

## FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT dated the \_\_ day of \_\_\_\_\_, 2024.

### BETWEEN:

**THE CORPORATION OF THE DISTRICT OF NORTH COWICHAN** a municipality incorporated pursuant to the laws of the Province of British Columbia, having its offices at 7030 Trans-Canada Highway, Duncan, British Columbia, V9L 6A1

("Municipality")

### AND:

**PENELAKUT TRIBE** as represented by the Penelakut Band Council having an address at P.O. Box 360, Chemainus, British Columbia, V0R 1K0

("Penelakut Tribe")

### WHEREAS:

- A. The lands outlined in bold on the plan attached and marked as Schedule A to this Agreement ("the Lands") are reserve lands within the meaning of the *Indian Act, R.S.C. 1985, c. /-5* (the "Indian Act"), also referred to as the Tsussie Reserve, and are located in the Province of British Columbia and vested in His Majesty the King in right of Canada for the use and benefit of Penelakut Tribe;
- B. Penelakut Tribe is an Indian band within the meaning of section 2 of the *Indian Act*;
- C. The Municipality has the authority to enter into an agreement with Penelakut Tribe to provide local government services within a reserve as defined in the *Indian Act*;
- D. Penelakut Tribe has requested that the Municipality provide Fire Protection Services under the terms and conditions set out in this Agreement;
- E. Penelakut Tribe recognizes a financial responsibility to pay for the Fire Protection Services, as defined in this Agreement and provided by the Municipality to the Serviced Reserve;
- F. The intention of the Municipality and Penelakut Tribe in entering into this Agreement is that the Municipality will provide Fire Protection Services and Emergency Medical Response Services on the Serviced Reserve to the same level as provided within the

Municipality's boundaries, subject to available resources;

- G. The Municipality maintains four on call fire halls within its boundaries, and has facilities and personnel necessary to effect fire protection on adjacent properties outside the boundaries of the Municipality;
- H. The Council of Penelakut Tribe has approved and consented to the terms and conditions of this Agreement; and
- I. The Council of the Municipality has approved and consented to the terms and conditions of this Agreement.

Therefore, in consideration of monies to be paid pursuant to this Agreement by Penelakut Tribe to the Municipality, and the mutual covenants contained herein, the parties agree as follows:

## **1.0 DEFINITIONS**

1.1 In this Agreement, the following meanings apply:

- (a) "Band Buildings" means all buildings, whether occupied or not, located on the Serviced Reserve and not entered on the property tax roll, including all buildings and lands used for band or band member functions and commercial uses accessory thereto, including band administration offices, schools, health centres, community centres, recreational facilities, cemeteries, memorial gardens, sewage treatment facilities and all other buildings and facilities used for governmental, community, religious, social or other charitable purposes;
- (b) "Buildings" means Band Buildings, Commercial Buildings, Residences and any combination of any of the foregoing, whether occupied or not, located on the Serviced Reserve;
- (c) "Commercial Buildings" means any assessed lands and improvements, whether occupied or not, located on the Serviced Reserve and used for trades, businesses, or the sale or rental of goods and services, including retail sales, wholesaling, warehousing, offices, commercial recreational facilities, commercial residential facilities, household and non-household services, vehicle sales and servicing, and light industrial use;
- (d) "Converted Assessments" means the net taxable value of land and improvements multiplied by the percentage prescribed by the *Converted Value Percentages Regulation* (B.C. Reg. 371/2003), as amended;
- (e) "Dwelling Unit" means one or more rooms constituting a unit of living

accommodation used or intended to be used for living and sleeping purposes, and containing a sink and cooking facilities;

- (f) "Emergency Medical Response Services" means those limited emergency medical response services provided from time to time by the Municipality to its own residents, and as amended in scope from time to time by the Municipality;
- (g) "Fire Chief" means the person(s) designated from time to time by the Municipality as a chief of a Municipal fire hall, and includes any person who in the normal course of his or her duty is authorized by the Fire Chief to act on his or her behalf;
- (h) "Fire Inspector" means the person(s) designated by the Fire Chief or Local Authority to conduct fire safety inspections;
- (i) "Fire Protection Services" means firefighting and fire suppression services including, where possible, Emergency Medical Response Services, property protection and overhaul to ensure fires remain extinguished, but specifically does not include inspection or other fire prevention measures contemplated by the *Fire Services Act*, RSBC, 1996 and amendments thereto;
- (j) "Multiple- Family Residence" means an improvement containing three (3) or more Dwelling Units;
- (k) "Residences" means, collectively, Multiple-Family Residences and Single Family and Two-Family Residences;
- (l) "Serviced Reserve" means those lands under the jurisdiction of Penelakut Tribe described and outlined in bold in Schedule A hereto, which must receive Fire Protection Services under this Agreement;
- (m) "Single Family and Two Family-Residence" means an improvement containing up to two (2) Dwelling Units.

