



Recreation Sites
and Trails BC

Administrative Use Only:

Agreement # PA(CY)DR#-XX	PA16HQ-03
District	HQ
ORCs file#	16660-27
Expiration Date	March 31, 2021

RECREATION SITES AND TRAILS BC PARTNERSHIP AGREEMENT

THIS AGREEMENT, dated for reference this **19th** day of **May, 2016**, is

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister responsible for the *Forest and Range Practices Act*
at the following address:

Sea to Sky Office, 101-42000 Loggers Lane, British Columbia, Canada V8 0H3
daniel.scott@gov.bc.ca

the “Province”

AND:

Grand Forks Community Trails Society

9125 North Fork Road, PO Box 2921, Grand Forks, British Columbia, V0H 1H0
chris.moslin@gmail.com

the “Agreement Holder”

both of whom are sometimes referred to as “the Parties” and each of whom is a “Party” to this Agreement.

Whereas the Province owns the land subject to this Agreement and wishes to have the land managed and maintained for the purpose of recreational and/or conservation activities;

And Whereas the Province wishes to encourage groups and individuals having an interest in undertaking the management and maintenance required to provide conditions which are conducive to enhancing public recreational and/or conservation activities in the Agreement Area;

And Whereas the Agreement Holder confirms that it has the skills necessary to ensure the requirements of this Agreement can be performed in the Agreement Area in a diligent and timely manner and fully adopts the related recreation and/or conservation objectives set for the Agreement Area by the Province and contained within this Agreement and confirms that those objectives are consistent with those of the Agreement Holder;

Therefore, in consideration of the mutual exchange of benefits resulting from this Agreement, the Province and the Agreement Holder agree as follows:

ARTICLE I - SERVICES AGREEMENT

- 1.01 The Province engages the Agreement Holder to provide management and maintenance services as set out in Schedule B to this Agreement (the "Services") in the Agreement Area. The Agreement Holder will provide all Services without financial remuneration from the Province.
- 1.02 The Agreement Holder will perform the Services to the best of its ability in workman like manner using qualified personnel and will provide all labour and related coordination and supervision and subject to 1.09, all tools, equipment, materials and supplies required to do the work in accordance with the requirements of this Agreement and the operational requirements laid out in the Schedules, as listed in Article 12.01.
- 1.03 The Agreement Area is the land outlined on the map in bold black line and/or described in Schedule A and all structures and other addresses/specified locations listed in Schedule A, except land and structures that are excluded in notations made on the maps and Schedule A.
- 1.04 The Province authorizes the Agreement Holder to enter the Agreement Area for the purposes of this Agreement but nothing in this Agreement grants to the Agreement Holder the exclusive use and occupancy of the Agreement Area. Existing conditions and land uses of Province lands within or in the vicinity of the Agreement Area are subject to change including the status of roads, visual landscape conditions and the location and status of existing and new resource tenures.
- 1.05 Nothing in the Agreement constitutes the Agreement Holder as the agent, joint venturer, or partner of the Province or conveys any authority or power for the Agreement Holder to bind the Province in any way.

- 1.06 Nothing in the Agreement inhibits the Province from conducting its mandate on the Agreement Area, including the right to reserve for its own purpose and to grant dispositions of the land within the Agreement Area, or any part of it. The Agreement Holder may be afforded an opportunity to comment on management issues.
- 1.07 The obligations of the Agreement Holder under this Agreement are subject to other rights of use and occupation granted by the Province, and the Agreement Holder must not interfere with the exercise of those rights by any other person.
- 1.08 The Agreement Holder shall not, assign, transfer or subcontract its obligations under this Agreement without the prior written consent of the Province. This does not limit the Agreement Holder's right to perform services under this Agreement using their employees or registered volunteers.
- 1.09 The Province is under no obligation to provide management assistance, support services, patrols, or conduct inspections during the term of this Agreement. At its sole discretion, the Province may contribute certain raw materials, supplies, access to tools, or reimburse the Agreement Holder for incidental expenses but is under no obligation to do so at any time under this Agreement.
- 1.10 Nothing in this Agreement constitutes a grant of any right to use the Agreement Area for any purpose other than as set out in the Schedules.

ARTICLE II—DURATION AND MODIFICATION

- 2.01 The duration of this Agreement is for a term of **5 years** years commencing on **March 31st, 2016** and ending on **March 31st, 2021** inclusive.
- 2.02 The Agreement may not be modified except by a subsequent agreement in writing between the Parties.
- 2.03 Nothing in this Agreement will be considered to have been waived by the Province unless such a waiver is in writing.
- 2.04 Either Party may cancel this Agreement by giving 60 days prior written notice to the other Party. Upon receiving cancellation notice, the party receiving the cancellation notice will have the opportunity to be heard by the party serving the cancellation notice and the Parties will use their best efforts to conclude the opportunity to be heard within the 60 day period.
- 2.05 Subject to 2.03, not later than 6 months prior to the expiry date of the Agreement, the Province will make a written offer to the Agreement Holder setting out the conditions upon which the Province may renew this Agreement.
- 2.06 The Agreement Holder shall have a period of 3 months from receipt of the renewal offer to accept in writing, the renewal offer on the terms and conditions contained in such offer, provided the Agreement Holder is in compliance with the terms and conditions of this agreement at that time.

- 2.07 Notwithstanding anything to the contrary in this Agreement, the Province, in its sole discretion, may elect to not make a renewal offer to the Agreement Holder.

ARTICLE III—REPRESENTATION OF THE AGREEMENT HOLDER

- 3.01 The Agreement Holder warrants and represents to the Province that:

- (a) it has the legal capacity to enter into the Agreement and to carry out its obligations under this Agreement, all of which have been duly and validly authorized by all necessary corporate proceedings, if required;
- (b) to the best of its knowledge, it is not in breach of any statute, regulation or by-law applicable to it or its operations;
- (c) it will not be in breach of any legal restriction by entering into this Agreement and performing the services required under it; and
- (d) to the best of its knowledge, it holds all permits, licences, consents and authorities issued by any federal, provincial, regional or municipal government or an agency of any of them, that are necessary in connection with the Services.

