudice or affect the rights and powers of the parties in the exercise of their functions under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised in relation to each other and their assets as if this Agreement had not been executed and delivered by the parties to this Agreement.
- 11.2 No waiver of any term or condition of this Agreement or waiver of a breach of any term or condition of this Agreement by any party hereto will be effective unless it is in writing and no waiver or breach even if in writing will be construed as a waiver of any future breach.
- 11.3 Headings are inserted in this Agreement for convenience only and will not be construed as affecting the meaning of this Agreement.
- 11.4 All references to section numbers in this Agreement refer to sections in this Agreement.