## **2.0 APPLICATION**

2.1 This agreement applies only to the Serviced Reserve and the Buildings.

## **3.0 COVENANTS OF THE MUNICIPALITY**

3.1 The Municipality must provide Fire Protection Services to the Serviced Reserve and Buildings in the same manner and to the same standard provided to the Municipality.

- 3.2 The Municipality must ensure that the Serviced Reserve and Buildings are protected by any "mutual aid" agreement that the Municipality enters into with another municipality.
- 3.3 The Municipality must bill Penelakut Tribe for the cost of Fire Protection Services in accordance with the payment provisions of this Agreement.
- 3.4 The Municipality must keep a record of fires within the Serviced Reserve and Buildings for the benefit of both the Municipality and Penelakut Tribe.

#### **4.0 COVENANTS OF PENELAKUT TRIBE**

- 4.1 Penelakut Tribe must supply the Municipality with a list of all Buildings on the Serviced Reserve and their locations.
- 4.2 Penelakut Tribe must, upon request from the Municipality, guide the Fire Chief on an inspection of the Serviced Reserve to confirm the location of all Buildings on the Serviced Reserve.
- 4.3 Penelakut Tribe must be responsible for providing the Municipality with updates of all new developments, including but not limited to roads and Buildings, that have been constructed, erected or placed on the Serviced Reserve during the present month, as soon as practicable following commencement of each new development.
- 4.4 Penelakut Tribe must provide signage on the Serviced Reserve, showing street names or numbers. Penelakut Tribe must provide address numbers for all Band Buildings and must require through policy, bylaw or other means within Penelakut Tribe' authority, that the occupants or owners of Commercial Buildings and Residences provide address numbers for their Commercial Buildings and Residences.
- 4.5 Penelakut Tribe must provide the Municipality with a map of the Serviced Reserve that shows street names and numbers, and street address numbers for Buildings.
- 4.6 Penelakut Tribe must notify the Municipality in writing of:
  - (a) any inspection reports and orders that are issued by Penelakut Tribe, or by any person engaged by Penelakut Tribe to provide such inspections on the Serviced Reserve, or that are in Penelakut Tribe' possession, and provided to the occupants or owners of any Buildings on the Serviced Reserve as they occur; and
  - (b) any malfunctioning fire hydrants, on an immediate basis.

- 4.7 Penelakut Tribe must retain in its administration records:
- (a) copies of plans of all existing Buildings, except where such plans do not exist, or are not in Penelakut Tribe' possession and control;
  - (b) copies of those plans for all proposed Buildings that have been approved by Penelakut Tribe;
  - (c) copies of those plans for all additions to existing Buildings that have been approved by Penelakut Tribe;
  - (d) such copies of plans as Penelakut Tribe may be able to obtain using reasonable commercial efforts, for all proposed Buildings and additions to existing Buildings, that have not been approved by Penelakut Tribe;
  - (e) copies of any inspection reports and orders that are issued by Penelakut Tribe, or by any person engaged by Penelakut Tribe to provide such inspections on the Serviced Reserve, to the occupants or owners of any Buildings;
  - (f) records of all fire hydrant maintenance and service completed by Penelakut Tribe or any person engaged by Penelakut Tribe to provide such maintenance and service, in accordance with section 4.9 of this Agreement; and
  - (g) copies of fire safety and pre-incident plans for all Commercial Buildings and Band Buildings on the Serviced Reserve as required by *British Columbia Fire Code Regulations*.
- 4.8 Penelakut Tribe must, upon request by the Municipality, allow the Fire Chief to inspect records referred to in section 4.7.
- 4.9 Penelakut Tribe must maintain and service all fire hydrants on the Serviced Reserve to those standards required by the Municipality, which shall be the same standards as to which the Municipality maintains and services its fire hydrants. Penelakut Tribe must be responsible for the cost and expense incurred in such maintenance and servicing.
- 4.10 Penelakut Tribe must take such steps within its jurisdiction as are reasonably necessary and possible to ensure that any manufacture, storage, transportation, display and sale of high hazard fireworks, as defined in the *Canada Explosives Act* and Regulations. that take place on the Serviced Reserve must conform to the *Canada Explosives Act* and Regulations, as amended from time to time, and to all applicable provincial enactments and regulations now in force or in force hereafter.
- 4.11 Penelakut Tribe must provide the Fire Chief with a copy of the fire safety plan referred to in section 4.7(g) for all Commercial Buildings and Band Buildings.