- 3.02 The Agreement Holder acknowledges and agrees that:

- (a) it has inspected the Agreement Area, including Provincial improvements;
- (b) access to the Agreement Area is not guaranteed by the Province; and
- (c) it will comply with all applicable municipal, provincial and federal legislation and regulations. Nothing in this Agreement, and no inspection performed by the Province in relation to this Agreement, constitutes an inspection for the purposes of any such enactment.
- (d) it is solely responsible for any applicable employee labour costs including statutory contributions.
- (e) when the Agreement Holder hires a worker, or contracts with an employer, the Agreement Holder shall observe and enforce all safety measures required by the Workers Compensation Act of British Columbia, attendant regulations, and all applicable statutes.
- (f) in the event that the Province creates a multiple employer workplace as defined in the Workers Compensation Act Section 118 (1) through contracting employers for its purposes in the Agreement Holder's area, the Province shall be Prime Contractor (or designate a Prime Contractor) for that workplace. The Province shall inform the Agreement Holder in writing of the project scope and duration during which time Province (or designate) shall be Prime Contractor for the workplace.

The Agreement Holder accepts the role of Prime Contractor if it employs workers and/or engages contractors creating a multiple

employer workplace under the Workers Compensation Act, and must fulfil the obligations required of a prime contractor under the Worker's Compensation Act, Section 118 and the Occupational Health and Safety Regulation.

The Agreement holder may relinquish its role as Prime Contractor provided that it be done in writing as per the Workers Compensation Act Section 118 (1)(a) and copy is forwarded to the Province.

ARTICLE IV—INDEMNITY AND WAIVER

4.01 The Agreement Holder will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer or be put to arising:

- (a) directly from the on-site performance of the Services during the Term of this Agreement by the Agreement Holder, its employees, members, volunteers, and subcontractors,
- (b) from breach of the obligations of this Agreement by the Agreement Holder, or
- (c) the wilful misconduct, gross negligence or the bad faith actions of the Agreement Holder, its employees, members, volunteers and subcontractors,

except to the extent that any such loss or claim is caused or contributed to by the negligence of the Province.

4.02 The Province hereby releases and waives its rights of recourse against the Agreement Holder for all losses, claims, damages, actions, costs and expenses that the Province may sustain, incur, suffer or be put to at any time, either during or following this Agreement :

- (a) for amounts exceeding the amount of collectable insurance available to the Agreement Holder with respect to indemnified matters covered by 4.01(a) above; or
- (b) respecting damage to the property in the Agreement Area owned by the Province directly caused by the Agreement Holder, its employees, members, volunteers and subcontractors in the performance of the Services

unless any such loss, claim, damage, action, costs or expenses are caused or contributed to by the gross negligence, bad faith actions or wilful misconduct of the Agreement Holder, its employees, members, volunteers and subcontractors, or if the Agreement Holder was in breach of its obligations under this Agreement, including breach of section 4.03, or was caused by any activity by the Agreement Holder outside the scope of this Agreement.

4.03 The Agreement Holder will exercise due diligence and all reasonable care to prevent damage to, or loss of any property in the Agreement Area. On the occurrence of

damage or loss to property, the Agreement Holder will immediately take appropriate action to mitigate or prevent further damage or loss and immediately notify the Province so the Province can provide direction as to remedial measures to be undertaken. The Agreement Holder will comply with any directions given by the Province under this paragraph 4.03 in a timely manner.

ARTICLE V—INSURANCE

- 5.01 The Agreement Holder and the Province will comply with the insurance requirements set out in Schedule C.

ARTICLE VI—RECORDS MANAGEMENT & INSPECTION

- 6.01 The Agreement Holder is responsible for the safety of its registered volunteers at all times. The Agreement Holder must keep records of its registered volunteers and volunteer activities as set out in Schedule B, including proof of certification and training required to perform activities where applicable. Records must be kept for 7 years following the termination of this Agreement.
- 6.02 The Province may conduct inspections or audits during the term of this Agreement pertaining to the Agreement Holder's performance or obligations under this Agreement. The Province will advise the Agreement Holder in writing or verbally followed up in writing of any conditions requiring correction to meet the terms and conditions of this Agreement, and include a reasonable time period to comply.
- 6.03 The Agreement Holder will comply with requirements of the Province under this section in a timely manner.

ARTICLE VII—DISPOSITION OF IMPROVEMENTS

- 7.01 All structures other than the Agreement Holder's structures listed in Schedule G, subject to paragraph 7.03, be and remain vested in the Province absolutely.
- 7.02 On the termination of this Agreement, the Agreement Holder may within one year of the date of such termination, remove any or all of the Agreement Holder's structures and must do so if required in writing by the Province, and leave the Agreement Area in a safe and clean condition to the satisfaction of the Province, and the Agreement Holder is authorized to enter and cross Crown land in order to have reasonable access to the Agreement Area for the sole purpose of such removal.
- 7.03 All structures not removed by the Agreement Holder pursuant to paragraph 7.02 within one year of termination of the Agreement, become the property of the Province and the Agreement Holder releases the Province from any claims of ownership with respect to the property.
- 7.04 Subject to the operational requirements set out in the Schedules, the Agreement Holder acknowledges that all improvements on Provincial land are for general public usage and not for the exclusive use of the Agreement Holder.

ARTICLE VIII—MISCELLANEOUS TERMS AND CONDITIONS

- 8.01 Any notice or document required to be given under this Agreement shall be conclusively deemed to be validly given or delivered to and received by the Parties:
- (a) if hand delivered, including by bonded courier, to a Party at the address specified in this Agreement, as amended from time to time, on the date of that personal delivery; or
 - (b) if mailed, on the third business day after the mailing of the same by prepaid post to the addresses specified in this Agreement, as amended from time to time; or
 - (c) if sent by facsimile transmission, when transmitted, only if transmitted to the facsimile machine numbers specified in this Agreement, as amended from time to time. The onus of proving transmission and valid delivery lies with the transmitting Party, by copy of a facsimile transmission confirmation to the appropriate fax number.
 - (d) if sent by email as of the time of verified reception to an email address specified in this Agreement, as amended from time to time. The onus of proving reception lies with the mailing Party, by copy of an email confirmation to the appropriate email address.
- 8.02 The documents to be submitted by the Agreement Holder to the Province are set out in *Schedule E, Annual Reporting* attached to this Agreement, become the property of the Province, and as such, may be subject to the disclosure provisions of the *Freedom of Information and Protection of Privacy Act*.
- 8.03 If this Agreement is with a Band (or First Nation), the Agreement Holder is advised that nothing in this Agreement addresses aboriginal rights or aboriginal title, limits the positions that the parties may take in treaty negotiations or litigation pertaining to aboriginal rights or title, nor affects the legal relationship between the Government of British Columbia and the Agreement Holder other than with respect to the matters that are the subject of this Agreement.

ARTICLE IX—FEES

- 9.01 If the Agreement Holder is entitled to collect User Fees on its own behalf under this Agreement, the Agreement Holder will comply with the User Fee Schedule attached as Schedule D to this Agreement.
- 9.02 Upon reasonable notice and at reasonable times, the Province may inspect and take copies of and cause an audit to be undertaken of the books and records of the Agreement Holder as they pertain to total fee revenue collected under this Agreement.
- 9.03 All books and records referred to in 9.02 are to be retained by the Agreement Holder for a period of 7 years from the end of the calendar year to which they pertain.

ARTICLE X—INTERPRETATION

- 10.01 In this Agreement, unless the Agreement otherwise requires, the singular includes the plural and the masculine includes the feminine, corporation and body politic.

- 10.02 The captions and headings contained in the Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of the Agreement.
- 10.03 In this Agreement, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the Agreement otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.
- 10.04 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and the remaining parts will be enforceable to the fullest extent permitted by law.
- 10.05 Those parts which survive the termination or expiration of this Agreement are Articles I (1.05 only), IV, VII and IX (9.02 and 9.03 only).

ARTICLE XI—DESIGNATED CONTACT

- 11.01 Each Party will nominate a primary contact as set out in the Schedules for communicating all matters dealing with this Agreement.

ARTICLE XII—SCHEDULES

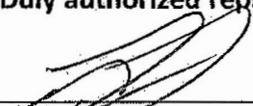
- 12.01 The Schedules to this Agreement form part of this Agreement. In the event of a conflict between the main body of this Agreement and a Schedule, the main body of this Agreement shall prevail. This Agreement includes the following Schedules:

Schedule	Title
A	Agreement Area
B	Services & Special Provisions
C	Insurance
D	User Fees
E	Annual Reporting
F	Operational Standards
G	Province and Agreement Holder Structures
H	Operating Plan
Appendices	I – Stewardship Agreement Engagement Summary
	II – Annual Operating Plan Template
	III – Subcontracting, Society Capacity & Use Designation

This Agreement may be executed by the Parties on separate copies of the Agreement which becomes complete and binding upon the latter of the two executions.


IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the day and year last written below.

Signed and Delivered on behalf of the Province by a duly authorized representative of the Province.

Tennessee Trent
Duly authorized representative name

Signature

Trails Manager
Title
June 14th, 2016
Date

Signed and Delivered on behalf of the Agreement Holder by a duly authorized representative of the Agreement Holder.

Chris Moslin
Duly authorized representative name

Signature

President GFCTS
Title
June 14, 2016
Date



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Schedule A

Agreement Area

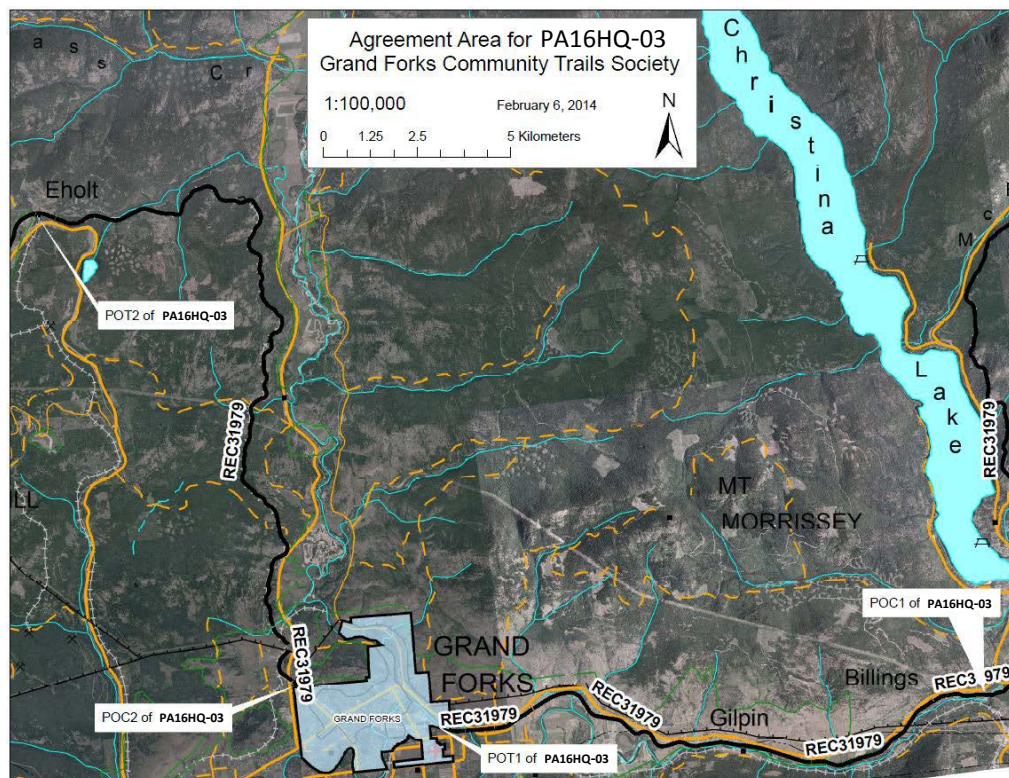
Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA16HQ-03**.

Recreation Project No.(s) included in this Agreement: REC31979

Agreement Area Description:

The Agreement Area is described below and outlined on maps included in the Schedule.