## 5.0 STANDARD OF FIRE PROTECTION SERVICES

- 5.1 Fire Protection Services must be provided within the Serviced Reserve on a 24-hour basis from the Municipality's firehall(s), utilizing available apparatus, equipment and staff provided by the Municipality. The number of staff and type of adequate Fire Protection Services are to be dispatched at the discretion of the Fire Chief, and such manpower, equipment and apparatus may vary depending upon the circumstances and type of any emergency. If a Municipal fire hall is responding to an emergency call within the Serviced Reserve, and another emergency arises which requires the resources of the said fire hall, it must be at the discretion of the Fire Chief as to redeployment of manpower, equipment and apparatus to meet the needs of each emergency. The Municipality must not be held liable in any manner whatsoever for decisions of the Fire Chief with respect to this section.
- 5.2 Penelakut Tribe acknowledges and agrees that this Agreement does not require the Municipality to, and the Municipality must not, ensure compliance with the *National Building Code, the Fire Services Act*, RSBC 1996 and any amendments and regulations thereto, or with any other applicable legislation or regulation pertaining to fire safety or protection on the Reserve.
- 5.2.1 This Agreement enables Penelakut Tribe to request other specialized service at the discretion of the Fire Chief. Penelakut Tribe must pay the Municipality for the actual cost of this service as outlined and itemized in an invoice from the Municipality to Penelakut Tribe based on costs outlined in Section 6.5 of this Agreement.
- 5.3 Municipal fire halls may not respond to Commercial Buildings where access routes do not provide:
- (a) a clear width of 6 metres;
  - (b) overhead clearances and center line radius of not less than 12 metres;
  - (c) change of gradient of not more than 1 in 12.5 over a minimum distance of 15 metres;
  - (d) sufficient access road, and road loads to support firefighting equipment, including access road culverts and bridges;
  - (e) turn around facilities for any dead-end portion of access routes more than 90 metres long
- 5.4 Neither the Municipality, nor any of its fire halls, nor any of its Fire Protection Services personnel must incur any liability for damage to the Serviced Reserve, property thereon or Buildings, arising from actions taken to suppress or reduce the spread of fire.

- 5.5 Despite any provision herein to the contrary, the Municipality must provide Fire Protection Services to Penelakut Tribe to the same standard and level of quality as such services are ordinarily provided by the Municipality to residents within the Municipality of North Cowichan.
- 5.6 In those portions of the Serviced Reserve where there are no fire hydrants, or where there is inadequate water supply from fire hydrants, the source of water must be from a tender truck provided by the Municipality.
- 5.7 A Fire Chief may from time to time recommend to Penelakut Tribe the establishment of burning bans on the Reserve.
- 5.8 This Agreement must not be construed so as to create any greater standard of care or liability on the part of the Municipality in respect of supplying Fire Protection Services or Emergency Medical Response Services hereunder to Penelakut Tribe, than that which applies to the supply of such services ordinarily provided by the Municipality to residents within the Municipality of North Cowichan.

**6.0 PAYMENT**

6.1 In consideration for the Municipality providing Fire Protection Services to Penelakut Tribe, Penelakut Tribe covenants and agrees to pay to the Municipality annual fees calculated as set out in the following sections.

6.2 (a) For each Commercial Building, if any, Penelakut Tribe must pay:

April 1, 2024	March 31, 2025	\$243.79	Per Band building per year
April 1, 2025	March 31, 2026	\$248.67	Per Band building per year
April 1, 2026	March 31, 2027	\$253.64	Per Band building per year
April 1, 2027	March 31, 2028	\$258.71	Per Band building per year
April 1, 2028	March 31, 2029	\$ _____	Per Band building per year

on or before January 15<sup>th</sup> of each year during the term of this Agreement, the address location of each Commercial Building must be identified and verified by Penelakut Tribe and provided to the Municipality.

(b) For Band Buildings, Penelakut Tribe must pay as follows:

April 1, 2024	March 31, 2025	\$243.79	Per Band building per year
April 1, 2025	March 31, 2026	\$248.67	Per Band building per year
April 1, 2026	March 31, 2027	\$253.64	Per Band building per year
April 1, 2027	March 31, 2028	\$258.71	Per Band building per year
April 1, 2028	March 31, 2029	\$ _____	Per Band building per year



and on or before January 15th of each year during the term of this Agreement, the address location of each Band Building must be identified and verified by Penelakut Tribe and provided to the Municipality.

6.3 For each Residence, Penelakut Tribe must pay as follows:

April 1, 2024	March 31, 2025	\$12.79	per month per building	\$153.52	per home per year
April 1, 2025	March 31, 2026	\$13.05	per month per building	\$156.59	per home per year
April 1, 2026	March 31, 2027	\$13.31	per month per building	\$159.72	per home per year
April 1, 2027	March 31, 2028	\$13.58	per month per building	\$162.91	per home per year
April 2, 2028	March 31, 2029	\$	per month per building	\$	per home per year

and on or before January 15th of each year during the term of this Agreement, the address location of each Residence must be identified and verified by Penelakut Tribe and provided to the Municipality.

6.4 The Municipality must provide a quarterly invoice to Penelakut Tribe for Fire Protection Services which must include amounts calculated in relation to Sections 6.2 and 6.3 of this Agreement. Penelakut Tribe must pay said invoices no later than 30 days after date of invoice during the term of this Agreement.

6.5 Penelakut Tribe must pay the Municipality for the actual cost of providing specialized services requested by Penelakut Tribe.

**7.0 INDEMNITY**

7.1 Penelakut Tribe must indemnify and hold harmless the District from any loss, damage, expense or cost suffered or incurred, directly or indirectly, by the Municipality, as a consequence of any fire at, or in Buildings or other improvements on the Serviced Reserve, to the extent caused by failure of such Buildings or other improvements to meet fire codes, fire safety regulations and electrical regulations applicable elsewhere in the Municipality, OR caused by the failure of Penelakut Tribe or its administration to meet any of Penelakut Tribe' obligations under this Agreement, including but not limited to failure to provide the Municipality with reasonable and sufficient access to the Serviced Reserve to deliver Fire Protection Services, OR by the failure of Penelakut Tribe to fulfill any of its obligations under Section 4 of this Agreement.

7.2 The Municipality must maintain all risk insurance on its major fire equipment, and must ensure that its liability coverage extends to its activities on the Serviced Reserve. All costs for such insurance including any deductible amounts payable must form part of the Fire Protection Services operating costs.



7.3 The parties covenant and agree with each other as follows:

- (a) Penelakut Tribe must, subject to section 13.1 (force majeure) below, indemnify and save harmless the Municipality (and any related officer, official, employee, volunteer or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by Penelakut Tribe of any of its obligations under this Agreement. This covenant of indemnity must survive the expiration or termination of this Agreement; and
- (b) the Municipality must, subject to paragraph 13.1 (force majeure) below, indemnify and save harmless Penelakut Tribe (and any related officer, official, employee, volunteer or agent thereof) from and against any and all losses, damages, costs, liabilities, suits, claims or expenses arising out of any breach by the Municipality of any of its obligations under this Agreement. This covenant of indemnity must survive the expiration or termination of this Agreement.