The agreement area includes all of the Columbia and Western Rail Trail between the West end of the Cascade Trestle (kilometre 91.7 in "Cycling the Kettle Valley Railway – third edition, Dan and Sandra Langford) westward to the Eastern intersection with the Municipality of Grand Forks boundary (107.4 km in Cycling the Kettle Valley Railway). The agreement also covers from the North western intersection of the Columbia and Western Rail Trail and the Grand Forks Municipal boundary (111.5 km in Cycling the Kettle Valley Railway) Northward then Westward to Eholt station (133.7 km in Cycling the Kettle Valley Railway). This agreement covers a total of 37.9 kilometers of the Columbia and Western Rail Trail.



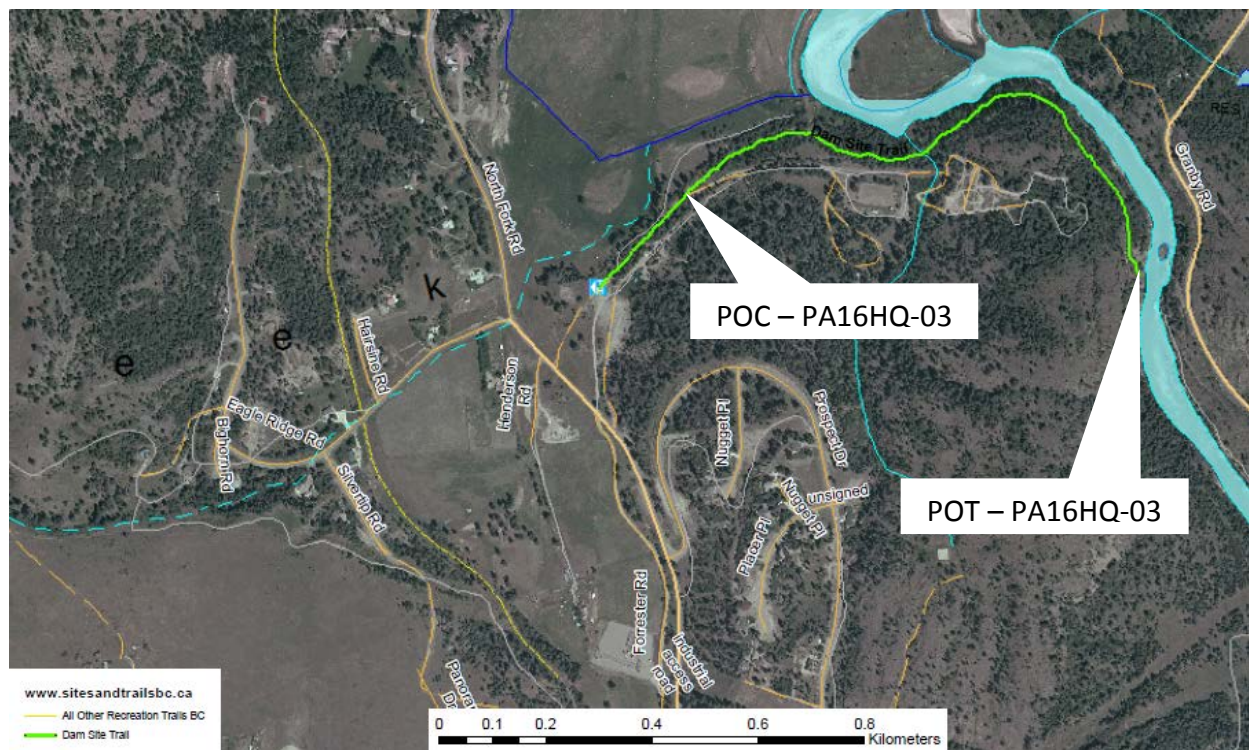


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Schedule B

Services & Special Provisions

This agreement also includes the Dam Site Trail (REC205125) which begins just off of North Fork Road (49.053346, -118.473922) and follows along the north side of a road corridor to the trail's termination on the western bank of the Granby River. It excludes the first 200 metres which is a shared road.



Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA16HQ-03**.

1. Purpose & Operating Season

This Agreement is issued to the Agreement Holder for *maintenance, management and stewardship of the Columbia and Western Rail Trail inside the agreement area.*

The Operating Season for this Agreement is year round.

2. Agreement Holder Designated Representative

The Agreement Holder designates the following representative to be responsible for liaising between the Province and the Agreement Holder:

Name: Chris Moslin
 Address: 9125 North Fork Road, Grand Forks, BC, V0H 1H2
 Telephone: 250-442-2620
 Email: chris.moslin@gmail.com

3. Province Designated Representative(s):

The Province designates the following representative to be responsible for liaising between the Province and the Agreement Holder:

Name: Daniel Scott
 Title: Provincial Trail Specialist
 Address: 101-42000 Loggers Lane, Squamish, BC, V8B 0H3
 Telephone: 604-898-2145
 Email: daniel.scott@gov.bc.ca

4. Services

In accordance with this Agreement, and as more specifically set out in schedules attached to this Agreement, the Agreement Holder agrees to perform the Services set out below in the Agreement Area. The Agreement Holder must obtain the written approval of the Province (which approval will not be unreasonably withheld) for any modifications to the Services or to the current approved Annual Operating Plan.

Ecological restoration, research and conservation projects

- Use hand tools to remove invasive plants and conduct restoration projects.
- Observe, measure and record ecological information.
- Use hand tools to plant trees and shrubs in approved locations.
- Use of power tools for approved construction related to research/monitoring (e.g. install fencing, build observation platform);
- Collect and remove garbage by hand.

Trail & Facility Work

- Install approved signage and trail markers.
- Use hand tools to maintain, construct and restore trails, facilities and/or campgrounds (e.g. rake, shovel, hammer, etc.).

- Use power tools to maintain, construct and restore trails facilities and / or campgrounds;
- Fall trees;
- Use machinery to construct, maintain or restore trails, facilities and/or campgrounds.
- Groom trails and set tracks-
- Travel using motorized and non-motorized means to monitor, **plan, construct, restore** and maintain trails and to transport materials.
- Plough access roads to trails, facilities and/or campgrounds.
- Observe and take photographs to report back to staff on trail, facility, general conditions.