## **8.0 COMMENCEMENT AND TERM OF AGREEMENT**

- 8.1 This Agreement commences on the 1<sup>st</sup> day of April, 2024 and must remain in effect for a term of five (5) years from the said commencement date.
- 8.2 This Agreement may, by written consent of both parties, be renewed for further five (5) year renewal term(s) on the same terms and conditions, with amendments made to the annual fees set out in section 6 [payment].
- 8.3 The parties agree to begin meeting at least four (4) months before the end of the Term, to discuss agreement renewal, or to negotiate in good faith using their best efforts the terms and conditions of a new Fire Protection Services Agreement. The parties further agree that should they be unable to reach agreement on such terms and conditions before the end of the Term, and if they mutually agree to do so, they may pursue the Dispute Resolution provisions set out in Section 12 of this Agreement, but excluding paragraph 12.4, to assist their efforts up to and including the date of expiry of this Agreement. The parties agree that in no circumstances may an extension or renewal of this Agreement be imposed by any person.

## **9.0 DEFAULT, DISCONTINUANCE AND TERMINATION**

- 9.1 Either party may, in any year, terminate this Agreement by providing the other with written notice of termination prior to December 31<sup>st</sup>, and termination must take effect on March 31<sup>st</sup> of the following year.
- 9.2 If there is a breach of any term of this Agreement by either party, the other may, at its option, notify the party in breach and give the party responsible for the breach such time as is reasonable in view of the nature of the breach to remedy the breach. If the

breach continues after the period of time provided to remedy the breach, and the matter has not been referred to dispute resolution under terms of this Agreement, or if the matter has been referred to and resolved by dispute resolution and the breach continues thereafter, the party not in breach may, at its option, terminate this Agreement. Either party may terminate this Agreement on six month's written notice if the other party fails to fulfill its material obligations hereunder. The parties acknowledge and agree that this Agreement must automatically terminate if Penelakut Tribe signs a Treaty with the Federal Crown and/or the Province of British Columbia, and the Reserve is no longer reserve lands under the *Indian Act*.

9.3 Should either Party terminate this Agreement under Section 9.1, after any prepayment made by Penelakut Tribe pursuant to Article 6.0, then and in that event, the Municipality must within sixty (60) days, rebate to Penelakut Tribe that portion of the prepayment for Fire Protection Services received by the Municipality for the balance of the calendar year following the date of such termination.

9.4 If conditions exist on the Serviced Reserve which, in the sole opinion of the Fire Chief, are hazardous to the delivery or maintenance of Fire Protection Services on the Serviced Reserve, the Municipality may notify Penelakut Tribe and give such time as is reasonable in view of the nature of the hazard, to remedy the hazard. If the hazard continues after the period of time provided to remedy it, the Municipality may discontinue providing Fire Protection Services until such time as the hazard has been removed to the satisfaction of the Municipality.

## **10.0 AMENDMENT**

10.1 This Agreement must be amended by the parties hereto by mutual consent in writing and in the same manner and form as this Agreement.

## **11.0 NOTICE**

11.1 All notices, requests, demands and other communications required or permitted to be given or provided under this Agreement must be in writing and delivered by hand, facsimile transmission, e-mail or prepaid registered mail (return receipt requested), to the party to which it is to be given as follows:

(a) To the Municipality:

Fire Chief  
Municipality of North Cowichan  
7030 Trans-Canada Highway, Duncan, BC V9L 6A1

Attention: Ron French, Fire Chief  
Fax No: 250.746.3133  
Email: [ron.french@northcowichan.ca](mailto:ron.french@northcowichan.ca); cc - [agreements@northcowichan.ca](mailto:agreements@northcowichan.ca)

(b) To Penelakut Tribe:

Penelakut Tribe  
11330 Clam Bay Rd. N.,  
Penelakut Island, BC,  
V0R 5K0

Attention: Josh James  
Email: [josh.james@penelakut.ca](mailto:josh.james@penelakut.ca)

or at such other address as the party to whom notice is sent may specify by notice given in accordance with provisions of this section. Any such notice, request, demand or other communication given as aforesaid must be deemed to have been given, in the case of delivery by hand, when delivered, in the case of facsimile transmission or e-mail, when a legible facsimile or e-mail is received by the recipient if received before 5:00 p.m. on a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia or Canada (a "business day"), or on the next business day if such facsimile or e-mail is received on a day which is not a business day or after 5:00p.m. on a business day, and in the case of delivery by prepaid registered mail, as aforesaid, on the date received. In the event of discontinuance of postal service due to strike, lockout, labour disturbance or otherwise, notice, demands, requests and other communications must be delivered by hand or facsimile transmission or e-mail.