Public Services/Outreach

- Deliver educational workshops and seminars, which may include guided walks or interpretive tours.
- Monitor visitor use (counting visitors and recording their activities).
- Public outreach including providing general information to visitors.
- Host non-competitive public events in parks and recreation facilities.
- Operation of public information centre (e.g. Visitor's Centre, Heritage Centre)
- Record photographs and/or videos
- Campground hosting.
- Chop and haul firewood.
- Park and recreation facility Condition Reporting
- Monitor snow depth and conditions;
- Observe and take photographs to report back to staff on trail, facility, general conditions.

5. Record Keeping

The Agreement Holder will keep accurate records of all of its personnel (employees and volunteers) including name, address, date of birth, qualifications, the dates the person started and stopped performing work for the Agreement Holder and, as a condition of insurance, keep records of the specific dates that each individual performed Services under this Agreement.

A formalized volunteer agreement is recommended between the Agreement Holder and any individual volunteers that are not employees or members of the Agreement Holder organization. The agreement should set out the roles and responsibilities of each party, describe the approved activities, and record the training, certification or training requirements of the individual.

Any of the records required to be kept under this section may be audited by the Province per section 6.02 of the Partnership Agreement or by an insurer providing insurance arranged by the Province under this Agreement.

6. Certification, Training and Qualifications

The minimum licensing, certification, training and qualifications for individuals performing related activities are as follows. The Agreement Holder must obtain or witness proof of compliance before permitting an individual to perform related Services:

1. Power Tools and other machinery: (e.g. skill saw, brush cutters, lawn mowers) must show competency with power tools that will be used to perform the Services. Operators must have sufficient training and/or expertise in operation of equipment being used.
2. Chain Saws: Operator must show proof of BC Forest Safety Council's Basic Chainsaw Operator Training course or equivalent qualification.
3. Tree Falling: Must be certified at the appropriate faller level by BC Forest Safety Council and must adhere to the Province's Hand Falling Activities Guidelines http://gwww.nro.gov.bc.ca/home/safety/directives_procedures/guideline_for_hand_falling.pdf
4. Snowmobile: operator must have sufficient training and/or expertise in operation of equipment being used.
5. ATV: operator must have sufficient training and/or expertise in operation of equipment being used.
6. Watercraft: operator must show proof of Transport Canada Pleasure Craft License (if boat owner) and/or Pleasure Craft Operator Card.
7. Divers: must be certified by PADI as an Adventure Diver and if appropriate, with the relevant Specialty for the project (e.g. wreck, underwater videography, dry suit).
8. Snow Monitoring: must be certified in Avalanche Skills Training Course Level 1 or higher.
9. All cavers must follow the BC Speleological Association's Cavers Code of Conduct.

7. Accidents and Incidents

The Agreement Holder will report to the Province any serious accident or safety concerns reported to the Agreement Holder or involving an employee or volunteer to the Agreement Holder or which the Agreement Holder discovers involving or regarding trails and structures within the Agreement Area.



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Schedule C

Insurance

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA16HQ-03**.

- A. Unless the Agreement Holder is a local government, a government corporation, a board of education, a public post secondary institution, or similar public sector entity:
 1. On behalf of the Agreement Holder, the Province will purchase and maintain General Liability insurance in the amount of \$2,000,000 inclusive per occurrence against claims by third parties for bodily injury and property damage arising out of the performance of the Services set out in this Agreement. The Province will obligate the insurer's managing broker to provide the Agreement Holder with a Certificate of Insurance and a copy of the policy wording.
 2. On behalf of the Agreement Holder, the Province will purchase and maintain on behalf of the registered volunteers to the Agreement Holder Accidental Death and Dismemberment insurance with a principal sum of \$40,000 covering injury to registered volunteers under the age of 85 while performing the Services set out in this Agreement. The Province will provide information about this policy to the Agreement Holder.
 3. As a condition of the insurance provided by the Province, the Agreement Holder must provide annual underwriting information to the Province in the format and at time(s) required by the insurers.
 4. The Province will take reasonable steps to ensure the coverage specified in sections (1) and (2) is continuous for the duration of this Agreement. The Province will not be responsible for providing coverage in the event the insurance is cancelled or reduced by the insurers.
 5. The Province does not represent or warrant that the insurance purchased by the Province covers any and all losses. The Agreement Holder is responsible for ascertaining the nature and extent of coverage as well as the terms and conditions of the policies. No term or condition of this Agreement amends, extends or alters the coverage afforded by the insurance policies.
- B. The Agreement Holder will provide, maintain, and pay for any additional insurance which the Agreement Holder is required by law to carry or which the Agreement Holder considers necessary to cover risks not otherwise covered by insurance specified in this Schedule. The Agreement Holder waives all rights of recourse against the Province and

releases the Province from all liability for any losses or damage to any property owned by the Agreement Holder including the Agreement Holder's structures, improvements and equipment in the Agreement Area regardless of whether the Agreement Holder purchased property insurance.



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Schedule E

Annual Reporting

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA16HQ-03**.

Each year, the following will be submitted to the District Recreation Officer by the dates indicated.

1. Partnership Engagement Agreement Summary

By **January 15th** of each year, the Agreement Holder will complete and submit to the Province the *Partnership Engagement Agreement Summary* form provided by the Province, providing aggregate information for the previous calendar year for underwriting and statistical purposes.

2. Annual Report

By **January 15th** of each year, the Agreement Holder must submit to the Province an electronic report summarizing the Services completed during the previous year.



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Schedule F

Operational Standards

Recreation Trail

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA16HQ-03**.

The Province recognizes that the Grand Forks Community Trails Society is a volunteer, community based organisation, made up of local citizens with a variety of experience training and backgrounds. The Grand Forks Community Trails Society may at times be limited by resources and capacity. The intent of this agreement is not to establish unreasonable obligations onto the agreement holder but to establish a partnership with the Grand Forks Trails Society that supports their efforts to maintain and enhance the agreement area. The Grand Forks Community Trails Society is willing to provide the services described in this schedule to the extent they are able and in accordance with this agreement.