## **12.0 DISPUTE RESOLUTION**

- 12.1 The parties agree that during the term of this Agreement and in the performance of each of their responsibilities under this Agreement, each of them must:
- (a) make bona fide efforts to resolve any disputes arising between them by amicable negotiations; and
  - (b) provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate those negotiations.
- 12.2 The parties further agree to use their best efforts to conduct any dispute resolution procedure under this Agreement as efficiently and cost effectively as possible.
- 12.3 The parties agree to attempt to resolve all disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or from it, by mediated negotiation with the assistance of a neutral person mutually agreed upon, or should the parties be unable to agree upon such person within 30 days of either party serving notice of its intention to proceed to mediation, a neutral person appointed by the British Columbia International Commercial Arbitration Centre administered under its Mediation Rules.

- 12.4 If a dispute cannot be settled within thirty (30) days after a mediator has been appointed, or such lesser or longer period otherwise agreed to in writing by the parties, then, on application by either party, the dispute may be referred to a court of competent jurisdiction, or a single arbitrator under the *Commercial Arbitration Act*, R.S.B.C. 1996, C. 55. Any decision of the court, or arbitrator, is final and binding on the parties. In the absence of any written agreement otherwise, the court registry to be used, or the place of arbitration must be Victoria, British Columbia.
- 12.5 Except where otherwise specified in this Agreement, any and all disputes between or among the parties to this Agreement arising under, out of or in any way relating to this Agreement must be determined under this Article 12.0.
- 12.6 Subject to any ruling or recommendation to the contrary by an Arbitrator or Mediator respectively, the parties agree the costs of any mediation or arbitration must be shared equally between them. Costs in this context must not include any costs incurred by a party in preparation for, attending upon, or settling a matter through mediation or arbitration.

### **13.0 GENERAL**

- 13.1 No party must be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control including acts of God, fire, flood, explosion, strikes, lockouts or other industrial disturbances, civil disobedience, riots, or other acts of external interference or disturbance, laws, rules and regulations or orders of any duly constituted governmental authority (excluding the Municipality and Penelakut Tribe) or non-availability of materials or transportation, each of which must be a force majeure event.
- 13.2 Nothing contained or implied in this Agreement must prejudice or affect the rights and powers of the Municipality, Penelakut Tribe, or their Councils in the exercise of their functions under any public or private statute, bylaw, order and regulation, 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.
- 13.3 Nothing in this Agreement or in the parties' dealings with each other is intended to be interpreted or construed as creating an agency relationship, joint venture or partnership of any kind between the parties, or as imposing on any of the parties any partnership duty, obligation or liability to any other party, or to any other person.
- 13.4 Each of the parties covenants and agrees to execute such further and other documents and instruments, and to do such further and other things as they are authorized to do and as may be necessary to implement and carry out the intent of this Agreement.

- 13.5 If any part of this Agreement is declared or held invalid for any reason, the invalidity of that part must not affect the validity of the remainder, which must continue in full force and effect, and be construed as if this Agreement had been executed without the invalid part. In the event that a part of this Agreement is declared or held invalid, the parties agree to use their best efforts to reach agreement on terms which substantially achieve the intent of the invalid part and which must be enforceable.
- 13.6 Time is of the essence of this Agreement.
- 13.7 Headings are inserted in this Agreement for convenience only and must not be construed as affecting the meaning of this Agreement.
- 13.8 No waiver of any term or condition of this Agreement or of a breach of any term or condition of this Agreement by any party hereto is effective unless it is in writing, and no waiver of a breach even if in writing must be construed as a waiver of any future breach.
- 13.9 This Agreement constitutes the entire Agreement between the parties and there are no other terms, conditions, representations or warranties in this Agreement express or implied, statutory or otherwise, except for those expressly set forth herein.
- 13.10 Whenever the singular or masculine is used herein, the same must be construed as meaning the plural or feminine or body politic or corporate where the context of the parties hereto so requires.
- 13.11 The word "including", when following any statement, must be construed broadly, to refer to all other things that could reasonably fall within the scope of such statement, whether or not non-limiting language (such as "without limitation" or "without limiting the generality of the foregoing") is referenced.



13.12 This Agreement must endure to the benefit of and be binding upon the parties hereto and their permitted successors and assigns.