1. TRAIL MAINTENANCE

1.1 Maintenance Priorities

- Safety considerations should *always* be the first priority. Unsafe conditions should be corrected or normal use restricted.
- Environmental and trail damage should be corrected and actions taken to prevent further damage.
- User convenience should be considered.
- Continuous maintenance and repair to the trails and infrastructure to protect provincial investments.

1.2. Preseason Trail Maintenance

Maintenance and repair of trail and it's ancillary facilities should be scheduled prior to the operational season of use, when it's least disruptive to trail users. Only use ministry approved paint/stain colours. On a priority basis the following should occur:

- **Trail signs**
 - check all km markers, signs and cairns to ensure they are in place, visible and in good repair
 - additional signs should be installed as needed
 - conduct minor repairs and paint/stain all trail signs and posts as required.
- **Kiosks**
 - inspect kiosk structure to ensure it's secure and solidly installed
 - conduct minor repairs and maintenance

- remove cobwebs/dirt
 - replace damaged signage
 - remove all unauthorized signage
 - paint/stain as needed.
- **Trail tread**
 - drain/harden mud holes and boggy areas
 - complete washout and/or slump repair
 - grub rocks, roots, stumps as necessary
 - undertake surface repair as required; remove loose rocks, replenish surface material
 - repair turnpike sections; close unwanted trails/shortcuts and restore vegetation.
- **Deadfall**
 - cut out windfall/deadfall on the trail
 - remove wood a minimum of 0.5 metre from the tread centre dispose downhill when possible.
- **Brush/Vegetation**
 - remove all juvenile trees and woody brush for 0.5 metre on either side of tread centre within 3 centimetres of ground level
 - scatter the cut material out of sight of the trail
 - remove vegetation for viewpoint maintenance
 - inspect for hazard trees and report to Recreation Officer when known.
- **Erosion control**
 - clean-out and repair: existing water bars, culverts and ditches as necessary
 - drain water away from the trail to prevent erosion.
- **Route marking**
 - mark obscure routes with flagging or delineating tags as required.
- **Litter cleanup**
 - remove litter and garbage at the trailhead, along the trail and parking area(s), dispose of in an approved landfill site.
- **Limbing**
 - remove tree limbs to allow 2.5 metres of overhead clearance and 1.0 to 1.5 metre trail width
 - scatter cut limbs a minimum of 1 metre from the trail edge, out of sight where possible

- cuts limbs clean to avoid scarring main trunk of the tree.
- **Parking area(s)**
 - remove all encroaching vegetation and overhanging limbs
 - brush back shrubs that conceal trailhead signs and kiosks
 - undertake surface repair as required; remove loose rocks, replenish surface material.
- **Outhouse**
 - inspect all parts of the outhouse structure; walls, floor, roofing material, installation of door hinges or latches, door adjustments, steps and toilet seat and stem
 - conduct repairs, secure loose component parts and part replacement
 - remove cobwebs, dust, dirt, etc., from all surfaces
 - clean and sanitize seats and stems, wipe both components dry to avoid spotting
 - clear away overgrown vegetation around the outhouse and clear a path to the structure
 - stock with toilet paper
 - paint/stain as needed.
- **Informational and Interpretive Signs**
 - check signs to ensure they are in place, visible, in good repair and up-to-date as required
 - remove all unauthorized signs.
- **Trail Infrastructure**
 - Ensure all bridges, boardwalks, paths, steps, stairs and handrails are safe and in a fully functional condition
 - repair or replace material as required, including cribbing, retaining walls and barriers.

1.3 Routine Trail Maintenance:

Trail and ancillary facilities should be inspected and monitored throughout the operational season for possible repairs and maintenance.

2. TRAIL HAZARDS

Repair or eliminate known trail hazards when possible. If a natural hazard becomes known to the Agreement Holder during routine maintenance visits, such as river/creek crossings, slides/washouts and hazard trees, the local district office must be advised. In addition, the Agreement Holder must make a reasonable effort to ensure users do not enter the trail head, if, in the Agreement Holder's opinion, the trail is unsafe due to existing or potential hazards.



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Schedule G

Provincial and Agreement Holder Structures

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA16HQ-03**.

List of Structures owned by the Province:

Those engineered features defined as “structures” for the purposes of engineering inspections of the Columbia and Western Rail Trail. Structures include all bridges, major culverts and retaining walls greater than 1.5 metres in height on the Columbia and Western Rail Trail between the Cascade Trestle (CW-049) and Eholt. The following is a list of structures as defined by a professional engineering inspection undertaken on the CWRT in 2011 and 2012. Other engineered structures such as culverts remain the property of the Crown. Rail Tunnels located along the Columbia and Western Rail Trail within the agreement area remain the property of the Crown.

Structure #	KM	UTM Easting	UTM Northing	Feature	Description	Length (m)
CW-049	91.70	410596	5430036	bridge	Cascade bridge, 2 spans	48.3
	92.10			gate and driveway		
	92.30			gate		
	92.46	409845	5430132	culvert	600mm cross drain inside 900mm pipe	
	92.50	409801	5430161	culvert	irrigation pipe 4"; exposed for 0.5m on trail	
	92.65	409664	5430170	gate	locked and barrier to motorized access	
	92.70			culvert	600mm stream	
	93.00			culvert	400mm ephemeral; metal	
	93.10			culvert	300mm with 10m flume from highway above	