The parties, by their authorized signatories, have executed this Agreement as of the date(s) below:

**PENELAKUT TRIBE:**

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

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

\_\_\_\_\_  
Date

**THE CORPORATION OF THE  
DISTRICT OF NORTH COWICHAN:**

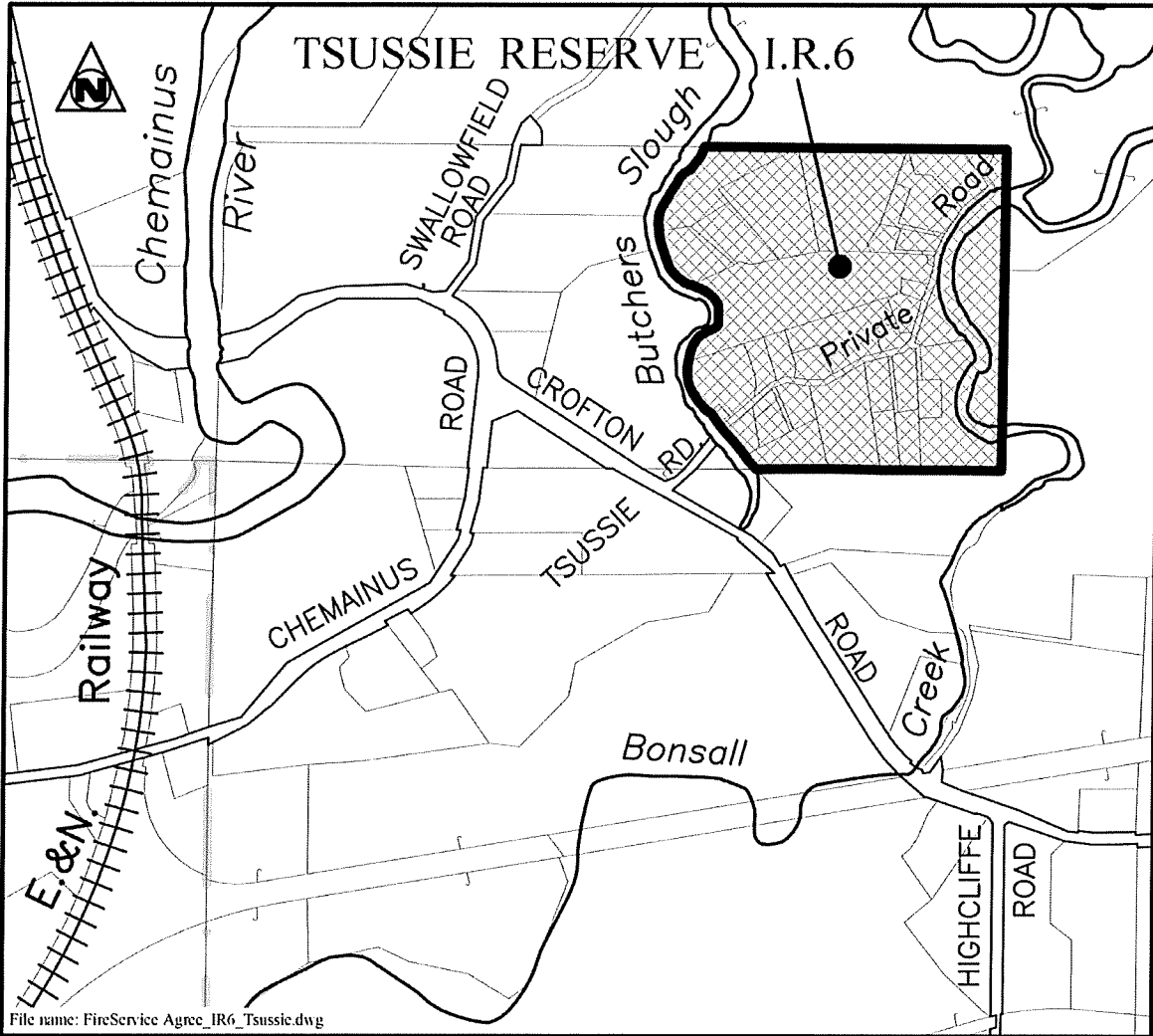
\_\_\_\_\_  
Mayor

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

\_\_\_\_\_  
Date



SCHEDULE A  
THE LANDS



LEGEND:  The "Lands".