	93.20			culvert	600mm stream; 200mm sediment	
	93.30			culvert	450mm in concrete; stream	
	93.44			culvert	400mm seasonal	
	93.64			culvert	450mm cross drain	
	93.70			culvert	450mm cross drain	
	93.86	408563	5429784	culvert	600mm concrete cross drain; 6m fill	
	95.75			culvert	600mm cross drain	
	96.00			culvert	400mm cross drain; metal	
	96.40			culvert	400mm cross drain; metal	
	96.55			culvert	400mm cross drain; metal	
	96.85			culvert	600mm concrete cross drain;	
	97.85			culvert	600mm concreat cross drain	
	99.90			culvert	400mm cross drain; metal	
	100.05			culvert	450 mm metal in concrete; stream	
	100.60	402400	5429762	culvert	culvert unknown diameter; headwall; opening buried. Highway culvert above is 600mm	
	101.72	401496	5430112	culvert	serious scour downstream 2m from trail; risk of impacting trail	
	101.74			trail	scour on trail; one- third width of trail affected	
	101.75			culvert	400mm cross drain; metal	
	101.95	401314	5430234	culvert	600mm seasonal; scour at outlet	
	102.37				access and parking at Nursery	
	103.45			culvert	400mm cross drain; metal	
	104.05			culvert	1000mm steel pipe; 10m fill; minimal flow	

					apparent	
CW-050	104.23	399621	5431472	culvert	1000mm metal inlet and 600mm concrete outlet on wide section of trail; method of connection unknown;	46
	104.95			culvert	400mm cross drain; metal	
	105.00			culvert	1000mm cross drain; 6m fill; no obvious flow	
	105.18			culvert	225mm cross drain at gate	
	105.47			culvert	400mm stream with 6" irrigation pipe inside	
CW-051	105.54	398429	5431187	culvert	2 culverts 600mm and 1000mm	#1 12.1m #2 13.6m
	106.05			culvert	400mm cross drain; metal; perched above ditch	
	107.05			culvert	600mm cross drain	
CW-052	107.25	396759	5430831	bridge	Nursery Bridge; 2 spans	74.6
	107.52	396496	5430861	trail	trail gate; approximate start of Grand Forks trail jurisdiction to North Road; inspection ends until 112.4km	
	112.40	392183	5432750	trail	end of Grand Forks trail jurisdiction; gate on North Road	
	112.60			culvert	500mm cross drain; inlet damage; 20% effective	
	112.80			culvert	600mm cross drain; concrete enclosed	
	113.00			culvert	700mm triangular concrete culvert	
	113.20			culvert	950mm cross drain metal	

	113.40			culvert	950mm cross drain metal	
	113.45			culvert	950mm cross drain metal	
	113.55			culvert	450mm cross drain metal	
	113.80			culvert	600mm cross drain; 1 m of outlet rotten	
	114.00			culvert	600mm cross drain	
	114.40			culvert	600mm plastic; ditch at paved road	
	114.90			flume	above trail, half 600mm x 15m; no culverts	
	115.00			culvert	800mm cross drain; metal	
	115.45			culvert	700mm cross drain	
	116.20			culvert	600mm stream culvert, half blocked	
CW-053	116.70	392492	5436249	wall	single concrete wall 13m high	56
	118.40			culvert	600mm concrete; shoulder scour from runoff	
	118.70			culvert	600mm concrete cross drain	
CW-054	119.00	391532	5438293	culvert	Neff Creek; 900mm steel pipe;	34
CW-055	120.90	391987	5440102	culvert	Fisherman Creek concrete and rock; 2300mm x 2500mm; upstream training wall	120
CW-056	122.00	392512	5440877	wall	2 sections, stone; 6m high ; handrails	30
CW-057	122.10	392498	5441019	wall	4 small sections; stone; 6m high;	88
	122.30			wall	6m wall 2m high; stone; good condition	
CW-058	122.40	392497	5441255	wall	single stone wall; 3m high; minor damage	41
	122.80			tunnel	east portal tunnel	
	122.90			tunnel	west portal tunnel	

	123.25			culvert	750mm stream; good condition	
	124.85			wall	8m wall, stone; 1.5m high; good condition	
	126.10			culvert	600mm stream metal;	
	126.15			culvert	200mm cross drain; metal; very wet area	
	126.70			trail	minor shoulder scour from surface runoff	
	127.45			tunnel	east portal tunnel	
	127.60			tunnel	west portal tunnel	
	127.90			culvert	400mm seasonal; outhouse and table	
	128.30			culvert	450mm cross drain	
	128.45			culvert	700mm seasonal	
	128.65			culvert	600mm seasonal	
	128.85			culvert	450mm seasonal	
	129.10			culvert	450mm concrete cross drain	
	129.45			culvert	500mm cross drain	
	129.60			culvert	600mm cross drain	
	129.80			culvert	400mm seasonal	
	129.90			culvert	800mm seasonal	
CW-059	130.05	390755	5445524	culvert	Rat Creek older twin culvert; 600mm; outlet not visible	41
CW-060	130.10	390725	5445516	culvert	Rat Creek; stream; 1000mm; 50m excavated channel upstream; may be undersized; 12m fill	41
	130.45			gate	Brown Road	
	130.60			culvert	800mm seasonal; outlet buried	
	131.00			culvert	650 triangular culvert; high fill; good	
	131.35			culvert	400mm cross drain; buried both ends	
	131.80			culvert	800mm stream	
	132.00			culvert	800mm stream	

	133.10			culvert	400mm cross drain; half buried	
	133.70			culvert	small diameter; rotting, buried; seepage	

List of Structures owned by the Agreement Holder:

None.



Recreation Sites
and Trails BC

Schedule H Operating Plan

Attachment to the Agreement with **Grand Forks Community Trails Society** for Partnership Agreement No. **PA16HQ-03**.

- a) Not later than **January 15th**, the Agreement Holder must submit to the Province, for its written approval, an Operating Plan for the upcoming Operating Season which will at a minimum:
 - i. Describe in detail the Agreement Holder's key personnel and describe their duties and responsibilities;
 - ii. Submit the operating plan on the attached template – Appendix II – Annual Operating Plan template
 - iii. Describe and prioritize Services the Agreement Holder will complete during the Operating Season;
 - iv. Describe the Agreement Holder's Safety Plan for delivering the above listed Services including hazard abatement, public safety considerations, closures, and accident and emergency management; and
- b) Upon receipt of an Operating Plan, the Province will review the plan and if the Operating Plan is not acceptable to the Province, the Province will notify the Agreement Holder of any necessary amendments.
- c) After receiving notification by the Province, the Agreement Holder will make all necessary amendments and resubmit the Operating Plan to the Province.
- d) If the current Operating Plan expires before the parties have reached agreement on a new Operating Plan, the currently approved plan shall be deemed extended until the new plan is approved.

Appendix I

Partnership Agreement Engagement Summary

Name of Agreement Holder _____ Agreement number _____

Date Form Completed _____ Calendar Year _____

Submit this form to the ministry contact person no later than 2 weeks after than end of your Operating Season but in any even no later than January 15 of each year of your Partnership Agreement. This form is also required upon expiry or earlier termination of your Agreement. Information on this form is collected for the purpose of insurance underwriting and for volunteer engagement statistics.

Complete only the row that applies to your entity as accurately as possible based on the records you are create and retain for your volunteers and employees. Services are only those Services set out in the Partnership Agreement and not any of your other activities.

Agreement Holder Type & Basis of Total Count	Total Count	Total number of individuals who performed Services during the previous calendar year	Of the total number of individuals who performed Services, how many were volunteers age 85 and older?	Of the total number of individuals who performed Services, how many were employees of the Agreement Holder?
Society: Total number of members				
First Nation: Total band members x 5%				
Company: Total number of individuals who perform Services				
Individual: Total number of individuals who perform Services				

I hereby confirm that the information contained in this Engagement Summary is true and correct as of the date this report was prepared.

Signed by and authorized representative of the Agreement Holder _____ Print Name _____

Recreation Site/Trail Annual Operating Plan

Form Submitted By:

Date:

Contact Info:

This plan covers the time period from _____ to _____.

This operating plan covers the following Recreation Sites/Trails:

Proposed Operating Season:

From:

To:

Maintenance Schedule: *(frequency of routine maintenance)*

Recreation Site/Trail	Campsites	Pit Toilets	Other Repairs

Appendix II

Projected Expenses: *(expectations of expenses that will be incurred to operate the site/trail)*

Expense Type	Cost
Supervision & Fee Collection (wages)	
Vehicle Expenses/Fuel	
Maintenance Supplies (janitorial, cleaners, paint, etc)	
Tools & Equipment	
Administration/Advertising/Insurance	
Other Expenses:	
Other Expenses:	
Other Expenses:	
Total	

Projected Revenue: *(estimation of revenues collected throughout the operating season)*

Revenue Type	Gross Income
Camping Permits	
Firewood	
Parking Fees	
Grants	
Other Revenue	
Total	

Safety Discussion: *(hazard abatement, site closures, emergency management plans, etc.)*

- If a danger trees requires removal the **District Recreation Officer (DRO)** of the **Ministry of Forests, Lands and Natural Resource Operations** will be called.
- If firearms are used (rifle, shotgun, handgun, cross bows or very, rowdy threatening behaviour occurs, the **RCMP** will be called, as well as, the **Ministry of Forests, Lands, and Natural Resource Operations compliance and enforcement staff, as well as the**
- For any nuisance wildlife the local **Conservation Officer Service** will be called and the **District Recreation Officer (DRO)** of the **Ministry of Forests, Lands, and Natural Resource Operations** notified.

Appendix II

Proposed Works: *(what the operator wants to do this season without FLNRO support)*

Required Support from FLNRO: *(suggestions for FLNRO support/improvements to the site/trail)*

APPROVED by:

DATE

Trail Specialist

Recreation Sites and Trails BC

Note: Submit to DRO via email as a word attachment not a PDF



Recreation Sites
and Trails BC

Appendix III

Sub-contracting, Society Capacity & Use Designation

Sub-Contracting by Society

1. Section 1.08 of the agreement states:

The Agreement Holder shall not, assign, transfer or subcontract its obligations under this Agreement without the prior written consent of the Province. This does not limit the Agreement Holder's right to perform services under this Agreement using their employees or registered volunteers.

This appendix is written authorization for the Society to use sub-contractors in performing its duties under this agreement. The following general provisions apply to the agreement holder hiring contractors for works under this agreement:

- 1.01 If the agreement holder engages a Subcontractor, the Contractor shall not be relieved from the subcontracted obligations or any obligations under this Agreement.
- 1.02 The actions of any Subcontractor engaged to carry out any of the work shall be deemed to be the actions of the agreement holder.
- 1.03 If the agreement holder engages a Subcontractor to carry out any of the work, any provision in this Agreement requiring the agreement holder to meet an obligation associated with the Subcontractor's work shall be deemed to mean the agreement holder shall ensure the Subcontractor meets that obligation.
- 1.04 The Province may, for a reasonable cause, object to the use of an intended Subcontractor and require the agreement holder to employ another qualified Subcontractor.
- 1.05 The agreement holder acknowledges and agrees that the Subcontractor or any of the Subcontractors' directors, officers or members is not an Associated Person of the agreement holder as that term is referenced in the tendering documents and as defined in the federal *Income Tax Act* or related Canada Revenue Agency's interpretation bulletins.
- 1.06 Nothing in this Agreement will create any direct or indirect contractual relationship between the Province and any Subcontractor or impose any obligation or liability upon the Province to any Subcontractor.
- 1.07 The agreement holder must ensure all approved Subcontractors obtain WorkSafe BC coverage and comply with all conditions of the *Workers Compensation Act* and regulations thereunder and where general Worksafe BC coverage is not obtainable,

Appendix III

the agreement holder will ensure all Subcontractors obtain Personal Optional Protection under the *Workers' compensation Act*, and upon request must provide us with proof of such compliance.

1.08 The agreement holder shall ensure that all its Subcontractors performing work under this Agreement carry insurance in the form and limits as specified in the insurance schedule, and upon request must provide us with proof of such compliance.

Society Capacity

2. The Agreement Holder is a non-profit society run by volunteers and the scope of the work expected of the agreement holder specifically to “Groom trails and set tracks” is limited by their monetary and volunteer resources.

Society Role in Use Designations

3. The agreement holder does have a role in prevention of unauthorized use, trespass or nuisance on non-motorized trail (designation to be made through Kootenay Boundary District Recreation Officer). The Agreement Holder will take reasonable measures, including the placement of signage, gates, bollards and natural barriers, to eliminate activities that are prohibited, that constitute nuisance or that pose risk to the safety and enjoyment of trail users and adjacent residents. When necessary, the Agreement Holder will notify the Province or other authorities of situations where safe enjoyment of the non-motorized trail by users and adjacent residents is put at risk by prohibited or unauthorized activities or behaviour on the Agreement Area.